

**Crete City Council Regular Meeting**  
**Tuesday, May 7, 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. April 16, 2024 City Council Minutes
- 3.A.2. April 16, 2024 Legislative & Economic Development Minutes
- 3.A.3. April 16, 2024 Personnel Committee Minutes
- 3.A.4. April 16, 2024 Public Safety Minutes
- 3.A.5. April 16, 2024 Public Works Minutes

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

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

**3.D. Arbor Day proclamation was signed on 4/26/2024**

**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 to amend future land use map Lots 7-8 Block 99 C2 to R3**
- 4.B. Consider to amend future land use map Lots 7-8 Block 99 C2 to R3**
- 4.C. Public Hearing on zoning change Lots 7-8 Block 99 C2 to R3**
- 4.D. Consider zoning change Lots 7-8 Block 99 C2 to R3**
- 4.E. Consider the Isis Theatre Contract Amendment for Phase 1**

- 4.F. Consider Isis Change Request 003
- 4.G. Consider Isis Change Request 004
- 4.H. Consider COR #005 Add Electrical Sub Panel at Stage for Crete Isis
- 4.I. Consider COR# 06 Add Spray Foam to Ceiling from Kingery Construction Co. for the Crete Isis Theatre.
- 4.J. Consider CO 006 from Kingery Construction Co. for the Crete Isis Theatre.
- 4.K. Consider CO #07 from Kingery Construction Co. in the amount of \$3,969.00 for the Crete Isis Theatre.
- 4.L. Consider Isis COR 016 Credit on Logo
- 4.M. Consider bid proposal for Crete City Park from Creative Sites, LLC
- 4.N. Consider the apparent high bid from Jay Presten at \$441,000.00 for the city farm.
- 4.O. Consider the Crete PV System Impact Study Agreement between the City of Crete, Nebraska and JEO Consulting Group, Inc.
- 4.P. Consider authorizing the IRA grant application for tree funds.
- 4.Q. Consider Resolution 2024-06 Authorizing the vacation of the alley north of east 24th St. Block 29
- 4.R. Consider Resolution No.2024-7 Authorizing the City Administrator to create and enforce rules regarding long-term stays at Tuxedo Park.
- 4.S. Consider Ordinance 2199 Amending Business Registration
- 4.T. Consider Ordinance 2200 Adding penalty ordinance to Chapter 6 Nuisances
- 4.U. Consider Ordinance 2201 Amending vacation ordinance 2188
- 4.V. Ordinance 2202 Amending Cemetery Board Ordinance 2-801 to change Secretary to Vice Chair
- 4.W. Consider cemetery columbarium doors
- 4.X. Consider the LB840 amended application from Old Main Bar and Grill
- 4.Y. Consider the LB840 application from Rebecca Hansmeyer DBA Wool & Whimsy
- 4.Z. Consider the LB840 application from Crete Housing & Community Development Corporation
- 4.AA. Consider relinquishing grant funds from the Crete Municipal Airport back to the state.
- 4.BB. Consider Dairyland's Insurance settlement offer for light pole and fixture.
- 4.CC. Crete LB840 Program Report

**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](http://www.crete.ne.gov).



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## CITY COUNCIL REGULAR MEETING

April 16<sup>th</sup>, 2024 at 6:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

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

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

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

#### 1. Open Meeting

#### 2. Roll Call

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

Present: 5, Absent: 1.

#### 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. April 2, 2024 City Council Minutes**
- 3.A.2. April 2, 2024 Park and Rec Committee Minutes**
- 3.A.3. April 2, 2024 Public Safety Committee Minutes**
- 3.A.4. April 2, 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 Karson Cowan, as a new volunteer member of the Fire Department.**

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

##### **4.A. Resolution 2024-05 Recognizing Terry Petracek's 50 years of service to Crete Fire and Rescue.**

Mayor Bauer recognized Terry Petracek for his dedication and commitment to the Crete Fire and Rescue Department. Upon receiving the recognition, Terry Petracek addressed the mayor and city council. Petracek thanked the mayor and council for the recognition, saying he was proud to serve. He also thanked the department members of 50 years ago. He encouraged people in the area to think about volunteering as firefighters because 50 years goes by fast.

Adopt Resolution 2024-05 Recognizing Terry Petracek's 50 years of service to Crete Fire and Rescue. 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 appointment of Jessica Wilkinson as Library Director.**

City Administrator Tom Ourada stated that Library Director Joy Stevenson submitted her resignation in March and her last official day is April 30th. Jessica Wilkinson is coming from Columbus where she was on staff at the Columbus Public Library and will start on May 1st 2024 here at the Crete Public Library.

Approved the appointment of Jessica Wilkinson as Library Director. Carried with a motion by Dan Papik 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.C. Consider pension plan changes**

City Administrator Tom Ourada explained that this change mandates roll over. This went to the Personnel Committee.

Approved pension plan changes Carried with a motion by Tom Crisman and a second by Ashley Newmyer.

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 payment of claims to Crete Ace Hardware in the amount of \$2,468.99.**

Approved the payment of claims to Crete Ace Hardware in the amount of \$2,468.99. 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.E. Consider adopting Resolution 2024-04 Authorizing the termination of the Emergency Dispatch Service Interlocal Agreement with Beatrice and the City of Crete.**

City Administrator Tom Ourada mentioned that this went to the Public Safety Committee. This is one stipulation of what is required to terminate the agreement with Beatrice Southeast 911.

Introduce and adopt Resolution 2024-04 Authorizing the termination of the Emergency Dispatch Service Interlocal Agreement with Beatrice and the City of Crete. Carried with a motion by Dan Papik and a second by Dale Strehle.

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

**4.F. Consider the Master Fee Schedule amendment**

City Administrator Tom Ourada explained that there wasn't enough time for this to go to committee. Ourada explained that the change for the Master Fee Schedule is primarily for the garbage adjustment annually.

Approve the Master Fee Schedule amendment Carried with a motion by Dale Strehle and a second by Dan Papik.

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

**4.G. Consider the Mutual of Omaha Insurance contract changes.**

City Administrator Tom Ourada explained that these changes also went to the Personnel Committee and the substance of this change was to change the renewal date to 7/01/2024 instead of 10/01/2024.

Approved the Mutual of Omaha Insurance contract changes. Carried with a motion by Tom Crisman and a second by Ashley Newmyer.

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

**4.H. Consider the SCADA System**

City Administrator Tom Ourada stated that the SCADA System went to the Public Works Committee. This is a replacement system in the \$250,000 range with Kidwell doing some of the work with hardware and Olsson doing the programming work. This controls the electric water and waste water systems.

Approved the SCADA System Carried with a motion by Dale Strehle and a second by Dan Papik.

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

**4.I. Consider the Drug and Alcohol Policy for Part-Time and Seasonal employees.**

City Administrator Tom Ourada explained that this went to the Personnel Committee. The substance of this policy is basically to test only for cause either by accident or incident.

Approved the Drug and Alcohol Policy for Part-Time and Seasonal employees. Carried with a motion by Tom Crisman and a second by Ashley Newmyer.

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

**4.J. Consider the liquidated damage proposal**

City Administrator Tom Ourada explained that the general contractor for 22nd street twin box culvert project incurred significant liquidated damages for their lateness in completing the project. They proposed trading work resources in lieu of cash liquidated damages. This went to the Public Works Committee. Dale Strehle stated that they felt there was no way they could use the machine for \$50,000 and it is their recommendation that they do not accept the proposal.

Approved not to accept the liquidated damage proposal Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

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

**4.K. Consider to ratify LARM's insurance action on North 15th St.**

City Administrator Tom Ourada explained that the City's insurance or risk provider, League Association of Risk Management, has been dealing with a couple of insurance claims. The first one being on 15th Street on the north side. This did go to the Public Works Committee on two separate occasions.

Approved to ratify LARM's insurance action on North 15th St. Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

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

**4.L. Consider to ratify LARM's insurance action on South 15th St.**

This also went to the Public Works Committee, and it is another claim on 15th St but on the south side.

Approved to ratify LARM's insurance action on South 15th St. Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

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

Aye: 5, No: 0

#### **4.M. Consider the Family Learning Community Network Commitment Agreement**

City Administrator Tom Ourada explained that there is information that Community Assistance Director Marilyn Schacht would like to find out. There is other information that they would work on concerning the office that they have and other things they want to talk to the council about going forward.

Tabled to consider the Family Learning Community Network Commitment Agreement Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

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

Aye: 5, No: 0

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

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

- Assistant Director & Outreach Services Librarian, Laura Renker stated the following:
  - Had the "A Tree Grows in Crete" program with the help of Parks and Recreation Director Liz Cody.
  - Celebrated National Library Week with the Eclipse Program and had the telescope available.
  - Carol Vlasin was recognized for her volunteer efforts with the 2024 Outstanding Library Volunteer Award from the Nebraska Library Association.
  - 6 outdoor games have been added
  - Had another successful puzzle race party with 19 teams.
  - Will be having a family puzzle race party in June.
- Chief of Police, Gary Young stated the following:
  - The records management system at Southeast Communications in Beatrice was shut down until today due to an update. Young thanked city IT staff Mike Kalkwarf and Emerson Aschoff, who have worked with Beatrice to help with getting it up and running.
  - Testing for sergeants will be on April 30<sup>th</sup> 2024.
  - Jaden Acevedo will be going to the Nebraska Law Enforcement Training Academy this month.
- Fire Chief, Todd Allen stated the following:
  - Thanked the Mayor and City Council for the resolution for Terry Petracek. The department will be hosting an open house on Sunday, April 21<sup>st</sup> from 1-3 p.m.
  - Members will take a rig to Officer Barlett's funeral in Ceresco.

- Their ambulance has been requested by the manufacturer to go to fire school for demonstrations in May.
  - Allen introduced Karson Cowan as the newest member to the department.
- Parks and Recreation Director, Liz Cody stated the following:
    - Welcomed back pool manager Luke Bonifas and swim coach Kourtney Martin for their 2<sup>nd</sup> year
    - Swim team parent's meeting is Wednesday, April 17<sup>th</sup> in the Crete Carrier Community Room
    - Swim team registration and T-Ball registration are both open until May 3<sup>rd</sup> and parent volunteers are needed. If interested in coaching please contact Recreation Coordinator Dan Dunaway.
    - Seasonal staff hiring is underway with Human Resource Coordinator Savannah Anderson's diligence they have received over 55 applicants.
    - They always appreciate receiving inquiring about concerns in the park, such as possible safety hazards. Council member Strehle mentioned the bridge to the baseball area has a tripping hazard.
  - City Council member Tom Crisman thanked Officer Audrey Arbuckle for serving on the district's American Legion post selection board and introduced them to K9 Hunk. Thanked Chief Gary Young for assisting them with that and letting everyone know what a great dedicated officer she is and doing that on her own time.
  - City Council members Ashley Newmyer, Dale Strehle, Dan Papik and Anthony Fitzgerald welcomed the new Library Director Jessica Wilkinson and Fire Department member Karson Cowan.
  - City Administrator, Tom Ourada stated the following:
    - The City of Crete received a Freedom of Information Act request from Kathryn Doll of Blair, who wanted to know the city's relationship with Welcoming America. The city responded to that and redacted any personal information. The city gets these requests from time to time.
    - There is a subdivision request for the Planning Commission. It is still incomplete but there is interest in the northeast area of Crete.
    - Reminded of the nuisance hearings on Thursday, April 25<sup>th</sup> 2024.
    - The bid opening is on April 26<sup>th</sup> 2024 for the city farm property.
    - They are close to purchasing an ADA playground structure for City Park and are working out funding details.

## **7. Adjournment**

Meeting adjourned at 6:42 p.m.



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## CITY COUNCIL LEGISLATIVE & ECONOMIC DEVELOPMENT COMMITTEE MEETING

April 16<sup>th</sup>, 2024 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

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City Hall, 243 East 13th Street  
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City Bank and Trust, 1135 Main Avenue

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#### 1. Open Meeting

#### 2. Roll Call

Tom Crisman: Present

Anthony Fitzgerald: Present

Dale Strehle: Present

Present: 3.

#### 3. Items of Business

##### 3.A. Consider the Family Learning Community Network Commitment Agreement

Ryan Hinz, Director of Adult & Family Education for Crete Public Schools, introduced Brian Welch with the National Center for Families Learning, Felicia Smith and Tracy Teater. Hinz explained that the Family Learning Community Network Commitment Agreement with the 60X30 Vision is to establish 60 communities in the family learning systems by 2030. Hinz stated that the National Center for Family Literacy has been around since 1989.

Hinz mentioned that NCFL commitments are:

- to support development and implementation of the Family Learning Community blueprint and

action plan

- Build capacity to reduce barriers, identify gaps, and streamline duplication of services
- Identify strategic partnerships
- Elevate stories through shared communications
- Support Family Learning Community fundraising efforts
- Network Family Learning Communities across the country
- Provide professional learning and technical support to enhance Family Engagement, Family Literacy, and Family Leadership.

Hinz stated that they were looking to partner and not recreate and keep communication open.

City Administrator Tom Ourada explained that there is ongoing discussion with Mayor Dave Bauer. The Community Assistance Office is going through some expansion and rebranding.

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

#### **5. Adjournment**



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## CITY COUNCIL PERSONNEL COMMITTEE MEETING

April 16<sup>th</sup>, 2024 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

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#### 1. Open Meeting

#### 2. Roll Call

Kyle Frans: Absent  
Tom Crisman: Present  
Ashley Newmyer: Present  
Present: 2, Absent: 1.

#### 3. Items of Business

##### 3.A. Consider pension plan changes

City Administrator Tom Ourada explained that the pension plan changes the mandated roll over options. People used to leave it in the account and now they can't.

Recommend to the City Council the pension plan changes Carried with a motion by Ashley Newmyer and a second by Tom Crisman.

Tom Crisman: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye  
Aye: 3, No: 0

##### 3.B. Consider the Mutual of Omaha Insurance contract changes.

City Administrator Tom Ourada explained that Mutual of Omaha is changing the contract date.

Recommend to the City Council the Mutual of Omaha Insurance contract changes.  
Carried with a motion by Ashley Newmyer and a second by Tom Crisman.  
Tom Crisman: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye  
Aye: 3, No: 0

**3.C. Consider the Drug and Alcohol Policy for Part-Time and Seasonal employees.**

City Administrator Tom Ourada explained that this drug and alcohol policy for part-time and seasonal employees is a mandate testing for cause of incidents or accidents.

Recommend to the City Council the Drug and Alcohol Policy for Part-Time and Seasonal  
Carried with a motion by Ashley Newmyer and a second by Tom Crisman.

Tom Crisman: Aye, Kyle Frans: Aye, Ashley Newmyer: Aye  
Aye: 3, No: 0

**4. Officers' Reports**

**5. Adjournment**



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## CITY COUNCIL PUBLIC SAFETY COMMITTEE MEETING

April 16<sup>th</sup>, 2024 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

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#### 1. Open Meeting

#### 2. Roll Call

Tom Crisman: Present  
Anthony Fitzgerald: Present  
Dan Papik: Present  
Present: 3.

#### 3. Items of Business

##### 3.A. Consider the Resolution 2024-04 Authorizing the termination of the Emergency Dispatch Service Interlocal Agreement with Beatrice and the City of Crete.

City Administrator Tom Ourada stated that resolution is needed as one of the things to sever ties with Beatrice.

Recommend to the City Council the Resolution 2024-04 Authorizing the termination of the Emergency Dispatch Service Interlocal Agreement with Beatrice and the City of Crete.

Carried with a motion by Tom Crisman and a second by Anthony Fitzgerald.

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

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

#### **5. Adjournment**



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## CITY COUNCIL PUBLIC WORKS COMMITTEE MEETING

April 16<sup>th</sup>, 2024 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### 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 the SCADA System

City Administrator, Tom Ourada, explained how this is around \$250,000 to do. Kidwell, Olsson, and City's IT staff, Mike Kalkwarf & Emerson Aschoff would do some of it. The system runs the city's electric, water, and sewer systems. Tom discussed this system has been planned and in the budget.

Recommendation was made to the City Council to consider the SCADA System. 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 the liquidated damage proposal**

City Administrator, Tom Ourada, explained that the contractor for the 22nd Street bridge had liquidated damage in the \$50,000 range, and they offered their track mount in services. Tom explained how the City would not be able to utilize them through the end of the year, and how this would not be a good deal for the City.

Recommendation was made to the City Council to not accept the liquidated damage proposal. 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 to ratify LARM's insurance action on North 15th St.**

City Administrator, Tom Ourada explained how the claim for North 15th Street was denied and letters were brought from LARM. Dee Kaspar shared information she received from LARM as well. City Attorney, Anna Burge, explained how the City does not have a liability for what is in the sewer system, as the city doesn't have control of what others put in the sewer. Anna continued to explain if the City were to decide to pay for this, then the City would not be responsible with tax funds and using tax funds for something that is not a legal requirement.

Recommendation was made to the City Council to consider to ratify LARM's insurance action on North 15th St and the City Council will stand behind LARM's decision. 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 to ratify LARM's insurance action on South 15th St.**

Carlos Palacios who lives on South 15th Street, spoke and discussed what documents he received from LARM. Carlos did mention that LARM paid a 3rd party contractor that surveyed his home, and would like a copy of the report for his records.

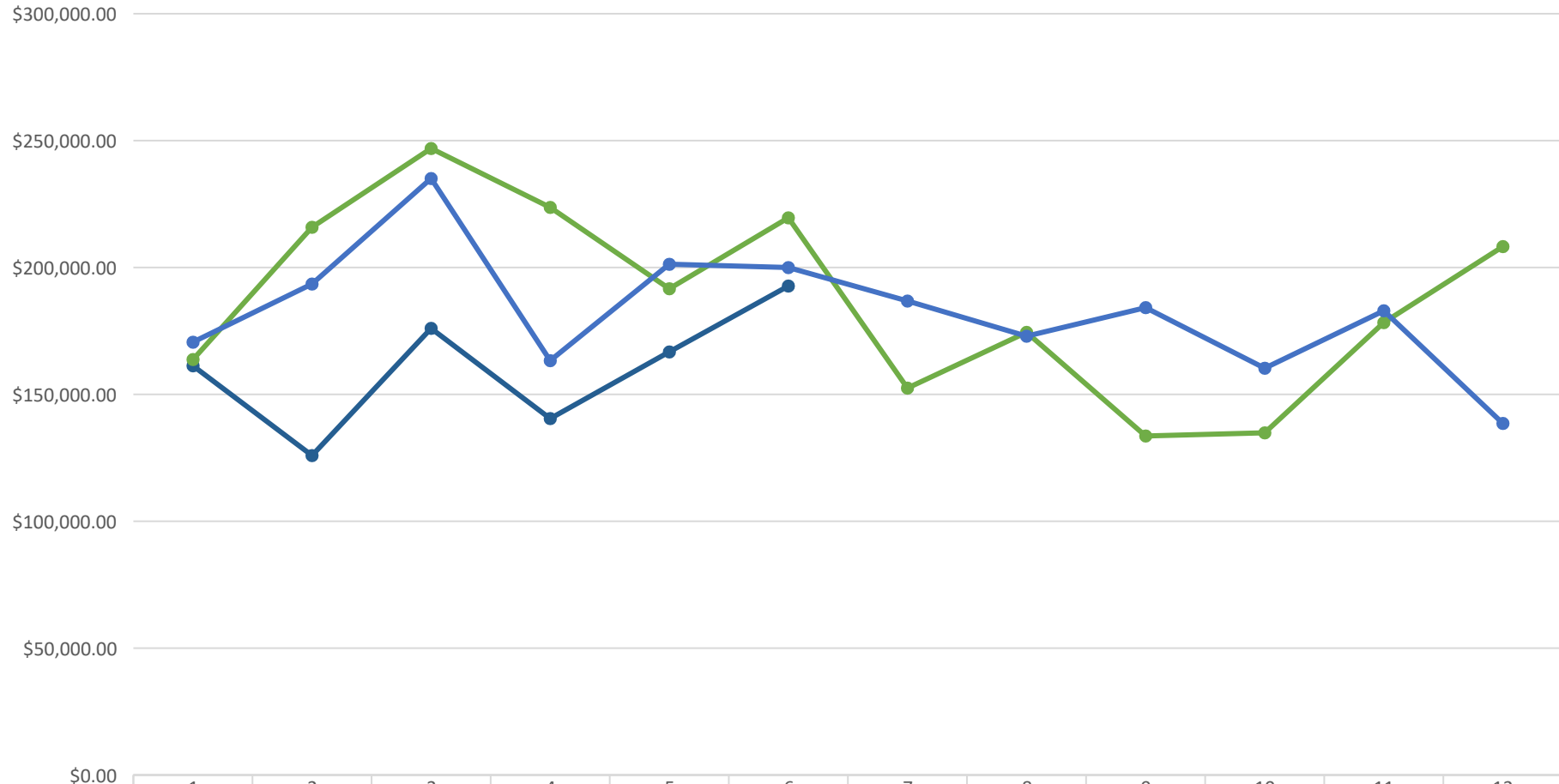
Recommendation was made to the City Council to consider to ratify LARM's insurance action on South 15th St and the City Council will stand behind LARM's decision. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

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

## **4. Officers' Reports**

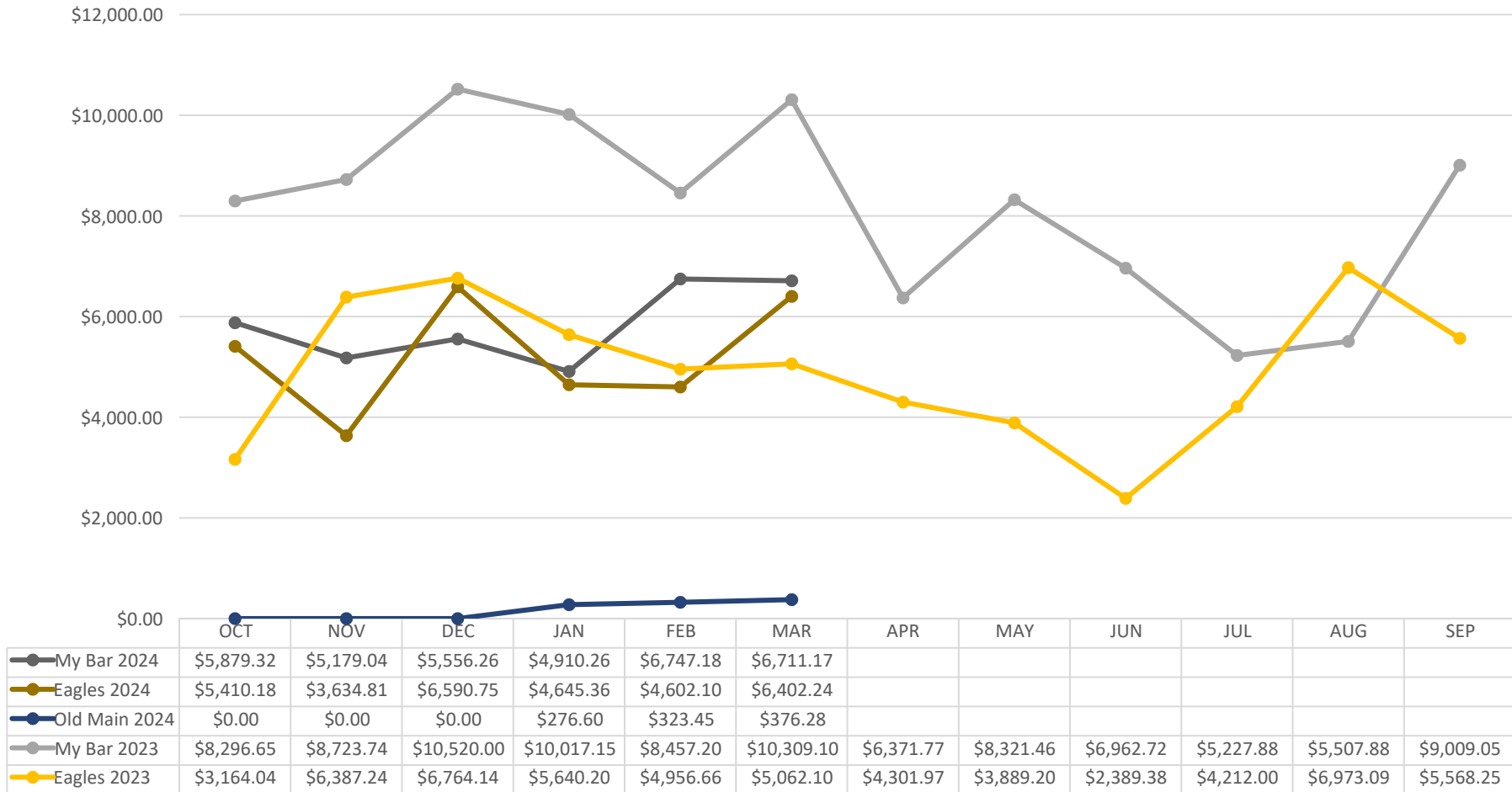
## **5. Adjournment**

# GROSS SALES

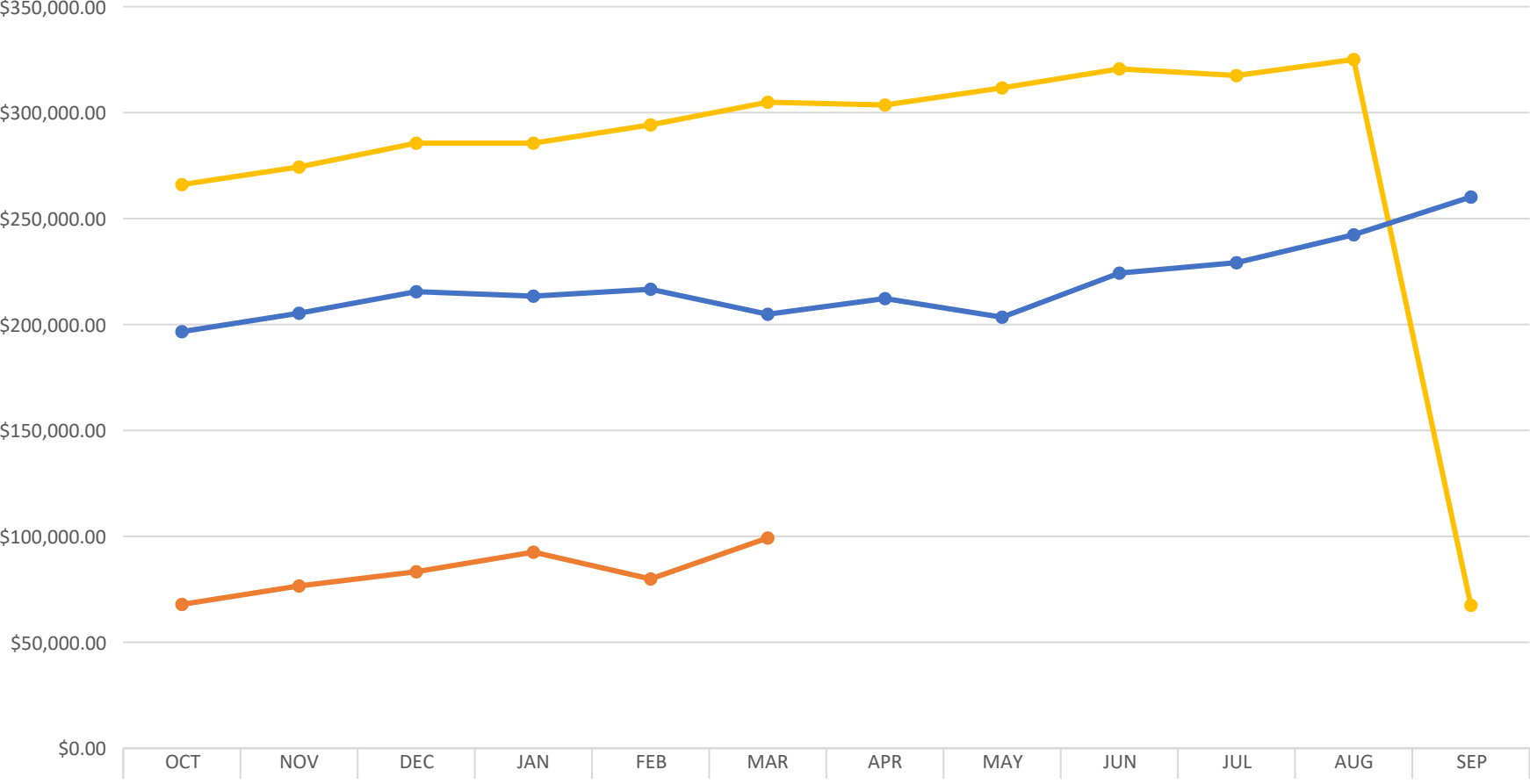


	1	2	3	4	5	6	7	8	9	10	11	12
Gross Sales 2024	\$161,278.58	\$125,912.15	\$176,004.76	\$140,460.30	\$166,753.19	\$192,709.78						
Gross Sales 2023	\$163,724.17	\$215,871.22	\$246,916.38	\$223,676.47	\$191,626.58	\$219,588.51	\$152,481.91	\$174,438.02	\$133,601.38	\$134,855.41	\$178,299.44	\$208,247.16
Gross Sales 2022	\$170,592.50	\$193,507.44	\$235,089.41	\$163,309.23	\$201,296.95	\$199,990.83	\$186,813.28	\$172,939.17	\$184,175.02	\$160,311.80	\$182,941.40	\$138,545.51

# Outlet Commissions

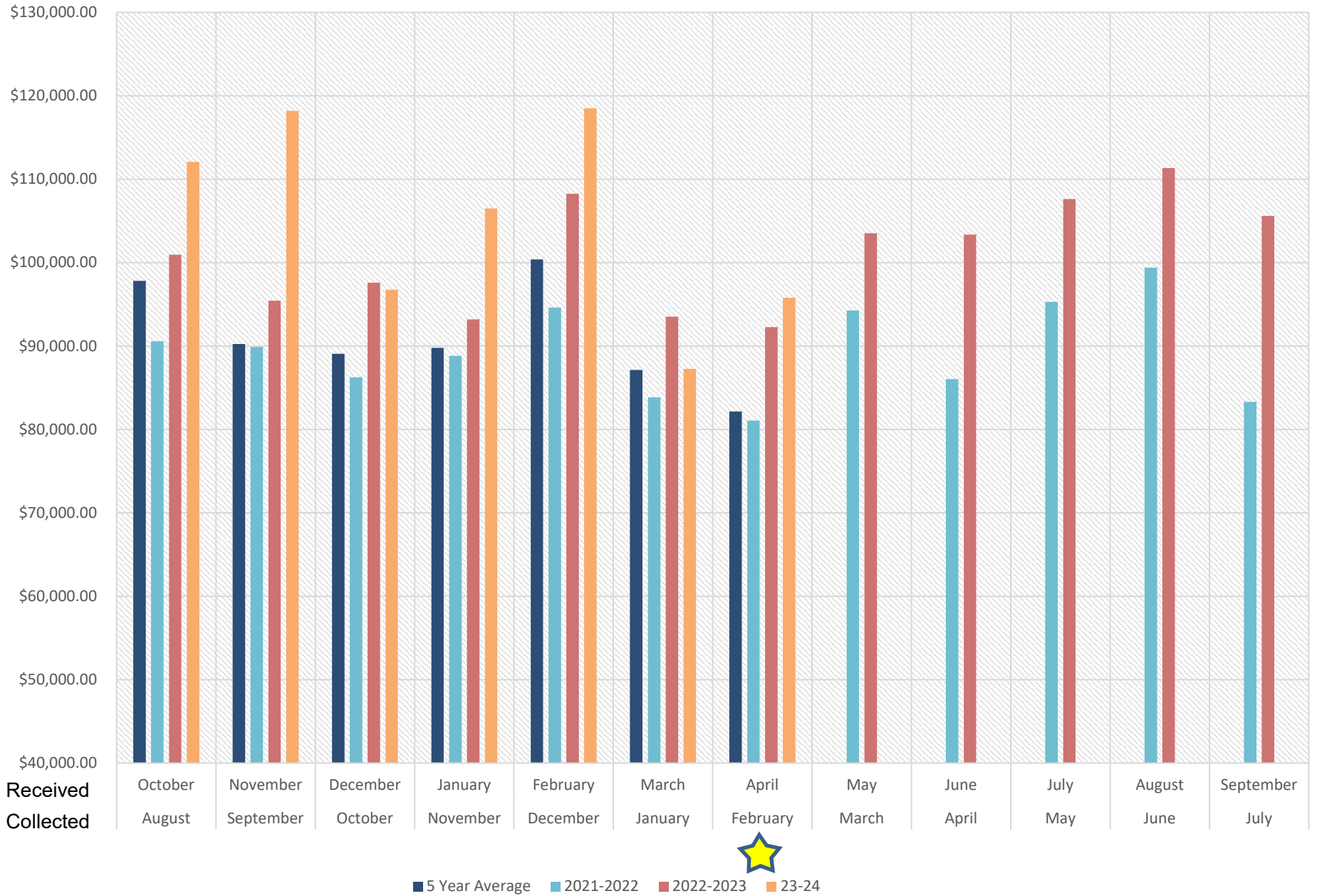


# Community Betterment Funds





# 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
<b>ACEVEDO, JADEN (6494)</b>								
ACEVEDO, JADEN	1	Invoice	POLICE EQUIPMENT	04/24/2024	16.24		00/00	201-9760
Total ACEVEDO, JADEN (6494):					16.24			
<b>AKRS EQUIPMENT (80)</b>								
AKRS EQUIPMENT	1	Invoice	2.5 GAL COOL-GARD II P	04/25/2024	87.28		00/00	401-5968
Total AKRS EQUIPMENT (80):					87.28			
<b>ALL COPY PRODUCTS INC (100)</b>								
ALL COPY PRODUCTS INC	1	Invoice	500-0588042-000 BUYOU	04/30/2024	1,984.34		04/24	701-9740
ALL COPY PRODUCTS INC	1	Invoice	KONICA LEASE	04/16/2024	306.48		00/00	701-9740
Total ALL COPY PRODUCTS INC (100):					2,290.82			
<b>AMAZON BUSINESS (6116)</b>								
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	04/13/2024	42.94		00/00	701-5691
AMAZON BUSINESS	1	Invoice	IPHONE CHARGER CUBE	04/14/2024	6.99		00/00	001-9900
AMAZON BUSINESS	2	Invoice	IPHONE CHARGER CUBE	04/14/2024	6.99		00/00	002-9900
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	04/16/2024	125.24		00/00	701-5691
AMAZON BUSINESS	1	Invoice	CREDIT MEMO	04/16/2024	12.99		00/00	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	04/16/2024	14.99		00/00	701-5691
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	04/17/2024	76.65		00/00	701-6210
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	04/17/2024	59.95		00/00	701-9900
AMAZON BUSINESS	1	Invoice	DONATIONS	04/17/2024	384.88		00/00	701-5692
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	04/17/2024	50.31		00/00	701-9900
AMAZON BUSINESS	1	Invoice	COMPUTER EXPENSE	04/17/2024	12.99		00/00	701-6050
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	04/18/2024	25.13		00/00	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	04/18/2024	10.63		00/00	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	04/20/2024	323.98		00/00	701-5691
AMAZON BUSINESS	1	Invoice	DONATIONS	04/20/2024	282.50		00/00	701-5692
AMAZON BUSINESS	1	Invoice	DONATIONS	04/27/2024	269.94		00/00	701-5692
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	04/28/2024	208.36		00/00	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	04/29/2024	18.04		00/00	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	04/30/2024	39.99		00/00	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	04/30/2024	29.38		00/00	701-5691
AMAZON BUSINESS	1	Invoice	MAINT & REPAIR	05/01/2024	26.28		00/00	201-5329

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
AMAZON BUSINESS	1	Invoice	POLICE EQUIPMENT	05/03/2024	141.94		00/00	531-6477
AMAZON BUSINESS	1	Invoice	POLICE EQUIPMENT	05/03/2024	371.93		00/00	531-6477
AMAZON BUSINESS	3	Invoice	IPHONE CHARGER CUBE	04/14/2024	6.99		00/00	003-9900
AMAZON BUSINESS	4	Invoice	IPHONE CHARGER CUBE	04/14/2024	6.99		00/00	401-9900
AMAZON BUSINESS	5	Invoice	IPHONE CHARGER CABL	04/14/2024	8.99		00/00	002-9900
Total AMAZON BUSINESS (6116):					2,540.01			
<b>ANGELICA MENDEZ DE LINARES (6503)</b>								
ANGELICA MENDEZ DE LINARES	1	Invoice	CONSUMER DEPOSIT RE	05/07/2024	110.00		00/00	001-3500
Total ANGELICA MENDEZ DE LINARES (6503):					110.00			
<b>ANGIE MURRAY-PATE (6508)</b>								
ANGIE MURRAY-PATE	1	Invoice	CONSUMER DEPOSIT RE	05/07/2024	150.00		00/00	001-3500
Total ANGIE MURRAY-PATE (6508):					150.00			
<b>AW WINDOW WASHING (330)</b>								
AW WINDOW WASHING	1	Invoice	WINDOW CLEANING	04/24/2024	350.00		00/00	701-5330
Total AW WINDOW WASHING (330):					350.00			
<b>BACZKOWICZ, ALEX (6497)</b>								
BACZKOWICZ, ALEX	1	Invoice	REFUND MICRO T-BALL	05/02/2024	25.00		00/00	721-5901
Total BACZKOWICZ, ALEX (6497):					25.00			
<b>BAKER &amp; TAYLOR (370)</b>								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	04/02/2024	19.20		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	04/11/2024	226.63		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	04/16/2024	180.05		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	04/16/2024	64.18		00/00	701-5691
Total BAKER & TAYLOR (370):					490.06			
<b>BARCO MUNICIPAL PRODUCTS INC (380)</b>								
BARCO MUNICIPAL PRODUCTS INC	1	Invoice	SIGN HARDWARE	04/18/2024	162.76		00/00	401-6001
BARCO MUNICIPAL PRODUCTS INC	1	Invoice	SIGN HARDWARE	04/29/2024	39.37		00/00	401-6001

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total BARCO MUNICIPAL PRODUCTS INC (380):					202.13			
<b>BEATRICE CONCRETE CO (440)</b>								
BEATRICE CONCRETE CO	1	Invoice	47B ROCK	04/22/2024	103.84		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	04/22/2024	59.20		00/00	502-5330
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	04/24/2024	51.25		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	04/24/2024	28.24		00/00	002-8021
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	04/24/2024	63.27		00/00	502-5330
BEATRICE CONCRETE CO	1	Invoice	#5 STOCK REBAR GRAD	04/24/2024	10.75		00/00	002-8021
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	04/22/2024	804.11		00/00	502-5330
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	04/24/2024	756.80		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	04/24/2024	988.06		00/00	502-5330
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	04/30/2024	406.40		00/00	002-8021
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	04/30/2024	304.80		00/00	002-8021
BEATRICE CONCRETE CO	1	Invoice	#4 STOCK REBAR GRAD	05/02/2024	10.75		00/00	002-8021
Total BEATRICE CONCRETE CO (440):					3,587.47			
<b>BELL PDC - JASON BELL (6500)</b>								
BELL PDC - JASON BELL	1	Invoice	CONSUMER DEPOSIT RE	05/07/2024	484.18		00/00	001-3500
Total BELL PDC - JASON BELL (6500):					484.18			
<b>BLACK HILLS ENERGY (495)</b>								
BLACK HILLS ENERGY	1	Invoice	4163-7774-56 1440 LINDE	04/19/2024	135.45		00/00	001-7040
BLACK HILLS ENERGY	1	Invoice	9755-6163-66 239 E 13TH	04/25/2024	65.72		00/00	501-7530
BLACK HILLS ENERGY	1	Invoice	2392-3387-65 1426 MAIN	04/25/2024	42.32		00/00	502-7530
BLACK HILLS ENERGY	1	Invoice	0865-5518-13 1515 FORE	04/25/2024	860.50		00/00	701-7530
BLACK HILLS ENERGY	1	Invoice	4432-1028-11 485 S MAIN	04/25/2024	109.35		00/00	003-7530
BLACK HILLS ENERGY	1	Invoice	8736-9394-41 137 W 13T	04/25/2024	200.69		00/00	810-5210
BLACK HILLS ENERGY	1	Invoice	7515-0723-40 210 E 14TH	04/25/2024	65.25		00/00	301-7530
Total BLACK HILLS ENERGY (495):					1,479.28			
<b>BOK FINANCIAL (545)</b>								
BOK FINANCIAL	1	Invoice	CRETECOP1216 INTERE	04/24/2024	5,336.25		00/00	001-3350
Total BOK FINANCIAL (545):					5,336.25			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>BRANDING INC DBA AL'S JOHNS (575)</b>								
BRANDING INC DBA AL'S JOHNS	1	Invoice	PORTABLE RESTROOM	04/03/2024	110.00		00/00	721-5350
Total BRANDING INC DBA AL'S JOHNS (575):					110.00			
<b>BROWNELLS INC (6045)</b>								
BROWNELLS INC	1	Invoice	GLOCK MAGAZINES	04/22/2024	256.97		00/00	531-6477
Total BROWNELLS INC (6045):					256.97			
<b>CANON FINANCIAL SERVICES INC (5778)</b>								
CANON FINANCIAL SERVICES INC	1	Invoice	COPIER CONTRACT 8604	05/01/2024	51.00		00/00	101-9740
CANON FINANCIAL SERVICES INC	2	Invoice	COPIER CONTRACT 8604	05/01/2024	51.00		00/00	201-9740
CANON FINANCIAL SERVICES INC	3	Invoice	COPIER CONTRACT 8604	05/01/2024	51.00		00/00	401-9740
CANON FINANCIAL SERVICES INC	4	Invoice	COPIER CONTRACT 8604	05/01/2024	51.00		00/00	701-9740
CANON FINANCIAL SERVICES INC	5	Invoice	COPIER CONTRACT 8604	05/01/2024	51.00		00/00	721-9740
Total CANON FINANCIAL SERVICES INC (5778):					255.00			
<b>CAPITAL BUSINESS SYSTEMS INC (705)</b>								
CAPITAL BUSINESS SYSTEMS INC	1	Invoice	SERVICE CONTRACT	04/01/2024	5.82		00/00	401-9740
CAPITAL BUSINESS SYSTEMS INC	2	Invoice	SERVICE CONTRACT	04/01/2024	270.27		00/00	301-9740
CAPITAL BUSINESS SYSTEMS INC	3	Invoice	SERVICE CONTRACT	04/01/2024	5.83		00/00	001-9740
CAPITAL BUSINESS SYSTEMS INC	4	Invoice	SERVICE CONTRACT	04/01/2024	5.82		00/00	002-9740
CAPITAL BUSINESS SYSTEMS INC	5	Invoice	SERVICE CONTRACT	04/01/2024	5.82		00/00	003-9740
Total CAPITAL BUSINESS SYSTEMS INC (705):					293.56			
<b>CASELLE, INC. (5609)</b>								
CASELLE, INC.	1	Invoice	CONTRACT SUPPORT &	05/01/2024	963.21		00/00	001-9910
CASELLE, INC.	2	Invoice	CONTRACT SUPPORT &	05/01/2024	404.17		00/00	002-9910
CASELLE, INC.	3	Invoice	CONTRACT SUPPORT &	05/01/2024	315.23		00/00	003-9910
CASELLE, INC.	4	Invoice	CONTRACT SUPPORT &	05/01/2024	933.39		00/00	101-6050
Total CASELLE, INC. (5609):					2,616.00			
<b>CDW GOVERNMENT INC (750)</b>								
CDW GOVERNMENT INC	1	Invoice	TRIPP USB C TO GIGABIT	04/23/2024	2.55		00/00	101-6050
CDW GOVERNMENT INC	2	Invoice	TRIPP USB C TO GIGABIT	04/23/2024	2.54		00/00	201-6050
CDW GOVERNMENT INC	3	Invoice	TRIPP USB C TO GIGABIT	04/23/2024	10.18		00/00	001-9915
CDW GOVERNMENT INC	4	Invoice	TRIPP USB C TO GIGABIT	04/23/2024	2.54		00/00	002-9915

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CDW GOVERNMENT INC	5	Invoice	TRIPP USB C TO GIGABIT	04/23/2024	2.54		00/00	003-9915
CDW GOVERNMENT INC	6	Invoice	TRIPP USB C TO GIGABIT	04/23/2024	2.54		00/00	401-6050
CDW GOVERNMENT INC	7	Invoice	TRIPP USB C TO GIGABIT	04/23/2024	2.54		00/00	721-6050
Total CDW GOVERNMENT INC (750):					25.43			
<b>CENGAGE LEARNING INC/GALE (1890)</b>								
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	04/10/2024	30.39		00/00	701-5691
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	04/15/2024	150.35		00/00	701-5691
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	04/18/2024	84.77		00/00	701-5691
Total CENGAGE LEARNING INC/GALE (1890):					265.51			
<b>CHAPIN LAWN CARE (6387)</b>								
CHAPIN LAWN CARE	1	Invoice	MOWING & FERTILIZER	04/29/2024	290.00		00/00	201-5329
Total CHAPIN LAWN CARE (6387):					290.00			
<b>CITY HALL FUND (830)</b>								
CITY HALL FUND	1	Invoice	DEPARTMENT OFFICE R	05/01/2024	548.00		00/00	001-9680
CITY HALL FUND	2	Invoice	DEPARTMENT OFFICE R	05/01/2024	412.00		00/00	002-9680
CITY HALL FUND	3	Invoice	DEPARTMENT OFFICE R	05/01/2024	265.00		00/00	003-9680
CITY HALL FUND	4	Invoice	DEPARTMENT OFFICE R	05/01/2024	187.50		00/00	101-9680
CITY HALL FUND	5	Invoice	DEPARTMENT OFFICE R	05/01/2024	150.00		00/00	401-9680
CITY HALL FUND	6	Invoice	DEPARTMENT OFFICE R	05/01/2024	37.50		00/00	721-9680
Total CITY HALL FUND (830):					1,600.00			
<b>CITY HEALTH FUND (835)</b>								
CITY HEALTH FUND	1	Invoice	HEALTH REIMBURSEME	05/01/2024	220.00		00/00	101-9620
CITY HEALTH FUND	2	Invoice	HEALTH REIMBURSEME	05/01/2024	260.00		00/00	201-9620
CITY HEALTH FUND	3	Invoice	HEALTH REIMBURSEME	05/01/2024	40.00		00/00	203-9620
CITY HEALTH FUND	4	Invoice	HEALTH REIMBURSEME	05/01/2024	220.00		00/00	401-9620
CITY HEALTH FUND	5	Invoice	HEALTH REIMBURSEME	05/01/2024	80.00		00/00	601-9620
CITY HEALTH FUND	6	Invoice	HEALTH REIMBURSEME	05/01/2024	320.00		00/00	701-9620
CITY HEALTH FUND	7	Invoice	HEALTH REIMBURSEME	05/01/2024	500.00		00/00	001-9620
CITY HEALTH FUND	8	Invoice	HEALTH REIMBURSEME	05/01/2024	220.00		00/00	002-9620
CITY HEALTH FUND	9	Invoice	HEALTH REIMBURSEME	05/01/2024	140.00		00/00	003-9620
Total CITY HEALTH FUND (835):					2,000.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>CITY REVENUE FUND (860)</b>								
CITY REVENUE FUND	1	Invoice	FUEL OIL RECOVERY	05/01/2024	61.65		00/00	001-7090
CITY REVENUE FUND	2	Invoice	GAS PUMPS	05/01/2024	58.88		00/00	001-9670
CITY REVENUE FUND	3	Invoice	WATER (4)	05/01/2024	8,999.64		00/00	002-7100
CITY REVENUE FUND	4	Invoice	SEWER	05/01/2024	1,812.59		00/00	003-7530
CITY REVENUE FUND	5	Invoice	GENERAL (POLICE 1)	05/01/2024	835.73		00/00	201-5215
CITY REVENUE FUND	6	Invoice	GENERAL (POLICE 8)	05/01/2024	33.00		00/00	201-5610
CITY REVENUE FUND	7	Invoice	CITY HALL	05/01/2024	984.66		00/00	501-7530
CITY REVENUE FUND	8	Invoice	STREET & GRADE (6)	05/01/2024	4,658.10		00/00	401-7530
CITY REVENUE FUND	9	Invoice	STREET & GRADE (7)	05/01/2024	167.76		00/00	401-5890
CITY REVENUE FUND	10	Invoice	FIRE MAINT.	05/01/2024	1,968.73		00/00	301-7530
CITY REVENUE FUND	11	Invoice	CEMETERY	05/01/2024	164.79		00/00	601-7530
CITY REVENUE FUND	12	Invoice	SAN. LANDFILL	05/01/2024	78.84		00/00	511-7530
CITY REVENUE FUND	13	Invoice	LIBRARY	05/01/2024	928.96		00/00	701-7530
CITY REVENUE FUND	14	Invoice	PARK & REC	05/01/2024	1,206.82		00/00	521-7530
CITY REVENUE FUND	15	Invoice	THEATRE	05/01/2024	112.90		00/00	810-5210
CITY REVENUE FUND	16	Invoice	SWIMMING POOL	05/01/2024	71.10		00/00	522-7530
CITY REVENUE FUND	17	Invoice	COMM. DEVELOP.	05/01/2024	101.48		00/00	101-6201
CITY REVENUE FUND	18	Invoice	CHARGING STATION	05/01/2024	.00		00/00	001-9890
CITY REVENUE FUND	19	Invoice	COMMUNITY ROOM	05/01/2024	309.66		00/00	503-7530
CITY REVENUE FUND	1	Invoice	ELECTRIC	05/01/2024	707.98		00/00	001-7060
CITY REVENUE FUND	2	Invoice	POLICE	05/01/2024	41.17		00/00	201-5215
CITY REVENUE FUND	3	Invoice	CITY HALL	05/01/2024	35.91		00/00	501-7530
CITY REVENUE FUND	4	Invoice	STREET & GRADE	05/01/2024	36.78		00/00	401-7530
CITY REVENUE FUND	5	Invoice	FIRE MAINT.	05/01/2024	34.15		00/00	301-7530
CITY REVENUE FUND	6	Invoice	LIBRARY	05/01/2024	24.76		00/00	701-7530
CITY REVENUE FUND	7	Invoice	PARK BLDG	05/01/2024	.00		00/00	721-7530
CITY REVENUE FUND	8	Invoice	SWIMMING POOL	05/01/2024	.00		00/00	522-7530
CITY REVENUE FUND	9	Invoice	THEATRE	05/01/2024	.00		00/00	810-5210
CITY REVENUE FUND	10	Invoice	PARK & REC	05/01/2024	153.93		00/00	521-7530
CITY REVENUE FUND	11	Invoice	COMMUNITY ROOM	05/01/2024	8.25		00/00	503-7530
CITY REVENUE FUND	1	Invoice	ELECTRIC	05/01/2024	145.00		00/00	001-7060
CITY REVENUE FUND	2	Invoice	SEWER REV	05/01/2024	764.79		00/00	003-7530
CITY REVENUE FUND	3	Invoice	POLICE	05/01/2024	41.89		00/00	201-5215
CITY REVENUE FUND	4	Invoice	CITY HALL	05/01/2024	90.21		00/00	501-7530
CITY REVENUE FUND	5	Invoice	STREET & GRADE	05/01/2024	63.46		00/00	401-7530
CITY REVENUE FUND	6	Invoice	FIRE MAINT.	05/01/2024	75.73		00/00	301-7530
CITY REVENUE FUND	7	Invoice	CEMETERY	05/01/2024	22.57		00/00	601-7530
CITY REVENUE FUND	8	Invoice	LANDFILL	05/01/2024	.00		00/00	511-7530
CITY REVENUE FUND	9	Invoice	LIBRARY	05/01/2024	167.74		00/00	701-7530
CITY REVENUE FUND	10	Invoice	PARKS & REC	05/01/2024	155.54		00/00	521-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY REVENUE FUND	11	Invoice	THEATRE	05/01/2024	119.44		00/00	810-5210
CITY REVENUE FUND	12	Invoice	SWIMMING POOL	05/01/2024	.00		00/00	522-7530
CITY REVENUE FUND	13	Invoice	PARK BLDG	05/01/2024	.00		00/00	721-7530
CITY REVENUE FUND	14	Invoice	AIRPORT	05/01/2024	27.57		00/00	050-7530
CITY REVENUE FUND	15	Invoice	COMMUNITY ROOM	05/01/2024	55.92		00/00	503-7530
CITY REVENUE FUND	1	Invoice	CONSUMER DEPOSIT AP	05/07/2024	1,740.86		00/00	001-3500
Total CITY REVENUE FUND (860):					27,068.94			
<b>CITY TAX FUND (865)</b>								
CITY TAX FUND	1	Invoice	ELECTRIC SURPLUS & F	05/01/2024	29,167.00		00/00	001-9960
CITY TAX FUND	2	Invoice	ELECTRIC SURPLUS & F	05/01/2024	10,000.00		00/00	001-9965
CITY TAX FUND	1	Invoice	LIBRARY BOND PAYMEN	05/01/2024	21,000.00		00/00	150-1015
Total CITY TAX FUND (865):					60,167.00			
<b>CONSOLIDATED MANAGEMENT COMPANY (955)</b>								
CONSOLIDATED MANAGEMENT COMPANY	1	Invoice	MEETING/TRAINING	05/01/2024	81.20		00/00	201-9760
Total CONSOLIDATED MANAGEMENT COMPANY (955):					81.20			
<b>CONTRERAS, MELISSA (6496)</b>								
CONTRERAS, MELISSA	1	Invoice	REFUND T-BALL REGIST	04/30/2024	25.00		00/00	721-5901
Total CONTRERAS, MELISSA (6496):					25.00			
<b>CORE &amp; MAIN LP (1005)</b>								
CORE & MAIN LP	1	Invoice	OMNI+ 3 T2 19LL 20' TRP	04/16/2024	1,584.55	1576	00/00	002-8090
CORE & MAIN LP	2	Invoice	3CI FLG KIT	04/16/2024	76.40	1576	00/00	002-8090
CORE & MAIN LP	1	Invoice	6" 101 SENSUS PROP ME	04/16/2024	3,761.57	1509	00/00	002-8090
Total CORE & MAIN LP (1005):					5,422.52			
<b>CRETE AREA MEDICAL CENTER (1070)</b>								
CRETE AREA MEDICAL CENTER	1	Invoice	AMBULANCE LAUNDRY	05/01/2024	35.00		00/00	302-8500
CRETE AREA MEDICAL CENTER	1	Invoice	ALS PARAMEDIC FEE	04/26/2024	1,230.50		00/00	302-5343
CRETE AREA MEDICAL CENTER	2	Invoice	ALS SERVICE FEE	04/26/2024	600.00		00/00	302-5342
Total CRETE AREA MEDICAL CENTER (1070):					1,865.50			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>CRETE FOODMART (GEN) (1095)</b>								
CRETE FOODMART (GEN)	1	Invoice	LAB SUPPLIES	04/15/2024	34.98		00/00	003-7282
Total CRETE FOODMART (GEN) (1095):					34.98			
<b>CRETE GLASS (1100)</b>								
CRETE GLASS	1	Invoice	REPLACE PLEXI GLASS -	04/17/2024	865.00		00/00	101-5330
Total CRETE GLASS (1100):					865.00			
<b>CRETE POSTMASTER (1120)</b>								
CRETE POSTMASTER	1	Invoice	UTILITY POSTAGE	05/01/2024	402.96		05/24	002-9650
CRETE POSTMASTER	2	Invoice	UTILITY POSTAGE	05/01/2024	402.95		05/24	003-9650
CRETE POSTMASTER	3	Invoice	UTILITY POSTAGE	05/01/2024	402.95		05/24	001-9650
Total CRETE POSTMASTER (1120):					1,208.86			
<b>CRETE VETERINARY CLINIC (1140)</b>								
CRETE VETERINARY CLINIC	1	Invoice	BOARD - DOG	04/02/2024	104.20		00/00	203-5345
CRETE VETERINARY CLINIC	1	Invoice	BOARD - CAT	04/11/2024	105.00		00/00	203-5345
CRETE VETERINARY CLINIC	1	Invoice	PMT 4/19/24 CASH	04/19/2024	107.93-		00/00	203-5345
CRETE VETERINARY CLINIC	1	Invoice	BOARD - CAT	04/23/2024	105.00		00/00	203-5345
CRETE VETERINARY CLINIC	1	Invoice	DOG-BOARD/RABIES VA	04/29/2024	114.80		00/00	203-5345
CRETE VETERINARY CLINIC	2	Invoice	DOG-BOARD/RABIES VA	04/19/2024	22.07-		00/00	203-5345
Total CRETE VETERINARY CLINIC (1140):					299.00			
<b>CUMMINS SALES AND SERVICE (5625)</b>								
CUMMINS SALES AND SERVICE	1	Invoice	GENERATOR PREVENTIV	03/16/2024	388.47		00/00	201-5329
CUMMINS SALES AND SERVICE	1	Invoice	GENERATOR REPAIR	04/03/2024	1,135.51		00/00	201-5329
Total CUMMINS SALES AND SERVICE (5625):					1,523.98			
<b>DANKO EMERGENCY EQUIPMENT CO (1200)</b>								
DANKO EMERGENCY EQUIPMENT CO	1	Invoice	WATEROUS-K1237 KIT R	04/17/2024	889.16		00/00	301-5791
Total DANKO EMERGENCY EQUIPMENT CO (1200):					889.16			
<b>DENISE ELIZABETH GOMEZ (6501)</b>								
DENISE ELIZABETH GOMEZ	1	Invoice	CONSUMER DEPOSIT RE	05/07/2024	140.65		00/00	001-3500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total DENISE ELIZABETH GOMEZ (6501):					140.65			
<b>DREW &amp; MARY RISCHE (6506)</b>								
DREW & MARY RISCHE	1	Invoice	CONSUMER DEPOSIT RE	05/07/2024	110.00		00/00	001-3500
Total DREW & MARY RISCHE (6506):					110.00			
<b>DUTTON LAINSON COMPANY (1450)</b>								
DUTTON LAINSON COMPANY	1	Invoice	HOMAC SGAC500 SL ST	04/18/2024	285.15	1513	00/00	001-1500
DUTTON LAINSON COMPANY	1	Invoice	SLEEVE, #12 COPPER, NI	04/23/2024	82.18	1573	00/00	001-1500
DUTTON LAINSON COMPANY	2	Invoice	SLEEVE, #10 NICOPRES	04/23/2024	96.17	1573	00/00	001-8020
Total DUTTON LAINSON COMPANY (1450):					463.50			
<b>EAKES OFFICE SOLUTIONS (1475)</b>								
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	04/19/2024	193.92		00/00	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	03/15/2024	259.96		00/00	201-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	04/05/2024	110.98		00/00	201-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	04/19/2024	30.66		00/00	701-9900
Total EAKES OFFICE SOLUTIONS (1475):					595.52			
<b>EMBLEM ENTERPRISES INC (1555)</b>								
EMBLEM ENTERPRISES INC	1	Invoice	CAPT PATCHES FOR UNI	04/29/2024	66.14		00/00	531-6477
Total EMBLEM ENTERPRISES INC (1555):					66.14			
<b>ENVIRO-TECH PEST SERVICES (1640)</b>								
ENVIRO-TECH PEST SERVICES	1	Invoice	PEST CONTROL-210 E 14	04/10/2024	50.00		00/00	301-5330
ENVIRO-TECH PEST SERVICES	1	Invoice	PEST CONTROL-649 SO	04/10/2024	40.00		00/00	301-5330
Total ENVIRO-TECH PEST SERVICES (1640):					90.00			
<b>EXECUTIVE ANSWERING SERVICE (1670)</b>								
EXECUTIVE ANSWERING SERVICE	1	Invoice	ANSWERING SERVICE	05/01/2024	8.74		00/00	203-9980
EXECUTIVE ANSWERING SERVICE	2	Invoice	ANSWERING SERVICE	05/01/2024	10.93		00/00	401-9980
EXECUTIVE ANSWERING SERVICE	3	Invoice	ANSWERING SERVICE	05/01/2024	.44		00/00	601-9980
EXECUTIVE ANSWERING SERVICE	4	Invoice	ANSWERING SERVICE	05/01/2024	.44		00/00	511-9980
EXECUTIVE ANSWERING SERVICE	5	Invoice	ANSWERING SERVICE	05/01/2024	1.30		00/00	521-9980
EXECUTIVE ANSWERING SERVICE	6	Invoice	ANSWERING SERVICE	05/01/2024	43.69		00/00	001-9980

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
EXECUTIVE ANSWERING SERVICE	7	Invoice	ANSWERING SERVICE	05/01/2024	10.93		00/00	002-9980
EXECUTIVE ANSWERING SERVICE	8	Invoice	ANSWERING SERVICE	05/01/2024	10.93		00/00	003-9980
Total EXECUTIVE ANSWERING SERVICE (1670):					87.40			
<b>FIRST NATIONAL BANK OF OMAHA (1770)</b>								
FIRST NATIONAL BANK OF OMAHA	1	Invoice	CHAD CC, GALLS 261759	04/26/2024	116.00		00/00	531-6477
FIRST NATIONAL BANK OF OMAHA	2	Invoice	CHAD CC, BLAUER MFG	04/26/2024	175.47		00/00	531-6477
FIRST NATIONAL BANK OF OMAHA	3	Invoice	CHAD CC, WALMART 009	04/26/2024	63.84		00/00	201-5120
FIRST NATIONAL BANK OF OMAHA	4	Invoice	CHAD CC, WALMART 010	04/26/2024	14.90		00/00	201-5329
FIRST NATIONAL BANK OF OMAHA	5	Invoice	CHAD CC, BLAUER MFG	04/26/2024	334.95		00/00	531-6477
FIRST NATIONAL BANK OF OMAHA	6	Invoice	CHAD CC, SALINE CO M	04/26/2024	26.00		00/00	201-5791
FIRST NATIONAL BANK OF OMAHA	1	Invoice	GARY CC, HYATT REGEN	04/26/2024	24.49		00/00	201-9760
FIRST NATIONAL BANK OF OMAHA	2	Invoice	GARY CC, SASSETTA 122	04/26/2024	34.58		00/00	002-9760
FIRST NATIONAL BANK OF OMAHA	3	Invoice	GARY CC, ZALAT PIZZA 4	04/26/2024	7.17		00/00	002-9760
FIRST NATIONAL BANK OF OMAHA	4	Invoice	GARY CC, NEBRASKAFBI	04/26/2024	20.00		00/00	201-9760
FIRST NATIONAL BANK OF OMAHA	5	Invoice	GARY CC, OMAHA EPPLE	04/26/2024	45.00		00/00	201-9760
Total FIRST NATIONAL BANK OF OMAHA (1770):					862.40			
<b>FRANCISCA CIFUENTES-CALDERON (6509)</b>								
FRANCISCA CIFUENTES-CALDERON	1	Invoice	CONSUMER DEPOSIT RE	05/07/2024	110.00		00/00	001-3500
Total FRANCISCA CIFUENTES-CALDERON (6509):					110.00			
<b>FYR-TEK (5811)</b>								
FYR-TEK	1	Invoice	FIRE EQUIP REPAIRS	03/28/2024	2,242.06		00/00	301-5791
Total FYR-TEK (5811):					2,242.06			
<b>GRAINGER (2005)</b>								
GRAINGER	1	Invoice	GASKETS REPAIR - GEN	03/12/2024	180.46		00/00	001-7170
GRAINGER	1	Invoice	SIGN HARDWARE	04/19/2024	32.40		00/00	401-6001
Total GRAINGER (2005):					212.86			
<b>HEARTLAND NATURAL GAS (2175)</b>								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-485 S MAIN AVE	04/25/2024	88.37		00/00	003-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-239 E 13TH ST	04/25/2024	14.22		00/00	501-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	04/25/2024	13.39		00/00	301-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total HEARTLAND NATURAL GAS (2175):					115.98			
<b>HEATH SPORTS (2180)</b>								
HEATH SPORTS	1	Invoice	BALL CAP FOR OFC JON	05/02/2024	28.78		00/00	531-6477
HEATH SPORTS	1	Invoice	CONSUMER DEPOSIT RE	05/07/2024	895.00		00/00	001-3500
Total HEATH SPORTS (2180):					923.78			
<b>HONG LE &amp; KIM CHI VU (6511)</b>								
HONG LE & KIM CHI VU	1	Invoice	CONSUMER DEPOSIT RE	05/07/2024	110.00		00/00	001-3500
Total HONG LE & KIM CHI VU (6511):					110.00			
<b>HTM SALES INC (2275)</b>								
HTM SALES INC	1	Invoice	KSB KRT F80-200/24XG -	04/29/2024	748.00	1583	00/00	003-7201
Total HTM SALES INC (2275):					748.00			
<b>IONWARE (2360)</b>								
IONWARE	1	Invoice	BOSON CE 2 ANNUAL MA	04/30/2024	450.00		00/00	001-8090
IONWARE	2	Invoice	BOSON CE 2 ANNUAL MA	04/30/2024	450.00		00/00	002-8090
Total IONWARE (2360):					900.00			
<b>JAMES JEFFEREY CLEVINGER (6502)</b>								
JAMES JEFFEREY CLEVINGER	1	Invoice	CONSUMER DEPOSIT RE	05/07/2024	62.88		00/00	001-3500
Total JAMES JEFFEREY CLEVINGER (6502):					62.88			
<b>JENNIFER BANOS (6505)</b>								
JENNIFER BANOS	1	Invoice	CONSUMER DEPOSIT RE	05/07/2024	150.00		00/00	001-3500
Total JENNIFER BANOS (6505):					150.00			
<b>JEO CONSULTING GROUP INC. (2425)</b>								
JEO CONSULTING GROUP INC.	1	Invoice	R222218.00 SOLAR FARM	04/19/2024	670.00		00/00	001-2000
Total JEO CONSULTING GROUP INC. (2425):					670.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>JUAN MORALES (6504)</b>								
JUAN MORALES	1	Invoice	CONSUMER DEPOSIT RE	05/07/2024	210.00		00/00	001-3500
Total JUAN MORALES (6504):					210.00			
<b>KIDWELL (2580)</b>								
KIDWELL	1	Invoice	SERVICE AGMT	04/01/2024	594.00		00/00	101-6050
KIDWELL	2	Invoice	SERVICE AGMT	04/01/2024	1,452.00		00/00	201-6050
KIDWELL	3	Invoice	SERVICE AGMT	04/01/2024	462.00		00/00	401-6050
KIDWELL	4	Invoice	SERVICE AGMT	04/01/2024	132.00		00/00	601-6050
KIDWELL	5	Invoice	SERVICE AGMT	04/01/2024	594.00		00/00	301-6050
KIDWELL	6	Invoice	SERVICE AGMT	04/01/2024	1,452.00		00/00	701-6050
KIDWELL	7	Invoice	SERVICE AGMT	04/01/2024	330.00		00/00	721-6050
KIDWELL	8	Invoice	SERVICE AGMT	04/01/2024	924.00		00/00	001-9910
KIDWELL	9	Invoice	SERVICE AGMT	04/01/2024	330.00		00/00	002-9910
KIDWELL	10	Invoice	SERVICE AGMT	04/01/2024	330.00		00/00	003-9910
KIDWELL	1	Invoice	SERVICE AGREEMENT	04/01/2024	22.50		00/00	101-6050
KIDWELL	2	Invoice	SERVICE AGREEMENT	04/01/2024	55.00		00/00	201-6050
KIDWELL	3	Invoice	SERVICE AGREEMENT	04/01/2024	17.50		00/00	401-6050
KIDWELL	4	Invoice	SERVICE AGREEMENT	04/01/2024	5.00		00/00	601-6050
KIDWELL	5	Invoice	SERVICE AGREEMENT	04/01/2024	22.50		00/00	301-6050
KIDWELL	6	Invoice	SERVICE AGREEMENT	04/01/2024	55.00		00/00	701-6050
KIDWELL	7	Invoice	SERVICE AGREEMENT	04/01/2024	12.50		00/00	721-6050
KIDWELL	8	Invoice	SERVICE AGREEMENT	04/01/2024	35.00		00/00	001-9910
KIDWELL	9	Invoice	SERVICE AGREEMENT	04/01/2024	12.50		00/00	002-9910
KIDWELL	10	Invoice	SERVICE AGREEMENT	04/01/2024	12.50		00/00	003-9910
KIDWELL	1	Invoice	DUO ESSENTIAL SOFTW	04/01/2024	24.09		00/00	101-6050
KIDWELL	2	Invoice	DUO ESSENTIAL SOFTW	04/01/2024	24.09		00/00	201-6050
KIDWELL	3	Invoice	DUO ESSENTIAL SOFTW	04/01/2024	24.09		00/00	401-6050
KIDWELL	4	Invoice	DUO ESSENTIAL SOFTW	04/01/2024	6.57		00/00	601-6050
KIDWELL	5	Invoice	DUO ESSENTIAL SOFTW	04/01/2024	6.57		00/00	301-6050
KIDWELL	6	Invoice	DUO ESSENTIAL SOFTW	04/01/2024	24.09		00/00	701-6050
KIDWELL	7	Invoice	DUO ESSENTIAL SOFTW	04/01/2024	13.14		00/00	721-6050
KIDWELL	8	Invoice	DUO ESSENTIAL SOFTW	04/01/2024	6.57		00/00	521-6050
KIDWELL	9	Invoice	DUO ESSENTIAL SOFTW	04/01/2024	6.57		00/00	501-6050
KIDWELL	10	Invoice	DUO ESSENTIAL SOFTW	04/01/2024	6.57		00/00	050-6050
KIDWELL	11	Invoice	DUO ESSENTIAL SOFTW	04/01/2024	28.47		00/00	001-9910
KIDWELL	12	Invoice	DUO ESSENTIAL SOFTW	04/01/2024	24.09		00/00	002-9910
KIDWELL	13	Invoice	DUO ESSENTIAL SOFTW	04/01/2024	24.09		00/00	003-9910

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total KIDWELL (2580):					7,069.00			
<b>MACQUEEN EQUIPMENT LLC (2930)</b>								
MACQUEEN EQUIPMENT LLC	1	Invoice	RADIATOR REPLACEME	04/22/2024	1,235.66		00/00	401-5968
Total MACQUEEN EQUIPMENT LLC (2930):					1,235.66			
<b>MARTIN, ALICIA (6498)</b>								
MARTIN, ALICIA	1	Invoice	REFUND T-BALL REGIST	05/03/2024	25.00		00/00	721-5901
Total MARTIN, ALICIA (6498):					25.00			
<b>MATHESON TRI-GAS INC (3020)</b>								
MATHESON TRI-GAS INC	1	Invoice	OXYGEN	04/30/2024	147.60		00/00	302-5265
Total MATHESON TRI-GAS INC (3020):					147.60			
<b>MAX I WALKER UNIFORM &amp; APPAREL (3035)</b>								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	04/17/2024	91.92		00/00	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	04/24/2024	82.67		00/00	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	05/01/2024	82.67		00/00	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					257.26			
<b>MENARDS - LINCOLN SOUTH (3115)</b>								
MENARDS - LINCOLN SOUTH	1	Invoice	AIR FILTERS	04/24/2024	103.87		00/00	701-5330
Total MENARDS - LINCOLN SOUTH (3115):					103.87			
<b>MIDWEST ALARM SERVICES (3175)</b>								
MIDWEST ALARM SERVICES	1	Invoice	ALARM MONITORING 210	04/08/2024	101.85		00/00	301-5330
Total MIDWEST ALARM SERVICES (3175):					101.85			
<b>MIDWEST LABORATORIES INC (3195)</b>								
MIDWEST LABORATORIES INC	1	Invoice	LABS	05/02/2024	2,510.67		00/00	003-7282
MIDWEST LABORATORIES INC	1	Invoice	LAB SUPPLIES	05/02/2024	378.15		00/00	003-7282
Total MIDWEST LABORATORIES INC (3195):					2,888.82			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>MIGUEL VEGA-TAFOLLA (6507)</b>								
MIGUEL VEGA-TAFOLLA	1	Invoice	CONSUMER DEPOSIT RE	05/07/2024	110.00		00/00	001-3500
Total MIGUEL VEGA-TAFOLLA (6507):					110.00			
<b>MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310)</b>								
MUNICIPAL ENERGY AGENCY OF NEBRASKA	1	Invoice	PURCHASED POWER-NM	04/18/2024	561,430.04		00/00	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	2	Invoice	PURCHASED POWER-OT	04/18/2024	6.33		00/00	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	3	Invoice	WHEELING EXPENSE	04/18/2024	79,813.51		00/00	001-7820
MUNICIPAL ENERGY AGENCY OF NEBRASKA	1	Invoice	UTILITY TRAINING SERVI	03/31/2024	500.00		00/00	001-8480
Total MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310):					641,749.88			
<b>NAPA AUTO PARTS (3345)</b>								
NAPA AUTO PARTS	1	Invoice	FINAL CHARGE COOLAN	04/11/2024	37.47		00/00	401-5968
NAPA AUTO PARTS	1	Invoice	FINAL CHARGE COOLAN	04/12/2024	37.47		00/00	401-5968
NAPA AUTO PARTS	1	Invoice	OIL FILTER	04/16/2024	22.99		00/00	401-5801
NAPA AUTO PARTS	1	Invoice	TUBE GREASE	04/22/2024	49.90		00/00	401-5801
NAPA AUTO PARTS	2	Invoice	WASHER FLUID/SUPPOR	04/22/2024	70.47		00/00	401-5968
NAPA AUTO PARTS	1	Invoice	OIL/FILTER	04/24/2024	135.40		00/00	002-8460
NAPA AUTO PARTS	1	Invoice	FLOOR DRY DIABSORB	04/04/2024	21.18		00/00	003-8500
NAPA AUTO PARTS	1	Invoice	WING MOWER REPAIR	04/15/2024	32.17		00/00	050-5791
NAPA AUTO PARTS	1	Invoice	STARTER	05/02/2024	109.64		00/00	001-8460
NAPA AUTO PARTS	1	Invoice	2.F DEF	04/21/2024	38.97		00/00	301-5800
Total NAPA AUTO PARTS (3345):					555.66			
<b>NE DEPT OF REVENUE (3415)</b>								
NE DEPT OF REVENUE	1	Invoice	GAMING TAX JAN/FEB/M	05/01/2024	9,998.00		00/00	103-5251
Total NE DEPT OF REVENUE (3415):					9,998.00			
<b>NE PUBLIC HEALTH ENVIRONMENTAL LAB (3480)</b>								
NE PUBLIC HEALTH ENVIRONMENTAL LAB	1	Invoice	LAB	04/16/2024	120.00		00/00	002-7281
Total NE PUBLIC HEALTH ENVIRONMENTAL LAB (3480):					120.00			
<b>NEBRASKA TURF PRODUCTS (6495)</b>								
NEBRASKA TURF PRODUCTS	1	Invoice	IMIDACLOPRID 2F	04/24/2024	61.14		00/00	521-5570

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total NEBRASKA TURF PRODUCTS (6495):					61.14			
<b>NEBRASKA.GOV (3575)</b>								
NEBRASKA.GOV	1	Invoice	JUSTICE CASE LISTING (	04/30/2024	14.00		00/00	101-5420
Total NEBRASKA.GOV (3575):					14.00			
<b>NEBRASKALAND TIRE INC (5636)</b>								
NEBRASKALAND TIRE INC	1	Invoice	TIRE REPAIR-EXMARK M	04/17/2024	15.00		00/00	401-5810
NEBRASKALAND TIRE INC	1	Invoice	TIRE & TUBE FOR POWE	04/12/2024	39.71		00/00	521-5810
Total NEBRASKALAND TIRE INC (5636):					54.71			
<b>OLSSON (3775)</b>								
OLSSON	1	Invoice	#015-08260 CRETE CORE	04/17/2024	747.39		00/00	003-9840
OLSSON	1	Invoice	#023-04638 SCADA ON C	04/22/2024	664.47		00/00	001-9910
OLSSON	2	Invoice	#023-04638 SCADA ON C	04/22/2024	664.47		00/00	002-9910
OLSSON	3	Invoice	#023-04638 SCADA ON C	04/22/2024	664.46		00/00	003-9910
Total OLSSON (3775):					2,740.79			
<b>ONE CALL CONCEPTS INC (3810)</b>								
ONE CALL CONCEPTS INC	1	Invoice	LOCATING SERVICE FEE	04/30/2024	55.48		00/00	001-9730
ONE CALL CONCEPTS INC	2	Invoice	LOCATING SERVICE FEE	04/30/2024	55.48		00/00	002-9730
Total ONE CALL CONCEPTS INC (3810):					110.96			
<b>PACE PAYMENT SYSTEMS INC (ACH) (5851)</b>								
PACE PAYMENT SYSTEMS INC (ACH)	1	Invoice	MYGOV ONLINE PAYMEN	03/31/2024	5.00		00/00	101-9926
PACE PAYMENT SYSTEMS INC (ACH)	1	Invoice	MYGOV ONLINE PAYMEN	04/30/2024	5.00		00/00	101-9926
Total PACE PAYMENT SYSTEMS INC (ACH) (5851):					10.00			
<b>PAUL HEATH (6510)</b>								
PAUL HEATH	1	Invoice	CONSUMER DEPOSIT RE	05/07/2024	110.00		00/00	001-3500
Total PAUL HEATH (6510):					110.00			
<b>PAVERS INC (3925)</b>								
PAVERS INC	1	Invoice	COLD MIX ASPHALT	04/29/2024	753.41		00/00	401-5980

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total PAVERS INC (3925):					753.41			
<b>PRESTO-X (4050)</b>								
PRESTO-X	1	Invoice	PEST CONTROL-1945 FO	04/08/2024	76.89		00/00	201-5329
PRESTO-X	1	Invoice	PEST CONTROL-1420 MA	04/09/2024	59.80		00/00	502-5750
Total PRESTO-X (4050):					136.69			
<b>PURNELL, KENYA (6499)</b>								
PURNELL, KENYA	1	Invoice	REFUND MICRO T-BALL	05/03/2024	25.00		00/00	721-5901
Total PURNELL, KENYA (6499):					25.00			
<b>QUADIENT FINANCE USA INC (5591)</b>								
QUADIENT FINANCE USA INC	1	Invoice	POSTAGE	05/01/2024	125.00		00/00	101-9650
QUADIENT FINANCE USA INC	2	Invoice	POSTAGE	05/01/2024	50.00		00/00	401-9650
QUADIENT FINANCE USA INC	3	Invoice	POSTAGE	05/01/2024	50.00		00/00	721-9650
QUADIENT FINANCE USA INC	4	Invoice	POSTAGE	05/01/2024	125.00		00/00	001-9650
QUADIENT FINANCE USA INC	5	Invoice	POSTAGE	05/01/2024	75.00		00/00	002-9650
QUADIENT FINANCE USA INC	6	Invoice	POSTAGE	05/01/2024	75.00		00/00	003-9650
Total QUADIENT FINANCE USA INC (5591):					500.00			
<b>QUADIENT LEASING USA INC (4100)</b>								
QUADIENT LEASING USA INC	1	Invoice	POSTAGE LEASE PMT	04/15/2024	164.71		00/00	001-9650
QUADIENT LEASING USA INC	2	Invoice	POSTAGE LEASE PMT	04/15/2024	82.36		00/00	002-9650
QUADIENT LEASING USA INC	3	Invoice	POSTAGE LEASE PMT	04/15/2024	82.36		00/00	003-9650
Total QUADIENT LEASING USA INC (4100):					329.43			
<b>RAILROAD MANAGEMENT CO III LLC (4155)</b>								
RAILROAD MANAGEMENT CO III LLC	1	Invoice	LICENSE #304521	05/03/2024	379.14		00/00	001-9690
Total RAILROAD MANAGEMENT CO III LLC (4155):					379.14			
<b>RASMUSSEN MECHANICAL SERVICES (6492)</b>								
RASMUSSEN MECHANICAL SERVICES	1	Invoice	BOILER REPAIR	04/12/2024	1,212.78		00/00	701-5330
Total RASMUSSEN MECHANICAL SERVICES (6492):					1,212.78			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>RRG GLOBAL INC (6449)</b>								
RRG GLOBAL INC	1	Invoice	ASPHALT BINDER 5G	03/21/2024	786.83	1568	00/00	401-5980
Total RRG GLOBAL INC (6449):					786.83			
<b>SACK LUMBER CO (4385)</b>								
SACK LUMBER CO	1	Invoice	RETURN CREDIT	11/22/2023	24.99-		00/00	601-5330
SACK LUMBER CO	1	Invoice	2X8-20 2 & BTR LUMBER/	04/18/2024	77.98		00/00	502-5330
SACK LUMBER CO	1	Invoice	FORM BOARDS & WOOD	04/23/2024	48.89		00/00	401-5980
Total SACK LUMBER CO (4385):					101.88			
<b>SANDRY FIRE SUPPLY LLC (4495)</b>								
SANDRY FIRE SUPPLY LLC	1	Invoice	BOOTS	03/28/2024	551.50		00/00	303-5261
Total SANDRY FIRE SUPPLY LLC (4495):					551.50			
<b>SAPP BROS PETROLEUM (4505)</b>								
SAPP BROS PETROLEUM	1	Invoice	OIL TEST KITS	04/30/2024	96.00		00/00	001-7170
Total SAPP BROS PETROLEUM (4505):					96.00			
<b>SARGENT DRILLING (5724)</b>								
SARGENT DRILLING	1	Invoice	WELL & PUMP TEST ON	04/18/2024	1,700.00	1585	00/00	002-7081
SARGENT DRILLING	2	Invoice	AIR LINE GUAGE	04/18/2024	92.45	1585	00/00	002-7081
Total SARGENT DRILLING (5724):					1,792.45			
<b>SCHINDLER ELEVATOR CORP (4530)</b>								
SCHINDLER ELEVATOR CORP	1	Invoice	INSPECTION SERVICE-24	05/01/2024	194.22		00/00	501-5330
Total SCHINDLER ELEVATOR CORP (4530):					194.22			
<b>SECURITY EQUIPMENT INC (5787)</b>								
SECURITY EQUIPMENT INC	1	Invoice	BULLET CAMERAS	04/10/2024	991.00		00/00	401-6484
SECURITY EQUIPMENT INC	2	Invoice	BULLET CAMERAS	04/10/2024	1,982.00		00/00	501-6484
SECURITY EQUIPMENT INC	3	Invoice	BULLET CAMERAS	04/10/2024	2,973.00		00/00	521-6484
SECURITY EQUIPMENT INC	4	Invoice	BULLET CAMERAS	04/10/2024	2,973.00		00/00	511-6484
Total SECURITY EQUIPMENT INC (5787):					8,919.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>SEWARD COUNTY INDEPENDENT (4590)</b>								
SEWARD COUNTY INDEPENDENT	1	Invoice	ORDINANCE 2198	04/10/2024	11.82		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	ZONING CHANGE	04/10/2024	10.00		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	CEMETERY	04/10/2024	12.27		00/00	601-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	CITY COUNCIL	04/10/2024	11.82		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PROCEEDINGS	04/10/2024	126.13		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	ORDINANCE 2197	04/10/2024	10.91		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PLANNING COMMISSION	04/17/2024	11.82		00/00	101-5480
SEWARD COUNTY INDEPENDENT	1	Invoice	CIVIL SERVICE	04/17/2024	8.64		00/00	101-5381
SEWARD COUNTY INDEPENDENT	1	Invoice	PROCEEDINGS	04/24/2024	163.97		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	HEARINGS	04/24/2024	10.00		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	2023 QUALITY ON TAP	04/24/2024	892.50		00/00	002-9880
SEWARD COUNTY INDEPENDENT	1	Invoice	CEMETERY	04/24/2024	12.27		00/00	601-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	AIRPORT	05/01/2024	12.73		00/00	050-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	CITY COUNCIL	05/01/2024	11.82		00/00	101-5390
Total SEWARD COUNTY INDEPENDENT (4590):					1,306.70			
<b>SID DILLON FORD (4635)</b>								
SID DILLON FORD	1	Invoice	OIL CHANGE/FILTER UNI	04/18/2024	82.14		00/00	201-5810
Total SID DILLON FORD (4635):					82.14			
<b>SUNBELT SOLOMON SERVICES (5582)</b>								
SUNBELT SOLOMON SERVICES	1	Invoice	TRANSFORMER REPAIR	04/29/2024	6,633.83	1539	00/00	001-8063
Total SUNBELT SOLOMON SERVICES (5582):					6,633.83			
<b>TRANSUNION RISK &amp; ALTERNATIVE (6152)</b>								
TRANSUNION RISK & ALTERNATIVE	1	Invoice	TLO MONTHLY CHARGE	05/01/2024	170.00		00/00	201-5660
Total TRANSUNION RISK & ALTERNATIVE (6152):					170.00			
<b>TRUCK CENTER COMPANIES (5145)</b>								
TRUCK CENTER COMPANIES	1	Invoice	RAD-950 SQ-IN ITOC RS	04/05/2024	1,459.23	1579	00/00	401-5968
Total TRUCK CENTER COMPANIES (5145):					1,459.23			
<b>U.S. BANK (5170)</b>								
U.S. BANK	1	Invoice	JOY CC, SURVEY MONK	04/23/2024	17.18		00/00	701-6210
U.S. BANK	1	Invoice	LAURA CC, USPS 4-10-24	04/23/2024	9.60		00/00	701-6210

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
U.S. BANK	1	Invoice	TOM CC, ZOOM INV25106	04/23/2024	149.90		00/00	101-8500
U.S. BANK	2	Invoice	TOM CC, NWEA 4/5/24 W	04/23/2024	550.00		00/00	003-9760
U.S. BANK	3	Invoice	TOM CC, HYATT REGENC	04/23/2024	597.03		00/00	101-9760
U.S. BANK	4	Invoice	TOM CC, CANVA 04118-4	04/23/2024	14.99		00/00	101-6050
U.S. BANK	5	Invoice	TOM CC, WALMART 0359	04/23/2024	7.49		00/00	301-6020
U.S. BANK	6	Invoice	TOM CC, MESSICKS 1506	04/23/2024	85.66		00/00	050-6020
Total U.S. BANK (5170):					1,431.85			
<b>UNITE PRIVATE NETWORKS LLC (5210)</b>								
UNITE PRIVATE NETWORKS LLC	1	Invoice	ETHERNET INTERNET A	05/01/2024	88.00		00/00	101-7530
UNITE PRIVATE NETWORKS LLC	2	Invoice	ETHERNET INTERNET A	05/01/2024	99.00		00/00	201-5790
UNITE PRIVATE NETWORKS LLC	3	Invoice	ETHERNET INTERNET A	05/01/2024	88.00		00/00	301-7530
UNITE PRIVATE NETWORKS LLC	4	Invoice	ETHERNET INTERNET A	05/01/2024	99.00		00/00	701-7530
UNITE PRIVATE NETWORKS LLC	5	Invoice	ETHERNET INTERNET A	05/01/2024	550.00		00/00	001-9910
UNITE PRIVATE NETWORKS LLC	6	Invoice	ETHERNET INTERNET A	05/01/2024	88.00		00/00	002-9910
UNITE PRIVATE NETWORKS LLC	7	Invoice	ETHERNET INTERNET A	05/01/2024	88.00		00/00	003-9910
Total UNITE PRIVATE NETWORKS LLC (5210):					1,100.00			
<b>UPS (5240)</b>								
UPS	1	Invoice	POSTAGE	04/20/2024	21.38		00/00	003-9650
Total UPS (5240):					21.38			
<b>WACKEL'S MACHINE SHOP (5340)</b>								
WACKEL'S MACHINE SHOP	1	Invoice	2 CURB FORMS	05/01/2024	319.00		00/00	401-5980
Total WACKEL'S MACHINE SHOP (5340):					319.00			
<b>WASTE CONNECTIONS OF NEBRASKA (5360)</b>								
WASTE CONNECTIONS OF NEBRASKA	2	Adjustmen	PUBLIC WORKS	04/01/2024	40,070.09-		04/24	001-4510
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	1945 FOREST AVE	05/01/2024	60.14		00/00	201-5329
WASTE CONNECTIONS OF NEBRASKA	2	Invoice	243 E 13TH ST	05/01/2024	208.63		00/00	501-7530
WASTE CONNECTIONS OF NEBRASKA	3	Invoice	1420 MAIN AVE	05/01/2024	21.49		00/00	502-7530
WASTE CONNECTIONS OF NEBRASKA	4	Invoice	320 W 9TH ST	05/01/2024	30.07		00/00	001-8000
WASTE CONNECTIONS OF NEBRASKA	5	Invoice	320 W 9TH ST	05/01/2024	30.07		00/00	002-8000
WASTE CONNECTIONS OF NEBRASKA	6	Invoice	100 S MAIN AVE	05/01/2024	157.42		00/00	003-7530
WASTE CONNECTIONS OF NEBRASKA	7	Invoice	1440 LINDEN	05/01/2024	78.63		00/00	001-7220
WASTE CONNECTIONS OF NEBRASKA	8	Invoice	5TH FOREST AVE	05/01/2024	.00		00/00	522-7530
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	TUXEDO PARK	05/01/2024	237.66		00/00	521-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	1515 FOREST AVE	05/01/2024	92.83		00/00	701-5330
Total WASTE CONNECTIONS OF NEBRASKA (5360):					39,153.15-			
<b>WELLS, NIKKI (5405)</b>								
WELLS, NIKKI	1	Invoice	CPR-BLS SKILLS CHECK	04/15/2024	45.00		00/00	201-9760
Total WELLS, NIKKI (5405):					45.00			
<b>WINDSTREAM (5465)</b>								
WINDSTREAM	1	Invoice	PHONE-CITY HALL	05/04/2024	179.18		00/00	101-7530
WINDSTREAM	2	Invoice	PHONE-CITY HALL	05/04/2024	156.55		00/00	721-7530
WINDSTREAM	3	Invoice	PHONE-CITY HALL	05/04/2024	190.85		00/00	003-9660
WINDSTREAM	4	Invoice	PHONE-CITY HALL	05/04/2024	112.52		00/00	401-7530
WINDSTREAM	5	Invoice	PHONE-CITY HALL	05/04/2024	104.88		00/00	001-9660
WINDSTREAM	6	Invoice	PHONE-CITY HALL	05/04/2024	104.87		00/00	002-9660
WINDSTREAM	1	Invoice	091958220 - LIBRARY	04/22/2024	280.07		00/00	701-7530
WINDSTREAM	1	Invoice	090502895 AIRPORT	05/03/2024	156.58		00/00	050-7530
WINDSTREAM	1	Invoice	090552788 COMM CTR	05/03/2024	58.34		00/00	502-7530
WINDSTREAM	1	Invoice	090552789 EMERG MGM	05/03/2024	74.76		00/00	101-5490
WINDSTREAM	1	Invoice	090552792 FIRE	05/03/2024	61.74		00/00	301-7530
WINDSTREAM	1	Invoice	090500417 NMPP	05/03/2024	92.06		00/00	001-9660
Total WINDSTREAM (5465):					1,572.40			
<b>XPRESS BILL PAY (ACH) (5606)</b>								
XPRESS BILL PAY (ACH)	1	Invoice	ONLINE PMT FEE	04/30/2024	312.90		00/00	001-9926
XPRESS BILL PAY (ACH)	2	Invoice	ONLINE PMT FEE	04/30/2024	312.89		00/00	002-9926
XPRESS BILL PAY (ACH)	3	Invoice	ONLINE PMT FEE	04/30/2024	312.89		00/00	003-9926
Total XPRESS BILL PAY (ACH) (5606):					938.68			
Grand Totals:					792,353.09			

<u>GL Period</u>	<u>Amount</u>
05/24	1,208.86
04/24	38,085.75-
00/00	829,229.98
<b>Grand Totals:</b>	<b>792,353.09</b>

Vendor number hash: 757064  
Vendor number hash - split: 1204619  
Total number of invoices: 213  
Total number of transactions: 385

<u>Terms Description</u>	<u>Invoice Amount</u>	<u>Discount Amount</u>	<u>Net Invoice Amount</u>
Open Terms	792,353.09	.00	792,353.09
<b>Grand Totals:</b>	<b>792,353.09</b>	<b>.00</b>	<b>792,353.09</b>

Report Criteria:  
Vendor.Vendor number = 0-1059,1061-99999999

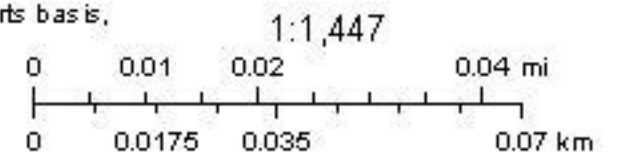


May 6, 2024  
15:13 PM

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

**Zoning Boundaries**

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





(https://www.crete.ne.gov/)

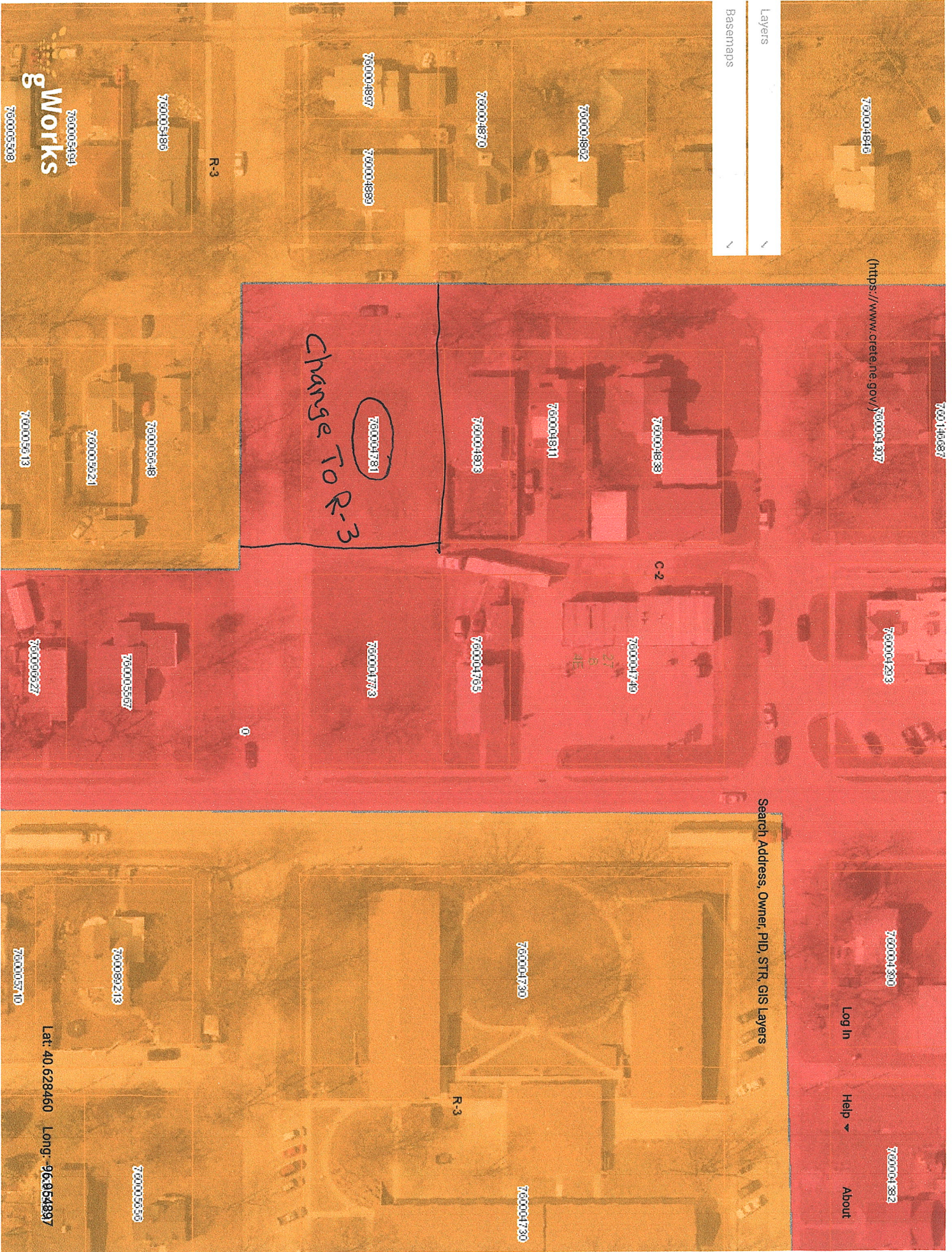
- Layers
- Basemaps

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8 Works

Lat: 40.628460 Long: -96.954897

### Contract Amendment

This Contract Amendment (the "Amendment") is made between the City of Crete Nebraska and Kingery Construction Co. on this 9 day of Sept. 2022. This Amendment is to the contract entitled ISIS Movie Theatre Renovation originally executed on the 13 day of August 2021.

The contract is amended as follows:

Adjust the contract amount to include the cost for Phase 1 of the Theatre renovation per the plans by TACK Architects dated 09/09/2022. The amount for the Phase 1 cost is \$687,592. A copy of the project estimate is attached and made part of this amendment as Exhibit A.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The below-listed changes are the only changes to the original above-referenced contract. The original contract is attached as **Exhibit B**. The remainder of the original contract shall remain in full force and effect.

Should there be any conflict between this Amendment and the Contract or any previous Amendment, the terms of this Amendment shall prevail. This Contract Amendment shall become effective upon the signatures of both Parties.

**Other:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dated:** 09/09/2022

**Dated:** 09/09/2022

  
\_\_\_\_\_  
Signature - Contractor

\_\_\_\_\_  
Signature - Owner

Rick Wintermute, Vice President  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

ISIS Theatre

8/12/2022 12:04 PM

**ISIS Theatre  
Crete, NE  
Renovation - Phase 1 Budget - Revised**

Project name      ISIS Theatre  
Labor rate table      Kingery



Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Total Amount	Notes
<b>GENERAL CONDITIONS</b>						
<b>SUPERVISION</b>						
Supervision	10.00 WK	18,619	-	-	18,619	
<b>PROJECT MANAGEMENT</b>						
Project Management	14.00 WK	-	-	5,600	5,600	
<b>GENERAL CONDITIONS</b>						
<b>Project Size - Total Square Feet</b>	<b>1,000.00 SF</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>	
Layout	1.00 LS	710	80	-	791	
Clean Up	1.00 LS	2,841	268	-	3,109	
Professional Clean-up	1,000.00 SF	-	429	-	429	
Set Up Office & Sheds	1.00 LS	-	-	2,000	2,000	
Office Supplies	2.50 MO	-	201	-	201	
Project Software - Field	2.50 MO	-	268	-	268	
Move Equipment In & Out	1.00 LS	710	-	-	710	
Temporary Toilets(\$100=1 dump/wk)	3.00 MO	-	483	-	483	
<b>Temporary Power Usage</b>	<b>- MO</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>	<b>by Owner</b>
<b>Temporary Lighting</b>	<b>- MO</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>	<b>by electrical</b>
<b>Temporary Water Usage</b>	<b>- MO</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>	<b>by Owner</b>
Temporary Internet Service - Air Card	2.50 MO	-	241	-	241	
Cell Phone	3.00 MO	-	579	-	579	
Site Project Sign	1.00 LS	-	536	-	536	
Safety	1.00 LS	-	215	-	215	
Hard Hat Decal	1.00 LS	-	241	-	241	
Dumpster Fees	3.00 EA	-	1,287	-	1,287	
Plan Printing Cost	1.00 LS	-	268	-	268	
Copies	2.00 MO	-	161	-	161	
Postage Costs	1.00 LS	-	54	-	54	
<b>Testing and Inspection</b>	<b>- LS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>	
Punch List	1.00 LS	710	215	-	925	
<b>SITework</b>						
<b>DEMOLITION</b>						
<b>Demolition - Subcontract</b>	<b>1.00 LS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>	<b>Previously completed</b>
<b>Media Blast Existing Wood Trusses</b>	<b>- LS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>	<b>Phase 2</b>
Misc. Remaining Demo	1.00 LS	710	75	-	785	
<b>CONCRETE</b>						
<b>CONCRETE</b>						
Interior Flatwork Subcontractor	1.00 LS	-	-	17,388	17,388	Ott
Grout Column Bases - Labor	6.00 EA	273	-	-	273	
Grout Column Bases - Material	1.00 CF	-	30	-	30	
<b>POLISHED CONCRETE</b>						
Polished Concrete Subcontractor	1.00 LS	-	-	6,385	6,385	ST. & Sm.
<b>MASONRY</b>						
<b>MASONRY</b>						
4" CMU at Louver Infill	90.00 EA	383	270	-	653	
<b>METALS</b>						
<b>STRUCTURAL STEEL</b>						
Structural Steel Contract	1.00 LS	-	21,500	-	21,500	4G
Structural Steel Erection-Subcontract	1.00 LS	-	-	19,200	19,200	Atlas
<b>MISCELLANEOUS STEEL</b>						
Ships Ladder	1.00 EA	710	-	-	710	w/ steel
<b>ORNAMENTAL METALS</b>						
ISIS Logo - Allowance for Material	1.00 LS	426	10,000	-	10,426	plug
<b>CARPENTRY</b>						
<b>ROUGH CARPENTRY</b>						
Rough Hardware	1.00 LS	-	1,000	-	1,000	

Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Total Amount	Notes
<b>ROUGH CARPENTRY</b>						
<b>Truss Bridging - 3- 2x10's x 12'</b>	<b>1,450.00 BF</b>	-	-	-	0	phase 2
<b>Hanger Brackets for 2x10 Bridging</b>	<b>42.00 EA</b>	-	-	-	0	phase 2
Truss Bridging - Phase 1	1.00 LS	1,420	1,000	-	2,420	plug
Blocking at Misc. Items - 2x6	750.00 BF	1,065	900	-	1,965	
3/4" Plywood	1.00 Sht	45	50	-	95	
1/2" Plywood at Lobby Walls	8.00 Sht	273	320	-	593	
<b>MILLWORK</b>						
Unload & Distribute Casework	1.00 HR	45	-	-	45	
Finish Carpentry - Sub	1.00 LS	-	-	4,509	4,509	Schooner
Cabinets - Mat'l	1.00 LS	-	3,414	-	3,414	C&H
<b>SOLID POLYMER FABRICATNS</b>						
Solid Surface Countertops	1.00 LS	-	-	8,840	8,840	Custom
<b>THERM &amp; MOIST PROTECTION</b>						
<b>CAULKING</b>						
Caulking Subcontract	1.00 LS	710	250	-	960	
<b>DOORS AND WINDOWS</b>						
<b>METAL DOORS &amp; FRAMES</b>						
Hollow Metal / Hardware - Mat'l	1.00 LS	-	4,300	-	4,300	TCH
<b>Hollow Metal Doors</b>	<b>5.00 EA</b>	-	-	-	0	
Locate Hollow Metal Frames for Drywall	5.00 EA	121	-	-	121	
<b>ALUMINUM ENTRANCES</b>						
<b>Aluminum Entrance Subcontract</b>	<b>- LS</b>	-	-	-	0	by Owner
<b>FINISHES</b>						
<b>GYPSUM BOARD</b>						
Gypsum Board Subcontract	1.00 LS	-	-	126,395	126,395	J&H
<b>TILE</b>						
Tile Subcontract	1.00 LS	-	-	9,120	9,120	MW Floors
<b>ACOUSTICAL CEILINGS</b>						
<b>Acoustical Ceilings Subcontract</b>	<b>1.00 LS</b>	-	-	-	0	w/ tectum
<b>SOUND-ABSORPTIVE PANELS</b>						
<b>Tectum Panels</b>	<b>1.00 LS</b>	-	-	-	0	w/ drywall
<b>PAINTING</b>						
Painting Subcontract	1.00 LS	-	-	5,100	5,100	Cornhusker
<b>SPECIALTIES</b>						
<b>TOILET PARTITIONS</b>						
Toilet Partitions - Mat'l	1.00 LS	-	2,544	-	2,544	EPCO
<b>Partitions</b>	<b>4.00 EA</b>	-	-	-	0	
<b>Urinal Screen</b>	<b>1.00 EA</b>	-	-	-	0	
<b>FIRE PROTECT. SPECIALTIES</b>						
Fire Extinguishers & Cabinets - Mat'l	1.00 LS	-	434	-	434	EPCO
<b>Fire Extinguishers &amp; Cab's</b>	<b>2.00 EA</b>	-	-	-	0	
<b>TOILET &amp; BATH ACCESSORIES</b>						
Toilet & Bath Accessories - Mat'l	1.00 LS	-	4,377	-	4,377	EPCO
<b>Semi-recessed Paper Towel Dispenser/Waste Unit</b>	<b>2.00 EA</b>	-	-	-	0	
<b>Mirrors</b>	<b>3.00 EA</b>	-	-	-	0	by Owner
<b>Soap Dispenser</b>	<b>2.00 EA</b>	-	-	-	0	
<b>Paper Holders</b>	<b>4.00 EA</b>	-	-	-	0	
<b>Napkin Disposals</b>	<b>3.00 EA</b>	-	-	-	0	
<b>Grab Bars</b>	<b>6.00 EA</b>	-	-	-	0	
<b>Baby Changing Station</b>	<b>2.00 EA</b>	-	-	-	0	
<b>MECHANICAL</b>						
<b>FIRE PROTECTION</b>						
Fire Sprinkler - Rough-in and Heads Only at Lobby	1.00 LS	-	-	10,760	10,760	NIFCO
<b>PLUMBING</b>						

Description	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Total Amount	Notes
<b>PLUMBING</b>						
Plumbing Subcontract	1.00 LS	-	-	68,000	68,000	plug
<b>SITE UTILITIES</b>						
<b>Fire Service - Tie-In to Exist. on Norman</b>	<b>- LS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>	<b>Phase 2</b>
<b>HVAC SYSTEMS</b>						
HVAC Systems Subcontract	1.00 LS	-	-	103,500	103,500	Hawks
<b>ELECTRICAL</b>						
<b>ELECTRICAL COMPLETE</b>						
Electrical Complete Subcontract	1.00 LS	-	-	150,990	150,990	Sentry

Estimate Totals

Description	Amount	Totals	Rate
Labor	29,773		
Material	55,990		
Subcontract	537,787		
Equipment			
Other			
	<b>623,550</b>	<b>623,550</b>	
Builders Risk Insur - 2 mo.	309		0.045 \$ / 100
Building Permit Fee	2,300		
Building Permit Fire Marshal	500		
Contingency	4,500		
	<b>7,609</b>	<b>631,159</b>	
Fuel for Equipment	1,500		
Equipment Rent	4,000		
	<b>5,500</b>	<b>636,659</b>	
Profit	50,933		8.000 %
	<b>50,933</b>	<b>687,592</b>	
Bond - Not Included			
<b>Total</b>		<b>687,592</b>	

# Exhibit B

## **AIA**® Document A104™ – 2017

### **Standard Abbreviated Form of Agreement Between Owner and Contractor**

**AGREEMENT** made as of the 13 day of August in the year 2021  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Crete Nebraska  
243 E 13<sup>th</sup> Street, PO Box 86  
Crete, NE 68333  
Telephone Number: 402-826-4312  
and the Contractor:

(Name, legal status, address and other information)

Kingery Construction Co.  
201 N. 46<sup>th</sup> Street  
Lincoln, NE 68503

for the following Project:  
(Name, location and detailed description)

Isis Movie Theatre Renovation  
Located in Crete, Nebraska, the Isis Movie Theatre is a 5,500 sf movie theater receiving a full interior renovation.

The Architect:  
(Name, legal status, address and other information)

TACKarchitects, Inc. Subchapter S Corporations  
2922 North 61<sup>st</sup> Street, Suite 1  
Omaha, NE 68104  
Telephone Number: 402-505-9778  
The Owner and Contractor agree as follows.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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**User Notes:**

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**TABLE OF ARTICLES**

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
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- 8 OWNER
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- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

**EXHIBIT A DETERMINATION OF THE COST OF THE WORK**

**ARTICLE 1 THE WORK OF THIS CONTRACT**

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

The date of this Agreement.

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- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

**§ 2.3 Substantial Completion**

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check the appropriate box and complete the necessary information.)

- Not later than ( ) calendar days from the date of commencement of the Work.
- By the following date: To be established at time of GMP amendment

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:  
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be N/A (\$ N/A ), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.2.2 Unit prices, if any:

Init.

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 3.2.3 Allowances, if any, included in the stipulated sum:  
(Identify each allowance.)

Item	Price
N/A	

**§ 3.3 Cost of the Work Plus Contractor's Fee**

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

8% of the cost of the work.

**§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

N/A

**§ 3.4.3 Guaranteed Maximum Price**

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ N/A ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. (Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Init.

Item  
N/A

Price

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

N/A

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

none

#### ARTICLE 4 PAYMENT

##### § 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than 20 ( twenty ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:  
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

5% (five percent)

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

12 % Twelve percent

##### § 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 5 DISPUTE RESOLUTION

### § 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

## ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203–2013 incorporated into this Agreement.)*

N/A

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
to be established by amendment			

§ 6.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

To be enumerated by amendment

Section	Title	Date	Pages
---------	-------	------	-------

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

To be enumerated by amendment

Number	Title	Date
--------	-------	------

§ 6.1.6 The Addenda, if any:

To be enumerated by amendment

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:  
(Check all boxes that apply.)

Exhibit A, Determination of the Cost of the Work.

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.2 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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## § 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

## § 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

## § 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

## § 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

## § 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

## § 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## § 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

## § 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

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whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 7.9.2** Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

#### **§ 7.10 Relationship of the Parties**

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

### **ARTICLE 8 OWNER**

#### **§ 8.1 Information and Services Required of the Owner**

**§ 8.1.1** Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

**§ 8.1.2** The Owner shall furnish all necessary surveys and a legal description of the site.

**§ 8.1.3** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 8.1.4** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

#### **§ 8.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

#### **§ 8.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services

made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## **ARTICLE 9 CONTRACTOR**

### **§ 9.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 9.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**§ 9.1.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

### **§ 9.2 Supervision and Construction Procedures**

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

### **§ 9.3 Labor and Materials**

**§ 9.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 9.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

### **§ 9.4 Warranty**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the

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Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

#### **§ 9.5 Taxes**

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### **§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### **§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

#### **§ 9.8 Contractor's Construction Schedules**

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

#### **§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract

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Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

#### **§ 9.10 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

#### **§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### **§ 9.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

#### **§ 9.13 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

#### **§ 9.14 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

#### **§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

### **ARTICLE 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and

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Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

#### **ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

#### **ARTICLE 13 CHANGES IN THE WORK**

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

#### **ARTICLE 14 TIME**

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### § 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

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**§ 15.3 Applications for Payment**

**§ 15.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 15.3.2** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

**§ 15.3.3** Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 15.3.4** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

**§ 15.4 Certificates for Payment**

**§ 15.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

**§ 15.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 15.4.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

### § 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

**§ 15.7 Final Completion and Final Payment**

**§ 15.7.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 15.7.2** Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

**§ 15.7.3** The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 15.7.4** Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

**ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY**

**§ 16.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

**§ 16.2 Hazardous Materials and Substances**

**§ 16.2.1** The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and

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Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## ARTICLE 17 INSURANCE AND BONDS

### § 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$ 1,000,000 ) each occurrence, two million (\$ 2,000,000 ) general aggregate, and two million (\$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than one million (\$ 1,000,000 ) each accident, one million (\$ 1,000,000 ) each employee, and one million (\$ 1,000,000 ) policy limit.

Init.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A (\$ N/A ) per claim and N/A (\$ N/A ) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million (\$ 1,000,000 ) per claim and two million (\$ 2,000,000 ) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than N/A (\$ N/A ) per claim and N/A (\$ N/A ) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 17.1.14 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
N/A	

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**§ 17.2.2 Property Insurance**

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by

others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

#### § 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 17.2.3 Other Insurance Provided by the Owner**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage	Limits
N/A	

**§ 17.3 Performance Bond and Payment Bond**

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**ARTICLE 18 CORRECTION OF WORK**

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

**ARTICLE 19 MISCELLANEOUS PROVISIONS**

**§ 19.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

Init.

**§ 19.2 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

**§ 19.3 Tests and Inspections**

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 19.4 The Owner's representative:**

*(Name, address, email address and other information)*

Tom Ourada, City Administrator  
City of Crete Nebraska  
243 E 13<sup>th</sup> Street, PO Box 86  
Crete, NE 68333  
Phone: 402-826-4312

Shaylene M. Smith, President  
Blue River Arts Council  
139 W 13<sup>th</sup> Street  
Crete, NE 68333  
Phone: 402-826-5136

**§ 19.5 The Contractor's representative:**

*(Name, address, email address and other information)*

Mark Riley, Sr. Project Manager  
201 N. 46<sup>th</sup> Street  
Lincoln, NE 68503  
402-465-4400 office  
402-416-6350 cell  
markr@kccobuilders.com

**§ 19.6** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**ARTICLE 20 TERMINATION OF THE CONTRACT**

**§ 20.1 Termination by the Contractor**

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

**§ 20.2 Termination by the Owner for Cause**

**§ 20.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

## ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

### § 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

### § 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

Init.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

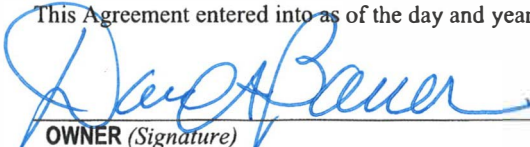
#### § 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

  
OWNER (Signature)

David Bauer, Mayor  
(Printed name and title)

  
CONTRACTOR (Signature)

Rick L. Wintermute Vice President  
(Printed name and title)

Init.

# Additions and Deletions Report for AIA® Document A104™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:42:14 ET on 08/12/2021.

## PAGE 1

**AGREEMENT** made as of the 13 day of August in the year 2021

...

City of Crete Nebraska  
243 E 13<sup>th</sup> Street, PO Box 86  
Crete, NE 68333  
Telephone Number: 402-826-4312

...

Kingery Construction Co.  
201 N. 46<sup>th</sup> Street  
Lincoln, NE 68503

...

Isis Movie Theatre Renovation  
Located in Crete, Nebraska, the Isis Movie Theatre is a 5,500 sf movie theater receiving a full interior renovation.

...

TACKarchitects, Inc. Subchapter S Corporations  
2922 North 61<sup>st</sup> Street, Suite 1  
Omaha, NE 68104  
Telephone Number: 402-505-9778

## PAGE 3

A date set forth in a notice to proceed issued by the Owner.

...

By the following date: To be established at time of GMP amendment

...

N/A

N/A

...

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

...

§ 3.2 The Stipulated Sum shall be N/A (\$ N/A), subject to additions and deductions as provided in the Contract Documents.

...

N/A  
PAGE 4

N/A

...

N/A

...

8% of the cost of the work.

...

N/A

...

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ N/A), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

...

N/A

...

N/A  
PAGE 5

N/A

...

N/A

...

none

...

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than 20 (twenty) days after the Architect receives the Application for Payment.

...

5% (five percent)

...

12 % Twelve percent

PAGE 6

[ X ] Arbitration pursuant to Section 21.6 of this Agreement

...

N/A

...

to be established by  
amendment

...

To be enumerated by amendment

PAGE 7

To be enumerated by amendment

...

To be enumerated by amendment

...

[ X ] Exhibit A, Determination of the Cost of the Work.

PAGE 19

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million (\$ 1,000,000 ) each occurrence, two million (\$ 2,000,000 ) general aggregate, and two million (\$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

...

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ 17.1.6 Employers' Liability with policy limits not less than one million (\$ 1,000,000 ) each accident, one million (\$ 1,000,000 ) each employee, and one million (\$ 1,000,000 ) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A (\$ N/A ) per claim and N/A (\$ N/A ) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million (\$ 1,000,000 ) per claim and two million (\$ 2,000,000 ) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than N/A (\$ N/A ) per claim and N/A (\$ N/A ) in the aggregate.

PAGE 20

N/A  
PAGE 22

N/A  
PAGE 23

Tom Ourada, City Administrator  
City of Crete Nebraska  
243 E 13<sup>th</sup> Street, PO Box 86  
Crete, NE 68333  
Phone: 402-826-4312

Shaylene M. Smith, President  
Blue River Arts Council  
139 W 13<sup>th</sup> Street  
Crete, NE 68333  
Phone: 402-826-5136

...

Mark Riley, Sr. Project Manager  
201 N. 46<sup>th</sup> Street  
Lincoln, NE 68503  
402-465-4400 office  
402-416-6350 cell  
markr@kccobuilders.com  
PAGE 26

---

Rick L. Wintermute Vice President

---

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, J. Christopher Houston, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:42:14 ET on 08/12/2021 under Order No. 7506438216 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



July 22, 2021

## Exhibit A

### BUILDING DATA

- First Floor: 4,525 gsf
- Projector Booth: 575 gsf
- **Total Building: 5,100 gsf**

### BUDGET ANALYSIS

- The budget has been updated to reflect rising construction costs.
- Budget analysis numbers are based on existing building photos, site visits, and drawings dated 12-24-2019.
- The below number accounts for full interior building renovation & minimal exterior repairs
  - **(\$115 / sf) x (5,100 gsf) = \$586,500 (building construction costs)** which includes the following:
    - Lobby improvements
    - Restroom upgrades (including additional fixtures)
    - Projector Booth
    - Concessions / Ticketing
    - ADA platform
    - House acoustical treatments (walls & ceiling)
    - Flooring
    - New egress stairway
    - Light structural upgrades (as needed)
    - Plumbing & HVAC upgrades
  - This number excludes the following:
    - Purchasing new theater equipment
    - New House Seating
    - New Marquee
    - Fire Sprinkler

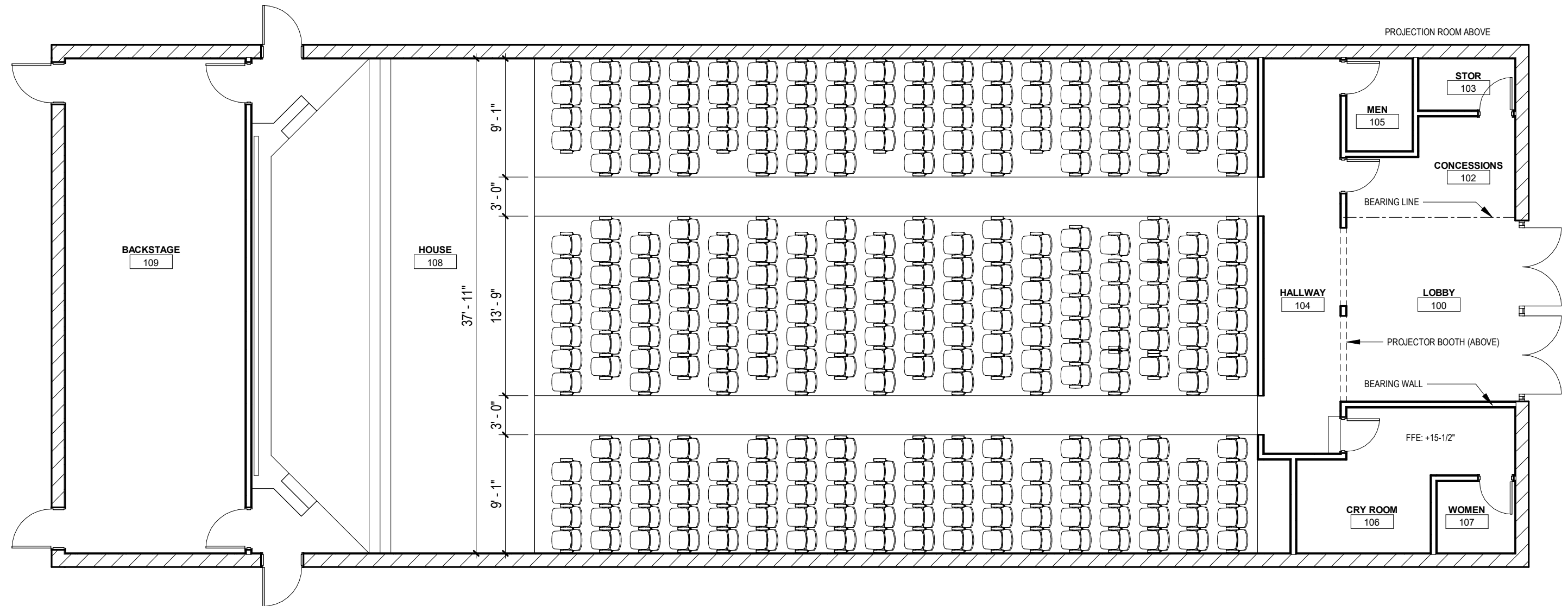
▪ <b>Construction Budget</b>	<b>\$586,500.00</b>
▪ Kingery Construction Fees	\$46,920.00 (8% of Total Const. Budget)
○ <b>Total Construction Budget</b>	<b>\$633,420.00</b>



## Exhibit A

### CLARIFICATIONS

- The plans and specifications attached hereto are preliminary drafts. Parties acknowledge and agree that this is a design - build contract dependent upon the work of the Architect, TACKarchitects, who require that preliminary site demolition occurs prior to completion of final plans and specifications. Therefore, the parties agree that the Contractor will commence interior demolition upon the signing of this Agreement as needed for the Architect, but that the Contractor's billings for this demolition phase will not exceed \$285,039, or 45% of this Agreement. The parties further agree that the balance of the performance of this Agreement will be incurred during rebuilding and that the Contractor will not commence rebuilding until the final plans and specifications are agreed upon by the parties. The parties acknowledge that there will be a delay between the onset of demolition and the onset of rebuilding as a result of the nature of the design - build process.



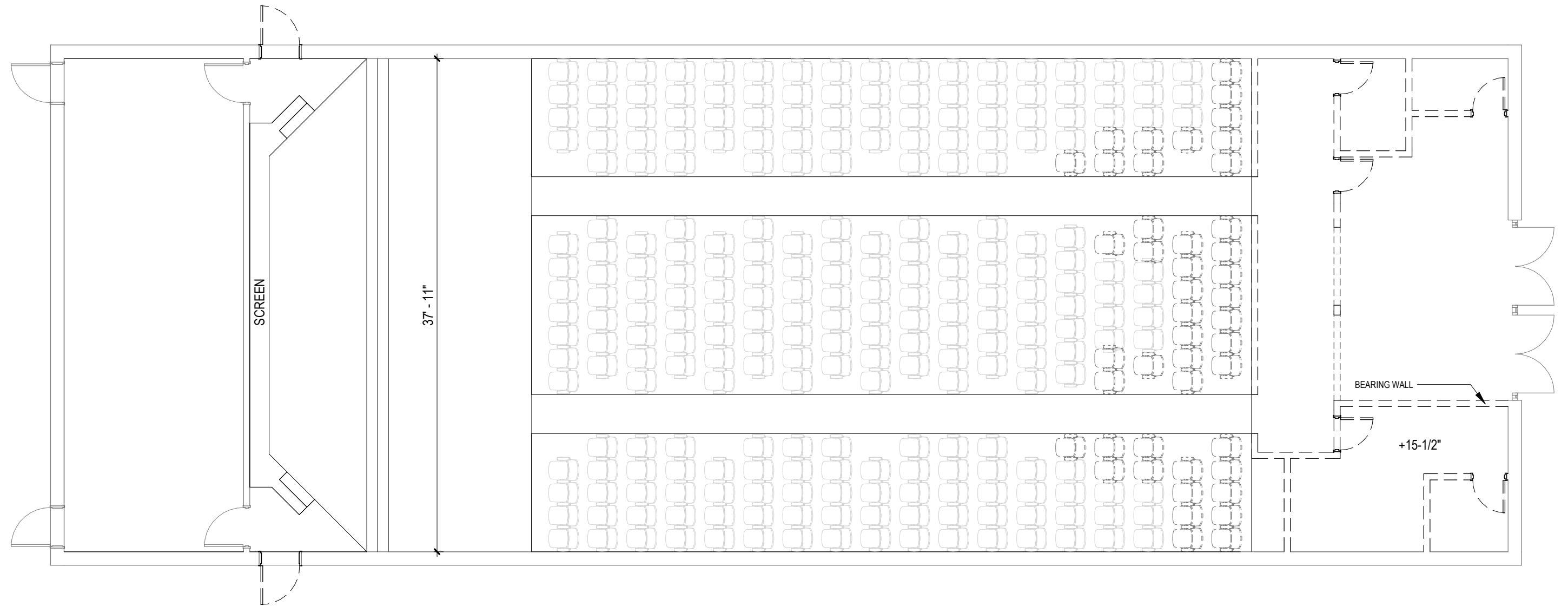
1 EXISTING FIRST FLOOR PLAN  
 S1.00 1/8" = 1'-0"

# Isis Movie Theater Renovation

Project Number: 2019.044.00

Project Status: Master Plan

Date: 2019\_12-24



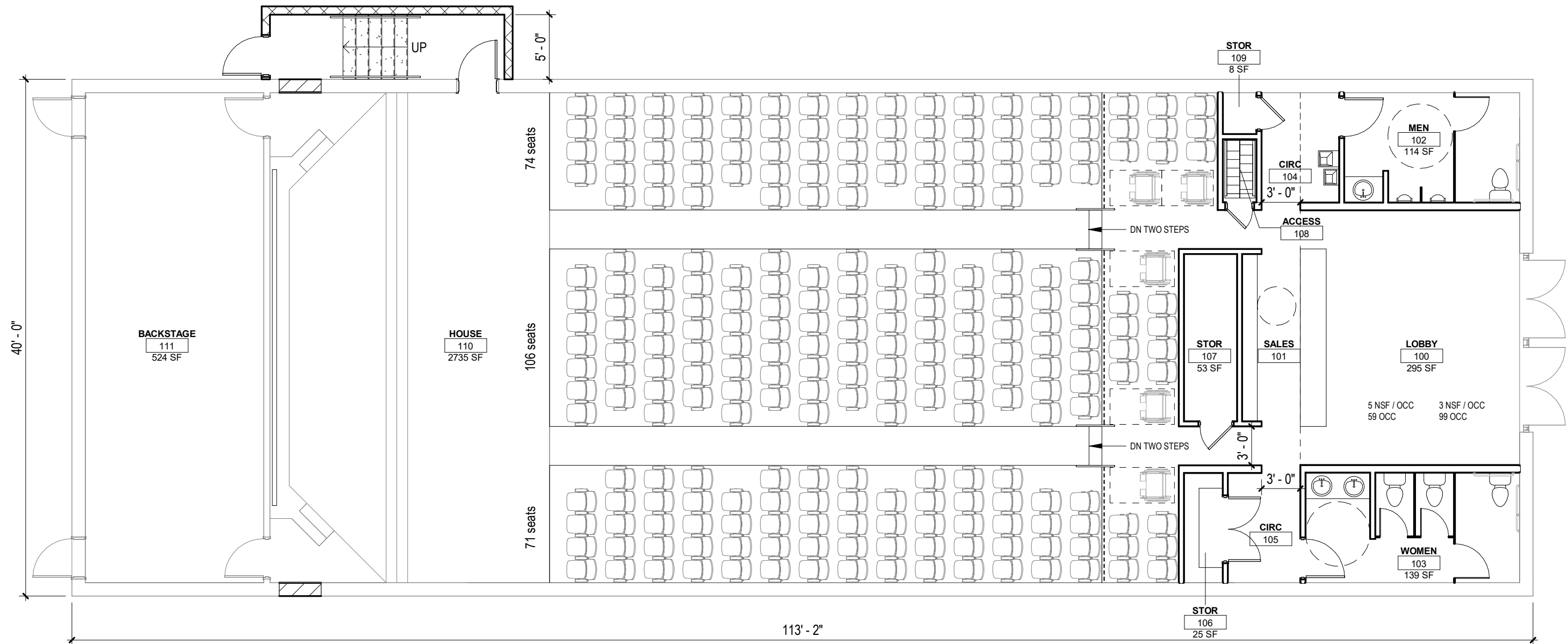
1 FIRST FLOOR DEMOLITION PLAN  
S1.01 1/8" = 1'-0"

# Isis Movie Theater Renovation

Project Number: 2019.044.00

Project Status: Master Plan

Date: 2019\_12-24

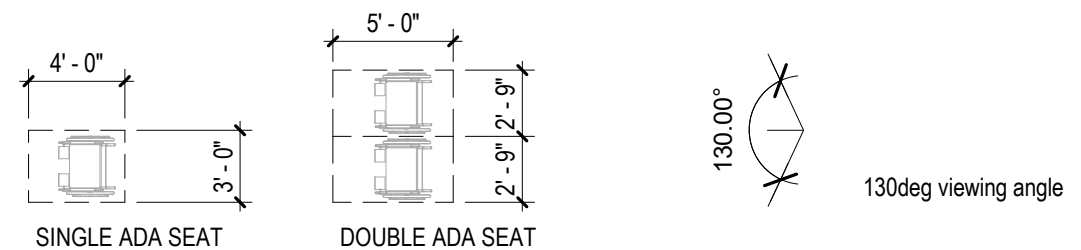


FIRST FLOOR: 4,527 GSF  
 PROJ. ROOM: 578 GSF  
 TOTAL: 5,105 GSF

PLUMBING FIXTURE COUNTS			
OCCS	WC	LAV	EWC
142 MALE	1/125 = 2 WC	1/200 = 1 LAV	1/500
142 FEMALE	1/65 = 3 WC	1/200 = 1 LAV	

251 SEATS + 5 ADA = 256 TOTAL  
 150-300 total seats require 5 accessible seats

\*TOTAL OCC LOAD: 299 OCC  
 \*must remain below 300 occ if not fire sprinklered



1 FIRST FLOOR PLAN  
 S1.02 1/8" = 1'-0"

# Isis Movie Theater Renovation

Project Number: 2019.044.00

Project Status: Master Plan

Date: 2019\_12-24



**PCO #003**

Kingery Construction Co.  
 201 N 46th St  
 Lincoln, Nebraska 68503  
 Phone: +14024654400

**Project:** 11-23-6785 - CRETE ISIS THEATRE PHASE 2  
 139 W. 13th  
 Crete, Nebraska 68333

**Prime Contract Potential Change Order #003: CE #012 - Add Bond**

<b>TO:</b>		<b>FROM:</b>	
<b>PCO NUMBER/REVISION:</b>	003 / 0	<b>CONTRACT:</b>	11-23-6785 - CRETE ISIS THEATRE PHASE 2
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Mark Riley (Kingery Construction Co.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/5/2024
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>	0 days	<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$5,463.00

**POTENTIAL CHANGE ORDER TITLE:** CE #012 - Add Bond

**CHANGE REASON:** No Change Reason

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

CE #012 - Add Bond  
 Cost to supply the Payment and Performance Bonds

**ATTACHMENTS:**

[Bond Invoice.pdf](#)

#	Budget Code	Description	Amount
1	01-5015.V PERFORMANCE BOND.OVERHEAD	Bond	\$5,058.00
<b>Subtotal:</b>			<b>\$5,058.00</b>
Fee ( ≈ 8.01% Applies to all line item types.):			\$405.00
<b>Grand Total:</b>			<b>\$5,463.00</b>

 4/18/2024  
**Architect Signature**                      **DATE**

\_\_\_\_\_  
**Owner Signature**                                      **DATE**

# Gene Lilly Surety Bonds Inc.

735 S. 56th Street  
Lincoln, NE 68510  
Phone: 402-475-7700  
www.glsbinc.com

# Invoice

Date	Invoice #
3/29/2024	75024

<b>BILL TO:</b>
KINGERY CONSTRUCTION 201 N. 46TH STREET LINCOLN, NE 68503

<b>Due Date</b>	5/13/2024
-----------------	-----------

OWNER/OBLIGEE:

CITY OF CRETE  
BOND: 107932447

Description	Amount
ISIS MOVIE THEATER RENOVATION - PHASE 2 (INCLUDES CHANGE ORDERS 1 & 2)	5,058.00

**RECEIVED**  
MAR 29 2024



<b>Total</b>	\$5,058.00
--------------	------------

*Thank you for your business!*

Kingery Construction Co.  
 201 N 46th St  
 Lincoln, Nebraska 68503  
 Phone: +14024654400

**Project:** 11-23-6785 - CRETE ISIS THEATRE PHASE 2  
 139 W. 13th  
 Crete, Nebraska 68333

**Prime Contract Potential Change Order #004: CE #013 - Add Sound Panels to North Wall of House**

<b>TO:</b>		<b>FROM:</b>	
<b>PCO NUMBER/REVISION:</b>	004 / 0	<b>CONTRACT:</b>	11-23-6785 - CRETE ISIS THEATRE PHASE 2
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Mark Riley (Kingery Construction Co.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/5/2024
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$6,725.00

**POTENTIAL CHANGE ORDER TITLE:** CE #013 - Add Sound Panels to North Wall of House

**CHANGE REASON:** No Change Reason

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

CE #013 - Add Sound Panels to North Wall of House  
 Add sound panels to the north wall of the house area. This was not included in Phase 1 or Phase 2 costs.

**ATTACHMENTS:**

[Premier DW Sound Panel Add.pdf](#)

#	Budget Code	Description	Amount
1	09-2900.S DRYWALL.SUBCONTRACTORS (blue contract)	Sound Panels at North House wall	\$6,054.00
2	01-1025.P PROJECT MANAGER.PROJECT MANAGEMENT	Project Manager	\$110.00
3	01-5015.V PERFORMANCE BOND.OVERHEAD	Bond	\$63.00
<b>Subtotal:</b>			<b>\$6,227.00</b>
Fee (8.00% Applies to all line item types.):			\$498.00
<b>Grand Total:</b>			<b>\$6,725.00</b>

 4/18/2024  
 Architect Signature DATE

\_\_\_\_\_  
 Owner Signature DATE



Kingery Construction Co.  
 201 N 46th St  
 Lincoln, Nebraska 68503  
 Phone: +14024654400

**Project:** 11-23-6785 - CRETE ISIS THEATRE PHASE 2  
 139 W. 13th  
 Crete, Nebraska 68333

**Prime Contract Potential Change Order #005: CE #015 - Add Electrical Sub Panel for Future Stage Lighting**

<b>TO:</b>		<b>FROM:</b>	
<b>PCO NUMBER/REVISION:</b>	005 / 0	<b>CONTRACT:</b>	11-23-6785 - CRETE ISIS THEATRE PHASE 2
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Mark Riley (Kingery Construction Co.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/23/2024
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$1,718.00

**POTENTIAL CHANGE ORDER TITLE:** CE #015 - Add Electrical Sub Panel for Future Stage Lighting

**CHANGE REASON:** No Change Reason

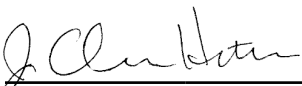
**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

CE #015 - Add Electrical Sub Panel for Future Stage Lighting  
 Add a 24-space single phase 100A 240/120 sub panel for future stage lighting per design by Branch Pattern.

**ATTACHMENTS:**

[Stage Lighting Sub Panel- Sentry.pdf](#)

#	Budget Code	Description	Amount
1	26-0001.S ELECTRICAL.SUBCONTRACTORS (blue contract)	Add Sub Panel at Stage	\$1,395.00
2	01-1005.L PROJECT SUPERINTENDENT.LABOR		\$85.00
3	01-1025.P PROJECT MANAGER.PROJECT MANAGEMENT		\$110.00
<b>Subtotal:</b>			<b>\$1,590.00</b>
Fee ( ≈ 8.05% Applies to all line item types.):			\$128.00
<b>Grand Total:</b>			<b>\$1,718.00</b>

 4/23/2024  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE

# SENTRY ELECTRIC, INC.

LINCOLN, NE

(402)467-5550

## CHANGE NOTICE

### Sentry Electric Inc

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

Client Address:

### Kingery Construction

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

CCN# 7  
Date: 3/29/2024  
Project Name: Isis Theatre  
Project Number: Isis Theatre  
Page Number: 1

Site Address:

Isis Theatre  
139 W 13th St  
Crete, NE 68333

---

### Work Description

**We reserve the right to correct this quote for errors and omissions.**

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

Sentry Electric will provide a 24-space single phase 100A 240/120V sub panel for the stage lighting. It will be located next to the MDP and fed from MDP. The new panel will be provided with 12, 20A 1-pole breakers.

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### Summary

#### MATERIAL

Materials 469.87

**Total Material 569.18**

#### LABOR

JOURNEYMAN (7.19 Hrs @ \$72.00) 517.68

PROJECT MANAGER @ 12.5% (0.90 Hrs @ \$73.00) 65.70

#### Subtotal

Overhead (@ 10.000 %) 115.26

Markup (@ 10.000 %) 126.78

**Subtotal 1,394.60**

**Final Amount \$1,394.60**

---

### CLIENT ACCEPTANCE

---

ORIGINAL



PCO #006

Kingery Construction Co.  
201 N 46th St  
Lincoln, Nebraska 68503  
Phone: +14024654400

Project: 11-23-6785 - CRETE ISIS THEATRE PHASE 2  
139 W. 13th  
Crete, Nebraska 68333

## Prime Contract Potential Change Order #006: CE #016 - Spray Foam onCeiling

<b>TO:</b>		<b>FROM:</b>	
<b>PCO NUMBER/REVISION:</b>	006 / 0	<b>CONTRACT:</b>	11-23-6785 - CRETE ISIS THEATRE PHASE 2
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Mark Riley (Kingery Construction Co.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/25/2024
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	#006 - CE #016 - Spray Foam onCeiling
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>	5 days	<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$34,264.00

POTENTIAL CHANGE ORDER TITLE: CE #016 - Spray Foam onCeiling

CHANGE REASON: No Change Reason

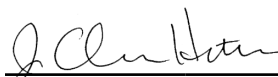
POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #016 - Spray Foam onCeiling  
Add 3" of spray foam to the underside of the roof deck over the House and Stage areas.

ATTACHMENTS:

[ISIS THEATER SPRAY FOAM 2024 PRICING.pdf](#)

#	Budget Code	Description	Amount
1	07-2129.S SPRAYED INSULATION.SUBCONTRACTORS (blue contract)	Add Spray Insulation at Ceiling	\$31,361.00
2	01-1005.L PROJECT SUPERINTENDENT.LABOR	Supervision	\$255.00
3	01-1025.P PROJECT MANAGER.PROJECT MANAGEMENT	Project Manager	\$110.00
<b>Subtotal:</b>			<b>\$31,726.00</b>
Fee (8.00% Applies to all line item types.):			\$2,538.00
<b>Grand Total:</b>			<b>\$34,264.00</b>

 4/26/2024  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE



**WORK AGREEMENT**

License #:26946

Branch#: 681 | 221 Oakcreek Dr Ste 2 | Lincoln, NE 68528-1577 | (402) 438-2006

**CUSTOMER/BUILDER**  
KINGERY CONSTRUCTION CO /  
61573  
201 N 46TH STREET  
Lincoln, NE 68503-3712  
(402) 465-4529

**JOB SITE INFORMATION**  
ISIS THEATER  
139 WEST 13TH STREET  
CRETE, NE 68333

**TRADE: INSULATION**  
**QUOTE #:** 82758815 / 2  
**ISSUE DATE:** 04-25-2024  
**SALES PERSON:** Brennan, L Robert

**CLOSED CELL SPRAY FOAM 2" THICK**

ALL ITEMS BELOW INCLUDE: FURNISH AND INSTALL, MULTIPLE MOBILIZATIONS ( MAY BE UP TO 10 WORKING DAYS IF BACKSTAGE CEILING IS DONE AS WELL), LIFTS/SCAFFOLDING, INSTALL/ REMOVAL OF ALL PROTECTIVE POLY FOR WALLS, BEAMS AND FLOORS AS NEEDED, CLEAN UP OF OUR WORK ITEMS AND SALES TAX ON MATERIALS.

Work Area	Item	Notes
Ceiling Area Flat	R-14 WALLTITE MAX = 2 Nominal Inches CLOSED CELL FOAM	

**BASE TOTAL: \$26,137.00**

**OPTIONS** - Initial the sections that you would like added and/or reduced from base total.

**CLOSED CELL SPRAY FOAM 3" THICK**

ADDER TO BASE PRICE TO GO WITH 3" R-21 CLOSED CELL SPRAY FOAM

Work Area	Item	Notes
Ceiling Area Flat	R-21 WALLTITE MAX = 3 Nominal Inches CLOSED CELL FOAM	

Initial: \_\_\_\_\_ **TOTAL for option: + \$1,788.00**

**CLOSED CELL SPRAY FOAM 3" THICK AT BACKSTAGE CEILING**

Work Area	Item	Notes
Ceiling Area Flat	R-21 WALLTITE MAX = 3 Nominal Inches CLOSED CELL FOAM	

Initial: \_\_\_\_\_ TOTAL for option: **+ \$3,436.00**

**Total: \$31,361.00**

**NOTE:** This agreement consists of multiple pages. If you do not receive the number of pages noted below, please contact Contractor directly at the telephone number stated above.

Draft stop, fire block, fire stop (IBC 718.4.1, 718.4.2 and 718.4.3 or locally adopted equivalent), and fire rated caulking are not included within Contractor's Work unless specifically listed above.

Contractor is willing to furnish to you all material and labor required for the Scope of Work, subject to the terms and conditions stated in this agreement.

**TERMS OF PAYMENT:** Payment in full due as stated on invoice regardless of any payment arrangements you have with third parties. Visit [www.truteambillpay.com](http://www.truteambillpay.com) to manage your invoices and make payments online with TruTeam Bill Pay.

**ACCEPTANCE:** Contractor may change and/or withdraw this agreement if Contractor does not receive your signed acceptance within 10 business days after the Date stated above.

**PRICING:** The prices stated in the Scope of Work above will remain firm for 60 days after the Date stated above. If performance of this agreement extends beyond this 60 day period, you agree to pay Contractor's then current pricing ("Price") for any Work performed after that 60 day period. The Prices are based only on the terms and conditions expressly stated in this agreement. The Prices exclude any and all terms and conditions not expressly stated herein, including, without limitation, any obligation by Contractor to name you or any third-party as an additional insured on its insurance policy; to provide per project aggregate insurance coverage for the Work; to participate in any owner controlled, wrap, or similar insurance program; to indemnify or defend you or any third-party from any claims, actions and/or lawsuits of any kind or nature whatsoever except to the limited extent state in Section 18 of this agreement. Any terms or conditions required by you by contract or otherwise in addition to or inconsistent with those expressly stated in this agreement will result in additional charges and/or higher Prices. Any additional work performed is subject to Contractor's then current pricing (unless Contractor otherwise agrees in writing) and to this agreement.

CUSTOMER:

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

SIGNATURE

TITLE

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

CONTRACTOR:

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

SIGNATURE

TITLE

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

**THE INFORMATION CONTAINED IN THIS AGREEMENT IS CONFIDENTIAL. NEITHER THIS AGREEMENT NOR ITS TERMS MAY BE DISCLOSED TO THIRD PARTIES.**

# AIA Document G701<sup>®</sup> – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Isis Movie Theatre Renovation  
 139 W 13th Street  
 Crete, NE 68333

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
 Date: 08/13/2021

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 006  
 Date: 12/11/2023

**OWNER:** *(Name and address)*  
 City of Crete, Nebraska  
  
 243 E 13th Street, PO Box 86  
 Crete, NE 68333  
 Telephone Number: 402.826.4312

**ARCHITECT:** *(Name and address)*  
 TACKarchitects, Inc. Subchapter S  
 Corporation  
 2922 N 61st Street  
 Omaha, NE 68104  
 Telephone Number: 402-505-9778

**CONTRACTOR:** *(Name and address)*  
 Kingery Construction Co.  
  
 201 N 64th Street  
 Lincoln, NE 68503  
 Telephone Number: 402.465.4400

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

COR #013 - Add Structural Studs & Plywood Above Restrooms = \$3,988.00 (No Change to Schedule)

The original Contract Sum was	\$	687,592.00
The net change by previously authorized Change Orders	\$	128,584.00
The Contract Sum prior to this Change Order was	\$	816,176.00
The Contract Sum will be increased by this Change Order in the amount of	\$	3,988.00
The new Contract Sum including this Change Order will be	\$	820,164.00

The Contract Time will be increased by Zero (0) days.  
 The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

TACKarchitects, Inc. ARCHITECT <i>(Firm name)</i>   SIGNATURE  J. Christopher Houston, Principal PRINTED NAME AND TITLE  2/20/2024 DATE	 CONTRACTOR <i>(Firm name)</i>   SIGNATURE  MARY C. RILEY Sr. P.M. PRINTED NAME AND TITLE  2/20/2024 DATE	_____ OWNER <i>(Firm name)</i>  _____ SIGNATURE  _____ PRINTED NAME AND TITLE  _____ DATE
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# AIA Document G701<sup>®</sup> - 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Isis Movie Theatre Renovation 139 W 13th Street Crete, NE 68333	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: 08/13/2021	<b>CHANGE ORDER</b> Change Order No:  Date: 12/11/2023
<b>OWNER:</b> <i>(Name and address)</i> City of Crete, Nebraska 243 E 13th Street, PO Box 86 Crete, NE 68333 Telephone Number: 402.826.4312	<b>ARCHITECT:</b> <i>(Name and address)</i> TACKarchitects, Inc. Subchapter S Corporations 2922 North 61st Street Omaha, NE 68104 Telephone Number: 402.505.9778	<b>CONTRACTOR:</b> <i>(Firm name)</i> Kingery Construc 201 N 64th Street Lincoln, NE 6850 Telephone Numbr:

*This was wrong*  

$$\begin{array}{r} \$16,176 \times \\ 3988 \\ \hline 820,164 \end{array}$$

**THE CONTRACT IS CHANGED AS FOLLOWS:**

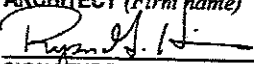
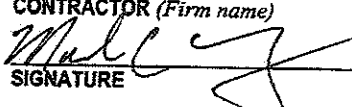

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

COR #013 - Add Structural Studs & Plywood Above Restrooms = \$3,988.00 (No Change to Schedule).

The original Contract Sum was	\$	867,592.00
The net change by previously authorized Change Orders	\$	132,572.00
The Contract Sum prior to this Change Order was	\$	820,164.00 *
The Contract Sum will be increased by this Change Order in the amount of	\$	3,988.00
The new Contract Sum including this Change Order will be	\$	824,152.00
The Contract Time will be unchanged by Zero (0) days.		
The new date of Substantial Completion will be		

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

TACKarchitects <b>ARCHITECT</b> <i>(Firm name)</i>  <b>SIGNATURE</b>  Ryan G. Hier, AIA, Architect <b>PRINTED NAME AND TITLE</b>  12/11/2023 <b>DATE</b>	Kingery Construction Co <b>CONTRACTOR</b> <i>(Firm name)</i>  <b>SIGNATURE</b>  Mark C. Riley, Project Manager <b>PRINTED NAME AND TITLE</b>  12/11/2023 <b>DATE</b>	City of Crete <b>OWNER</b> <i>(Firm name)</i>  <b>SIGNATURE</b>  Dave A. Bauer, Mayor <b>PRINTED NAME AND TITLE</b>  December 19th 2023 <b>DATE</b>
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# AIA® Document G701® – 2017

## Change Order

**PROJECT:** (Name and address)  
Isis Movie Theatre Renovation  
139 W 13th Street  
Crete, NE 68333

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: 08/13/2021

**CHANGE ORDER INFORMATION:**  
Change Order Number: 007  
Date: 2/19/2024

**OWNER:** (Name and address)  
City of Crete, Nebraska

243 E 13th Street, PO Box 86  
Crete, NE 68333  
Telephone Number: 402.826.4312

**ARCHITECT:** (Name and address)  
TACKarchitects, Inc. Subchapter S  
Corporation  
2922 N 61st Street  
Omaha, NE 68104  
Telephone Number: 402-505-9778

**CONTRACTOR:** (Name and address)  
Kingery Construction Co.  
201 N 64th Street  
Lincoln, NE 68503  
Telephone Number: 402.465.4400

**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR #014 - Drywall / Tectum / Cabinet Changes, \$3,203.00


COR #015 - Add Tile in Restrooms, \$766.00


The original Contract Sum was	\$	687,592.00
The net change by previously authorized Change Orders	\$	132,572.00
The Contract Sum prior to this Change Order was	\$	820,164.00
The Contract Sum will be increased by this Change Order in the amount of	\$	3,969.00
The new Contract Sum including this Change Order will be	\$	824,133.00

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

TACKarchitects, Inc.  
**ARCHITECT** (Firm name)  
  
**SIGNATURE**  
J. Christopher Houston, Principal  
**PRINTED NAME AND TITLE**  
2/19/2024  
**DATE**

Kingery Construction Co.  
**CONTRACTOR** (Firm name)  
  
**SIGNATURE**  
MATT C. RUFF Sr. Pm  
**PRINTED NAME AND TITLE**  
2/20/2024  
**DATE**

**OWNER** (Firm name)  
  
**SIGNATURE**  
  
**PRINTED NAME AND TITLE**  
  
**DATE**

**KINGERY CONSTRUCTION CO.**

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

**Letter of Transmittal**

**To:** TACK ARCHITECTS, INC.  
2922 N 61 ST, STE 1  
OMAHA, NE 68104

**Transmittal #:** 163

**Date:** 4/30/2024

**Job:** 11-22-6723 CRETE ISIS THEATRE PHASE I

**Subject:** Change Request - COR 016: Credit back to Owner on Logo

**WE ARE SENDING YOU**

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

Document Type	Copies	Date	No.	Description
Change Request	1	4/30/24	COR 016	Credit back to Owner on Logo

**THESE ARE TRANSMITTED as checked below:**

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

**Remarks:**

**Copy To:**

**From:** Mark Riley (KINGERY CONSTRUCTION)

**Signature:** Mark Riley

**KINGERY CONSTRUCTION CO.**

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

**Change Request**

**To:** TACK ARCHITECTS, INC.  
2922 N 61 ST, STE 1  
OMAHA, NE 68104

**Number:** COR 016  
**Date:** 4/30/2024  
**Job:** 11-22-6723 CRETE ISIS THEATRE PHASE I  
**Phone:**

**Description:** Credit back to Owner on Logo

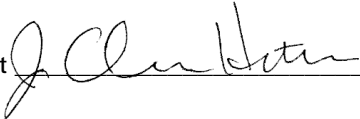
We are pleased to offer the following specifications and pricing to make the following changes:

Credit back to the Owner for funds not spent on the ISIS Logo allowance

The total direct cost to perform this work is .....	\$-3,577.00
(Please refer to attached sheet for details.)	
<b>Total:</b>	<b>\$-3,577.00</b>

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

Submitted by: Mark Riley  
KINGERY CONSTRUCTION CO.

Architect		Date	5/3/2024
Owner	_____	Date	_____

**KINGERY CONSTRUCTION CO.**

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

**Change Request COR 016 Price Breakdown  
Continuation Sheet**

**Description:** Credit back to Owner on Logo

<b>Description</b>	<b>Labor</b>	<b>Material</b>	<b>Equipment</b>	<b>Subcontract</b>	<b>Other</b>	<b>Price</b>
ISIS Logo	\$-255.00	\$-3,322.00				\$-3,577.00
					<b>Subtotal:</b>	<b>\$-3,577.00</b>

# QUOTATION



## Creative Sites, LLC

11506 Pierce Street  
Omaha, NE 68144  
402-614-4606

Date: April 8th, 2024

Customer: City of Crete  
Attn: Tom Ourda  
243 E 13th St.  
Crete, NE 68333

Project: Playground Improvements

**BCI Burke Company**

Inclusive Orbit	\$13,100
Freight	\$1,125
Installation	<u>\$20,580</u>
Total	\$34,805

- \*\*Delivery is 6-8 weeks ARO.
- \*\*This quotation is good for 90 days.
- \*\*Terms are net 30.
- \*\*Sales tax is not included.

---

Julie Kutilek  
Creative Sites, LLC

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Accepted by



13680 South 220th St · Gretna, NE 68028  
Office Phone: (402) 332-4537 Fax: (402) 332-2881  
Mobile Phone: Bodie (402) 670-8506  
Email: bodiedostal@hotmail.com

To: Creative Sites  
From: Bodie Dostal  
Date: 4/9/2024  
Re: Crete City Park

## **Bid Proposal**

### **Safe Zone Area 19'x19'**

Dirtwork	\$	600.00
5'x5" Sidewalk - 500 SF @ \$10 SF - 8" Thickened Edge	\$	5,000.00
Install Inclusive Orbit	\$	2,850.00
Drainage	\$	1,000.00
Pour 4" Concrete PIP Base 370 SF @ \$9 SF	\$	3,330.00
Provide & Install PIP Rubber Surfacing 370 SF @ \$20 SF - 50% Black and 50% Color (Blue, Beige, Green)	\$	7,400.00
Seeding & Restoration	\$	400.00
<b>Total Bid Proposal</b>	<b>\$</b>	<b>20,580.00</b>

### **Notes:**

- No sprinkler repair & no private locates
- Bid Proposal Applies for 90 Days



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

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

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

Crete 2024 Photovoltaic System Impact Study (“Project”).

JEO Project Number: 241285.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

---

**1.01 Scope**

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

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

---

**2.01 Owner Responsibilities**

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

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: See Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

---

**4.01 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions

**4.02 Total Agreement**

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

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

Owner: City of Crete, Nebraska

Engineer: JEO Consulting Group, Inc.

\_\_\_\_\_

  
\_\_\_\_\_

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

By: Matt E. Kalin \_\_\_\_\_

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

Title: Electrical Senior Project Manager \_\_\_\_\_

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

Date Signed: April 25, 2024 \_\_\_\_\_

Address for giving notices:

Address for giving notices:

City of Crete, Nebraska \_\_\_\_\_

JEO Consulting Group, Inc. \_\_\_\_\_

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

404 South 25<sup>th</sup> Street, Suite B \_\_\_\_\_

Crete, NE 68333-0086 \_\_\_\_\_

Norfolk, NE 68701 \_\_\_\_\_

Attn: Tom Ourada, City Administrator \_\_\_\_\_

Attn: Dave Peterson, Senior Electrical Engineer \_\_\_\_\_

EXHIBIT A  
Scope of Services  
Crete 2024 Photovoltaic System Impact Study  
City of Crete, Nebraska  
JEO Project No. 241285.00

**PROJECT UNDERSTANDING:**

The City of Crete, Nebraska (Owner) is working with Sandhills Energy to develop a plan to install a 1.6 MW solar farm within the Owner's electrical service territory. It is anticipated that the solar farm will tie into the Owner's 13.8Y/7.96 kV electrical distribution system. The projected construction timeframe for the solar farm is 2024-2025.

The development of a map-based model of the Owner's existing sub-transmission system, Braden substation, and the associated feeder that the solar farm will be connected will be utilized to evaluate the impact(s) to the Owner's and Nebraska Public Power Districts (NPPD's) electrical infrastructure with the installation of a 1.6 MW solar farm. The impact study will be completed in accordance with the National Rural Electric Cooperative Association (NRECA) PV System Impact Guide.

**Scope of Services:**

**1 STUDY AND REPORT PHASE:**

- 1.1 Facilitate an Initial/Kick-off Meeting with Owner. Meeting will review the scope, schedule, and project requirements. The Engineer will also ask for any specific requirements or concerns from the Owner about the project. (One virtual meeting)
- 1.2 Coordinate with NPPD to request the available short-circuit current information at the 34.5 kV bus of the NPPD Crete 115 kV substation.
- 1.3 Provide on-site engineering field survey and data collection to locate and obtain the following (Owner assistance will be required, on-site work to be conducted in one trip, consisting of approximately one day):
  - (a) Sub-transmission conductor size.
  - (b) Distribution conductor size and phasing.
  - (c) Distribution transformer sizes and phase connections.
  - (d) Configuration of distribution switches during normal operation.
  - (e) Capacitor bank size(s) and state of operation during different loading seasons.
- 1.4 A map-based model of the necessary system components (sub-transmission line, Braden substation, and associated feeder) will be developed. The existing sub-transmission line, Braden substation including existing backup generation, and 13.8Y/7.96 kV distribution line to connect the proposed solar farm will need to be modeled. Hourly demand data will be used to determine the conductor loading per phase, voltage drop, and power factor with respect to ANSI standards.
- 1.5 Develop minimum and maximum load scenario(s) with solar farm off and on to determine any impacts to the system without violating applicable codes/standards concerning conductor loading, voltage limits, power factor, voltage flicker, short-circuit currents, and reverse power screening.
- 1.6 Develop a 'draft' System Impact Study Report (Report) to summarize the system analysis methodology and document any system impact(s).

- 1.7 Complete a Quality Assurance / Quality Control (QA/QC) review. A preliminary Report will be provided to the Owner for review. All comments to be incorporated into the final Report.
  - 1.8 Present completed Report and review in detail with the Owner and NPPD. (One closeout virtual meeting)
- 2 FEE:**
- 2.1 The cost to provide the above-mentioned Study and Report Phase services would be a lump sum fee of \$17,250.00.
  - 2.2 This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Service will be provided on a billable time basis in accordance with our standard Hourly Rate Schedule, only with prior approval by Owner.
- 3 PAYMENT:**
- 3.1 We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days may accrue interest at 12% per annum (1.0%/month).
- 4 TIME FRAME:**
- 4.1 Study and Report Phase – 60 calendar days from receipt of Owner provided data.
- 5 OWNER RESPONSIBILITY:**
- 5.1 Any electronic or paper copies of the existing sub-transmission system.
  - 5.2 Any electronic or paper copies of the existing 13.8Y/7.96 kV primary electrical distribution system.
  - 5.3 Proposed one-line diagram and site plan of solar farm.
  - 5.4 Feeder minimum and peak demands with reactive power consumption or power factor for the Braden substation for the last year.
  - 5.5 Hourly load profile data for the electric system for the past three years.
  - 5.6 Overcurrent protective device settings for the 34.5 kV circuit breaker.
- 6 EXCLUSIONS:**
- 6.1 Electrical distribution plat maps (existing and proposed).
  - 6.2 Design services for proposed improvements.
  - 6.3 Any permit fees associated with permit applications.
  - 6.4 Special meetings and meetings not outlined in the Scope of Services.

# JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

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

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

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

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

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

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

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

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

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

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

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

**RESOLUTION NO. 2024-6**

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA AUTHORIZING THE VACATION OF THE ALLEY NORTH OF EAST 24<sup>TH</sup> STREET BLOCK 29, ORIGINAL TOWNSHIP, CRETE, SALINE COUNTY, NEBRASKA AND ALLOW THE PROPERTY OWNER TO PURCHASE THE ALLEY AT \$1.00 PER SQUARE FOOT.

WHEREAS, the City of Crete, Nebraska owns the alleyway north of 24<sup>th</sup> Street on block 29, original township, Crete, Saline County Nebraska, and,

WHEREAS, the current property owner, Krupicka Revocable Trust is requesting the vacation of the alley, and,

WHEREAS, the full vacation of the alley can be accomplished through a later administrative subdivision prepared by Krupicka Revocable Trust,

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

Section 1. That the City of Crete be authorized to vacate the alley north of east 24<sup>th</sup> Street, Block 29, Original Township, Crete, Saline County, Nebraska.

Section 2. That the twenty-foot alley be divided semi evenly between both sides of the alley with ten feet being added to the back of the lots on each side.

Section 3. That the West portion of the alley be sold to Krupicka Revocable Trust at \$1.00 per square foot for a total of \$2,735.80.

Section 4. That the East portion of the alley be sold to Krupicka Revocable Trust at \$1.00 per square foot for a total of \$2,742.00

Section 5. That the City of Crete could waive the cost of purchasing the vacated alley in consideration of partnerships related to real estate or housing development.

PASSED AND APPROVED this 7<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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



**RESOLUTION NO. 2024-7**

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA AUTHORIZING THE CITY ADMINISTRATOR TO CREATE AND ENFORCE RULES REGARDING LONG TERM STAYS AT TUXEDO PARK IN THE CITY OF CRETE NEBRASKA

WHEREAS, the City of Crete, Nebraska owns, operates and manages Tuxedo Park, and

WHEREAS, Tuxedo Park allows for camping, and,

WHEREAS, an increasing number of requests are submitted to stay longer than the specified 7-day period allowed by park rules, and,

WHEREAS, the City Administrator is responsible for adopting and promulgating rules and regulations for the operation and use of parks and park facilities.

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

Section 1. That at the City Administrator’s discretion, campers may request for extended stays up to 30 days prior to Saline County “Fair Week” and up to 30 days after Saline County “Fair Week.” No extended stay campers will be permitted to camp in the City controlled campgrounds during “Fair Week”.

PASSED AND APPROVED this 7th day of May, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

## ORDINANCE NO. 2199

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO BUSINESS REGISTRATION; TO AMEND SECTION 10-304 OF THE CRETE MUNICIPAL CODE TO REMOVE THE PRORATED RATE PROVISION 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 3, Section 10-304 of the Crete Municipal Code shall be amended as follows:

**10-304 Amount Of Fee; When Due**

- (1) The required business registration fee shall be set forth in the City’s Master Fee Schedule and shall be paid for each business subject hereto on or before the 30<sup>th</sup> day of January in each year.
- (2) A separate registration and registration fee shall be required for each place of business and for each business conducted at one address. ~~The registration fee will be prorated if a business is registered during the year.~~ No refund shall be made for a business that is discontinued.

**Section 2.** That the changes specified in the above section shall be codified as part of the Crete Municipal Code as stated herein.

**Section 3.** That all ordinances, parts of ordinances, or code provisions in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances or codified sections 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, book, or electronic form and shall take effect and be in full force and effect from and after its passage, approval and publications, as provided by law.

PASSED AND ENACTED the \_\_\_\_ day of May 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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



**ORDINANCE NO. 2200**

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA, TO ENACT THE CITY CODE OF THE CITY OF CRETE, CHAPTER 6, PUBLIC PEACE AND WELFARE; ARTICLE 4, PENALTY PROVISION; SECTION 6-402 NUISANCE PENALTY PROVISION; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM, AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.**

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

**Section 1.** That Chapter 6, Article 4, Section 6-402 of the Crete Municipal Code be enacted to read as follows:

**6-402 Nuisance Penalty Provision**

- (1) Whenever a nuisance exists as defined in this chapter, the Municipality may proceed by a suit in equity to enjoin and abate the same, in the manner provided by law.
- (2) Whenever, in any action, it is established that a nuisance exists, the court may, together with the fine or penalty imposed, enter an order of abatement as part of the judgment in the case.

**Section 2.** That the above section shall be codified as part of the Crete City Code as stated herein.

**Section 3.** All ordinances and parts of ordinances in conflict herewith are hereby repealed.

**Section 5.** This ordinance shall be published in pamphlet, book, or electronic form and shall take effect and be in full force and effect from and after its passage, approval and publication, as provided by law.

PASSED AND ENACTED the \_\_\_\_ day of May 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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



## **ORDINANCE NO. 2201**

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO THE VACATION OF STREETS OR ALLEYS; TO AMEND ORDINANCE 2188 TO VACATE THE ALLEY ABUTTING LOTS 1-4, BLOCK 15, COLLEGE PARK ADDITION, LOTS 1 & 2 OF COLLEGE PARK 1<sup>ST</sup> ADDITION, AND LOTS 1 & 2 OF COLLEGE PARK 2<sup>ND</sup> ADDITION; AND TO RESERVE THE UTILITY EASEMENT TO THE VACATED PROPERTY.**

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

**Section 1.** That, pursuant to Neb. Rev. Stat. § 16-611, the following described street, alley, or right-of-way that was previously dedicated to the public shall be and is hereby vacated:

All of the remaining alley that abuts lots 1-4, Block 15, College Park Addition, Lots 1 & 2 of College Park 1<sup>st</sup> Addition, and Lots 1 & 2 of College Park 2<sup>nd</sup> Addition, City of Crete, Saline County, Nebraska.

**Section 2.** That the City of Crete shall reserve the utility easement through the vacated alley.

**Section 3.** That the City of Crete shall grant the vacated alley to the owners of the abutting property.

**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 a newspaper of general circulation or 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 7th day of May, 2024.

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Mayor

ATTEST:

---

City Clerk

## ORDINANCE NO. 2202

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO COMMITTEES; TO AMEND SECTION 2-801 OF THE CRETE MUNICIPAL CODE TO CHANGE CEMETERY BOARD SECRETARY TITLE TO VICE CHAIR 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 2, Article 8, Section 2-801 of the Crete Municipal Code shall be amended as follows:

### **2-801 Cemetery Board**

(1) The Governing Board shall appoint the Cemetery Board which shall consist of six members who are residents of the Municipality and who shall serve without compensation for a term of three years. Two members shall be appointed each year and may be required, in the discretion of the Governing Body, to give a bond in a sum set by resolution of the Governing Body and conditioned upon the faithful performance of their duties.

(2) At the first meeting in June of each year, the Board shall organize by selecting from its membership a chairperson and ~~secretary~~ vice-chairperson. The ~~secretary~~ vice-chairperson shall keep the full and correct minutes and records of all meetings and file the same with the Municipal Clerk where they shall be available for public inspection at any reasonable time. A majority of the Board members shall constitute a quorum for the purpose of doing business. The Board shall meet at such times as it may designate. Special meetings may be held upon the call of the chairperson or any three members of the Board.

(3) The management and supervision of the municipal cemeteries shall be under the direct control of the Director of Public Works. The Board shall be responsible for the general operation and care of the municipal cemeteries with the power and authority to limit and regulate the number of cemetery lots that may be owned by the same person; to prescribe rules for enclosing, adorning, and erecting monuments and tombstones on cemetery lots; and to prohibit any diverse or improper use thereof; provided, no religious tests shall be made as to ownership of lots, the burial therein, and the ornamentation of graves. The Board shall develop and recommend to the Mayor and City Council rules and regulations for the proper use of the cemeteries and prescribe penalties and fines for violations thereof.

(4) The Board shall also study and recommend the development, expansion, and improvement of the cemeteries. All revenue received from the sale of lots, gifts, or by devise shall be used for the care, management, and administration of the cemeteries. All actions of the Board shall be subject to the review and supervision of the Governing Body, and it shall be responsible for making such reports and performing such additional duties as the Governing Body may designate. No member of the Governing Body shall serve as a member of the Board while serving a term of office as a member of the Governing Body. No member of the Cemetery Board shall hold more than one Cemetery Board office.

**Section 2.** That the changes specified in the above section shall be codified as part of the Crete Municipal Code as stated herein.

**Section 3.** That all ordinances, parts of ordinances, or code provisions in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances or codified sections 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, book, or electronic form and shall take effect and be in full force and effect from and after its passage, approval and publications, as provided by law.

PASSED AND ENACTED the \_\_\_\_ day of May 2024.

---

Mayor

ATTEST:

---

City Clerk



ALL TO MATCH  
WILLEMS  
FORMAT

WILLEMS  
KENNETH  
1950 ~ 2021  
JANET  
1958 ~ YEAR

<p>PERRY HENRY PAUL 1943 ~ 2022 JOYCE E. 1947 ~ 2020</p>	<p>MARISKA JEFFREY D. 1961 ~ YEAR</p>	<p>DAY SHARON M. 1947 ~ YEAR</p>
<p>STITCH EDWARD A. 1944 ~ 2021</p>	<p>JONES JOHN C. 1934 ~ 2021</p>	<p>HARRIS WALTER LEE 1934 ~ 2021 EDITH ANN 1934 ~ YEAR</p>
<p>MARISKA BERNARD D. 1933 ~ 2022</p>	<p>JONES JUDITH A. 1940 ~ YEAR</p>	<p>VAN DYKE STEVE B. 1942 ~ YEAR MICKEY D. 1942 ~ 2022</p>
<p>MARISKA BARBARA E. 1932 ~ 2019</p>	<p>DAY SAMMIE W. 1947 ~ 2021</p>	<p>KENNEDY MARY JANE "PEGGY" 1938 ~ 2017</p>



To LB840 Applicant:

CONGRATULATIONS on taking the first step to being awarded additional funds to help your business or event in Crete. The funds available for Economic Development, resulting from the citizen-approved sales tax increase that took effect April 1, 2011, are available first come to businesses, events and projects that meet the requirements of Crete's written Economic Development Plan, which can be found online at [www.crete.ne.gov/vnews/display.v/ART/58fa7907ccebfc](http://www.crete.ne.gov/vnews/display.v/ART/58fa7907ccebfc). A written copy is also available from the City of Crete Economic Development Director.

Please review the Economic Development Plan and confirm that your project or business is eligible. Applications may be recommended for funding in full or in part or may be denied based upon the review of the Board. Final decisions regarding funding will be made by the City Council but according to the terms of the Plan, in no event may the City Council fund any Application not previously reviewed and approved by the citizen Board.

In this packet you will find an Application for Funds, a US Citizenship Attestation Form and a Check List of required items. As you will see, the Application is detailed and requires significant information and additional verification documents. If you need assistance with the application please contact any Economic Development Advisory Board member. *If you have questions, please call the Economic Development Office, at 402-826-4312 or email the City Administrator, tom.ourada@crete.ne.gov*

Please note that the first portion of the application will be open to the public and may be provided to the City Council for final funding review. The balance of the application and all supporting documentation including personal financial information is confidential and will only be shared with members of the Economic Advisory Board for purposes of considering your application. All confidential records will be maintained in the office of the Economic Development Board and will be kept separately and not be available for review by the public. Any questions or concerns regarding this process shall be directed to the City Administrator.

All Applicants will be required to attend a public hearing for presentation regarding their request for funding. Public hearings will be held at least quarterly and may be held more frequently at the request of the Board. All Applications presented within the three months preceding a Public Hearing will be set for presentation and consideration at the same meeting. The Board may make a recommendation for funding at the public hearing, or may vote to table an application for further information, but in no event shall an application be tabled more than once so that all decisions will be made not more than three months after the initial public hearing regarding an application. There is no guarantee that a determination will be made less than three months after submission so all applicants are urged to make timely requests for funding if projects or events have set timelines.

*Mail or deliver completed application with all supporting documentation and forms to:*

Economic Development Program Director  
City of Crete City Hall  
243 E. 13<sup>th</sup> Street, P.O. Box 86  
Crete, NE 68333

We look forward to working with you through the application process.  
Equal Opportunity and Fair Housing Provider and Employer



243 E 13<sup>th</sup> St. • PO Box 86 • Crete, NE 68333-0086 • 402.826.4317 • [www.crete.ne.gov](http://www.crete.ne.gov)

**ECONOMIC DEVELOPMENT PROGRAM  
 APPLICATION FOR FUNDS**

Please Type or Print Clearly and Answer Each Question (If Question Does Not Apply - Mark N/A).

**Please Note:** The Information Contained in this portion of the document is Public Information and will **NOT** be Considered Confidential.

**A. APPLICANT INFORMATION:**

Name of Entity Applying for Assistance: PWR & DVD Rental Properties, LLC dba "Old Main Bar and Grill"

Business Address: 1103 Main Ave Crete NE 68333  
(City) (State) (Zip Code)

Contact Person: Chris Collins Telephone Number: 402-786-3333

Fax Number: 402-786-3339 Email Address: ChrisC@CapitalTower.com

Federal Tax ID Number: 46-0743756

Type of Entity:  Start-Up  Buyout  Existing

If Existing, Number of Years in Business in Crete: \_\_\_\_\_

**Business Classification: (Please Choose One)**

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Retail      | <input type="checkbox"/> Manufacturing      | <input type="checkbox"/> Research & Development |
| <input type="checkbox"/> Headquarter            | <input type="checkbox"/> Telecommunications | <input type="checkbox"/> Tourism                |
| <input type="checkbox"/> Warehouse/Distribution | <input type="checkbox"/> Government         | <input type="checkbox"/> Other                  |

**Business Type: (Please Choose One)**

- |   |  |                                      |
|---|--|--------------------------------------|
| <input type="checkbox"/> Proprietorship | <input type="checkbox"/> Corporation         | <input type="checkbox"/> Partnership |
| <input checked="" type="checkbox"/> LLC | <input type="checkbox"/> Governmental Entity | <input type="checkbox"/> Other       |

Does the Company have a Parent or Subsidiaries?  Yes  No

If Yes, Please List Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
(City) (State) (Zip Code)

Ownership Identification: Please List all Officers, Directors, Partners, Owners, Co-owners and Stockholders.

Full Name	Title	Ownership Percentage
Patrick Reed	Managing Member	51%
Gregory Mach	Member	49%

Which type of assistance is the entity applying for?

Grant    
  Loan Guarantee If so, Lender? \_\_\_\_\_    
  Other

Explain: \_\_\_\_\_

What is the general purpose of the request (must be an allowed LB840/Economic Dev. Plan Project)?

- New Development   
  New Business Startup   
 Building Renovation   
 Public Works  
 Professional/Employee Recruitment   
 Promotion/Tourism   
 Job Training  
 Working Capital   
 Low - Moderate Income Housing   
 Workforce Housing  
 Technology   
 Plan Management   
 Technical Assistance   
 Equity Investment

Does the business qualify to receive any incentives from the State of Nebraska?  Yes  No  DK

Has the business applied for any incentives from the State of Nebraska?  Yes  No

If yes, please explain: \_\_\_\_\_

Employee Information: (FTE = Full-Time Equivalent = 2,080 Hours/Per Year)

Number of Existing Full-Time Equivalent Employees: 1

Number of Full-Time Equivalent Positions to Be Created: \_\_\_\_\_

Will all of the Full-Time Equivalent Positions be Physically Located within the City of Crete, their Two-Mile Extraterritorial Jurisdiction or on Land Held in the Name of the City of Crete?

Yes  No

If no, please explain: \_\_\_\_\_

Does the Company Employ Any Seasonal Employees?  Yes  No

If Yes, How Many: \_\_\_\_\_

(Seasonal employees must work for at least three continuous months and the position must reoccur annually)

**B. PROJECT INFORMATION:**

Please provide a Brief Project Summary Description:

Phase 1 of 2 Phases will consist of the following:

1. Replacement of concrete in outdoor dining area and the addition of an area of pavers in the dining area.
2. Addition of a legal means of egress from the second floor to the alley way area.
3. Replacement of the worn-out windows on the first and second floors with new.
4. Enlargement of the outdoor dining area fences. Privacy fence on alley side and metal fencing on Main ave. side with lighted custom entrance gate.
5. Brick repair and addition of a legal egress door from basement on alley side.
6. Architectural review and design by Fakler Architects Beatrice, NE
7. Purchase of 2 Ovention ovens to expand menu options.
8. Repair of lighting for outdoor areas and installation of 3phase power for new ovens.

Use of Funds	Total Project Cost	Econ Dev Funds Requested
Land or Building Acquisition	\$ 166,000.00	\$ 0
Renovation/Rehabilitation	\$ \$18299107	\$ \$149541.52
New Construction	\$	\$
Machinery / Equipment Acquisition	\$ \$10,700	\$ \$8,560.00
Business / Employee Recruitment Activities	\$	\$
Technology Costs	\$	\$
Small Business Development	\$	\$
Working Capital (Includes Inventory)	\$	\$
Job Training	\$	\$
Other	\$	\$
Total Project Cost	\$343945.77 0.00	
	Total LB840 Funds Requested:	\$ 158101.52

**C. FUNDING SOURCES AND EQUITY INJECTION:**

If Borrowing, Name of Lender: NA

Loan Amount: \_\_\_\_\_ Loan Term (Years): \_\_\_\_\_

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

Other Funding Source(s) and Amount(s): \_\_\_\_\_

**C. PROJECT LOCATION:**

- Within the Crete City Limits?  Yes  No  
 Within the Crete Two-Mile Jurisdiction?  Yes  No  
 Land Owned by the City of Crete?  Yes  No  
 Not Located in Crete but for area benefit?  Yes  No

If Not in City Jurisdiction, please explain local benefit:

---

D. **ATTACHMENTS:** - Please Include the Attachments that Apply to Your Entity – See *checklist Page 5.*

**Please Note:** The Information provided pursuant to this Section **Will** be Deemed Confidential and will not be Available for Public Disclosure.

- ✓ Business Plan: Brief Description of the Business
  - Resumes of all Owners/Co-Owners/Directors/Partners/Stockholders
  - For Existing Businesses – Three (3) Yearly Financial Statements
  - For Existing Businesses – Current Financial Statements (Less Than Sixty (60) Days Old)
  - For Existing Businesses - List of Current Obligations (Include Company Names and Amounts)
- ✓ For Start-Up Businesses – Current Business Plan
  - For Start-Up Businesses – Three Year Projections
  - Tax Returns – Previous Three (3) Years – Personal Tax Returns May be Required for Proprietorship
- x Letter from Lending Institution if applicable *N/A*
- ✓ If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, Bylaws)
  - Please Note that Other Financial Documents May Be Required

**E. APPLICANT SIGNATURE:**

I certify that the information contained in this application and all attachments are correct to the best of my knowledge. By signing below, I authorize the City of Crete or their contracted representative to check my credit and the credit of all who are listed within this application. I understand that I must update my credit information if my financial situation changes.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Applicant's Signature

*4/18/24*  
 \_\_\_\_\_  
 Date



### Checklist for Local Economic Development Program Application

For a qualifying business to be considered for direct or indirect financial assistance under the Crete Local Economic Development Program an applicant must provide to the City Administrator or Program Administrator:

- A completed and signed application with all required support documents including, but not limited to:
  - A detailed description summary of the proposed project which clearly states what assistance the business is requesting from the program, including evidence that the project qualifies for assistance under the Local Option Municipal Economic Development Act and is consistent with the goals of the Crete Local Economic Development Program.
  - Use of Funds – Total project costs and financing requirement; include copies of any preliminary bids (if applicable/available).
  - A review of key management and employees and their experience as related to the proposed project.
- Start Up Business
  - Current Business Plan for the project and the company, including employment and financial projections;
  - Three (3) Years Financial Projections
  - Past three years personal tax returns
- Existing Business:
  - Most Current Business Plan
  - Three (3) Yearly Financial Statements: Profit & Loss Statements, Cash Flows and Income Statements covering the last three years of business operation, or if a new business, personal income statements.
  - List of Current Obligations (include company Names and Amounts)
  - Past three years personal tax returns
- Letter from Lending Institution(s) (if applicable): Evidence of private financing commitments for investors or lenders.
- If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, ByLaws)
- Resume(s) of all owners/co-owners/directors/partners/stockholders: Necessary entity or personal financial information about the Applicant(s), including name, address, past experience, work history, and related information.
- Other information or financial documentation as requested.

**Questions:** Contact City Administrator, Tom Ourada, at 402-826-4313 or email [tom.ourada@crete.ne.gov](mailto:tom.ourada@crete.ne.gov). **Return** application and supporting documentation to City Administrator, at City Hall, 243 E. 13<sup>th</sup> Street, Crete, NE 68333

# United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: \_\_\_\_\_ and I agree to provide a copy of my USCIS documentation upon request.

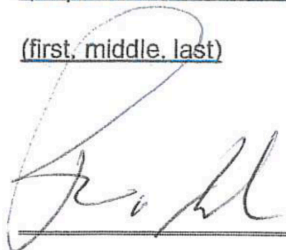
I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME

Patrick W. Reed

(first, middle, last)

SIGNATURE



DATE

4/22/24

1/19/2010

DOWNLOAD/SAVE

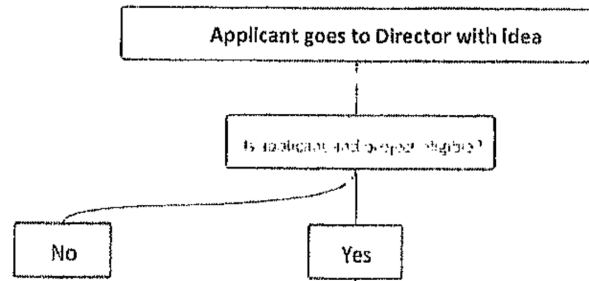
PRINT

# LB 840 APPLICATION PROCESS

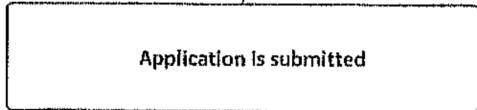
City of St. Louis, Missouri

For applications filed, the applicant has the ability to appear to the advisory committee at a public meeting.

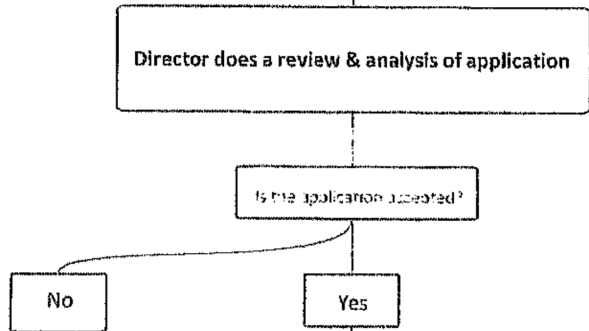
Step 1



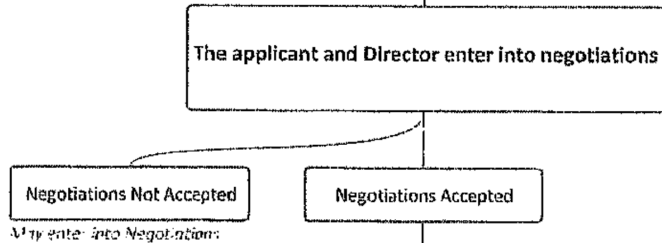
Step 2



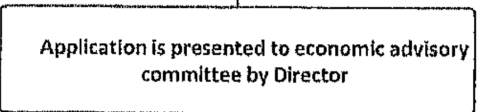
Step 3



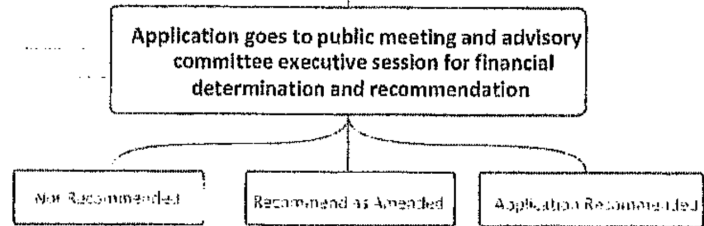
Step 4



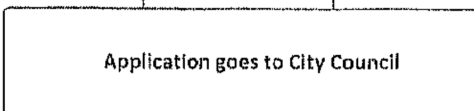
Step 5



Step 6



Step 7



## ECONOMIC DEVELOPMENT PROGRAM APPLICATION FOR FUNDS

**Please Type or Print Clearly and Answer Each Question** (If Question Does Not Apply – Mark N/A).

**Please Note:** The Information Contained in this portion of the document is Public Information and will **NOT** be Considered Confidential.

**A. APPLICANT INFORMATION:**

Name of Entity Applying for Assistance: Rebecca Hansmeyer (DBA Wool & Whimsy)

Business Address: 131 West 13th St Suite 1 Crete NE 68333  
(City) (State) (Zip Code)

Contact Person: Rebecca Hansmeyer Telephone Number: 402-910-3131

Fax Number: \_\_\_\_\_ Email Address: beckyhansmeyer@gmail.com

Federal Tax ID Number: 99-1754190

Type of Entity:     Start-Up     Buyout     Existing

If Existing, Number of Years in Business in Crete: \_\_\_\_\_

**Business Classification: (Please Choose One)**

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Retail      | <input type="checkbox"/> Manufacturing      | <input type="checkbox"/> Research & Development |
| <input type="checkbox"/> Headquarter            | <input type="checkbox"/> Telecommunications | <input type="checkbox"/> Tourism                |
| <input type="checkbox"/> Warehouse/Distribution | <input type="checkbox"/> Government         | <input type="checkbox"/> Other                  |

**Business Type: (Please Choose One)**

- |  |  |                                      |
|--|--|--------------------------------------|
| <input checked="" type="checkbox"/> Proprietorship | <input type="checkbox"/> Corporation         | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> LLC                       | <input type="checkbox"/> Governmental Entity | <input type="checkbox"/> Other       |

Does the Company have a Parent or Subsidiaries?     Yes     No

If Yes, Please List Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(City) (State) (Zip Code)

**Ownership Identification:** Please List all Officers, Directors, Partners, Owners, Co-owners and Stockholders.

Full Name	Title	Ownership Percentage
Rebecca Lee Hansmeyer	Owner	100%

Which type of assistance is the entity applying for?

Grant     Loan Guarantee If so, Lender? \_\_\_\_\_     Other

Explain: Assistance with business start-up costs

What is the general purpose of the request (must be an allowed LB840/Economic Dev. Plan Project)?

- New Development     New Business Startup     Building Renovation     Public Works  
 Professional/Employee Recruitment     Promotion/Tourism     Job Training  
 Working Capital     Low - Moderate Income Housing     Workforce Housing  
 Technology     Plan Management     Technical Assistance     Equity Investment

Does the business qualify to receive any incentives from the State of Nebraska?  Yes  No  DK

Has the business applied for any incentives from the State of Nebraska?  Yes  No

If yes, please explain: \_\_\_\_\_

Employee Information: (FTE = Full-Time Equivalent = 2,080 Hours/Per Year)

Number of Existing Full-Time Equivalent Employees: 1

Number of Full-Time Equivalent Positions to Be Created: 0

Will all of the Full-Time Equivalent Positions be Physically Located within the City of Crete, their Two- Mile Extraterritorial Jurisdiction or on Land Held in the Name of the City of Crete?

Yes  No

If no, please explain: \_\_\_\_\_

Does the Company Employ Any Seasonal Employees?  Yes  No

If Yes, How Many: \_\_\_\_\_

(Seasonal employees must work for at least three continuous months and the position must reoccur annually)

**B. PROJECT INFORMATION:**

**Please provide a Brief Project Summary Description:**

I will be opening up a yarn and fabric shop in the space that is currently being renovated by Charpen Properties, LLC (owned by my husband, Lukas). In order to get the shop opened this year, I am requesting assistance with start-up costs including purchasing a computer, printer/copier, furniture, shelving/store displays, signage, point-of-sale equipment, and the hiring of a graphic designer to develop branding for the store. A detailed breakdown of the start-up costs can be found in the attached business plan. Yarn and fabric stores tend to be destination spots for hobbyists throughout the region; my hope is that this will attract many visitors to Crete.

Use of Funds	Total Project Cost	Econ Dev Funds Requested
Land or Building Acquisition	\$	\$
Renovation/Rehabilitation	\$	\$
New Construction	\$	\$
Machinery / Equipment Acquisition	\$	\$
Business / Employee Recruitment Activities	\$	\$
Technology Costs	\$ 4,780.00	\$ 4,780.00
Small Business Development	\$ 11,750.00	\$ 11,750.00
Working Capital (Includes Inventory)	\$ 40,000.00	\$ 10,000.00
Job Training	\$	\$
Other	\$	\$
Total Project Cost	\$ 56,530.00	
	Total LB840 Funds Requested:	\$ 26,530.00

**C. FUNDING SOURCES AND EQUITY INJECTION:**

If Borrowing, Name of Lender: First State Bank of Nebraska

Loan Amount: \$40,000 Line of Credit Loan Term (Years): \_\_\_\_\_

Amount Injected Into the Project by Business/Partners/Owners:  
\$0

Other Funding Source(s) and Amount(s): \_\_\_\_\_

**C. PROJECT LOCATION:**

Within the Crete City Limits?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Within the Crete Two-Mile Jurisdiction?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Land Owned by the City of Crete?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Not Located in Crete but for area benefit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If Not in City Jurisdiction, please explain local benefit:

---

**D. ATTACHMENTS:** - Please Include the Attachments that Apply to Your Entity – See *checklist Page 5.*

**Please Note:** The Information provided pursuant to this Section **Will** be Deemed Confidential and will not be Available for Public Disclosure.

- Business Plan: Brief Description of the Business
- Resumes of all Owners/Co-Owners/Directors/Partners/Stockholders
- For Existing Businesses – Three (3) Yearly Financial Statements
- For Existing Businesses – Current Financial Statements (Less Than Sixty (60) Days Old)
- For Existing Businesses - List of Current Obligations (Include Company Names and Amounts)
- For Start-Up Businesses – Current Business Plan
- For Start-Up Businesses – Three Year Projections
- Tax Returns – Previous Three (3) Years – Personal Tax Returns May be Required for Proprietorship
- Letter from Lending Institution if applicable
- If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, Bylaws)
- Please Note that Other Financial Documents May Be Required

**E. APPLICANT SIGNATURE:**

I certify that the information contained in this application and all attachments are correct to the best of my knowledge. By signing below, I authorize the City of Crete or their contracted representative to check my credit and the credit of all who are listed within this application. I understand that I must update my credit information if my financial situation changes.

Rebecca L Hansmeyer  
Applicant's Signature

4-9-24  
Date

# United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: \_\_\_\_\_, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME

Rebecca Lee Hansmeyer

(first, middle, last)

SIGNATURE

Rebecca Lee Hansmeyer

DATE

4-9-24

1/19/2010

DOWNLOAD/SAVE

PRINT



## ECONOMIC DEVELOPMENT PROGRAM APPLICATION FOR FUNDS

**Please Type or Print Clearly and Answer Each Question** *(If Question Does Not Apply – Mark N/A).*

**Please Note:** The Information Contained in this portion of the document is Public Information and will **NOT** be Considered Confidential.

**A. APPLICANT INFORMATION:**

Name of Entity Applying for Assistance: Crete Housing and Economic Development Corporation

Business Address: 243 East 13th Street Crete NE 68333  
(City) (State) (Zip Code)

Contact Person: Tom Ourada Telephone Number: 4028264312

Fax Number: \_\_\_\_\_ Email Address: tom.ourada@crete.ne.gov

Federal Tax ID Number: 47-0552817

Type of Entity:     Start-Up     Buyout     Existing

If Existing, Number of Years in Business in Crete: 4

**Business Classification: (Please Choose One)**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Retail                 | <input type="checkbox"/> Manufacturing      | <input type="checkbox"/> Research & Development |
| <input type="checkbox"/> Headquarter            | <input type="checkbox"/> Telecommunications | <input type="checkbox"/> Tourism                |
| <input type="checkbox"/> Warehouse/Distribution | <input type="checkbox"/> Government         | <input checked="" type="checkbox"/> Other       |

**Business Type: (Please Choose One)**

- |   |   |                                      |
|---|---|--------------------------------------|
| <input type="checkbox"/> Proprietorship | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> LLC            | <input type="checkbox"/> Governmental Entity    | <input type="checkbox"/> Other       |

Does the Company have a Parent or Subsidiaries?     Yes     No

If Yes, Please List Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(City) (State) (Zip Code)

**Ownership Identification:** Please List all Officers, Directors, Partners, Owners, Co-owners and Stockholders.

Full Name	Title	Ownership Percentage
David Bauer	Board Member	
Tom Ourada	Board Chair	
Anna Burge	Board Attorney	
Justin Kozicek	Board Member	
Tom Sorensen	Board Member	

Which type of assistance is the entity applying for?

- Grant    
  Loan Guarantee If so, Lender? \_\_\_\_\_    
  Other

Explain: \_\_\_\_\_

What is the general purpose of the request (must be an allowed LB840/Economic Dev. Plan Project)?

- New Development   
  New Business Startup   
  Building Renovation   
  Public Works  
 Professional/Employee Recruitment   
  Promotion/Tourism   
  Job Training  
 Working Capital   
  Low - Moderate Income Housing   
 Workforce Housing  
 Technology   
 Plan Management   
 Technical Assistance   
 Equity Investment

Does the business qualify to receive any incentives from the State of Nebraska?  Yes  No  DK

Has the business applied for any incentives from the State of Nebraska?  Yes  No

If yes, please explain: Applied for and received Rural Workforce Development Funds

Employee Information: (FTE = Full-Time Equivalent = 2,080 Hours/Per Year)

Number of Existing Full-Time Equivalent Employees: 0

Number of Full-Time Equivalent Positions to Be Created: 0

Will all of the Full-Time Equivalent Positions be Physically Located within the City of Crete, their Two- Mile Extraterritorial Jurisdiction or on Land Held in the Name of the City of Crete?

- Yes  No

If no, please explain: No FTE's will be created.

Does the Company Employ Any Seasonal Employees?  Yes  No

If Yes, How Many: \_\_\_\_\_

(Seasonal employees must work for at least three continuous months and the position must reoccur annually)

**B. PROJECT INFORMATION:**

**Please provide a Brief Project Summary Description:**

Our non-profit corporation has previously applied for and received LB840 funds in the amount of \$250,000 for workforce housing. We did leverage that funding to receive a 100% matching grant of \$250,000 for Rural Workforce Housing from the Nebraska Department of Economic Development. With two other donations, we had \$580,000 in funds available. With that, we constructed two residences that satisfied our initial rural workforce housing grant obligation. We are currently funding construction of two more of these units. The route that we have taken is to provide builders with these funds interest free to start with, and have had successes. But now we have had to pay tax and audit expenses which are eating into our available funding. As a result, we are asking for an additional \$20,000 to replenish our account. Our intent going forward is to start to charge a nominal interest and to use the paid back \$580,000 to apply for another \$580,000 from NDED to reach \$1,160,000 to make an even larger impact on affordable workforce housing.

Use of Funds	Total Project Cost	Econ Dev Funds Requested
Land or Building Acquisition	\$ 560,000.00	\$ 20,000.00
Renovation/Rehabilitation	\$	\$
New Construction	\$	\$
Machinery / Equipment Acquisition	\$	\$
Business / Employee Recruitment Activities	\$	\$
Technology Costs	\$	\$
Small Business Development	\$	\$
Working Capital (Includes Inventory)	\$	\$
Job Training	\$	\$
Other	\$	\$
Total Project Cost	\$ 560,000.00	
	Total LB840 Funds Requested:	\$ 20,000.00

**C. FUNDING SOURCES AND EQUITY INJECTION:**

If Borrowing, Name of Lender: \_\_\_\_\_

Loan Amount: \_\_\_\_\_ Loan Term (Years): \_\_\_\_\_

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

\_\_\_\_\_

Other Funding Source(s) and Amount(s): NDED \$250,000, Prior LB840, \$250,000, Pinnacle 25,000

**C. PROJECT LOCATION:**

- |  |   |  |
|--|---|--|
| Within the Crete City Limits?              | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Within the Crete Two-Mile Jurisdiction?    | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Land Owned by the City of Crete?           | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Not Located in Crete but for area benefit? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |

If Not in City Jurisdiction, please explain local benefit:

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**D. ATTACHMENTS:** - Please Include the Attachments that Apply to Your Entity – See *checklist Page 5.*

**Please Note:** The Information provided pursuant to this Section **Will** be Deemed Confidential and will not be Available for Public Disclosure.

- Business Plan: Brief Description of the Business
- Resumes of all Owners/Co-Owners/Directors/Partners/Stockholders
- For Existing Businesses – Three (3) Yearly Financial Statements
- For Existing Businesses – Current Financial Statements (Less Than Sixty (60) Days Old)
- For Existing Businesses - List of Current Obligations (Include Company Names and Amounts)
- For Start-Up Businesses – Current Business Plan
- For Start-Up Businesses – Three Year Projections
- Tax Returns – Previous Three (3) Years – Personal Tax Returns May be Required for Proprietorship
- Letter from Lending Institution if applicable
- If a Corporation, LLC or Other Legal Entity - Copy of Organizational Documents (Articles, Bylaws)
- Please Note that Other Financial Documents May Be Required

**E. APPLICANT SIGNATURE:**

I certify that the information contained in this application and all attachments are correct to the best of my knowledge. By signing below, I authorize the City of Crete or their contracted representative to check my credit and the credit of all who are listed within this application. I understand that I must update my credit information if my financial situation changes.

  
 Applicant's Signature

5-1-2024  
 Date

# United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: \_\_\_\_\_, and I agree to provide a copy of my USCIS documentation upon request.

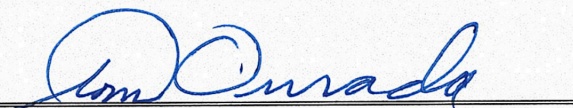
**I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.**

PRINT NAME

Tom F. Ourada

(first, middle, last)

SIGNATURE




DATE

4-30-2024

1/19/2010

DOWNLOAD/SAVE

PRINT



# Crete LB840 Program Report

Quarterly Report 2024 and Projects Before

# LB840 2024

1<sup>st</sup> Quarter

# 1<sup>st</sup> Quarter Accounting

- 1<sup>st</sup> Quarter of 2024 the LB840 Program Statistics are as follows;
  - Beginning cash balance - \$1,578,215.07
  - Estimated income for 1<sup>st</sup> quarter 2024 - \$95,580.00
  - Balance for beginning of 2<sup>nd</sup> quarter 2024 - \$1,673,795.07
  - Beginning Loan Guarantee funds - \$540,950.02
  - Estimated income for 1<sup>st</sup> quarter 2024 - \$10,620.00
  - Balance of Loan Guarantee 2<sup>nd</sup> quarter 2024 - \$551,570.02

# 1<sup>st</sup> Quarter Accounting Continued

- 1<sup>st</sup> Quarter of 2024 the LB840 Loan Guarantee Obligations are as follows;

• Balance of Loan Guarantee Funds	\$551,570.03
• Blue River Arts Council	-\$300,000.00
• Balance	\$251,570.03

# 1<sup>st</sup> Quarter Activity

- 1<sup>st</sup> Quarter of 2024 the LB840 Forgivable Loan Program Obligations;

• Balance of Economic Dev Funds	\$1,676,795.07
• Operations (25% of \$30,000)	-\$ 7,500.00
• Old Main Bar Redevelopment	-\$ 88,973.88
• Charpen Properties LLC	-\$ 20,677.65
• Total 2 <sup>nd</sup> Quarter FY2024	<u>-\$ 117,151.53</u>
• Balance	\$1,556,643.54

# 1<sup>st</sup> Quarter Activity - Late

- Late 1<sup>st</sup> Quarter of 2024 the LB840 Forgivable Loan Program Obligations  
(will be reported in 2<sup>nd</sup> quarter but is in approval)

• Balance of Economic Dev Funds	\$1,556,643.54
• Operations (25% of \$30,000)	-\$ 7,500.00
• Old Main Bar amendment	-\$ 7,871.65
• Wool & Whimsy	-\$ 18,265.50
• Crete Housing & Development Corp.	-\$ 20,000.00
• Total 2 <sup>nd</sup> Quarter FY2024 to date	<u>-\$ 53,637.15</u>
• Balance	\$1,503,006.39

# 2023 Projects

- The 1206 – Lighting & Signage - Marquee \$ 24,876.00
- Charpen 131 West 13<sup>th</sup> St. – Interior/Exterior Building Remodel \$ 37,873.75
- ALLO – Downtown Store Rework \$ 45,000.00
- Mel Krupicka 1228 Main – Façade Work \$ 7,275.00
- Old Main – 11<sup>th</sup> & Main Ave – Façade Work \$ 88,973.88
- 1209/1211 Main – Building Acquisition\* \$175,000.00
- Blue River Arts Council – Building Remodel \$351,159.00
  
- Total of 2023 Projects\* \$730,157.00
  
- \*1209/1211 Main Building Sale proceeds will return to LB840 fund upon sale.

# Project Dollars Since Inception

- From 2011 to 1<sup>st</sup> quarter of 2024 the program has yielded \$5,931,592.17
- From 2011 to 1<sup>st</sup> quarter of 2024 the program has funded \$4,257,797.10 in projects.
- As reported, the balance is around \$1,673,795.07 not accounting for anticipated approval of recent project proposals.

# Select Project Results Since Inception

- Elle's on Main operated and provided jobs for over seven years and enhanced the appearance of downtown.
- Saline Medical Plaza used LB840 funds to help secure the vacant retirement facility on 1st & Boswell. Due to zoning there was very little opportunity to do much with it other than to demo it. A multi-family dwelling was not an allowed use.
- The Brew House renovated multiple vacant buildings and set the stage for other development to occur. The 1206 is the result of these investments.
- Wackel Machine started and grew into a very successful business employing a large number of people.
- A highly visible property along the highway into Crete was purchased and the dilapidated buildings were removed. The property was recently sold to a developer who is planning new housing and commercial development.
- Major funding was provided for a City owned property that volunteers are working to renovate and assume ownership of, with plans of operating as a keystone downtown attraction within the year.
- LB840 funded the Downtown Revitalization Matching requirements, leveraging less than \$200,000 to gain over \$800,000 of grant funds for downtown improvements that provided 80% matching to individual projects.

Questions?

The background is a dark blue color with a fine, repeating hatched pattern. A diagonal line runs from the bottom-left corner towards the top-right corner. To the left of this line, the background is a lighter, solid blue. To the right of the line, the background is the dark blue with the hatched pattern. The text "Thank You" is centered in the dark blue area.

**Thank You**