

CITY OF CRETE, NEBRASKA  
CITY COUNCIL REGULAR MEETING  
September 7, 2021

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. 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. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting
  2. Roll Call
    - Kyle Frans: Present
    - Ryan Hinz: Present
    - Jack Oelschlager: Present
    - Dan Papik: Present
    - Travis Sears: Present
    - Dale Strehle: Present
- Present: 6.

3. Consent Agenda

Approve consent agenda as presented. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

A. Approve Meeting Minutes

1. August 17, 2021 Legislative Development Committee Minutes
2. August 17, 2021 City Council Regular Meeting Minutes
3. August 17, 2021 Finance Committee Minutes
4. August 24, 2021 Special City Council Meeting Minutes
5. August 31, 2021 City Council Public Hearing Minutes
6. August 31, 2021 Special City Council Meeting Minutes

B. Accept the City Treasurer's Report

C. Approve the Payment of Claims Against the City

4. Items of Business

- A. Consider approving the Library's request to have liquor in the Community Room for its "A conversation with Mark and Andy" Event on October 7, 2021.

Approve the Library's request to have a licensed caterer serve liquor in the Community Room for its October 7th, 2021 event "A conversation with Mark and Andy." Carried with a motion by Travis Sears and a second by Dale Strehle.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

- B. Consider entering into a contract with Kingery Construction in the amount of \$285,039 for interior demolition of the Isis Theater.

Approve entering into a contract with Kingery Construction in the amount of \$285,039 for interior demolition of the Isis Theater, not to exceed the \$285,039. Carried with a motion by Travis Sears and a second by Dan Papik.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

The Public Works Committee met on this and it was recommended to table the contract until it could be split into two separate contracts. Blue River Arts Council President Shaylene Smith spoke about the contract, explaining that the whole project total needs to be in the contract in order for BRAC to receive a \$350,000 grant that they are waiting on to put towards the rebuilding project. Smith also explained that Exhibit A clarifies that no rebuilding will commence until final plans and specs are agreed upon by all parties, at which point the City may approve or deny any costs moving forward after the demolition.

- C. Consider approving Change Order #2 with Van Kirk Bros in the amount of \$1,660.00 for the 2020 Water System Improvements Project.

Approve change order #2 with Van Kirk Bros in the amount of \$1,660 for the 2020 Water System Improvement Project. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

The Public Works Committee met on this and recommended approving Change Order #2 with Van Kirk Bros.

- D. Consider issuing a Certificate of Substantial Completion to Van Kirk Bros. Contracting for the 2020 Water System Improvements Project.

Approve issuing a Certificate of Substantial Completion to Van Kirk Bros Contracting for the 2020 Water System Improvement Project. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

The Public Works Committee also met on this tonight and recommends issuing a Certificate of Substantial Completion to Van Kirk Bros.

- E. Consider adopting Resolution 2021-09: A resolution appointing alternate representatives to MEAN and NMPP.

Introduce and adopt Resolution 2021-09: A resolution appointing alternate representatives to MEAN and NMPP. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

City Administrator Tom Ourada explained the change in rules for the MEAN and NMPP alternate representatives and that the Public Works Committee met on this and recommend appointing Mike Kalkwarf to, yet again, be our alternate representative for MEAN and NMPP.

F. Consider enacting Ordinance 2131: An ordinance creating a vacant and neglected property registration.

Introduce Ordinance 2131: An ordinance creating a vacant and neglected property registration, and move that the statutory rule of three readings on three different days be suspended. Carried with a motion by Ryan Hinz and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

Approve adopting Ordinance 2131: An ordinance creating a vacant and neglected property registration. Carried with a motion by Ryan Hinz and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

The Legislative and Economic Development Committee met on this and recommends enacting Ordinance 2131.

G. Consider authorizing an additional 1% Restricted Funds Authority for fiscal year 2021-2022.

Approve authorizing an additional 1% Restricted Funds Authority for fiscal year 2021-2022. Carried with a motion by Travis Sears and a second by Dan Papik.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

The Finance Committee met on this and recommends authorizing an additional 1% Restricted Funds Authority for fiscal year 2021-2022.

H. Consider approving the proposed annual budget for fiscal year 2021-2022 and authorizing its submission to the appropriate county and state entities.

Approve the proposed annual budget for fiscal year 2021-2022 and authorizing its submission to the appropriate county and state entities. Carried with a motion by Travis Sears and a second by Dan Papik.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

The Finance Committee met on this and recommends approving the proposed annual budget for fiscal year 2021-2022 and submission to appropriate counties and state entities.

I. Consider adopting Resolution 2021-10: A resolution setting the property tax request for fiscal year 2021-2022.

Introduce and adopt Resolution 2021-10: A resolution setting the property tax request for fiscal year 2021-2022. Carried with a motion by Travis Sears and a second by Dan Papik.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

The Finance Committee met on this and recommends adopting Resolution 2021-10 to set the property tax request for fiscal year 2021-2022.

- J. Consider enacting Ordinance 2137: An ordinance adopting the approved budget statement as the Annual Appropriation Bill for fiscal year 2021-2022.

Introduce Ordinance 2137: An ordinance adopting the approved budget statement as the Annual Appropriation Bill for fiscal year 2021-2022 and move that the statutory rule regarding three reading on three different days be suspended. Carried with a motion by Travis Sears and a second by Dan Papik.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

Approve adopting Ordinance 2137: An ordinance adopting the approved budget statement as the Annual Appropriation Bill for fiscal year 2021-2022. Carried with a motion by Travis Sears and a second by Dan Papik.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

The Finance Committee met on this and recommends enacting Ordinance 2137 to approve the budget statement for fiscal year 2021-2022.

- K. Consider amending the Master Fee Schedule to add electric vehicle parking and charging rates.

Approve amending the Master Fee Schedule to add electric vehicle parking and charging rates as stated. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

The Public Works Committee met on this and recommends amending the Master Fee Schedule to add an electric vehicle charging rate of \$1.05 per hour and, after being parked for more than four hours, paying \$10 per hour for parking.

- L. Consider enacting Ordinance 2138: An ordinance setting the wages and salaries of city officers and non-bargaining unit employees.

Introduce Ordinance 2138: An ordinance setting the wages and salaries of city officers and non-bargaining unit employees and move that the statutory rule regarding three reading on three separate days be suspended. Carried with a motion by Dan Papik and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

Approve enacting Ordinance 2138: An ordinance setting the wages and salaries of city officers and non-bargaining unit employees. Carried with a motion by Dan Papik and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

The Personnel Committee met on this and recommend enacting Ordinance 2138 for setting wages and

salaries of city employees.

- M. Consider approving the employment of new firefighters Josh Marcelino and Andrew AJ Page and adding them to the City's insurance roles.

Approving the employment of new firefighters Josh Marcelino and Andrew AJ Page and adding them to the City's insurance roles. Carried with a motion by Dale Strehle and a second by Ryan Hinz.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

The Personnel Committee met on this and recommend approving the employment of new firefighters Josh Marcelino and Andrew AJ Page and adding them to City insurance roles. Fire Chief Tod Allen introduced Josh Marcelino and AJ Page to the Council, who congratulated and welcomed them both.

5. Petitions - Communications - Citizen Concerns

6. Officers' Reports

Library Director Joy Stevenson: Reminded everyone about the Library grand opening on September 15th at 1:30pm and welcomes everyone to join.

Fire Chief Tod Allen: The first Firebirds football is this Sunday, September 12th, at the old practice field due to Doane having games on their field.

Police Chief Steve Hensel: Shared statistics of their recent two-week traffic grant, a job well done.

Human Resource Coordinator Wendy Thomas: Doing payroll this week with the new time-keeping system and working on hiring a police officer to fill a vacant position.

Councilmember Jack Oelschlager: Thanked everyone for their work on putting the budget together.

Councilmember Dan Papik: Thanked the city staff for their work on the budget and also thanked the police and fire departments for all they do for the community.

Mayor Dave Bauer: Met with SCAT director Scott Bartels and expressed disappointment about him scaring his employees and riders into thinking the city was going to shut SCAT down. Bauer and the city are working on crunching numbers to find the best solution to SCAT's lack of funding.

7. Adjournment

Mayor

(SEAL)

City Clerk-Treasurer

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

meeting and the subjects to be discussed.

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City Clerk-Treasurer

(S E A L)



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## CITY COUNCIL LEGISLATIVE/DEVELOPMENT COMMITTEE MEETING

August 17, 2021 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

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

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

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

#### 1. Open Meeting

#### 2. Roll Call

Kyle Frans: Present  
Ryan Hinz: Present  
Jack Oelschlager: Present  
Present: 3.

#### 3. Items of Business

##### 3.A. Discuss enacting Ordinance 2131: An ordinance creating a vacant and neglected property registration.

City Administrator Tom Ourada reminded the committee that the nuisance property ordinance will not work in place of this new ordinance.

Advance Ordinance 2131: Vacant property registration to the full council for approval. Carried with a motion by Jack Oelschlager and a second by Kyle Frans.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye  
Aye: 3, No: 0

**3.B. Discuss amending the animal regulations to allow a limited number of chickens (hens) within the City.**

Councilperson Ryan Hinz and City Administrator Tom Ourada expressed concerns about being able to enforce new regulations, limiting the number of chickens one can have, and preventing illegal slaughtering of the chickens. Councilperson Kyle Frans doesn't think that people who would follow regulations should be told they can't have chickens for pets/eggs just because some other people do not follow the rules. The committee agreed that either way, consistency is needed throughout. Ourada suggested tabling the matter until the next meeting and he will discuss options for enforcement with the police department.

Table until the next committee meeting. Carried with a motion by Jack Oelschlager and a second by Kyle Frans.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye

Aye: 3, No: 0

**4. Officers' Reports**

**5. Adjournment**



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## CITY COUNCIL REGULAR MEETING

August 17, 2021 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 and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. 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. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

#### 1. Open Meeting

##### 2. Roll Call

Kyle Frans: Present  
Ryan Hinz: Present  
Jack Oelschlager: Present  
Dan Papik: Present  
Travis Sears: Present  
Dale Strehle: Present

Present: 6.

##### 3. Consent Agenda

Approve consent agenda as presented. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

##### 3.A. Approve Meeting Minutes

3.A.1. June 15, 2021 Public Works Committee meeting

3.A.2. July 6, 2021 Public Works Committee meeting

3.A.3. August 3, 2021 City Council meeting

- 3.A.4. August 3, 2021 Finance Committee meeting**
- 3.A.5. August 3, 2021 Legislative Development Committee meeting**
- 3.A.6. August 3, 2021 Parks & Recreation Committee meeting**
- 3.A.7. August 3, 2021 Public Works Committee meeting**
- 3.B. Accept the City Treasurer's Report**
- 3.C. Approve the Payment of Claims Against the City**
- 3.D. Approve the corporate manager liquor application for Crete Lodging LLC.**

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

##### **4.A. Review and consider action on the quote from Nutri-Ject for Digester Cleaning, Removal and Land Application of Bio-solids at the WWTP for a total cost of \$80,640.00 based on 17 feet of solids in both digesters.**

City Administrator Tom Ourada informed the council that the digesters at the WWTP are generally pretty full of sludge due to start up issues when the plant first went on line and we are having to use extra polymer to operate. If we go ahead with Nutri-Ject digester cleaning, it will cut back significantly on the use of polymer, which we currently spend around \$4,000 per month on. The last four months of industrial billing will more than make up for the funding of this. It went to the Public Works Committee and they recommended accepting the quote for the cleaning.

Approve the quote from Nutri-Ject for Digester Cleaning, Removal and Land Application of Bio-solids at the WWTP for a total cost of \$80,640.00. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

##### **4.B. Review and consider action on the Project Manual, Drawings and Estimate from Gilmore & Associates for overlaying Linden Avenue (13th Street to 14th Street) and 12th Street.(Linden Avenue to Hawthorne Avenue).**

City Administrator Tom Ourada presented Gilmore & Associates' project manual and estimates for the overlay project on Linden and 12th Street. This went to the Public Works Committee and adding Ivy Avenue from 12th to 13th Street was suggested. The committee's recommendation was to accept the plans and estimates, and then see if they would add on the extra block for unit pricing after the bid letting.

Approve the project manual, drawings and estimate from Gilmore & Associates for overlaying Linden Avenue (13th Street to 14th Street) and 12th Street (Linden Avenue to Hawthorne Avenue) with a bid letting date of September 7 at 10:00am. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

##### **4.C. Discuss and consider action setting a street name for former County Road 2400.**

This went to the Public Works Committee and none of the 'Q' or 'R' tree names were very good, so City Administrator Tom Ourada suggested 'Dogwood' and the committee agreed.

Name the portion of former County Road 2400 that goes from 13th Street to the south 'Dogwood'. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

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

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

Lieutenant Gary Young:

- After a meeting with Southeast Communications today, we have officially started dispatching with Richardson County.

Councilperson Kyle Frans:

- Gave thanks to the Police Department and Fire Department for their help at the Back to School picnic.

City Administrator Tom Ourada:

- A electric car charger was installed on Linden Street and signs for it will be put up soon. Until a rate is set, it is free.

- Approval from Burlington Railroad has been received to bore the water and sewer. We may have a special meeting next week for this.

- Park Planning meeting on September 1 for the park redo.

- Nuisance properties are still in progress, the Street Department is doing a great job!

- Human Resource Coordinator Wendy Thomas is implementing digital timekeeping at City Hall.

- Gap paving project is underway. They are working quickly and efficiently.

- An appraiser was here the last two days to assess the properties that expressed interest in the floodplain buyout.

## **7. Adjournment**

The meeting adjourned at 6:35 PM

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Mayor

(SEAL)

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City Clerk

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

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City Clerk

(S E A L)

CITY COUNCIL  
CLAIMS PAID

<b>Payee</b>	<b>Description</b>	<b>Amount</b>
AQUA-CHEM INC	WWTP CHEMICALS	\$4,328.31
BEATRICE CONCRETE CO	CONCRETE	\$1,257.90
CASELLE, INC.	SOFTWARE SERVICE	\$1,180.78
CITY PAYROLL FUND	WAGES	\$78,094.15
CITY REVENUE FUND	PAPER TOWELS	\$44.64
CRETE ACE HARDWARE	SUPPLIES	\$469.66
CRETE FOODMART	SUPPLIES	\$40.23
DEPT. OF ENERGY W.A.P.A.	PURCHASED POWER WAPA	\$30,426.63
DOANE UNIVERSITY	EMPLOYEE APPRECIATION	\$1,016.26
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$394.91
EXECUTIVE ANSWERING	ANSWERING SERVICE	\$99.00
FES	WEBSITE HOSTING	\$1,350.00
GWORKS	SOFTWARE SERVICE	\$10,800.00
JAY'S OIL CO.	TIRE REPAIR	\$25.00
LINCOLN WINWATER WORKS	SUPPLIES	\$103.20
MAX I WALKER UNIFORM	UNIFORMS	\$199.59
MCI VERIZON	TOLL FREE LINE	\$17.62
MIDWEST LABORATORIES	LABS	\$2,739.00
NAPA AUTO PARTS	PARTS	\$16.76
NORRIS PPD	UTILITIES	\$9,056.34
ONE CALL CONCEPTS INC	LOCATING SERVICE FEE	\$68.82
O'REILLY AUTO PARTS	PARTS	\$61.26
QUADIENT FINANCE USA	POSTAGE	\$451.35
RESCO	SUPPLIES	\$1,236.25
SID DILLON FORD	SERVICES	\$32.82
SPECTRUM	INTERNET	\$31.98
UNION BANK & TRUST	HSA FEES	\$35.51
UNITE PRIVATE NETWORKS	ETHERNET INTERNET ACCESS	\$726.00
UPS	SHIPPING	\$12.58
USABUEBOOK	LAB SUPPLIES	\$139.86
VERIZON WIRELESS	PHONES	\$329.61
WASTE CONNECTIONS	SERVICES	\$525.62
WINDSTREAM	PHONE LINES	\$385.00
ZELLE	HR CONSULTING FEE	\$1,528.11
<b>UTILITY FUNDS</b>	<b>SUBTOTAL</b>	<b>\$147,224.75</b>
911 CUSTOM	DUTY BELTS	\$932.68
AKRS EQUIPMENT	REPAIRS	\$149.47
ALL ROADS BARRICADES	BARRICADES	\$655.16
ALLEN, TOD	REIMBURSEMENT	\$277.59
AQUA-CHEM INC	CHEMICALS	\$1,400.65
AXON ENTERPRISE INC	SUPPLIES	\$1,545.70
BAKER & TAYLOR	BOOKS/MAGAZINES	\$910.51
BAUER INSURANCE INC	NOTARY BOND	\$40.00
BEATRICE CONCRETE CO	CONCRETE	\$3,960.62
BLACK HILLS ENERGY	NATURAL GAS	\$21.91

CITY COUNCIL  
CLAIMS PAID

<b>Payee</b>	<b>Description</b>	<b>Amount</b>
BLUE VALLEY DOOR CO INC	DOOR REPAIR	\$1,471.26
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	\$668.59
CASELLE, INC.	SOFTWARE SERVICE	\$1,078.22
CHARTER COMMUNICATIONS	INFORMATION SUBPEONA	\$200.00
CHURCH, SUSAN	REIMBURSEMENT	\$208.49
CITY PAYROLL FUND	WAGES	\$128,197.37
CITY REVENUE FUND	FUEL	\$4,860.77
COMPANY CARE	PHYSICAL EXAM	\$165.00
CORNHUSKER INTERNATIONAL	PARTS	\$712.85
CRETE ACE HARDWARE	SUPPLIES	\$966.42
CRETE FOODMART	SUPPLIES	\$32.34
CRETE GLASS	SUPPLIES	\$487.00
CRETE VETERINARY CLINIC	ANIMAL BOARDING	\$666.50
CULLIGAN WATER SERVICE	WATER COOLER RENTAL	\$26.50
DOANE UNIVERSITY	EMPLOYEE APPRECIATION	\$1,640.66
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$2,950.85
ES OPCO USA INC	MOSQUITO SPRAY	\$1,925.00
EXECUTIVE ANSWERING	ANSWERING SERVICE	\$33.00
FES	ANNUAL HOSTING	\$2,250.00
FIRST NATIONAL BANK	SUPPLIES	\$4,046.12
GRAINGER	TOOLS	\$106.13
GWORKS	SOFTWARE SERVICE	\$7,200.00
HISTORY NEBRASKA	SUBSCRIPTION	\$35.00
KEN'S USAVE PHARMACY	MEDICAL SUPPLIES	\$7.89
LINCOLN CHILDRENS MUSEUM	LIBRARY PROGRAM	\$124.64
MACQUEEN EQUIPMENT LLC	PARTS	\$236.48
MCI VERIZON	TOLL FREE LINE	\$48.00
MIDWEST ALARM SERVICES	SERVICES	\$123.00
NAPA AUTO PARTS	PARTS	\$41.39
NE SECRETARY OF STATE	NOTARY RENEWAL	\$30.00
NEBRASKA.GOV	JUSTICE CASE LISTING	\$1.00
NORRIS PPD	UTILITIES	\$10.09
OCLC INC	LIBRARY GRANT EXPENSE	\$175.21
ODEYS INC	SUPPLIES	\$878.95
ONE SOURCE BACKGROUND	BACKGROUND CHECKS	\$67.00
PAPER TIGER SHREDDING	PAPER SHREDDING	\$30.00
PAVERS INC	COLD MIX ASPHALT	\$341.36
QUADIENT FINANCE USA INC	POSTAGE	\$551.65
QUICK MED CLAIMS	EMS BILLING	\$2,613.59
RENKER, LAURA	REIMBURSEMENT	\$19.16
SACK LUMBER CO	LIBRARY SHELTER	\$18,369.96
SAPP BROS, INC	FUEL	\$424.26
SEWARD COUNTY NEWS	PUBLICATIONS	\$125.66
SID DILLON FORD	REPAIRS	\$780.17
SIEDHOFF BODY SHOP	TOWING	\$175.00

CITY COUNCIL  
CLAIMS PAID

<b>Payee</b>	<b>Description</b>	<b>Amount</b>
SIRCHIE FINGER PRINT LAB	EVIDENCE COLLECTION BOXES	\$225.20
SISOUVONG, KELSEY	REIMBURSEMENT	\$834.65
SPECTRUM	INTERNET	\$218.26
TELEFLEX LLC	MEDICAL SUPPLIES	\$677.50
TYLER TECHNOLOGIES INC	E CITATION TECHNOLOGY	\$7,500.00
U.S. BANK	SUPPLIES	\$1,041.73
UNION BANK & TRUST	HSA FEES	\$48.49
UNITE PRIVATE NETWORKS	ETHERNET INTERNET ACCESS	\$374.00
VERIZON WIRELESS	PHONES	\$669.83
WASTE CONNECTIONS	SERVICES	\$590.04
WINDSTREAM	PHONE LINES	\$2,556.57
ZELLE	HR CONSULTING FEE	\$2,221.89
<b>TAX FUNDS</b>	<b>SUBTOTAL</b>	<b>\$211,954.98</b>
<b>ALL FUNDS</b>	<b>TOTAL</b>	<b>\$359,179.73</b>



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## CITY COUNCIL FINANCE COMMITTEE MEETING

August 17, 2021 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

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

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

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

#### 1. Open Meeting

#### 2. Roll Call

Kyle Frans: Present  
Dan Papik: Present  
Travis Sears: Present  
Present: 3.

#### 3. Items of Business

##### 3.A. Review and consider a recommendation for the City Council on the SCAT request for fiscal year 2022 funding.

Scott Bartels with Saline County Area Transit (SCAT) attended the meeting requested \$17,248 from the city for funding. City Administrator Tom Ourada let the committee know that the city no longer has an agreement of any kind with SCAT for funds. Different ways for SCAT to raise funds were brought up and discussed, including raising transportation rates, applying for any grants available, and talking with Farmland and other industries whose employees use SCAT to get to and from work about possibly getting funding from them. The committee suggested that we provide the base amount of \$8,382 and reconvene in two weeks, at the next meeting, to assess if Mr. Bartels has found or attempted to find any other way to receive funding.

Recommend to the council to accept SCAT's request for \$8,382 for fiscal year 2022 funding and revisit the Crete survey request in two weeks. Carried with a motion by Kyle Frans and a second by Dan Papik.

Kyle Frans: Aye, Dan Papik: Aye, Travis Sears: Aye

Aye: 3, No: 0

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

#### **5. Adjournment**



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## CITY COUNCIL SPECIAL MEETING

August 24, 2021 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. 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. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

#### 1. Open Meeting

#### 2. Roll Call

Ryan Hinz: Absent  
Kyle Frans: Present  
Jack Oelschlager: Present  
Dan Papik: Present  
Travis Sears: Present  
Dale Strehle: Present

Present: 5, Absent: 1.

#### 3. Items of Business

##### 3.A. Review and consider the Plans, Specifications and Engineers Estimate for the Water and Sewer Extensions to West Crete and set a bid letting date.

City Administrator Tom Ourada informed the council about the updated boring plan for the Water and Sewer Extensions to West Crete that will cost us more than planned. However, they would like to use a 16 inch pipe instead of a 14 inch one, which would save us some money, but would also cause a slight delay in the project. Ourada recommends moving forward with the plans and specs and setting a bid letting date for Thursday, September 16th at 10:00am.

Approve the Plans, Specifications and Engineers Estimate for the Water and Sewer Extensions to West Crete and set a bid letting date for September 16th at 10:00am. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 5, No: 0

**3.B. Review and consider BNSF Railway agreement for crossing ROW for Water and Sewer Extensions to West Crete.**

City Administrator Tom Ourada explained that the BNSF Railway agreement for crossing ROW for Water and Sewer Extensions to West Crete will not change, other than using the 16 inch pipe instead of 14 inches.

Enter into the agreement with BNSF Railway agreement for crossing ROW for Water and Sewer Extensions to West Crete. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 5, No: 0

**4. Officers' Reports**

Mayor Dave Bauer commented on the calls he has been receiving from concerned SCAT riders. These riders were told that the City is eliminating the SCAT program. Mayor Bauer explained the situation to the riders and that we're working out a plan with SCAT, not abandoning it. Scott from SCAT was contacted to explain the details of the situation again so there is no misunderstanding.

**5. Adjournment**

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Mayor

(SEAL)

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City Clerk-Treasurer

I, Jerry Wilcox, City Clerk-Treasurer for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within

ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

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City Clerk-Treasurer

(S E A L)



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## CITY COUNCIL PUBLIC HEARING

August 31, 2021 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 and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. 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. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

#### 1. Open Meeting

##### 2. Roll Call

Kyle Frans: Present  
Ryan Hinz: Present  
Jack Oelschlager: Present  
Dan Papik: Present  
Travis Sears: Present  
Dale Strehle: Present

Present: 6.

##### 3. Items of Business

##### 3.A. Public Hearing for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the proposed budget.

Open the public hearing for support, opposition, criticism, suggestions or observations of taxpayers relating to the proposed budget. Carried with a motion by Travis Sears and a second by Jack Oelschlager.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

Members of the public had a chance to speak, question, support or oppose the proposed budget, but none were present at the hearing.

City Administrator Tom Ourada informed the Council about each department's overall budget and explained any changes from the previous year's budget. Ourada commented on how well each department head did with their budgets and complimented Clerk-Treasurer Jerry Wilcox for a very well-put-together budget. Wilcox spoke on the state budget forms, describing the differences from last year's forms. Both Wilcox and Ourada touched on the City's interlocal agreements, clarifying restricted funds versus unrestricted funds.

Close the public hearing for support, opposition, criticism, suggestions or observations of taxpayers relating to the proposed budget. Carried with a motion by Travis Sears and a second by Jack Oelschlager.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

### **3.B. Public Hearing for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.**

Open the public hearing for hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request. Carried with a motion by Travis Sears and a second by Jack Oelschlager.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

Members of the public had a chance to speak, question, support or oppose the proposed budget, but none were present at the hearing.

The amount of property tax dollars as proposed and the tax rate as proposed were discussed and compared to previous years. The property tax request of \$1,398,500 is 1% less than last year. The tax rate of \$0.425146 is 13% less than last year.

Close the hearing for support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request. Carried with a motion by Travis Sears and a second by Jack Oelschlager.

Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 6, No: 0

## **4. Adjournment**

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Mayor

(SEAL)

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City Clerk-Treasurer

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

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City Clerk-Treasurer

(S E A L)



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## CITY COUNCIL SPECIAL MEETING

August 31, 2021 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 and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. 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. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

#### 1. Open Meeting

#### 2. Roll Call

Kyle Frans: Present  
Ryan Hinz: Present  
Jack Oelschlager: Present  
Dan Papik: Present  
Travis Sears: Present  
Dale Strehle: Present

Present: 6.

#### 3. Items of Business

##### 3.A. Working session to review department budgets.

##### 3.A.1. Police Department

Police Chief Steve Hensel informed the council of the police budget, which includes the operations, code enforcement, and 911 dispatch budgets. He also discussed new equipment and building repairs.

##### 3.A.2. Fire Department

Clerk-Treasurer Jerry Wilcox spoke on the Fire Department budget. This included the operations, ambulance and rescue, and equipment. An additional \$35,000 of general funds will be transferred to the department for operations and equipment.

### **3.A.3. Library**

Library Director Joy Stevenson spoke briefly about the operations and donations budgets for the Library as not a lot has changed from last year's budget.

### **3.A.4. General Funds**

Clerk-Treasurer Jerry Wilcox walked the Council through the General Funds budget. He went over the general budget and also touched on the sales tax, keno, bonds, insurance contingency, and reserve budgets. Wilcox acknowledged any big changes to these budgets.

### **3.A.5. Public Works**

City Administrator Tom Ourada mentioned changes in the Street budget and the City Hall budget. The City Hall budget went over due to monitors, high speed access points, and elevator repairs. Ourada also gave a brief overview of the Community Center, Community Room, Storm Shelter, Transfer Station, Landfill Reserve, Parks, Pools and Cemetery budgets. Other than City Hall, there were not many changes to discuss with the Public Works budget.

### **3.A.6. Recreation**

City Administrator Tom Ourada and the Council discussed how the schools will be taking over some of the sports programs and how that changed the Recreation budget. No other big changes to note for the Recreation budget or the Pool Programs budget.

### **3.A.7. Utilities**

City Administrator Tom Ourada informed the Council of big ticket items added to this year's budget for Electric, Water, and Sewer assets. These higher priced items included; construction projects, engineering for the substation, system transformers, and an electric vehicle. Ourada also mentioned that the ARPA funds we receive could make a huge impact on what was budgeted for the Utility funds.

### **3.A.8. Miscellaneous Funds**

City Administrator Tom Ourada presented a quick run-through of the Miscellaneous Funds budget to the Council. The Miscellaneous Funds, which are Capital Outlay, Capital Improvement, FEMA, ARPA, Economic Development, TIF, CCCFF, Housing and the Downtown Revitalization budgets, did not undergo many changes from last year's budgets. Ourada stated that the budget looks balanced, conservative, will meet our City's needs, and there will still be flexibility to do things we want to do in all departments.

## **4. Adjournment**

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Mayor

(SEAL)

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City Clerk-Treasurer

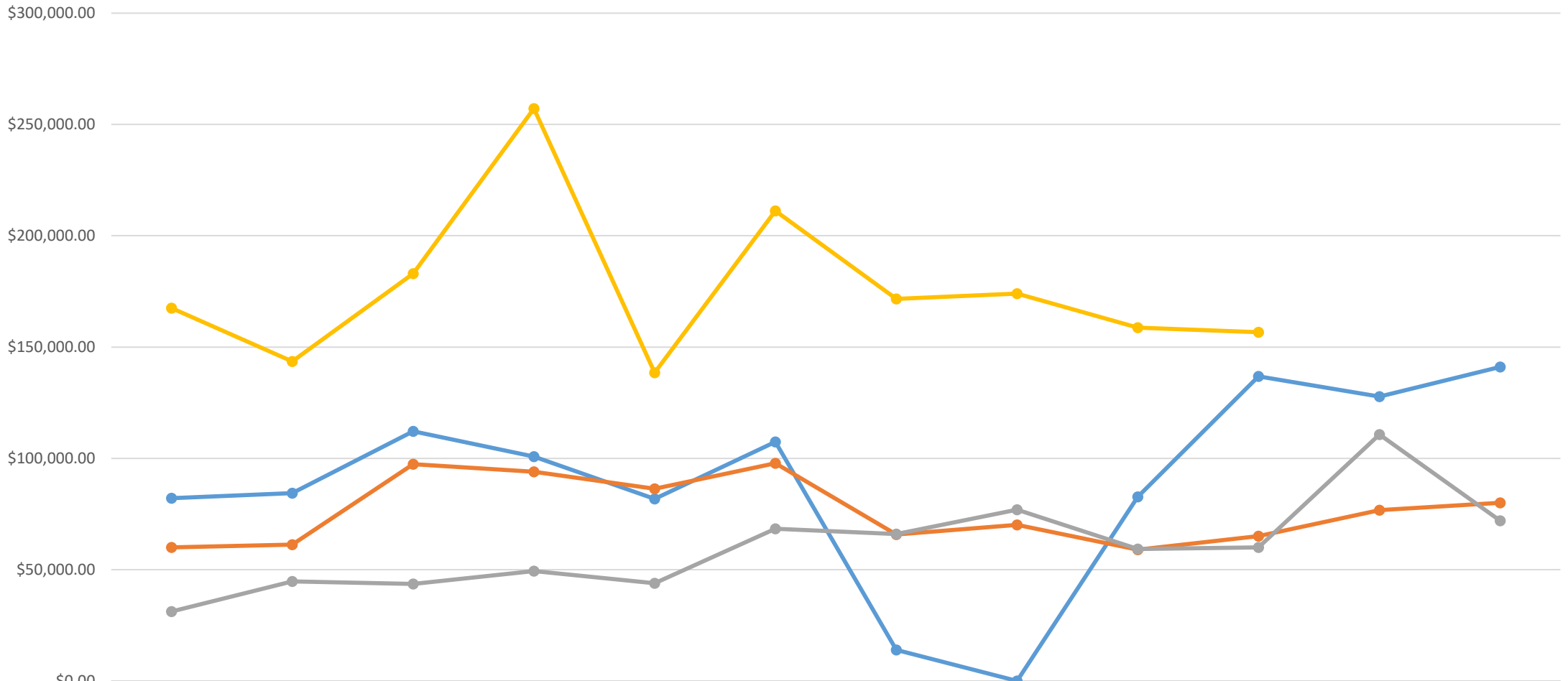
I, Jerry Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects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

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City Clerk-Treasurer

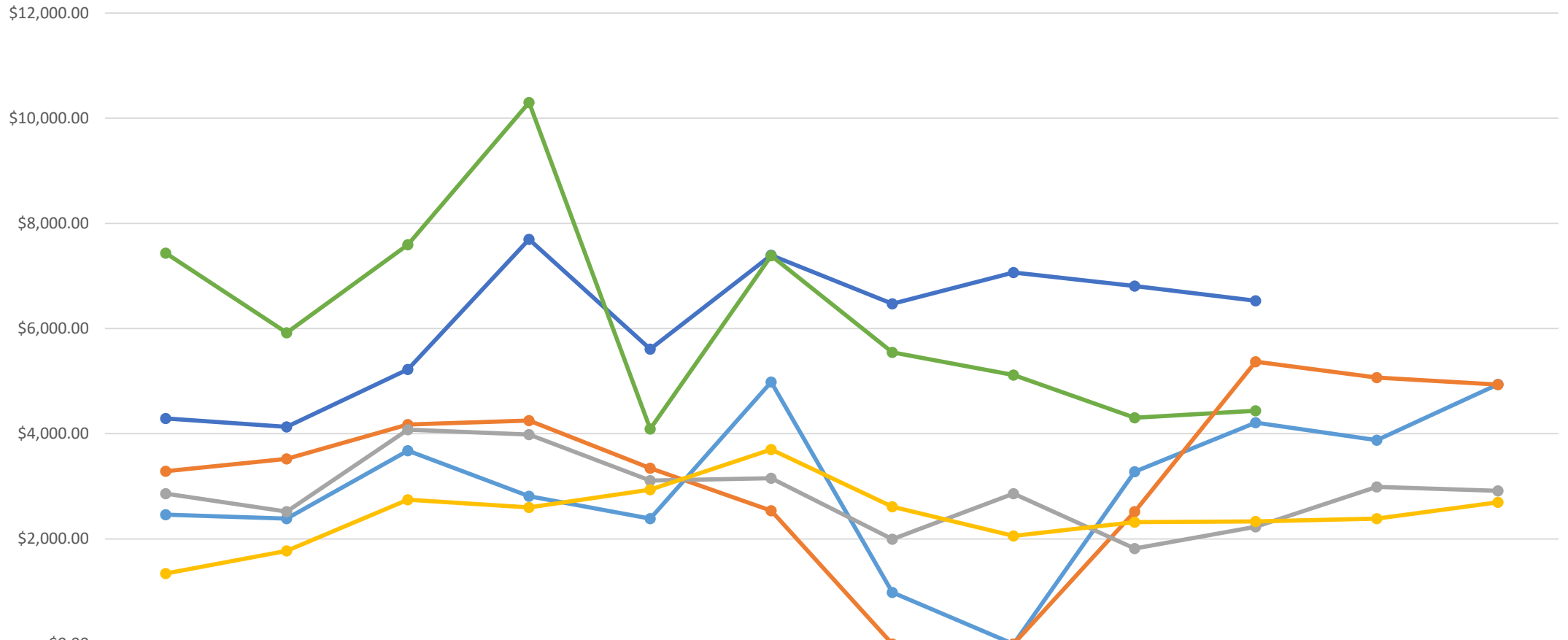
(S E A L)

# GROSS SALES



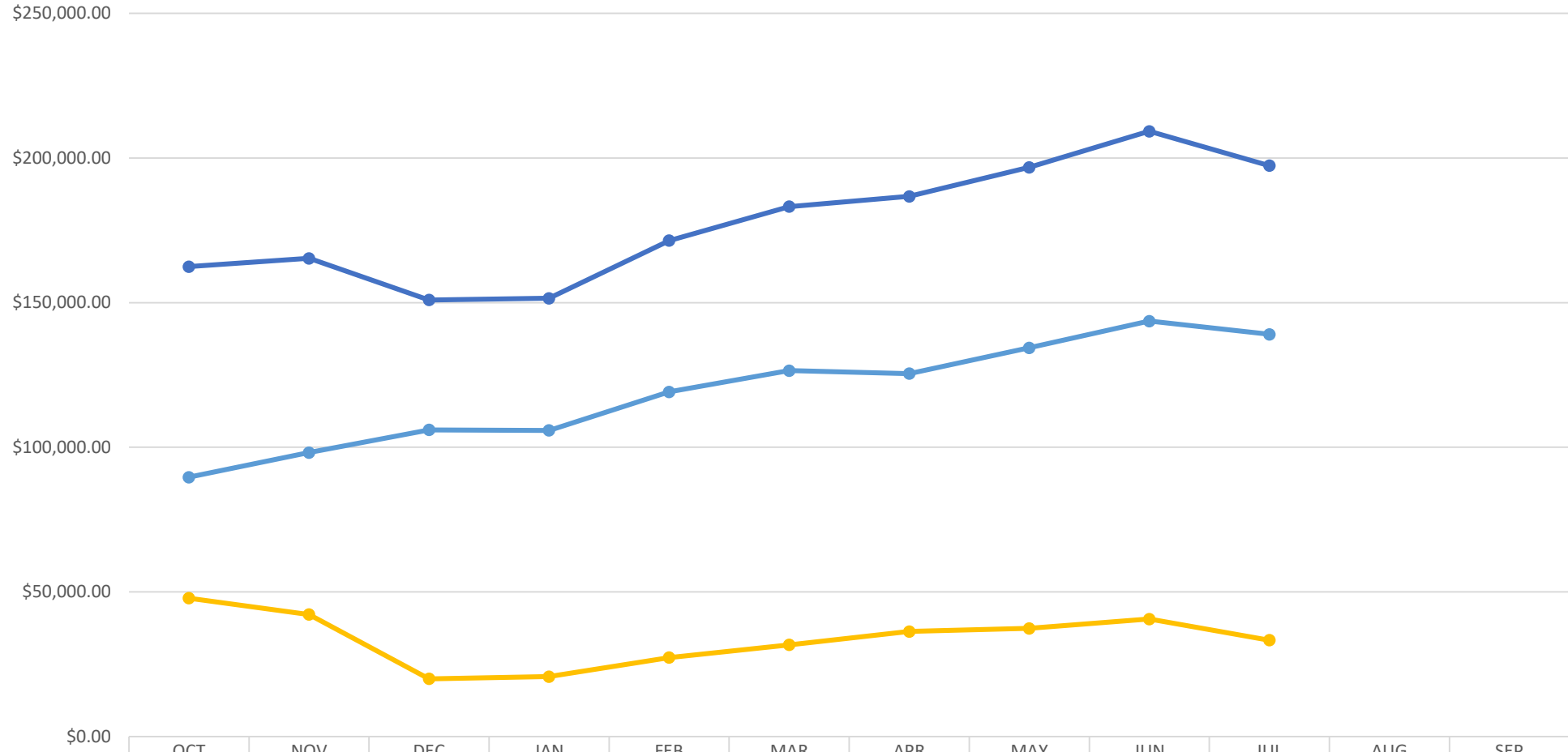
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Gross Sales 2021	\$167,500.65	\$143,562.92	\$183,053.28	\$257,115.45	\$138,509.40	\$211,174.56	\$171,672.63	\$174,001.84	\$158,700.73	\$156,667.60		
Gross Sales 2020	\$82,114.30	\$84,347.94	\$112,176.69	\$100,852.12	\$81,801.89	\$107,413.97	\$13,996.50	\$0.00	\$82,777.35	\$136,862.14	\$127,740.86	\$141,032.24
Gross Sales 2019	\$59,991.95	\$61,227.28	\$97,417.83	\$94,018.74	\$86,348.05	\$97,838.40	\$65,777.09	\$70,189.21	\$59,030.14	\$65,098.75	\$76,753.34	\$80,089.25
Gross Sales 2018	\$31,226.24	\$44,714.38	\$43,562.15	\$49,418.69	\$43,895.80	\$68,412.12	\$66,012.04	\$76,924.49	\$59,273.32	\$60,046.47	\$110,715.19	\$72,048.19

# Outlet Commissions



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
My Bar 2021	\$4,290.12	\$4,128.93	\$5,220.26	\$7,697.07	\$5,607.28	\$7,394.88	\$6,468.50	\$7,064.27	\$6,807.44	\$6,529.78		
Eagles 2021	\$7,434.93	\$5,920.47	\$7,593.46	\$10,301.01	\$4,088.38	\$7,387.34	\$5,548.59	\$5,115.86	\$4,301.61	\$4,436.95		
My Bar 2020	\$2,461.40	\$2,382.35	\$3,678.36	\$2,808.42	\$2,382.36	\$4,981.85	\$979.76	\$0.00	\$3,275.85	\$4,209.56	\$3,876.22	\$4,938.83
Eagles 2020	\$3,286.60	\$3,522.01	\$4,174.01	\$4,251.22	\$3,343.78	\$2,537.13	\$0.00	\$0.00	\$2,518.56	\$5,370.79	\$5,065.64	\$4,933.43
My Bar 2019	\$2,858.20	\$2,515.55	\$4,074.29	\$3,984.86	\$3,107.25	\$3,150.61	\$1,994.44	\$2,858.17	\$1,816.63	\$2,227.64	\$2,989.04	\$2,913.00
Eagles 2019	\$1,341.24	\$1,770.36	\$2,744.96	\$2,596.45	\$2,937.12	\$3,698.08	\$2,609.96	\$2,055.08	\$2,315.48	\$2,329.27	\$2,383.70	\$2,693.24

# Total Funds



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Total Funds	\$162,468.02	\$165,339.40	\$150,946.00	\$151,508.74	\$171,473.91	\$183,210.34	\$186,753.52	\$196,789.46	\$209,237.96	\$197,387.26		
Total 3rd Party Prize Reserve	\$47,829.31	\$42,190.44	\$19,932.73	\$20,688.63	\$27,307.63	\$31,696.50	\$36,298.31	\$37,400.82	\$40,603.60	\$33,312.27		
Community Betterment	\$89,638.71	\$98,148.96	\$106,013.27	\$105,820.11	\$119,166.28	\$126,913.84	\$125,455.21	\$134,388.64	\$143,634.36	\$139,074.99		

Report Criteria:  
[Report].GL Account = "0000000"- "0499999", "0510000"- "9999999"

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>911 CUSTOM (5)</b>								
911 CUSTOM	1	Invoice	DUTY BELTS	08/16/2021	239.19		00/00	531-6477
911 CUSTOM	1	Invoice	SHIRTS FOR OFC SAWT	08/25/2021	100.20		00/00	531-6477
911 CUSTOM	1	Invoice	HANDCUFF CASES	08/24/2021	109.35		00/00	531-6477
911 CUSTOM	1	Invoice	BALLISTIC VEST OFC SA	08/30/2021	811.00		00/00	531-6477
Total 911 CUSTOM (5):					1,259.74			
<b>AIRPORT AUTHORITY (5592)</b>								
AIRPORT AUTHORITY	1	Invoice	APRIL PAYMENT ROGER'	08/30/2021	1,045.00		08/21	001-1280
Total AIRPORT AUTHORITY (5592):					1,045.00			
<b>ALL COPY PRODUCTS INC (100)</b>								
ALL COPY PRODUCTS INC	1	Invoice	COPIER SERVICE	08/16/2021	241.88		00/00	701-9740
Total ALL COPY PRODUCTS INC (100):					241.88			
<b>AMERICAN HISTORY (5612)</b>								
AMERICAN HISTORY	1	Invoice	RENEW MAGAZINE	08/27/2021	39.95		00/00	701-5691
Total AMERICAN HISTORY (5612):					39.95			
<b>AQUA-CHEM INC (260)</b>								
AQUA-CHEM INC	1	Invoice	UN1490, POTASSIUM PE	08/18/2021	2,590.75	1181	00/00	002-7041
AQUA-CHEM INC	1	Invoice	UN1490, POTASSIUM PE	08/19/2021	2,590.75	1187	00/00	002-7041
Total AQUA-CHEM INC (260):					5,181.50			
<b>BAKER &amp; TAYLOR (370)</b>								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	08/04/2021	102.55		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	08/10/2021	94.68		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	08/10/2021	33.62		00/00	701-5691
Total BAKER & TAYLOR (370):					230.85			
<b>BEATRICE CONCRETE CO (440)</b>								
BEATRICE CONCRETE CO	1	Invoice	1/2 X 4 EXP JOINT	08/10/2021	41.00		00/00	401-5980

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCRN WEEPING W	08/11/2021	86.36		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	08/06/2021	338.75		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	08/10/2021	1,173.75		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	#4 STOCK REBAR GRAD	08/23/2021	46.25		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCRN WEEPING W	08/26/2021	88.74		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	08/23/2021	1,345.00		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	08/26/2021	1,143.25		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	#5 STOCK REBAR GRAD	08/27/2021	69.00		00/00	401-5980
Total BEATRICE CONCRETE CO (440):					4,332.10			
<b>BLACK HILLS ENERGY (495)</b>								
BLACK HILLS ENERGY	1	Invoice	UTILITY-1440 LINDEN	08/18/2021	118.85		00/00	001-7040
BLACK HILLS ENERGY	1	Invoice	UTILITY-239 E 13TH ST	08/25/2021	31.35		00/00	501-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-1426 MAIN	08/25/2021	31.35		00/00	502-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-1515 FOREST	08/25/2021	303.14		00/00	701-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-485 S MAIN AVE	08/25/2021	31.35		00/00	003-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-701 E 4TH ST	08/25/2021	82.33		00/00	522-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-137 W 13TH ST	08/25/2021	35.05		00/00	810-5210
Total BLACK HILLS ENERGY (495):					633.42			
<b>BNSF RAILWAY COMPANY (530)</b>								
BNSF RAILWAY COMPANY	1	Invoice	WEST CRETE CROSSING	08/11/2021	3,704.00		08/21	561-2000
BNSF RAILWAY COMPANY	1	Invoice	WEST CRETE CROSSING	08/11/2021	3,704.00		08/21	561-2000
BNSF RAILWAY COMPANY	1	Invoice	RAILROAD PROTECTIVE	09/01/2021	1,266.00		09/21	561-2000
BNSF RAILWAY COMPANY	1	Invoice	RAILROAD PROTECTIVE	09/01/2021	1,266.00		09/21	561-2000
BNSF RAILWAY COMPANY	1	Invoice	REVISION FEE FOR 16" S	09/01/2021	800.00		09/21	561-2000
Total BNSF RAILWAY COMPANY (530):					10,740.00			
<b>CANON FINANCIAL SERVICES INC (5778)</b>								
CANON FINANCIAL SERVICES INC	1	Invoice	COPIER CONTRACT 8604	08/15/2021	68.00		00/00	101-9740
CANON FINANCIAL SERVICES INC	2	Invoice	COPIER CONTRACT 8604	08/15/2021	68.00		00/00	201-9740
CANON FINANCIAL SERVICES INC	3	Invoice	COPIER CONTRACT 8604	08/15/2021	17.00		00/00	401-9740
CANON FINANCIAL SERVICES INC	4	Invoice	COPIER CONTRACT 8604	08/15/2021	68.00		00/00	701-9740
CANON FINANCIAL SERVICES INC	5	Invoice	COPIER CONTRACT 8604	08/15/2021	68.00		00/00	721-9740
CANON FINANCIAL SERVICES INC	6	Invoice	COPIER CONTRACT 8604	08/15/2021	17.00		00/00	001-9740
CANON FINANCIAL SERVICES INC	7	Invoice	COPIER CONTRACT 8604	08/15/2021	17.00		00/00	002-9740
CANON FINANCIAL SERVICES INC	8	Invoice	COPIER CONTRACT 8604	08/15/2021	17.00		00/00	003-9740

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total CANON FINANCIAL SERVICES INC (5778):					340.00			
<b>CAPITAL BUSINESS SYSTEMS INC (705)</b>								
CAPITAL BUSINESS SYSTEMS INC	1	Invoice	SERVICE CONTRACT	08/17/2021	273.66		00/00	101-9740
CAPITAL BUSINESS SYSTEMS INC	2	Invoice	SERVICE CONTRACT	08/17/2021	273.66		00/00	201-9740
CAPITAL BUSINESS SYSTEMS INC	3	Invoice	SERVICE CONTRACT	08/17/2021	68.42		00/00	301-9740
CAPITAL BUSINESS SYSTEMS INC	4	Invoice	SERVICE CONTRACT	08/17/2021	273.65		00/00	701-9740
CAPITAL BUSINESS SYSTEMS INC	5	Invoice	SERVICE CONTRACT	08/17/2021	273.65		00/00	721-9740
CAPITAL BUSINESS SYSTEMS INC	6	Invoice	SERVICE CONTRACT	08/17/2021	68.42		00/00	001-9740
CAPITAL BUSINESS SYSTEMS INC	7	Invoice	SERVICE CONTRACT	08/17/2021	68.41		00/00	002-9740
CAPITAL BUSINESS SYSTEMS INC	8	Invoice	SERVICE CONTRACT	08/17/2021	68.41		00/00	003-9740
Total CAPITAL BUSINESS SYSTEMS INC (705):					1,368.28			
<b>CARROT-TOP INDUSTRIES INC (5683)</b>								
CARROT-TOP INDUSTRIES INC	1	Invoice	DISK SOLAR FLAGPOLE	08/06/2021	115.08		00/00	601-5330
Total CARROT-TOP INDUSTRIES INC (5683):					115.08			
<b>CENGAGE LEARNING INC/GALE (1890)</b>								
CENGAGE LEARNING INC/GALE	1	Invoice	BOOKS/MAGAZINES	08/13/2021	25.41		00/00	701-5691
Total CENGAGE LEARNING INC/GALE (1890):					25.41			
<b>CENTER POINT LARGE PRINT (765)</b>								
CENTER POINT LARGE PRINT	1	Invoice	BOOKS/MAGAZINES	08/10/2021	288.81		00/00	701-5691
CENTER POINT LARGE PRINT	1	Invoice	BOOKS/MAGAZINES	08/13/2021	21.75		00/00	701-5691
Total CENTER POINT LARGE PRINT (765):					310.56			
<b>CHARTER COMMUNICATIONS (5773)</b>								
CHARTER COMMUNICATIONS	1	Invoice	CASE #2021-2327	08/24/2021	50.00		00/00	201-5390
Total CHARTER COMMUNICATIONS (5773):					50.00			
<b>CITY HALL FUND (830)</b>								
CITY HALL FUND	1	Invoice	DEPARTMENT OFFICE R	09/01/2021	548.00		00/00	001-9680
CITY HALL FUND	2	Invoice	DEPARTMENT OFFICE R	09/01/2021	412.00		00/00	002-9680
CITY HALL FUND	3	Invoice	DEPARTMENT OFFICE R	09/01/2021	265.00		00/00	003-9680
CITY HALL FUND	4	Invoice	DEPARTMENT OFFICE R	09/01/2021	187.50		00/00	101-9680

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY HALL FUND	5	Invoice	DEPARTMENT OFFICE R	09/01/2021	150.00		00/00	401-9680
CITY HALL FUND	6	Invoice	DEPARTMENT OFFICE R	09/01/2021	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	09/01/2021	40.00		00/00	101-9620
CITY HEALTH FUND	2	Invoice	HEALTH REIMBURSEME	09/01/2021	47.00		00/00	201-9620
CITY HEALTH FUND	3	Invoice	HEALTH REIMBURSEME	09/01/2021	7.00		00/00	203-9620
CITY HEALTH FUND	4	Invoice	HEALTH REIMBURSEME	09/01/2021	40.00		00/00	401-9620
CITY HEALTH FUND	5	Invoice	HEALTH REIMBURSEME	09/01/2021	15.00		00/00	601-9620
CITY HEALTH FUND	6	Invoice	HEALTH REIMBURSEME	09/01/2021	59.00		00/00	701-9620
CITY HEALTH FUND	7	Invoice	HEALTH REIMBURSEME	09/01/2021	92.00		00/00	001-9620
CITY HEALTH FUND	8	Invoice	HEALTH REIMBURSEME	09/01/2021	40.00		00/00	002-9620
CITY HEALTH FUND	9	Invoice	HEALTH REIMBURSEME	09/01/2021	26.00		00/00	003-9620
Total CITY HEALTH FUND (835):					366.00			
<b>CITY REVENUE FUND (860)</b>								
CITY REVENUE FUND	1	Invoice	FUEL OIL RECOVERY	08/01/2021	59.43		08/21	001-7090
CITY REVENUE FUND	2	Invoice	GAS PUMPS	08/01/2021	55.61		08/21	001-9670
CITY REVENUE FUND	3	Invoice	WATER (4)	08/01/2021	10,446.61		08/21	002-7100
CITY REVENUE FUND	4	Invoice	SEWER	08/01/2021	3,895.11		08/21	003-7530
CITY REVENUE FUND	5	Invoice	GENERAL (POLICE 1)	08/01/2021	776.56		08/21	201-5215
CITY REVENUE FUND	6	Invoice	GENERAL (POLICE 8)	08/01/2021	31.44		08/21	201-5610
CITY REVENUE FUND	7	Invoice	CITY HALL	08/01/2021	1,139.54		08/21	501-7530
CITY REVENUE FUND	8	Invoice	STREET & GRADE (6)	08/01/2021	3,119.67		08/21	401-7530
CITY REVENUE FUND	9	Invoice	STREET & GRADE (7)	08/01/2021	158.56		08/21	401-5890
CITY REVENUE FUND	10	Invoice	FIRE MAINT.	08/01/2021	909.72		08/21	301-7530
CITY REVENUE FUND	11	Invoice	CEMETERY	08/01/2021	41.58		08/21	601-7530
CITY REVENUE FUND	12	Invoice	SAN. LANDFILL	08/01/2021	62.88		08/21	511-7530
CITY REVENUE FUND	13	Invoice	LIBRARY	08/01/2021	2,598.75		08/21	701-7530
CITY REVENUE FUND	14	Invoice	PARK & REC	08/01/2021	2,033.78		08/21	521-7530
CITY REVENUE FUND	15	Invoice	THEATRE	08/01/2021	60.64		08/21	810-5210
CITY REVENUE FUND	16	Invoice	SWIMMING POOL	08/01/2021	2,320.55		08/21	522-7530
CITY REVENUE FUND	17	Invoice	COMM. DEVELOP.	08/01/2021	96.68		08/21	101-6201
CITY REVENUE FUND	1	Invoice	ELECTRIC	08/01/2021	108.59		08/21	001-7060
CITY REVENUE FUND	2	Invoice	POLICE	08/01/2021	35.03		08/21	201-5215
CITY REVENUE FUND	3	Invoice	CITY HALL	08/01/2021	87.63		08/21	501-7530
CITY REVENUE FUND	4	Invoice	STREET & GRADE	08/01/2021	35.91		08/21	401-7530
CITY REVENUE FUND	5	Invoice	FIRE MAINT.	08/01/2021	36.78		08/21	301-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY REVENUE FUND	6	Invoice	LIBRARY	08/01/2021	35.97		08/21	701-7530
CITY REVENUE FUND	7	Invoice	PARK BLDG	08/01/2021	.00		00/00	721-7530
CITY REVENUE FUND	8	Invoice	SWIMMING POOL	08/01/2021	.00		00/00	522-7530
CITY REVENUE FUND	9	Invoice	THEATRE	08/01/2021	.00		00/00	810-5210
CITY REVENUE FUND	10	Invoice	PARK & REC	08/01/2021	219.63		08/21	521-7530
CITY REVENUE FUND	1	Invoice	ELECTRIC	08/01/2021	113.40		08/21	001-7060
CITY REVENUE FUND	2	Invoice	SEWER REV	08/01/2021	792.35		08/21	003-7530
CITY REVENUE FUND	3	Invoice	POLICE	08/01/2021	38.85		08/21	201-5215
CITY REVENUE FUND	4	Invoice	CITY HALL	08/01/2021	29.05		08/21	501-7530
CITY REVENUE FUND	5	Invoice	STREET & GRADE	08/01/2021	50.74		08/21	401-7530
CITY REVENUE FUND	6	Invoice	FIRE MAINT.	08/01/2021	59.82		08/21	301-7530
CITY REVENUE FUND	7	Invoice	CEMETERY	08/01/2021	.00		00/00	601-7530
CITY REVENUE FUND	8	Invoice	LANDFILL	08/01/2021	.00		00/00	511-7530
CITY REVENUE FUND	9	Invoice	LIBRARY	08/01/2021	175.56		08/21	701-7530
CITY REVENUE FUND	10	Invoice	PARKS & REC	08/01/2021	351.77		08/21	521-7530
CITY REVENUE FUND	11	Invoice	THEATRE	08/01/2021	.00		00/00	810-5210
CITY REVENUE FUND	12	Invoice	SWIMMING POOL	08/01/2021	1,493.37		08/21	522-7530
CITY REVENUE FUND	13	Invoice	PARK BLDG	08/01/2021	.00		00/00	721-7530
CITY REVENUE FUND	1	Invoice	STATE PAYMENT ON ACC	08/13/2021	296.96		08/21	101-1280
CITY REVENUE FUND	1	Invoice	FUEL OIL RECOVERY	09/01/2021	59.43		00/00	001-7090
CITY REVENUE FUND	2	Invoice	GAS PUMPS	09/01/2021	54.39		00/00	001-9670
CITY REVENUE FUND	3	Invoice	WATER (4)	09/01/2021	12,588.96		00/00	002-7100
CITY REVENUE FUND	4	Invoice	SEWER	09/01/2021	1,419.57		00/00	003-7530
CITY REVENUE FUND	5	Invoice	GENERAL (POLICE 1)	09/01/2021	893.77		00/00	201-5215
CITY REVENUE FUND	6	Invoice	GENERAL (POLICE 8)	09/01/2021	31.44		00/00	201-5610
CITY REVENUE FUND	7	Invoice	CITY HALL	09/01/2021	1,247.97		00/00	501-7530
CITY REVENUE FUND	8	Invoice	STREET & GRADE (6)	09/01/2021	3,132.33		00/00	401-7530
CITY REVENUE FUND	9	Invoice	STREET & GRADE (7)	09/01/2021	154.06		00/00	401-5890
CITY REVENUE FUND	10	Invoice	FIRE MAINT.	09/01/2021	911.58		00/00	301-7530
CITY REVENUE FUND	11	Invoice	CEMETERY	09/01/2021	42.71		00/00	601-7530
CITY REVENUE FUND	12	Invoice	SAN. LANDFILL	09/01/2021	130.50		00/00	511-7530
CITY REVENUE FUND	13	Invoice	LIBRARY	09/01/2021	2,630.30		00/00	701-7530
CITY REVENUE FUND	14	Invoice	PARK & REC	09/01/2021	1,827.26		00/00	521-7530
CITY REVENUE FUND	15	Invoice	THEATRE	09/01/2021	77.60		00/00	810-5210
CITY REVENUE FUND	16	Invoice	SWIMMING POOL	09/01/2021	3,159.04		00/00	522-7530
CITY REVENUE FUND	17	Invoice	COMM. DEVELOP.	09/01/2021	97.81		00/00	101-6201
CITY REVENUE FUND	1	Invoice	ELECTRIC	09/01/2021	108.59		00/00	001-7060
CITY REVENUE FUND	2	Invoice	POLICE	09/01/2021	35.03		00/00	201-5215
CITY REVENUE FUND	3	Invoice	CITY HALL	09/01/2021	87.63		00/00	501-7530
CITY REVENUE FUND	4	Invoice	STREET & GRADE	09/01/2021	35.91		00/00	401-7530
CITY REVENUE FUND	5	Invoice	FIRE MAINT.	09/01/2021	36.78		00/00	301-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY REVENUE FUND	6	Invoice	LIBRARY	09/01/2021	35.97		00/00	701-7530
CITY REVENUE FUND	7	Invoice	PARK BLDG	09/01/2021	.00		00/00	721-7530
CITY REVENUE FUND	8	Invoice	SWIMMING POOL	09/01/2021	.00		00/00	522-7530
CITY REVENUE FUND	9	Invoice	THEATRE	09/01/2021	.00		00/00	810-5210
CITY REVENUE FUND	10	Invoice	PARK & REC	09/01/2021	219.63		00/00	521-7530
CITY REVENUE FUND	1	Invoice	ELECTRIC	09/01/2021	111.22		00/00	001-7060
CITY REVENUE FUND	2	Invoice	SEWER REV	09/01/2021	763.30		00/00	003-7530
CITY REVENUE FUND	3	Invoice	POLICE	09/01/2021	34.05		00/00	201-5215
CITY REVENUE FUND	4	Invoice	CITY HALL	09/01/2021	29.05		00/00	501-7530
CITY REVENUE FUND	5	Invoice	STREET & GRADE	09/01/2021	51.82		00/00	401-7530
CITY REVENUE FUND	6	Invoice	FIRE MAINT.	09/01/2021	60.84		00/00	301-7530
CITY REVENUE FUND	7	Invoice	CEMETERY	09/01/2021	.00		00/00	601-7530
CITY REVENUE FUND	8	Invoice	LANDFILL	09/01/2021	.00		00/00	511-7530
CITY REVENUE FUND	9	Invoice	LIBRARY	09/01/2021	175.79		00/00	701-7530
CITY REVENUE FUND	10	Invoice	PARKS & REC	09/01/2021	355.60		00/00	521-7530
CITY REVENUE FUND	11	Invoice	THEATRE	09/01/2021	.00		00/00	810-5210
CITY REVENUE FUND	12	Invoice	SWIMMING POOL	09/01/2021	822.87		00/00	522-7530
CITY REVENUE FUND	13	Invoice	PARK BLDG	09/01/2021	.00		00/00	721-7530
CITY REVENUE FUND	1	Invoice	FRANCHISE FEE	09/02/2021	1,084.80		00/00	511-4012
CITY REVENUE FUND	1	Invoice	FUEL	09/07/2021	1,262.71		00/00	201-5800
CITY REVENUE FUND	2	Invoice	FUEL	09/07/2021	106.47		00/00	203-5800
CITY REVENUE FUND	3	Invoice	FUEL	09/07/2021	1,268.23		00/00	401-5800
CITY REVENUE FUND	4	Invoice	FUEL	09/07/2021	420.30		00/00	301-5800
CITY REVENUE FUND	5	Invoice	FUEL	09/07/2021	208.85		00/00	601-5800
CITY REVENUE FUND	6	Invoice	FUEL	09/07/2021	270.73		00/00	521-5800
Total CITY REVENUE FUND (860):					67,813.41			
<b>CITY TAX FUND (865)</b>								
CITY TAX FUND	1	Invoice	ELECTRIC SURPLUS & F	09/01/2021	29,167.00		00/00	001-9960
CITY TAX FUND	2	Invoice	ELECTRIC SURPLUS & F	09/01/2021	10,000.00		00/00	001-9965
CITY TAX FUND	1	Invoice	LIBRARY BOND PAYMEN	09/01/2021	21,000.00		00/00	150-1015
Total CITY TAX FUND (865):					60,167.00			
<b>CONNER PSYCHOLOGICAL SERVICES (945)</b>								
CONNER PSYCHOLOGICAL SERVICES	1	Invoice	PRE-EMPLOYMENT SCR	07/31/2021	385.00		00/00	201-5120
Total CONNER PSYCHOLOGICAL SERVICES (945):					385.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>CONSOLIDATED MANAGEMENT COMPANY (955)</b>								
CONSOLIDATED MANAGEMENT COMPANY	1	Invoice	MEETING/TRAINING	08/18/2021	25.36		00/00	201-9760
Total CONSOLIDATED MANAGEMENT COMPANY (955):					25.36			
<b>CORE &amp; MAIN LP (1005)</b>								
CORE & MAIN LP	1	Invoice	3/4S IPERL 1000G NO CA	08/05/2021	1,494.25	1175	00/00	002-8090
CORE & MAIN LP	2	Invoice	HER C6551G TRU-READ	08/05/2021	1,548.00	1175	00/00	002-8090
CORE & MAIN LP	1	Invoice	3/4X1/8 THK RUBBER MT	08/05/2021	12.90		00/00	002-8090
Total CORE & MAIN LP (1005):					3,055.15			
<b>CRETE AREA MEDICAL CENTER (1070)</b>								
CRETE AREA MEDICAL CENTER	1	Invoice	AMBULANCE LAUNDRY	09/01/2021	35.00		00/00	302-8500
Total CRETE AREA MEDICAL CENTER (1070):					35.00			
<b>CRETE FOODMART (GEN) (1095)</b>								
CRETE FOODMART (GEN)	1	Invoice	TREATMENT PLANT SUP	08/27/2021	9.66		00/00	002-7201
Total CRETE FOODMART (GEN) (1095):					9.66			
<b>CRETE LUMBER &amp; FARM SUPPLY CO (1110)</b>								
CRETE LUMBER & FARM SUPPLY CO	1	Invoice	STRAP/CLAMP	08/06/2021	13.53		00/00	001-2820
Total CRETE LUMBER & FARM SUPPLY CO (1110):					13.53			
<b>CRETE POSTMASTER (1120)</b>								
CRETE POSTMASTER	1	Invoice	POSTAGE	09/02/2021	352.06		09/21	001-9650
CRETE POSTMASTER	2	Invoice	POSTAGE	09/02/2021	352.05		09/21	002-9650
CRETE POSTMASTER	3	Invoice	POSTAGE	09/02/2021	352.05		09/21	003-9650
Total CRETE POSTMASTER (1120):					1,056.16			
<b>CRIST TOWING SERVICE (5635)</b>								
CRIST TOWING SERVICE	1	Invoice	TOW VEHICLE FROM 813	08/17/2021	135.50		00/00	401-4911
Total CRIST TOWING SERVICE (5635):					135.50			
<b>DEPT. OF ENERGY W.A.P.A. (1250)</b>								
DEPT. OF ENERGY W.A.P.A.	1	Invoice	PURCHASED POWER WA	09/07/2021	28,966.93		00/00	001-7240

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total DEPT. OF ENERGY W.A.P.A. (1250):					28,966.93			
<b>DIGITAL HIGHWAY (1285)</b>								
DIGITAL HIGHWAY	1	Invoice	COMPUTER EXPENSE	06/14/2021	1,064.77		00/00	201-6050
Total DIGITAL HIGHWAY (1285):					1,064.77			
<b>DULTMEIER SALES LLC (1420)</b>								
DULTMEIER SALES LLC	1	Invoice	VALVE 2 IN FP FLANGE X	08/25/2021	57.78		00/00	401-5771
Total DULTMEIER SALES LLC (1420):					57.78			
<b>EAGLE PRINTING &amp; SIGN (5640)</b>								
EAGLE PRINTING & SIGN	1	Invoice	SIGNS	08/26/2021	300.00		00/00	701-6210
Total EAGLE PRINTING & SIGN (5640):					300.00			
<b>EAKES OFFICE SOLUTIONS (1475)</b>								
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	08/26/2021	36.03		00/00	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	BLDG INSP ENVELOPES	08/18/2021	253.80		00/00	101-5452
EAKES OFFICE SOLUTIONS	1	Invoice	REFUND BLDG INSP ENV	08/27/2021	253.80-		00/00	101-5452
EAKES OFFICE SOLUTIONS	1	Invoice	BLDG INSP ENVELOPES	08/27/2021	309.95		00/00	101-5452
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	08/26/2021	59.19		00/00	001-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	08/26/2021	59.19		00/00	002-9900
EAKES OFFICE SOLUTIONS	3	Invoice	OFFICE SUPPLIES	08/26/2021	51.47		00/00	003-9900
EAKES OFFICE SOLUTIONS	4	Invoice	OFFICE SUPPLIES	08/26/2021	51.47		00/00	401-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	08/26/2021	21.57		00/00	701-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	07/29/2021	53.06		00/00	201-9900
EAKES OFFICE SOLUTIONS	1	Invoice	GENERAL MAINT & REPA	08/26/2021	135.44		00/00	201-5329
Total EAKES OFFICE SOLUTIONS (1475):					777.37			
<b>EXECUTIVE ANSWERING SERVICE (1670)</b>								
EXECUTIVE ANSWERING SERVICE	1	Invoice	ANSWERING SERVICE	09/01/2021	8.56		00/00	203-9980
EXECUTIVE ANSWERING SERVICE	2	Invoice	ANSWERING SERVICE	09/01/2021	10.70		00/00	401-9980
EXECUTIVE ANSWERING SERVICE	3	Invoice	ANSWERING SERVICE	09/01/2021	.43		00/00	601-9980
EXECUTIVE ANSWERING SERVICE	4	Invoice	ANSWERING SERVICE	09/01/2021	.43		00/00	511-9980
EXECUTIVE ANSWERING SERVICE	5	Invoice	ANSWERING SERVICE	09/01/2021	1.28		00/00	521-9980
EXECUTIVE ANSWERING SERVICE	6	Invoice	ANSWERING SERVICE	09/01/2021	42.80		00/00	001-9980
EXECUTIVE ANSWERING SERVICE	7	Invoice	ANSWERING SERVICE	09/01/2021	10.70		00/00	002-9980

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
EXECUTIVE ANSWERING SERVICE	8	Invoice	ANSWERING SERVICE	09/01/2021	10.70		00/00	003-9980
Total EXECUTIVE ANSWERING SERVICE (1670):					85.60			
<b>FAIRFIELD INN &amp; SUITES (1685)</b>								
FAIRFIELD INN & SUITES	1	Invoice	MEETING/TRAINING	08/25/2021	116.95		00/00	001-7180
FAIRFIELD INN & SUITES	2	Invoice	MEETING/TRAINING	08/25/2021	116.95		00/00	001-9760
Total FAIRFIELD INN & SUITES (1685):					233.90			
<b>FIRST NATIONAL BANK OF OMAHA (1770)</b>								
FIRST NATIONAL BANK OF OMAHA	1	Invoice	STEVE CC, AXON 0-0000	08/26/2021	63.20		00/00	531-6477
FIRST NATIONAL BANK OF OMAHA	2	Invoice	STEVE CC, AMAZON XX-	08/26/2021	49.34		00/00	201-9990
FIRST NATIONAL BANK OF OMAHA	3	Invoice	STEVE CC, NORTH AM R	08/26/2021	221.11		00/00	531-6477
FIRST NATIONAL BANK OF OMAHA	4	Invoice	STEVE CC, WALMART 08	08/26/2021	41.41		00/00	201-5329
FIRST NATIONAL BANK OF OMAHA	5	Invoice	STEVE CC, MILITARY UNI	08/26/2021	41.92		00/00	531-6477
FIRST NATIONAL BANK OF OMAHA	6	Invoice	STEVE CC, AMAZON XX-	08/26/2021	99.96		00/00	531-6477
FIRST NATIONAL BANK OF OMAHA	7	Invoice	STEVE CC, NSA/POAN LA	08/26/2021	100.00		00/00	201-9760
FIRST NATIONAL BANK OF OMAHA	13	Invoice	STEVE CC, BROWNELLS	08/26/2021	.37-		00/00	531-6477
FIRST NATIONAL BANK OF OMAHA	8	Invoice	STEVE CC, AMAZON XX-	08/26/2021	86.00		00/00	531-6477
FIRST NATIONAL BANK OF OMAHA	9	Invoice	STEVE CC, BROWN BLU	08/26/2021	595.00		00/00	201-9760
FIRST NATIONAL BANK OF OMAHA	12	Invoice	STEVE CC, AMAZON XX-	08/26/2021	34.54		00/00	201-5329
FIRST NATIONAL BANK OF OMAHA	10	Invoice	STEVE CC, USPS TRANS	08/26/2021	13.50		00/00	201-9650
FIRST NATIONAL BANK OF OMAHA	11	Invoice	STEVE CC, BLAUER WR2	08/26/2021	499.92		00/00	531-6477
FIRST NATIONAL BANK OF OMAHA	1	Invoice	YOUNG CC, CASEYS 213	08/26/2021	11.98		00/00	201-9760
FIRST NATIONAL BANK OF OMAHA	2	Invoice	YOUNG CC, WALMART 0	08/26/2021	14.70		00/00	201-5120
FIRST NATIONAL BANK OF OMAHA	3	Invoice	YOUNG CC, INTEREST C	08/26/2021	9.66		00/00	201-5120
FIRST NATIONAL BANK OF OMAHA	4	Invoice	YOUNG CC, AMAZON XX-	08/26/2021	67.29		00/00	201-5120
Total FIRST NATIONAL BANK OF OMAHA (1770):					1,949.16			
<b>FOOD NETWORK MAGAZINE (5600)</b>								
FOOD NETWORK MAGAZINE	1	Invoice	BOOKS/MAGAZINES	08/11/2021	44.97		00/00	701-5691
Total FOOD NETWORK MAGAZINE (5600):					44.97			
<b>G &amp; P DEVELOPMENT LANDFILL (1875)</b>								
G & P DEVELOPMENT LANDFILL	1	Invoice	PROPERTY CLEANUP 10	08/19/2021	22.34		00/00	511-4042
G & P DEVELOPMENT LANDFILL	1	Invoice	PROPERTY CLEANUP 81	08/17/2021	32.95		00/00	511-4042
G & P DEVELOPMENT LANDFILL	1	Invoice	DEBRIS REMOVAL RANG	09/02/2021	44.68		00/00	201-5610
G & P DEVELOPMENT LANDFILL	1	Invoice	DEBRIS REMOVAL RANG	09/02/2021	97.74		00/00	201-5610

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total G & P DEVELOPMENT LANDFILL (1875):					197.71			
<b>GPM (1995)</b>								
GPM	1	Invoice	3/8 INCH VINYL SUCTION	08/23/2021	128.00	1180	00/00	003-7282
GPM	2	Invoice	SILICONE RUBBER PUM	08/23/2021	200.00	1180	00/00	003-7282
Total GPM (1995):					328.00			
<b>HEARTLAND NATURAL GAS (2175)</b>								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	08/25/2021	7.83		00/00	301-7530
Total HEARTLAND NATURAL GAS (2175):					7.83			
<b>HEATH SPORTS (2180)</b>								
HEATH SPORTS	1	Invoice	LOGO T-SHIRTS	08/26/2021	24.73		00/00	101-8500
HEATH SPORTS	2	Invoice	LOGO T-SHIRTS	08/26/2021	44.96		00/00	201-8500
HEATH SPORTS	3	Invoice	LOGO T-SHIRTS	08/26/2021	24.73		00/00	401-8500
HEATH SPORTS	4	Invoice	LOGO T-SHIRTS	08/26/2021	6.74		00/00	601-8500
HEATH SPORTS	5	Invoice	LOGO T-SHIRTS	08/26/2021	24.73		00/00	002-8500
HEATH SPORTS	6	Invoice	LOGO T-SHIRTS	08/26/2021	13.49		00/00	721-8500
HEATH SPORTS	7	Invoice	LOGO T-SHIRTS	08/26/2021	35.96		00/00	001-8500
HEATH SPORTS	8	Invoice	LOGO T-SHIRTS	08/26/2021	24.73		00/00	002-8500
HEATH SPORTS	9	Invoice	LOGO T-SHIRTS	08/26/2021	24.73		00/00	003-8500
HEATH SPORTS	1	Invoice	T-SHIRTS FLAG FOOTBA	08/31/2021	582.00		00/00	721-5584
Total HEATH SPORTS (2180):					806.80			
<b>HUSKER ELECTRIC SUPPLY CO (2285)</b>								
HUSKER ELECTRIC SUPPLY CO	1	Invoice	ELECTRICAL PARTS FOR	08/23/2021	11.31		00/00	201-5329
HUSKER ELECTRIC SUPPLY CO	1	Invoice	6 THHN STR CU BLACK 5	08/23/2021	1,088.98	1183	00/00	001-2820
Total HUSKER ELECTRIC SUPPLY CO (2285):					1,100.29			
<b>JEO CONSULTING GROUP INC. (2425)</b>								
JEO CONSULTING GROUP INC.	1	Invoice	R200586.00 CRETE 2021	08/19/2021	152.00		00/00	532-6381
JEO CONSULTING GROUP INC.	1	Invoice	R210405.00 CRETE R&R	08/27/2021	2,092.50		00/00	002-9840
Total JEO CONSULTING GROUP INC. (2425):					2,244.50			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>JONES AUTOMOTIVE (2475)</b>								
JONES AUTOMOTIVE	1	Invoice	SOLENOID REPLACEME	08/18/2021	96.57		00/00	201-5791
Total JONES AUTOMOTIVE (2475):					96.57			
<b>KIDWELL (2580)</b>								
KIDWELL	1	Invoice	SERVICE AGREEMENT	08/01/2021	22.50		00/00	101-6050
KIDWELL	2	Invoice	SERVICE AGREEMENT	08/01/2021	55.00		00/00	201-6050
KIDWELL	3	Invoice	SERVICE AGREEMENT	08/01/2021	17.50		00/00	401-6050
KIDWELL	4	Invoice	SERVICE AGREEMENT	08/01/2021	5.00		00/00	601-6050
KIDWELL	5	Invoice	SERVICE AGREEMENT	08/01/2021	22.50		00/00	301-6050
KIDWELL	6	Invoice	SERVICE AGREEMENT	08/01/2021	55.00		00/00	701-6050
KIDWELL	7	Invoice	SERVICE AGREEMENT	08/01/2021	12.50		00/00	721-6050
KIDWELL	8	Invoice	SERVICE AGREEMENT	08/01/2021	35.00		00/00	001-9910
KIDWELL	9	Invoice	SERVICE AGREEMENT	08/01/2021	12.50		00/00	002-9910
KIDWELL	10	Invoice	SERVICE AGREEMENT	08/01/2021	12.50		00/00	003-9910
Total KIDWELL (2580):					250.00			
<b>LINCOLN WINWATER WORKS (2810)</b>								
LINCOLN WINWATER WORKS	1	Invoice	6"x2"CC SERVICE SADDL	08/18/2021	105.14	1184	00/00	002-2581
LINCOLN WINWATER WORKS	2	Invoice	2"CCxPEPJ CORP STOP	08/18/2021	389.69	1184	00/00	002-2581
LINCOLN WINWATER WORKS	3	Invoice	6136 2 STIFFENER	08/18/2021	9.83	1184	00/00	002-2581
LINCOLN WINWATER WORKS	4	Invoice	2" CTSxPEP COUPLING	08/18/2021	160.63	1184	00/00	002-2581
LINCOLN WINWATER WORKS	5	Invoice	6X1-1/2CC SERVICE SAD	08/18/2021	276.00	1184	00/00	002-2581
LINCOLN WINWATER WORKS	6	Invoice	74701B-33 1-1/2 B CORP	08/18/2021	814.25	1184	00/00	002-2581
LINCOLN WINWATER WORKS	7	Invoice	74753-22 1-1/2 CPLG CTS	08/18/2021	234.14	1184	00/00	002-2581
LINCOLN WINWATER WORKS	8	Invoice	74754-33 1-1/2 CPLG PEP	08/18/2021	298.60	1184	00/00	002-2581
LINCOLN WINWATER WORKS	9	Invoice	6136 1-1/2 SS INSERT STI	08/18/2021	18.58	1184	00/00	002-2581
LINCOLN WINWATER WORKS	10	Invoice	74753-22 2 CPLG CTSX	08/18/2021	113.19	1184	00/00	002-2581
Total LINCOLN WINWATER WORKS (2810):					2,420.05			
<b>MANHATTAN LIFE ASSURANCE CO (2960)</b>								
MANHATTAN LIFE ASSURANCE CO	1	Invoice	ELECTIVE COVERAGE	08/01/2021	7.21		08/21	201-9620
Total MANHATTAN LIFE ASSURANCE CO (2960):					7.21			
<b>MAX I WALKER UNIFORM &amp; APPAREL (3035)</b>								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	08/18/2021	61.58		00/00	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	08/25/2021	61.58		00/00	003-9640

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	09/01/2021	63.08		00/00	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					186.24			
<b>MIDLAND SCIENTIFIC INC (3165)</b>								
MIDLAND SCIENTIFIC INC	1	Invoice	1.5UM FILTER PAPER 934	08/16/2021	679.17	1179	00/00	003-7282
Total MIDLAND SCIENTIFIC INC (3165):					679.17			
<b>MIDWEST UNLIMITED (3220)</b>								
MIDWEST UNLIMITED	1	Invoice	SAFETY EQUIPMENT	08/13/2021	74.10		00/00	401-9640
Total MIDWEST UNLIMITED (3220):					74.10			
<b>MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310)</b>								
MUNICIPAL ENERGY AGENCY OF NEBRASKA	1	Invoice	PURCHASED POWER-NM	08/20/2021	621,872.13		00/00	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	2	Invoice	PURCHASED POWER-OT	08/20/2021	6.33		00/00	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	3	Invoice	WHEELING EXPENSE	08/20/2021	84,127.87		00/00	001-7820
Total MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310):					706,006.33			
<b>NAPA AUTO PARTS (3345)</b>								
NAPA AUTO PARTS	1	Invoice	OIL/FUEL FILTER	08/16/2021	25.46		00/00	601-5801
NAPA AUTO PARTS	2	Invoice	SHOP SUPPLIES	08/16/2021	13.57		00/00	601-8500
NAPA AUTO PARTS	1	Invoice	WHEEL SPEED SENSOR	08/17/2021	82.49		00/00	401-5968
NAPA AUTO PARTS	1	Invoice	ANTIFREEZE	08/18/2021	18.25		00/00	001-8460
Total NAPA AUTO PARTS (3345):					139.77			
<b>NE DEPT OF REVENUE (3415)</b>								
NE DEPT OF REVENUE	1	Invoice	WASTE REDUCTION & R	09/03/2021	25.00		00/00	001-8500
Total NE DEPT OF REVENUE (3415):					25.00			
<b>NE LAW ENFORCEMENT TRAINING CENTER (5650)</b>								
NE LAW ENFORCEMENT TRAINING CENTER	1	Invoice	BASIC TRAINING MATERI	08/24/2021	145.13		08/21	201-9760
NE LAW ENFORCEMENT TRAINING CENTER	1	Invoice	CERTIFICATION FEE SA	08/24/2021	50.00		08/21	201-9760
NE LAW ENFORCEMENT TRAINING CENTER	2	Adjustmen	BASIC TRAINING MATERI	08/24/2021	145.13-		08/21	201-9760
NE LAW ENFORCEMENT TRAINING CENTER	2	Adjustmen	CERTIFICATION FEE SA	08/24/2021	50.00-		08/21	201-9760
NE LAW ENFORCEMENT TRAINING CENTER	1	Invoice	STORK - TUITION FIREA	08/09/2021	72.00		00/00	201-9760
NE LAW ENFORCEMENT TRAINING CENTER	1	Invoice	ARBUCKLE-TRAINING	08/23/2021	291.00		00/00	201-9760

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
NE LAW ENFORCEMENT TRAINING CENTER	1	Invoice	SAWTELLE TRAINING	08/13/2021	135.00		00/00	201-9760
Total NE LAW ENFORCEMENT TRAINING CENTER (5650):					498.00			
<b>NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480)</b>								
NE PUBLIC HEALTH ENVIRONMENTAL LABORATO	1	Invoice	LABS	08/17/2021	632.00		00/00	002-7281
NE PUBLIC HEALTH ENVIRONMENTAL LABORATO	1	Invoice	LAB	08/30/2021	17.00		00/00	003-7282
Total NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480):					649.00			
<b>NE SECRETARY OF STATE (3495)</b>								
NE SECRETARY OF STATE	1	Invoice	NEW PUBLIC NOTARY	08/17/2021	30.00		00/00	101-5400
Total NE SECRETARY OF STATE (3495):					30.00			
<b>NEBRASKA EQUIPMENT INC (3545)</b>								
NEBRASKA EQUIPMENT INC	1	Invoice	HITCH PINS	08/24/2021	22.10		00/00	401-5968
Total NEBRASKA EQUIPMENT INC (3545):					22.10			
<b>NEBRASKA.GOV (3575)</b>								
NEBRASKA.GOV	1	Invoice	JUSTICE CASE LISTING (	08/31/2021	1.00		00/00	101-5420
Total NEBRASKA.GOV (3575):					1.00			
<b>NEBRASKALAND TIRE INC (5636)</b>								
NEBRASKALAND TIRE INC	1	Invoice	TIRE REPAIR	08/25/2021	99.55		00/00	521-5810
Total NEBRASKALAND TIRE INC (5636):					99.55			
<b>NSA/POAN LAW ENFORCEMENT CONFERENCE (5602)</b>								
NSA/POAN LAW ENFORCEMENT CONFERENCE	1	Invoice	PUCKET - MEETING/TRA	08/17/2021	120.00		00/00	201-9760
Total NSA/POAN LAW ENFORCEMENT CONFERENCE (5602):					120.00			
<b>OLSON, CALE (5777)</b>								
OLSON, CALE	1	Invoice	REMOVE DECALS & POLI	08/08/2021	557.50		00/00	201-5791
Total OLSON, CALE (5777):					557.50			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>OLSSON (3775)</b>								
OLSSON	1	Invoice	#021-02638 WWTP ON-C	08/18/2021	1,199.94		00/00	003-9840
OLSSON	1	Invoice	#015-08260 CRETE CORE	08/17/2021	520.59		00/00	003-9840
Total OLSSON (3775):					1,720.53			
<b>OMAHA HENRY DOORLY ZOO &amp; AQUARIUM (3790)</b>								
OMAHA HENRY DOORLY ZOO & AQUARIUM	1	Invoice	PIRATES TAIL	06/30/2021	375.00		00/00	702-5692
Total OMAHA HENRY DOORLY ZOO & AQUARIUM (3790):					375.00			
<b>ONE CALL CONCEPTS INC (3810)</b>								
ONE CALL CONCEPTS INC	1	Invoice	LOCATING SERVICE FEE	08/31/2021	41.72		00/00	001-9730
ONE CALL CONCEPTS INC	2	Invoice	LOCATING SERVICE FEE	08/31/2021	41.72		00/00	002-9730
Total ONE CALL CONCEPTS INC (3810):					83.44			
<b>ONE SOURCE BACKGROUND (3815)</b>								
ONE SOURCE BACKGROUND	1	Invoice	BACKGROUND CHECK	08/31/2021	19.00		00/00	722-9860
ONE SOURCE BACKGROUND	2	Invoice	BACKGROUND CHECK	08/31/2021	38.00		00/00	301-9860
Total ONE SOURCE BACKGROUND (3815):					57.00			
<b>ORSCHELN FARM AND HOME (3835)</b>								
ORSCHELN FARM AND HOME	1	Invoice	2432 8-11-2021 ANTIFREE	08/15/2021	13.47		00/00	401-5771
ORSCHELN FARM AND HOME	1	Invoice	0993 8-4-21 BREAKER/LU	08/15/2021	51.98		00/00	001-2820
Total ORSCHELN FARM AND HOME (3835):					65.45			
<b>OURADA, TOM (3860)</b>								
OURADA, TOM	1	Invoice	REIMBURSEMENT	08/18/2021	27.60		00/00	001-9670
Total OURADA, TOM (3860):					27.60			
<b>PRESTO-X (4050)</b>								
PRESTO-X	1	Invoice	PEST CONTROL-1420 MA	08/18/2021	49.00		00/00	502-5750
PRESTO-X	1	Invoice	PEST CONTROL-1945 FO	08/16/2021	63.00		00/00	201-5329
Total PRESTO-X (4050):					112.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>QUADIENT FINANCE USA INC (5591)</b>								
QUADIENT FINANCE USA INC	1	Invoice	POSTAGE #7900 0440 80	08/09/2021	239.00		00/00	701-9650
QUADIENT FINANCE USA INC	2	Invoice	POSTAGE SUPPLIES	08/09/2021	90.29		00/00	101-9650
QUADIENT FINANCE USA INC	3	Invoice	POSTAGE SUPPLIES	08/09/2021	12.90		00/00	401-9650
QUADIENT FINANCE USA INC	4	Invoice	POSTAGE SUPPLIES	08/09/2021	38.70		00/00	721-9650
QUADIENT FINANCE USA INC	5	Invoice	POSTAGE SUPPLIES	08/09/2021	64.50		00/00	001-9650
QUADIENT FINANCE USA INC	6	Invoice	POSTAGE SUPPLIES	08/09/2021	25.80		00/00	002-9650
QUADIENT FINANCE USA INC	7	Invoice	POSTAGE SUPPLIES	08/09/2021	25.80		00/00	003-9650
Total QUADIENT FINANCE USA INC (5591):					496.99			
<b>QUALITY SOUND &amp; COMMUNICATIONS INC (4120)</b>								
QUALITY SOUND & COMMUNICATIONS INC	1	Invoice	QTRLY WATER CONTRA	09/01/2021	147.00		00/00	501-5750
Total QUALITY SOUND & COMMUNICATIONS INC (4120):					147.00			
<b>QUILL CORP. (4130)</b>								
QUILL CORP.	1	Invoice	DIS FACE MASK	08/05/2021	103.92		00/00	701-5541
Total QUILL CORP. (4130):					103.92			
<b>RAMOS, ZORAIDA (4175)</b>								
RAMOS, ZORAIDA	1	Invoice	MILEAGE	09/03/2021	53.81		00/00	701-9760
Total RAMOS, ZORAIDA (4175):					53.81			
<b>RESCO (4280)</b>								
RESCO	1	Invoice	PEDESTAL/SEC/FIBERGL	08/12/2021	1,397.50	1176	00/00	001-1500
Total RESCO (4280):					1,397.50			
<b>SACK LUMBER CO (4385)</b>								
SACK LUMBER CO	1	Invoice	CYLINDER DEADBOLT	07/23/2021	41.91		00/00	001-8000
SACK LUMBER CO	1	Invoice	GRADE/SURVEY STAKE	08/04/2021	20.28		00/00	401-5980
SACK LUMBER CO	1	Invoice	GRADE/SURVEY STAKE	08/06/2021	31.79		00/00	401-5980
SACK LUMBER CO	1	Invoice	GRADE/SURVEY STAKE	08/25/2021	20.28		00/00	401-5980
SACK LUMBER CO	1	Invoice	SELECT PINE	08/26/2021	26.85		00/00	401-5980
Total SACK LUMBER CO (4385):					141.11			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>SEWARD COUNTY INDEPENDENT (4590)</b>								
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE-CEMETERY	08/18/2021	10.23		00/00	601-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PLAN COMM MEETING	08/11/2021	9.82		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	MINUTES	08/25/2021	111.99		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	BUDGET HEARING	08/25/2021	146.25		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	CITY COUNCIL	08/25/2021	9.82		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICES	08/25/2021	22.09		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE-LIBRARY	09/01/2021	10.23		00/00	701-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	BID-WATER/SEWER EXT	09/01/2021	60.13		00/00	561-2000
SEWARD COUNTY INDEPENDENT	1	Invoice	BID-ASPHALT OVERLAY	09/01/2021	104.35		00/00	532-6381
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE-HIGHLAND FIRE	09/01/2021	9.00		00/00	101-4904
SEWARD COUNTY INDEPENDENT	1	Invoice	HEARING-HIGHAND FIRE	09/01/2021	175.50		00/00	101-4904
SEWARD COUNTY INDEPENDENT	1	Invoice	1 YR SUB RENEWAL CLE	08/31/2021	28.00		00/00	101-5390
Total SEWARD COUNTY INDEPENDENT (4590):					697.41			
<b>SID DILLON FORD (4635)</b>								
SID DILLON FORD	1	Invoice	TIRE REPAIR	08/13/2021	21.00		00/00	101-5452
SID DILLON FORD	1	Invoice	AXLE SHAFT U-JOINT	08/18/2021	199.69		00/00	401-5968
SID DILLON FORD	1	Invoice	WINDSHIELD WASHER R	09/01/2021	325.96		00/00	201-5791
SID DILLON FORD	1	Invoice	BENT RIM UNIT 4	09/02/2021	128.99		00/00	201-5791
Total SID DILLON FORD (4635):					675.64			
<b>SIEDHOFF BODY SHOP (4640)</b>								
SIEDHOFF BODY SHOP	1	Invoice	#2021-3834 TOWING	08/14/2021	125.00		00/00	201-5812
SIEDHOFF BODY SHOP	1	Invoice	#2021-3902 TOWING	08/19/2021	65.00		00/00	201-5812
SIEDHOFF BODY SHOP	1	Invoice	#2021-3970 TOWING	08/21/2021	125.00		00/00	201-5812
Total SIEDHOFF BODY SHOP (4640):					315.00			
<b>STORK, BRIAN (4845)</b>								
STORK, BRIAN	1	Invoice	REIMBURSEMENTS	08/05/2021	10.23		00/00	201-9760
Total STORK, BRIAN (4845):					10.23			
<b>SYNCHRONY BANK/AMAZON (4910)</b>								
SYNCHRONY BANK/AMAZON	1	Invoice	486547444537 PROGRAM	08/25/2021	15.99		00/00	701-6210
SYNCHRONY BANK/AMAZON	2	Invoice	466366764654 BOOKS/M	08/25/2021	25.31		00/00	701-5691
SYNCHRONY BANK/AMAZON	3	Invoice	688459886575 OFFICE S	08/25/2021	52.50		00/00	701-9900
SYNCHRONY BANK/AMAZON	4	Invoice	583865743765 BOOKS/M	08/25/2021	85.70		00/00	701-5691

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SYNCHRONY BANK/AMAZON	5	Invoice	599966969345 BOOKS/M	08/25/2021	14.95		00/00	701-5691
SYNCHRONY BANK/AMAZON	6	Invoice	973479784776 BOOKS/M	08/25/2021	315.88		00/00	701-5691
SYNCHRONY BANK/AMAZON	7	Invoice	887435368585 OFFICE S	08/25/2021	17.95		00/00	701-9900
SYNCHRONY BANK/AMAZON	8	Invoice	894439399955 OFFICE S	08/25/2021	82.25		00/00	701-9900
SYNCHRONY BANK/AMAZON	9	Invoice	466336384757 BOOKS/M	08/25/2021	26.98		00/00	701-5691
SYNCHRONY BANK/AMAZON	10	Invoice	444688574386 BOOKS/M	08/25/2021	8.49		00/00	701-5691
SYNCHRONY BANK/AMAZON	11	Invoice	466853367537 BOOKS/M	08/25/2021	22.96		00/00	701-5691
SYNCHRONY BANK/AMAZON	12	Invoice	488957683394 BOOKS/M	08/25/2021	136.06		00/00	701-5691
SYNCHRONY BANK/AMAZON	13	Invoice	547353377559 OFFICE S	08/25/2021	18.65		00/00	701-9900
SYNCHRONY BANK/AMAZON	14	Invoice	993946947573 BOOKS/M	08/25/2021	293.65		00/00	701-5691
SYNCHRONY BANK/AMAZON	15	Invoice	875695433759 BOOKS/M	08/25/2021	113.90		00/00	701-5691
SYNCHRONY BANK/AMAZON	16	Invoice	436466687799 BOOKS/M	08/25/2021	17.99		00/00	701-5691
SYNCHRONY BANK/AMAZON	17	Invoice	439734737688 BOOKS/M	08/25/2021	50.99		00/00	701-5691
SYNCHRONY BANK/AMAZON	18	Invoice	877475695333 OFFICE S	08/25/2021	24.99		00/00	701-9900
SYNCHRONY BANK/AMAZON	19	Invoice	547563736853 PROGRAM	08/25/2021	40.33		00/00	701-6210
SYNCHRONY BANK/AMAZON	20	Invoice	567497955464 BOOKS/M	08/25/2021	13.59		00/00	701-5691
SYNCHRONY BANK/AMAZON	21	Invoice	978636937553 BOOKS/M	08/25/2021	8.23		00/00	701-5691
SYNCHRONY BANK/AMAZON	22	Invoice	754575975589 BOOKS/M	08/25/2021	13.93		00/00	701-5691
SYNCHRONY BANK/AMAZON	23	Invoice	447937475857 BOOKS/M	08/25/2021	115.91		00/00	701-5691
SYNCHRONY BANK/AMAZON	24	Invoice	547783394978 BLDG & G	08/25/2021	32.99		00/00	701-5330
SYNCHRONY BANK/AMAZON	25	Invoice	944388874946 BOOKS/M	08/25/2021	20.38		00/00	701-5691
SYNCHRONY BANK/AMAZON	26	Invoice	737363947858 BOOKS/M	08/25/2021	19.99		00/00	701-5691
SYNCHRONY BANK/AMAZON	27	Invoice	438893795495 BOOKS/M	08/25/2021	37.99		00/00	701-5691
SYNCHRONY BANK/AMAZON	28	Invoice	689689683435 DONATION	08/25/2021	9.50		00/00	702-5692
SYNCHRONY BANK/AMAZON	29	Invoice	463865853738 BOOKS/M	08/25/2021	182.48		00/00	701-5691
SYNCHRONY BANK/AMAZON	30	Invoice	477655647353 BOOKS/M	08/25/2021	17.99		00/00	701-5691
SYNCHRONY BANK/AMAZON	31	Invoice	466863383476 BOOKS/M	08/25/2021	206.02		00/00	701-5691
SYNCHRONY BANK/AMAZON	32	Invoice	433578695534 BOOKS/M	08/25/2021	57.40		00/00	701-5691
SYNCHRONY BANK/AMAZON	33	Invoice	938367868634 BOOKS/M	08/25/2021	59.87		00/00	701-5691
SYNCHRONY BANK/AMAZON	34	Invoice	437646538577 BOOKS/M	08/25/2021	11.99		00/00	701-5691
SYNCHRONY BANK/AMAZON	35	Invoice	933494945934 BOOKS/M	08/25/2021	118.70		00/00	701-5691
SYNCHRONY BANK/AMAZON	36	Invoice	976746685787 BOOKS/M	08/25/2021	29.96		00/00	701-5691
SYNCHRONY BANK/AMAZON	37	Invoice	854584946948 BOOKS/M	08/25/2021	6.99		00/00	701-5691
SYNCHRONY BANK/AMAZON	38	Invoice	897958849654 BOOKS/M	08/25/2021	89.33		00/00	701-5691
SYNCHRONY BANK/AMAZON	39	Invoice	895347478569 BOOKS/M	08/25/2021	19.75		00/00	701-5691
SYNCHRONY BANK/AMAZON	40	Invoice	436998379453 BOOKS/M	08/25/2021	14.95		00/00	701-5691
SYNCHRONY BANK/AMAZON	41	Invoice	439647945378 BOOKS/M	08/25/2021	39.18		00/00	701-5691
SYNCHRONY BANK/AMAZON	42	Invoice	449966367938 BOOKS/M	08/25/2021	19.75		00/00	701-5691
Total SYNCHRONY BANK/AMAZON (4910):					2,512.39			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>THIS OLD HOUSE (5779)</b>								
THIS OLD HOUSE	1	Invoice	1 YEAR SUBSCRIPTION	08/27/2021	10.00		00/00	701-5691
Total THIS OLD HOUSE (5779):					10.00			
<b>U.S. BANK (5170)</b>								
U.S. BANK	1	Invoice	JERRY CC, ASCAP 50058	08/25/2021	369.00		00/00	101-5400
U.S. BANK	2	Invoice	JERRY CC, BOLT DEPOT	08/25/2021	1,238.94		00/00	531-6464
U.S. BANK	3	Invoice	JERRY CC, WALMART 03	08/25/2021	41.62		00/00	722-5541
U.S. BANK	4	Invoice	JERRY CC, IIMC XX-1ACE	08/25/2021	175.00		00/00	101-5400
U.S. BANK	5	Invoice	JERRY CC, IIMC XX-8F2A	08/25/2021	115.00		00/00	101-5400
U.S. BANK	6	Invoice	JERRY CC, VISTAPRINT	08/25/2021	23.00		00/00	201-9900
U.S. BANK	7	Invoice	JERRY CC, VISTAPRINT	08/25/2021	41.48		00/00	101-9900
U.S. BANK	8	Invoice	JERRY CC, TARGET 7963	08/25/2021	353.92		00/00	001-9915
U.S. BANK	9	Invoice	JERRY CC, TARGET 7963	08/25/2021	353.91		00/00	002-9915
U.S. BANK	10	Invoice	JERRY CC, SHRM S01216	08/25/2021	219.00		00/00	101-5400
U.S. BANK	11	Invoice	JERRY CC, AM PAYROLL	08/25/2021	262.00		00/00	101-5400
U.S. BANK	1	Invoice	JOY CC, SURVEYMONKE	08/25/2021	26.00		00/00	701-6210
U.S. BANK	2	Invoice	JOY CC, AMAZON XX-304	08/25/2021	119.00		00/00	701-9650
U.S. BANK	3	Invoice	JOY CC, RED HEN PRES	08/25/2021	16.95		00/00	701-5691
U.S. BANK	1	Invoice	LAURA CC, WALMART 02	08/25/2021	12.30		00/00	702-5692
U.S. BANK	2	Invoice	LAURA CC, PIZZA HUT 02	08/25/2021	89.49		00/00	702-5692
Total U.S. BANK (5170):					3,456.61			
<b>UHC (5780)</b>								
UHC	1	Invoice	REFUND SECONDARY IN	08/25/2021	104.18		00/00	302-4052
Total UHC (5780):					104.18			
<b>UMB BANK N.A. (5200)</b>								
UMB BANK N.A.	1	Invoice	PAY CALLED BONDS CN1	09/02/2021	865,000.00		00/00	150-9970
UMB BANK N.A.	2	Invoice	CALLED BOND INTERES	09/02/2021	6,913.66		00/00	150-9971
UMB BANK N.A.	1	Invoice	ACCT #CN14	08/16/2021	132.50		00/00	101-9860
Total UMB BANK N.A. (5200):					872,046.16			
<b>UNION BANK &amp; TRUST CO (5205)</b>								
UNION BANK & TRUST CO	1	Invoice	SERIES 2021 ACCT SET	08/25/2021	750.00		00/00	101-9860

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total UNION BANK & TRUST CO (5205):					750.00			
<b>UNITE PRIVATE NETWORKS LLC (5210)</b>								
UNITE PRIVATE NETWORKS LLC	1	Invoice	ETHERNET INTERNET A	09/01/2021	88.00		00/00	101-7530
UNITE PRIVATE NETWORKS LLC	2	Invoice	ETHERNET INTERNET A	09/01/2021	99.00		00/00	201-5790
UNITE PRIVATE NETWORKS LLC	3	Invoice	ETHERNET INTERNET A	09/01/2021	88.00		00/00	301-7530
UNITE PRIVATE NETWORKS LLC	4	Invoice	ETHERNET INTERNET A	09/01/2021	99.00		00/00	701-7530
UNITE PRIVATE NETWORKS LLC	5	Invoice	ETHERNET INTERNET A	09/01/2021	550.00		00/00	001-9910
UNITE PRIVATE NETWORKS LLC	6	Invoice	ETHERNET INTERNET A	09/01/2021	88.00		00/00	002-9910
UNITE PRIVATE NETWORKS LLC	7	Invoice	ETHERNET INTERNET A	09/01/2021	88.00		00/00	003-9910
Total UNITE PRIVATE NETWORKS LLC (5210):					1,100.00			
<b>UPS (5240)</b>								
UPS	1	Invoice	POSTAGE	08/21/2021	12.58		00/00	003-9650
UPS	1	Invoice	POSTAGE	08/28/2021	12.68		00/00	003-9650
Total UPS (5240):					25.26			
<b>VAN KIRK BROS CONTRACTING INC (5657)</b>								
VAN KIRK BROS CONTRACTING INC	1	Invoice	2020 WATER SYSTEM IM	08/16/2021	67,219.16		00/00	002-2000
Total VAN KIRK BROS CONTRACTING INC (5657):					67,219.16			
<b>WASTE CONNECTIONS OF NEBRASKA (5360)</b>								
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	GARBAGE FEES	08/01/2021	38,095.49		08/21	001-4510
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	1945 FOREST AVE	09/01/2021	59.05		00/00	201-5329
WASTE CONNECTIONS OF NEBRASKA	2	Invoice	243 E 13TH ST	09/01/2021	166.82		00/00	501-7530
WASTE CONNECTIONS OF NEBRASKA	3	Invoice	1420 MAIN AVE	09/01/2021	21.10		00/00	502-7530
WASTE CONNECTIONS OF NEBRASKA	4	Invoice	320 W 9TH ST	09/01/2021	29.53		00/00	001-8000
WASTE CONNECTIONS OF NEBRASKA	5	Invoice	320 W 9TH ST	09/01/2021	29.52		00/00	002-8000
WASTE CONNECTIONS OF NEBRASKA	6	Invoice	100 S MAIN AVE	09/01/2021	443.90		00/00	003-7530
WASTE CONNECTIONS OF NEBRASKA	7	Invoice	212 E 15TH ST	09/01/2021	77.25		00/00	401-5330
WASTE CONNECTIONS OF NEBRASKA	8	Invoice	5TH FOREST AVE	09/01/2021	.00		00/00	522-7530
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	GARBAGE FEES	06/01/2021	37,974.95		00/00	001-4510
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	1515 FOREST AVE	09/01/2021	60.70		00/00	701-5330
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	TUXEDO PARK	09/01/2021	148.45		00/00	521-7530
WASTE CONNECTIONS OF NEBRASKA	1	Invoice	GARBAGE FEES	09/01/2021	37,979.79		00/00	001-4510

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total WASTE CONNECTIONS OF NEBRASKA (5360):					115,086.55			
<b>WINDSTREAM (5465)</b>								
WINDSTREAM	1	Invoice	PHONE-CRETE 911	08/18/2021	563.20		00/00	202-5220
WINDSTREAM	1	Invoice	PHONE-LIBRARY	08/23/2021	254.91		00/00	701-7530
Total WINDSTREAM (5465):					818.11			
<b>XPRESS BILL PAY (ACH) (5606)</b>								
XPRESS BILL PAY (ACH)	1	Invoice	ONLINE PMT FEE	09/01/2021	225.39		00/00	001-9926
XPRESS BILL PAY (ACH)	2	Invoice	ONLINE PMT FEE	09/01/2021	225.39		00/00	002-9926
XPRESS BILL PAY (ACH)	3	Invoice	ONLINE PMT FEE	09/01/2021	225.38		00/00	003-9926
Total XPRESS BILL PAY (ACH) (5606):					676.16			
<b>YAGER, JESSE (5781)</b>								
YAGER, JESSE	1	Invoice	MEETING/TRAINING	08/17/2021	26.88		00/00	002-8480
Total YAGER, JESSE (5781):					26.88			
Grand Totals:					1,980,913.83			

Report GL Period Summary

GL Period	Amount
09/21	4,388.16
08/21	78,324.22
00/00	1,898,201.45
Grand Totals:	1,980,913.83

Vendor number hash: 533327  
 Vendor number hash - split: 1190031  
 Total number of invoices: 181  
 Total number of transactions: 427

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Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	1,980,913.83	.00	1,980,913.83
Grand Totals:	1,980,913.83	.00	1,980,913.83

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Report Criteria:  
[Report].GL Account = "0000000"- "0499999", "0510000"- "9999999"

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# AIA<sup>®</sup> Document A104<sup>™</sup> – 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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**TABLE OF ARTICLES**

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 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.

Init.

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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
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**§ 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
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**§ 6.1.6 The Addenda, if any:**

To be enumerated by amendment

Number	Date	Pages
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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
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.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.

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§ 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.

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**§ 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)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
**CONTRACTOR** (Signature)

Rick L. Wintermute Vice President

\_\_\_\_\_  
(Printed name and title)

Init.

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User Notes:

(1748529513)

# 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

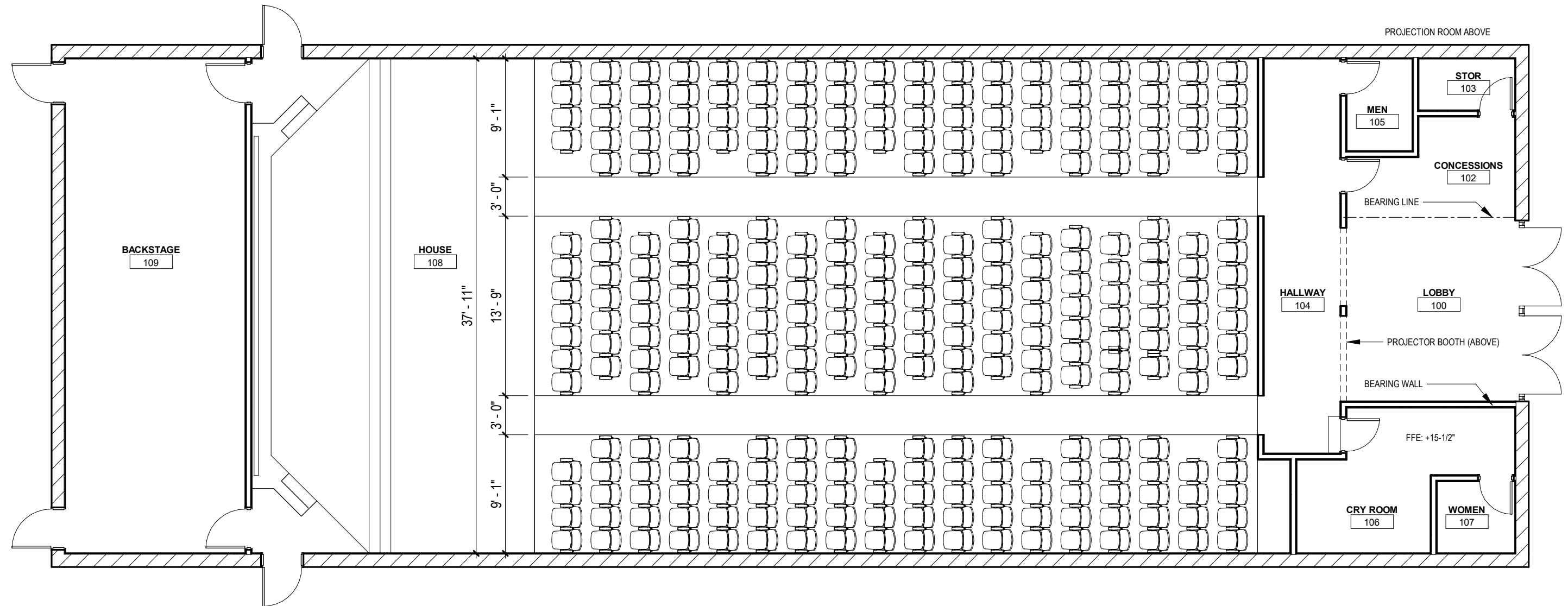
▪ <b>Construction Budget</b>	<b>\$586,500.00</b>
▪ Kingery Construction Fees	\$46,920.00 (8% of Total Const. Budget)
○ <b>Total Construction Budget</b>	<b>\$633,420.00</b>



## Exhibit A

### CLARIFICATIONS

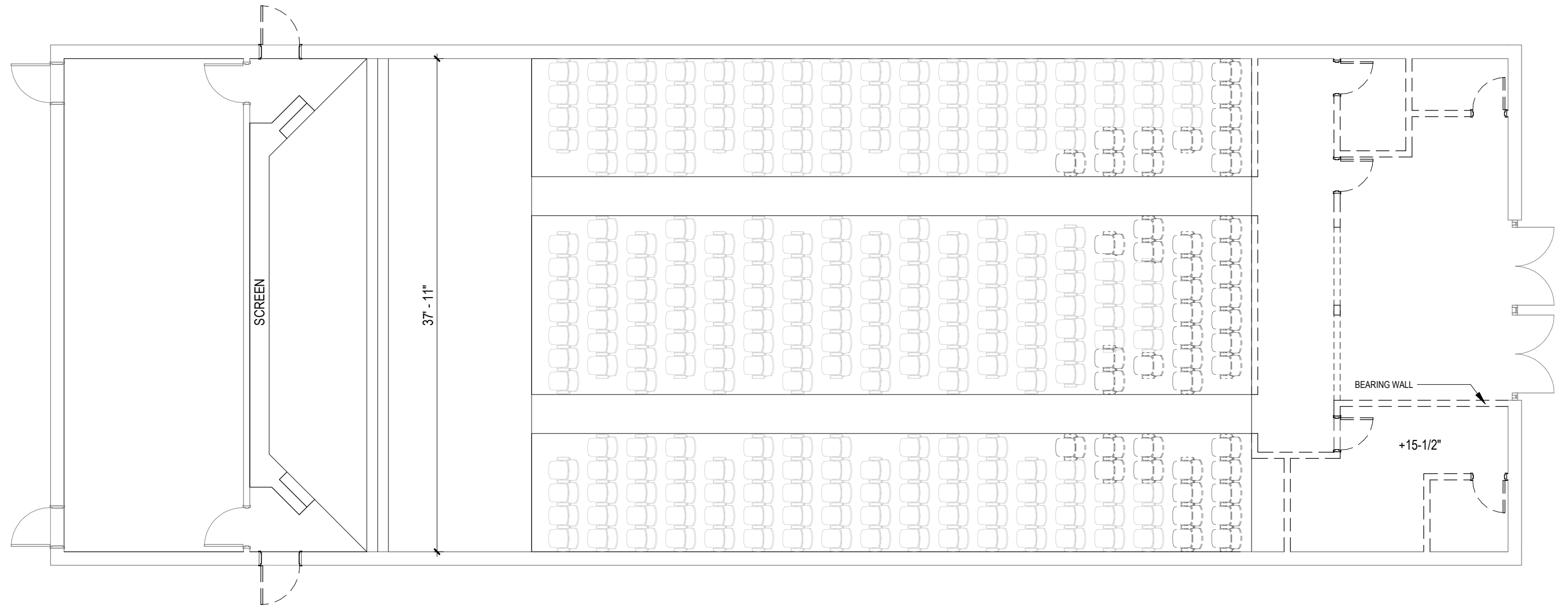
- The plans and specifications attached hereto are preliminary drafts. Parties acknowledge and agree that this is a design - build contract dependent upon the work of the Architect, TACKarchitects, who require that preliminary site demolition occurs prior to completion of final plans and specifications. 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

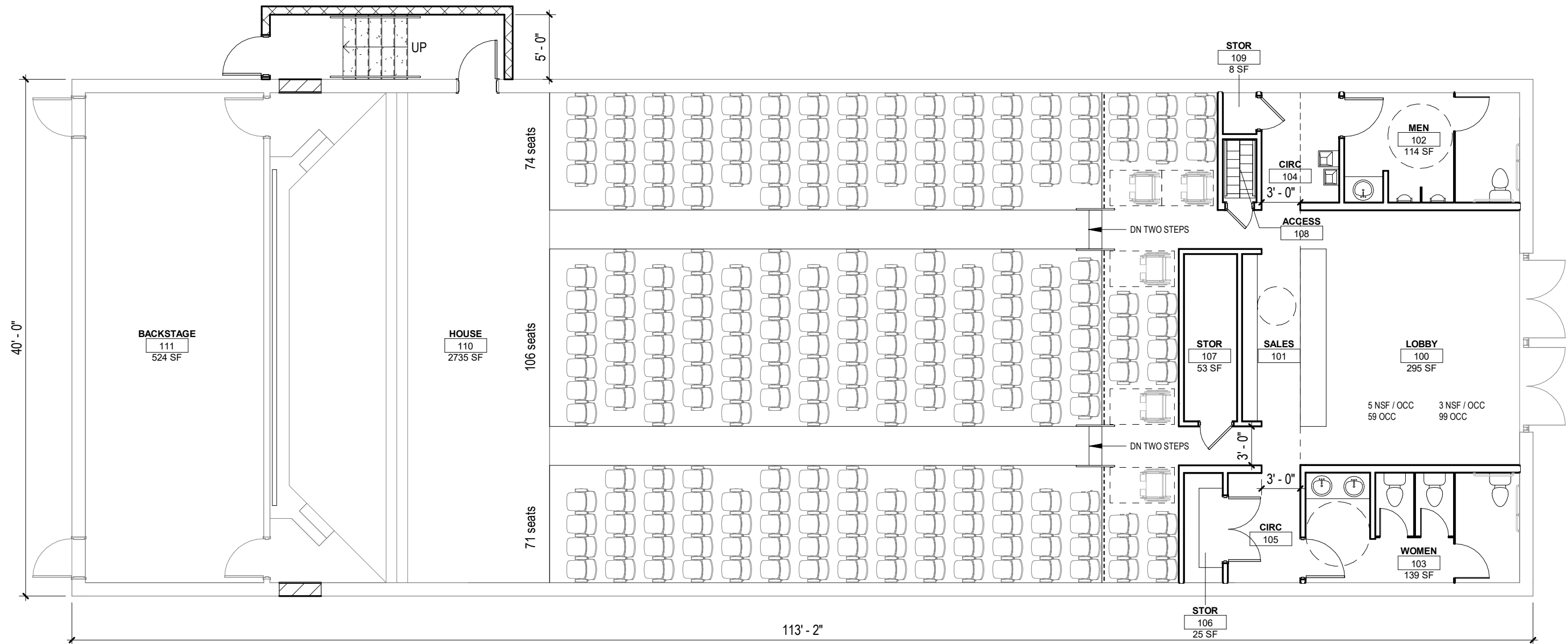
Project Number: 2019.044.00  
 Project Status: Master Plan  
 Date: 2019\_12-24



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



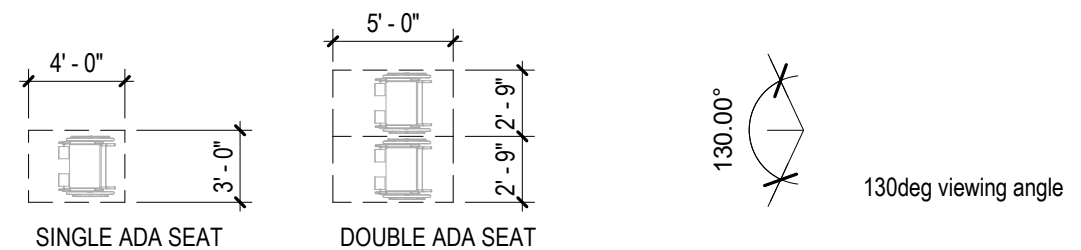
FIRST FLOOR: 4,527 GSF  
 PROJ. ROOM: 578 GSF  
**TOTAL: 5,105 GSF**

**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

Date of Issuance: **July 22, 2021** Effective Date: **August 3, 2021**  
 Owner: **City of Crete, Nebraska** Owner's Contract No.:  
 Contractor: **Van Kirk Bros. Contracting** Contractor's Project No.:  
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **160333.00**  
 Project: **2020 Water System Improvements** Contract Name:

The Contract is modified as follows upon execution of this Change Order:  
 Description: **This change order adjusts the final quantities.**

Attachments: **None**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>147,727.00</u>	Original Contract Times: Substantial Completion: <u>NA</u> Ready for Final Payment: <u>June 26, 2021</u> days or dates
Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>56,156.50</u>	Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>NA</u> Ready for Final Payment: <u>9</u> days
Contract Price prior to this Change Order: \$ <u>203,883.50</u>	Contract Times prior to this Change Order: Substantial Completion: <u>NA</u> Ready for Final Payment: <u>July 5, 2021</u> days or dates
Increase of this Change Order: \$ <u>1,660.00</u>	Increase of this Change Order: Substantial Completion: <u>NA</u> Ready for Final Payment: <u>29</u> days or dates
Contract Price incorporating this Change Order: \$ <u>205,543.50</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>NA</u> Ready for Final Payment: <u>August 3, 2021</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>Dandi</i></u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u><i>Steve Rozze</i></u> Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>08/16/2021</u>	Date: _____	Date: <u>7-22-21</u>

Approved by Funding Agency (if applicable)

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

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

## Change Order Estimate

JEO Project Name: 2020 Water System Improvements		JEO Project Number: 160333.00			
Owner: City of Crete, Nebraska		Change Order Number: 2			
Contractor: Van Kirk Bros. Contracting		Effective Date: August 3, 2021			
Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
5	6" PVC Water Main, DR 18	-93	LF	\$20.00	(\$1,860.00)
10	12" PVC Water Main, DR 18	125	LF	\$34.00	\$4,250.00
21	Remove Pavement	0.5	SY	\$20.00	\$10.00
22	7" Concrete Pavement	0.5	SY	\$80.00	\$40.00
23	Silt Fence, Low Porosity	-195	LF	\$4.00	(\$780.00)
<b>Total</b>					<b>\$1,660.00</b>

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

---

Owner: City of Crete, Nebraska	Owner's Contract No.:
Contractor: Van Kirk Bros. Contracting	Contractor's Project No.:
Engineer: JEO Consulting Group, Inc.	Engineer's Project No.: 160333.00
Project: 2020 Water System Improvements	Contract Name:

---

**This final Certificate of Substantial Completion applies to:**

All Work  The following specified portions of the Work:

July 12, 2021

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

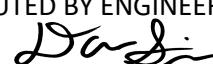

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

---

<b>EXECUTED BY ENGINEER:</b>	<b>RECEIVED:</b>	<b>RECEIVED:</b>
By: <u></u>	By: _____	By: <u></u>
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>07/22/2021</u>	Date: _____	Date: <u>7-22-21</u>

**RESOLUTION NO. 2021-09**

**A RESOLUTION OF THE CITY OF CRETE, NEBRASKA APPOINTING ALTERNATE REPRESENTATIVES TO THE MEAN BOARD OF DIRECTORS AND THE NMPP MEMBERS' COUNCIL.**

WHEREAS, the City of Crete is a member of the Nebraska Municipal Power Pool (NMPP) and the Municipal Energy Agency of Nebraska (MEAN);

WHEREAS, pursuant to Neb. Rev. Stat. § 18-2420, the Mayor is authorized to appoint, with the approval of the City Council, a director and an alternate director to serve on the Board of Directors of MEAN; and,

WHEREAS, pursuant to NMPP's bylaws, the City Council appoints representatives and alternate representatives to serve on the Members' Council of NMPP.

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

**Section 1.** That the Mayor's appointment of Mike Kalkwarf to serve as the City of Crete's alternate director on the Board of Directors of the Municipal Energy Agency of Nebraska shall be approved.

**Section 2.** That Mike Kalkwarf shall also be appointed as the alternate representative of the City of Crete to the Members' Council of the Nebraska Municipal Power Pool.

**Section 3.** That each of these appointments shall run until a successor is appointed with all of the powers and duties incident to such office.

PASSED AND ADOPTED the 7th day of September 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

## ORDINANCE NO. 2131

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO LAND USE AND PUBLIC NUISANCES; TO CREATE A NEW ARTICLE 9, CHAPTER 11 OF THE CRETE MUNICIPAL CODE; AND TO ENACT SECTIONS 11-901, 11-902, 11-903, 11-904, 11-905, 11-906, AND 11-907 TO IMPLEMENT VACANT, ABANDONED, AND NEGLECTED PROPERTY REGULATIONS.**

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

**Section 1.** That a new Article 9 entitled “Vacant, Abandoned, and Neglected Property Regulations” shall be created within Chapter 11 of the Crete Municipal Code.

**Section 2.** That Chapter 11, Article 9 of the Crete Municipal Code shall be amended by adding a new section 11-901 to read as follows:

### **11-901 Regulations, how cited; supplemental; exceptions.**

- (1) The provisions of this article shall be known and may be cited as the Vacant, Abandoned, and Neglected Property Regulations and shall be supplemental and in addition to any other laws of the State of Nebraska or the City of Crete.
- (2) This article shall not apply to property owned by the federal government, the State of Nebraska, or any political subdivision thereof.

**Section 3.** That Chapter 11, Article 9 of the Crete Municipal Code shall be amended by adding a new section 11-902 to read as follows:

### **11-902 Definitions.**

For purposes of the Vacant, Abandoned, and Neglected Property Regulations, unless the context otherwise requires, the definitions found in Section 11-211 and those listed below shall apply:

- (1) “Abandoned building” means a vacant residential or commercial building the owner of which cannot be ascertained or is unresponsive to notices or other contact by the City.
- (2) “Commercial building” means a structure, building, or part of a structure or building designed or intended to be used for the operation of a lawful business engaging in a commercial enterprise.
- (3) “Commercial enterprise” means any business activity relating to or based upon the production, distribution, or consumption of goods or services.
- (4) “Evidence of vacancy” means any condition or circumstance that on its own or in combination with other conditions or circumstances would lead a reasonable person to believe that a structure, building, or dwelling is vacant. Such conditions or circumstances may include, but are not limited to:
  - (a) Overgrown or dead vegetation, including grass, shrubbery, weeds, and other plantings;
  - (b) An accumulation of abandoned personal property, trash, or other waste or items that constitute a nuisance;

- (c) Visible deterioration or lack of maintenance of any structure, building, or dwelling on the property;
  - (d) Graffiti or other defacement of any structure, building, or dwelling on the property; or,
  - (e) Any other condition or circumstance reasonably indicating that the property is unoccupied.
- (5) “Neglected building” means a structure, building, or dwelling wherein one or more of the following have occurred:
- (a) Within the last six months, the structure, building, or dwelling has been the subject of two or more notices of violation of the provisions found in Chapter 9 or Chapter 11 of the Crete Municipal Code;
  - (b) The structure, building, or dwelling has sustained fire, wind, water, or other damage caused by vandals, nature, or acts of God and no visible signs of consistent efforts to repair, rehabilitate, demolish, or remove the structure, building, or dwelling are evident within sixty days after the damage occurred; or,
  - (c) The structure, building, or dwelling has been declared a public nuisance or an unsafe structure.
- (6) “Owner” means the person or persons shown to be the owner or owners of record on the records of the register of deeds.
- (7) “Residential building” means a dwelling, house, condominium, townhouse, mobile home, or an apartment unit or building.
- (8) “Unoccupied” means the property, structure, building, or dwelling is not being used for a legal use or occupancy.
- (9) “Vacant” means that a residential or commercial building exhibits evidence of vacancy.

**Section 4.** That Chapter 11, Article 9 of the Crete Municipal Code shall be amended by adding a new section 11-903 to read as follows:

**11-903 Vacant and neglected property registry; nuisance; exemption.**

- (1) The City shall create and maintain a vacant, abandoned, and neglected property registration database. The database shall include, at a minimum:
  - (a) The name, street address, mailing address, telephone number, and, if applicable, the facsimile number and email address of the property owner and their agent;
  - (b) The street address, parcel identification number, and legal description of the property;
  - (c) The transfer date of the instrument conveying the property to the owner; and,
  - (d) The date on which the property became vacant, abandoned, or neglected.
- (2) Vacant, abandoned, and neglected buildings shall constitute a public nuisance and may be abated, repaired, rehabilitated, demolished, or removed pursuant to law.
- (3) Vacant property that is advertised in good faith for sale or lease shall be exempt from the registration and fee requirements found in this article.

- (a) Advertised in good faith means the property is actively and continually listed, published, or posted for a reasonable price with a real estate agent or multiple listing service, in a newspaper of general circulation in the city, or on an industry-recognized website.
- (b) The owner claiming an exemption under this subsection shall have the burden of proving that the property is advertised in good faith for sale or lease.

**Section 5.** That Chapter 11, Article 9 of the Crete Municipal Code shall be amended by adding a new section 11-904 to read as follows:

**11-904 Program administrator; inspections; rules and regulations.**

- (1) The City Administrator shall be the program administrator for the vacant, abandoned, and neglected property registration database and may delegate administrative duties and responsibilities to authorized agents or designees.
- (2) The City Administrator or their authorized agent or designee shall inspect the interior and exterior of the vacant property upon initial registration and at one-year intervals thereafter for so long as the property remains on the vacant, abandoned, and neglected property registration database.
- (3) The City Administrator may adopt and promulgate rules and regulations to administer and enforce the Vacant and Neglected Property Regulations.

**Section 6.** That Chapter 11, Article 9 of the Crete Municipal Code shall be amended by adding a new section 11-905 to read as follows:

**11-905 Registration of property; procedure.**

- (1) Owners of vacant, abandoned, or neglected property located within the city or its extraterritorial zoning jurisdiction shall be required to register such property with the City if the property has been vacant for one hundred eighty days or longer.
- (2) The program administrator or their authorized agent or designee shall provide the owner with written notice that the program administrator has determined the property is vacant, abandoned, or neglected.
  - (a) The notice shall be deemed delivered if properly served on the owner or their agent according to the established procedure for civil actions.
  - (b) If service cannot be made by personal service, residential service, certified mail service, or designated delivery service, then notice shall be given by publication in a newspaper of general circulation in the city or by conspicuously posting on the property, structure, building, or dwelling that is vacant, abandoned, or neglected. Any notice given by publication or posting shall be deemed delivered seven days after such publication or posting.
- (3) The owner or their agent must register the property or submit a written appeal of the program administrator's determination to the City within thirty days after delivery of the written notice. If the owner fails to timely register the property or submit a written appeal, the City shall automatically register the property, and the owner may be subject to additional administrative fines or fees.
  - (a) All requests for appeals shall be processed through the City's procedures for administrative hearings.

- (b) An administrative hearing shall be held in front of a hearing board, which shall consist of three members: the Mayor and two councilmembers from the City Council's Public Works or Public Safety Committees.
- (c) Notice of the date, time, and place of the hearing shall be provided to the owner at least ten days prior to the scheduled hearing.
- (4) Upon initial registration of the property, a copy of the notice shall be recorded in the records of the register of deeds of the county in which the property is located and indexed against the premises.
- (5) One hundred eighty days after the initial registration of the property or three hundred sixty days after the property is determined to be vacant, abandoned, or neglected, whichever is sooner, the owner or their agent must submit a plan for occupancy, repair, rehabilitation, or demolition of the property and pay the initial registration fee. Each one hundred eighty days thereafter, the owner or their agent must renew the registration, submit an updated plan, and pay supplemental registration fees.
- (6) Any subsequent owner or owners of any ownership interest in the property shall assume the obligations of the previous owner or owners and must register or update the registration of the property within thirty days of any transfer of ownership interest in the property.
- (7) Vacant, abandoned, or neglected property shall be removed from the registration database and no longer subject to the requirements of this article once the owner proves, by a preponderance of the evidence, that the property is no longer violating any building or zoning laws, rules, or regulations.

**Section 7.** That Chapter 11, Article 9 of the Crete Municipal Code shall be amended by adding a new section 11-906 to read as follows:

**11-906 Registration fees; fines; enforcement; lien.**

- (1) The initial registration fee shall be set forth in the City's Master Fee Schedule and shall not be more than two hundred fifty dollars for a residential building or more than one thousand dollars for a commercial building.
- (2) The supplemental registration fees shall be set forth in the City's Master Fee Schedule and shall not be more than double the previous fee amount, with a maximum supplemental registration fee of ten times the initial registration fee amount.
- (3) The City Council may impose administrative fines or fees for violations of this article. Such fines or fees shall be set forth in the City's Master Fee Schedule and shall be cumulative and in addition to the registration fees.
- (4) All fees and fines shall be paid at the time of registration and must be paid in full prior to the issuance of any city permits. The City may enforce the collection of vacant property registration fees and any associated administrative fines or fees by civil action in any court of competent jurisdiction.
- (5) Unpaid vacant property registration fees and unpaid administrative fines and fees shall become a lien on the applicable property upon the recording of a notice of such lien in the office of the register of deeds of the county in which the applicable property is located. Any lien created under this subsection shall be subordinate to all liens on the applicable property recorded prior to the time the notice of such lien under this subsection is recorded.

**Section 8.** That Chapter 11, Article 9 of the Crete Municipal Code shall be amended by adding a new section 11-907 to read as follows:

**11-907 Violations, penalty.**

- (1) It shall be unlawful for any person to interfere with, impair, or obstruct any government agents tasked with executing or enforcing this article and any rules and regulations promulgated hereunder; to fail to comply with lawful orders or duties imposed by this article or any rules and regulations promulgated hereunder; or to provide false, fictitious, or misleading information to the City regarding any property that may reasonably be subject to this article.
- (2) Any person who violates this section shall be guilty of a Class IV misdemeanor.

**Section 9.** That the changes specified in the above sections shall be codified as part of the Crete Municipal Code as stated herein.

**Section 10.** 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 11.** That this ordinance shall be published in pamphlet or book form and shall take effect and be in full force and effect from and after its passage, approval, and publication, as provided by law.

PASSED AND ENACTED the 7th day of September 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

CITY OF CRETE in Saline County

**2021-2022 LID SUPPORTING SCHEDULE**

**Calculation of Restricted Funds**

Total Personal and Real Property Tax Requirements	(1)	\$ 1,398,850.00
Motor Vehicle Pro-Rate	(2)	\$ 3,500.00
In-Lieu of Tax Payments	(3)	\$ -
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.		
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))	(4)	\$ -
<b>LESS:</b> Amount Spent During 2020-2021	(5)	\$ -
<b>LESS:</b> Amount Expected to be Spent in Future Budget Years	(6)	\$ -
Amount to be included as Restricted Funds ( <b>Cannot Be A Negative Number</b> )	(7)	\$ -
Motor Vehicle Tax	(8)	\$ -
Local Option Sales Tax	(9)	\$ 1,900,000.00
Transfers of Surplus Fees	(10)	\$ 350,000.00
Highway Allocation and Incentives	(11)	\$ 759,083.00
	(12)	_____
Motor Vehicle Fee	(13)	\$ 56,000.00
Municipal Equalization Fund	(14)	\$ 835,580.00
Insurance Premium Tax	(15)	\$ -
Nameplate Capacity Tax	(15a)	\$ -

<b>TOTAL RESTRICTED FUNDS (A)</b>	(16)	<b>\$ 5,303,013.00</b>
-----------------------------------	------	------------------------

**Lid Exceptions**

Capital Improvements (Real Property and Improvements on Real Property)	(17)	\$ -
<b>LESS:</b> Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year ( <i>cannot exclude same capital improvements from more than one lid calculation.</i> )		
Agrees to Line (6).	(18)	\$ -
Allowable Capital Improvements	(19)	\$ -
Bonded Indebtedness	(20)	\$ 452,000.00
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)	_____
Interlocal Agreements/Joint Public Agency Agreements	(22)	\$ 494,121.00
Public Safety Communication Project (Statute 86-416)	(23)	_____
Benefits Paid Under the Firefighter Cancer Benefits Act	(23a)	_____
Payments to Retire Interest-Free Loans from the Department of Aeronautics ( <b>Public Airports Only</b> )	(24)	_____
Judgments	(25)	_____
Refund of Property Taxes to Taxpayers	(26)	_____
Repairs to Infrastructure Damaged by a Natural Disaster	(27)	_____

<b>TOTAL LID EXCEPTIONS (B)</b>	(28)	<b>\$ 946,121.00</b>
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<b>TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)</b> <i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>	<b>\$ 4,356,892.00</b>
---	------------------------

Total Restricted Funds for Lid Computation ~~cannot~~ be less than zero. See Instruction Manual on completing the Lid Supporting Schedule.



**2021-2022  
STATE OF NEBRASKA  
CITY/VILLAGE BUDGET FORM**

**CITY OF CRETE  
TO THE COUNTY BOARD AND COUNTY CLERK OF  
Saline County**

**This budget is for the Period October 1, 2021 through September 30, 2022**

**Upon Filing, The Entity Certifies the Information Submitted on this Form to be Correct:**

The following **PERSONAL AND REAL PROPERTY TAX** is requested for the ensuing year:

\$ 1,198,850.00	Property Taxes for Non-Bond Purposes
\$ 200,000.00	Principal and Interest on Bonds
<b>\$ 1,398,850.00</b>	<b>Total Personal and Real Property Tax Required</b>

**Projected Outstanding Bonded Indebtedness as of October 1, 2021**  
*(As of the Beginning of the Budget Year)*

Principal	\$ 17,960,666.28
Interest	\$ 3,301,237.35
<b>Total Bonded Indebtedness</b>	<b>\$ 21,261,903.63</b>

\$ 329,028,496	<b>Total Certified Valuation (All Counties)</b>
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*(Certification of Valuation(s) from County Assessor **MUST** be attached)*

**Report of Joint Public Agency & Interlocal Agreements**

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2020 through June 30, 2021?

YES                       NO

*If YES, Please submit Interlocal Agreement Report by September 20th.*

**County Clerk's Use ONLY**

**Report of Trade Names, Corporate Names & Business Names**

Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2020 through June 30, 2021?

YES                       NO

*If YES, Please submit Trade Name Report by September 20th.*

**APA Contact Information**

Auditor of Public Accounts  
State Capitol, Suite 2303  
Lincoln, NE 68509

**Telephone:** (402) 471-2111                      **FAX:** (402) 471-3301

**Website:** [www.auditors.nebraska.gov](http://www.auditors.nebraska.gov)

**Questions - E-Mail:** [Jeff.Schreier@nebraska.gov](mailto:Jeff.Schreier@nebraska.gov)

**Submission Information**

**Budget Due by 9-20-2021**

**Submit budget to:**

1. Auditor of Public Accounts -Electronically on Website or Mail
2. County Board (SEC. 13-508), C/O County Clerk

CITY OF CRETE in Saline County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2019 - 2020 (Column 1)	Actual/Estimated 2020 - 2021 (Column 2)	Adopted Budget 2021 - 2022 (Column 3)
1	Net Cash Balance	\$ 12,289,976.00	\$ 10,915,749.00	\$ 15,687,330.00
2	Investments	\$ 5,272,570.00	\$ 5,399,614.00	\$ 5,500,000.00
3	County Treasurer's Balance	\$ 75,410.00	\$ 61,892.00	\$ 70,000.00
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)			\$ -
5	<b>Subtotal of Beginning Balances</b> (Lines 1 thru 4)	<b>\$ 17,637,956.00</b>	<b>\$ 16,377,255.00</b>	<b>\$ 21,257,330.00</b>
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 1,463,400.00	\$ 1,450,000.00	\$ 1,385,000.00
7	Federal Receipts	\$ 333,865.00	\$ 700,000.00	\$ 450,000.00
8	State Receipts: Motor Vehicle Pro-Rate	\$ 3,456.00	\$ 3,500.00	\$ 3,500.00
9				
10	State Receipts: Highway Allocation and Incentives	\$ 810,990.00	\$ 776,700.00	\$ 759,083.00
11	State Receipts: Motor Vehicle Fee	\$ 55,832.00	\$ 56,000.00	\$ 56,000.00
12	State Receipts: State Aid			
13	State Receipts: Municipal Equalization Aid	\$ 765,895.00	\$ 741,150.00	\$ 835,580.00
14	State Receipts: Other			
15	State Receipts: Property Tax Credit			
16	Local Receipts: Nameplate Capacity Tax			
17	Local Receipts: Motor Vehicle Tax			
18	Local Receipts: Local Option Sales Tax	\$ 1,866,549.00	\$ 2,180,000.00	\$ 1,900,000.00
19	Local Receipts: In Lieu of Tax			
20	Local Receipts: Other	\$ 16,495,479.00	\$ 19,088,000.00	\$ 17,750,000.00
21	Transfers In of Surplus Fees	\$ 350,004.00	\$ 350,004.00	\$ 350,000.00
22	Transfers In Other Than Surplus Fees	\$ 5,825,408.00	\$ 4,500,000.00	\$ 4,500,000.00
23	Proprietary Function Funds (Only if Page 6 is Used)			\$ -
24	<b>Total Resources Available</b> (Lines 5 thru 23)	<b>\$ 45,608,834.00</b>	<b>\$ 46,222,609.00</b>	<b>\$ 49,246,493.00</b>
25	<b>Total Disbursements &amp; Transfers</b> (Line 22, Pg 3, 4 & 5)	<b>\$ 29,231,579.00</b>	<b>\$ 24,965,279.00</b>	<b>\$ 35,779,000.00</b>
26	<b>Balance Forward/Cash Reserve</b> (Line 24 MINUS Line 25)	<b>\$ 16,377,255.00</b>	<b>\$ 21,257,330.00</b>	<b>\$ 13,467,493.00</b>
27	Cash Reserve Percentage			60%
<b>PROPERTY TAX RECAP</b>		Tax from Line 6		\$ 1,385,000.00
		County Treasurer Commission at 1%		\$ 13,850.00
		<b>Total Property Tax Requirement</b>		<b>\$ 1,398,850.00</b>

**2020-2021**  
**STATE OF NEBRASKA**  
**MUNICIPAL BUDGET FORM**

**CITY OF CRETE**

TO THE COUNTY BOARD AND COUNTY CLERK OF  
 SALINE County

This budget is for the Period **OCTOBER 1, 2021, through SEPTEMBER 30, 2022**

**Checklist of Items to Be Completed and Submitted**

**Page 2 (Budget Form):**

Column 1, Line 5 agrees to last year's budget form Column 1, Line 30. ***if not, provide explanation.***

Column 1, Line 5, this budget	\$ 17,637,956.00
Column 1, Line 30, last year's budget	\$ 16,966,624.00

**EXPLANATION:**

Corrected to Audited Financial Statements.

**2021-2022 LID SUPPORTING SCHEDULE**

**Bonded Indebtedness Lid Exception**

**Page 8 (Lid Supporting Schedule):**

Statute 13-520 says restricted funds limitations shall not apply to (3) restricted funds pledged to retire bonds as defined in subdivision (1) of section 10-134 and approved according to law, Nebraska State Auditor Municipal Budget Instructions on line 20, page 8 says exceptions for bonds cannot exceed the amount of property taxes levied for bonds, unless explanation is attached explaining where restricted funds are coming from.

**Restricted Funds**

	Amount
<u>Property Taxes levied for bonds</u>	\$200,000.00
<u>Local Option Sales tax LB 357</u>	\$252,000.00
<u>Local Option Sales tax LB 840</u>	

**Total Restricted Funds for Bonds**

**\$452,000.00**

# CITY OF CRETE in Saline County

## To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:	Property Tax Request	
General Fund	\$ 1,198,850.00	
Bond Fund	\$ 200,000.00	
_____ Fund		
_____ Fund		
<b>Total Tax Request</b>	<b>** \$ 1,398,850.00</b>	

\*\* This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.

## Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below funds being held in a special reserve fund.

Special Reserve Fund Name	Amount	
ARPA Funds	\$ 602,000.00	
Capital Projects	\$ 3,000,000.00	
Fire Equipment Reserve	\$ 250,000.00	
Cemetery Perpetual Care	\$ 150,000.00	
Total Special Reserve Funds	\$ 4,002,000.00	
Total Cash Reserve	\$ 13,467,493.00	
Remaining Cash Reserve	\$ 9,465,493.00	
Remaining Cash Reserve %	42%	101

## Documentation of Transfers of Surplus Fees:

*(Only complete if Transfers of Surplus Fees Were Budgeted)*

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

Transfer From:	Transfer To:
ELECTRIC FUND	GENERAL FUND
Amount: \$	350,000.00
Reason: SURPLUS FUND TRANSFER	

Transfer From:	Transfer To:
Amount:	
Reason:	

Transfer From:	Transfer To:
Amount:	
Reason:	

CITY OF CRETE in Saline County

Line No.	2021-2022 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 1,500,000.00					\$ 4,500,000.00	\$ 6,000,000.00
3	Public Safety - Police and Fire	\$ 2,400,000.00						\$ 2,400,000.00
4	Public Safety - Other	\$ 385,000.00						\$ 385,000.00
5	Public Works - Streets	\$ 1,000,000.00	\$ 1,000,000.00		\$ 425,000.00			\$ 2,425,000.00
6	Public Works - Other	\$ 75,000.00						\$ 75,000.00
7	Public Health and Social Services	\$ 83,000.00						\$ 83,000.00
8	Culture and Recreation	\$ 875,000.00	\$ 1,000,000.00		\$ 250,000.00			\$ 2,125,000.00
9	Community Development	\$ 400,000.00						\$ 400,000.00
10	Miscellaneous							\$ -
11	Business-Type Activities:							
12	Airport							\$ -
13	Nursing Home							\$ -
14	Hospital							\$ -
15	Electric Utility	\$ 12,000,000.00	\$ 5,000,000.00		\$ 142,000.00		\$ 350,000.00	\$ 17,492,000.00
16	Solid Waste							\$ -
17	Transportation							\$ -
18	Wastewater	\$ 1,200,000.00	\$ 500,000.00		\$ 494,000.00			\$ 2,194,000.00
19	Water	\$ 1,200,000.00	\$ 1,000,000.00					\$ 2,200,000.00
20	Other							\$ -
21	Proprietary Function Funds (Page 6)					\$ -		\$ -
22	<b>Total Disbursements &amp; Transfers (Lns 2 thru 21)</b>	<b>\$ 21,118,000.00</b>	<b>\$ 8,500,000.00</b>	<b>\$ -</b>	<b>\$ 1,311,000.00</b>	<b>\$ -</b>	<b>\$ 4,850,000.00</b>	<b>\$ 35,779,000.00</b>

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

CITY OF CRETE in Saline County

Line No.	2020-2021 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 602,886.00			\$ 473,998.00		\$ 4,033,333.00	\$ 5,110,217.00
3	Public Safety - Police and Fire	\$ 2,236,538.00		\$ 186,149.00				\$ 2,422,687.00
4	Public Safety - Other							\$ -
5	Public Works - Streets	\$ 822,809.00	\$ 235,103.00	\$ 148,788.00	\$ 1,129,101.00			\$ 2,335,801.00
6	Public Works - Other	\$ 346,277.00						\$ 346,277.00
7	Public Health and Social Services							\$ -
8	Culture and Recreation	\$ 571,051.00						\$ 571,051.00
9	Community Development	\$ 530,828.00						\$ 530,828.00
10	Miscellaneous	\$ 20,823.00						\$ 20,823.00
11	Business-Type Activities:							
12	Airport							\$ -
13	Nursing Home							\$ -
14	Hospital							\$ -
15	Electric Utility	\$ 9,752,608.00	\$ 1,000,000.00		\$ 142,000.00		\$ 350,000.00	\$ 11,244,608.00
16	Solid Waste							\$ -
17	Transportation							\$ -
18	Wastewater	\$ 1,088,619.00			\$ 494,000.00			\$ 1,582,619.00
19	Water	\$ 800,368.00						\$ 800,368.00
20	Other							\$ -
21	Proprietary Function Funds							\$ -
22	<b>Total Disbursements &amp; Transfers (Ln 2 thru 21)</b>	\$ 16,772,807.00	\$ 1,235,103.00	\$ 334,937.00	\$ 2,239,099.00	\$ -	\$ 4,383,333.00	\$ 24,965,279.00

(A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

CITY OF CRETE in Saline County

Line No.	2019-2020 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 770,563.00		\$ 243,506.00			\$ 5,825,408.00	\$ 6,839,477.00
3	Public Safety - Police and Fire	\$ 2,176,633.00						\$ 2,176,633.00
4	Public Safety - Other							\$ -
5	Public Works - Streets	\$ 966,866.00	\$ 1,182,549.00	\$ 11,350.00	\$ 168,811.00			\$ 2,329,576.00
6	Public Works - Other							\$ -
7	Public Health and Social Services							\$ -
8	Culture and Recreation	\$ 907,350.00		\$ 3,502,957.00	\$ 406,133.00			\$ 4,816,440.00
9	Community Development	\$ 84,138.00						\$ 84,138.00
10	Miscellaneous							\$ -
11	Business-Type Activities:							
12	Airport							\$ -
13	Nursing Home							\$ -
14	Hospital							\$ -
15	Electric Utility	\$ 10,350,099.00			\$ 141,288.00		\$ 350,004.00	\$ 10,841,391.00
16	Solid Waste							\$ -
17	Transportation							\$ -
18	Wastewater	\$ 819,550.00			\$ 494,000.00			\$ 1,313,550.00
19	Water	\$ 830,374.00						\$ 830,374.00
20	Other							\$ -
21	Proprietary Function Funds							\$ -
22	<b>Total Disbursements &amp; Transfers (Ln 2 thru 21)</b>	\$ 16,905,573.00	\$ 1,182,549.00	\$ 3,757,813.00	\$ 1,210,232.00	\$ -	\$ 6,175,412.00	\$ 29,231,579.00

(A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) **Other** should include Judgments, and Proprietary Function Funds if a separate budget is filed.

## CORRESPONDENCE INFORMATION

### ENTITY OFFICIAL ADDRESS

*If no official address, please provide address where correspondence should be sent*

NAME	<b>CITY OF CRETE</b>
ADDRESS	<b>243 E. 13TH STREET</b>
CITY & ZIP CODE	<b>CRETE 68333</b>
TELEPHONE	<b>402-826-4313</b>
WEBSITE	<b>crete.ne.gov</b>

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER	PREPARER
NAME	DAVE BAUER	JERRY WILCOX	JERRY WILCOX
TITLE /FIRM NAME	MAYOR	CLERK-TREASURER	CLERK-TREASURER
TELEPHONE	402-826-5141	402-826-4313	402-826-4313
EMAIL ADDRESS	dave.bauer@crete.ne.gov	jerry.wilcox@crete.ne.gov	jerry.wilcox@crete.ne.gov

For Questions on this form, who should we contact (please  one): Contact will be via email if supplied.

- Board Chairperson
- Clerk / Treasurer / Superintendent / Other
- Preparer

CITY OF CRETE in Saline County

2021-2022 LID SUPPORTING SCHEDULE

**Calculation of Restricted Funds**

Total Personal and Real Property Tax Requirements	(1)	\$	1,398,850.00
Motor Vehicle Pro-Rate	(2)	\$	3,500.00
In-Lieu of Tax Payments	(3)	\$	-
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.			
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))		\$	-
<b>LESS:</b> Amount Spent During 2020-2021	(4)	\$	-
<b>LESS:</b> Amount Expected to be Spent in Future Budget Years	(5)	\$	-
Amount to be included as Restricted Funds ( <b>Cannot Be A Negative Number</b> )	(6)	\$	-
Motor Vehicle Tax	(7)	\$	-
Local Option Sales Tax	(8)	\$	1,900,000.00
Transfers of Surplus Fees	(9)	\$	350,000.00
Highway Allocation and Incentives	(10)	\$	759,083.00
	(11)	\$	-
Motor Vehicle Fee	(12)	\$	56,000.00
Municipal Equalization Fund	(13)	\$	835,580.00
Insurance Premium Tax	(14)	\$	-
Nameplate Capacity Tax	(15a)	\$	-
<b>TOTAL RESTRICTED FUNDS (A)</b>	(16)	\$	<b>5,303,013.00</b>

**Lid Exceptions**

Capital Improvements (Real Property and Improvements on Real Property)	(17)	\$	-
<b>LESS:</b> Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year ( <i>cannot exclude same capital improvements from more than one lid calculation.</i> )	(18)	\$	-
Agrees to Line (6).	(19)	\$	-
Allowable Capital Improvements	(20)	\$	452,000.00
Bonded Indebtedness	(21)	\$	494,121.00
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(22)	\$	-
Interlocal Agreements/Joint Public Agency Agreements	(23)	\$	-
Public Safety Communication Project (Statute 86-416)	(23a)	\$	-
Benefits Paid Under the Firefighter Cancer Benefits Act	(24)	\$	-
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(25)	\$	-
Judgments	(26)	\$	-
Refund of Property Taxes to Taxpayers	(27)	\$	-
Repairs to Infrastructure Damaged by a Natural Disaster	(27)	\$	-
<b>TOTAL LID EXCEPTIONS (B)</b>	(28)	\$	<b>946,121.00</b>

<b>TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)</b>		\$	<b>4,356,892.00</b>
<i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>			

Total Restricted Funds for Lid Computation ~~cannot~~ be less than zero. See Instruction Manual on completing the Lid Supporting Schedule.

CITY OF CRETE

IN

Saline County

**LID COMPUTATION FORM FOR FISCAL YEAR 2021-2022**

**PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2**

**OPTION 1**

2020-2021 Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form 4,212,013.23  
Option 1 - (Line 1)

**OPTION 2**

*Only use if a vote was taken at a townhall meeting to exceed Lid for one year*

Line (1) of Prior Year Lid Computation Form Option 2 - (A)

Allowable Percent Increase **Less** Vote Taken (Prior Year Lid Computation Form Line (6) - Line (5)) %

Dollar Amount of Allowable Increase Excluding the vote taken Line (A) times Line (B) Option 2 - (B)

Calculated 2020-2021 Restricted Funds Authority (Base Amount) Line (A) Plus Line (C) -

Option 2 - (C)

-

Option 2 - (Line 1)

**CURRENT YEAR ALLOWABLE INCREASES**

**1 BASE LIMITATION PERCENT INCREASE (2.5%)** 2.50 %  
(2)

**2 ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5%** - %  
(3)  

$$\frac{7,240,397.00}{2021 \text{ Growth per Assessor}} \div \frac{293,778,066.00}{2020 \text{ Valuation}} = \frac{2.46}{\text{Multiply times 100 To get \%}} \%$$

**3 ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE** 1.00 %  
(4)  

$$\frac{6}{\# \text{ of Board Members voting "Yes" for Increase}} \div \frac{6}{\text{Total \# of Members in Governing Body at Meeting}} = \frac{100.00}{\text{Must be at least 75\% (.75) of the Governing Body}} \%$$

**ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.**

**4 SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE** %  
(5)

**Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting**

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5) 3.50 %  
(6)

Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6) 147,420.46  
(7)

Total Restricted Funds Authority = Line (1) + Line (7) 4,359,433.69  
(8)

**Less:** Restricted Funds from Lid Supporting Schedule 4,356,892.00  
(9)

Total Unused Restricted Funds Authority = Line (8) - Line (9) 2,541.69  
(10)

**LINE (10) MUST BE GREATER THAN OR EQUAL TO ZERO OR YOU ARE IN VIOLATION OF THE LID LAW.**

# Municipality Levy Limit Form

## CITY OF CRETE in Saline County

### Municipality Levy

Personal and Real Property Tax Request	(1)		1,398,850.00
Judgments (Not Paid by Liability Insurance)	(2)	0.00	
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00	
Bonded Indebtedness	(4)	200,000.00	
Interest Free Financing (Public Airports)	(5)	0.00	
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	0.00	
Total Levy Exemptions	(7)		200,000.00
Tax Request Subject to Levy Limit	(8)		1,198,850.00
Valuation	(9)		329,028,496
Municipality Levy Subject to Levy Authority	(10)		0.364361
Levy Authority Allocated to Others-			
Airport Authority	(11)	25,275.00	0.007681
Community Redevelopment Authority	(12)		0.000000
Transit Authority	(13)		0.000000
Off Street Parking District Valuation	(14)		
Off Street Parking District Levy (Statute 77-3443(2))	(15)	0.000000	0.000000
Other	(16)		0.000000
Total Levy for Compliance Purposes	(17)		0.372042 (A)

### Levy Authority

Municipality Levy Limit	(18)		0.450000
Municipality property taxes designated for interlocal agreements	(19)	494,121.00	0.050000
Total Municipality Levy Authority	(20)		0.500000 (B)
Voter Approved Levy Override	(21)		0.000000 (C)

**Note: (A) must be less than the greater of (B) or (C) to be in compliance with the Statutes**

This Form is to be completed to ensure compliance with the levy limits established in State Statute Section 77-3442. The levy limit applicable to municipalities is 45 cents plus 5 cents for interlocal agreements.

State Statute Section 86-416 allows for a special tax to fund Public Safety Communication projects, the tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included as Bonded Indebtedness on Line 7 above.

A municipality may exceed the limits in State Statute Section 77-3442 by completing the requirements of State Statute Section 77-3444 (Election or Townhall Meeting). **If an amount is entered on Line 21, a sample ballot and election results MUST be submitted with budget. If voter approved override was completed at a Townhall Meeting, minutes of that meeting, and a list of registered voters in the municipality must be submitted.** Please refer to the statutes to ensure all requirements are met.

CITY OF CRETE  
IN  
Saline County, Nebraska

**NOTICE OF ADOPTED BUDGET DIFFERENT FROM PROPOSED**

In compliance with the provisions of State Statute Sections 13-501 to 13-513, the governing body met on the 31st day of August 2021, at 6:00 PM o'clock at 243 East 13th Street for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the proposed budget. After calculation and entry errors were corrected, the following budget was adopted at the September 7, 2021 regular meeting. The budget detail is available at the office of the Clerk during regular business hours.

	<i>Adopted</i>	<i>Proposed</i>
2019-2020 Actual Disbursements & Transfers	\$ <b>29,231,579.00</b>	\$ 28,049,030.00
2020-2021 Actual/Estimated Disbursements & Transfers	\$ <b>24,965,279.00</b>	\$ 21,527,279.00
2021-2022 Proposed Budget of Disbursements & Transfers	\$ 35,779,000.00	\$ 35,779,000.00
2021-2022 Necessary Cash Reserve	\$ <b>13,467,493.00</b>	\$ 17,000,042.00
2021-2022 Total Resources Available	\$ <b>49,246,493.00</b>	\$ 52,779,042.00
Total 2021-2022 Personal & Real Property Tax Requirement	\$ 1,398,850.00	\$ 1,398,850.00
Unused Budget Authority Created For Next Year	\$ 2,541.69	\$ 2,541.69

**Breakdown of Property Tax:**

Personal and Real Property Tax Required for Non-Bond Purposes	\$ 1,198,850.00	\$ 1,198,850.00
Personal and Real Property Tax Required for Bonds	\$ 200,000.00	\$ 200,000.00

**NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST**

in compliance with the provisions of State Statute Section 77-1601.02, the governing body met on the 31st day of August 2021, at 6:00 PM o'clock, at 243 East 13th Street for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request. **With no changes**, the following was adopted at the September 7, 2021 regular meeting.

	2020	2021	Change
Operating Budget	34,383,000.00	35,779,000.00	4%
Property Tax Request	\$ 1,414,000.00	\$ 1,398,850.00	-1%
Valuation	293,778,066	329,028,496	12%
Tax Rate	0.489826	0.425146	-13%
Tax Rate if Prior Tax Request was at Current Valuation	0.429750		



Projected Outstanding Bonded Indebtedness as of October 1, 2021

	Term	Initial Principal	Current Principal	Current Interest	Total	Annual Payments	Payment Source
Lease Purchase (Electric Transmission Line)	2026	\$1,230,000.00	\$765,000.00	\$61,693.75	\$826,693.75	\$140,000.00	Electric rates
USDA Loans (Sewer Treatment Plant)	2037	\$11,726,000.00	\$9,680,666.28	\$1,415,880.18	\$11,096,546.46	\$695,000.00	Sewer rates
2019 Highway Allocation Bonds	2034	\$995,000.00	\$940,000.00	\$214,452.50	\$1,154,452.50	\$83,500.00	Highway allocations
2017 LB357 Bonds (Library)	2042	\$4,335,000.00	\$3,760,000.00	\$1,440,441.26	\$5,200,441.26	\$248,000.00	LB357 Sales tax
Lease Purchase (Swimming Pool)	2021	\$1,357,000.00	\$0.00	\$0.00	\$0.00	\$0.00	LB840 Sales tax
2021 BAN (Gap Paving)	2024	\$950,000.00	\$950,000.00	\$12,813.13	\$962,813.13	\$4,275.00	Property tax
2018 BAN (13th Street Bridge)	2021	\$415,000.00	\$0.00	\$0.00	\$0.00	\$0.00	Property tax
2018 GO VP (Street BANs 14-15)	2032	\$870,000.00	\$715,000.00	\$133,981.25	\$848,981.25	\$72,000.00	Property tax
2014 GO VP (01, 04, 09 Refunding)	2025	\$2,250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	Property tax
2021 GO VP (01, 04, 09, 14 Refunding)	2027	\$1,150,000.00	\$1,150,000.00	\$21,975.28	\$1,171,975.28	\$200,000.00	Property tax
<b>Total</b>		<b>\$25,278,000.00</b>	<b>\$17,960,666.28</b>	<b>\$3,301,237.35</b>	<b>\$21,261,903.63</b>	<b>\$1,442,775.00</b>	

Cover Page \$ 17,960,666.28 \$ 3,301,237.35

Added after hearing

Beginning Balances Audited September 30, 2019 Audited September 30, 2020 Estimated September 30, 2021

	Total	Total	Total
Tax Fund Operations	\$2,949,888.00		
Tax Fund Others	\$4,434,819.00		
General Funds		\$1,895,713.00	\$2,915,339.00
Police Department		\$430,889.00	\$549,854.00
Fire & Rescue Department		\$321,152.00	\$419,892.00
Street Fund		\$888,147.00	\$1,046,566.00
Public Works		\$699,567.00	\$1,643,249.00
Cemetery		\$213,347.00	\$236,585.00
Cultural & Recreation		\$481,089.00	\$437,713.00
Community Development		\$1,151,794.00	\$1,308,905.00
Bond Fund	\$421,910.00	\$345,307.00	\$347,276.00
Revenue Funds	\$9,503,911.00	\$9,793,908.00	\$12,002,040.00
Miscellaneous Funds	\$252,018.00	\$94,450.00	\$279,911.00
Sub Total	\$17,562,546.00	\$16,315,363.00	\$21,187,330.00

County Treasurer's Balance \$75,410.00 \$61,892.00 \$70,000.00

Total \$17,637,956.00 \$16,377,255.00 \$21,257,330.00

Receipts - Page 2 \$ 17,637,956.00 \$ 16,377,255.00 \$21,257,330.00

**RESOLUTION NO. 2021-10**

**A RESOLUTION OF THE CITY OF CRETE, NEBRASKA SETTING THE AMOUNT OF PROPERTY TAX REQUEST FOR FISCAL YEAR 2021-2022.**

WHEREAS, the total assessed value of property in Crete, Nebraska differs from last year’s total assessed value by 12.00%;

WHEREAS, the tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be \$0.42975 per \$100 of assessed value;

WHEREAS, the City Council of the City of Crete, Nebraska seeks to adopt a property tax request that will cause its tax rate to be \$0.425146 per \$100 of assessed value;

WHEREAS, based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Crete, Nebraska will exceed last year’s by 4.06%; and,

WHEREAS, a special public hearing was held as required by law, after proper notice, to hear and consider comments concerning the property tax request and the City of Crete determined the appropriate property tax request for the upcoming fiscal year.

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

**Section 1.** That the 2021-2022 property tax request be set at:

City of Crete General Fund	\$ 1,198,850
City of Crete Bond Fund	\$ 200,000
City of Crete Airport General Fund	\$ 0
City of Crete Airport Bond Fund	\$ 25,275

**Section 2.** That the City Clerk certify and forward a copy of this resolution to the Saline County Clerk prior to October 15, 2021:

PASSED AND ADOPTED the 7th day of September 2021 by the following vote:

	Yea	Nay	Abst		Yea	Nay	Abst
Councilmember T. Sears				Councilmember K. Frans			
Councilmember D. Papik				Councilmember R. Hinz			
Councilmember D. Strehle				Councilmember J. Oelschlager			

\_\_\_\_\_  
Mayor

ATTEST:

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

**ORDINANCE NO. 2137**

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA ADOPTING THE APPROVED BUDGET STATEMENT AS THE ANNUAL APPROPRIATION BILL AND APPROPRIATING SUMS FOR NECESSARY EXPENSES AND LIABILITIES.**

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

**Section 1.** That, after complying with all procedures required by law, the budget presented and set forth in the approved budget statement is hereby adopted as the Annual Appropriation Bill for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

**Section 2.** That all sums of money contained in the Annual Appropriation Bill are hereby appropriated for the necessary expenses and liabilities of the City of Crete, Nebraska.

**Section 3.** That a copy of the Annual Appropriation Bill be forwarded as provided by law to the Nebraska Auditor of Public Accounts and to the Saline County Clerk for use by the levying authority.

**Section 4.** 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 5.** 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 6.** 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 September 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

## ORDINANCE NO. 2138

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA SETTING THE WAGES AND SALARIES OF CITY OFFICERS AND NON-BARGAINING UNIT EMPLOYEES OF THE CITY OF CRETE.**

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

**Section 1.** That the wages and salaries of non-bargaining unit officers and employees of the City shall be no more than the amounts set forth for each job position/classification in **Exhibit A**, which is attached hereto and incorporated herein as though set out in full, and that all wages and salaries shall be payable in a manner set by the Mayor and City Council.

**Section 2.** That all non-bargaining unit officers and employees that receive an hourly wage and are currently earning more than allowed under the maximum amount for their job position/classification shall continue to be paid at the hourly rate received as of the date of passage of this ordinance until further action of the City Council.

**Section 3.** That, where a wage or salary range is provided for in **Exhibit A** or where the job position/classification has wage or salary steps, the wage or salary paid to each individual city officer or non-bargaining unit employee shall be established by the Mayor after due consideration of the recommendations of the City Administrator, department heads, and the guidelines contained in the Personnel Rules and Regulations.

**Section 4.** That all eligible, non-bargaining unit officers' or employees' wages or salaries, with the exception of elected officials and part-time non-bargaining unit employees, shall also include an additional seven percent (7%) for payment into the officers' or employees' pension plan.

**Section 5.** That a cost-of-living increase of three percent (3%) is included in all of the wages and salaries set forth in **Exhibit A**.

**Section 6.** That wage or salary bonuses, as provided for in the Personnel Rules and Regulations, may be awarded to each city officer or non-bargaining unit employee based upon performance or other criteria, which would be in addition to any amounts set in this ordinance or that may have been implemented by the Mayor.

**Section 7.** 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 8.** 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 9.** 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 October 4, 2021.

PASSED AND ENACTED the 7th day of September 2021.

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Mayor

ATTEST:

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City Clerk

**ORDINANCE 2138**

**EXHIBIT A**

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

**SALARIED POSITIONS**

<b>APPOINTED OFFICERS</b>	Max. Salary Per Biweekly Pay Period
City Administrator	\$ 5,609.83
City Attorney	\$ 4,872.29
City Clerk	\$ 3,176.54
City Treasurer/Director of Finance	\$ 3,418.94
Community Assistance Director	\$ 2,264.37
Director of Economic Development	\$ 3,161.66
Director of Human Resources	\$ 2,673.61
Director of Parks & Recreation	\$ 3,240.73
Director of Public Works	\$ 4,516.08
Fire Chief	\$ 430.33
Library Director	\$ 2,671.47
Police Chief	\$ 3,746.65
SSAR Report Preparation	1/4 Annual State Incentive Payment
Street Superintendent	3/4 Annual State Incentive Payment

<b>NON-APPOINTED EMPLOYEES</b>	Max. Salary Per Biweekly Pay Period
Ambulance Administrator	\$ 329.32
Assistant Fire Chief	\$ 258.19
Building Inspector	\$ 2,616.62
Economic Development Coordinator	\$ 2,198.42
Electric Superintendent	\$ 3,476.80
Human Resource Coordinator	\$ 2,198.42
IT Coordinator	\$ 2,942.16
Media Specialist	\$ 1,808.80
Police Lieutenant	\$ 2,846.22
Street Supervisor	\$ 2,413.26

**HOURLY POSITIONS**

<b>CITY ADMINISTRATION</b>	1	2	3	4	5	6	7	8
Administrative Assistant	\$14.91	\$15.82	\$16.73	\$17.62	\$18.53	\$19.44	\$20.34	\$21.24
Deputy City Clerk	\$20.95	\$22.00	\$23.05	\$24.10	\$25.15	\$26.20	\$27.25	\$28.30
Purchasing Clerk	\$18.16	\$19.12	\$20.08	\$21.05	\$22.01	\$22.97	\$23.93	\$24.90

<b>FIRE &amp; RESCUE</b>	1	
Ambulance Attendant	\$23.23	
Ambulance Maintenance	\$16.50	
Firefighter Call Response	\$8.00	per call
Officer Call Response	\$10.00	per call

**ORDINANCE 2138**

**EXHIBIT A**

	1	2	3	4	5	6	7	8
<b>LIBRARY</b>								
Assistant Director	\$19.12	\$20.55	\$21.98	\$23.41	\$24.84	\$25.73	\$26.62	\$27.51
Children's Librarian	\$17.06	\$17.95	\$18.84	\$19.73	\$20.62	\$21.51	\$22.40	\$23.29
Librarian	\$17.06	\$17.95	\$18.84	\$19.73	\$20.62	\$21.51	\$22.40	\$23.29
Library Clerk	\$14.88	\$15.54	\$16.20	\$16.86	\$17.52	\$18.17	\$18.83	\$19.49
<b>PARKS AND RECREATION</b>								
Parks Groundskeeper II	\$19.59	\$20.46	\$21.32	\$22.18	\$23.04	\$23.90	\$24.76	\$25.63
Parks Groundskeeper I	\$16.14	\$16.91	\$17.69	\$18.45	\$19.22	\$19.99	\$20.75	\$21.53
Parks Seasonal Laborer	\$9.27	\$9.56	\$9.86	\$10.15	\$10.45	\$10.74	\$11.04	\$11.33
Pool Cashiers	\$9.27	\$9.56	\$9.86	\$10.15	\$10.45	\$10.74	\$11.04	\$11.33
Pool Lifeguards	\$9.79	\$10.08	\$10.37	\$10.67	\$10.96	\$11.26	\$11.55	\$11.85
Pool Manager	\$12.77	\$13.14	\$13.52	\$13.91	\$14.29	\$14.68	\$15.06	\$15.44
Pool Manager - Assistant	\$11.77	\$12.12	\$12.49	\$12.85	\$13.25	\$13.51	\$13.85	\$14.20
Referees/Coaches	\$11.85							
<b>POLICE</b>								
Administrative Assistant	\$14.91	\$15.82	\$16.73	\$17.62	\$18.53	\$19.44	\$20.34	\$21.24
Code Enforcement Officer	\$18.16	\$19.12	\$20.08	\$21.05	\$22.01	\$22.97	\$23.93	\$24.90
<b>PUBLIC WORKS</b>								
<b>ADMINISTRATION</b>								
Admin Asst/Asst Office Manager	\$18.16	\$19.12	\$20.09	\$21.04	\$22.01	\$22.97	\$23.94	\$24.90
Bookkeeper	\$14.91	\$15.82	\$16.73	\$17.62	\$18.53	\$19.44	\$20.34	\$21.24
Customer Service Rep.	\$19.59	\$20.83	\$22.08	\$23.32	\$24.57	\$25.81	\$27.05	\$28.29
GIS Technician	\$17.54	\$18.35	\$19.18	\$20.00	\$20.82	\$21.65	\$22.46	\$23.29
Janitor	\$13.23	\$13.68	\$14.12	\$14.56	\$15.01	\$15.45	\$15.90	\$16.35
Office Manager	\$21.40	\$22.42	\$23.44	\$24.46	\$25.48	\$26.50	\$27.52	\$28.54
Transfer Station Attendant	\$15.25	\$16.00	\$16.76	\$17.50	\$18.25	\$19.00	\$19.75	\$20.51
Additional Duty	\$0.61	\$0.96	\$1.30	\$1.64	\$1.98	\$2.33	\$2.67	\$3.01
Meter Reader	\$0.38	per meter						
<b>CEMETERY</b>								
Cemetery Sexton	\$20.46	\$21.43	\$22.40	\$23.38	\$24.35	\$25.33	\$26.30	\$27.27
Seasonal Laborer	\$11.62	\$11.93	\$12.25	\$12.57	\$12.89	\$12.89	\$12.89	\$12.89
<b>ELECTRIC</b>								
Electric Foreman	\$28.83	\$30.03	\$31.23	\$32.42	\$33.62	\$34.82	\$36.02	\$37.21
Electric Groundman	\$20.46	\$21.43	\$22.40	\$23.38	\$24.35	\$25.33	\$26.30	\$27.27
Electric Lineman I	\$26.43	\$27.53	\$28.63	\$29.75	\$30.85	\$31.95	\$33.06	\$34.17
Electric Lineman II	\$22.80	\$23.73	\$24.66	\$25.59	\$26.51	\$27.44	\$28.37	\$29.29
Power Plant Operator	\$23.94	\$24.81	\$25.69	\$26.55	\$27.43	\$28.30	\$29.18	\$30.06
Power Plant Superintendent	\$27.73	\$28.82	\$29.92	\$31.02	\$32.11	\$33.21	\$34.30	\$35.40
<b>STREET</b>								
Street Foreman	\$22.80	\$23.73	\$24.66	\$25.59	\$26.51	\$27.44	\$28.37	\$29.29
Street Operator	\$20.46	\$21.43	\$22.40	\$23.38	\$24.35	\$25.33	\$26.30	\$27.27

**ORDINANCE 2138  
EXHIBIT A**

WASTEWATER								
Wastewater Lead Operator	\$25.56	\$26.86	\$28.16	\$29.46	\$30.76	\$32.06	\$33.36	\$34.66
Wastewater Operator	\$19.31	\$20.24	\$21.18	\$22.11	\$23.04	\$23.97	\$24.90	\$25.83
Wastewater Superintendent	\$29.60	\$30.84	\$32.08	\$33.32	\$34.56	\$35.80	\$37.03	\$38.27
WATER								
Water Foreman	\$24.29	\$25.50	\$26.72	\$27.95	\$29.17	\$30.40	\$31.61	\$32.84
Water Operator	\$18.46	\$19.86	\$21.27	\$22.67	\$24.08	\$25.48	\$26.89	\$28.29
Water Superintendent	\$24.66	\$25.96	\$27.25	\$28.55	\$29.85	\$31.15	\$32.45	\$33.74



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## CRETE AIRPORT AUTHORITY MEETING

April 15, 2021 at 8:15 AM

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

Zoraida Ramos: Absent

Anthony Fitzgerald: Present

Kirk Keller: Present

Howard Nitzel: Present

Blaine Spanjer: Present

Present: 4, Absent: 1.

#### 3. Petitions - Communications - Citizen Concerns

##### 4. Items of Business

##### 4.A. Consider adopting the resolution approving and authorizing the Chairman to sign, the Agency Agreement for Grant 3-31-0022-016-2021

More relief funds have been made available. They may be able to be used on repairs.

Introduce and adopt Resolution approving and authorizing the Chairperson to sign the Agency Agreement with NDA for Grant 3-31-0022-016-2021 Carried with a motion by Kirk Keller and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Kirk Keller: Aye, Howard Nitzel: Aye, Blaine Spanjer: Aye  
Aye: 4, No: 0

#### **4.B. Consider approving roof repairs for Hangar #3.**

The 2 quotes were reviewed and the lower price would be presented for approval.

Approve the quote from Krieser for Hangar #3 roof repairs for a cost of \$12,323 Carried with a motion by Kirk Keller and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Kirk Keller: Aye, Howard Nitzel: Aye, Blaine Spanjer: Aye  
Aye: 4, No: 0

#### **4.C. Review and consider a quote for propane line repairs by MidCon Underground for \$1,800.**

It is promising that natural gas may be available at the airport sometime in the future, but probably not before heaters are needed in Hangar #2, so repairing the propane line is required until the natural gas can be installed.

Approve a quote from Mid-Com Underground for propane line repairs at a cost of \$1,800 Carried with a motion by Kirk Keller and a second by Anthony Fitzgerald.

Anthony Fitzgerald: Aye, Kirk Keller: Aye, Howard Nitzel: Aye, Blaine Spanjer: Aye  
Aye: 4, No: 0

#### **4.D. Review and consider a quote by IES Commercial Inc. to make runway light repairs for \$10,899.90.**

These repairs have been needed for some time and required several transformers. Bulb replacement can be done in house. All lights are now functioning again.

Approve payment of the repairs of \$10,899.90 made by IES on runway lights Carried with a motion by Howard Nitzel and a second by Kirk Keller.

Anthony Fitzgerald: Aye, Kirk Keller: Aye, Howard Nitzel: Aye, Blaine Spanjer: Aye  
Aye: 4, No: 0

### **5. Officers' Reports**

#### **5.A. Airport Manager Report**

Chris Carr of Olsson reported on the timeline of construction for the fuel tanks and pumps. Hackel will begin concrete work on September 1st with total completion around November 1st. Removing old tanks will be addressed later. A pre-construction meeting will be held at the airport August 23rd in the morning.

#### **5.B. Authority Chair and Member Reports**

Chairperson Spanjer requested updates on the following:

- Skydiver's leases - have not been signed, Keller and Wilcox will get in touch with City Attorney.
- Hangar #3 lease - has not been signed, Keller and Wilcox will get in touch with City Attorney.

- Insurance certificate letter - has not been sent, Wilcox will prepare
- No plane in hangar letter - has not been sent, Wilcox will prepare

## **6. Consent Agenda**

Approve the consent agenda items as presented Carried with a motion by Howard Nitzel and a second by Kirk Keller.

Anthony Fitzgerald: Aye, Kirk Keller: Aye, Howard Nitzel: Aye, Blaine Spanjer: Aye  
Aye: 4, No: 0

### **6.A. Approve Meeting Minutes**

### **6.B. Accept the City Treasurer's Report**

### **6.C. Approve the Payment of Claims Against the Airport Authority**

## **7. Adjournment**

Adjourned at 9:30 AM.