

Crete City Council Regular Meeting
Tuesday, October 6, 2020 6:00 PM
Crete City Hall Council Chambers
243 E 13th Street
Crete, NE 68333

1. Open Meeting

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

Please stand for the Pledge of Allegiance.

2. Roll Call

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

3. Consent Agenda

All items listed on the consent agenda will be approved by one motion and vote. No separate discussion of these items will occur unless the Mayor, a Councilmember, or a citizen so requests. If such a request is made, the item will be moved out of the consent agenda and considered separately.

A. Approve Meeting Minutes

1. Legislative and Economic Development Committee meeting minutes of September 15, 2020.
2. Parks and Recreation Committee meeting minutes of September 15, 2020.
3. Public Works Committee meeting minutes of September 1, 2020.
4. City Council meeting minutes of September 15, 2020.
5. City Council Special Meeting minutes of September 28, 2020.

B. Accept the City Treasurer's Report

C. Approve the Payment of Claims Against the City

4. Items of Business

Action may be taken to discuss/limit discussion, to hear testimony in favor of or in opposition to, and to approve or disapprove any matter presented under this title.

- A. Public Hearing on Fairfield Inn's request for a Class C liquor license.
Class C: Beer, Wine, Distilled Spirits, On and Off Sale
- B. Consider approving Fairfield Inn's request for a Class C liquor license.
Class C: Beer, Wine, Distilled Spirits, On and Off Sale
- C. Public Hearing on Crystal's Bakery's request for a Class D liquor license.
Class D: Beer, Wine, Distilled Spirits, Off Sale Only
- D. Consider approving Crystal's Bakery's request for a Class D liquor license.
Class D: Beer, Wine, Distilled Spirits, Off Sale Only
- E. Consider adopting Resolution 2020-25: A Resolution Authorizing the Mayor to sign NDOT Supplemental Program Agreement for the Tuxedo Park Bridge Project.

- F. Consider adopting Resolution 2020-26: A Resolution authorizing the Mayor to sign the Preliminary Engineering Services Agreement No. 2 between the City and Alfred Benesch & Company.
- G. Consider approving Cather & Sons Change Order #1 for an increase of \$18,319 for adding milling and asphalt overlay on Forest Ave, approving their Final Pay Application for \$84,225, and authorizing the signing of their Certificate of Substantial Completion.
- H. Consider awarding the bid for the construction of the Belohlavy Addition lift station and force main.
- I. Consider approving BVH Architecture's request for an increase of \$9,900 in design fees for additional services related to a new acoustical wall around the Library chiller unit.
- J. Consider adopting Resolution 2020-27: A Resolution granting Saline Medical Plaza, LLC a special exception permit for 830 East 1st Street.
- K. Consider adopting Resolution 2020-28: A Resolution granting Dittmer & Dittmer a special exception permit for 1606 West 12th Street.
- L. Consider granting Saline County Area Transit's request for funding allocation.
- M. Consider entering into the Nebraska State Patrol Software Sharing Agreement.
- N. Consider entering into the Bridge Behavioral Health Contract to provide emergency detoxification services to the Police Department.
- O. Consider entering into the Saline County Rural Fire Protection Contract.
- P. Consider adopting Resolution 2020-29: A Resolution restricting parking on the north side of West Thirteenth Street near Quince Avenue.
- Q. Consider confirming the Mayor's appointment of Kathy Statsny to the Cemetery Board.

5. Petitions - Communications - Citizen Concerns

- Citizen testimony may be limited to 3 minutes per person.
- Please do not repeat testimony that has already be heard.

No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

6. Officers' Reports

- Reports may be given by Officers, Departments, Committees, or Councilmembers concerning the current operations of the City.

No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

7. Adjournment

If there is no further business for the Council to consider, the Mayor may declare the meeting adjourned.

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not

requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.

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

CITY OF CRETE, NEBRASKA
CITY COUNCIL LEGISLATIVE DEVELOP COMMITTEE
MEETING MINUTES OF SEPTEMBER 15, 2020

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

Committee Member Jack Oelschlager called the meeting to order at 5:33pm.

2. Roll Call

Ryan Hinz: Absent
Kyle Frans: Present
Jack Oelschlager: Present
Present: 2, Absent: 1.

Also present: City Administrator Tom Ourada, City Clerk Judi Meyer, Finance Director Jerry Wilcox, City Attorney Kyle Manley, other City Council Members, Mayor Bauer, members of the public.

3. Items of Business

3.A. Consider providing a recommendation to the City Council on giving notice to the current Keno Operator of the City's intention to rebid the Keno contract. Table Keno contract discussion to the next regular meeting and direct the City Attorney to provide notice to the current Keno operator of the City's decision to not renew the contract so that the City may review its options. Carried with a motion by Kyle Frans and a second by Jack Oelschlager.

Kyle Frans: Aye, Jack Oelschlager: Aye
Aye: 2, No: 0

4. Officers' Reports

Tom Ourada reported that the DTR application was submitted to NDED.

5. Adjournment

The meeting was adjourned at 5:43pm.

Recorded by City Clerk Judi Meyer

**CITY OF CRETE, NEBRASKA
CITY COUNCIL PARKS & RECREATION COMMITTEE
MEETING MINUTES OF SEPTEMBER 15, 2020**

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

Committee Chair Kyle Frans called the meeting to order at 5:13pm.

2. Roll Call

Kyle Frans: Present

Jack Oelschlager: Present

Dale Strehle: Present

Present: 3. Absent: 0.

Also present: City Administrator Tom Ourada, City Clerk Judi Meyer, Finance Director Jerry Wilcox, City Attorney Kyle Manley, other City Council Members, Mayor Bauer, members of the public.

3. Items of Business

3.A. Review Armory Park rules and discuss access and amenity options.

Direct City Administrator to not proceed with fencing around Armory Park. Carried with a motion by Dale Strehle and a second by Jack Oelschlager.

Kyle Frans: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye

Aye: 3, No: 0

3.B. Consider financing options and timelines for splashpad reconstruction with the possibility of a LWCF grant award.

Table action regarding the Wildwood Pool splashpad until the LWCF grant notification is received. Carried with a motion by Dale Strehle and a second by Jack Oelschlager.

Kyle Frans: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye

Aye: 3, No: 0

LWCF notifications are anticipated for January 2021.

4. Officers' Reports

Council Member Jack Oelschlager reported that the Nestle Pet Pride day will include Nestle employee volunteers assisting with improvements at the dog park and City Park.

5. Adjournment

The meeting was adjourned at 5:31pm.

Recorded by City Clerk Judi Meyer



Public Works Committee Meeting
September 1, 2020
5:00 p.m.
Crete Public Library Community Room

Roll Call:

Committee Members Present:

Dale Strehle
Brian Carnes
Travis Sears

Others Present:

Tom Ourada, City Administrator
Dave Bauer, Mayor
Kyle Frans, Council Person
Jerry Wilcox, Finance Dir.
Mike Kalkwarf, IT Director
Jack Oelschlager, Council Person
Judi Meyer, City Clerk
Ryan Hinz, Council Person
Kyle Manley, City Attorney
Aaron Steffensmeier, Park & Rec
Telisha Carnes, Administrative Asst.

Special Order of Business

A. 2020 GAP Paving:

Tom informed the committee that he has submitted his thoughts and requests regarding the proposal but has not received a response regarding the 2020 Gap Paving Project.

B. Stop Signs at 15th & Forest:

Tom discussed that the flags placed on the existing stop signs located at 15th and Forest appeared to have accomplished the job they were intended.

C. New Rate for Downtown Parking Lot :

Tom discussed the revolving issue with the downtown parking and how to minimize this issue. Adjusting the rate of the downtown parking lot was considered along with the possibility of limiting parking to one side near the downtown. After discussion, a motion was made by Brian to recommend to the council to charge \$10 for the new upcoming rock parking lot and \$25 for paved. Travis seconded the motion. All in favor: Brian, yes; Travis, yes; Dale, yes. Motion passed

D. Tuxedo Bridge Project Agreement and Contract Award:

The State of Nebraska, Department of Transportation received five bids relating to the Tuxedo Bridge Project. Bids started as high as \$1,593,807.75 with Dixon Construction to as low as \$1,290,904.65 with K2 Real Estate Development, LLC. The State of Nebraska has chosen to contract with K2 Real Estate Development, LLC. Brian made a motion to make a recommendation to the City Council regarding Resolution 2020-21, Tuxedo Bridge Project Agreement and Contract Award. Travis seconded the motion. All in favor: Brian, yes; Travis, yes; Dale, yes. Motion passed

E. Tuxedo Bridge Professional Services Agreement Supplement #3:

Tom explained that this is an agreement between The City of Crete and the Engineer. The document provided is an agreement stating that we agree to the scope of services and fees for completing the NEPA. Travis made a motion to recommend Resolution 2020-22 Tuxedo Park Bridge Professional

Services Agreement Supplement #3 to the City Council. Brian seconded the motion. All in favor: Brian, yes; Travis, yes; Dale, yes. Motion passed

F. Belohlavy Estates Lift Station:

Tom informed the council the new lift station would service Dana Point Development and would also service future developments in this area. The City of Crete would only be responsible for a third of the listed price. A motion was made by Travis to proceed with the recommendation to the City Council for approval of Belohlavy Estates Lift Station engineering estimates of \$381, 300. Brian seconded the motion. All in favor: Brian, yes; Travis, yes; Dale, yes. Motion passed

G. Belohlavy Estates Lift Station:

Tom discussed the process and time line of setting a letting date. After discussion, Travis made a motion to make a recommendation to the City Council to approve the project manual and drawings, to authorize advertisement for bids, and setting a letting date of October 1st, 2020 at 11:00 a.m. for Belohlavy Estates Lift Station Project.

H. 1146 Linden Ave:

Tom explained the ongoing process leading up to the contract of purchase of 1146 Linden. After discussion, a motion was made by Travis to proceed with recommendation to the City Council regarding the contract of purchase for 1146 Linden Ave to the City Council. Brian seconded the motion. All in favor: Brian, yes; Travis, yes; Dale, yes. Motion passed

I. Iris Ave:

It was brought to the council's attention that the speed limit south of 13th on Iris has remand at 30mph and was not change to 25mph after this area was developed into residential. Travis made a motion to make recommend to the City Council to change the speed limit on Iris south of 13th to Arthur from 30mph down to 25mph. Brian seconded the motion. All in favor: Brian, yes; Travis, yes; Dale, yes. Motion passed

J. Cruise Night & Pumpkin Festival Activities:

The council discussed any and all concerns regarding Cruise Night and Pumpkin Festival. We will be entering phase 4 in the middle of September and activities such as these are accepted. Another subject brought up for discussion was painting the pumpkin on Main Street. After much discussion Travis made a motion to move forward with recommending approval for Cruise Night scheduled for October 3rd from 6:30 pm – 8:00pm and Pumpkin Fest activities, downtown, scheduled October 4th 12:00 pm – 5:00pm. Also decided was to consider a trial run for painting the pumpkin on Main Street. All under the condition that DHM allows for this type of events. Brian seconded the motion. All in favor: Brian, yes; Travis, yes; Dale, yes. Motion passed

Officer's Report

Adjournment

Meeting Adjourned at 5:42 p.m.

Dale Strehle, Chairman

**CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING
MINUTES OF SEPTEMBER 15, 2020**

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

Mayor Dave Bauer called the meeting to order at 6:00pm.

2. Roll Call

Brian Carnes: Absent
Ryan Hinz: Absent
Kyle Frans: Present
Jack Oelschlager: Present
Travis Sears: Present
Dale Strehle: Present

Present: 4, Absent: 2.

3. Consent Agenda

Approve the Consent Agenda items. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

3.A. Approve Meeting Minutes

3.A.1. Legislative and Economic Development meeting minutes of September 1, 2020.

3.A.2. Parks and Recreation meeting minutes of September 1, 2020.

3.A.3. City Council meeting minutes of September 1, 2020.

3.A.4. City Council Special Meeting Minutes of September 8, 2020.

3.B. Accept the City Treasurer's Report

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

4. Items of Business

4.A. Public Hearing on Dittmer application for a special exception permit to allow a church at 1606 W 12th Street.

Open Public Hearing regarding Dittmer & Dittmer application for special use exception. Carried with a motion by Travis Sears and a second by Jack Oelschlager. Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

Close Public Hearing. Carried with a motion by Travis Sears and a second by Jack Oelschlager.

Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

The Public hearing was opened at 6:02pm. The Public Hearing was closed at 6:08pm. No public comments were received.

4.B. Consider approving Dittmer request for a special exception permit.

Instruct City Attorney to prepare an ordinance regarding Dittmer and Dittmer application for special use exception for the October 6, 2020 City Council meeting. Carried with a motion by Travis Sears and a second by Dale Strehle.

Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.C. Public Hearing on Saline Medical Plaza application for a special exception permit to allow medical offices and a day care at 830 E. 1st Street.

Open Public Hearing regarding Saline Medical Plaza application for special use exception. Carried with a motion by Travis Sears and a second by Jack Oelschlager. Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

Close Public Hearing. Carried with a motion by Dale Strehle and a second by Jack Oelschlager.

Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

The Public Hearing was opened at 6:09pm. The Public Hearing was closed at 6:16pm. No public comments were received.

4.D. Consider approving Saline Medical Plaza request for a special exception permit.

Instruct City Attorney to prepare an ordinance regarding Saline Medical Plaza application for special use exception for the October 6, 2020 City Council meeting. Carried with a motion by Travis Sears and a second by Kyle Frans.

Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.E. Public Hearing on Crystal's Bakery application for a Class D liquor license. Open Public Hearing regarding Crystal's Bakery request for Class D liquor license. Carried with a motion by Travis Sears and a second by Dale Strehle.

Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

Close Public Hearing. Carried with a motion by Travis Sears and a second by Kyle Frans.

Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

The Public Hearing was opened at 6:17pm. The Public Hearing was closed at 6:18pm. No public comments were received.

4.F. Consider approving Crystal's Bakery request for a Class D liquor license. Table action on Crystal's Bakery request for Class D liquor license to the October 6, 2020 City Council meeting. Carried with a motion by Travis Sears and a second by Kyle Frans.

Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.G. Consider confirming the Mayor's reappointment of Jan Sears to the Library Board.

Confirm Mayor's reappointment of Jan Sears to the Library Board. Carried with a motion by Travis Sears and a second by Jack Oelschlager.

Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.H. Consider confirming the Mayor's appointment of Pam Busboom to the Cemetery Board.

Confirm Mayor's appointment of Pm Busboom to the Cemetery Board. Carried with a motion by Travis Sears and a second by Jack Oelschlager.

Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.I. Consider approving Crete Chamber of Commerce's request for a prohibited animal exception permit to hold a petting zoo during the Pumpkin Festival.

Approve Crete Chamber of Commerce request for Prohibited Animal Exception for petting zoo during the Pumpkin Festival. Carried with a motion by Travis Sears and a second by Jack Oelschlager.

Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.J. Review consultant design proposal for gap paving projects and consider authorizing City Administrator to proceed with the projects.

Approve JEO design proposal and proposed gap paving projects for 2021 and authorize City Administrator to proceed. Carried with a motion by Dale Strehle and a second by Kyle Frans.

Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.K. Consider providing notice to the current Keno Operator of the City's intention to rebid the Keno contract.

Do not approve automatic renewal of Keno operator contract in order to review options for next year Carried with a motion by Jack Oelschlager and a second by Kyle Frans.

Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.L. Consider enacting Ordinance 2113: An ordinance setting the wages and salaries of non-bargaining unit city officers and employees for Fiscal Year 2020-2021.

Introduce Ordinance 2113 setting wages and salaries of non-bargaining unit city officers and employees for FY 2020-21 and waive the requirement of reading on three different days. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA SETTING THE WAGES AND SALARIES OF NON-BARGAINING UNIT OFFICERS AND EMPLOYEES OF THE CITY OF CRETE. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA

The motion to suspend the rules was adopted by three-fourths of the council present and the statutory rule was declared suspended for consideration of said ordinance. Mayor Dave Bauer then stated the question, "Shall Ordinance No. 2113 be passed and adopted?"

Adopt Ordinance 2113. Carried with a motion by Dale Strehle and a second by Travis Sears.

Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 4, No: 0

The passage and adoption of said ordinance having been concurred in by a majority of all members of the City Council, Mayor Bauer declared the ordinance duly passed and adopted as an ordinance of the City of Crete, Nebraska.

5. Petitions - Communications - Citizen Concerns

Russ Sears presented information about revised painting projects to be completed by art students for Pumpkin Festival.

6. Officers' Reports

Library Director Joy Stevenson reported that the library will begin conducting story time outdoors in the park area. Council Member Dale Strehle thanked the Crete PD for providing officers to help with traffic during the Lincoln police officer funeral services. City Administrator Tom Ourada reported that demolition of 1146 Linden will begin soon and summarized the recent CLG informational meeting. Mayor Dave Bauer announced that beginning with the October 6, 2020 meeting, council and committees will be convened at City Hall. Masks will still be required and public seating will be reduced. Mayor Bauer also announced that there will be a special meeting on Sept. 28, 2020 at 5:00pm.

7. Adjournment

The meeting was adjourned at 6:48pm.

Mayor

(SEAL)

City Clerk

I, Judi Meyer, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current

and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk

(S E A L)

**CITY OF CRETE, NEBRASKA
CITY COUNCIL SPECIAL MEETING
MINUTES OF SEPTEMBER 28, 2020**

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.

1. Open Meeting

Mayor Dave Bauer called the meeting to order at 5:00pm.

2. Roll Call

Kyle Frans: Present via Zoom meeting so ineligible to vote
Travis Sears: Absent
Brian Carnes: Present
Ryan Hinz: Present
Jack Oelschlager: Present
Dale Strehle: Present
Present: 4, Absent: 2.

3. Consent Agenda

Approve the Consent Agenda items. Carried with a motion by Dale Strehle and a second by Jack Oelschlager.

Brian Carnes: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 4, No: 0

3.A. Accept the City Treasurer's Report

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

4. Items of Business

4.A. Consider Interlocal Agreements with Saline County regarding local share for construction of Tuxedo Park Bridge.

Approve the Interlocal Agreements with Saline County regarding local share for construction of Tuxedo Park Bridge. Carried with a motion by Dale Strehle and a second by Jack Oelschlager.

Brian Carnes: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 4, No: 0

4.B. Consider options for LTC repair.

Approve the City Administrator to proceed with \$246,235 repair option for damaged transformer. Carried with a motion by Dale Strehle and a second by Brian Carnes.

Brian Carnes: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 4, No: 0

5. Petitions - Communications - Citizen Concerns

6. Officers' Reports

7. Adjournment

The meeting was adjourned at 5:08pm.

Mayor

(SEAL)

City Clerk

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

City Clerk

(S E A L)

**City of Crete
Treasurer's Report**

	fy 2020 83.33%	7/31/2020 Fund	Cash Balance	Budget Revenue	Year to date Revenue	Percent Revenue	Budget Expense	Year to date Expense	Percent Expense
UTILITIES	001-1000 Electric Fund		\$3,018,130.28	-\$10,640,161.00	-\$9,870,203.50	93%	\$10,849,050.00	\$8,606,817.51	79%
	001-1005 Consumer Deposit		\$122,424.24						
	001-1006 Consumer Deposit CDs		\$348,000.00						
	001-1009 Pinnacle ACH		\$5,310.58						
	001-1015 Electric CDs		\$3,361,001.33						
	002-1000 Water Fund		-\$169,642.79	-\$883,780.00	-\$764,554.57	87%	\$1,074,160.00	\$848,814.03	79%
	002-1015 Water CDs		\$400,000.00						
	003-1000 Sewer Fund		\$1,904,473.27						
	003-1002 Sewer USDA Equipment		\$82,151.62						
	003-1003 Sewer USDA Reserve		\$226,094.87	-\$1,622,600.00	-\$1,446,820.22	89%	\$2,100,600.00	\$1,833,363.18	87%
AIRPORT	050-1010 Airport Purposes		\$174,890.85	-\$300,000.00	-\$265,983.02	89%	\$300,000.00	\$174,931.21	58%
GENERAL	101-1000 General Fund		\$82,979.12	-\$3,660,700.00	-\$2,879,606.85	79%	\$3,660,700.00	\$3,036,509.00	83%
	101-1042 Brick Fund		\$622.78						
	102-1015 City Sales Tax		\$110,430.90	-\$884,000.00	-\$692,822.89	78%	\$884,000.00	\$688,962.32	78%
	103-1000 Keno Fund		\$101,575.67	-\$60,000.00	-\$49,412.26	82%	\$60,000.00	\$20,648.00	34%
	103-1007 Keno Prize Reserve		\$93,961.66						
	103-1015 Keno Savings		\$43,170.87						
	135-1000 Firemen's Agency		\$5.00	\$0.00	\$0.00	0%	\$0.00	\$0.00	0%
	150-1000 General Obligation Bonds		\$174,568.08	-\$495,300.00	-\$419,610.78	85%	\$557,000.00	\$610,588.00	110%
	150-1015 LB357 Bond Reserve UBT		\$56,419.26						
	171-1000 Insurance Contingency		\$107,138.41	\$0.00	-\$356.56	0%	\$110,000.00	\$0.00	0%
	173-1000 Capital Reserve Checking		\$515,544.60	-\$63,000.00	-\$52,575.12	83%	\$16,000.00	-\$297,183.14	-1857%
173-1043 Capital Reserve Savings		\$252,601.65							
POLICE	201-1000 Police Department		\$132,345.28	-\$1,669,860.00	-\$1,390,896.87	83%	\$1,669,860.00	\$1,293,791.44	77%
	202-1000 Communications Center		\$105,067.76	-\$306,900.00	-\$253,363.00	83%	\$306,900.00	\$279,951.97	91%
	203-1000 Community Service		\$56,166.73	-\$68,850.00	-\$57,592.24	84%	\$68,850.00	\$49,158.85	71%
	204-1000 Stop Fund		\$1,960.28	-\$200.00	-\$25.00	13%	\$200.00	\$0.00	0%

**City of Crete
Treasurer's Report**

	fy 2020	7/31/2020	Cash	Budget	Year to date	Percent	Budget	Year to date	Percent
	83.33%	Fund	Balance	Revenue	Revenue	Revenue	Expense	Expense	Expense
FIRE & RESCUE	301-1000 Fire Dept. Maintenance		\$19,306.51	-\$130,200.00	-\$98,218.99	75%	\$130,200.00	\$109,544.98	84%
	302-1000 Rescue		\$3,639.37	-\$375,000.00	-\$299,905.85	80%	\$385,500.00	\$340,891.20	88%
	303-1000 Fire Equipment		-\$14,052.21	-\$89,600.00	-\$22,177.50	25%	\$59,600.00	\$7,033.45	12%
	304-1000 Fire Equipment No. 2		\$28,145.97	-\$321,000.00	-\$80,149.63	25%	\$515,000.00	\$245,034.36	48%
	304-1043 Fire Equipment II Saviings		\$152,488.71						
	304.1015 Fire Equipment II CDs		\$102,669.84						
STREETS			\$893,992.22	-\$905,350.00	-\$806,232.11	89%	\$936,350.00	\$794,528.65	85%
PUBLIC WORKS	501-1000 City Hall		\$59,271.04	-\$45,950.00	-\$38,340.00	83%	\$45,950.00	\$41,085.48	89%
	502-1000 Community Center		\$57,087.65	-\$14,550.00	-\$11,586.00	80%	\$14,550.00	\$4,462.77	31%
	503-1000 Community Room/Shelter		-\$1,010.56	\$0.00	\$0.00	0%	\$0.00	\$415,558.70	0%
	511-1000 Transfer Station		\$94,374.14	-\$35,000.00	-\$38,722.54	111%	\$35,000.00	\$23,652.89	68%
	512-1000 Landfill Reserve		\$240,164.57	-\$11,000.00	-\$6,420.00	58%	\$0.00	\$0.00	0%
	521-1000 Parks Maintenance		\$30,910.36	-\$278,640.00	-\$228,653.99	82%	\$278,640.00	\$225,561.70	81%
	522-1000 Swimming Pool Maintenance		\$121,112.93	-\$48,000.00	-\$40,000.00	83%	\$48,000.00	\$37,240.88	78%
	531-1000 Capitol Outlay		\$153,196.01	-\$173,315.00	-\$156,692.41	90%	\$110,415.00	\$190,189.06	172%
	531-1015 Capitol Outlay CDs		\$90,000.00						
	532-1000 Capitol Improvements		-\$458,188.10	-\$1,700,500.00	-\$1,670,947.61	98%	\$4,000,000.00	\$3,269,416.50	82%
	532-1043 Capitol Improvements BANs		\$93,153.77						
	551-1000 FEMA Disaster		-\$1,079.40	-\$20,000.00	-\$3,293.40	16%	\$16,700.00	\$1,079.40	6%
CEMETERY	601-1000 Cemetery Maintenance		\$58,862.56	-\$79,780.00	-\$74,838.59	94%	\$79,780.00	\$55,392.10	69%
	601-1010 KuncI Memorial Fund		\$4,934.06						
	601-1014 Maintenance Perpetual CD		\$20,000.00						
	601-1015 Maintenance CDs		\$12,000.00						
	602-1000 Cemetery Perpetual Care		\$10,596.02	-\$900.00	-\$2,066.55	230%	\$900.00	\$566.08	63%
	602-1010 Moser/Chrastil Memorial Fund		\$1,137.89						
	602-1015 Perpetual Care CDs		\$107,000.00						

**City of Crete
Treasurer's Report**

fy 2020		7/31/2020	Cash	Budget	Year to date	Percent	Budget	Year to date	Percent
83.33%	Fund	Balance	Revenue	Revenue	Revenue	Revenue	Expense	Expense	Expense
CULTURE & RECREATION	701-1000 Library Operations	\$220,998.02		-\$505,475.00	-\$416,939.59	82%	\$505,475.00	\$407,499.30	81%
	702-1000 Library Reserve	\$9,408.36		-\$17,775.00	-\$36,655.99	206%	\$252,775.00	\$642,425.52	254%
	702-1015 Library Reserve CDs	\$121,000.00							
	721-1000 Recreation Programs	\$203,040.65		-\$60,500.00	-\$32,407.69	54%	\$85,860.00	\$35,944.58	42%
	722-1000 Swimming Pool Programs	\$9,652.89		-\$105,350.00	-\$45,325.29	43%	\$105,350.00	\$26,851.10	25%
COMMUNITY DEVELOPMENT	801-1000 Economic Development	\$164,294.26		-\$415,000.00	-\$391,868.94	94%	\$1,395,000.00	\$64,275.90	5%
	801-1014 ED Loan Guarantee Fund	\$332,878.86							
	801-1043 LB840 Savings	\$802,586.90							
	802-1000 Tax Increment Financing	\$121,866.98		-\$20,000.00	-\$132,948.45	665%	\$10,000.00	\$2,295.00	23%
	810-1000 CCCFF Theater	-\$57,047.06		-\$312,500.00	-\$1,657.00	1%	\$282,500.00	\$29,413.87	10%
	851-1000 CDBG Housing	-\$2,758.27		\$0.00	-\$11.76	0%	\$0.00	\$5,011.20	0%
	851-1043 Housing Savings	\$37,525.63							
	852-1000 CDBG DTR	\$1,630.59		-\$550,000.00	-\$147,962.25	27%	\$470,000.00	\$66,770.69	14%
	853-1000 CDBG Streets	\$0.00		\$0.00	\$0.00	0%	\$0.00	\$0.00	0%
MISC.	951-1000 Payroll	\$57,589.24							
	952-1010 Health Insurance	\$35,245.42		-\$17,000.00	-\$38,720.56	228%	\$17,000.00	\$10,354.57	61%
	953-1010 Cafeteria Fund	\$1,524.77							
Totals		\$15,246,542.89		-\$26,887,736.00	-\$22,966,565.57	85%	\$31,437,865.00	\$24,198,432.30	77%

**City of Crete
Treasurer's Report**

fy 2020	7/31/2020	Cash	Budget	Year to date	Percent	Budget	Year to date	Percent
83.33%	Fund	Balance	Revenue	Revenue	Revenue	Expense	Expense	Expense
	Revenue Funds	\$9,297,943.40	-\$13,146,541.00	-\$12,081,578.29	92%	\$14,023,810.00	\$11,288,994.72	80%
	General Funds	\$1,539,018.00	-\$5,163,000.00	-\$4,094,384.46	79%	\$5,287,700.00	\$4,059,524.18	77%
	Police Department	\$295,540.05	-\$2,045,810.00	-\$1,701,877.11	54%	\$2,045,810.00	\$1,622,902.26	42%
	Fire & Rescue Department	\$292,198.19	-\$915,800.00	-\$500,451.97	55%	\$1,090,300.00	\$702,503.99	64%
	Street Fund	\$893,992.22	-\$905,350.00	-\$806,232.11	89%	\$936,350.00	\$794,528.65	85%
	Public Works	\$478,992.41	-\$2,326,955.00	-\$2,194,655.95	94%	\$4,549,255.00	\$4,208,247.38	93%
	Cemetery	\$214,530.53	-\$80,680.00	-\$76,905.14	95%	\$80,680.00	\$55,958.18	69%
	Culture & Recreation	\$564,099.92	-\$689,100.00	-\$531,328.56	77%	\$949,460.00	\$1,112,720.50	117%
	Community Development	\$1,400,977.89	-\$1,297,500.00	-\$674,448.40	52%	\$2,157,500.00	\$167,766.66	8%
	Airport	\$174,890.85	-\$300,000.00	-\$265,983.02	89%	\$300,000.00	\$174,931.21	58%
	Miscellaneous	\$94,359.43	-\$17,000.00	-\$38,720.56	228%	\$17,000.00	\$10,354.57	61%
	Total All Funds	\$15,246,542.89	-\$26,887,736.00	-\$22,966,565.57	85%	\$31,437,865.00	\$24,198,432.30	77%
			DEBT	Principal	Interest	Total	Annual	
			General Obligation	\$1,141,000.00	\$88,098.75	\$1,229,098.75	\$255,000.00	
			Other Tax Funds	\$6,645,000.00	\$2,137,623.88	\$8,782,623.88	\$241,000.00	
			Revenue Funds	\$11,720,249.25	\$1,890,284.25	\$13,610,533.50	\$223,500.00	
			Total	\$19,506,249.25	\$4,116,006.88	\$23,622,256.13	\$719,500.00	

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
AMERITAS (190)									
1107296332	1	Invoice	ELECTIVE VISION INSUR	09/29/2020	09/29/2020	12.95		09/20	101-9620
1107296332	2	Invoice	VISION INSURANCE	09/29/2020	09/29/2020	23.72		09/20	201-9620
1107296332	3	Invoice	VISION INSURANCE	09/29/2020	09/29/2020	6.47		09/20	401-9620
1107296332	4	Invoice	VISION INSURANCE	09/29/2020	09/29/2020	4.32		09/20	701-9620
1107296332	5	Invoice	VISION INSURANCE	09/29/2020	09/29/2020	2.16		09/20	521-9620
1107296332	6	Invoice	VISION INSURANCE	09/29/2020	09/29/2020	2.16		09/20	721-9620
1107296332	7	Invoice	VISION INSURANCE	09/29/2020	09/29/2020	2.16		09/20	001-9620
1107296332	8	Invoice	VISION INSURANCE	09/29/2020	09/29/2020	4.32		09/20	002-9620
1107296332	9	Invoice	VISION INSURANCE	09/29/2020	09/29/2020	2.16		09/20	003-9620
Total AMERITAS (190):						60.42			
BAKER & TAYLOR (370)									
2035321631	1	Invoice	BOOKS/MAGAZINES	06/24/2020	10/06/2020	401.60		00/00	701-5691
2035328358	1	Invoice	BOOKS/MAGAZINES	06/29/2020	10/06/2020	73.01		00/00	701-5691
2035330165	1	Invoice	BOOKS/MAGAZINES	06/29/2020	10/06/2020	27.81		00/00	701-5691
2035485109	1	Invoice	BOOKS/MAGAZINES	09/15/2020	10/06/2020	281.17		00/00	701-5691
2035488728	1	Invoice	BOOKS/MAGAZINES	09/15/2020	10/06/2020	53.92		00/00	701-5691
2035500712	1	Invoice	BOOKS/MAGAZINES	09/21/2020	10/06/2020	108.48		00/00	701-5691
2035502607	1	Invoice	BOOKS/MAGAZINES	09/21/2020	10/06/2020	142.36		00/00	701-5691
Total BAKER & TAYLOR (370):						1,088.35			
BEATRICE CONCRETE CO. (440)									
C1 602258	1	Invoice	CONCRETE	09/22/2020	10/06/2020	600.80		00/00	002-2581
C1 602258	2	Invoice	SALES TAX	09/22/2020	10/06/2020	45.06		00/00	002-2581
C1 602259	1	Invoice	CONCRETE	09/22/2020	10/06/2020	455.00		00/00	401-5980
1B 28016	1	Invoice	REBAR	09/25/2020	10/06/2020	86.00		00/00	002-2581
C1 602555	1	Invoice	CONCRETE	09/23/2020	10/06/2020	600.80		00/00	002-2581
C1 602609	1	Invoice	CONCRETE	09/24/2020	10/06/2020	487.50		00/00	401-5980
1B 28047	1	Invoice	GRAVEL/SAND	09/28/2020	10/06/2020	66.86		00/00	002-8031
1B 28095	1	Invoice	ROCK	09/30/2020	10/06/2020	767.66		00/00	401-5980
1B 28096	1	Invoice	DIAMOND BLADE	09/30/2020	10/06/2020	245.00		00/00	401-6020
Total BEATRICE CONCRETE CO. (440):						3,354.68			
BLACK HILLS ENERGY (495)									
02467 LIBRA	1	Invoice	UTILITY-1515 FOREST	09/24/2020	10/06/2020	512.04		00/00	701-7530
02468 LIFT S	1	Invoice	UTILITY-485 S MAIN AVE	09/24/2020	10/06/2020	53.13		00/00	003-7530
02469	1	Invoice	UTILITY-137 W 13TH ST	09/24/2020	10/06/2020	32.75		00/00	810-5210
02470	1	Invoice	UTILITY-239 E 13TH ST	09/24/2020	10/06/2020	32.67		00/00	501-7530
03145	1	Invoice	UTILITY-1426 MAIN	09/24/2020	10/06/2020	30.52		00/00	502-7530
02513	1	Invoice	UTILITY-210 E 14TH ST	09/24/2020	10/06/2020	42.33		00/00	301-7530
Total BLACK HILLS ENERGY (495):						703.44			
BNSF RAILWAY COMPANY (530)									
40149191	1	Invoice	LEASE 10-1-20 THRU 9-3	09/20/2020	10/06/2020	2,202.79		00/00	001-7810
Total BNSF RAILWAY COMPANY (530):						2,202.79			
CASELLE, INC. (5609)									
94029	1	Invoice	SOFTWARE & UPGRADE	09/10/2020	10/06/2020	12,252.22		00/00	001-2400
94029	2	Invoice	SOFTWARE & UPGRADE	09/10/2020	10/06/2020	5,141.14		00/00	002-2400
94029	3	Invoice	SOFTWARE & UPGRADE	09/10/2020	10/06/2020	4,009.76		00/00	003-2400
94029	4	Invoice	SOFTWARE & UPGRADE	09/10/2020	10/06/2020	11,872.88		00/00	101-6050

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
Total CASELLE, INC. (5609):						33,276.00			
CDW GOVERNMENT INC. (750)									
1476217	1	Invoice	COMPUTER EQUIPMENT	09/16/2020	10/06/2020	19.95		00/00	001-9915
1476217	2	Invoice	COMPUTER EQUIPMENT	09/16/2020	10/06/2020	19.95		00/00	002-9915
1476217	3	Invoice	COMPUTER EQUIPMENT	09/16/2020	10/06/2020	19.95		00/00	003-9915
ZGK3631	1	Invoice	LCD MONITOR	06/26/2020	10/06/2020	411.26		00/00	701-6050
Total CDW GOVERNMENT INC. (750):						471.11			
CENGAGE LEARING INC/GALE (1890)									
72242265	1	Invoice	BOOKS/MAGAZINES	09/21/2020	10/06/2020	24.59		00/00	701-5691
72287831	1	Invoice	BOOKS/MAGAZINES	09/24/2020	10/06/2020	51.65		00/00	701-5691
Total CENGAGE LEARING INC/GALE (1890):						76.24			
CENTER POINT LARGE PRINT (765)									
1775361	1	Invoice	BOOKS/MAGAZINES	05/12/2020	10/06/2020	354.12		00/00	701-5691
Total CENTER POINT LARGE PRINT (765):						354.12			
CITY HALL FUND (830)									
4	1	Invoice	DEPARTMENT OFFICE R	10/01/2020	10/01/2020	548.00		00/00	001-9680
4	2	Invoice	DEPARTMENT OFFICE R	10/01/2020	10/01/2020	412.00		00/00	002-9680
4	3	Invoice	DEPARTMENT OFFICE R	10/01/2020	10/01/2020	265.00		00/00	003-9680
4	4	Invoice	DEPARTMENT OFFICE R	10/01/2020	10/01/2020	187.50		00/00	101-9680
4	5	Invoice	DEPARTMENT OFFICE R	10/01/2020	10/01/2020	150.00		00/00	401-9680
4	6	Invoice	DEPARTMENT OFFICE R	10/01/2020	10/01/2020	37.50		00/00	721-9680
Total CITY HALL FUND (830):						1,600.00			
CITY HEALTH FUND (835)									
3	1	Invoice	HEALTH REIMBURSEME	10/01/2020	10/01/2020	40.00		00/00	101-9620
3	2	Invoice	HEALTH REIMBURSEME	10/01/2020	10/01/2020	47.00		00/00	201-9620
3	3	Invoice	HEALTH REIMBURSEME	10/01/2020	10/01/2020	7.00		00/00	203-9620
3	4	Invoice	HEALTH REIMBURSEME	10/01/2020	10/01/2020	40.00		00/00	401-9620
3	5	Invoice	HEALTH REIMBURSEME	10/01/2020	10/01/2020	15.00		00/00	601-9620
3	6	Invoice	HEALTH REIMBURSEME	10/01/2020	10/01/2020	59.00		00/00	701-9620
3	7	Invoice	HEALTH REIMBURSEME	10/01/2020	10/01/2020	92.00		00/00	001-9620
3	8	Invoice	HEALTH REIMBURSEME	10/01/2020	10/01/2020	40.00		00/00	002-9620
3	9	Invoice	HEALTH REIMBURSEME	10/01/2020	10/01/2020	26.00		00/00	003-9620
Total CITY HEALTH FUND (835):						366.00			
CITY REVENUE FUND (860)									
18044	1	Invoice	PAPER TOWELS	09/28/2020	10/06/2020	10.02		00/00	001-8230
18044	2	Invoice	PAPER TOWELS	09/28/2020	10/06/2020	10.02		00/00	002-8230
Total CITY REVENUE FUND (860):						20.04			
CITY TAX FUND (865)									
7	1	Invoice	ELECTRIC SURPLUS & F	10/01/2020	10/01/2020	29,167.00		00/00	001-9960
7	2	Invoice	ELECTRIC SURPLUS & F	10/01/2020	10/01/2020	10,000.00		00/00	001-9965
8	1	Invoice	LIBRARY BOND PAYMEN	10/01/2020	10/01/2020	21,000.00		00/00	150-1015
Total CITY TAX FUND (865):						60,167.00			

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
CRETE ACE HARDWARE (1060)									
B578081	1	Invoice	BLDG & GRND MAINT	06/05/2020	10/06/2020	4.11		00/00	701-5330
B577669	1	Invoice	JANITORIAL SUPPLIES	06/02/2020	10/06/2020	6.29		00/00	701-5541
B579424	1	Invoice	BLDG & GRND MAINT	06/16/2020	10/06/2020	35.07		00/00	701-5330
B589005	1	Invoice	MISC SUPPLIES	09/23/2020	10/06/2020	13.52		00/00	002-8500
Total CRETE ACE HARDWARE (1060):						58.99			
CRETE AREA MEDICAL CENTER (1070)									
3	1	Invoice	AMBULANCE LAUNDRY	10/01/2020	10/01/2020	35.00		00/00	302-8500
AUGUST 20	1	Invoice	ALS PARAMEDIC FEE	09/14/2020	10/06/2020	2,892.89		00/00	302-5343
Total CRETE AREA MEDICAL CENTER (1070):						2,927.89			
CRETE FOODMART (1095)									
0761	1	Invoice	PROGRAM EXPENSE	09/01/2020	10/06/2020	7.95		00/00	701-6210
Total CRETE FOODMART (1095):						7.95			
CRETE LUMBER & FARM SUPPLY CO (1110)									
658169	1	Invoice	MISC SUPPLIES	09/25/2020	10/06/2020	24.18		00/00	002-8500
Total CRETE LUMBER & FARM SUPPLY CO (1110):						24.18			
CRETE PUBLIC SCHOOLS (1125)									
2020	1	Invoice	PARKING FINES COLLEC	09/29/2020	09/29/2020	5,867.00		09/20	201-4022
2020	2	Invoice	LIQUOR LILCENSE FEES	09/29/2020	09/29/2020	3,862.50		09/20	101-4019
Total CRETE PUBLIC SCHOOLS (1125):						9,729.50			
DEPT. OF ENERGY W.A.P.A. (1250)									
BFPB000890	1	Invoice	PURCHASED POWER W	10/06/2020	10/06/2020	25,606.21		00/00	001-7240
Total DEPT. OF ENERGY W.A.P.A. (1250):						25,606.21			
EAKES OFFICE SOLUTIONS (1475)									
8099393-0	1	Invoice	OFFICE SUPPLIES	09/24/2020	10/06/2020	9.32		00/00	001-9900
8099393-0	2	Invoice	OFFICE SUPPLIES	09/24/2020	10/06/2020	9.31		00/00	002-9900
8099393-0	3	Invoice	OFFICE SUPPLIES	09/24/2020	10/06/2020	9.31		00/00	003-9900
8107585-0	1	Invoice	JANITORIAL SUPPLIES	09/24/2020	10/06/2020	49.84		00/00	701-5541
8116323-0	1	Invoice	OFFICE SUPPLIES	10/01/2020	10/06/2020	90.23		00/00	101-9900
Total EAKES OFFICE SOLUTIONS (1475):						168.01			
EGAN SUPPLY CO. (1505)									
317877A	1	Invoice	JANITORIAL SUPPLIES	10/01/2020	10/06/2020	316.08		00/00	101-8231
Total EGAN SUPPLY CO. (1505):						316.08			
ELEVATE AIR SERVICE LLC (1525)									
09 20	1	Invoice	AIRPORT MANAGEMENT	09/30/2020	10/01/2020	4,166.67		00/20	050-6199
09 20	2	Invoice	OIL SOLD ON AA CC MET	09/30/2020	10/01/2020	8.25-		00/20	050-4102
09 20	3	Invoice	OIL SOLD ON AA CC KRA	09/30/2020	10/01/2020	16.88-		00/20	050-4102
Total ELEVATE AIR SERVICE LLC (1525):						4,141.54			
FIRST WIRELESS (1785)									
WT59679	1	Invoice	EQUIPMENT REPAIR	09/21/2020	10/06/2020	313.00		00/00	201-5791

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
113437	1	Invoice	RADIO REPAIR	09/23/2020	10/06/2020	1,963.46		00/00	301-9990
Total FIRST WIRELESS (1785):						2,276.46			
INTEGRATED SYSTEMS GROUP INC (2340)									
5994	1	Invoice	COMPUTER EXPENSE	08/24/2020	10/06/2020	131.60		00/00	701-6050
5994	2	Invoice	COMPUTER EXPENSE	08/24/2020	10/06/2020	26.55		00/00	003-9915
Total INTEGRATED SYSTEMS GROUP INC (2340):						158.15			
iPROMOTEu (5623)									
1783614MPT	1	Invoice	BADGE STICKERS	10/01/2020	10/06/2020	409.00		00/00	201-5370
Total iPROMOTEu (5623):						409.00			
LEAGUE ASSOC OF RISK MANAGEMENT (2705)									
100631	1	Invoice	ANNUAL PREMIUMS	09/03/2020	10/06/2020	20,134.24		00/00	101-9720
100631	2	Invoice	AMBULANCE	09/03/2020	10/06/2020	1,028.26		00/00	302-9720
100631	3	Invoice	POLICE	09/03/2020	10/06/2020	13,183.41		00/00	201-9720
100631	4	Invoice	CITY HALL	09/03/2020	10/06/2020	5,489.82		00/00	501-9720
100631	5	Invoice	STREETS	09/03/2020	10/06/2020	17,828.64		00/00	401-9720
100631	6	Invoice	FIRE	09/03/2020	10/06/2020	44,778.22		00/00	301-9720
100631	7	Invoice	RESCUE	09/03/2020	10/06/2020	8,621.05		00/00	302-9720
100631	8	Invoice	CEMETERY	09/03/2020	10/06/2020	2,307.23		00/00	601-9720
100631	9	Invoice	LANDFILL	09/03/2020	10/06/2020	828.94		00/00	511-9720
100631	10	Invoice	LIBRARY	09/03/2020	10/06/2020	10,697.17		00/00	701-9720
100631	11	Invoice	PARKS	09/03/2020	10/06/2020	6,298.40		00/00	521-9720
100631	12	Invoice	RECREATION	09/03/2020	10/06/2020	500.00		00/00	721-9720
100631	13	Invoice	SWIMMING POOL	09/03/2020	10/06/2020	4,568.16		00/00	522-9720
100631	14	Invoice	COMMUNITY CENTER	09/03/2020	10/06/2020	1,944.86		00/00	502-9720
100631	15	Invoice	AIRPORT	09/03/2020	10/06/2020	10,716.00		00/00	050-9720
100631	16	Invoice	COMMUNITY ROOM	09/03/2020	10/06/2020	4,578.87		00/00	503-9720
100631	17	Invoice	COMMUNITY SERVICE	09/03/2020	10/06/2020	1,110.22		00/00	203-9720
100631	18	Invoice	LIFEGUARDS	09/03/2020	10/06/2020	3,228.20		00/00	722-9720
100631	19	Invoice	POLICE W/C	09/03/2020	10/06/2020	34,443.12		00/00	201-5180
100631	20	Invoice	ELECTRIC	09/03/2020	10/06/2020	50,590.15		00/00	001-9720
100631	21	Invoice	WATER	09/03/2020	10/06/2020	24,991.77		00/00	002-9720
100631	22	Invoice	WASTEWATER	09/03/2020	10/06/2020	36,849.27		00/00	003-9720
Total LEAGUE ASSOC OF RISK MANAGEMENT (2705):						304,716.00			
MACQUEEN EQUIPMENT LLC (2930)									
P06423	1	Invoice	DIRT SHOE RUNNER	09/22/2020	10/06/2020	255.06	1036	00/00	401-5968
P06423	2	Invoice	COVER-MAINBROOM	09/22/2020	10/06/2020	125.80	1036	00/00	401-5968
P06423	3	Invoice	ASSY-MAIN BROOM	09/22/2020	10/06/2020	885.88	1036	00/00	401-5968
Total MACQUEEN EQUIPMENT LLC (2930):						1,266.74			
MANHATTAN LIFE ASSURANCE CO (2960)									
92920	1	Invoice	ELECTIVE COVERAGE	09/29/2020	09/29/2020	7.21		09/20	201-9620
Total MANHATTAN LIFE ASSURANCE CO (2960):						7.21			
MATHESON TRI-GAS INC (3020)									
51693001	1	Invoice	OXYGEN	09/30/2020	10/06/2020	159.75		00/00	302-5265
Total MATHESON TRI-GAS INC (3020):						159.75			

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
MAX I. WALKER UNIFORM & APPAREL (3035)									
1102485	1	Invoice	UNIFORMS	09/30/2020	10/06/2020	58.25		00/00	003-9640
Total MAX I. WALKER UNIFORM & APPAREL (3035):						58.25			
MICHAEL TODD & CO. INC. (3145)									
172977	1	Invoice	2"X2"X12FT 14GA PERF	09/24/2020	10/06/2020	938.00	1035	00/00	401-6001
172977	2	Invoice	2-1/4"X2-1/4"X36" 12GA P	09/24/2020	10/06/2020	275.00	1035	00/00	401-6001
Total MICHAEL TODD & CO. INC. (3145):						1,213.00			
MUTUAL OF OMAHA (3330)									
1125568052	1	Invoice	LIFE INSURANCE	09/29/2020	09/29/2020	22.32		09/20	001-9620
1125568052	2	Invoice	LIFE INSURANCE	09/29/2020	09/29/2020	49.10		09/20	201-9620
1125568052	3	Invoice	LIFE INSURANCE	09/29/2020	09/29/2020	15.62		09/20	401-9620
1125568052	4	Invoice	LIFE INSURANCE	09/29/2020	09/29/2020	69.18		09/20	301-9620
1125568052	5	Invoice	LIFE INSURANCE	09/29/2020	09/29/2020	13.39		09/20	701-9620
1125568052	6	Invoice	LIFE INSURANCE	09/29/2020	09/29/2020	4.46		09/20	521-9620
1125568052	7	Invoice	LIFE INSURANCE	09/29/2020	09/29/2020	2.23		09/20	721-9620
1125568052	8	Invoice	LIFE INSURANCE	09/29/2020	09/29/2020	22.32		09/20	001-9620
1125568052	9	Invoice	LIFE INSURANCE	09/29/2020	09/29/2020	11.16		09/20	002-9620
1125568052	10	Invoice	LIFE INSURANCE	09/29/2020	09/29/2020	8.93		09/20	003-9620
1125568052	11	Invoice	DISABILITY INSURANCE	09/29/2020	09/29/2020	97.28		09/20	001-9620
1125568052	12	Invoice	DISABILITY INSURANCE	09/29/2020	09/29/2020	48.64		09/20	002-9620
1125568052	13	Invoice	DISABILITY INSURANCE	09/29/2020	09/29/2020	38.91		09/20	003-9620
1125568052	14	Invoice	DISABILITY INSURANCE	09/29/2020	09/29/2020	97.28		09/20	101-9620
1125568052	15	Invoice	DISABILITY INSURANCE	09/29/2020	09/29/2020	136.17		09/20	201-9620
1125568052	16	Invoice	DISABILITY INSURANCE	09/29/2020	09/29/2020	68.10		09/20	401-9620
1125568052	17	Invoice	DISABILITY INSURANCE	09/29/2020	09/29/2020	58.37		09/20	701-9620
1125568052	18	Invoice	DISABILITY INSURANCE	09/29/2020	09/29/2020	19.46		09/20	521-9620
1125568052	19	Invoice	DISABILITY INSURANCE	09/29/2020	09/29/2020	9.73		09/20	721-9620
Total MUTUAL OF OMAHA (3330):						792.65			
NAPA AUTO PARTS (3345)									
022574	1	Invoice	SHOP SUPPLIES	09/25/2020	10/06/2020	21.90		00/00	001-7080
Total NAPA AUTO PARTS (3345):						21.90			
NEBRASKA STATE TREASURER (3572)									
2020	1	Invoice	ANIMAL LICENSE FEES	09/29/2020	09/29/2020	339.50		09/20	203-4034
Total NEBRASKA STATE TREASURER (3572):						339.50			
ONE CALL CONCEPTS INC (3810)									
90126	1	Invoice	LOCATING SERVICE FEE	09/30/2020	10/06/2020	35.33		00/00	001-9730
90126	2	Invoice	LOCATING SERVICE FEE	09/30/2020	10/06/2020	35.33		00/00	002-9730
Total ONE CALL CONCEPTS INC (3810):						70.66			
QUADIENT LEASING USA INC (4100)									
N8502979	1	Invoice	LEASE PAYMENT	09/27/2020	10/06/2020	758.76		00/00	701-9740
Total QUADIENT LEASING USA INC (4100):						758.76			
SACK LUMBER CO (4385)									
2008203155	1	Invoice	LUMBER/SCREWS	08/26/2020	10/06/2020	29.01		00/00	002-2581
2009-208137	1	Invoice	WATER PROJECT	09/10/2020	10/06/2020	211.54		00/00	002-2581

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
2009-210871	1	Invoice	LUMBER/TAPE	09/18/2020	10/06/2020	26.86		00/00	002-2581
2009-211680	1	Invoice	LUMBER	09/21/2020	10/06/2020	8.06		00/00	002-2581
2009-213297	1	Invoice	LUMBER FOR CARDINAL	09/24/2020	10/06/2020	49.00		00/00	531-6461
Total SACK LUMBER CO (4385):						324.47			
SALINE COUNTY AGING SERVICES (4430)									
2020-2021	1	Invoice	SR CITIZENS PROGRAM	10/06/2020	10/06/2020	7,803.00		00/00	101-6206
Total SALINE COUNTY AGING SERVICES (4430):						7,803.00			
SANDRY FIRE SUPPLY LLC (4495)									
INV-012433	1	Invoice	BREATH APPARATUS	09/23/2020	10/06/2020	15,286.00		00/00	303-5264
Total SANDRY FIRE SUPPLY LLC (4495):						15,286.00			
SEWARD COUNTY INDEPENDENT (4590)									
127207	1	Invoice	MEETING 10-6-20	09/23/2020	10/06/2020	10.23		00/00	101-5390
Total SEWARD COUNTY INDEPENDENT (4590):						10.23			
STEVENSON, JOY (4825)									
092520	1	Invoice	MILEAGE REIMBURSEME	09/25/2020	10/06/2020	98.33		00/00	701-9760
Total STEVENSON, JOY (4825):						98.33			
SYNCHRONY BANK/AMAZON (4910)									
AUG/SEPT 2	1	Invoice	775973766459 BOOKS/M	09/25/2020	10/06/2020	15.50		00/00	701-5691
AUG/SEPT 2	2	Invoice	673433369735 BOOKS/M	09/25/2020	10/06/2020	21.95		00/00	701-5691
AUG/SEPT 2	3	Invoice	887873397675 BOOKS/M	09/25/2020	10/06/2020	21.99		00/00	701-5691
AUG/SEPT 2	4	Invoice	679633886334 BOOKS/M	09/25/2020	10/06/2020	8.99		00/00	701-5691
AUG/SEPT 2	5	Invoice	944634648743 BOOKS/M	09/25/2020	10/06/2020	25.20		00/00	701-5691
AUG/SEPT 2	6	Invoice	735843568697 BOOKS/M	09/25/2020	10/06/2020	123.49		00/00	701-5691
AUG/SEPT 2	7	Invoice	984373468489 BOOKS/M	09/25/2020	10/06/2020	49.67		00/00	701-5691
AUG/SEPT 2	8	Invoice	474877584975 BOOKS/M	09/25/2020	10/06/2020	56.30		00/00	701-5691
AUG/SEPT 2	9	Invoice	948763799737 BOOKS/M	09/25/2020	10/06/2020	37.67		00/00	701-5691
AUG/SEPT 2	10	Invoice	465444389635 BOOKS/M	09/25/2020	10/06/2020	75.99		00/00	701-5691
AUG/SEPT 2	11	Invoice	459598896467 BOOKS/M	09/25/2020	10/06/2020	29.37		00/00	701-5691
AUG/SEPT 2	12	Invoice	434958878474 BOOKS/M	09/25/2020	10/06/2020	15.08		00/00	701-5691
AUG/SEPT 2	13	Invoice	458455774544 BOOKS/M	09/25/2020	10/06/2020	12.95		00/00	701-5691
AUG/SEPT 2	14	Invoice	457849786775 BOOKS/M	09/25/2020	10/06/2020	19.63		00/00	701-5691
AUG/SEPT 2	15	Invoice	546467747859 BOOKS/M	09/25/2020	10/06/2020	22.94		00/00	701-5691
AUG/SEPT 2	16	Invoice	538973577389 REPLACE	09/25/2020	10/06/2020	11.06		00/00	701-5693
AUG/SEPT 2	17	Invoice	984495857873 OFFICE S	09/25/2020	10/06/2020	35.24		00/00	701-9900
AUG/SEPT 2	18	Invoice	443957987438 BOOKS/M	09/25/2020	10/06/2020	17.31		00/00	701-5691
AUG/SEPT 2	19	Invoice	643543466687 PROGRAM	09/25/2020	10/06/2020	31.08		00/00	701-6210
AUG/SEPT 2	20	Invoice	555939448434 PROGRAM	09/25/2020	10/06/2020	149.99		00/00	701-6210
AUG/SEPT 2	21	Invoice	687663848974 BOOKS/M	09/25/2020	10/06/2020	15.29		00/00	701-5691
AUG/SEPT 2	22	Invoice	453644366394 BOOKS/M	09/25/2020	10/06/2020	50.37		00/00	701-5691
AUG/SEPT 2	23	Invoice	453644366394 PROGRAM	09/25/2020	10/06/2020	56.97		00/00	701-6210
AUG/SEPT 2	24	Invoice	754375864968 BOOKS/M	09/25/2020	10/06/2020	16.80		00/00	701-5691
AUG/SEPT 2	25	Invoice	448594898475 BOOKS/M	09/25/2020	10/06/2020	7.99		00/00	701-5691
AUG/SEPT 2	26	Invoice	589679548776 BOOKS/M	09/25/2020	10/06/2020	162.83		00/00	701-5691
AUG/SEPT 2	27	Invoice	637395758449 BOOKS/M	09/25/2020	10/06/2020	17.95		00/00	701-5691
AUG/SEPT 2	28	Invoice	634479584765 BOOKS/M	09/25/2020	10/06/2020	12.97		00/00	701-5691
AUG/SEPT 2	29	Invoice	663634556465 OFFICE S	09/25/2020	10/06/2020	73.78		00/00	701-9900
AUG/SEPT 2	30	Invoice	794864847346 BOOKS/M	09/25/2020	10/06/2020	23.95		00/00	701-5691
AUG/SEPT 2	31	Invoice	466395933655 BOOKS/M	09/25/2020	10/06/2020	29.13		00/00	701-5691

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
AUG/SEPT 2	32	Invoice	653375885967 BOOKS/M	09/25/2020	10/06/2020	168.79		00/00	701-5691
AUG/SEPT 2	33	Invoice	587556496488 BOOKS/M	09/25/2020	10/06/2020	3.99		00/00	701-5691
AUG/SEPT 2	34	Invoice	776544786385 BOOKS/M	09/25/2020	10/06/2020	25.99		00/00	701-5691
AUG/SEPT 2	35	Invoice	448376455887 BOOKS/M	09/25/2020	10/06/2020	16.99		00/00	701-5691
AUG/SEPT 2	36	Invoice	893993634563 BOOKS/M	09/25/2020	10/06/2020	29.16		00/00	701-5691
AUG/SEPT 2	37	Invoice	449644674478 REPLACE	09/25/2020	10/06/2020	4.99		00/00	701-5693
AUG/SEPT 2	38	Invoice	443897755685 REPLACE	09/25/2020	10/06/2020	56.69		00/00	701-5693
AUG/SEPT 2	39	Invoice	455473389537 OFFICE S	09/25/2020	10/06/2020	19.00		00/00	701-9900
AUG/SEPT 2	40	Invoice	583396993963 REPLACE	09/25/2020	10/06/2020	20.69		00/00	701-5693
Total SYNCHRONY BANK/AMAZON (4910):						1,595.72			
U.S. BANK (5170)									
SEPT 2020 S	1	Invoice	JERRY CC, FAMOUS DAV	09/23/2020	10/06/2020	197.21		00/00	101-9620
SEPT 2020 S	2	Invoice	JERRY CC, FAMOUS DAV	09/23/2020	10/06/2020	45.51		00/00	201-9620
SEPT 2020 S	3	Invoice	JERRY CC, FAMOUS DAV	09/23/2020	10/06/2020	91.02		00/00	401-9620
SEPT 2020 S	4	Invoice	JERRY CC, FAMOUS DAV	09/23/2020	10/06/2020	106.19		00/00	701-9620
SEPT 2020 S	5	Invoice	JERRY CC, FAMOUS DAV	09/23/2020	10/06/2020	60.68		00/00	521-9620
SEPT 2020 S	6	Invoice	JERRY CC, FAMOUS DAV	09/23/2020	10/06/2020	45.51		00/00	721-9620
SEPT 2020 S	7	Invoice	JERRY CC, FAMOUS DAV	09/23/2020	10/06/2020	106.19		00/00	001-9620
SEPT 2020 S	8	Invoice	JERRY CC, FAMOUNS D	09/23/2020	10/06/2020	60.68		00/00	002-9620
SEPT 2020 S	9	Invoice	JERRY CC, FAMOUS DAV	09/23/2020	10/06/2020	45.51		00/00	003-9620
SEPT 2020 S	10	Invoice	JERRY CC, SHRM CS782	09/23/2020	10/06/2020	219.00		00/00	101-5390
SEPT 2020 S	1	Invoice	TOM CC, REPLACEMENT	09/23/2020	10/06/2020	38.68		00/00	601-5330
SEPT 2020 S	1	Invoice	JOY CC, ASSOC OF RUR	09/23/2020	10/06/2020	50.00		00/00	701-5400
SEPT 2020 S	2	Invoice	JOY CC, PROTECT COM	09/23/2020	10/06/2020	18.90		00/00	701-6050
SEPT 2020 S	3	Invoice	JOY CC, PROTECT COVE	09/23/2020	10/06/2020	18.90		00/00	701-6050
SEPT 2020 S	4	Invoice	JOY CC, MICHAELS 3102	09/23/2020	10/06/2020	54.00		00/00	701-6210
SEPT 2020 S	5	Invoice	JOY CC, HISTORIAL NOV	09/23/2020	10/06/2020	51.00		00/00	701-5691
SEPT 2020 S	6	Invoice	JOY CC, INTEREST CHA	09/23/2020	10/06/2020	4.53		00/00	701-6050
Total U.S. BANK (5170):						1,213.51			
VERIZON WIRELESS (5295)									
9863435203	1	Invoice	UTILITY-1440 LINDEN	09/23/2020	10/06/2020	18.02		00/00	301-7530
Total VERIZON WIRELESS (5295):						18.02			
WINDSTREAM (5465)									
SEPT 2020 S	1	Invoice	PHONE-PD CRETE 911	09/18/2020	10/06/2020	301.23		00/00	202-5220
SEPT 2020 S	1	Invoice	PHONE-LIBRARY	09/22/2020	10/06/2020	253.03		00/00	701-7530
Total WINDSTREAM (5465):						554.26			
Grand Totals:						485,872.11			

Report GL Period Summary

GL Period	Amount
00/20	4,141.54
09/20	10,929.28
00/00	470,801.29
Grand Totals:	485,872.11

Vendor number hash: 168519

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Vendor number hash - split:	604256		
Total number of invoices:	80		
Total number of transactions:	211		
Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	485,872.11	.00	485,872.11
Grand Totals:	485,872.11	.00	485,872.11

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

RECEIVED		
SEP 10 2020		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES / NO	<input checked="" type="radio"/> New/Replacing #	
Class Type <u>C</u>	123938	Initial <u>TB</u>

Applicant name Crete Lodging, L.L.C.

Trade name Fairfield Inn Crete

Previous trade name _____

Contact email address andrea.holmstedt@anantops.com [Andrea Holmstedt]

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

<p>Office use only</p> <p>PAYMENT TYPE <u>Pay Port</u></p> <p>AMOUNT: <u>400</u></p> <p>Received: <u>BR</u></p>	 <p>2000008772</p>
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1. Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. N/A If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. N/A If buying the business of a current liquor license holder:
 - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
 - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. N/A If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. N/A Enclose a list of any inventory or property owned by other parties that are on the premises.
9. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance
10. Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. Submit a copy of your business plan.

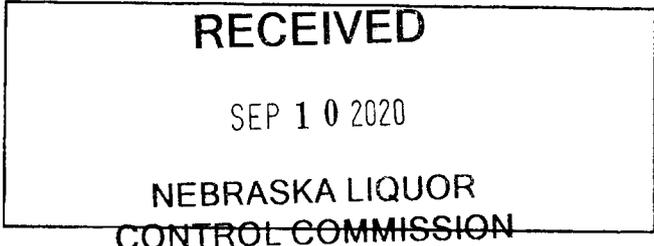
I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Kirti K. Trivedi, Managing Member

6-19-20
 Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

- RETAIL LICENSE(S)** Application Fee \$400 (nonrefundable)
- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application

Name Darrell K. Stock, Attorney; Brenda Black, Legal Assistant Phone number: 402-474-8690

Firm Name Darrell K. Stock, P.C., L.L.O.

PREMISES INFORMATION

Trade Name (doing business as) Fairfield Inn Crete

Street Address #1 3015 Betten Drive

Street Address #2 _____

City Crete County Saline Zip Code 68333

Premises Telephone number 402-318-7770

Business e-mail address andrea.holmstedt@anantops.com

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

Mailing address (where you want to receive mail from the Commission)

Name Anant Operations, Inc., Attention Andrea Holmstedt

Street Address #1 PO Box 3847

Street Address #2 _____

City Omaha State NE Zip Code 68103-0847

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

****For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length 195' x width 84' in feet

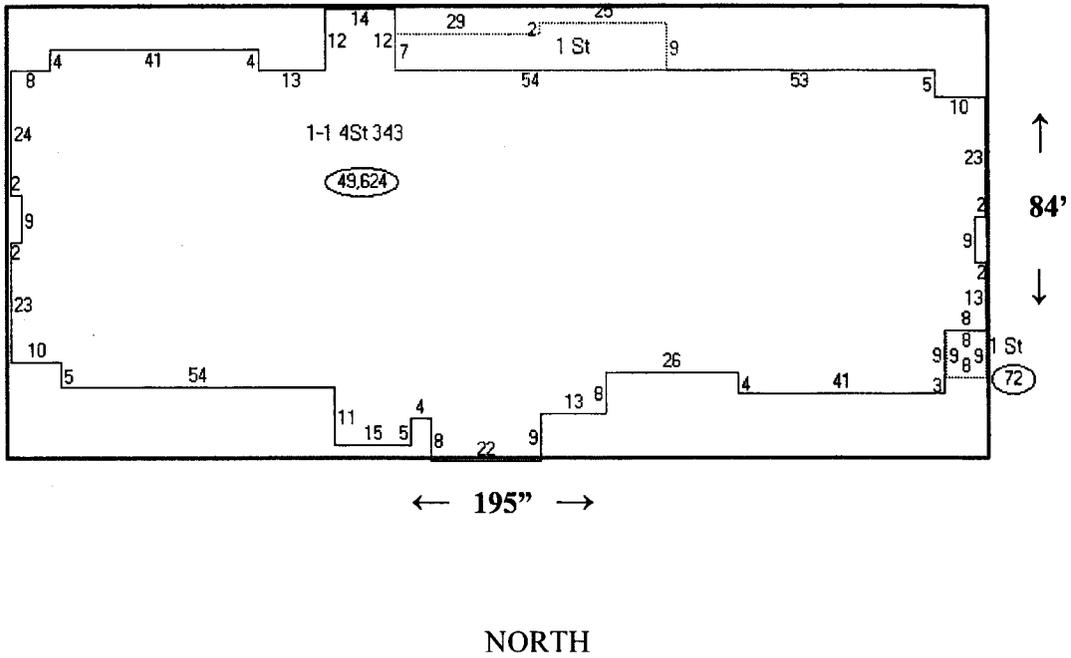
Is there a basement? Yes _____ No If yes, length _____ x width _____ in feet
Is there an outdoor area? Yes _____ No If yes, length _____ x width _____ in feet

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

See attached Diagram & Description

Crete Lodging, L.L.C.
Fairfield Inn Crete
3015 Betten Drive
Crete, NE 68333

Four (4) story motel, 195' long by 84' feet wide; no basement, no outside area



APPLICANT INFORMATION

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

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

YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
See attached				

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

YES NO

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

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

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

YES NO

If yes, give name and license number _____

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

YES NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

ATTACHMENT TO RETAIL APPLICATION FOR LIQUOR LICENSE RESPONSE TO QUESTION 1.

READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

Who	Date of Conviction mm/yyyy	Where Convicted City & State	Description of Charge	Disposition
Deepak Gangahar	11/12/2002	Sarpy County, NE	Speeding	Dismissed
	9/15/2000	Sarpy County, NE	Speeding	Dismissed
	10/23/2013	Douglas County, NE	Red Light	Guilty Plea by Waiver
	5/31/2011	Lancaster County, NE	Speeding	Guilty Plea by Waiver
	7/2/2012	Lancaster County, NE	Improper Registration	Guilty Plea by Waiver
	3/29/2016	Fillmore County, NE	Speeding	Guilty Plea by Waiver
	2/18/2014	Sarpy County, NE	Disobey stop lights	Guilty Plea by Waiver

Kiran Gangahar	2/1/2002	Cass County, NE	No valid registration	Guilty plea by waiver
	4/21/2009	Omaha, NE	Speeding	Guilty plea by waiver
	9/15/1995	Lincoln, NE	Speeding/no seat belt	Guilty plea by waiver
	8/11/2010	Otoe County, NE	Speeding	Guilty plea by waiver
Kirti K. Trivedi	4/11/2017	Douglas County, NE	DUI 3 rd Offense	Guilty Plea/Admission in Court
	10/4/2016	Douglas County, NE	(1) DUI 3 rd Offense (2) Refusal	Preliminary Waived bindover to District Court-see disposition Dist. Ct. Case
	21/21/2015	Douglas County, NE	No Valid Registration	Guilty Plea by Waiver
	12/17/2014	Lancaster County, NE	Improper Registration	Dismissed by Prosecutor
	12/27/2000	Kearney, NE	(1) Leave accident (2) Willful reckless drive amended to Careless	(1) Dismissed (2) Guilty plea by waiver
	8/12/2003	Lincoln, NE	Fail to deliver title on sale/No proof of Ins./No valid license	Dismissed
	12/7/2005	Lincoln, NE	(1) DUI (2) Drive on Suspended license (3) Negligent Drive	(1) Guilty (2) Dismissed (3) Dismissed
	4/19/2007	Lincoln, NE	Drive on Suspended license	Guilty
	8/28/2008	Omaha, NE	(1) DUI (2) Drive during revocation	(1) Guilty (2) Dismissed
	10/15/2001	Hall County, NE	Speeding	Guilty plea by waiver
	7/20/2001	Seward County, NE	Speeding	Guilty plea by waiver
	4/22/2003	Seward County, NE	Speeding	Guilty plea by waiver
	3/14/2005	Lincoln, NE	Speeding	Guilty plea by waiver
	11/1/1999	Adams County, NE	Speeding	Guilty
	12/6/2001	Red Willow County, NE	Speeding	Guilty plea by waiver
	4/9/2003	Cheyenne County, NE	No valid registration	License suspended to failing to appear
	10/27/2004	Adams County, NE	Speeding	Guilty plea by waiver
	12/2/2004	Harlan County, NE	Speeding	Guilty plea by waiver
	9/11/2000	Furnas County, NE	Speeding	Guilty plea by waiver
	1/25/2005	Gosper County, NE	Speeding	Guilty plea by waiver
3/1/1996	Denver, CO	(1) Disturbing the Peace (2) Trespass	(1) Dismissed (2) Dismissed	
8/24/1997	Pueblo, CO	(1) Disorderly Conduct (2) Damage Property (3) Public Peace/ Possession of Liquor	(1) Guilty Plea (2) Guilty Plea (3) Guilty Plea	
3/26/1998	Pueblo, CO	Criminal Mischief \$400-\$15,000	Dismissed	
8/27/98	Pueblo, CO	Criminal Mischief \$100-\$400	Dismissed	

Seema Trivedi	Unknown	California	Traffic violation	Unknown
---------------	---------	------------	-------------------	---------

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

YES NO

If yes, list the lender(s) Pinnacle Bank

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

YES NO

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

No silent partners

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

YES NO

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

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

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 - church or FORM 135 - campus

72 feet from Crete Area Medical Center

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

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

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

Pinnacle Bank - Kirti Trivedi & Deepak Gangahar

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

See attached list

ATTACHMENT TO RETAIL APPLICATION FOR LIQUOR LICENSE
 RESPONSE TO QUESTION 12:

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

Experience:

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Kirti K. Trivedi	2008-2019	Husker Management, Inc. d/b/a Holiday Inn Express & Suites Lincoln Southeast - May 2019 - Did not renew license
Co-owner and President/Managing Member of the entities listed which have held liquor licenses as indicated	2012-Present	DMK Union General Partnership d/b/a Holiday Inn Downtown Omaha
	2013-Present	Tamarin Lodging, LLC d/b/a Holiday Inn Lincoln Southwest
	2016-2019	LNK Lodging, LLC d/b/a Holiday Inn Express & Suites Lincoln Airport May 2019 - Did not renew license
	2016-Present	24 th Street Enterprises, LLC d/b/a Even Hotel Downtown Omaha
	2017-2019	LNK2 Lodging, LLC d/b/a Fairfield Inn & Suites – Lincoln Airport May 2019 - Surrendered license
	2018-Present	Farnam Lodging, LLC d/b/a Holiday Inn Express Downtown Omaha
	2018-Present	McCook Lodging, LLC d/b/a HOLIDAY INN EXPRESS McCook
	2019-Present	Village Pointe Lodging, L.L.C., Aloft-Omaha West

ATTACHMENT TO RETAIL APPLICATION FOR LIQUOR LICENSE
 RESPONSE TO QUESTION 11:

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

License No.	Licensee Name	Applicant
Unknown	Firethorn Golf Club	Gangahar was a previous partner
#082018 Class I	LNK Lodging, LLC d/b/a Holiday Inn Express & Suites Lincoln Airport May 2019 - Did not renew license as no longer doing the manager's reception	Trivedi Gangahar
#087982 Class I	Tamarin Lodging, LLC d/b/a Holiday Inn Lincoln Southwest (formerly Aura, Inc. d/b/a Aura Restaurant & Bar)	Trivedi Gangahar
#082019 Class I	Husker Management, Inc. d/b/a Holiday Inn Express Suites Lincoln Southeast May 2019 - Did not renew license as no longer doing the manager's reception	Trivedi
#099259 Class CK	DMK Union General Partnership d/b/a Holiday Inn Downtown Omaha (DMK Investments & Kirt Partners)	Trivedi Gangahar
#117353 Class C	24 th Street Enterprises, LLC d/b/a Even Hotel Downtown Omaha	Trivedi Gangahar
#121343 Class C	LNK2 Lodging, LLC d/b/a Fairfield Inn & Suites – Lincoln Airport May 2019 – Licensed surrendered	Trivedi Gangahar
#122853 Class C	Farnam Lodging, LLC d/b/a Holiday Inn Express Downtown Omaha	Trivedi Gangahar
#122854 Class C	McCook Lodging, LLC d/b/a Holiday Inn Express Mccook	Trivedi Gangahar
#123098 Class CK	Village Pointe Lodging d/b/a Aloft-Omaha West	Trivedi Gangahar

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

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Kirti K. Trivedi	n/a	Is not responsible for selling or buying alcohol for the hotels
Deepak M. Gangahar	n/a	He is not involved in the day to day operation of the hotels and for that reason he has not been required to take a training program

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Kirti K. Trivedi		See Attached

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date _____
 Deed
 Purchase Agreement

14. When do you intend to open for business? open now
15. What will be the main nature of business? lodging
16. What are the anticipated hours of operation? approx: 5pm - 7pm - reception hotel 24 hou
17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Kirti K. Trivedi: Omaha, NE	2007	Present	Seema Trivedi: Omaha, NE	2009	Present
			San Pablo, CA	2006	2009
Deepak M. Gangahar: Omaha, NE	2015	Present	Kiran Gangahar: Omaha, NE	2015	Present
Lincoln, NE	1984	2015	Lincoln, NE	1984	2015

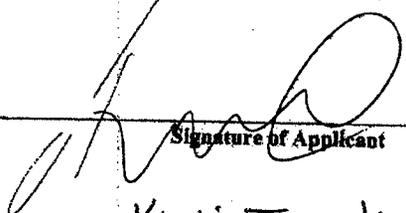
If necessary attach a separate sheet.

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

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

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

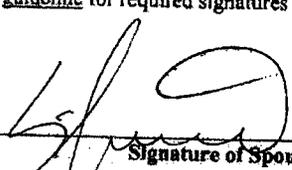
Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures



Signature of Applicant

Kirti Trivedi

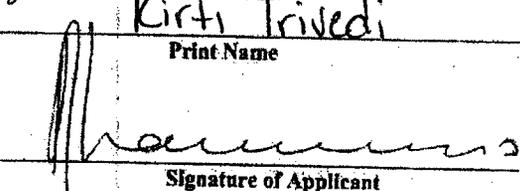
Print Name



Signature of Spouse

Seema Trivedi

Print Name



Signature of Applicant

DEEPAK M. GANGAHAR

Print Name



Signature of Spouse

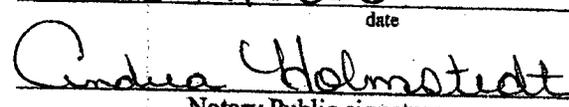
KIRAN GANGAHAR

Print Name

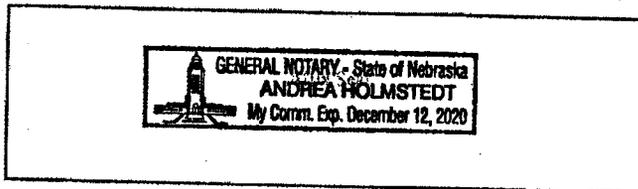
ACKNOWLEDGEMENT

State of Nebraska
County of Nebraska
June 19, 2020
date

The foregoing instrument was acknowledged before me this
by Kirti Trivedi, Seema Trivedi, Kiran
Gangahar & Deepak Gangahar
name of person(s) acknowledged (individual(s) signing)



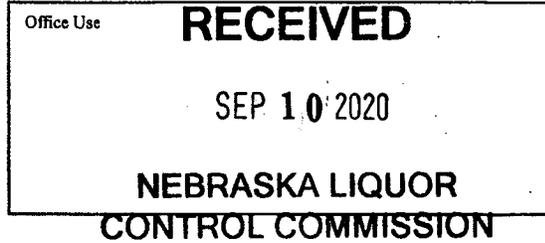
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities.
A ten day advance period is required in writing to produce the alternate format.

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show the words "stamp or barcode received by Secretary of States office")

Name of Registered Agent: 1 Kirti K. Trivedi

Name of Limited Liability Company that will hold license as listed on the Articles of Organization
Crete Lodging, L.L.C.

LLC Address: 2523 Farnam ST
City: Omaha State: NE Zip Code: 68131
LLC Phone Number: 402-933-6959 LLC Fax Number: 402-614-1867

Name of Managing/Contact Member
Name and address of contact member must be listed on following page

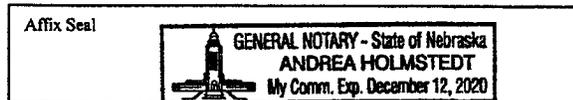
Last Name: Trivedi First Name: Kirti MI: K.
Home Address: 1177 Ironwood CIR City: Omaha
State: NE Zip Code: 68152 Home Phone Number: 402-432-4863 (cell)

[Signature]
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas The foregoing instrument was acknowledged before me this
June 19, 2020 by Kirti Trivedi
Date name of person acknowledge

Andrea Holmstedt



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

Last Name: Trivedi First Name: Kirti MI: K.

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

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

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

Percentage of member ownership 50%

Last Name: Gangahar First Name: Deepak MI: M.

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

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

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

Percentage of member ownership 50%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

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

Starting Date: January 1 Ending Date: December 31

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

CERTIFICATE OF ORGANIZATION

OF

CRETE LODGING, L.L.C.

The undersigned, acting as Organizer of a Limited Liability Company formed under the Nebraska Uniform Limited Liability Company Act, does hereby submit this document for filing with the Secretary of State and hereby verifies:

1. **Name.** The name of the company shall be Crete Lodging, L.L.C.
2. **Purpose.** The company is organized to engage in and to do any lawful act concerning any and all lawful business, other than banking or insurance, for which a limited liability company may be organized under the laws of Nebraska. The company is not organized to provide a professional service
3. **Designated Office.** The address of the designated office of the company in Nebraska is:

222 S 15th St, Ste 401N , Omaha, Nebraska 68102
4. **Registered Agent.** The name and address of the company's registered agent in Nebraska is:

Darrell K. Stock 5533 S. 27th St., Suite 203, Lincoln, NE 68512
5. **Effective Date.** The effective date shall be the date of filing.
6. **Duration.** The period of duration of the company shall be perpetual.

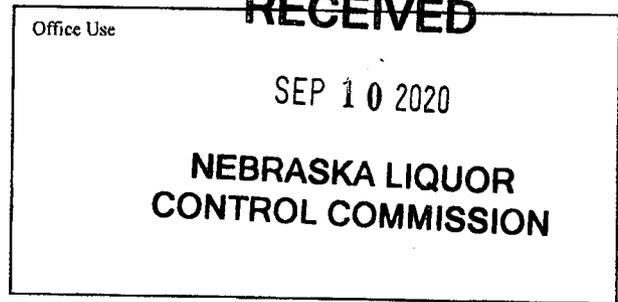
EXECUTED by the undersigned Organizer on the 8th day of May, 2015.



Darrell K. Stock, Organizer
5533 S. 27th St., Suite 203
Lincoln, NE 68512
(402) 474-8690

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Crete Lodging, L.L.C.

Premise information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Fairfield Inn Crete

Premise Street Address: 3015 Betten Drive

City: Crete County Saline Zip Code: 68333

Premise Phone Number: ~~No number at this time~~ 402-318-7770

Premise Email address: andrea.holmstedt@anantops.com [Andrea Holmstedt]

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Holmstedt First Name: Andrea MI: R.

Home Address: 8015 N. 28th St.

City: Omaha County: Douglas Zip Code: 68112

Home Phone Number: (402) 991-0644

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

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

Email address: andrea.holmstedt@anantops.com

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

YES NO

Spouse's information

Spouses Last Name: Holmstedt First Name: Noel MI: J.

Social Security Num: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of B: [REDACTED] Place Of Birth: Omaha, NE

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	1976	Present	Omaha, NE	1975	Present

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2001	2012	Holiday Inn	Lisa Schnackel	402-393-3950
2012	Present	Anant Operations, Inc.	Kirti K. Trivedi	402-933-6959

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
See Attached				

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

YES NO

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

See attached

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

YES NO

#1

ATTACHMENT TO MANAGER APPLICATION FOR LIQUOR LICENSE

RESPONSE TO QUESTION 1.

READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY. Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

See attached Court Case Summaries/Ticket

Please Note: The 2004 and 2005 charges were in the name of Andrea R. Kress, applicant's maiden name

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Andrea R. Holmstedt	7/26/2012	Omaha, NE	Speeding	Guilty Plea by Waiver
	7/7/2004	Omaha, NE	Speeding	Guilty Plea by Waiver
	1/12/2005	Omaha, NE	Speeding	Guilty Plea by Waiver
	9/2/2019	Platte City, MO	Speeding	Paid fine

#2

ATTACHMENT TO MANAGER APPLICATION FOR LIQUOR LICENSE

RESPONSE TO QUESTION 2:

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

Name of Premises:

1. Husker Management, Inc. d/b/a Holiday Inn Express & Suites Lincoln Southeast
2. DMK Union General Partnership d/b/a Holiday Inn Downtown Omaha
3. Tamarin Lodging, LLC d/b/a Holiday Inn Lincoln Southwest
4. LNK Lodging, LLC d/b/a Holiday Inn Express & Suites Lincoln Airport
5. 24th Street Enterprises, LLC d/b/a Even Hotel Downtown Omaha
6. LNK2 Lodging, LLC d/b/a Fairfield Inn & Suites – Lincoln Airport
7. Farnam Lodging, LLC d/b/a Holiday Inn Express Downtown Omaha
8. McCook Lodging, LLC d/b/a HOLIDAY INN EXPRESS McCook
9. Village Pointe Lodging, LLC d/b/a Aloft-Omaha West

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

*NLCC Training Certificate Issued: 4-9-20 Name on Certificate: Andrea R. Holmstedt

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Andrea R. Holmstedt	04/2020	Responsible Beverage Service Training

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Andrea Holmstedt	2001-2012	Holiday Inn, Omaha, NE; Banquets & Bartender duties included Accounts Payable/Receivables (order alcohol and pay for it); monthly inventory, hotel, banquets and waterpark
	2001-2012	Holiday Inn, Omaha, NE; Accounting
	2012-Present	Anant Operations, Omaha, NE; Corporate Controller duties include Accounts Payable/Receivables, order and pay for alcohol; monitor daily alcohol inventory and compare to POS system receipts; document alcohol inventory and coach, council and provide training for various hotels
	2017-Present	Liquor license manager for several hotels see attached list in response to question #2

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 1634.

Andrea Holmstedt
Signature of Manager Applicant

[Handwritten Signature]
Signature of Spouse

ACKNOWLEDGEMENT

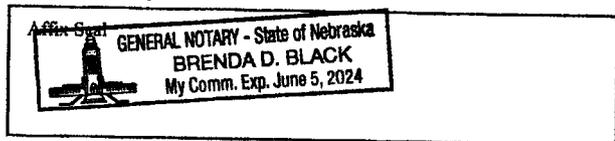
State of Nebraska
County of Lancaster

The foregoing instrument was acknowledged before me this

22nd day of June 2020 date

by Andrea Holmstedt & Noel J Holmstedt
NAME OF PERSON BEING ACKNOWLEDGED

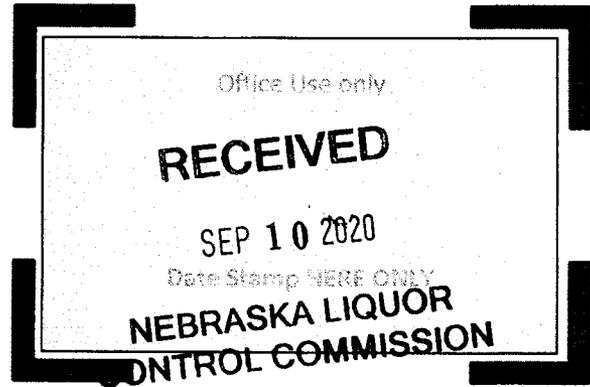
[Handwritten Signature]
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

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

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/psp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License

The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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Trade Name: Fairfield Inn Crete

Name of Person Bring Fingerprinted: Andrea Holmstedt

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED] Date fingerprints were taken: 7-27-20

Location where fingerprints were taken: Troop A - NSP office 108th L Omaha NE

How was payment made to NSP?

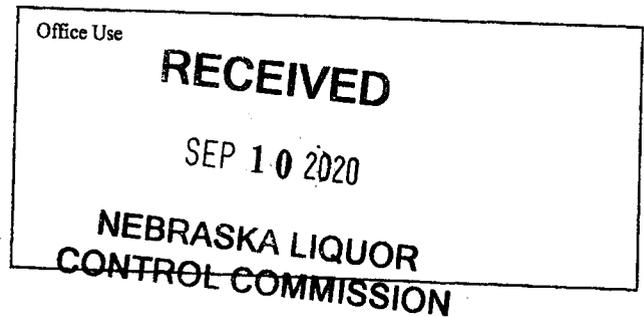
NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

Andrea Holmstedt
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
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I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

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

[Handwritten Signature]
Signature of NON-PARTICIPATING SPOUSE

[Handwritten Signature]
Signature of APPLICANT

Noel J. Holmstedt
Print Name

Andrea R. Holmstedt
Print Name

State of Nebraska, County of Lancaster

State of Nebraska, County of Lancaster

The foregoing instrument was acknowledged before me
this 22nd day of June 2020 (date)

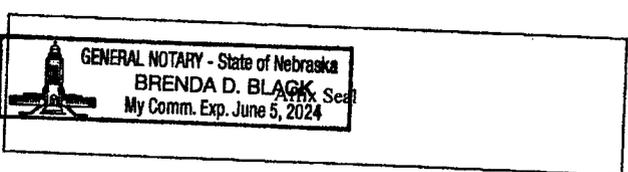
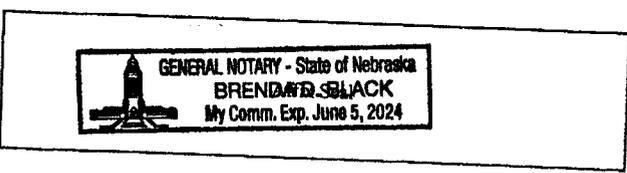
The foregoing instrument was acknowledged before me
this 22nd day of June 2020 (date)

by Noel J. Holmstedt
Name of person acknowledged
(Individual signing document)

by Andrea Holmstedt
Name of person acknowledged
(Individual signing document)

[Handwritten Signature]
Notary Public Signature

[Handwritten Signature]
Notary Public Signature



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

**CERTIFICATE OF COMPLETION
RESPONSIBLE HOSPITALITY COUNCIL
MANAGEMENT TRAINING**

This certificate is awarded to

Andrea Holmstedt

For completing the Hospitality Insider Training and Lincoln Server/Seller Permit
Training Date April 9, 2020, Expires April 9, 2023

RESPONSIBLE HOSPITALITY COUNCIL

Signature

Signature

Date

Date

4/9/20

4/9/2020



RESPONSIBLE HOSPITALITY COUNCIL

OMAHA DOUGLAS COUNTY HEALTH DEPARTMENT
 Division of Vital Statistics
CERTIFICATE OF LIVE BIRTH

356306

CHILD - NAME FIRST MIDDLE LAST Andrea Rae Kress		SEX Female		THIS BIRTH SINGLE, TWIN, TRIPLET, ETC. Single		IF NOT SINGLE BIRTH - SON 2BIB, 3B, (SPECIFY)		HOUR 1:12 P	
CITY, TOWN, OR LOCATION OF BIRTH Omaha		INSIDE CITY LIMITS (SPECIFY STREET OR ROAD) yes		HOSPITAL - NAME Nebraska Methodist Hospital		IF NOT IN HOSPITAL, GIVE STREET AND NUMBER Douglas			
MOTHER - MAIDEN NAME FIRST MIDDLE LAST Teresa Evelyn Neumann		RESIDENCE - STATE Nebraska		COUNTY Douglas		CITY, TOWN, OR LOCATION Omaha		ZIP CODE 68105	
FATHER - NAME FIRST MIDDLE LAST Lamont Dennis Kress		AGE AT TIME OF BIRTH 26		STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY) Nebraska		INSIDE CITY LIMITS (SPECIFY STREET OR ROAD) yes		STREET AND NUMBER 3920 Vinton St.	
INFORMANT - NAME OR SIGNATURE Teresa Evelyn Kress		AGE AT TIME OF THIS BIRTH 28		STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY) Iowa		RELATION TO CHILD Mother		CERTIFY THAT THE ABOVE NAMED CHILD WAS BORN ALIVE AT THE PLACE AND TIME AND ON THE DATE STATED ABOVE	
IN SIGNATURE Bernard Magid, M.D.		DATE SIGNED 9-20-76		ATTENDANT - M.D., P.O., OTHER M.D.		M.A. SIGNATURE Bernard Magid, M.D.			
REGISTRAR - SIGNATURE <i>[Signature]</i>		MAILING ADDRESS 8300 Dodge St.		STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP		DATE RECEIVED BY LOCAL REGISTRAR SEP 21 1976			

This certifies this document to be a true copy of an original record on file with the Vital Statistics Section of the Douglas County Health Department, Omaha, Nebraska. Certified copies must have a raised seal in the area to the left. Reproductions of this green certificate are not legal copies.

Date issued, DEC 7 1987

Daniel D. Hartung, M.P.H.
 (Registrar)

DOUGLAS COUNTY ELECTION COMMISSION
 225 N 115th ST
 OMAHA, NE 68154

PSRT
 FIRST-CLASS MAIL
 U.S. POSTAGE
 PAID
 PERMIT NO. 140
 OMAHA NE

**POLLING PLACE
 INFORMATION CARD**



RETURN SERVICE REQUESTED

**Want to Work on Election Day?
 Call (402) 444-VOTE to Volunteer!**

DOUGLAS COUNTY ELECTION COMMISSION
 Phone: (402) 444-VOTE (8683)
 Fax: (402) 444-4181
 Email: questions@votedouglascounty.com
 Hours: 8:30 a.m. - 5:00 p.m., Monday - Friday
 www.votedouglascounty.com

||||| P1 8016 *****AUTO**5-DIGIT 68110
 Andrea R Holmstedt
 8015 N 28th Ave
 Omaha NE 68112-2407

This is your new **POLLING PLACE INFORMATION CARD**. This card replaces any previous card you may have received. Please discard any old cards to avoid confusion. **You are receiving this card because your polling place has changed.** Please review your name, address, and political party listed below. If you find errors, please contact us immediately. Remember to reregister every time you move, change your name, or change parties.

You do not need to present this card in order to vote; however, it will help ensure you are voting at your correct location and in the correct precinct. If you have any questions, please contact us at (402) 444-VOTE (8683). You may also visit the Election Commission website at www.votedouglascounty.com. The website contains sample ballots and information regarding early voting, candidates, offices, and elected officials.

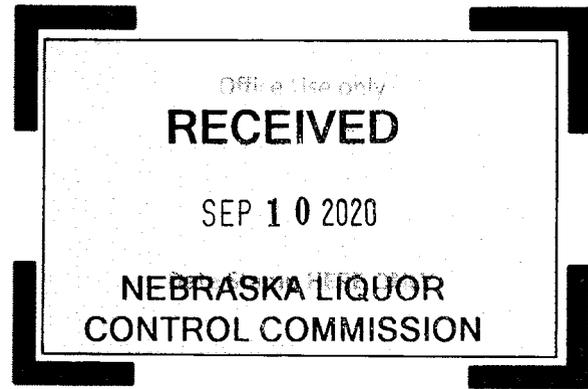
Name: Andrea R Holmstedt	 2631431
Address: 8015 N 28th Ave Omaha NE 68112	
Polling Place: Florence Recreation Center Preschool Room 2920 Bondesson Street Omaha NE 68112 Hndcp. Use South or West Doors	Party: R Ward: 01 Precinct: 02 Ballot Type: 03 Date Issued: 3/15/2017

DISTRICT INFORMATION			
U.S. House of Rep	2	Legislature	13
City Council	1	Bd of Regents	4
NRD	3	MUD	Yes
OPPD	6	ESU	None
Public Svc Comm	2	Supreme Court	2
Appeals Court	2	School District	Omaha Sub #01
		Mayor	Omaha 4
		State Bd of Ed	Metro CC 2
		Metro CC	Learning Community 2
		County Comm	3

★ POLLS ARE OPEN ON ELECTION DAY FROM 8:00 A.M. TO 8:00 P.M. ★

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

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
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LINCOLN, NE 68509-5046
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Trade Name: Fairfield Inn Crete

Name of Person Bring Fingerprinted: Kirti K. Trivedi

Date of Birth [REDACTED] Last 4 SSN [REDACTED] Date fingerprints were taken: 10/24/18

Location where fingerprints were taken: NSP Office 108th & L Streets, Omaha, NE

How was payment made to NSP?

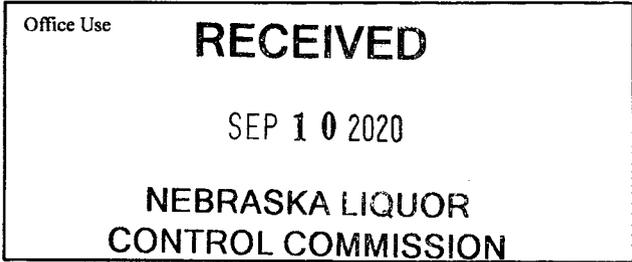
NSP PAYPORT CASH CHECK SENT TO NSP CK # N/A

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

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

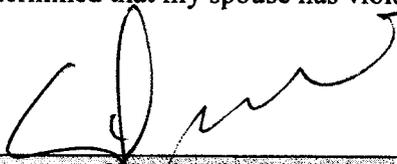
**SPOUSAL AFFIDAVIT OF
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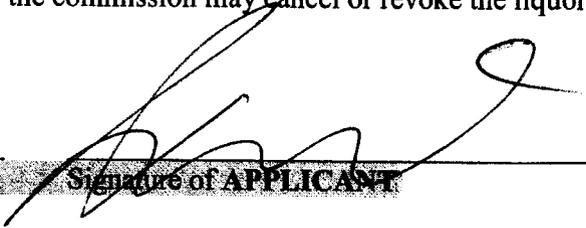
I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign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

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



Signature of **NON-PARTICIPATING SPOUSE**
Seema Trivedi

Print Name



Signature of **APPLICANT**
Kirti K. Trivedi

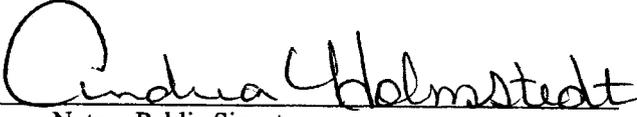
Print Name

State of Nebraska, County of Douglas
The foregoing instrument was acknowledged before me
this June 19 2020 (date)
by Seema Trivedi

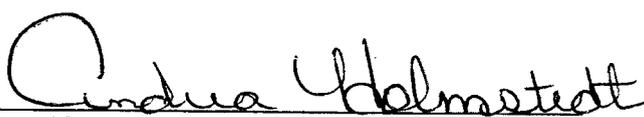
Name of person acknowledged
(Individual signing document)

State of Nebraska, County of Douglas
The foregoing instrument was acknowledged before me
this June 19 2020 (date)
by Kirti Trivedi

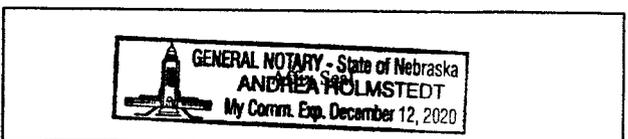
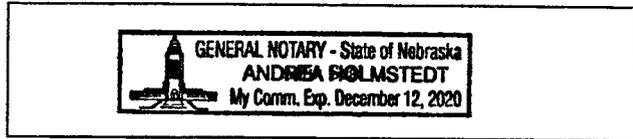
Name of person acknowledged
(Individual signing document)



Notary Public Signature



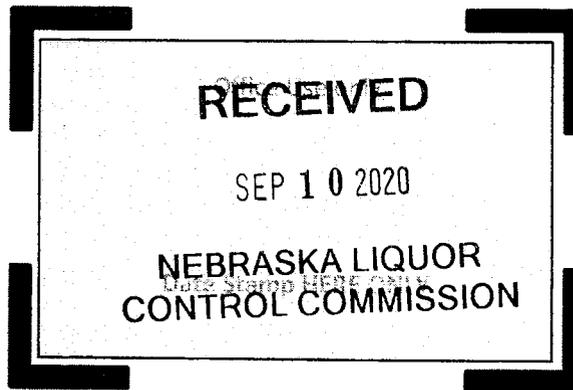
Notary Public Signature



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**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
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Trade Name: Fairfield Inn Crete

Name of Person Bring Fingerprinted: Deepak M. Gangahar

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED] Date fingerprints were taken: 9/17/2018

Location where fingerprints were taken: NSP Office 108th & L Streets, Omaha, NE

How was payment made to NSP?

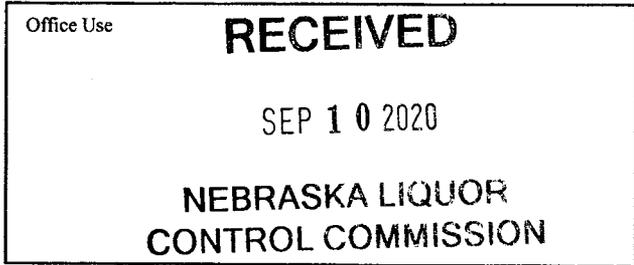
NSP PAYPORT CASH CHECK SENT TO NSP CK # N/A

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

[Signature]
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**SPOUSAL AFFIDAVIT OF
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Signature of **NON-PARTICIPATING SPOUSE**

Kiran Gangahar
Print Name

Signature of **APPLICANT**

Deepak M. Gangahar
Print Name

State of Nebraska, County of Douglas

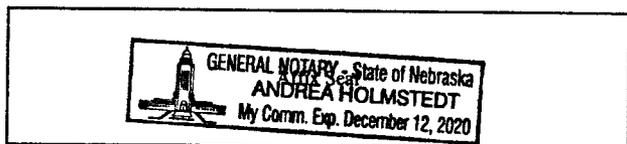
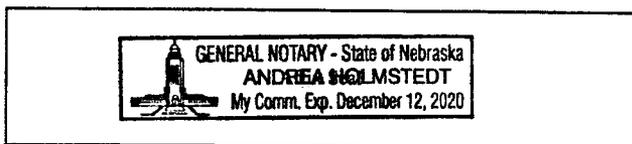
The foregoing instrument was acknowledged before me
this June 19, 2020 (date)

by Kiran Gangahar
Name of person acknowledged
(Individual signing document)

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this June 19, 2020 (date)

by Deepak Gangahar
Name of person acknowledged
(Individual signing document)

Notary Public Signature
Notary Public Signature

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A ten day advance period is requested in writing to produce the alternate format.

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
jackie.matulka@nebraska.gov
OTC Local Ref ID: 50764406
9/8/2020 02:45 PM

Status: **APPROVED**
Customer Name: Crete Lodging LLC
Type: Visa
Credit Card Number: **** * 8532

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License	1	56046746	\$400.00
Applicant Name: Crete Lodging LLC			
Trade Name: Fairfield Inn Crete			
Premises Address: 3015 Betten Dr			
Premises City: Crete			
Total remitted to the Nebraska Liquor Control Commission			\$400.00
Total Amount Charged			\$409.96

Subject: Fw: Nebraska State Patrol - Payment Receipt
From: "ANDREA HOLMSTEDT" <ANDREA.HOLMSTEDT@anantops.com>
Sent: 9/8/2020 2:39:05 PM
To: "Brenda Black" <bblack@inebraska.com>;



Andrea Holmstedt | Anant Operations | Controller
Mailing Address | PO Box 3847 | Omaha, NE 68103-0847
Physical Address | 2523 Farnam St | Omaha, NE 68131
Office 402.932.9775 | Fax 402.614.1867 | andrea.holmstedt@anantops.com

From: nebraska <NoReplyOTC@egov.com>
Sent: Tuesday, July 14, 2020 4:20 PM
To: ANDREA HOLMSTEDT <ANDREA.HOLMSTEDT@anantops.com>
Subject: Nebraska State Patrol - Payment Receipt

PURCHASE RECEIPT

Nebraska State Patrol - Criminal Identification Division

3800 NW 12th Street, Suite A
Lincoln NE 68521
(402)479-4971
nsp.criminalident@nebraska.gov
OTC Local Ref ID: 49469302
7/14/2020 04:20 PM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**
Customer Name: CRETE LODGING LLC
Type: Visa
Credit Card Number: **** * 8532

Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	53623814	\$45.25

Applicant Name: **ANDREA HOLMSTEDT**

Date of Birth: **09-13-1976**

Last four of Social Security Number: **1658**

Total remitted to the Nebraska State Patrol - Criminal Identification Division	\$45.25
Total Amount Charged	\$46.38

Subject: Fw: Nebraska Liquor Control Commission - Receipt
From: "ANDREA HOLMSTEDT" <ANDREA.HOLMSTEDT@anantops.com>
Sent: 9/8/2020 3:12:48 PM
To: "Brenda Black" <bblack@inebraska.com>;



Andrea Holmstedt | Anant Operations | Controller
Mailing Address | PO Box 3847 | Omaha, NE 68103-0847
Physical Address | 2523 Farnam St | Omaha, NE 68131
Office 402.932.9775 | Fax 402.614.1867 | andrea.holmstedt@anantops.com

From: nebraska <NoReplyOTC@egov.com>
Sent: Tuesday, September 8, 2020 2:45 PM
To: ANDREA HOLMSTEDT <ANDREA.HOLMSTEDT@anantops.com>
Subject: Nebraska Liquor Control Commission - Receipt

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
jackie.matulka@nebraska.gov
OTC Local Ref ID: 50764406
9/8/2020 02:45 PM

Status: **APPROVED**
Customer Name: Crete Lodging LLC
Type: Visa
Credit Card Number: **** * 8532

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License	1	56046746	\$400.00

Applicant Name: **Crete Lodging LLC**

Trade Name: **Fairfield Inn Crete**

Premises Address: **3015 Betten Dr**

Premises City: **Crete**

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

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

RECEIVED		
SEP 10 2020		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES / NO	<input checked="" type="radio"/> New/Replacing #	
Class Type <u>C</u>	123938	Initial <u>TB</u>

Applicant name Crete Lodging, L.L.C.

Trade name Fairfield Inn Crete

Previous trade name _____

Contact email address andrea.holmstedt@anantops.com [Andrea Holmstedt]

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

<p>Office use only</p> <p>PAYMENT TYPE <u>Pay Port</u></p> <p>AMOUNT: <u>400</u></p> <p>Received: <u>BR</u></p>	 <p>2000008772</p>
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1. Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. N/A If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. N/A If buying the business of a current liquor license holder:
 - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
 - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. N/A If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. N/A Enclose a list of any inventory or property owned by other parties that are on the premises.
9. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance
10. Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. Submit a copy of your business plan.

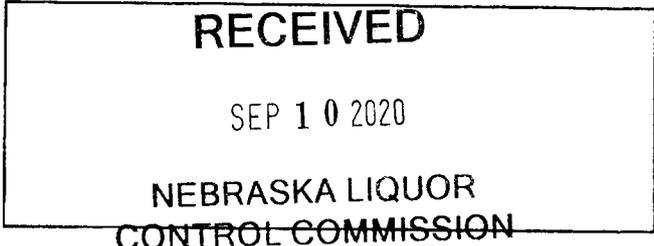
I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Kirti K. Trivedi, Managing Member

6-19-20
 Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

- RETAIL LICENSE(S)** Application Fee \$400 (nonrefundable)
- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application

Name Darrell K. Stock, Attorney; Brenda Black, Legal Assistant Phone number: 402-474-8690

Firm Name Darrell K. Stock, P.C., L.L.O.

PREMISES INFORMATION

Trade Name (doing business as) Fairfield Inn Crete

Street Address #1 3015 Betten Drive

Street Address #2 _____

City Crete County Saline Zip Code 68333

Premises Telephone number 402-318-7770

Business e-mail address andrea.holmstedt@anantops.com

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

Mailing address (where you want to receive mail from the Commission)

Name Anant Operations, Inc., Attention Andrea Holmstedt

Street Address #1 PO Box 3847

Street Address #2 _____

City Omaha State NE Zip Code 68103-0847

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

****For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length 195' x width 84' in feet

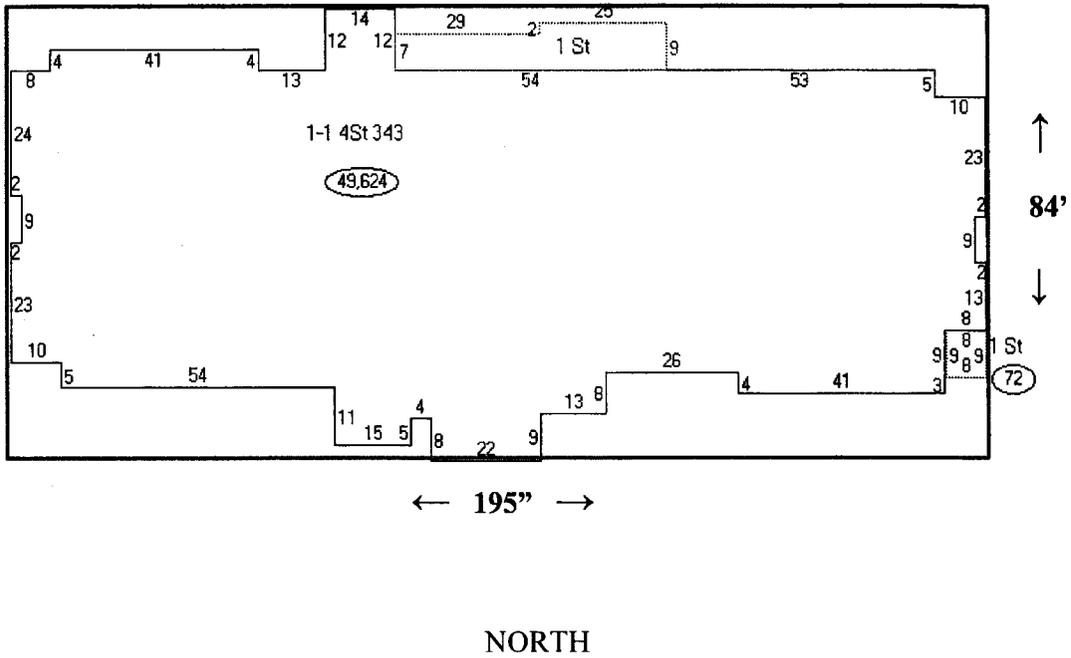
Is there a basement? Yes _____ No If yes, length _____ x width _____ in feet
Is there an outdoor area? Yes _____ No If yes, length _____ x width _____ in feet

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

See attached Diagram & Description

Crete Lodging, L.L.C.
Fairfield Inn Crete
3015 Betten Drive
Crete, NE 68333

Four (4) story motel, 195' long by 84' feet wide; no basement, no outside area



APPLICANT INFORMATION

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

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

YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
See attached				

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

YES NO

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

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

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

YES NO

If yes, give name and license number _____

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

YES NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

ATTACHMENT TO RETAIL APPLICATION FOR LIQUOR LICENSE RESPONSE TO QUESTION 1.

READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

Who	Date of Conviction mm/yyyy	Where Convicted City & State	Description of Charge	Disposition
Deepak Gangahar	11/12/2002	Sarpy County, NE	Speeding	Dismissed
	9/15/2000	Sarpy County, NE	Speeding	Dismissed
	10/23/2013	Douglas County, NE	Red Light	Guilty Plea by Waiver
	5/31/2011	Lancaster County, NE	Speeding	Guilty Plea by Waiver
	7/2/2012	Lancaster County, NE	Improper Registration	Guilty Plea by Waiver
	3/29/2016	Fillmore County, NE	Speeding	Guilty Plea by Waiver
	2/18/2014	Sarpy County, NE	Disobey stop lights	Guilty Plea by Waiver

Kiran Gangahar	2/1/2002	Cass County, NE	No valid registration	Guilty plea by waiver
	4/21/2009	Omaha, NE	Speeding	Guilty plea by waiver
	9/15/1995	Lincoln, NE	Speeding/no seat belt	Guilty plea by waiver
	8/11/2010	Otoe County, NE	Speeding	Guilty plea by waiver
Kirti K. Trivedi	4/11/2017	Douglas County, NE	DUI 3 rd Offense	Guilty Plea/Admission in Court
	10/4/2016	Douglas County, NE	(1) DUI 3 rd Offense (2) Refusal	Preliminary Waived bindover to District Court-see disposition Dist. Ct. Case
	21/21/2015	Douglas County, NE	No Valid Registration	Guilty Plea by Waiver
	12/17/2014	Lancaster County, NE	Improper Registration	Dismissed by Prosecutor
	12/27/2000	Kearney, NE	(1) Leave accident (2) Willful reckless drive amended to Careless	(1) Dismissed (2) Guilty plea by waiver
	8/12/2003	Lincoln, NE	Fail to deliver title on sale/No proof of Ins./No valid license	Dismissed
	12/7/2005	Lincoln, NE	(1) DUI (2) Drive on Suspended license (3) Negligent Drive	(1) Guilty (2) Dismissed (3) Dismissed
	4/19/2007	Lincoln, NE	Drive on Suspended license	Guilty
	8/28/2008	Omaha, NE	(1) DUI (2) Drive during revocation	(1) Guilty (2) Dismissed
	10/15/2001	Hall County, NE	Speeding	Guilty plea by waiver
	7/20/2001	Seward County, NE	Speeding	Guilty plea by waiver
	4/22/2003	Seward County, NE	Speeding	Guilty plea by waiver
	3/14/2005	Lincoln, NE	Speeding	Guilty plea by waiver
	11/1/1999	Adams County, NE	Speeding	Guilty
	12/6/2001	Red Willow County, NE	Speeding	Guilty plea by waiver
	4/9/2003	Cheyenne County, NE	No valid registration	License suspended to failing to appear
	10/27/2004	Adams County, NE	Speeding	Guilty plea by waiver
	12/2/2004	Harlan County, NE	Speeding	Guilty plea by waiver
	9/11/2000	Furnas County, NE	Speeding	Guilty plea by waiver
	1/25/2005	Gosper County, NE	Speeding	Guilty plea by waiver
3/1/1996	Denver, CO	(1) Disturbing the Peace (2) Trespass	(1) Dismissed (2) Dismissed	
8/24/1997	Pueblo, CO	(1) Disorderly Conduct (2) Damage Property (3) Public Peace/ Possession of Liquor	(1) Guilty Plea (2) Guilty Plea (3) Guilty Plea	
3/26/1998	Pueblo, CO	Criminal Mischief \$400-\$15,000	Dismissed	
8/27/98	Pueblo, CO	Criminal Mischief \$100-\$400	Dismissed	

Seema Trivedi	Unknown	California	Traffic violation	Unknown
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5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) Pinnacle Bank

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

YES NO

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

No silent partners

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

YES NO

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

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

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 - church or FORM 135 - campus

72 feet from Crete Area Medical Center

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

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

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

Pinnacle Bank - Kirti Trivedi & Deepak Gangahar

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

See attached list

ATTACHMENT TO RETAIL APPLICATION FOR LIQUOR LICENSE
 RESPONSE TO QUESTION 12:

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

Experience:

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Kirti K. Trivedi	2008-2019	Husker Management, Inc. d/b/a Holiday Inn Express & Suites Lincoln Southeast - May 2019 - Did not renew license
Co-owner and President/Managing Member of the entities listed which have held liquor licenses as indicated	2012-Present	DMK Union General Partnership d/b/a Holiday Inn Downtown Omaha
	2013-Present	Tamarin Lodging, LLC d/b/a Holiday Inn Lincoln Southwest
	2016-2019	LNK Lodging, LLC d/b/a Holiday Inn Express & Suites Lincoln Airport May 2019 - Did not renew license
	2016-Present	24 th Street Enterprises, LLC d/b/a Even Hotel Downtown Omaha
	2017-2019	LNK2 Lodging, LLC d/b/a Fairfield Inn & Suites – Lincoln Airport May 2019 - Surrendered license
	2018-Present	Farnam Lodging, LLC d/b/a Holiday Inn Express Downtown Omaha
	2018-Present	McCook Lodging, LLC d/b/a HOLIDAY INN EXPRESS McCook
	2019-Present	Village Pointe Lodging, L.L.C., Aloft-Omaha West

ATTACHMENT TO RETAIL APPLICATION FOR LIQUOR LICENSE
 RESPONSE TO QUESTION 11:

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

License No.	Licensee Name	Applicant
Unknown	Firethorn Golf Club	Gangahar was a previous partner
#082018 Class I	LNK Lodging, LLC d/b/a Holiday Inn Express & Suites Lincoln Airport May 2019 - Did not renew license as no longer doing the manager's reception	Trivedi Gangahar
#087982 Class I	Tamarin Lodging, LLC d/b/a Holiday Inn Lincoln Southwest (formerly Aura, Inc. d/b/a Aura Restaurant & Bar)	Trivedi Gangahar
#082019 Class I	Husker Management, Inc. d/b/a Holiday Inn Express Suites Lincoln Southeast May 2019 - Did not renew license as no longer doing the manager's reception	Trivedi
#099259 Class CK	DMK Union General Partnership d/b/a Holiday Inn Downtown Omaha (DMK Investments & Kirt Partners)	Trivedi Gangahar
#117353 Class C	24 th Street Enterprises, LLC d/b/a Even Hotel Downtown Omaha	Trivedi Gangahar
#121343 Class C	LNK2 Lodging, LLC d/b/a Fairfield Inn & Suites – Lincoln Airport May 2019 – Licensed surrendered	Trivedi Gangahar
#122853 Class C	Farnam Lodging, LLC d/b/a Holiday Inn Express Downtown Omaha	Trivedi Gangahar
#122854 Class C	McCook Lodging, LLC d/b/a Holiday Inn Express Mccook	Trivedi Gangahar
#123098 Class CK	Village Pointe Lodging d/b/a Aloft-Omaha West	Trivedi Gangahar

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

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Kirti K. Trivedi	n/a	Is not responsible for selling or buying alcohol for the hotels
Deepak M. Gangahar	n/a	He is not involved in the day to day operation of the hotels and for that reason he has not been required to take a training program

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Kirti K. Trivedi		See Attached

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date _____
 Deed
 Purchase Agreement

14. When do you intend to open for business? open now
15. What will be the main nature of business? lodging
16. What are the anticipated hours of operation? approx: 5pm - 7pm - reception hotel 24 hou
17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Kirti K. Trivedi: Omaha, NE	2007	Present	Seema Trivedi: Omaha, NE	2009	Present
			San Pablo, CA	2006	2009
Deepak M. Gangahar: Omaha, NE	2015	Present	Kiran Gangahar: Omaha, NE	2015	Present
Lincoln, NE	1984	2015	Lincoln, NE	1984	2015

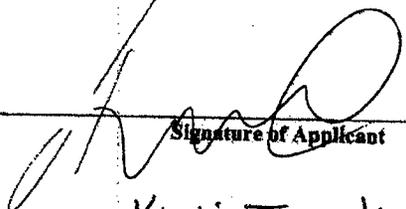
If necessary attach a separate sheet.

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

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

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

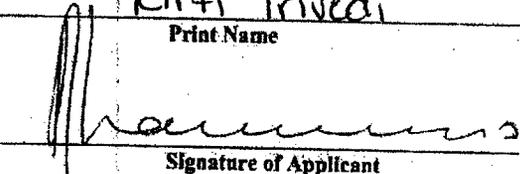
Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures



 Signature of Applicant

Kirti Trivedi

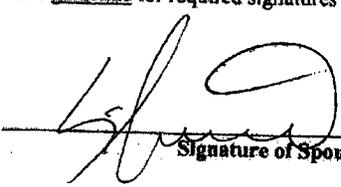
 Print Name



 Signature of Applicant

AAREK M. GANGAHAR

 Print Name



 Signature of Spouse

Seema Trivedi

 Print Name



 Signature of Spouse

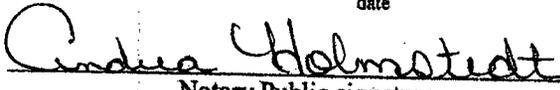
KIRAN GANGAHAR

 Print Name

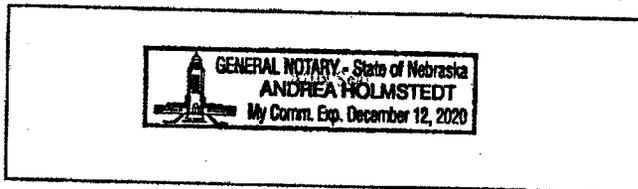
ACKNOWLEDGEMENT

State of Nebraska
 County of Nebraska
June 19, 2020
 date

The foregoing instrument was acknowledged before me this
 by Kirti Trivedi, Seema Trivedi, Kiran
Gangahar & Aarek Gangahar
 name of person(s) acknowledged (individual(s) signing)



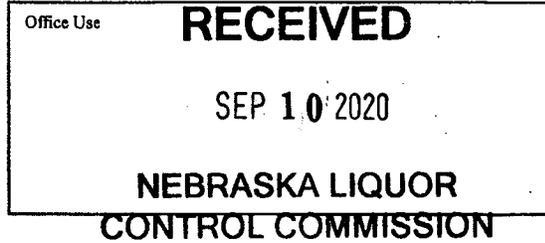
 Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show the nonle stamp or barcode received by Secretary of States office)

Name of Registered Agent: 1 Kirti K. Trivedi

Name of Limited Liability Company that will hold license as listed on the Articles of Organization
Crete Lodging, L.L.C.

LLC Address: 2523 Farnam ST
City: Omaha State: NE Zip Code: 68131
LLC Phone Number: 402-933-6959 LLC Fax Number 402-614-1867

Name of Managing/Contact Member
Name and address of contact member must be listed on following page

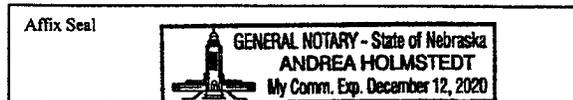
Last Name: Trivedi First Name: Kirti MI: K.
Home Address: 1177 Ironwood CIR City: Omaha
State: NE Zip Code: 68152 Home Phone Number: 402-432-4863 (cell)

[Signature]
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas The foregoing instrument was acknowledged before me this
June 19, 2020 by Kirti Trivedi
Date name of person acknowledge

Andrea Holmstedt



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

Last Name: Trivedi First Name: Kirti MI: K.

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

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

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

Percentage of member ownership 50%

Last Name: Gangahar First Name: Deepak MI: M.

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

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

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

Percentage of member ownership 50%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

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

Starting Date: January 1 Ending Date: December 31

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

CERTIFICATE OF ORGANIZATION

OF

CRETE LODGING, L.L.C.

The undersigned, acting as Organizer of a Limited Liability Company formed under the Nebraska Uniform Limited Liability Company Act, does hereby submit this document for filing with the Secretary of State and hereby verifies:

1. **Name.** The name of the company shall be Crete Lodging, L.L.C.
2. **Purpose.** The company is organized to engage in and to do any lawful act concerning any and all lawful business, other than banking or insurance, for which a limited liability company may be organized under the laws of Nebraska. The company is not organized to provide a professional service
3. **Designated Office.** The address of the designated office of the company in Nebraska is:

222 S 15th St, Ste 401N , Omaha, Nebraska 68102
4. **Registered Agent.** The name and address of the company's registered agent in Nebraska is:

Darrell K. Stock 5533 S. 27th St., Suite 203, Lincoln, NE 68512
5. **Effective Date.** The effective date shall be the date of filing.
6. **Duration.** The period of duration of the company shall be perpetual.

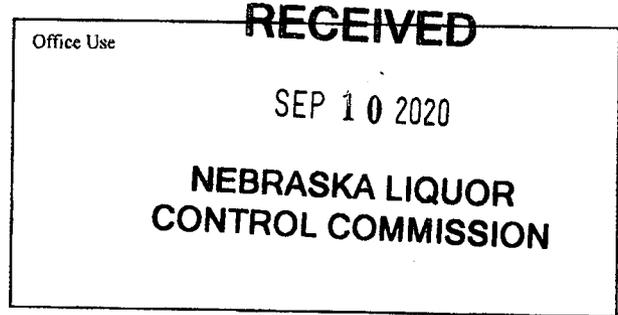
EXECUTED by the undersigned Organizer on the 8th day of May, 2015.



Darrell K. Stock, Organizer
5533 S. 27th St., Suite 203
Lincoln, NE 68512
(402) 474-8690

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Crete Lodging, L.L.C.

Premise information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Fairfield Inn Crete

Premise Street Address: 3015 Betten Drive

City: Crete County Saline Zip Code: 68333

Premise Phone Number: ~~No number at this time~~ 402-318-7770

Premise Email address: andrea.holmstedt@anantops.com [Andrea Holmstedt]

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Holmstedt First Name: Andrea MI: R.

Home Address: 8015 N. 28th St.

City: Omaha County: Douglas Zip Code: 68112

Home Phone Number: (402) 991-0644

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

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

Email address: andrea.holmstedt@anantops.com

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

YES NO

Spouse's information

Spouses Last Name: Holmstedt First Name: Noel MI: J.

Social Security Num: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of B: [REDACTED] Place Of Birth: Omaha, NE

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	1976	Present	Omaha, NE	1975	Present

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2001	2012	Holiday Inn	Lisa Schnackel	402-393-3950
2012	Present	Anant Operations, Inc.	Kirti K. Trivedi	402-933-6959

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
See Attached				

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

YES NO

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

See attached

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

YES NO

#1

ATTACHMENT TO MANAGER APPLICATION FOR LIQUOR LICENSE

RESPONSE TO QUESTION 1.

READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY. Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

See attached Court Case Summaries/Ticket

Please Note: The 2004 and 2005 charges were in the name of Andrea R. Kress, applicant's maiden name

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Andrea R. Holmstedt	7/26/2012	Omaha, NE	Speeding	Guilty Plea by Waiver
	7/7/2004	Omaha, NE	Speeding	Guilty Plea by Waiver
	1/12/2005	Omaha, NE	Speeding	Guilty Plea by Waiver
	9/2/2019	Platte City, MO	Speeding	Paid fine

#2

ATTACHMENT TO MANAGER APPLICATION FOR LIQUOR LICENSE

RESPONSE TO QUESTION 2:

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

Name of Premises:

1. Husker Management, Inc. d/b/a Holiday Inn Express & Suites Lincoln Southeast
2. DMK Union General Partnership d/b/a Holiday Inn Downtown Omaha
3. Tamarin Lodging, LLC d/b/a Holiday Inn Lincoln Southwest
4. LNK Lodging, LLC d/b/a Holiday Inn Express & Suites Lincoln Airport
5. 24th Street Enterprises, LLC d/b/a Even Hotel Downtown Omaha
6. LNK2 Lodging, LLC d/b/a Fairfield Inn & Suites – Lincoln Airport
7. Farnam Lodging, LLC d/b/a Holiday Inn Express Downtown Omaha
8. McCook Lodging, LLC d/b/a HOLIDAY INN EXPRESS McCook
9. Village Pointe Lodging, LLC d/b/a Aloft-Omaha West

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

*NLCC Training Certificate Issued: 4-9-20 Name on Certificate: Andrea R. Holmstedt

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Andrea R. Holmstedt	04/2020	Responsible Beverage Service Training

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Andrea Holmstedt	2001-2012	Holiday Inn, Omaha, NE; Banquets & Bartender duties included Accounts Payable/Receivables (order alcohol and pay for it); monthly inventory, hotel, banquets and waterpark
	2001-2012	Holiday Inn, Omaha, NE; Accounting
	2012-Present	Anant Operations, Omaha, NE; Corporate Controller duties include Accounts Payable/Receivables, order and pay for alcohol; monitor daily alcohol inventory and compare to POS system receipts; document alcohol inventory and coach, council and provide training for various hotels
	2017-Present	Liquor license manager for several hotels see attached list in response to question #2

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 1634.

Andrea Holmstedt
Signature of Manager Applicant

[Signature]
Signature of Spouse

ACKNOWLEDGEMENT

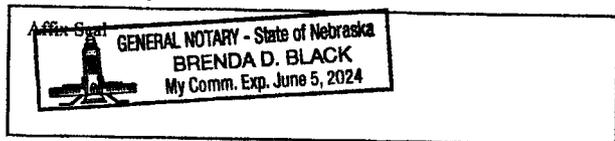
State of Nebraska
County of Lancaster

The foregoing instrument was acknowledged before me this

22nd day of June 2020
date

by Andrea Holmstedt & Noel J Holmstedt
NAME OF PERSON BEING ACKNOWLEDGED

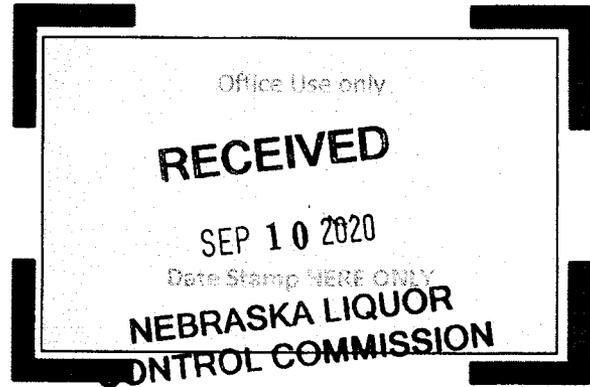
[Signature]
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

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

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

Trade Name: Fairfield Inn Crete

Name of Person Bring Fingerprinted: Andrea Holmstedt

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED] Date fingerprints were taken: 7-27-20

Location where fingerprints were taken: Troop A - NSP office 108th L Omaha NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

Andrea Holmstedt
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use
RECEIVED
SEP 10 2020
**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

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

[Handwritten Signature]
Signature of NON-PARTICIPATING SPOUSE

[Handwritten Signature]
Signature of APPLICANT

Noel J. Holmstedt
Print Name

Andrea R. Holmstedt
Print Name

State of Nebraska, County of Lancaster

State of Nebraska, County of Lancaster

The foregoing instrument was acknowledged before me
this 22nd day of June 2020 (date)

The foregoing instrument was acknowledged before me
this 22nd day of June 2020 (date)

by Noel J. Holmstedt
Name of person acknowledged
(Individual signing document)

by Andrea Holmstedt
Name of person acknowledged
(Individual signing document)

[Handwritten Signature]
Notary Public Signature

[Handwritten Signature]
Notary Public Signature

GENERAL NOTARY - State of Nebraska
BRENDA D. BLACK
My Comm. Exp. June 5, 2024

GENERAL NOTARY - State of Nebraska
BRENDA D. BLACK, Seal
My Comm. Exp. June 5, 2024

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

**CERTIFICATE OF COMPLETION
RESPONSIBLE HOSPITALITY COUNCIL
MANAGEMENT TRAINING**

This certificate is awarded to

Andrea Holmstedt

For completing the Hospitality Insider Training and Lincoln Server/Seller Permit
Training Date April 9, 2020, Expires April 9, 2023

RESPONSIBLE HOSPITALITY COUNCIL

Signature

Signature

Date

Date

4/9/20

4/9/2020



RESPONSIBLE HOSPITALITY COUNCIL

OMAHA DOUGLAS COUNTY HEALTH DEPARTMENT
 Division of Vital Statistics
CERTIFICATE OF LIVE BIRTH

356306

CHILD - NAME FIRST MIDDLE LAST Andrea Rae Kress		SEX Female		THIS BIRTH SINGLE, TWIN, TRIPLET, ETC. Single		IF NOT SINGLE BIRTH - JON ZEPH, ETC. (SPECIFY)		HOUR 1:12 P	
CITY, TOWN, OR LOCATION OF BIRTH Omaha				INSIDE CITY LIMITS (SPECIFY STREET OR ROAD) yes		HOSPITAL - NAME Nebraska Methodist Hospital			
MOTHER - MAIDEN NAME FIRST MIDDLE LAST Teresa Evelyn Neumann		RESIDENCE - STATE Nebraska		COUNTY Douglas		CITY, TOWN, OR LOCATION Omaha		ZIP CODE 68105	
FATHER - NAME FIRST MIDDLE LAST Lamont Dennis Kress		AGE AT TIME OF BIRTH 26		STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY) Nebraska		INSIDE CITY LIMITS (SPECIFY STREET OR ROAD) yes		STREET AND NUMBER 3920 Vinton St.	
INFORMANT - NAME OR SIGNATURE Teresa Evelyn Kress		AGE AT TIME OF THIS BIRTH 28		STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY) Iowa		RELATION TO CHILD Mother			
CERTIFY THAT THE ABOVE NAMED CHILD WAS BORN ALIVE AT THE PLACE AND TIME AND ON THE DATE STATED ABOVE									
IN SIGNATURE /s/ Bernard Magid, M.D.				DATE SIGNED 9-20-76		ATTENDANT - M.D., P.O., OTHER SPECIFY M.D.			
CERTIFIER - NAME Bernard Magid, M.D.				MAILING ADDRESS 8300 Dodge St.					
REGISTRAR - SIGNATURE <i>[Signature]</i>				DATE RECEIVED BY LOCAL REGISTRAR MONTH DAY YEAR SEP 21 1976					

This certifies this document to be a true copy of an original record on file with the Vital Statistics Section of the Douglas County Health Department, Omaha, Nebraska. Certified copies must have a raised seal in the area to the left. Reproductions of this green certificate are not legal copies.

Date issued, **DEC 7 1987**

[Signature]
(Registrar)

DOUGLAS COUNTY ELECTION COMMISSION
 225 N 115th ST
 OMAHA, NE 68154

PSRT
 FIRST-CLASS MAIL
 U.S. POSTAGE
 PAID
 PERMIT NO. 140
 OMAHA NE

**POLLING PLACE
 INFORMATION CARD**



RETURN SERVICE REQUESTED

**Want to Work on Election Day?
 Call (402) 444-VOTE to Volunteer!**

DOUGLAS COUNTY ELECTION COMMISSION
 Phone: (402) 444-VOTE (8683)
 Fax: (402) 444-4181
 Email: questions@votedouglascounty.com
 Hours: 8:30 a.m. - 5:00 p.m., Monday - Friday
 www.votedouglascounty.com

||||| P1 8016 *****AUTO**5-DIGIT 68110
 Andrea R Holmstedt
 8015 N 28th Ave
 Omaha NE 68112-2407

This is your new **POLLING PLACE INFORMATION CARD**. This card replaces any previous card you may have received. Please discard any old cards to avoid confusion. **You are receiving this card because your polling place has changed.** Please review your name, address, and political party listed below. If you find errors, please contact us immediately. Remember to reregister every time you move, change your name, or change parties.

You do not need to present this card in order to vote; however, it will help ensure you are voting at your correct location and in the correct precinct. If you have any questions, please contact us at (402) 444-VOTE (8683). You may also visit the Election Commission website at www.votedouglascounty.com. The website contains sample ballots and information regarding early voting, candidates, offices, and elected officials.

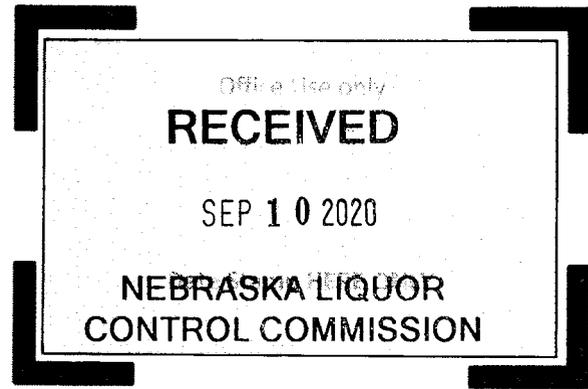
Name:	Andrea R Holmstedt	
Address:	8015 N 28th Ave Omaha NE 68112	
Polling Place:	Florence Recreation Center Preschool Room 2920 Bondesson Street Omaha NE 68112 Hndcp. Use South or West Doors	Party: R Ward: 01 Precinct: 02 Ballot Type: 03 Date Issued: 3/15/2017

DISTRICT INFORMATION			
U.S. House of Rep	2	Legislature	13
City Council	1	Bd of Regents	4
NRD	3	MUD	Yes
OPPD	6	ESU	None
Public Svc Comm	2	Supreme Court	2
Appeals Court	2	School District	Omaha Sub #01
		Mayor	Omaha 4
		State Bd of Ed	Metro CC 2
		Learning Community	County Comm 3

★ POLLS ARE OPEN ON ELECTION DAY FROM 8:00 A.M. TO 8:00 P.M. ★

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

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Trade Name: Fairfield Inn Crete

Name of Person Bring Fingerprinted: Kirti K. Trivedi

Date of Birth [REDACTED] Last 4 SSN [REDACTED] Date fingerprints were taken: 10/24/18

Location where fingerprints were taken: NSP Office 108th & L Streets, Omaha, NE

How was payment made to NSP?

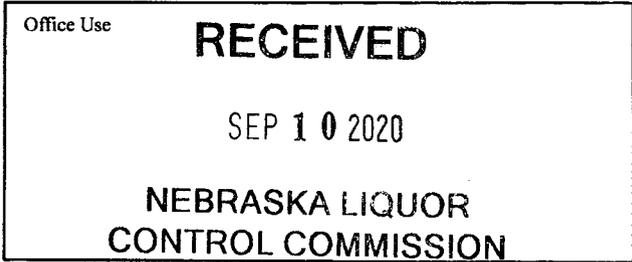
NSP PAYPORT CASH CHECK SENT TO NSP CK # N/A

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

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

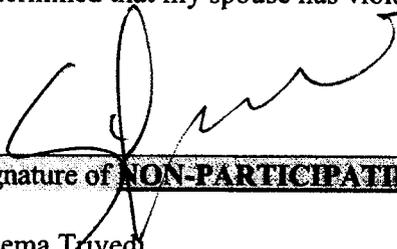
**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



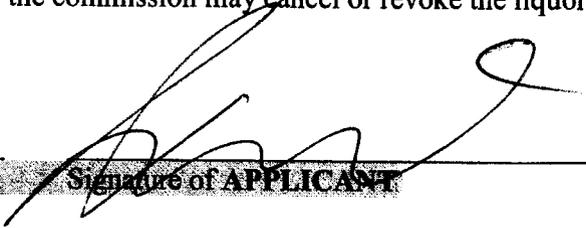
I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign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

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



Signature of **NON-PARTICIPATING SPOUSE**
Seema Trivedi

Print Name



Signature of **APPLICANT**
Kirti K. Trivedi

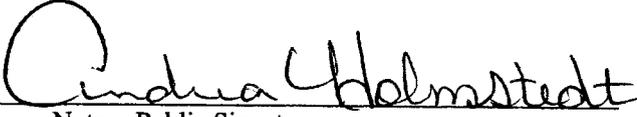
Print Name

State of Nebraska, County of Douglas
The foregoing instrument was acknowledged before me
this June 19 2020 (date)
by Seema Trivedi

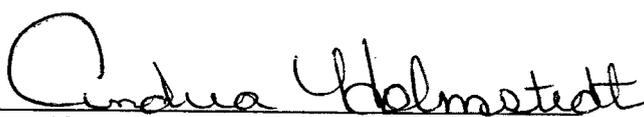
Name of person acknowledged
(Individual signing document)

State of Nebraska, County of Douglas
The foregoing instrument was acknowledged before me
this June 19 2020 (date)
by Kirti Trivedi

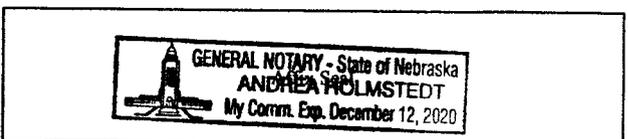
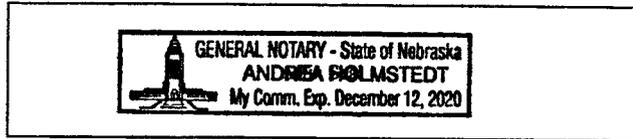
Name of person acknowledged
(Individual signing document)



Notary Public Signature



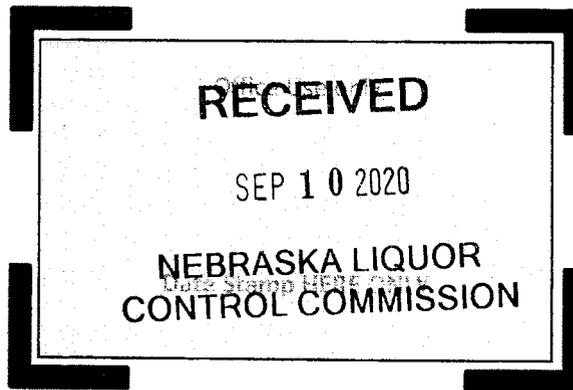
Notary Public Signature



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

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

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol; It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

Trade Name: Fairfield Inn Crete

Name of Person Bring Fingerprinted: Deepak M. Gangahar

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED] Date fingerprints were taken: 9/17/2018

Location where fingerprints were taken: NSP Office 108th & L Streets, Omaha, NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # N/A

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

[Signature]
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use
RECEIVED
SEP 10 2020
NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

Kiran Gangahar

Signature of **NON-PARTICIPATING SPOUSE**

Kiran Gangahar
Print Name

Deepak M. Gangahar

Signature of **APPLICANT**

Deepak M. Gangahar
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this June 19, 2020 (date)

by Kiran Gangahar
Name of person acknowledged
(Individual signing document)

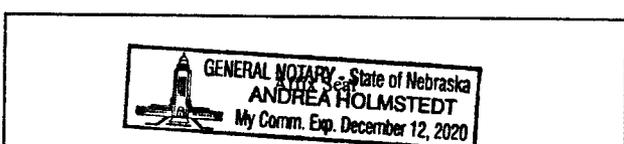
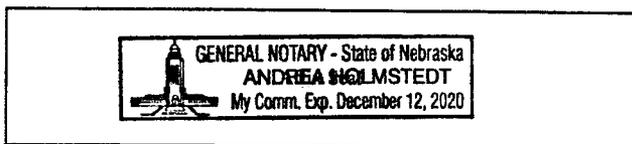
State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this June 19, 2020 (date)

by Deepak Gangahar
Name of person acknowledged
(Individual signing document)

Andrea Holmstedt
Notary Public Signature

Andrea Holmstedt
Notary Public Signature



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

No.	Gen.	Num.	Paged

Register of Deeds
Submitted by: Investors Title Insurance Company
\$10.00

NEBRASKA DOCUMENTARY
STAMP TAX
Date: 10/14/16
\$ 783.00 By DIF

2016-01669
STATE OF NEBRASKA } ss
SALINE COUNTY }
Entered in numerical index and filed on
record, the 14 day of October
2016 at 10:46 o'clock AM and recorded
in Book 420 of REC Page 75
Randy J. Dixon
County Clerk
Electronically Recorded By: DIF

Record and Return to:
Matthew Hanson
1331 Main
Crete, NE 68333

WARRANTY DEED

Crete Hillside Development Group, LLC, a Nebraska Limited Liability Company, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration received from GRANTEE, Crete Lodging, LLC, a Nebraska Limited Liability Company, conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

Lot Five (5) of Cardinal Lane Commercial Subdivision to the City of Crete, Saline County, Nebraska, now known as Cardinal Lane Commercial 1" Addition Lots One (1) and Two (2), being more particularly described as follows:

Lot 1: Beginning at the southwest corner of said Lot Five (5), Cardinal Lane Commercial Subdivision, thence N52°13'08"E, a distance of 453.08 feet; thence N60°13'45"E, a distance of 43.63 feet; thence S37°46'52"E, a distance of 164.07 feet; thence S01°35'50"E, a distance of 156.55 feet; thence S88°30'13"W, a distance of 501.02 feet to the point of beginning; and

Lot 2: Beginning at the northeast corner of said Lot Five (5), Cardinal Lane Commercial Subdivision, thence S27°45'30"E, a distance of 13.17 feet; thence S01°35'50"E, a distance of 438.82 feet; thence S88°30'13"W, a distance of 210.10 feet; thence N01°35'50"W, a distance of 156.55 feet; thence N37°46'52"W, a distance of 164.07 feet; thence N60°13'45"W, a distance of 341.64 feet to the point of beginning.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEES that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances except lawful and valid restrictions of record and except for lawful and valid easements whether of record or not;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: October 6, 2016.

CRETE HILLSIDE DEVELOPMENT
GROUP, LLC, A Nebraska Limited Liability
Company,

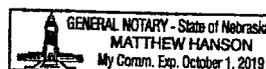
BY:

Ronald Dittmer
Ronald Dittmer, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF SALINE)

The foregoing Deed was acknowledged before me by Ronald Dittmer, Managing Member of Crete Hillside Development Group, LLC, a Nebraska Limited Liability Company, who acknowledged the same as the voluntary act and deed of such Company and his voluntary act and deed as Managing Member on *October 6, 2016*.

Matthew Hanson
Notary Public



PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
jackie.matulka@nebraska.gov
OTC Local Ref ID: 50764406
9/8/2020 02:45 PM

Status: **APPROVED**
Customer Name: Crete Lodging LLC
Type: Visa
Credit Card Number: **** * 8532

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License	1	56046746	\$400.00
Applicant Name: Crete Lodging LLC			
Trade Name: Fairfield Inn Crete			
Premises Address: 3015 Betten Dr			
Premises City: Crete			
Total remitted to the Nebraska Liquor Control Commission			\$400.00
Total Amount Charged			\$409.96

Subject: Fw: Nebraska State Patrol - Payment Receipt
From: "ANDREA HOLMSTEDT" <ANDREA.HOLMSTEDT@anantops.com>
Sent: 9/8/2020 2:39:05 PM
To: "Brenda Black" <bblack@inebraska.com>;



Andrea Holmstedt | Anant Operations | Controller
Mailing Address | PO Box 3847 | Omaha, NE 68103-0847
Physical Address | 2523 Farnam St | Omaha, NE 68131
Office 402.932.9775 | Fax 402.614.1867 | andrea.holmstedt@anantops.com

From: nebraska <NoReplyOTC@egov.com>
Sent: Tuesday, July 14, 2020 4:20 PM
To: ANDREA HOLMSTEDT <ANDREA.HOLMSTEDT@anantops.com>
Subject: Nebraska State Patrol - Payment Receipt

PURCHASE RECEIPT

Nebraska State Patrol - Criminal Identification Division

3800 NW 12th Street, Suite A
Lincoln NE 68521
(402)479-4971
nsp.criminalident@nebraska.gov
OTC Local Ref ID: 49469302
7/14/2020 04:20 PM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**
Customer Name: CRETE LODGING LLC
Type: Visa
Credit Card Number: **** * 8532

Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	53623814	\$45.25

Applicant Name: **ANDREA HOLMSTEDT**

Date of Birth: **09-13-1976**

Last four of Social Security Number: **1658**

Total remitted to the Nebraska State Patrol - Criminal Identification Division	\$45.25
Total Amount Charged	\$46.38

Subject: Fw: Nebraska Liquor Control Commission - Receipt
From: "ANDREA HOLMSTEDT" <ANDREA.HOLMSTEDT@anantops.com>
Sent: 9/8/2020 3:12:48 PM
To: "Brenda Black" <bblack@inebraska.com>;



Andrea Holmstedt | Anant Operations | Controller
Mailing Address | PO Box 3847 | Omaha, NE 68103-0847
Physical Address | 2523 Farnam St | Omaha, NE 68131
Office 402.932.9775 | Fax 402.614.1867 | andrea.holmstedt@anantops.com

From: nebraska <NoReplyOTC@egov.com>
Sent: Tuesday, September 8, 2020 2:45 PM
To: ANDREA HOLMSTEDT <ANDREA.HOLMSTEDT@anantops.com>
Subject: Nebraska Liquor Control Commission - Receipt

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
jackie.matulka@nebraska.gov
OTC Local Ref ID: 50764406
9/8/2020 02:45 PM

Status: **APPROVED**
Customer Name: Crete Lodging LLC
Type: Visa
Credit Card Number: **** * 8532

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License	1	56046746	\$400.00

Applicant Name: **Crete Lodging LLC**

Trade Name: **Fairfield Inn Crete**

Premises Address: **3015 Betten Dr**

Premises City: **Crete**

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

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

RECEIVED

AUG 20 2020

NEBRASKA LIQUOR
CONTROL COMMISSION

Hot List: YES/NO	New/Replacing #	
Class Type <u>D</u>	123838	Initial <u>TB</u>

Applicant name Crystal's Bakery, LLC

Trade name Crystal's Bakery

Previous trade name _____

Contact email address crys_alarcon18@hotmail.com

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

505 10157908

A9
Fire
Local
NSP

Created
but
not
sent

Office use only PAYMENT TYPE <u>Check 3524</u> AMOUNT: <u>\$400.00</u> Received: <u>[Signature]</u>	 2000008054	RECEIVED <u>[Signature]</u>
--	--	---------------------------------------

1. Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. N/A If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. N/A If buying the business of a current liquor license holder:
 - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
 - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. N/A If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. N/A Enclose a list of any inventory or property owned by other parties that are on the premises.
9. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance
10. Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Auz E Chavez
 Signature

08-17-2020
 Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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

RECEIVED

AUG 20 2020

NEBRASKA LIQUOR
CONTROL COMMISSION

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

- RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name Shaylene Smith Phone number: 402-826-5136

Firm Name Kalkwarf & Smith Law Offices, LLC

PREMISES INFORMATION

Trade Name (doing business as) Crystal's Bakery

Street Address #1 1148 Main Ave.

Street Address #2 _____

City Crete County Saline Zip Code 68333

Premises Telephone number 402-381-0098

Business e-mail address crys_alarcon18@hotmail.com

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

Mailing address (where you want to receive mail from the Commission)

Name Crystal Alarcon

Street Address #1 1148 Main Ave.

Street Address #2 _____

City Crete State NE Zip Code 68333

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

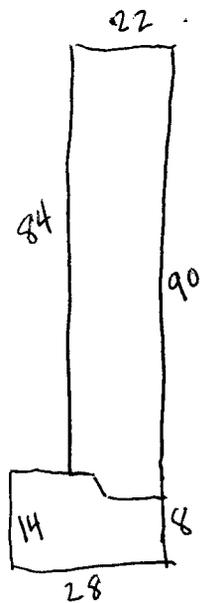
READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. **Be sure to indicate the direction north and number of floors of the building.**

****For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length 98 x width 28 in feet
Is there a basement? Yes _____ No _____ If yes, length _____ x width _____ in feet *not leased to Applicant*
Is there an outdoor area? Yes _____ No _____ If yes, length _____ x width _____ in feet

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



APPLICANT INFORMATION

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

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

YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Miguel Alarcon Cabrera	2007	Texas	Speeding	Fine
Miguel Alarcon Cabrera	2014	Iowa	Speeding	Fine

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

YES NO

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

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

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

YES NO

If yes, give name and license number _____

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

YES NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

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

YES NO

If yes, list the lender(s) City Bank & Trust, Crete, NE

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

YES NO

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

No silent partners

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

YES NO

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

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

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

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

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

City Bank & Trust, 1135 Main Ave., Crete, NE 68333 Crystal Alarcon, Luz Chavez Garcia

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

None

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

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

NLCC certified training program completed:

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

List of NLCC certified training programs

Experience:

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

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

x Lease: expiration date 10/31/22
Deed
Purchase Agreement

14. When do you intend to open for business? Already operating as a bakery/grocery business

15. What will be the main nature of business? Baked goods and groceries

16. What are the anticipated hours of operation? 8 am to 8 pm 7 days a week

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Crystal Alarcon: Crete, NE	2000	Pres	Miguel Alarcon-Cabrera: Crete, NE	2003	Pres
Luz Chavez Garcia: Crete, NE	2000	Pres			

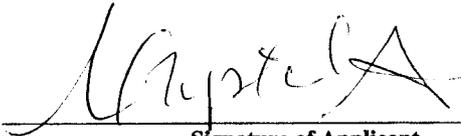
If necessary attach a separate sheet.

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

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures



Signature of Applicant

Crystal Alarcon

Print Name



Signature of Spouse

Miguel Alarcon-Cabrera

Print Name



Signature of Applicant

Luz Chavez Garcia

Print Name

Signature of Spouse

Print Name

ACKNOWLEDGEMENT

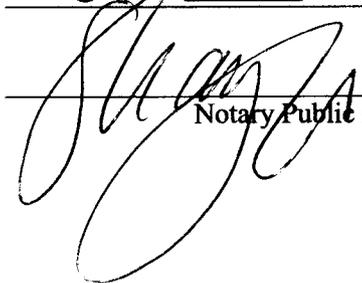
State of Nebraska
County of Saline

August 17, 2020

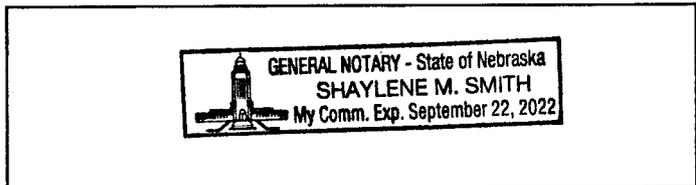
date

The foregoing instrument was acknowledged before me this
Crystal Alarcon, Miguel Alarcon-Cabrera, Luz Chavez Garcia

name of person(s) acknowledged (individual(s) signing)



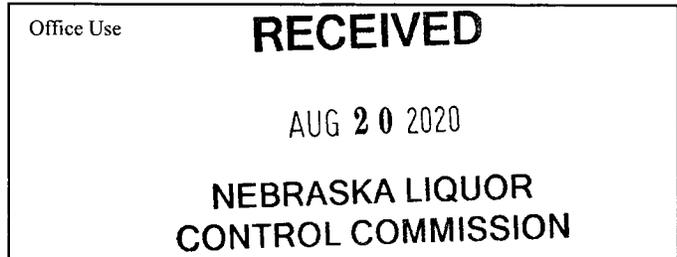
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of State office)

Name of Registered Agent: Shaylene M. Smith

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

Crystal's Bakery LLC

LLC Address: 1148 Main Ave.

City: Crete State: NE Zip Code: 68333

LLC Phone Number: 402-381-0098 LLC Fax Number _____

Name of Managing/Contact Member
Name and information of contact member must be listed on following page

Last Name: Alarcon First Name: Crystal MI: _____

Home Address: 1315 Code Ave. City: Crete

State: NE Zip Code: 68333 Home Phone Number: 402-310-0071

[Handwritten Signature]

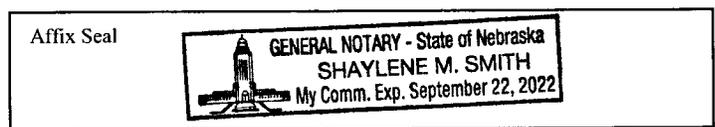
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Saline
August 11 2020
Date

The foregoing instrument was acknowledged before me this
by Crystal Alarcon
name of person acknowledge

[Handwritten Signature]



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

Last Name: Alarcon First Name: Crystal MI: _____
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Miguel Alarcon-Cabrera
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership: 50%

Last Name: Chavez Garcia First Name: Luz MI: E
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): N/A
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership: 50%

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership: _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership: _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

CERTIFICATE OF ORGANIZATION
CRYSTAL'S BAKERY, LLC
A NEBRASKA LIMITED LIABILITY COMPANY

1. Name of Limited Liability Company: CRYSTAL'S BAKERY, LLC
2. The purposes for which the Company is organized is that of a bakery and to do any lawful act concerning any and all lawful business for which a limited liability company may be organized under the laws of the State of Nebraska.
3. Street and mailing address of the Designated Office: 1148 Main, Crete, Nebraska 68333
4. Name of Registered Agent: Shaylene M. Smith
5. Street, mailing address and post office box of Registered Agent: 1240 Ivy Ave, PO Box 272, Crete NE 68333.

DATED February 6, 2012.

Luz E Chávez

Signature of Authorized
Representative

Luz E Chavez

Printed Name of Authorized
Representative

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

CRYSTAL'S BAKERY, LLC

was duly formed under the laws of Nebraska on February 10, 2012;

**all fees, taxes, and penalties due under the Nebraska Uniform Limited
Liability Company Act or other law to the Secretary of State have been paid;**

**the Company's most recent biennial report required by section 21-125 has
been filed by the Secretary of State;**

the Secretary of State has not administratively dissolved the company;

**the Company has not delivered to the Secretary of State for filing a Statement
of Dissolution;**

a Statement of Termination has not been filed by the Secretary of State.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

August 14, 2020



A handwritten signature in black ink, appearing to read "Robert B. Evnen".

Secretary of State

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

AUG 20 2020

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Name of Corporation/LLC: Crystal's Bakery, LLC

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Crystal's Bakery

Premise Street Address: 1148 Main Ave.

City: Crete County: Saline Zip Code: 68333

Premise Phone Number: 402-381-0098

Premise Email address: crys_alarcon18@hotmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

SIGNATURE REQUIRED BY CORPORATE OFFICER | MANAGING MEMBER

(Faxed signatures are acceptable)

Last Name: Alarcon First Name: Crystal MI: _____
 Home Address: 1315 Code Ave.
 City: Crete County: Saline Zip Code: 68333
 Home Phone Number: 402-310-0071
 Driver's License Number & State: [REDACTED] Nebraska
 Social Security Number: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: Lubbock, Texas
 Email address: crys_alarcon18@hotmail.com

YES

NO

Spouses Last Name: Alarcon-Cabrera First Name: Miguel MI: _____
 Social Security Number: [REDACTED]
 Driver's License Number & State: H13102647, Nebraska
 Date Of Birth: [REDACTED] Place Of Birth: Chilpancingo Mexico

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Crete, NE	2000	Pres	Crete, NE	2003	Pres

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
7/12	Present	Crystal's Bakery	Luz Chavez Garcia	402-381-0098
2009	2014	Blue Valley Comm Action	Ryan Bailey	402-729-2278

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Miguel Alarcon-Cabrera	2007	Texas	Speeding	Fine
Miguel Alarcon-Cabrera	2014	Iowa	Speeding	Fine

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

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

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

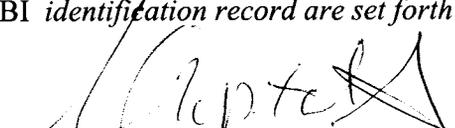
YES NO

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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



Signature of Manager Applicant



Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Saline

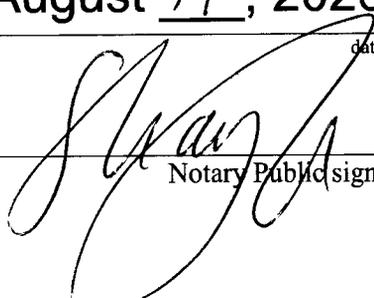
The foregoing instrument was acknowledged before me this

August 17, 2020

date

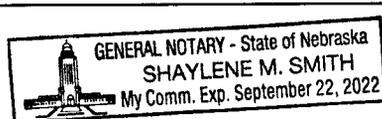
by Crystal Alarcon and Miguel Alarcon-Cabrera Wf & H

NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature

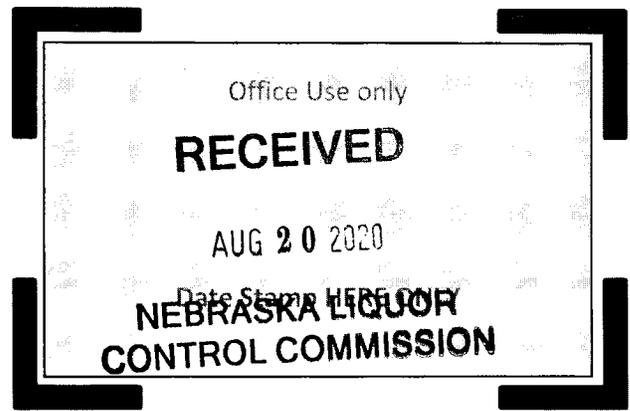
Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

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

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

Trade Name: Crystal's Bakery

Name of Person Bring Fingerprinted: Miguel Alarcon-Cabrera

Date of Birth [REDACTED] SSN [REDACTED] fingerprints were taken: July 2020

Location where fingerprints were taken: Lincoln

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

A handwritten signature in black ink, appearing to read "Miguel Alarcon-Cabrera", written over a horizontal line.

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



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

Miguel Alarcon Cabrera

Political Party
Nonpartisan

Precinct
Crete 3

Election Details

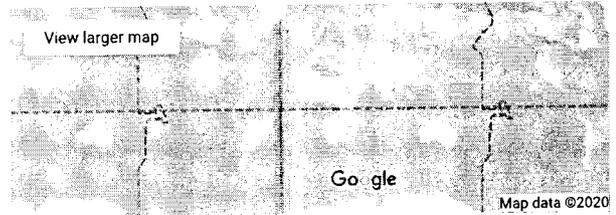
11/03/2020 2020 General Election ▼

We did not find an absentee or provisional ballot associated with the selected election.

Polling Location

Crete 3 Wanek's Community Center

📍 1410 Main St Crete, NE 68333



Districts

Show ▼

© 2020 - VoterView

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

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
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Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521

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Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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Trade Name: Crystal's Bakery

Name of Person Bring Fingerprinted: Crystal Alarcon

Date of Birth: [REDACTED] 4 SSN: [REDACTED] Date fingerprints were taken: July 2020

Location where fingerprints were taken: Lincoln

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

[Signature]
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



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

Crystal Alarcon

Political Party
Republican

Precinct
Crete 3

Election Details

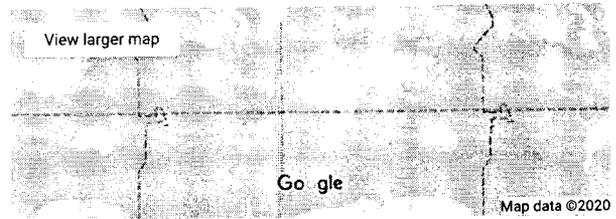
11/03/2020 2020 General Election ▼

We did not find an absentee or provisional ballot associated with the selected election.

Polling Location

Crete 3 Wanek's Community Center

📍 1410 Main St Crete, NE 68333



Districts

Show ▼

© 2020 - VoterView

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

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DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

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Or a check made payable to NSP can be mailed directly to the following address:
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Fingerprint cards should be submitted with the application.

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

Trade Name: Crystal's Bakery

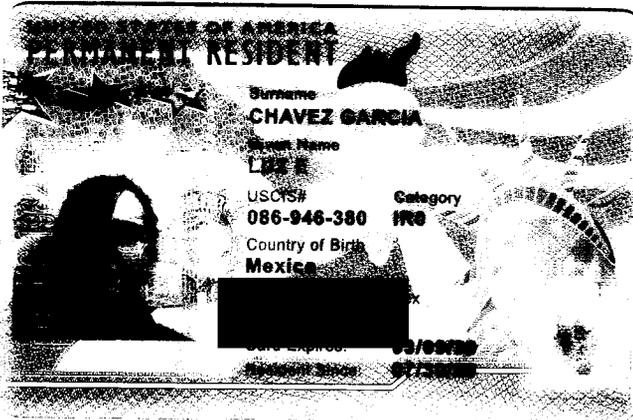
Name of Person Bring Fingerprinted: Luz E. Chavez Garcia

Date of Birth [REDACTED] Last 4 SSN [REDACTED] Date fingerprints were taken: 8/11/20

Location where fingerprints were taken: Lincoln

How was payment made to NSP?
 NSP PAYPORT CASH CHECK SENT TO NSP CK # _____
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Luz E Chavez
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



UNITED STATES OF AMERICA
PERMANENT RESIDENT

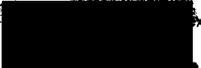
Surname
CHAVEZ GARCIA

Given Name
LUIS

USCIS#
086-946-380

Category
IR6

Country of Birth
Mexico



Card Expires: **03/08/99**

Issuance Date: **07/20/98**

Lease Agreement

This Lease is made and entered this 17 August, 2020, by and between Luz E. Chavez Garcia, A Single Person, hereinafter referred to as "Landlord", and Crystal's Bakery, LLC, A Nebraska Limited Liability Company hereunder referred to as "Tenant".

WHEREAS, the Landlord has this day leased to the Tenant the certain real property hereinafter described; and

WHEREAS, the Landlord and Tenant have agreed to be mutually bound by the following terms and conditions, which lease is intended to be a triple-net lease so that the Tenant will pay rent, repairs, and utilities, to-wit:

1. That the term of the lease shall commence August 1, 2020, and end December 31, 2023. The rental value of the real estate shall be \$500.00 per month, payable in full on the first day of each and every month of this lease. Each monthly payment shall be delivered to Landlord at its address of 1103 Main Ave, Crete, Nebraska, unless otherwise notified. If the monthly payment is not paid within three days of due date of the rent, there shall be a Fifty Dollar (\$50.00) late fee applied for each day such rent is late, until paid in full. Further, if the default in the payment of the rent is not cured by the 10th day of each month, then the Landlord shall have the right to immediately removed the Tenant, with the Tenant remaining wholly liable for any remaining amounts due under the term of this Lease.
2. That the property being leased to the Tenant shall be the main floor only and adjacent sidewalks and parking spaces of the present building at 1148 Main Ave., Crete, Nebraska, which is legally described as Lot 24, Block 144, in the City of Crete, Saline County, Nebraska, hereinafter referred to as the "Property." Landlord shall maintain possession of the basement and third floor of the premises.
3. That the Tenant accepts the Property in "AS IS" condition, the Landlord having completed renovations when Tenant took possession of the property. Hereafter, any and all plumbing, HVAC, and electrical repairs or replacement shall be the responsibility of the Tenant if they are necessary for the Tenant to operate as a going business. Repairs to the basement or third floor shall be the responsibility of the Landlord.
4. That this lease shall be renewable for up to two additional one years period of time, provided that the Landlord shall be paid an additional 10% for monthly rent for each

renewal so that the rent for 2024 shall be \$550 per month and the rent for 2025 shall be \$605 per month. If the Tenant so desires to renew this Lease, Tenant must give written notice, to the Landlord of Tenant's intention to extend this Lease, at least 60 days prior to the end of each leasehold period. If such notice is not given, this Lease will terminate at its natural end. Any renewal shall remain subject to the terms and conditions set forth herein, unless modified in writing by both the Landlord and the Tenant. All renewals shall be acknowledged in writing by both parties prior to December 1st of the applicable renewal year so that both parties have confirmed renewal of the lease at least 30 days prior to its end.

5. The Tenant shall NOT be entitled to sublet any of its space without the advance written permission of the Landlord. Should the Tenant sublet these areas at any time during the lease, it shall remain responsible for all terms and conditions hereof directly with the Landlord. The Tenant may maintain the revenue therefrom but it shall be responsible for the actions or inactions of any guests, invitees, sublessees or other persons or organizations the Tenant allows to occupy the premises.

6. Should the Tenant desire exterior or interior signage, it shall be done at the Tenant's expense. The Tenant shall obtain advance permission of the Landlord and install the same so that it can be removed without damage.

7. The Tenant agrees to pay when due any and all water, electric, and trash to the extent billed through the City of Crete; all internet charges levied, assessed or charged against or incurred at said premises for and during the term of this lease; any and all trash removal due to any company retained by the Tenant (and not billed through the City of Crete); all phone or cable service it obtains, and all natural gas expense.

8. No damage deposit has been required as the Tenant is a limited liability owned in part by the Landlord. The Tenant acknowledges that they have received premises in good order and repair and that upon termination of this lease in any way, they will turn over possession of said premises to the Landlord in as good a condition as when they were entered upon by the Tenant, ordinary wear and tear excepted. The Landlord shall inspect the premises upon the termination of this lease and shall provide the Tenant an itemization of any fees being charged to the Tenant for damage repair or cleaning expenses within fifteen (15) days of the termination. The Tenant shall pay all sums due for damages and cleaning within ten (10) days of receipt of the itemization.

9. That the Tenant covenants and agrees to take good care of the premises and its fixtures, and agrees not to commit or permit waste thereon; that the Tenant shall pay for any and all minor or major repairs required to the walls, ceilings, paints, plastering, plumbing work, electric wiring, pipes, fixtures, roof, or any other part of said premises during its occupancy of the real estate.

10. That the Landlord has smoke detectors in the premises and that the same were in working order at the time of the signing of this lease. It shall be the Tenant's responsibility to perform regular tests on the smoke detectors, to change batteries in the smoke detectors as often as necessary, and to notify the Landlord immediately if repair or replacement of the detectors become necessary.

11. That the Tenant agrees to allow the Landlord to enter the property anytime during regular business hours and at other times upon reasonable notice to inspect, exhibit or repair any of the premises or its fixtures.

12. That the Tenant shall be responsible for the removal any snow or ice accumulation on the sidewalk area which directly connects to the building including the Main Avenue frontage and the 12th Street sidewalk and shall use an ice melt or other material pre-approved by the Landlord. The Tenant shall also be responsible to clear the sidewalk of leaves or debris on a regular basis and shall make sure the front windows remain clean so that the front of the building maintains nice curb appeal. The Tenant shall indemnify and hold the Landlord harmless from any liability or damage caused by Tenant's failure to keep the sidewalk free from snow and ice or other debris.

13. That the Tenant will use all due care and diligence in guarding said premises from damage and that said Tenant agrees that they will, in all respects, comply with all city county ordinances and requirements of any and all health authorities and particularly as to keeping said premises free and clear from all filth, refuse and obstruction. The Tenant will clean the interior of premises on a regular basis or hire the same at its own expense. The Tenant is responsible for making sure the condition of the premises passes any food or liquor inspection necessary for the Tenant to operate its business in this location.

14. The Tenant agrees that if they move from the premises and leave any personal property thereon for more than two weeks after they move from the premises, said personal property will become the property of the Landlord and they may dispose of the same as they see fit without accounting to the Tenant therefor.

15. That the Landlord agrees to pay and keep current the real estate taxes and insurance currently on the premises, and to hold the Tenant harmless therefrom.

16. That it shall be the Tenant's responsibility to maintain insurance on any personal property kept on the premises and the risk of loss of all personal property shall rest on the Tenant. The Tenant shall obtain and keep in force liability insurance covering the Tenant and Landlord with a minimum of \$500,000.00 of protection. Said liability insurance shall protect and indemnify the Landlord from any damage should be Tenant, any guests, invitee, or family members be injured on the property. Should any injury occur on the property as a result of the Tenant's actions or inactions, the Tenant agrees to indemnify and hold the Landlord harmless from any liability or damage not covered by said insurance.

17. That if the Tenant desires to make any improvements, repairs or redecorating during the terms of this lease, said as any painting, wallpapering or alterations to the face of the premises, any and all such improvements must be approved in advance by the Landlord and shall be done the Tenant at their own expense, and shall remain thereon and become the property of the Landlord upon termination of this lease.

18. That in the case of the premises or a part thereof being destroyed or damaged by fire or other unavoidable casualty so that the same shall be unfit for occupation or use, then this lease shall terminate immediately and that the Landlord does not have any duty to repair or rebuild the premises for the benefit of the Tenant.

19. The Tenant shall be responsible for locking the entire building each night. The Landlord will NOT be checking the building each night and does not assume responsibility for any loss incurred as a result of the failure of the Tenant(s) to lock the exterior doors.

20. That no additions or modifications, deletions or changes are permitted under this lease unless executed in writing by both the Landlord and the Tenant.

21. That the Landlord shall warrant and defend the Tenant in the enjoyment and peaceful possession of the Property during the Term of this Lease, subject to all terms, conditions, and covenants to be observed and performed by the parties hereto, which shall be applicable to and binding upon their successors, assigns and legal representatives. In the event the occupancy by the Tenant and its use of the Property as contemplated herein is prohibited or restricted by a change of zoning ordinance or the like, then this Lease shall terminate as of the effective date of such change of law or ordinance.

22. That all written notices to either the Landlord or the Tenant shall be delivered either personally or by regular U.S. Mail, property addressed and with sufficient first-class postage affixed there. Notices to the Landlord shall be sent c/o Luz Chavez Garcia, 1315 Code Ave., Crete, NE 68333 and Notices to the Tenant shall be sent to Crystal's Bakery LLC, c/o Crystal Alarcon, 1148 Main Ave., Crete, NE 68333.

23. That this Lease shall be binding upon the heirs, personal representatives, assigns, directors, officers and managers of all parties hereto.

24. That all of the terms and conditions of this Lease shall be construed in accordance with the laws of the State of Nebraska.

LANDLORD:
Luz Chavez Garcia

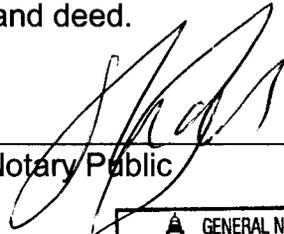
TENANT:
Crystal's Bakery, LLC

BY: Luz Chavez
Owner

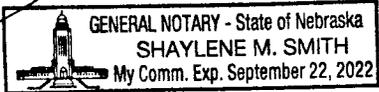
By: [Signature]
One of its Owners

STATE OF NEBRASKA)
) ss.
COUNTY OF SALINE.)

The foregoing Lease was acknowledged before me on the 17th day of August, 2020, by Luz Chavez Garcia, Landlord, personally known by me and who acknowledged the same to be the voluntary act and deed.

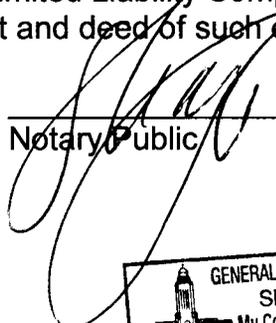


Notary Public

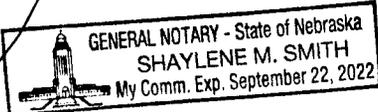


STATE OF NEBRASKA)
) ss.
COUNTY OF SALINE.)

The foregoing Lease was acknowledged before me on the 17 day of August, 2020, by Crystal Alarcon, on behalf of Crystal's Bakery, LLC, personally known to me and known to be an Owner of said Nebraska Limited Liability Company, who acknowledged the same to be the voluntary act and deed of such entity.



Notary Public

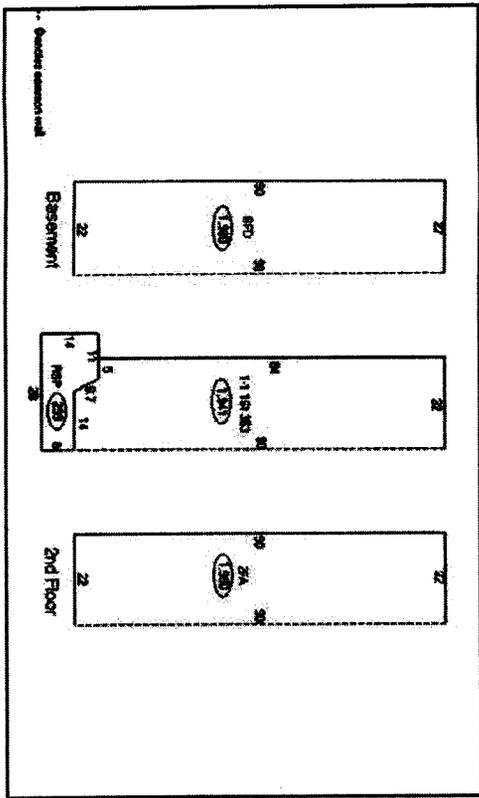
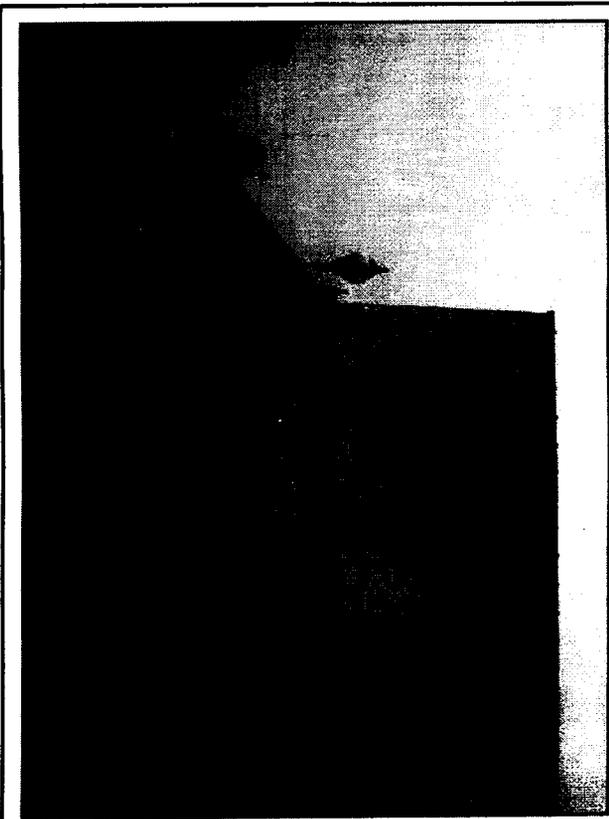


Refinements

bsmt df - no value

1980

Photo/Sketch



Business Plan

To whom it may concern,

We started our business back in 2001 as a Tortilla Bakery at 107 West 14th Street. Started off with a small corn tortilla machine and a little grocery store, little by little started adding more inventory. A Hispanic bread bakery came to mind and searched for a baker to come teach who back then were the owners Benjamin Chavez and Mom Luz Elena Chavez . This baker came and taught them the technique but decided to stay and work for them. The bakery grew little by little.

In 2009 Benjamin was offered to buy out the tortilla bakery in Lexington who was previously owned by another sister, then moved everything from Crete to Lexington to expand even further leaving mom to buy out what was in Crete the bakery and mini grocery store. In 2010 mom was offered to buy the building on main street. Took the offer and renamed what was Teresa's Bakery to Crystals Bakery and asked my husband and I to co own ownership of it. July of 2010 Crystals Bakery opened its doors to clients offering fresh Hispanic bread and more of a variety of Hispanic goods. Through out the years it has expanded more. We started offering fresh cut meats for summer grilling and fresh produce. Our goal is for our clients to make a one stop at our store and just before or right after work before making it home.

We would like to start offering alcohol to make sure that on stop is the last stop before getting home to cooking. We would like to offer our clients imported alcohol beverages from their countries.

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

RECEIVED

AUG 20 2020

NEBRASKA LIQUOR
CONTROL COMMISSION

Hot List: YES/NO	New/Replacing #
Class Type <u>D</u>	123838
	Initial <u>TB</u>

Applicant name Crystal's Bakery, LLC

Trade name Crystal's Bakery

Previous trade name _____

Contact email address crys_alarcon18@hotmail.com

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

505 10157908

A9
Fire
Local
NSP
Created
but
not
sent

Office use only PAYMENT TYPE <u>Check 3524</u> AMOUNT: <u>\$400.00</u> Received: <u>[Signature]</u>	 2000008054
--	--

RECEIVED
[Signature]

1. Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. N/A If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. N/A If buying the business of a current liquor license holder:
 - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
 - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. N/A If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. N/A Enclose a list of any inventory or property owned by other parties that are on the premises.
9. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance
10. Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Auz G Chavez
 Signature

08-17-2020
 Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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

RECEIVED

AUG 20 2020

NEBRASKA LIQUOR
CONTROL COMMISSION

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

- RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name Shaylene Smith Phone number: 402-826-5136

Firm Name Kalkwarf & Smith Law Offices, LLC

PREMISES INFORMATION

Trade Name (doing business as) Crystal's Bakery

Street Address #1 1148 Main Ave.

Street Address #2 _____

City Crete County Saline Zip Code 68333

Premises Telephone number 402-381-0098

Business e-mail address crys_alarcon18@hotmail.com

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

Mailing address (where you want to receive mail from the Commission)

Name Crystal Alarcon

Street Address #1 1148 Main Ave.

Street Address #2 _____

City Crete State NE Zip Code 68333

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

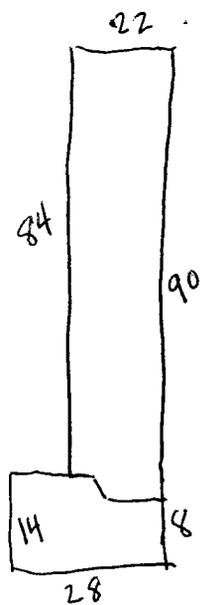
READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. **Be sure to indicate the direction north and number of floors of the building.**

****For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length 98 x width 28 in feet
 Is there a basement? Yes _____ No _____ If yes, length _____ x width _____ in feet *not licensed to Applicant*
 Is there an outdoor area? Yes _____ No _____ If yes, length _____ x width _____ in feet

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



APPLICANT INFORMATION

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

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

YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Miguel Alarcon Cabrera	2007	Texas	Speeding	Fine
Miguel Alarcon Cabrera	2014	Iowa	Speeding	Fine

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

YES NO

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

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

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

YES NO

If yes, give name and license number _____

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

YES NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

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

YES NO

If yes, list the lender(s) City Bank & Trust, Crete, NE

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

YES NO

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

No silent partners

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

YES NO

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

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

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)
Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

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

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

City Bank & Trust, 1135 Main Ave., Crete, NE 68333 Crystal Alarcon, Luz Chavez Garcia

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

None

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

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

NLCC certified training program completed:

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

List of NLCC certified training programs

Experience:

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

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

x Lease: expiration date 10/31/22
Deed
Purchase Agreement

14. When do you intend to open for business? Already operating as a bakery/grocery business

15. What will be the main nature of business? Baked goods and groceries

16. What are the anticipated hours of operation? 8 am to 8 pm 7 days a week

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Crystal Alarcon: Crete, NE	2000	Pres	Miguel Alarcon-Cabrera: Crete, NE	2003	Pres
Luz Chavez Garcia: Crete, NE	2000	Pres			

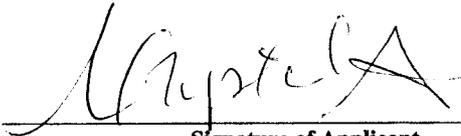
If necessary attach a separate sheet.

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

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See [guideline](#) for required signatures



 Signature of Applicant

Crystal Alarcon

 Print Name



 Signature of Spouse

Miguel Alarcon-Cabrera

 Print Name



 Signature of Applicant

Luz Chavez Garcia

 Print Name

 Signature of Spouse

 Print Name

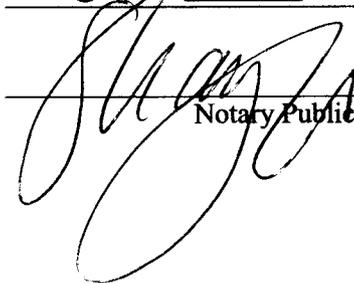
ACKNOWLEDGEMENT

State of Nebraska
 County of Saline
August 17, 2020

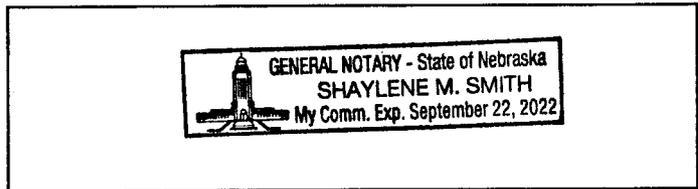
 date

The foregoing instrument was acknowledged before me this
 _____ by **Crystal Alarcon, Miguel Alarcon-Cabrera, Luz Chavez Garcia**

 name of person(s) acknowledged (individual(s) signing)



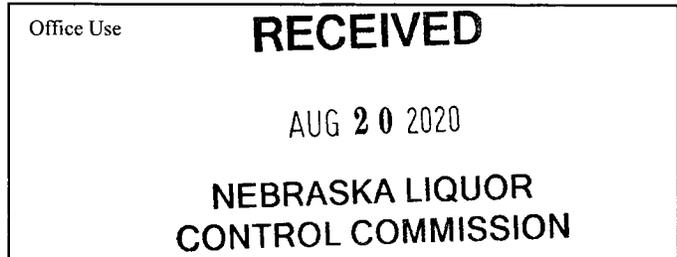
 Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of State's office)

Name of Registered Agent: Shaylene M. Smith

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

Crystal's Bakery LLC

LLC Address: 1148 Main Ave.

City: Crete State: NE Zip Code: 68333

LLC Phone Number: 402-381-0098 LLC Fax Number _____

Name of Managing/Contact Member
Name and information of contact member must be listed on following page

Last Name: Alarcon First Name: Crystal MI: _____

Home Address: 1315 Code Ave. City: Crete

State: NE Zip Code: 68333 Home Phone Number: 402-310-0071

[Handwritten Signature]

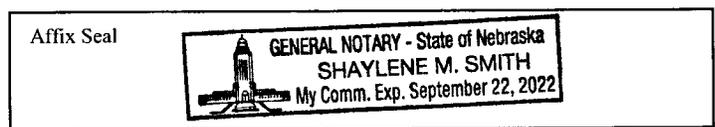
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Saline
August 11 2020
Date

The foregoing instrument was acknowledged before me this
by Crystal Alarcon
name of person acknowledge

[Handwritten Signature]



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

Last Name: Alarcon First Name: Crystal MI: _____
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Miguel Alarcon-Cabrera
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership: 50%

Last Name: Chavez Garcia First Name: Luz MI: E
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): N/A
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership: 50%

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership: _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership: _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

CERTIFICATE OF ORGANIZATION
CRYSTAL'S BAKERY, LLC
A NEBRASKA LIMITED LIABILITY COMPANY

1. Name of Limited Liability Company: CRYSTAL'S BAKERY, LLC
2. The purposes for which the Company is organized is that of a bakery and to do any lawful act concerning any and all lawful business for which a limited liability company may be organized under the laws of the State of Nebraska.
3. Street and mailing address of the Designated Office: 1148 Main, Crete, Nebraska 68333
4. Name of Registered Agent: Shaylene M. Smith
5. Street, mailing address and post office box of Registered Agent: 1240 Ivy Ave, PO Box 272, Crete NE 68333.

DATED February 6, 2012.

Luz E Chavez

Signature of Authorized
Representative

Luz E Chavez

Printed Name of Authorized
Representative

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

CRYSTAL'S BAKERY, LLC

was duly formed under the laws of Nebraska on February 10, 2012;

**all fees, taxes, and penalties due under the Nebraska Uniform Limited
Liability Company Act or other law to the Secretary of State have been paid;**

**the Company's most recent biennial report required by section 21-125 has
been filed by the Secretary of State;**

the Secretary of State has not administratively dissolved the company;

**the Company has not delivered to the Secretary of State for filing a Statement
of Dissolution;**

a Statement of Termination has not been filed by the Secretary of State.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

August 14, 2020



Secretary of State

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

AUG 20 2020

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Name of Corporation/LLC: Crystal's Bakery, LLC

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Crystal's Bakery

Premise Street Address: 1148 Main Ave.

City: Crete County: Saline Zip Code: 68333

Premise Phone Number: 402-381-0098

Premise Email address: crys_alarcon18@hotmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

SIGNATURE REQUIRED BY CORPORATE OFFICER | MANAGING MEMBER

(Faxed signatures are acceptable)

Last Name: Alarcon First Name: Crystal MI: _____
 Home Address: 1315 Code Ave.
 City: Crete County: Saline Zip Code: 68333
 Home Phone Number: 402-310-0071
 Driver's License Number & State: [REDACTED] Nebraska
 Social Security Number: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: Lubbock, Texas
 Email address: crys_alarcon18@hotmail.com

YES

NO

Spouses Last Name: Alarcon-Cabrera First Name: Miguel MI: _____
 Social Security Number: [REDACTED]
 Driver's License Number & State: H13102647, Nebraska
 Date Of Birth: [REDACTED] Place Of Birth: Chilpancingo Mexico

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Crete, NE	2000	Pres	Crete, NE	2003	Pres

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
7/12	Present	Crystal's Bakery	Luz Chavez Garcia	402-381-0098
2009	2014	Blue Valley Comm Action	Ryan Bailey	402-729-2278

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Miguel Alarcon-Cabrera	2007	Texas	Speeding	Fine
Miguel Alarcon-Cabrera	2014	Iowa	Speeding	Fine

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

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

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

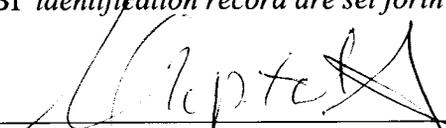
YES NO

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

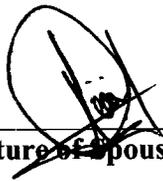
The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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



Signature of Manager Applicant



Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Saline

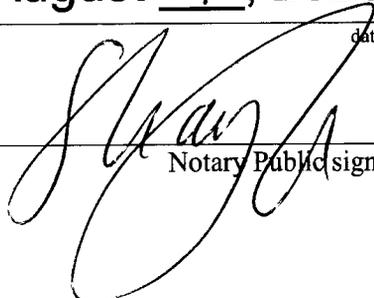
The foregoing instrument was acknowledged before me this

August 17, 2020

date

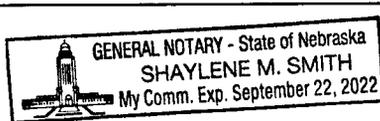
by Crystal Alarcon and Miguel Alarcon-Cabrera Wf & H

NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature

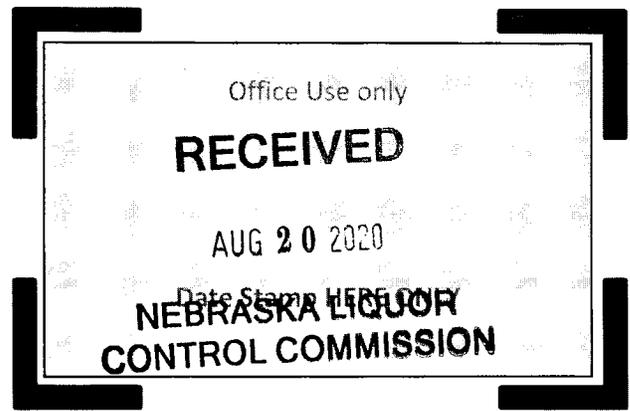
Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

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

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

Trade Name: Crystal's Bakery

Name of Person Bring Fingerprinted: Miguel Alarcon-Cabrera

Date of Birth [REDACTED] SSN [REDACTED] fingerprints were taken: July 2020

Location where fingerprints were taken: Lincoln

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

A handwritten signature in black ink, appearing to read "Miguel Alarcon-Cabrera", written over a horizontal line.

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



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

Miguel Alarcon Cabrera

Political Party
Nonpartisan

Precinct
Crete 3

Election Details

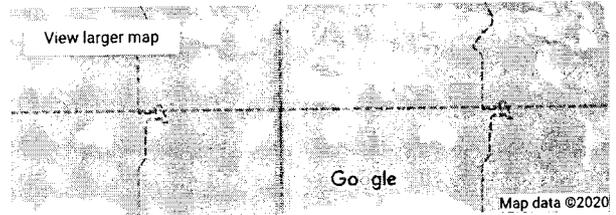
11/03/2020 2020 General Election ▼

We did not find an absentee or provisional ballot associated with the selected election.

Polling Location

Crete 3 Wanek's Community Center

📍 1410 Main St Crete, NE 68333



Districts

Show ▼

© 2020 - VoterView

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

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
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The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521

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Trade Name: Crystal's Bakery

Name of Person Bring Fingerprinted: Crystal Alarcon

Date of Birth: [REDACTED] 4 SSN: [REDACTED] Date fingerprints were taken: July 2020

Location where fingerprints were taken: Lincoln

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

[Signature]
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



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

Crystal Alarcon

Political Party
Republican

Precinct
Crete 3

Election Details

11/03/2020 2020 General Election ▼

We did not find an absentee or provisional ballot associated with the selected election.

Polling Location

Crete 3 Wanek's Community Center

📍 1410 Main St Crete, NE 68333



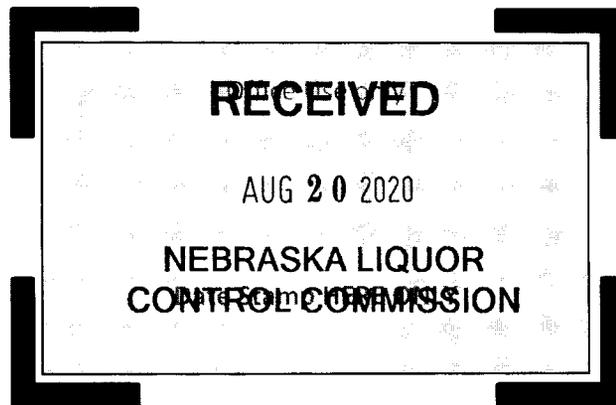
Districts

Show ▼

© 2020 - VoterView

**PRIVACY ACT STATEMENT/
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Trade Name: Crystal's Bakery

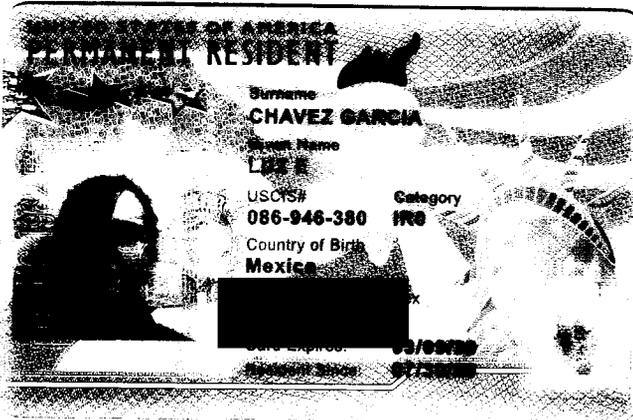
Name of Person Bring Fingerprinted: Luz E. Chavez Garcia

Date of Birth [REDACTED] Last 4 SSN [REDACTED] Date fingerprints were taken: 8/11/20

Location where fingerprints were taken: Lincoln

How was payment made to NSP?
 NSP PAYPORT CASH CHECK SENT TO NSP CK # _____
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Luz E Chavez
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



UNITED STATES OF AMERICA
PERMANENT RESIDENT

Surname
CHAVEZ GARCIA

Given Name
LUIS

USCIS#
086-946-380

Category
IR6

Country of Birth
Mexico



Card Expires: **03/08/99**

Issuance Date: **07/20/98**

Lease Agreement

This Lease is made and entered this 17 August, 2020, by and between Luz E. Chavez Garcia, A Single Person, hereinafter referred to as "Landlord", and Crystal's Bakery, LLC, A Nebraska Limited Liability Company hereunder referred to as "Tenant".

WHEREAS, the Landlord has this day leased to the Tenant the certain real property hereinafter described; and

WHEREAS, the Landlord and Tenant have agreed to be mutually bound by the following terms and conditions, which lease is intended to be a triple-net lease so that the Tenant will pay rent, repairs, and utilities, to-wit:

1. That the term of the lease shall commence August 1, 2020, and end December 31, 2023. The rental value of the real estate shall be \$500.00 per month, payable in full on the first day of each and every month of this lease. Each monthly payment shall be delivered to Landlord at its address of 1103 Main Ave, Crete, Nebraska, unless otherwise notified. If the monthly payment is not paid within three days of due date of the rent, there shall be a Fifty Dollar (\$50.00) late fee applied for each day such rent is late, until paid in full. Further, if the default in the payment of the rent is not cured by the 10th day of each month, then the Landlord shall have the right to immediately removed the Tenant, with the Tenant remaining wholly liable for any remaining amounts due under the term of this Lease.
2. That the property being leased to the Tenant shall be the main floor only and adjacent sidewalks and parking spaces of the present building at 1148 Main Ave., Crete, Nebraska, which is legally described as Lot 24, Block 144, in the City of Crete, Saline County, Nebraska, hereinafter referred to as the "Property." Landlord shall maintain possession of the basement and third floor of the premises.
3. That the Tenant accepts the Property in "AS IS" condition, the Landlord having completed renovations when Tenant took possession of the property. Hereafter, any and all plumbing, HVAC, and electrical repairs or replacement shall be the responsibility of the Tenant if they are necessary for the Tenant to operate as a going business. Repairs to the basement or third floor shall be the responsibility of the Landlord.
4. That this lease shall be renewable for up to two additional one years period of time, provided that the Landlord shall be paid an additional 10% for monthly rent for each

renewal so that the rent for 2024 shall be \$550 per month and the rent for 2025 shall be \$605 per month. If the Tenant so desires to renew this Lease, Tenant must give written notice, to the Landlord of Tenant's intention to extend this Lease, at least 60 days prior to the end of each leasehold period. If such notice is not given, this Lease will terminate at its natural end. Any renewal shall remain subject to the terms and conditions set forth herein, unless modified in writing by both the Landlord and the Tenant. All renewals shall be acknowledged in writing by both parties prior to December 1st of the applicable renewal year so that both parties have confirmed renewal of the lease at least 30 days prior to its end.

5. The Tenant shall NOT be entitled to sublet any of its space without the advance written permission of the Landlord. Should the Tenant sublet these areas at any time during the lease, it shall remain responsible for all terms and conditions hereof directly with the Landlord. The Tenant may maintain the revenue therefrom but it shall be responsible for the actions or inactions of any guests, invitees, sublessees or other persons or organizations the Tenant allows to occupy the premises.

6. Should the Tenant desire exterior or interior signage, it shall be done at the Tenant's expense. The Tenant shall obtain advance permission of the Landlord and install the same so that it can be removed without damage.

7. The Tenant agrees to pay when due any and all water, electric, and trash to the extent billed through the City of Crete; all internet charges levied, assessed or charged against or incurred at said premises for and during the term of this lease; any and all trash removal due to any company retained by the Tenant (and not billed through the City of Crete); all phone or cable service it obtains, and all natural gas expense.

8. No damage deposit has been required as the Tenant is a limited liability owned in part by the Landlord. The Tenant acknowledges that they have received premises in good order and repair and that upon termination of this lease in any way, they will turn over possession of said premises to the Landlord in as good a condition as when they were entered upon by the Tenant, ordinary wear and tear excepted. The Landlord shall inspect the premises upon the termination of this lease and shall provide the Tenant an itemization of any fees being charged to the Tenant for damage repair or cleaning expenses within fifteen (15) days of the termination. The Tenant shall pay all sums due for damages and cleaning within ten (10) days of receipt of the itemization.

9. That the Tenant covenants and agrees to take good care of the premises and its fixtures, and agrees not to commit or permit waste thereon; that the Tenant shall pay for any and all minor or major repairs required to the walls, ceilings, paints, plastering, plumbing work, electric wiring, pipes, fixtures, roof, or any other part of said premises during its occupancy of the real estate.

10. That the Landlord has smoke detectors in the premises and that the same were in working order at the time of the signing of this lease. It shall be the Tenant's responsibility to perform regular tests on the smoke detectors, to change batteries in the smoke detectors as often as necessary, and to notify the Landlord immediately if repair or replacement of the detectors become necessary.

11. That the Tenant agrees to allow the Landlord to enter the property anytime during regular business hours and at other times upon reasonable notice to inspect, exhibit or repair any of the premises or its fixtures.

12. That the Tenant shall be responsible for the removal any snow or ice accumulation on the sidewalk area which directly connects to the building including the Main Avenue frontage and the 12th Street sidewalk and shall use an ice melt or other material pre-approved by the Landlord. The Tenant shall also be responsible to clear the sidewalk of leaves or debris on a regular basis and shall make sure the front windows remain clean so that the front of the building maintains nice curb appeal. The Tenant shall indemnify and hold the Landlord harmless from any liability or damage caused by Tenant's failure to keep the sidewalk free from snow and ice or other debris.

13. That the Tenant will use all due care and diligence in guarding said premises from damage and that said Tenant agrees that they will, in all respects, comply with all city county ordinances and requirements of any and all health authorities and particularly as to keeping said premises free and clear from all filth, refuse and obstruction. The Tenant will clean the interior of premises on a regular basis or hire the same at its own expense. The Tenant is responsible for making sure the condition of the premises passes any food or liquor inspection necessary for the Tenant to operate its business in this location.

14. The Tenant agrees that if they move from the premises and leave any personal property thereon for more than two weeks after they move from the premises, said personal property will become the property of the Landlord and they may dispose of the same as they see fit without accounting to the Tenant therefor.

15. That the Landlord agrees to pay and keep current the real estate taxes and insurance currently on the premises, and to hold the Tenant harmless therefrom.

16. That it shall be the Tenant's responsibility to maintain insurance on any personal property kept on the premises and the risk of loss of all personal property shall rest on the Tenant. The Tenant shall obtain and keep in force liability insurance covering the Tenant and Landlord with a minimum of \$500,000.00 of protection. Said liability insurance shall protect and indemnify the Landlord from any damage should be Tenant, any guests, invitee, or family members be injured on the property. Should any injury occur on the property as a result of the Tenant's actions or inactions, the Tenant agrees to indemnify and hold the Landlord harmless from any liability or damage not covered by said insurance.

17. That if the Tenant desires to make any improvements, repairs or redecorating during the terms of this lease, said as any painting, wallpapering or alterations to the face of the premises, any and all such improvements must be approved in advance by the Landlord and shall be done the Tenant at their own expense, and shall remain thereon and become the property of the Landlord upon termination of this lease.

18. That in the case of the premises or a part thereof being destroyed or damaged by fire or other unavoidable casualty so that the same shall be unfit for occupation or use, then this lease shall terminate immediately and that the Landlord does not have any duty to repair or rebuild the premises for the benefit of the Tenant.

19. The Tenant shall be responsible for locking the entire building each night. The Landlord will NOT be checking the building each night and does not assume responsibility for any loss incurred as a result of the failure of the Tenant(s) to lock the exterior doors.

20. That no additions or modifications, deletions or changes are permitted under this lease unless executed in writing by both the Landlord and the Tenant.

21. That the Landlord shall warrant and defend the Tenant in the enjoyment and peaceful possession of the Property during the Term of this Lease, subject to all terms, conditions, and covenants to be observed and performed by the parties hereto, which shall be applicable to and binding upon their successors, assigns and legal representatives. In the event the occupancy by the Tenant and its use of the Property as contemplated herein is prohibited or restricted by a change of zoning ordinance or the like, then this Lease shall terminate as of the effective date of such change of law or ordinance.

22. That all written notices to either the Landlord or the Tenant shall be delivered either personally or by regular U.S. Mail, property addressed and with sufficient first-class postage affixed there. Notices to the Landlord shall be sent c/o Luz Chavez Garcia, 1315 Code Ave., Crete, NE 68333 and Notices to the Tenant shall be sent to Crystal's Bakery LLC, c/o Crystal Alarcon, 1148 Main Ave., Crete, NE 68333.

23. That this Lease shall be binding upon the heirs, personal representatives, assigns, directors, officers and managers of all parties hereto.

24. That all of the terms and conditions of this Lease shall be construed in accordance with the laws of the State of Nebraska.

LANDLORD:
Luz Chavez Garcia

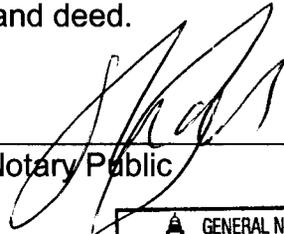
TENANT:
Crystal's Bakery, LLC

BY: Luz Chavez
Owner

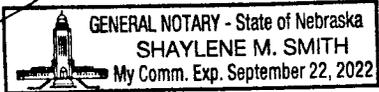
By: [Signature]
One of its Owners

STATE OF NEBRASKA)
) ss.
COUNTY OF SALINE.)

The foregoing Lease was acknowledged before me on the 17th day of August, 2020, by Luz Chavez Garcia, Landlord, personally known by me and who acknowledged the same to be the voluntary act and deed.

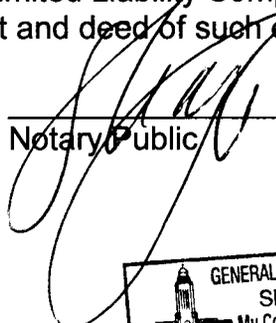


Notary Public

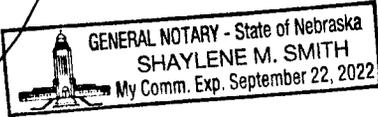


STATE OF NEBRASKA)
) ss.
COUNTY OF SALINE.)

The foregoing Lease was acknowledged before me on the 17 day of August, 2020, by Crystal Alarcon, on behalf of Crystal's Bakery, LLC, personally known to me and known to be an Owner of said Nebraska Limited Liability Company, who acknowledged the same to be the voluntary act and deed of such entity.



Notary Public

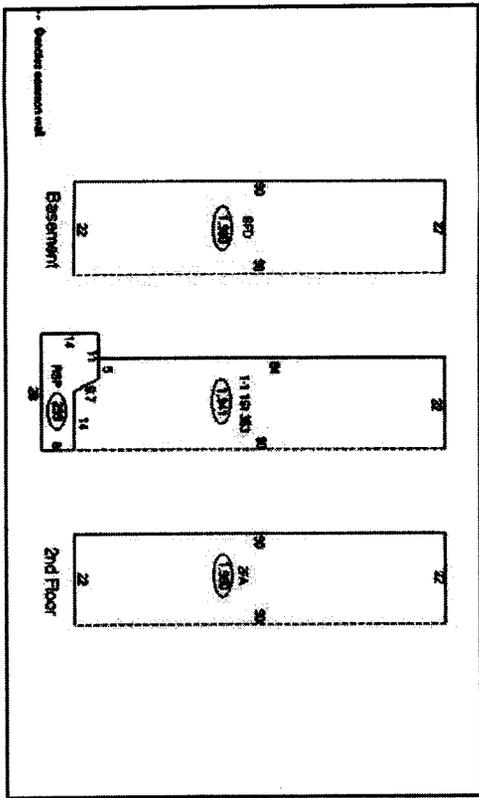
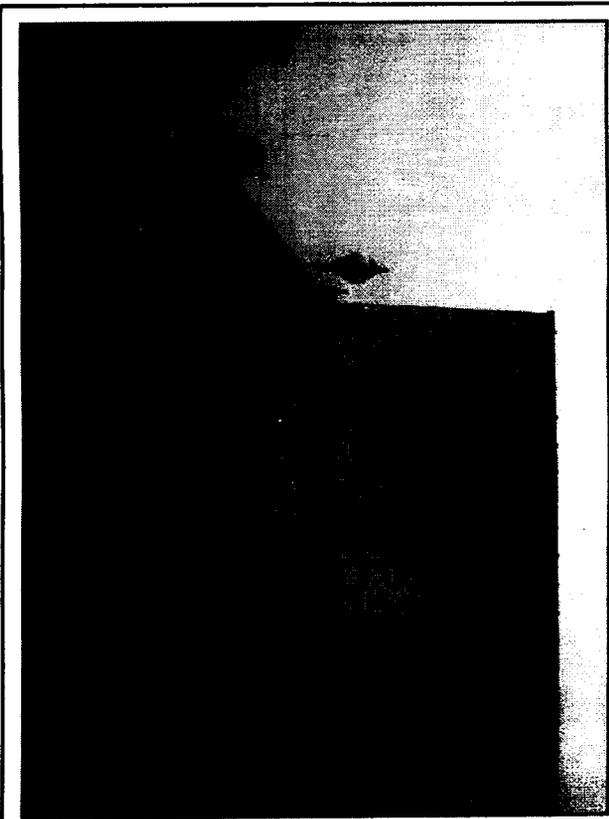


Refinements

bsmt df - no value

1980

Photo/Sketch



Business Plan

To whom it may concern,

We started our business back in 2001 as a Tortilla Bakery at 107 West 14th Street. Started off with a small corn tortilla machine and a little grocery store, little by little started adding more inventory. A Hispanic bread bakery came to mind and searched for a baker to come teach who back then were the owners Benjamin Chavez and Mom Luz Elena Chavez . This baker came and taught them the technique but decided to stay and work for them. The bakery grew little by little.

In 2009 Benjamin was offered to buy out the tortilla bakery in Lexington who was previously owned by another sister, then moved everything from Crete to Lexington to expand even further leaving mom to buy out what was in Crete the bakery and mini grocery store. In 2010 mom was offered to buy the building on main street. Took the offer and renamed what was Teresa's Bakery to Crystals Bakery and asked my husband and I to co own ownership of it. July of 2010 Crystals Bakery opened its doors to clients offering fresh Hispanic bread and more of a variety of Hispanic goods. Through out the years it has expanded more. We started offering fresh cut meats for summer grilling and fresh produce. Our goal is for our clients to make a one stop at our store and just before or right after work before making it home.

We would like to start offering alcohol to make sure that on stop is the last stop before getting home to cooking. We would like to offer our clients imported alcohol beverages from their countries.

SUPPLEMENTAL AGREEMENT NO. 1
PROJECT PROGRAM

CITY OF CRETE
STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION
PROJECT NO. BRM-7076(24)
CONTROL NO. 13361
CRETE TUXEDO PARK ROAD

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Crete, Nebraska, hereinafter referred to as the Local Public Agency or "LPA", and the State of Nebraska, Department of Transportation, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, the LPA and the State have previously entered into Program Agreement BM1637, executed by the LPA on September 6, 2016 and executed by the State on September 19, 2016, hereinafter referred to as the "Original Agreement", and

WHEREAS, it now becomes necessary to amend the funding for the Construction and Construction Engineering phase for this project, and

WHEREAS, City of Crete is utilizing Saline County's soft match balance for the Construction and Construction Engineering phase of this project, and

WHEREAS, the 20 percent match for City of Crete will now be soft match, and

WHEREAS, it is the desire of the LPA that this project be constructed under the designation of Project No. BRM-7076(24), as evidenced by the Resolution of the LPA dated the ____ day of _____, 2020, attached and identified as Exhibit "A" and made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the LPA and State hereto agree as follows:

SECTION 1. Except for the provisions specifically modified in SECTION 2 and the Program Agreement recitals, all terms and provisions of the Original Agreement and all supplements between the State and the LPA remain in full force and effect.

SECTION 2. The LPA and the State agree that the funding for the Construction and Construction Engineering phase only of the projects will be amended from 20 percent local match to 20 percent soft match. City of Crete will be utilizing Saline County's available balance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the LPA this _____ day of _____, 2020.

WITNESS:

CITY OF CRETE
Dave Bauer

LPA Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2020.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Jodi Gibson

Local Assistance Division Manager

RESOLUTION

SUPPLEMENTAL PROJECT PROGRAM AGREEMENT NO. 1 – BM1637

City of Crete

Resolution No. 2020-25

Whereas: City of Crete and Nebraska Department of Transportation (NDOT) have previously executed Project Program Agreement BM1637 for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Crete understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Crete and NDOT wish to enter into Supplemental Project Program Agreement No. 1 setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the Council of the City of Crete that:

Dave Bauer, Mayor of the City of Crete is hereby authorized to sign the attached Project Program Supplemental Agreement No. 1 between the City of Crete and the NDOT.

City of Crete is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Program Agreements.

NDOR Project Number: BRM-7076(24)

NDOR Control Number: 13361

Project Location: Crete Tuxedo Park

Adopted this _____ day of _____, 2020 at _____ Nebraska.
(Month)

The City Council of City of Crete, Nebraska

Board/Council Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted

Attest:

Signature

SUPPLEMENTAL AGREEMENT NO. 1
PROJECT PROGRAM

CITY OF CRETE
STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION
PROJECT NO. BRM-7076(24)
CONTROL NO. 13361
CRETE TUXEDO PARK ROAD

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of Crete, Nebraska, hereinafter referred to as the Local Public Agency or "LPA", and the State of Nebraska, Department of Transportation, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, the LPA and the State have previously entered into Program Agreement BM1637, executed by the LPA on September 6, 2016 and executed by the State on September 19, 2016, hereinafter referred to as the "Original Agreement", and

WHEREAS, it now becomes necessary to amend the funding for the Construction and Construction Engineering phase for this project, and

WHEREAS, City of Crete is utilizing Saline County's soft match balance for the Construction and Construction Engineering phase of this project, and

WHEREAS, the 20 percent match for City of Crete will now be soft match, and

WHEREAS, it is the desire of the LPA that this project be constructed under the designation of Project No. BRM-7076(24), as evidenced by the Resolution of the LPA dated the ____ day of _____, 2020, attached and identified as Exhibit "A" and made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the LPA and State hereto agree as follows:

SECTION 1. Except for the provisions specifically modified in SECTION 2 and the Program Agreement recitals, all terms and provisions of the Original Agreement and all supplements between the State and the LPA remain in full force and effect.

SECTION 2. The LPA and the State agree that the funding for the Construction and Construction Engineering phase only of the projects will be amended from 20 percent local match to 20 percent soft match. City of Crete will be utilizing Saline County's available balance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the LPA this _____ day of _____, 2020.

WITNESS:

CITY OF CRETE
Dave Bauer

LPA Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2020.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Jodi Gibson

Local Assistance Division Manager

Agreement No.	BK1727-002
Effective (NTP) Date	07/24/2020
Supplement Amount	\$10,757.98
Total Agreement Amount	CPFF \$179,350.11

PROFESSIONAL SERVICES AGREEMENT SUPPLEMENT NO. 2

CITY OF CRETE
ALFRED BENESCH & COMPANY
PROJECT NO. BRM-7076(24)
CONTROL NO. 13361
CRETE TUXEDO PARK ROAD

THIS SUPPLEMENTAL AGREEMENT is between the City of Crete ("LPA") and Alfred Benesch & Company ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on May 2, 2017, for Consultant to provide Preliminary Engineering Services for LPA's project, and Supplemental Agreement #1 executed by LPA on October 17, 2017, for Consultant to provide Preliminary Engineering Services for LPA's project, and

WHEREAS, it is necessary that services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. BRM-7076(24) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "B" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "A", Scope of Services and Consultants Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 LPA issued Consultant a written Notice-to-Proceed on July 31, 2020. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreement(s) #1, and this Supplemental Agreement by December 31, 2021.

SECTION 3. FEES AND PAYMENTS

Section 2. in Exhibit "B" of the Original Agreement is hereby amended in accordance with Exhibit "A" and as shown below. For the work required, SECTION 7 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) #001, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$19,480.68 to \$20,717.76, an increase of \$1,237.08. Actual costs are increased from \$149,111.45 to

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

\$158,632.35, an increase of \$9,520.90. The total agreement amount is increased from \$168,592.13 to \$179,350.11, an increase of \$10,757.98 which Consultant must not exceed without the prior written approval of LPA.

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 7. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement (“The Agreement”) between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

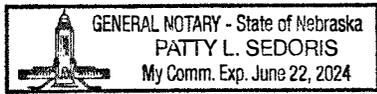
EXECUTED by the Consultant on: September 9, 2020

ALFRED BENESCH & COMPANY
Anthony Dirks

[Signature]
Senior Vice President

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

SUBSCRIBED AND SWORN to before me this 9th day of September, 2020.



[Signature]
Notary Public

EXECUTED by LPA this _____ day of _____, 2020.

CITY OF CRETE
Dave Bauer

Mayor

Subscribed and sworn to before me this _____ day of _____, 2020.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility:

Date

Consultant Work Order (Local Projects)

Project No.: BRM-7076(24)		Control No.: 13361
Consultant: (Name and Representative) Benesch, Steve Irons	Agreement No.: BK1727	Work Order No.: 2
LPA: (Name and Representative) Tom Ourado, City of Crete		Constr. Change Order No.: (If applicable)
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p>		
<p>Justification to modify agreement: (Include scope of services, deliverables, and schedule) Amendment to the agreement for consultant to provide construction consultation and shop drawings.</p>		
Work Title	Summary of Fee	
	A. Total Direct Labor Cost	= 3,562.50
	B. Overhead (Factor * x A)	= 5,738.83
	C. A + B	= 9,301.33
	D. Profit/Fee (Factor ** x C)	= 1,237.08
*Overhead Factor:	161.09%	E. FCCM (Factor*** x A) = 24.23
**Profit/Fee Factor:	13.30%	F. Direct Non-Labor Cost = 195.34
***Facility Capital Cost of Money (FCCM):	0.68%	G. Subconsultant Services =
Total Fee Notes:	TOTAL FEE: C + D + E + F + G	= \$10,757.98
	<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE:	
	<input type="checkbox"/> FINAL TOTAL FEE:	

Work Order Authorization – May be granted by email and attached to this document.

Consultant: Benesch

	<u>Anthony Dirks</u> <small>Name Signature Date</small>	
LPA:	<u>Tom Ourado</u> <small>Name Signature Date</small>	<u>7-28-2020</u> <small>Date</small>
LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):		
<u>Nicole Taylor</u> <small>Name Signature Date</small>	<u>[Signature]</u> <small>Signature</small>	<u>[Date]</u> <small>Date</small>
LPS Manager or Construction Engineer (Construction Phase):		
<u>Jeff Soula</u> <small>Name Signature Date</small>	<u>Jeff Soula</u> <small>Signature</small>	<u>7/28/2020</u> <small>Date</small>
FHWA: (FHWA Approval on Full Oversight Projects Only):		
<u>[Name]</u> <small>Name Signature Date</small>	<u>[Signature]</u> <small>Signature</small>	<u>[Date]</u> <small>Date</small>

Notice to Proceed will be granted by email by:
LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

FMIS Approval Date:
07/31/20

Notice to Proceed Date:
07/31/20

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

NDOT Form 250, November 18

REVIEW SHOP DRAWINGS AND PROVIDE CONSTRUCTION CONSULTATION

PROJECT NO.: BR0-7076(24)
CONTROL NO.: 13361
LOCATION: Crete Tuxedo Park Road

STRUCTURES: U062044305

A. PROJECT MANAGEMENT, MEETINGS, AND COORDINATION

1. Provide staff management, monthly invoicing and progress reporting. Provide coordination and liaison with NDOT. Conduct quality reviews prior to scheduled submittal.

B. CONSTRUCTION CONSULTATIONS

NOTE: The Consultant shall only do these items upon request of the District Construction Engineer, the Bridge Engineer, or their designated representatives.

1. The Consultant shall attend the State's Pre-Construction Conference.
2. The Consultant shall respond to fabrication and field questions and proposed changes.
3. The Consultant shall evaluate conflicts involving piling, utilities and the railroad.
4. The Consultant shall make site visits. A total of 1 site visits are assumed. Assume two consultant engineers per site visit.
5. The Consultant shall make plan revisions. Assume a total of 1 minor plan revisions will be required.

C. SHOP DRAWINGS

1. The Consultant shall review the detailed shop drawings. This review is for general conformance with design concept only.
2. The Consultant shall as a minimum:
 - a. Review the shop drawings for conformance with the geometry of the structure.
 - b. Review all main and detailed material to assure they conform to the requirements of the contract plans and specifications.
 - c. Review the geometry of the retaining wall structure for principal dimensions including wall length and height, elevations, location and offset from roadway centerline, distance from bridge abutment and clearance between top of wall and bridge girders.
 - d. Return each reviewed shop drawing electronically to the State's Bridge Engineer and other designees as directed by the Construction Division. A stamp showing the level of acceptance must be placed on each shop drawing sheet. The reviewer's initials and the date of review must be indicated on the stamp. Each sheet must also bear the State's Project No., Control No., and Structure No. if not already shown. Return shop drawings within two weeks after receiving them. Make all notations in red.
 - e. Consult with the State's Bridge Engineer any time it seems necessary to make a major change in materials or details from that specified by the contract plans.
3. The Consultant shall get the State's approval for any deviation from the contract plans and specifications.

D. SCHEDULE

1. 08/17/2020, Notice to Proceed
2. 08/20/2020, Project Letting Date
3. 12/31/2021, Contract Completion Date

Staffing Plan (CPFF)

Preliminary & Final Design

Project Name: Crete Tuxedo Park Road
Consultant: Alfred Benesch & Co
Consultant PM: Steve Irons, 402-479-2200, sirons@benesch.com
LPA RC: Example: Ste Jones, 402-777-0000, sjoe@lpa.gov
NDOT PC: Rick Houck, 402-479-3600, richard.houck@nebraska.gov
Date: July 22, 2020

Project Number: BRM-7076(24)
Control Number: 13361



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	ENV	Environmental Scientist
2	PM	Project Manager	7	RLS	Registered Land Surveyor
3	SENG	Sr. Engineer	8	SPC	Survey Party Chief
4	ENG	Engineer	9	SUR	Surveyor I
5	SDES	Sr. Designer/Technician	10	ADM	Administrative

Overhead Rate ^[1] 161.09%
Fee for Profit Rate ^[2] 13.30%
FCCM (if applicable) 0.68%

BLENDED RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
Blended Rate:			
Project Manager			
Tony Dirks	Senior Vice President	\$71.00	75%
Steve Irons	Project Manager II	\$55.00	25%
Blended Rate:		\$67.00	
Sr. Engineer			
Aaron Buettner	Project Manager II	\$60.00	80%
Steve Irons	Project Manager II	\$55.00	20%
Blended Rate:		\$59.00	
Engineer			
Max Kreuzberg	Project Engineer	\$36.00	30%
Jordan Wachal	Project Engineer	\$37.00	30%
Zaki Jabr	Designer I	\$28.00	40%
Blended Rate:		\$33.10	
Sr. Designer/Technician			
Nathan Finn	Technologist II	\$27.50	100%

BLENDED RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Blended Rate:		_____	_____

Consultant's Estimate of Hours

Preliminary & Final Design

Project Name: Crete Tuxedo Park Road **Project Number:** BRM-7076(24)
Consultant: Alfred Benesch & Co **Control Number:** 13361
Consultant PM: Steve Irons, 402-479-2200, siron@benesch.com
NDOT PC: Rick Houck, 402-479-3600, richard.houck@nebraska.gov
Date: July 22, 2020

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PR	PM	SENG	ENG	SDES	ENV	RLS	SPC	SUR	ADM	
I. Project Management		16									16
1. Project Management		12									12
2. Project Description / Purpose and Need											
3. Quality Assurance / Quality Control		4									4
X. Bridge Design Services			11	7							18
1. General PM, Field Inspections and Meetings											
2. Design Data Sheets and TS&L (Non-Hydraulic Str)											
3. Design Data Sheets and TS&L (Hydraulic Str)											
4. Final Bridge Design											
5. Final Bridge Plans											
6. Load Rating Services											
7. Review Shop Drawings			1	2							3
8. Construction Consultation			10	5							15
9. Girder Shim Calculations											
XVI. Miscellaneous Items			20	8	6						34
1. Site Visit (1 visit by up to two engineers)			6	6							12
2. Plan Revision (due to changed conditions, 1 EA)			2	2	6						10
3. Attend Preconstruction Conference			12								12
<i>Total Days</i>		2	3.88	1.88	0.75						9
Total Hours		16	31	15	6						68.0

Project Cost & Breakdown

Preliminary & Final Design

Project Name: Crete Tuxedo Park Road
Consultant: Alfred Benesch & Co
Consultant PM: Steve Irons, 402-479-2200, siron@benesch.com
NDOT PC: Rick Houck, 402-479-3600, richard.houck@nebraska.gov
Date: July 22, 2020

Project Number: BRM-7076(24)
Control Number: 13361

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal			
Project Manager	16	\$67.00	\$1,072.00
Sr. Engineer	31	\$59.00	\$1,829.00
Engineer	15	\$33.10	\$496.50
Sr. Designer/Technician	6	\$27.50	\$165.00
Environmental Scientist			
Registered Land Surveyor			
Survey Party Chief			
Surveyor I			
Administrative			
	68	Subtotal	\$3,562.50

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	\$161.00
Lodging/Meals:	
Other Miscellaneous Costs:	\$34.34
	Subtotal
	\$195.34

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$3,562.50
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 1.0 years @ 3.0% / year =	
Overhead @ 161.09%	\$5,738.83
Facility Capital Cost of Money (FCCM) @ 0.680% (labor costs x FCCM%)	\$24.23
Direct Expenses	\$195.34
Fee for Profit Rate @ 13.30%	\$1,237.08
	TOTAL COST
	\$10,757.98

RESOLUTION

PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 2 – BK1727

CITY OF CRETE

Resolution No. 2020-26

Whereas: City of Crete and Alfred Benesch & Company, have previously executed an Preliminary Engineering Services Agreement (BK1727) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Crete understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of Crete and Alfred Benesch & Company wish to enter into an Preliminary Engineering Services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Crete, Nebraska that:

Dave Bauer, Mayor of City of Crete is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 2 between the City of Crete and Alfred Benesch & Company

NDOT Project Number: BRM-7076(24)

NDOT Control Number: 13361

NDOT Project Description: Crete Tuxedo Park Road

Adopted this _____ day of _____, 2020 at _____ Nebraska.

The City Council of City of Crete, Nebraska:

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature City Clerk

Agreement No.	BK1727-002
Effective (NTP) Date	07/24/2020
Supplement Amount	\$10,757.98
Total Agreement Amount	CPFF \$179,350.11

PROFESSIONAL SERVICES AGREEMENT SUPPLEMENT NO. 2

CITY OF CRETE
ALFRED BENESCH & COMPANY
PROJECT NO. BRM-7076(24)
CONTROL NO. 13361
CRETE TUXEDO PARK ROAD

THIS SUPPLEMENTAL AGREEMENT is between the City of Crete ("LPA") and Alfred Benesch & Company ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on May 2, 2017, for Consultant to provide Preliminary Engineering Services for LPA's project, and Supplemental Agreement #1 executed by LPA on October 17, 2017, for Consultant to provide Preliminary Engineering Services for LPA's project, and

WHEREAS, it is necessary that services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. BRM-7076(24) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "B" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "A", Scope of Services and Consultants Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

- 2.1 LPA issued Consultant a written Notice-to-Proceed on July 31, 2020. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
- 2.2 Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreement(s) #1, and this Supplemental Agreement by December 31, 2021.

SECTION 3. FEES AND PAYMENTS

Section 2. in Exhibit "B" of the Original Agreement is hereby amended in accordance with Exhibit "A" and as shown below. For the work required, SECTION 7 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) #001, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$19,480.68 to \$20,717.76, an increase of \$1,237.08. Actual costs are increased from \$149,111.45 to

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

\$158,632.35, an increase of \$9,520.90. The total agreement amount is increased from \$168,592.13 to \$179,350.11, an increase of \$10,757.98 which Consultant must not exceed without the prior written approval of LPA.

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 7. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement (“The Agreement”) between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

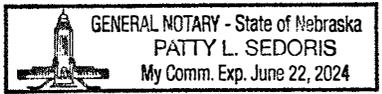
EXECUTED by the Consultant on: September 9, 2020

ALFRED BENESCH & COMPANY
Anthony Dirks

[Signature]
Senior Vice President

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

SUBSCRIBED AND SWORN to before me this 9th day of September, 2020.



[Signature]
Notary Public

EXECUTED by LPA this _____ day of _____, 2020.

CITY OF CRETE
Dave Bauer

Mayor

Subscribed and sworn to before me this _____ day of _____, 2020.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility:

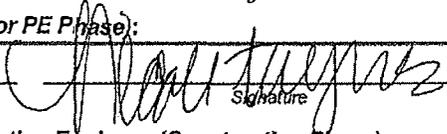
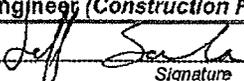
Date

Consultant Work Order (Local Projects)

Project No.: BRM-7076(24)		Control No.: 13361	
Consultant: (Name and Representative) Benesch, Steve Irons		Agreement No.: BK1727	Work Order No.: 2
LPA: (Name and Representative) Tom Ourado, City of Crete		Constr. Change Order No.: (If applicable)	
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement: (include scope of services, deliverables, and schedule) Amendment to the agreement for consultant to provide construction consultation and shop drawings.</p>			
Work Title		Summary of Fee	
		A. Total Direct Labor Cost	= 3,562.50
		B. Overhead (Factor * x A)	= 5,738.83
		C. A + B	= 9,301.33
		D. Profit/Fee (Factor ** x C)	= 1,237.08
*Overhead Factor:	161.09%	E. FCCM (Factor*** x A)	= 24.23
**Profit/Fee Factor:	13.30%	F. Direct Non-Labor Cost	= 195.34
***Facility Capital Cost of Money (FCCM):	0.68%	G. Subconsultant Services	=
Total Fee Notes:		TOTAL FEE: C + D + E + F + G	= \$10,757.98
		<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE:	
		<input type="checkbox"/> FINAL TOTAL FEE:	

Work Order Authorization – May be granted by email and attached to this document.

Consultant: Benesch

	Anthony Dirks	
Name	Signature	Date
LPA:		
Tom Ourado		7-28-2020
Name	Signature	Date
LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):		
Name	Signature	Date
LPS Unit Head Review (for PE Phase):		
Nicole Taylor		
Name	Signature	Date
LPS Manager or Construction Engineer (Construction Phase):		
Jeff Soula		7/28/2020
Name	Signature	Date
FHWA: (FHWA Approval on Full Oversight Projects Only):		
Name	Signature	Date

Notice to Proceed will be granted by email by:
LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

FMIS Approval Date: 07/31/20

Notice to Proceed Date: 07/31/20

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

NDOT Form 250, November 18

REVIEW SHOP DRAWINGS AND PROVIDE CONSTRUCTION CONSULTATION

PROJECT NO.: BR0-7076(24)
CONTROL NO.: 13361
LOCATION: Crete Tuxedo Park Road

STRUCTURES: U062044305

A. PROJECT MANAGEMENT, MEETINGS, AND COORDINATION

1. Provide staff management, monthly invoicing and progress reporting. Provide coordination and liaison with NDOT. Conduct quality reviews prior to scheduled submittal.

B. CONSTRUCTION CONSULTATIONS

NOTE: The Consultant shall only do these items upon request of the District Construction Engineer, the Bridge Engineer, or their designated representatives.

1. The Consultant shall attend the State's Pre-Construction Conference.
2. The Consultant shall respond to fabrication and field questions and proposed changes.
3. The Consultant shall evaluate conflicts involving piling, utilities and the railroad.
4. The Consultant shall make site visits. A total of 1 site visits are assumed. Assume two consultant engineers per site visit.
5. The Consultant shall make plan revisions. Assume a total of 1 minor plan revisions will be required.

C. SHOP DRAWINGS

1. The Consultant shall review the detailed shop drawings. This review is for general conformance with design concept only.
2. The Consultant shall as a minimum:
 - a. Review the shop drawings for conformance with the geometry of the structure.
 - b. Review all main and detailed material to assure they conform to the requirements of the contract plans and specifications.
 - c. Review the geometry of the retaining wall structure for principal dimensions including wall length and height, elevations, location and offset from roadway centerline, distance from bridge abutment and clearance between top of wall and bridge girders.
 - d. Return each reviewed shop drawing electronically to the State's Bridge Engineer and other designees as directed by the Construction Division. A stamp showing the level of acceptance must be placed on each shop drawing sheet. The reviewer's initials and the date of review must be indicated on the stamp. Each sheet must also bear the State's Project No., Control No., and Structure No. if not already shown. Return shop drawings within two weeks after receiving them. Make all notations in red.
 - e. Consult with the State's Bridge Engineer any time it seems necessary to make a major change in materials or details from that specified by the contract plans.
3. The Consultant shall get the State's approval for any deviation from the contract plans and specifications.

D. SCHEDULE

1. 08/17/2020, Notice to Proceed
2. 08/20/2020, Project Letting Date
3. 12/31/2021, Contract Completion Date

BLENDED RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-23-2019) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Blended Rate:			_____

Consultant's Estimate of Hours

Preliminary & Final Design

Project Name: Crete Tuxedo Park Road **Project Number:** BRM-7076(24)
Consultant: Alfred Benesch & Co **Control Number:** 13361
Consultant PM: Steve Irons, 402-479-2200, siron@benesch.com
NDOT PC: Rick Houck, 402-479-3600, richard.houck@nebraska.gov
Date: July 22, 2020

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PR	PM	SENG	ENG	SDES	ENV	RLS	SPC	SUR	ADM	
I. Project Management		16									16
1. Project Management		12									12
2. Project Description / Purpose and Need											
3. Quality Assurance / Quality Control		4									4
X. Bridge Design Services			11	7							18
1. General PM, Field Inspections and Meetings											
2. Design Data Sheets and TS&L (Non-Hydraulic Str)											
3. Design Data Sheets and TS&L (Hydraulic Str)											
4. Final Bridge Design											
5. Final Bridge Plans											
6. Load Rating Services											
7. Review Shop Drawings			1	2							3
8. Construction Consultation			10	5							15
9. Girder Shim Calculations											
XVI. Miscellaneous Items			20	8	6						34
1. Site Visit (1 visit by up to two engineers)			6	6							12
2. Plan Revision (due to changed conditions, 1 EA)			2	2	6						10
3. Attend Preconstruction Conference			12								12
<i>Total Days</i>		2	3.88	1.88	0.75						9
Total Hours		16	31	15	6						68.0

Project Cost & Breakdown

Preliminary & Final Design

Project Name: Crete Tuxedo Park Road
 Consultant: Alfred Benesch & Co
 Consultant PM: Steve Irons, 402-479-2200, siron@benesch.com
 NDOT PC: Rick Houck, 402-479-3600, richard.houck@nebraska.gov
 Date: July 22, 2020

Project Number: BRM-7076(24)
 Control Number: 13361

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal			
Project Manager	16	\$67.00	\$1,072.00
Sr. Engineer	31	\$59.00	\$1,829.00
Engineer	15	\$33.10	\$496.50
Sr. Designer/Technician	6	\$27.50	\$165.00
Environmental Scientist			
Registered Land Surveyor			
Survey Party Chief			
Surveyor I			
Administrative			
	68	Subtotal	\$3,562.50

DIRECT EXPENSES		Amount
Subconsultants:		
Printing And Reproduction:		
Mileage/Travel:		\$161.00
Lodging/Meals:		
Other Miscellaneous Costs:		\$34.34
	Subtotal	\$195.34

TOTAL PROJECT COSTS		Amount
Direct Labor Costs		\$3,562.50
Labor Cost Escalation Factor for Multi-year Projects (if allowed):	Y 1.0 years @ 3.0% / year =	
Overhead @ 161.09%		\$5,738.83
Facility Capital Cost of Money (FCCM) @ 0.680% (labor costs x FCCM%)		\$24.23
Direct Expenses		\$195.34
Fee for Profit Rate @ 13.30%		\$1,237.08
	TOTAL COST	\$10,757.98

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Crete, Nebraska	Owner's Contract No.:
Contractor: Cather & Sons Construction Inc.	Contractor's Project No.:
Engineer: JEO Consulting Group, Inc.	Engineer's Project No.: 200351.00
Project: 2020 Street Improvements	Contract Name: 2020 Street Improvements

This final Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

8/21/2020

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: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

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: *[punch list; others]*

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.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: <u>[Signature]</u>	By: _____	By: _____	By: <u>[Signature]</u>	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Engineer</u>	Title: _____	Title: _____	Title: <u>PRESIDENT</u>	Title: _____	Title: _____
Date: <u>9-25-20</u>	Date: _____	Date: _____	Date: <u>9/15/2020</u>	Date: _____	Date: _____

Contractor's Application for Payment No.

1

Application Period:		Application Date: 9-17-2020
To (Owner): City of Crete, Nebraska	From (Contractor): Cather & Sons Construction Inc.	Via (Engineer): JEO Consulting Group, Inc.
Project: 2020 Street Improvements	Contract: 2020 Street Improvements	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 200351.00

**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
	\$18,319.00		1. ORIGINAL CONTRACT PRICE.....	\$ 65,906.00
			2. Net change by Change Orders.....	\$ 18,319.00
			3. Current Contract Price (Line 1 ± 2).....	\$ 84,225.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 84,225.00
			5. RETAINAGE:	
			a. X Work Completed.....	\$
			b. 10% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 84,225.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
			8. AMOUNT DUE THIS APPLICATION.....	\$ 84,225.00
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$
TOTALS	\$18,319.00			
NET CHANGE BY CHANGE ORDERS		\$18,319.00		

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Cather and Sons Construction, Inc

Contractor Address

PO BOX 29199 Lincoln, NE 68529

Contractor Signature

By:

Justin England

Date:

9-17-2020

Payment of: \$ 84,225.00

(Line 8 or other - attach explanation of the other amount)

is recommended by:

[Signature]

(Engineer)

9-18-20

(Date)

Payment of: \$ 84,225.00

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding or Financing Entity (if applicable)

(Date)

Progress Estimate

Contractor's Application

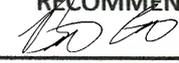
For (Contract): 2020 Street Improvements							Application Number: 1				
Application Period:							Application Date: 9/1/2020				
A				B	C	D	E	F		G	
Item			Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
GROUP A											
1	Mobilization	1	LS	\$7,500.00	\$7,500.00	1	\$7,500.00		\$7,500.00	100.0%	
2	Temporary Traffic Control Measures	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%	
3	Cold Milling	2,630	SY	\$3.50	\$9,205.00	2630	\$9,205.00		\$9,205.00	100.0%	
4	Adjust Manhole to Grade	3	EA	\$1,250.00	\$3,750.00	3	\$3,750.00		\$3,750.00	100.0%	
5	Adjust Valve Box to Grade	1	EA	\$1,250.00	\$1,250.00	1	\$1,250.00		\$1,250.00	100.0%	
6	Asphalt Concrete	325	TONS	\$125.00	\$40,625.00	325	\$40,625.00		\$40,625.00	100.0%	
7	Tack Coat	269	GAL	\$4.00	\$1,076.00	269	\$1,076.00		\$1,076.00	100.0%	
CHANGE ORDERS											
CO1_3	Colding Milling	870	SY	\$3.50	\$3,045.00	870	\$3,045.00		\$3,045.00	100.0%	
CO1_4	Adjust Manhole to Grade	1	EA	\$1,250.00	\$1,250.00	1	\$1,250.00		\$1,250.00	100.0%	
CO1_6	Asphalt Concrete	108	TONS	\$125.00	\$13,500.00	108	\$13,500.00		\$13,500.00	100.0%	
CO1_7	Tack Coat	131	GAL	\$4.00	\$524.00	131	\$524.00		\$524.00	100.0%	
CHANGE ORDER 1 TOTAL											
Totals					\$84,225.00		\$84,225.00		\$84,225.00	100.0%	

Date of Issuance: **August 28, 2020** Effective Date: **August 28, 2020**
 Owner: **City of Crete** Owner's Contract No.:
 Contractor: **Cather and Sons** Contractor's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **200351**
 Project: **2020 Street Improvements** Contract Name:

The Contract is modified as follows upon execution of this Change Order:
 Description: **Adding quantities for the block of Forrest Street along with finalizing quantities for the project**

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>65,906.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>65,906.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>18,319.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>84,225.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: <u></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Manager</u>
Date: <u>9-7-20</u>	Date: _____	Date: <u>9-4-2020</u>

From: David Gilmore <davidg@gilmore-engineering.com>

Sent: Thursday, October 1, 2020 3:22 PM

To: Tom Ourada <tom.ourada@crete.ne.gov>

Subject: Belohlavy Addition Lift Station and Force Main Bids

Tom, I have reviewed the bids for the Belohlavy Addition lift station and force main. I have discovered no errors or irregularities in the bids or their tabulation. The estimated construction cost was \$381,300. The lowest bid was from Van Kirk Bros. Contracting of Sutton, Nebraska at \$224,314. The second lowest bid received was from General Excavating for \$320,335.95. The third lowest bid was received from ME Collins Contracting of Wahoo, Nebraska, for \$385,595. The fourth and highest bid received was from T.J. Osborn Construction in the amount of \$387,950. It is my recommendation that the City award the contract to the lowest responsive, responsible bidder which is Van Kirk Bros. Contracting of Sutton, Nebraska in the amount of \$224,314.

If you have any questions regarding the bids or my recommendation, please contact our office.

David Gilmore, P.E.

GILMORE & ASSOCIATES, INC.

Engineers · Surveyors

P.O. Box 565

2670 33rd Avenue

Columbus, NE 68601

Phone: (402) 564-2807

Fax: (402) 564-2800

G&A #

BVH ARCHITECTURE

ADDITIONAL SERVICES AUTHORIZATION FORM

PROJECT: City of Crete Public Library, Community and Technology Center
PROJECT NO.: 17122
TO: Tom Ourada, City Administrator
DATE: 10.1.2020

CHANGE AUTHORIZATION NO. 2

In accordance with the Agreement dated 9 August, 2017, BVH Architecture is requesting your consideration of an increase in design fees relating to the creation of bidding documents and Construction Administration of a new acoustical wall around the existing chiller unit.

DESCRIPTION:

The additional fee will cover the creation of the bidding documents which will be let for public bidding by the City of Crete. Additionally, they cover the bidding services and construction phase services. The following scope of services generally includes:

BIDDING DOCUMENTS

1. Design and creation of bidding documents.
2. Creation of a project manual which includes Procurement and Contracting Requirements and General Conditions and Requirements.
3. Coordination with the City of Crete regarding bidding procedures.

FEE

- A. BVH-8 Hours @ \$195/Hour = \$1560.
- B. Olsson-5 Hours @170/Hour = \$850

BIDDING SERVICES

1. Clarifications to bid documents and issuing Addendum.
2. Attending bid opening.
3. Bid evaluation.

FEE

- A. BVH-4 Hours @ \$195/Hour = \$780.
- B. Olsson-2 Hours @170/Hour = \$340

CONSTRUCTION PHASE SERVICES

1. Shop drawing review.
2. Construction Progress Meetings. Two included.
3. Punch list Meeting and Report. One included.
4. Office Construction Administration.

BVHARCHITECTURE

440 N 8th St, Ste 100 Lincoln, NE 68508 / 402.475.4551 // 901 Jones St Omaha, NE 68102 / 402.345.3060

BVH ARCHITECTURE

5. Project Closeout.

FEE

A. BVH-24 Hours @ \$195/Hour = \$4680.

B. Olsson-10 Hours @170/Hour = \$1700.

THIS CHANGE WILL AFFECT THE PROJECT AS FOLLOWS:

Change in Architectural Fees Lump Sum Fee of \$9900.

The Lump Sum fee does not include reimbursable expenses and those will be in addition to Lump Sum fee.

Respectfully submitted,

Michael E. Daily
Associate Principal

BVH Architecture

If you agree, please authorize these changes by signing and returning one copy of this form.

By: _____

Michael E. Daily
Associate Principal

By: _____

(Signature)

(Print Name and Title)

Date: _____

RESOLUTION NO. 2020-27

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA GRANTING A SPECIAL EXCEPTION USE TO SALINE MEDICAL PLAZA, LLC FOR A MEDICAL CENTER, PHYSICAL THERAPY CLINIC, AND CHILD CARE CENTER AT 830 EAST FIRST STREET.

WHEREAS, Saline Medical Plaza, LLC submitted a written application to use the property located at 830 East 1st Street as a medical center, physical therapy clinic, and child care center, which are special exception uses in an R-2 Two-Family Residential District;

WHEREAS, notice of a public hearing regarding the proposed special exception use was given and posted at City Hall and in at least one other public place at least ten days prior to the public hearing date;

WHEREAS, a public hearing was held on September 15, 2020, at which Saline Medical Plaza, LLC appeared and testified in regards to the special exception use;

WHEREAS, the City Council is empowered to grant special exceptions to R-2 zoning restrictions under Crete City Code §11-214 and §11-230 if it finds the granting of the special exception will not adversely affect the public interest; and,

WHEREAS, after the public hearing, the City Council determined that the granting of the special exception will not adversely affect the public interest and that satisfactory provision and arrangement has been made concerning all zoning restrictions and regulations.

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

Section 1. That the City Council finds and certifies that this special exception request will not adversely affect the public interest, that it complies with the specific rules governing individual special exceptions, and that satisfactory provision and arrangement has been made concerning any applicable zoning, traffic, noise, or other issues specified in Crete City Code §11-230.

Section 2. That Saline Medical Plaza, LLC shall be authorized to conduct a medical center, physical therapy clinic, and child care center, which are allowed special exception uses in an R-2 Two-Family Residential District, at 830 East 1st Street, Crete, Nebraska.

PASSED AND ADOPTED this 6th day of October 2020.

Mayor

ATTEST:

City Clerk



CITY OF CRETE
APPLICATION FOR
SPECIAL EXCEPTION PERMIT

Special Exception Fee \$160

DATE OF APPLICATION: 8/27/2020 APPLICATION #: _____

ADDRESS OR LOCATION: 830 East 1st Street

UNDER THE PROVISIONS OF SECTION 11-230 OF THE CITY OF CRETE ZONING REGULATIONS THE UNDERSIGNED HEREBY APPLIES FOR A SPECIAL EXCEPTION PERMIT TO:

see below description
allow medical offices and daycare in R-2

ON THE PROPERTY DESCRIBED AS LOT(S) CRETE CITY LOTS 1-6 EAST OF M.P.R.R. BLK. 252 & LOTS 1-12 BLK. 253~

BLOCK _____ ADDITION CRETE CITY PT OF LOTS 1-4, ALL OF 5-6 & ADJ. PT OF VAC ST. BLK 252

PROPOSED DEVELOPMENT OF THE PROPERTY IS SHOWN AND PLANS ATTACHED HERETO. TYPE AND PROPOSED USE IS AS FOLLOWS:

Medical Center Monday, Wednesday: 8-7pm / T,Th,Fr:8-5pm / Sat:9-12pm
Physical Therapy: 7:30am-4pm T/Th
Daycare: 5am-6:30pm M-F / 6 weeks to 13 year children / 86-100 children
Dental and Other Business: M-F: 8-5pm

APPLICANT NAME: SALINE MEDICAL PLAZA, LLC

ADDRESS: 969 EAST HIGHWAY 33 CRETE, NE 68333

E-MAIL ADDRESS: jgutierrez@smscrete.com

TELEPHONE #: 305.546.6250 SIGNATURE: [Signature] 8/27/2020

FOR OFFICIAL USE ONLY BELOW THIS LINE

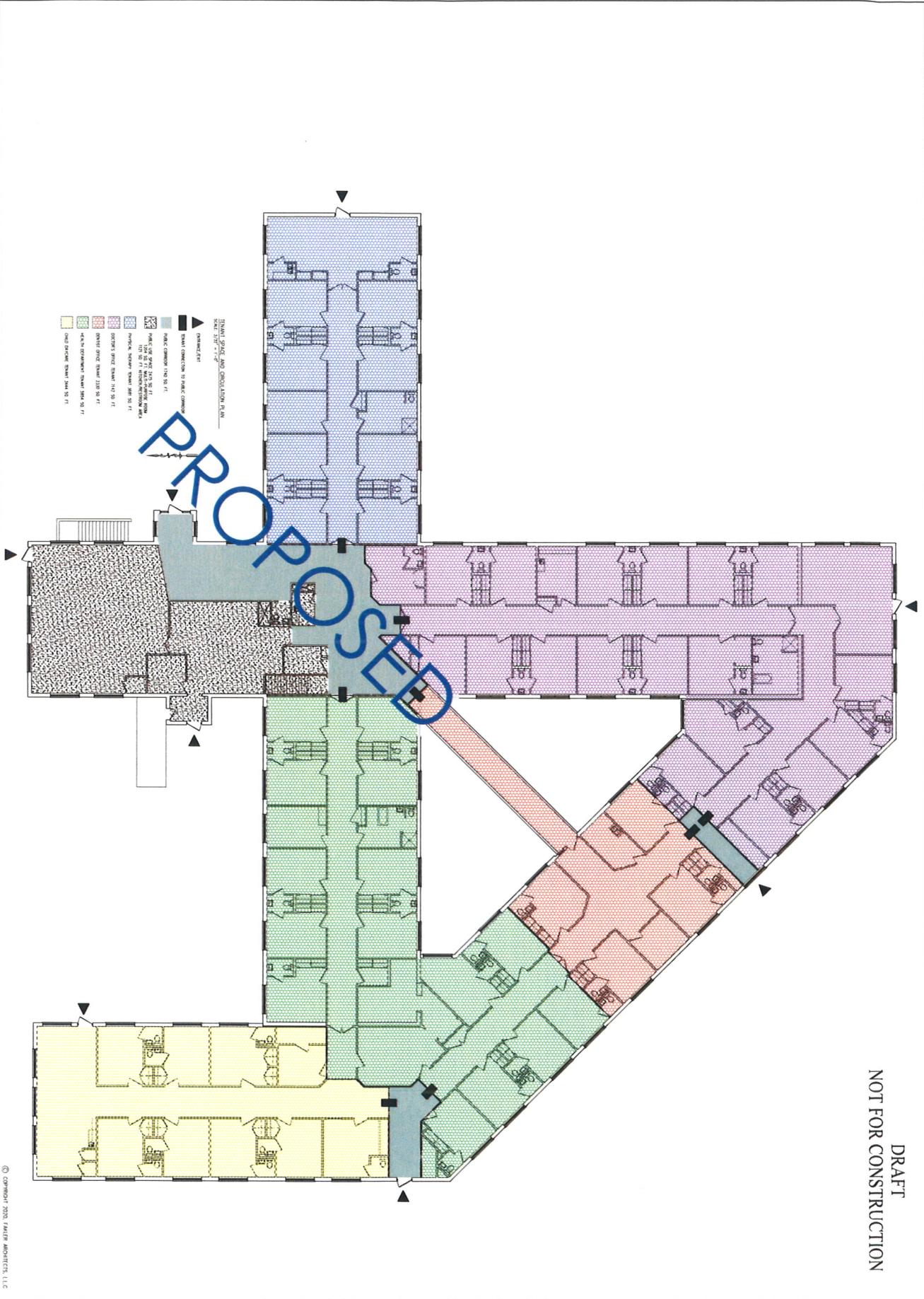
DATE PUBLISHED & POSTED: Sept 2, 2020

DATE OF CITY COUNCIL HEARING: Sept 15, 2020

CONDITIONS: _____

APPROVED: _____ DENIED: _____

COPY TO: BUILDING INSPECTOR: [check] DATE 8/27/20
CITY CLERK: [check] DATE 8/27/20



DRAFT
NOT FOR CONSTRUCTION

MAIN LEVEL TENANT AREA & PUBLIC CIRCULATION PLAN

A-1.0
PROJECT #191

REVISIONS	
REVISION	DATE
1	7/20/2020
2	7/20/2020
3	7/20/2020
4	7/20/2020
5	7/20/2020
6	7/20/2020
7	7/20/2020
8	7/20/2020
9	7/20/2020
10	7/20/2020

Saline Medical Specialties
830 E. FIRST ST., CRETE, NE 68333

FAKLER ARCHITECTS, L.L.C.
1001 N. 6TH ST., BEATRICE, NE 68310
PH 402-228-3020 FAX 402-228-3018
E-MAIL michael@faklerarchitects.com

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Judi Meyer

From: Mitch Holt <mholt@genesiscontractinggroup.com>
Sent: Thursday, August 27, 2020 1:10 PM
To: Judi Meyer
Cc: Casey Leif; Josue Gutierrez; 'Casey Moeller (caseyjmoeller@hotmail.com)'
Subject: RE: SPECIAL EXCEPTION PERMIT FORM
Attachments: SPECIAL EXCEPTION PERMIT FORM Updated.pdf

Judi,
Please find the updated form per your request. The other site question are getting dialed up at this time. Please find the snapshot of the site play that shows where the entrance and fenced in area in the back that will serve the day care as well. The orange highlighted portion that leads to the entrance is the traffic path for the kids coming and going. That will also have a fence (where existing white fence is now) that creates a boarder from the building to parking lot.



Thanks,

Mitch Holt



CITY OF CRETE
APPLICATION FOR
SPECIAL EXCEPTION PERMIT

Special Exception Fee \$160

DATE OF APPLICATION: 8/10/20 APPLICATION #:

ADDRESS OR LOCATION: 1606 W 12th

UNDER THE PROVISIONS OF SECTION 11-230 OF THE CITY OF CRETE ZONING REGULATIONS THE UNDERSIGNED HEREBY APPLIES FOR A SPECIAL EXCEPTION PERMIT TO:

Allow a church in 1/2 of the Main-Building (East 1/2)

ON THE PROPERTY DESCRIBED AS LOT(S) # 760051011

BLOCK 3,3 Acres ADDITION Crete Pict. Part NE 1/4 NW 1/4 Sec 33-8-4

PROPOSED DEVELOPMENT OF THE PROPERTY IS SHOWN AND PLANS ATTACHED HERETO. TYPE AND PROPOSED USE IS AS FOLLOWS:

Drawing are not complete 1/2 on 1,000 sq ft. of Main-Building will be the church, New Bathrooms, 1-New External Door, New ceiling, Drywall

APPLICANT NAME: Ron Dittmer c/o Dittmer & Dittmer

ADDRESS: 1600 West 12th Crete NE

E-MAIL ADDRESS: RON.DITTMER@Gmail.com

TELEPHONE #: 402-641-7740 SIGNATURE: Ron Dittmer

FOR OFFICIAL USE ONLY BELOW THIS LINE

DATE PUBLISHED & POSTED: -10 days in advance on property Sept 2, 2020

DATE OF CITY COUNCIL HEARING: Sept. 15, 2020

CONDITIONS:

APPROVED: DENIED:

COPY TO: BUILDING INSPECTOR: DATE

CITY CLERK: DATE

RESOLUTION NO. 2020-28

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA GRANTING A SPECIAL EXCEPTION USE TO DITTMER & DITTMER, LLC FOR A CHURCH AT 1606 WEST TWELFTH STREET.

WHEREAS, Dittmer & Dittmer, LLC submitted a written application to use a portion of the property located at 1606 West 12th Street as a church, which is a special exception use in a C-3 Highway Commercial District;

WHEREAS, notice of a public hearing regarding the proposed special exception use was given and posted at City Hall and in at least one other public place at least ten days prior to the public hearing date;

WHEREAS, a public hearing was held on September 15, 2020, at which Dittmer & Dittmer, LLC appeared and testified in regards to the special exception use;

WHEREAS, the City Council is empowered to grant special exceptions to C-3 zoning restrictions under Crete City Code §11-219 and §11-230 if it finds the granting of the special exception will not adversely affect the public interest; and,

WHEREAS, after the public hearing, the City Council determined that the granting of the special exception will not adversely affect the public interest and that satisfactory provision and arrangement has been made concerning all zoning and building restrictions and regulations.

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

Section 1. That the City Council finds and certifies that this special exception request will not adversely affect the public interest, that it complies with the specific rules governing individual special exceptions, and that satisfactory provision and arrangement has been made concerning any applicable zoning, traffic, noise, building code, or other issues specified in Crete City Code §11-230.

Section 2. That Dittmer & Dittmer, LLC shall be authorized to use a portion of the property located at 1606 West 12th Street, Crete, Nebraska as a church, which is an allowed special exception use in a C-3 Highway Commercial District.

PASSED AND ADOPTED this 6th day of October 2020.

Mayor

ATTEST:

City Clerk

Summary Page



**5311 Funding Application
for Public Transportation Operating Assistance
Fiscal Year: 2019-2021**



For any questions please email : frank.faughn@nebraska.gov

Federal Reimbursement Calculation

1	Operating Costs (total from Page 3)	\$282520
2	Project Income (From above)	\$37200
3	Estimated Net Operating Deficit (Line 1 minus Line 2)	\$245320
4	Federal Funds Requested (50% of Line 3)	\$122660
5	Remaining Net Deficit (Line 3 minus Line 4)	\$122660

State Reimbursement Calculation - Operating Costs

6	State Funds Requested (50% of Line 5)	\$61330
7	Local Matching Funds Required (Line 3 minus Line 4 minus Line 6)	\$61330

Federal Reimbursement Calculation - Non-Operating Costs

8	Non-Operating Costs (Total from Page 4)	\$394040
9	Federal Funds Requested (80% of Line 8)	\$315232

State Reimbursement Calculation - Non-Operating Costs

10	State Funds Requested (10% of Line 8)	\$39404
11	Local Matching Funds Required (Line 8 minus Line 9 minus Line 10)	\$39404

Funds By Source

12	Federal	\$437892
13	State	\$100734
14	Local Match	\$100734

Local Matching Funds Source

In kind parking for two vehicles @ 175 per month - Crete, Saline county and eight towns within county., HHS,
In kind snow removal from parking lot and alley driveway - Western,

Authorized By: Scott Bartels

Authorized Date: 02/28/2019

June 22, 2020

City Clerk
Judi Meyer
243 E 13th St.
Crete, NE 68333

Dear Judi,

Enclosed is a copy of the Budget Summary for fiscal years 2020 and 2021. Also enclosed is a funding chart that shows Crete's share of the local matching funds. Note that although the Summary reflects a two year budget as is now required by Nebraska Dept of Transportation, the funding chart is only allocating local match for one year (half of the total local match on line 14). A separate line item on this chart also shows \$16,644.00 being requested for the Crete survey services to be provided for fiscal year 2021. Adding the county wide service to the city service brings the total allocation for Crete to \$24,520.00.

Whereas in 2019 SCAT experienced a 21% increase in ridership, at the end of 8 months for fiscal year 2020 SCAT was on schedule to increase another 14%. And then coronavirus struck. Currently it appears the year will end near 1,000 fewer boardings (about 8.5% decrease). It is hard to predict, but starting the new fiscal year will reflect low ridership initially. We anticipate it will again increase as covid 19 passes and we hope to regain at least a portion of the school/student revenue.

Any new ideas for fund raising opportunities are welcome and should be forwarded to SCAT board members or myself at the Western office. Currently the Crete representatives are Marty Stones and Jeff Wenz.

SCAT also strongly encourages communities to make known any transportation needs that are going unmet. We are willing to seek out opportunities to serve your needs.

Sincerely,

Scott Bartels
SCAT Dir.

Enclosures

Saline County Area Transit
Town Allocations
Fiscal Year 2021

CITY	BASE	CITY SHARE	TOTAL
Crete	500	7376	7876
DeWitt	500	855	1355
Dorchester	500	799	1299
Friend	500	1711	2211
Swanton	500	157	657
Tobias	500	218	718
Western	500	427	927
Wilber	500	2530	3030
Saline County	5200	<hr style="width: 10%; margin: 0 auto;"/>	<u>5200</u>
Total Local Funding	9200	14073	23273
Other Local Revenue Sources			10450
Crete for Crete city surrey			16644
Total local match for fiscal year 2018			50367

NEBRASKA STATE PATROL SOFTWARE SHARING AGREEMENT

This Agreement is made effective upon the signing by both parties, the Nebraska State Patrol, Lincoln, Nebraska, and the Crete Police Department.

In this Agreement, the party who is contracting to receive services is the Crete Police Department and shall be referred to as "Agency". The party who will be providing the services shall be referred to as "Nebraska State Patrol".

Nebraska State Patrol has licenses to use certain software systems, and is making these software systems available to other public safety agencies.

The Agency desires to have software services provided by the Nebraska State Patrol.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. The Nebraska State Patrol has several licenses for software systems that Nebraska State Patrol is allowed to sublicense for a public safety purpose. This agreement is for the purpose of allowing the use of these software systems. Particular systems selected by the Agency for use will be documented in Exhibit(s) at the end of this agreement.

2. PAYMENT. The Agency will pay a monthly or yearly fee as documented in the Exhibit(s). Number of accounts will be determined when this agreement is signed, and again on an annual basis as reflected in the Exhibit(s) for each software product. Such bills shall be paid promptly and in accordance with the Nebraska Prompt Payment Act. Should Nebraska State Patrol not be paid after two notices, and said payment is more than sixty days in arrears, services may be discontinued without further notice. Payment is for the technical infrastructure and not for the sublicenses.

3. USE OF LICENSED SOFTWARE. The Agency may use the licensed software systems for any official purpose relating to public safety or public utilities. The Agency shall make no use of the software other than is permitted by Nebraska State Patrol. The Agency shall not install the software on devices owned by the employee; the software may be installed only on devices owned by the agency. The Agency shall protect the confidentiality of the licensed software. The Agency shall not sublicense the software or permit any one to use the software except as provided in this agreement. The Agency agrees to provide an Information Technology Support contact, as well as hardware and equipment capable of operating the software. If the software allows access to Criminal Justice Information Systems (CJIS) data, the Agency agrees to abide by all other signed agreements and CJIS rules previously agreed to, as well as all privacy laws and regulations, both state and federal.

4. SERVICES PROVIDED. The Nebraska State Patrol will provide servers, databases, and storage to run the software systems selected. A redundant system will also operate in another location. The particular systems selected will be found in Exhibit(s) at the end of this agreement. The Nebraska State Patrol will provide the software, including subsequent releases. The Nebraska State Patrol will provide the software installation standards and limited remote support during business hours. Nebraska State Patrol will provide technical support for agency setup and on-going support as needed. This support will occur via telephone, e-mail, or remote support tool. Support will be provided to the Information Technology contact for the Agency. If there is a problem that is determined to be the software product, Nebraska State Patrol will make contact with the Vendor to resolve the issues. If the problem is hardware related, Nebraska State Patrol may offer suggestions, but resolution may be dependent on the Agency and their Information Technology contact.

5. TERM/TERMINATION OR EXTENSION. This agreement supersedes previously signed agreements; this agreement is effective on the date of the final signature below and remains in effect for a one-year term. This agreement shall automatically renew for additional terms of one year each. This Agreement may be terminated with or without cause by either party upon 30 days written notice to the other party. The terms of this agreement may only be revised or amended in writing by mutual agreement. A revision is not effective unless signed by personnel authorized to bind the two parties. Any revision becomes effective on the date of the last signature to the revision.

6. RELATIONSHIP OF PARTIES. Each party is responsible for the acts or omissions of its own agents and employees. Claims for tort damage against either party must be submitted and adjudicated in accordance with the Nebraska Tort Claims Act or applicable state law.

7. THIRD PARTY RIGHTS. This Agreement is not intended to confer or create any right or benefit for a third party.

8. DISCLAIMER OF WARRANTIES. The software provided is “as is” and “with all faults” without any warranty of any kind, express or implied, including but not limited to, warranties of non-infringement, performance, merchantability, or fitness for a particular purpose.

9. CONFIDENTIALITY. Nebraska State Patrol represents, and Agency agrees, that the software provided contains trade secrets of the vendor, which the Agency is under an obligation to protect, including without limitation algorithms, methods and structure and design elements. Such trade secrets are entrusted to the Agency only for use as expressly authorized by Section 3 herein. The Agency agrees to hold such trade secrets in confidence and will not decompile, reverse engineer, or “unlock” the licensed software provided by Nebraska State Patrol and the vendor. Any information received through this software provided may be exempt from Nebraska Public Record Act disclosure as investigative or tactical records developed by law enforcement or as information solely pertaining to the protection of the security and safety of persons on or within public property. Please contact Nebraska State Patrol Legal Division, prior to the release of any information under a Public Record Request. If a Legal Hold is required for litigation purposes, please notify Nebraska State Patrol Legal Division.

10. MODIFICATION OF LICENSED SOFTWARE. The Agency shall not modify, cause, or permit any other person to modify the licensed software.

11. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

12. LIMITATION ON LIABILITY. In no event shall Nebraska State Patrol be liable for any damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages, including loss of information, business interruption or other loss) arising out of this Agreement, even if Nebraska State Patrol is aware or has been advised of the possibility of such damages.

13. BINDING EFFECT. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Nebraska.

17. DRUG FREE WORKPLACE POLICY. The Agency certifies that it has a Drug Free Workplace Policy. Agency certifies that drug or alcohol use, delivery, or possession is not allowed by employees during work hours or at the work site and that disciplinary action will be taken against employees if this policy is not adhered to. Employees have been advised of this policy.

18. CONTRACT COMPLIANCE PROGRAM. The Agency certifies that it and all subcontractors do not discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap or age, and do not discriminate against employees or applicants for employment on the basis of race, color, religion, national origin, sex or otherwise qualified handicapped status.

19. WORK ELIGIBILITY STATUS. The Agency is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

20. CAPACITY. The undersigned person representing the Agency receiving services does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Agency to this agreement.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:
Crete Police Department

By: _____ Date: _____
Signature
Name and Title: _____

Party providing services:
Nebraska State Patrol

By: _____ Date: _____
Kevin M. Ryan, Captain
Administrative Services

**EXHIBIT A
MACH AGREEMENT**

Whereas the parties have an agreement to share software services, and whereas the Crete Police Department desires to have access to the MACH software, pursuant to prior agreement executed on the _____ day of _____, _____, the parties agree to the following terms and conditions:

FEES

The fee for MACH is \$24 yearly per device and is pro-rated at the time of the execution of this agreement. Devices added or removed during the course of the year between reporting periods will not affect the rate. In subsequent years, the number of devices will be determined by the Nebraska State Patrol and billed in December. Payments shall comply with Section 2 of the prior agreement referenced above.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:
Crete Police Department

By: _____ Date: _____
Signature
Name and Title: _____

Party providing services:
Nebraska State Patrol

By: _____ Date: _____
Kevin M. Ryan, Captain
Administrative Services

APPLICABLE

AT PRESENT, THIS WOULD BE THE ONLY MEANS AVAILABLE TO COMMUNICATE DIRECTLY TO NSP TROOPERS IN THE CITY.

5 PATROL CARS
1 DESKTOP

6 UNITS x \$24/ANNUAL
\$144.00/ANNUAL

EXHIBIT B of the NSP Software Agreement

TraCS AGREEMENT

Whereas the parties have an agreement to share software services, and whereas <Enter Agency Name> desires to have the Nebraska State Patrol provide service of TraCS software, pursuant to prior agreement executed on the ____ day of _____, _____, the parties agree to the following terms and conditions:

The parties agree that the Nebraska Crime Commission holds the TraCS Software license; <Enter Agency Name> will sign a Sublicense Agreement with the Nebraska Crime Commission. <Enter Agency Name> agrees to provide the Nebraska State Patrol with a copy of the signed Sublicense Agreement prior to final testing.

SERVICES PROVIDED:

The parties agree that the Nebraska State Patrol will provide the infrastructure for the TraCS software. The infrastructure includes databases, servers, and a redundancy system. The Nebraska State Patrol will also provide an initial training program, set-up, test installs, support, etc., as outlined in the Software Agreement.

FEES:

The fee is \$37.50 yearly per user and is pro-rated at the time of the execution of this agreement. Users added or removed during the course of the year between reporting periods will not affect the rate. In subsequent years, the number of users will be determined by the Nebraska State Patrol and billed annually. Payments shall comply with Section 2 of the Software agreement referenced above.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:
<Enter Agency Name>

By: _____ Date: _____
<Enter Name of Official>

Name and Title: _____

Party providing services:
Nebraska State Patrol

By: _____
Kevin M. Ryan, Captain
Administrative Services

Date: _____

NOT APPLICABLE
THIS IS ONLY FOR
E-CITATION USE
WITH NSP.
WE WILL BE USING
E-CITATION UNDER
SE COMMUNICATIONS
RECORDS MANAGEMENT

EXHIBIT C
MACH Bot –National Crime Information Center (NCIC)

Whereas the parties have an agreement to share software service, and whereas Click or tap here to enter text desires to have access to the MACH Bot (NCIC) via MACH software, pursuant to prior agreement on the Click or tap here to enter text , the parties agree to the following terms and conditions:

The parties agree that Click or tap here to enter text will maintain all current and future requirements outlined in the Nebraska Criminal Justice Information User Agreement, as applicable, to include but not limited to, auditing, certification, and terminal access.

SERVICES PROVIDED:

The MACH Bot provides the service o the ability to connect to the Law Enforcement Message switch. The Nebraska State Patrol will provide the ORI and mnemonics required for each device.

FEES:

The fees for the CLEIN accounts are outlined and billed, separate and distinct from MACH, in the Nebraska Criminal Justice Information User Agreement or the Nebraska Criminal Justice Information Non-Terminal Agency User Agreement.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:

Click or tap here to enter text

By: _____ Date: _____
Signature

Name and Title: _____

Party providing services:
Nebraska State Patrol

NOT APPLICABLE

EXHIBIT D of the NSP Software Agreement
TraCS AGREEMENT for the Use of Crash Form Only

Whereas the parties have an agreement to share software services, and whereas Crete Police Department desires to have the Nebraska State Patrol provide service of TraCS software, pursuant to prior agreement executed on the ____ day of _____, the parties agree to the following terms and conditions:

The parties agree that the Nebraska Crime Commission holds the TraCS Software license; Crete Police Department will sign a Sublicense Agreement with the Nebraska Crime Commission. Crete Police Department agrees to provide the Nebraska State Patrol with a copy of the signed Sublicense Agreement prior to final testing.

SERVICES PROVIDED:

The parties agree that the Nebraska State Patrol will provide the infrastructure for the TraCS software. The infrastructure includes databases, servers, and a redundancy system. The Nebraska State Patrol and Nebraska Department of Transportation will together provide the form, form maintenance, an initial training program, set-up, test installs, support, etc., as outlined in the Software Agreement.

____ (please initial before signing) I certify that the above named agency has already signed a sublicense agreement with the Nebraska Commission on Law Enforcement and Criminal Justice, permitting the named agency to have and use Traffic and Criminal Software (TraCS).

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:
Crete Police Department

By: _____ Date: _____
Signature

Print Name and Title: _____

Party providing services:
Nebraska State Patrol

By: _____
Kevin M. Ryan, Captain
Administrative Services

Da

APPLICABLE
A FREE SERVICE
REQUIRED FOR
"CRASH" (TRAFFIC ACCIDENT)
REPORTING

**Contract Between AGENCY
and The Bridge Behavioral Health**

THIS CONTRACT is entered into by and between The Bridge Behavioral Health, a Lincoln, Nebraska based non-profit corporation, (hereinafter referred to as “The Bridge”) and the AGENCY (hereinafter referred to as “AGENCY”).

WHEREAS, the AGENCY seeks to engage The Bridge in accordance with the terms and conditions set forth herein, to provide emergency detoxification services while client has been placed in civil protective custody pursuant to Nebraska Revised Statute 53-1,121.

WHEREAS, The Bridge possesses certain skills, experience, facilities, and competency to perform such services, and is the sole provider for such services in Region V serving Southeast Nebraska.

NOW, THEREFORE, IN CONSIDERATION of the mutual obligations of the parties hereto, the parties do agree as follows:

Scope of Services

The Bridge agrees to:

1. To undertake, perform, and complete in a satisfactory and professional manner, care related to keeping the safe custody of clients with alcohol and drug problems, whose needs do not exceed the capabilities of The Bridge. Furthermore, such services will be performed in conformance with Nebraska state statutes and the rules and regulations of the State Department of Health and Human Services, including but not limited to Neb. Rev. Stat. § 53-1,121, as such statutes and rules and regulations may be amended.
2. To assist in the release of any person from civil protective custody, who meets The Bridge’s criteria for release, to a responsible person. A responsible person is defined as a person who: is 19 years of age or older, not under the influence of any mood altering chemical including alcohol, is a licensed driver or someone who is capable of and does make transportation arrangements, and who accepts responsibility for the person being released from custody by signing The Bridge’s release form.
3. The Bridge shall notify the AGENCY when emergency detoxification services are nearing completion so that the AGENCY can arrange transfer to the client’s county of residence, or other appropriate location. The Bridge is required to begin assessing for discharge when the BAC is .08.

The AGENCY agrees to

1. Complete the necessary admission paperwork and assist Bridge staff with securing client in room before departing the unit.
2. Protect the client’s privacy as protected by 42 CFR Part 2, including not taking pictures (unless needed for official police business) or discussing clients on social media.

3. Transport client home (or other appropriate location) or provide Bridge staff with specific discharge plan that allows for client's return to county of residence.

Term of the Contract

The term of this Contract shall be for the period of October 1, 2020, through June 30, 2021.

Compensation

The AGENCY agrees to pay The Bridge \$214.00 per admission for the period of October 2, 2020 to June 30, 2021.

On or before the 30th day following the close of each calendar quarter, The Bridge shall submit an invoice to AGENCY. The AGENCY agrees to pay invoice upon receipt.

Confidentiality

All services, including reports, opinions, and information to be furnished under this Contract shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the AGENCY. The parties concur that The Bridge must adhere to the privacy requirements of 42 CFR Part 2, which may prohibit specific client information from being provided to particular entities absent permission from the client or state or federal law exception.

Termination of Contract

The AGENCY may, at its discretion, terminate this Contract upon providing written notice to The Bridge for the following reasons:

1. Failure to perform the required services in a satisfactory and timely manner.
2. Breach of any of the terms or conditions of this Contract.

In the event of a failure to perform or breach of this Contract, the AGENCY will notify The Bridge in writing thirty (30) days in advance of the termination date.

Either party may terminate this Contract for any reason including convenience. A termination of convenience requires 90 (ninety) days written notice to the other party.

The AGENCY shall pay The Bridge for all satisfactorily performed services through the date of termination of this Contract.

Insurance

The Bridge shall provide proof of liability insurance to the AGENCY annually.

Release and Hold Harmless

FIRE PROTECTION CONTRACT

1. **PARTIES:** The Saline County Rural Fire Protection District, a legally organized rural fire protection district in Saline County, Nebraska, hereinafter designated as the District and the City of Crete of Crete, a Municipal Corporation, by and with its Municipal Volunteer Fire Department hereinafter designated as the Municipality.

2. **PURPOSE:** The District is organized for the purpose of providing protection for the rural area within its boundaries supported by a general property tax levy on properties within said District, and has adopted the policy of contracting with the City of Crete, a Municipal Corporation, within said county to furnish said fire protection with its own firefighters and equipment for a consideration, in order to make more effective the use of the fighting equipment, and to avoid expensive duplication of apparatus and facilities. This arrangement is made as a substitute for the actual ownership and operation of fire fighting equipment by the District. This agreement is not a third party beneficiary contract, and no taxpayer within said District shall be construed to be a beneficiary thereof or have any rights, claims or demands in the premises, whatsoever; and that all acts of the parties in pursuance hereof shall constitute a governmental function and not a proprietary function.

3. **RELATIONSHIP OF PARTIES:** It is understood and agreed that the relationship of the parties to this contract is that of independent contractors and it shall not be otherwise construed either in law or equity.

4. **TERMS:** This contract covers the period from the 1st day of July, 2020, to the 30th day of June, 2021, inclusive.

5. **CONSIDERATION:** Subject to the tax collections, the District agrees to pay to the City of Crete the sum of \$29,000.00 payable as follows:

50% thereof on or before the 1st day of January, 2021,

50% thereof on or before the 30th day of June, 2021,

provided however, that in the event of a deficiency in the funds of said District occasioned by the non-payment of taxes the payment of the above consideration may be postponed until adequate tax collections have been made.

6. **USE OF CONSIDERATION:** As a part of the covenants hereof, it is understood and agreed that the above consideration paid to the said Municipality may be expended only for fire protection purposes, including the purchase and maintenance of equipment.

7. **RECEIVING AGENCY:** The City of Crete hereby designates the City Treasurer of the City of Crete as the official to whom the consideration above mentioned shall be paid and as the person who shall officially receipt for the same.

8. SCOPE OF OPERATION: The scope of operation contemplated by the parties hereto are as follows:

- A. The City of Crete agrees to keep and maintain in use fire fighting equipment and apparatus suitable for rural fire protection in conformity with the suggestions and recommendations of the State Fire Marshal of the State of Nebraska and the Nebraska Inspection Bureau Minimum Specifications.
- B. That the Municipality agrees to answer all emergency fire calls in the rural area embraced within said Fire District and to have a representative at the Annual District Meeting to report on the number of fire calls answered and general information concerning fire protection and equipment.
- C. The City of Crete shall not be obligated to answer fire calls in the event that its firefighters or equipment are not available for reasons beyond the control of said Municipality.
- D. In answering rural fire calls the City of Crete agrees only to make a reasonable human effort, and while its firefighters and equipment will be put to their best efforts, it shall not be held accountable or responsible for loss or destruction of property or for errors of judgment, mistakes, accidents or negligence, either gross or slight, of any of its members; and said Municipality shall be the sole judge of its manner of answering calls and the use of its equipment and its fire fighting activities.

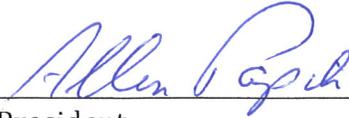
9. INSURANCE: The City of Crete covenants and agrees to maintain in force Workmen's Compensation Insurance on all persons registered and certified with said Municipality as Volunteer Firefighters engaged in answering rural fire calls, and adequate general Liability Insurance on all motor vehicles used by it to answer rural fire calls.

10. CANCELLATION: In the event of willful failure or refusal of said Municipality to answer fire calls as herein provided, the District may cancel this contract by giving written notice thereof to the receiving agents named in paragraph 7 hereof.

11. AUTHORITY: The City of Crete covenants that this contract has been formally approved by the governing body of said City and authority for its execution passed and approved and that this contract has been formally approved by the official Fire Department of said Municipality and authority for its execution duly passed and approved.

Dated this _____ day of _____, 2020.

SALINE COUNTY RURAL FIRE
PROTECTION DISTRICT



President



Secretary

CITY OF CRETE

By: _____
Mayor

By: _____
City Clerk

By: _____
Chief

RESOLUTION NO. 2020-29

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA RESTRICTING PARKING ON THE NORTH SIDE OF WEST THIRTEENTH STREET/NEBRASKA HIGHWAY 33 BETWEEN THE EASTERN INTERSECTION WITH QUINCE AVENUE AND THE WESTERN INTERSECTION WITH QUINCE AVENUE.

WHEREAS, the portion of West Thirteenth Street/Nebraska Highway 33 that lies between the eastern intersection with Quince Avenue and the western intersection with Quince Avenue is the location where West Thirteenth Street splits from Nebraska Highway 33;

WHEREAS, the presence of an automotive repair shop on the north side of West Thirteenth Street creates traffic congestion and safety issues;

WHEREAS, the Nebraska Department of Transportation has approved the restriction of parking along the state-owned right-of-way; and,

WHEREAS, the City Council has determined it is in the public's best interest to restrict parking on the north side of West Thirteenth Street/Nebraska Highway 33 between the eastern intersection with Quince Avenue and the western intersection with Quince Avenue.

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

Section 1. That parking be prohibited on the north side of West Thirteenth Street/Nebraska Highway 33 between the eastern intersection with Quince Avenue and the western intersection with Quince Avenue.

PASSED AND ADOPTED this 6th day of October 2020.

Mayor

ATTEST:

City Clerk

**CITY OF CRETE, NEBRASKA
CEMETERY BOARD MEETING
MINUTES OF SEPTEMBER 28, 2020**

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. Additional copies are available to read. The Committee 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.

1. Open Meeting

Committee Chair Judy Henning called the meeting to order at 4:00pm.

2. Roll Call

Gene Eggebraaten: Present
Larry Eberspacher: Absent
Judy Henning: Present
Eleanor Henning: Present
Pam Busboom: Present
Present: 4, Absent: 1.

Also present: City Clerk Judi Meyer, Finance Director Jerry Wilcox

3. Consent Agenda

3.A. Cemetery Board Meeting Minutes of August 31, 2020

Motion to approve the minutes of August 31, 2020. Carried with a motion by Gene Eggebraaten and a second by Eleanor Henning.

Gene Eggebraaten: Aye, Eleanor Henning: Aye, Judy Henning: Aye, Pam Busboom: Aye, Larry Eberspacher: Absent

Aye: 4, No: 0

3.B. Cemetery Payroll and Financial Reports

Motion to approve the August 31, 2020 payroll and financial reports. Carried with a motion by Gene Eggebraaten and a second by Eleanor Henning.

Gene Eggebraaten: Aye, Eleanor Henning: Aye, Judy Henning: Aye, Pam Busboom: Aye, Larry Eberspacher: Absent

Aye: 4, No: 0

4. Special Order of Business

4.A. Bid letting for hay contract.

City Clerk Judi Meyer reported that the publication had been submitted to the Crete News and reminded the members that the next meeting would be held at City Hall.

5. Officers' Reports

Committee Chair Judy Henning proposed the committee consider building a covered amphitheater/pavilion at the cemetery for enclosed seating for funerals held on cemetery grounds. Several members would like to see flowers or bushes planted around the cemetery gate posts.

6. Adjournment

The meeting was adjourned at 4:21pm.

Recorded by City Clerk Judi Meyer

CITY OF CRETE, NEBRASKA
PLANNING COMMISSION
MEETING MINUTES OF SEPTEMBER 28, 2020

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 board 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. Additional copies are available to read. The board 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.

1. Open Meeting

Planning Commission Chair Dave Hansen called the meeting to order at 7:15pm.

2. Roll Call

Ryan Jindra:	Absent
Drew Rische:	Absent
Jennifer Robison:	Absent
Ronald Schroeder:	Absent
Bud Clouse:	Present
Dave Hansen:	Present
Justin Kozisek:	Present
Scott Kunch:	Present
Sharon Scusa:	Present

Present: 5, Absent: 4.

Also present: City Administrator Tom Ourada, City Clerk Judi Meyer, Finance Director Jerry Wilcox, City Attorney Kyle Manley, Building Inspector Brad Bailey, IT Director Mike Kalkwarf.

3. Special Order of Business

3.A. Planning Commission Minutes

3.A.1. Planning Commission Minutes of August 24, 2020.

Approve the Planning Commission meeting minutes of August 24, 2020. Carried with a motion by Justin Kozisek and a second by Scott Kunch.

Bud Clouse: Aye, Dave Hansen: Aye, Justin Kozisek: Aye, Scott Kunch: Aye, Sharon Scusa: Aye

Aye: 5, No: 0

3.B. Public Hearing on amending the subdivision regulations to include a process for merging adjacent lots.

Open Public Hearing regarding amending subdivision regulations to include a process for merging adjacent lots. Carried with a motion by Scott Kunch and a second by Bud Clouse.

Bud Clouse: Aye, Dave Hansen: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Sharon Scusa: Aye
Aye: 5, No: 0

Close Public Hearing. Carried with a motion by Scott Kuncl and a second by Bud Clouse.
Bud Clouse: Aye, Dave Hansen: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Sharon Scusa: Aye
Aye: 5, No: 0

Recommend City Council approve amending the subdivision regulations to include a process for merging adjacent lots using language and structure similar to the Ashland regulations and acceptable to the City Attorney. Carried with a motion by Scott Kuncl and a second by Justin Kozisek.

Bud Clouse: Aye, Dave Hansen: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Sharon Scusa: Aye
Aye: 5, No: 0

The Public Hearing was opened at 7:21pm. Blaine Spanjer of Crete, NE commented that as a member of the Board of Adjustment, they do occasionally receive requests to put accessory buildings on adjacent lots owned by the same individual. This regulation would alleviate issues related to that. The Public Hearing was closed at 7:34pm.

3.C. Discuss and provide a recommendation to the City Council on amending the zoning regulations to allow or disallow Outdoor Advertising Businesses in certain zones.
Set Public Hearing regarding zoning regulations to allow or disallow Outdoor Advertising Businesses in certain zones for October 26, 2020 at 7:00pm at City Hall. Carried with a motion by Bud Clouse and a second by Scott Kuncl.

Bud Clouse: Aye, Dave Hansen: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Sharon Scusa: Aye
Aye: 5, No: 0

3.D. Consider recommendation to City Council regarding prioritization of sidewalk improvements.

Table action regarding prioritization of sidewalk improvements to the October Planning Commission meeting. Carried with a motion by Scott Kuncl and a second by Bud Clouse.

Bud Clouse: Aye, Dave Hansen: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Sharon Scusa: Aye
Aye: 5, No: 0

4. Officers' Reports

5. Adjournment

The meeting was adjourned at 8:20pm.

Recorded by City Clerk Judi Meyer

Airport Authority

Minutes of Thursday, September 24, 2020

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

Board Chair Blaine Spanjer called the meeting to order at 8:15am.

2. Roll Call

Dan Papik: Absent
Kirk Keller: Present
Howard Nitzel: Present
Zoraida Ramos: Present
Blaine Spanjer: Present

Present: 4, Absent: 1.

3. Petitions - Communications - Citizen Concerns

4. Items of Business

4.A. Review and discuss the Fuel Depot, FBO, and Manager's agreements.

Approve Blaine Spanjer to negotiate final fuel depot agreement terms. Carried with a motion by Howard Nitzel and a second by Kirk Keller.

Kirk Keller: Aye, Howard Nitzel: Aye, Zoraida Ramos: Aye, Blaine Spanjer: Aye
Aye: 4, No: 0

Blaine will discuss extending the Manager and FBO agreements to five years with the City Attorney.

4.B. Set bid opening date and time for farm leases.

By consensus, the members approved the bid opening date for farm leases for November 10, 2020 at 4:00pm at City Hall.

4.C. Discuss engineering negotiations for FY 2021 grant.

Approve Blaine Spanjer to complete negotiations and submit to Nebraska Division of Aeronautics. Carried with a motion by Howard Nitzel and a second by Kirk Keller.

Kirk Keller: Aye, Howard Nitzel: Aye, Zoraida Ramos: Aye, Blaine Spanjer: Aye
Aye: 4, No: 0

5. Officers' Reports

6. Consent Agenda

6.A. Approve Meeting Minutes

6.B. Accept the City Treasurer's Report

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

Note: There were no Consent Agenda items.

7. Adjournment

The meeting was adjourned at 8:40am.

Recorded by City Clerk Judi Meyer

Crete Fire & Rescue Department

P.O. Box 411
Crete, Nebraska 68333
(402) 826-FIRE (3473)



August Officers Meeting
August 24, 2020

1900 hours

President Steph Yost called the August officers' meeting of the Crete Volunteer Fire & Rescue Department to order at 1900 hours with 8 officers in attendance.

President Steph Yost read the open meeting rules: The Fire & Rescue Department has posted a copy of the open meetings ACT. Laws of the State of Nebraska, in the back of the meeting room, additional copies are available to read. If anyone wishes one during this meeting please advise. As each agenda item is considered, if there are any questions concerning the agenda item please make us aware of this request.

Public

Todd Sorensen from Edward Jones went over investments.

Officers Reports

Chief Tod Allen:

Was present via phone but had to go on a call. No questions for Tod at this time.

Assistant Chief James Yost:

Buttons on cots not responding well. Trying to contact the service rep but can't get ahold of them.
Presented updated drawings of new 98 specs.
No questions for James at this time.

Fire Captain Harrison Gaman:

Discussion about ordering new radios and chargers. \$330 a piece for radios.
Reprogramming radios so we can have the PD channel so we can talk to them.
No questions for Harrison at this time.

Fire 1st Lieutenant Brandon Smejdir:

Nothing at this time. No questions for Brandon at this time.

Fire 2nd Lieutenant Stephanie Yost:

Recruit class will start back up next meeting.
No questions for Stephanie at this time.

Rescue Captain Colin Gaman:

Not present (LOA). No questions for Colin at this time.

Rescue 1st Lieutenant Terry Petracek:

We have had a few transfer slip though because there was no one to take them. Discussion of talking to other department to see if there is anyone new this time.
Discussion about looking at budget at our income this year.
No questions for Terry at this time.

Rescue 2nd Lieutenant Nikki Wells:

Everyone needs to take turns doing paperwork. Paramedics do not need to take every paperwork. Bring this up at department meeting.

Discussion about transfer on call pay for weekend. Officers will make the recommendation to the city, 4 hours of on call pay per 24 hours, 7 days a week a day.

No questions for Nikki at this time.

Ambulance Administrator Brandon Smejdin:

Discussion about ALS transfers paging out how many attendants they need.

99-1 back-up alarm is not working, we are going to have to order another one. The whole camera screen is getting slower and slower. Low coolant, we have a small leak but right now it is okay.

No questions for Brandon at this time.

Secretary Amber Madigan:

Nothing at this time. No questions for Amber at this time.

Treasurer Courtney Marcelino:

Not present. No questions for Courtney at this time.

Vice President Matt Bakker:

Not present. No questions for Matt at this time.

President Stephanie Yost:

We are going through City HR to do our background checks. They are more in-depth and cheaper.

No questions for Stephanie at this time.

Committee Reports

Fire Prevention- Recommend doing outdoor activities only. Nothing at the station.

Halloween- Cancelled

Officers' Meeting Minutes

Unable to approve July 2020 officers minutes as they are not ready due to technical difficulties.

Old Business

Discussion of budget.

Light switches- still need to replace them.

New Business

Henry EMT- His 2 years and 6 month is up at the September. James motioned to give a 2 month extension to get his EMT due to COVID, 2nd by Harrison. Motion carried.

New mower- We need another mower for the training grounds.

Station renovation- Bond to renovate the station? Community support? Think about the apparatuses we will have in the next few years and the space we will need. Open house for community?

Keyless entry- Can we bring it up to the city again?

Special Order of Business

Will DeHeart- Asked for an extension 1 month on his EMT due to not having results from the exam yet. Motion by James to give Will a 1 month extension on an EMT, 2nd by Harrison. Motion carried.

Motion to adjourn meeting by Amber, second by Nikki. Motion carried. Meeting Adjourned at 2011 hours.

Stephanie Yost
President Stephanie Yost

Amber Madigan
Secretary Amber Madigan

June 23, 2020 Meeting Minutes

Present: John Culver, Milford-Seward County Commissioner – Gregory Holloway, Village of Bee – Harlan Schrock, City of Friend – Tom Cerny, Village of Dorchester – John Singleton, City of Seward – Leroy Trease, Village of Pleasant Dale – Jack Oelschlager, City of Crete – Jerry Zieg, Village of Beaver Crossing – Angie Ostrander, Village of Goehner – Salene Ulrich, Village of Garland – Chris Ulrich, Village of Garland – Scott Bashore, City of Milford – Marvin Kohout, Saline County Commissioner – Dean Bruha, City of Milford – Joyce Bruha, City of Milford

1. Meeting was called to order by John Culver at 7:00 PM.
2. Roll Call is listed above with a quorum of 31 weighted votes. Culver did indicate that the Open Meeting Act is posted and also a copy is available upon request.
3. Minutes from December 19, 2019 (no meeting in March, 2020) was emailed to members prior to meeting. Motion to approve the minutes made by Leroy Trease, Village of Pleasant Dale. Second by John Singleton, City of Seward. All ayes. Motion carried.

4. Public and Board member input/comments/reports

- a. John Singleton asked why the date of the meeting was changed to a Tuesday and who made that decision. John Culver explained due to COVID-19 and the temporary closing of the Milford Senior Center we had to go with what was available at the time.

5. Old Business

- a. Inventory of recycling trailers.
Trailers that are not being used by a city/village are at the landfill.
- b. Other old business. None.

6. New Business

- a. The Ripple Glass Field Guide of Recycling-was forwarded by Milford City Clerk, Jeanne Hoggins. This is a guide to recycling glass. Joyce will attach the document to the minutes.
- b. Dean Bruha stated that because of not enough city man hours available, Milford is considering getting a trailer thru company that would pick up the containers when full and bring an empty container. It was discussed by members that Recycling Enterprise was not adding new customers until they can get an additional driver.
- c. City wide cleanup plans.
- d. Other new business. None.

7. **Treasurers' Report.** Dean Bruha read the December Treasurer's Report. Motion to approve Treasurer's Report made by Leroy Trease, Village of Pleasant Dale. Second by Harlan Schrock, City of Friend. On roll call, all Ayes. Motion carried.

8. Discussion/approval of bills/claims

Village of Beaver Crossing Jan thru May 2020	\$1,170.00
Village of Bee Jan thru May 2020	\$2,200.00
Village of Dorchester Nov 2019 thru May 2020	\$2,623.50
City of Friend March 2020 thru May 2020	\$2,224.99
Village of Garland June 2019 thru April 2020	\$4,050.00

Village of Goehner Oct-Nov-Dec-Jan-Feb-April-May	\$1,800.00
City of Milford Dec 2019 thru March 2020	\$2,309.90
Village of Pleasant Dale man hours	<u>\$3,091.80</u>
	\$19,470.19

Motion made to pay claims by Gregory Holloway, Village of Bee. Seconded by Tom Cerny, Village of Dorchester. On roll call, all Ayes. Motion carried.

9. **Executive session** – none

10. **Miscellaneous Business and Discussion**

- a. Next meeting: Thursday, September 24 at 7pm @ Milford City Hall in Milford.
- b. Claims working document will be sent our prior to next meeting. All Ayes.
- c. John Culver is continuing to research the status and process of requesting/accepting Village of Garland into the S/SCSWMA inter-locals.
- d. Discussion and concern of the decrease in our income-are we spending more than what we have coming in. Joyce will put together some documentation for review at the next meeting.
- e. Dean Bruha will put together an itemized list of what recycle expenses the agency will reimburse and present it at the next meeting.

11. **Adjournment at 8:11 PM**

Motion made to adjourn by John Singleton, City of Seward. Second by Leroy Trease, Village of Pleasant Dale. On roll call, all Ayes.