

Crete City Council Regular Meeting
Tuesday, July 5, 2022 6:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

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

2. Roll Call

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

3. Consent Agenda

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

3.A. Approve Meeting Minutes

- 3.A.1. May 17, 2022 Public Works Committee meeting minutes
- 3.A.2. June 7, 2022 Public Works Committee meeting minutes
- 3.A.3. June 21, 2022 City Council meeting minutes
- 3.A.4. June 21, 2022 Finance Committee meeting minutes
- 3.A.5. June 21, 2022 Legislative and Economic Development Committee meeting minutes
- 3.A.6. June 21, 2022 Public Safety Committee meeting minutes
- 3.A.7. June 22, 2022 Public Safety Committee meeting minutes

3.B. Accept the City Treasurer's Report

3.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.

4.A. Consider approving Change Order No. 1 in the amount of \$3,000 to Phillip Carkoski Construction for the Water Plant Rehabilitation.

4.B. Consider approving Windstream Nebraska's application for a permit to occupy city right-of-way at 2429 County Road F for fiber placement.

- 4.C. Consider approving Application for Payment No. 1 in the amount of \$94,011 to Stephens & Smith Construction for sidewalk improvements.
- 4.D. Consider amending parking regulations on the northeast corner of 13th and Norman Avenue.
- 4.E. Consider approving a one-way designation on 14th Street and Norman Avenue.
- 4.F. Consider approving the Police Department to apply for an NDOT Highway Safety mini-grant for the campaign, "Drive Sober or Get Pulled Over".
- 4.G. Consider approving SEI's proposal for installation and service of exterior cameras at the Crete Police Station in the amount of \$11,753.
- 4.H. Consider adopting Resolution 2022-02 to amend both the City and Police Pension Plans to include changes required by the SECURE and SECURE CARES Acts.
- 4.I. Consider entering into an agreement with ClearGov for a digital budget book platform with an initial setup cost of \$1,800 and an annual cost of \$7,750.
5. **Petitions - Communications - Citizen Concerns**
- Citizen testimony may be limited to 3 minutes per person.
 - Please do not repeat testimony that has already be heard.
 - No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.
6. **Officers' Reports**
- Reports may be given by Officers, Departments, Committees, or Councilmembers concerning the current operations of the City.
 - No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.
7. **Adjournment**

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.



Public Works Committee Meeting
May 17, 2022
5:25 p.m.
City Hall

Roll Call:

Committee Members Present:

Dale Strehle
Dan Papik
Travis Sears

Others Present:

Tom Ourada, City Administrator	Telisha Carnes, Admin. Asst.
Dave Bauer, Mayor	Steve Hensel, Police Chief
Kyle Manley, City Attorney	Brad Bailey, Building Inspector
Ryan Hinz, Council Person	Jerry Wilcox, Clerk/ Treasurer
Jack Oelschlager, Council Person	Kelsey Sisouvong, Deputy City Clerk
Kyle Frans, Council Person	Brian Stork, Public Works Director

Special Order of Business

A. Cummins Sales & Service :

A motion to approve entering into a contract with Cummins Sales & Services for preventative maintenance on the PD generator for the amount of \$364.44 was made. Travis-yes; Dan-yes; Dale-yes

B. 22nd Street Culvert Project:

A previous bid of \$80,000 was negotiated and Speece Lewis came back with \$68,502. The City Administrator said they told him it was not likely to exceed \$50,000. A motion was made to accept the bid of \$68,502 and enter into a professional service agreement with Speece Lewis for project management on the 22nd Street Culvert Project. Travis-Yes; Dan-Yes; Dale-Yes

C. West Crete Water & Sewer Extension:

There were some questions on the feedback about the extension. Tom explained there was no interest and that the City should pay for that. A motion was made to approve the final payment No. 4 to Van Kirk Bros. Contracting in the amount of \$14,044.95 for the West Crete Water & Sewer Extension. Travis-Yes; Dan-yes; Dale-Yes

D. Electric Rates:

Discussion was had about the commercial versus residential electric rates for storage units. The City Administrator gave the council a hypothetical situation where the client wanted the house separated from the storage unit but was not planning to live in the house making it commercial but wanted it residential. After discussion with them the The City Administrator suggested to the client that maybe the council will entertain changing the commercial rate to lower that on storage units. All storage units are commercial and are read the same. The meter charge is where the difference is in the rates. The Mayor's suggestion to the City Administrator was to take no action but it was the council's decision. It was decided no action would be taken on this issue and rates would remain the same.

E. Nuisance Property & Condemnation:

Another community has asked for our expertise on a nuisance property and condemnation which we were referred by Beatrice because of our Nuisance Property Program. We would have our Building Inspector go down and become an employee of theirs and condemn a property for them so that they can move forward. We are making sure that he would be acting under their authority and would not deal with Crete at all. We want to make sure that we have everything secure first and will let council know when that happens.

Officer's Report

Adjournment

Meeting Adjourned at 5:37 p.m.

Dale Strehle, Chairman



Public Works Committee Meeting
June 7, 2022
5:00 p.m.
City Hall

Roll Call:

Committee Members Present:

Dale Strehle
Dan Papik
Travis Sears

Others Present:

Tom Ourada, City Administrator
Dave Bauer, Mayor
Kyle Manley, City Attorney
Ryan Hinz, Council Person
Jack Oelschlager, Council Person
Kyle Frans, Council Person

Jerry Wilcox, City Clerk
Kelsey Sisouvong, Asst. City Clerk
Brad Bailey, Building Inspector
Steve Hensel, Police Chief
Telisha Carnes, Admin. Asst.
Brian Stork, Public Works Director

Special Order of Business

A. Windstream Nebraska:

Tom informed the committee that this application for a permit to occupy the right-of-way at 2429 County Road F is to continue Windstream Nebraska's fiber replacement project within Crete. Again this includes multiple properties so it will need council approval.

Travis made a motion to make a recommendation to the City Council on approving Windstream Nebraska's application for a permit to occupy the right-of-way at 2429 County Road F. Dan seconded the motion. Travis, yes. Dan, yes. Dale, yes.

B. Water Filter Plant:

Tom explained that this is for the remediation on the water filter plant. This process hasn't been done since 2005. This project had a scheduled start date of August 2022, however, engineer Keith Gilmore requested they start earlier. Travis made a motion to make a recommendation to the City Council on approving the bid of \$63,682.20 from Phil Carkowski for the water filter plant project. Dan seconded the motion. Travis, yes. Dan, yes. Dale, yes.

C. North Boswell Ave:

Phil Hardenburger discussed the possibility of joining forces with Nestle Purina and The City of Crete to fund the paving of North Boswell. North Boswell is a county road from the railroad tracks north. The large majority of the traffic on this road is due to the City Transfer Station and Nestle "BDC" warehouse being located along this road. Phil has contact Nestle regarding this project and they seemed very receptive. After some discussion, Travis made a motion to have this presented to the City Council for further approval. Dan seconded the motion.

Travis, yes. Dan, yes. Dale, yes.

Officer's Report

Adjournment

Meeting Adjourned at 5:11 p.m.

Dale Strehle, Chairman



CITY COUNCIL REGULAR MEETING

June 21, 2022 at 6:00 PM

Crete City Hall, 243 East 13th Street

MINUTES

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting

2. Roll Call

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

Present: 6.

3. Consent Agenda

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

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

Aye: 6, No: 0

3.A. Approve Meeting Minutes

3.A.1. June 7, 2022 City Council Meeting minutes

- 3.A.2. June 7, 2022 Finance Committee Meeting minutes**
- 3.A.3. June 7, 2022 Legislative & Economic Dev. Committee Meeting minutes**
- 3.A.4. June 7, 2022 Parks & Recreation Committee Meeting minutes**
- 3.A.5. June 7, 2022 Personnel Committee Meeting minutes**
- 3.A.6. June 7, 2022 Public Safety Committee Meeting minutes**
- 3.B. Accept the City Treasurer's Report**
- 3.C. Approve the Payment of Claims Against the City**

4. Items of Business

4.A. Consider approving the payment of claims to ACE Hardware in the amount of \$1,201.27.

Approve the payment of claims to ACE Hardware in the amount of \$1,201.27. Carried with a motion by Dale Strehle and a second by Travis Sears.

Dan Papik: Abstain (With Conflict), Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 5, No: 0, Abstain (With Conflict): 1

4.B. Consider enacting Ordinance 2148: An ordinance relating to established neighborhood and new development design standards.

Council member Ryan Hinz explained that the Legislative & Economic Development Committee met on this and heard from a developer about his concerns with the ordinance. The Committee felt that this ordinance relaxes some current standards that developers are currently having issues with and that the Mayor and City Administrator can handle other concerns on a case by case basis. They voted to recommend passing the ordinance.

Introduce Ordinance 2148 and move that the statutory rule requiring a reading on three separate days be suspended. Carried with a motion by Ryan Hinz and a second by Kyle Frans. Kyle Frans: Aye, Ryan Hinz: Aye, Jack Oelschlager: Aye, Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye

Aye: 6, No: 0

Approve enacting Ordinance 2148: An ordinance relating to established neighborhood and new development design standards. Carried with a motion by Ryan Hinz and a second by Kyle Frans.

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

Aye: 6, No: 0

4.C. Consider approving SCAT's request for the City's share of local matching funds in the amount of \$25,630.

City Administrator Tom Ourada informed the Council that the Finance Committee had considerable discussion on this item. Unable to change numbers in the middle of SCAT's 2-year budget, the Committee recommended approving the request as is, but developing a new agreement with new numbers for next year. This year's agreement will be on the next agenda.

Approve SCAT's request for the City's share of local matching funds in the amount of \$8,382 and the surrency amount of \$17,248 for a total of \$25,630. Carried with a motion by Travis Sears and a second by Dan Papik.

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

4.D. Consider approving the Police Department to apply for a NDOT Highway Safety mini-grant for in-car cameras.

Sgt. Chad Menagh stated that this grant would pay two-thirds of the cost of an in-car camera for a police cruiser. The Public Safety Committee met on this and recommended approving the Police Department to apply for the grant.

Approve the Police Department to apply for a NDOT Highway Safety mini-grant for in-car cameras. Carried with a motion by Jack Oelschlager and a second by Ryan Hinz.

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

4.E. Consider approving the Police Department to apply for a NDOT Highway Safety mini-grant for radar units.

Sgt. Chad Menagh stated that this grant would pay just over half of the cost of a radar unit. The Public Safety Committee met on this and recommended approving the Police Department to apply for the grant.

Approve the Police Department to apply for a NDOT Highway Safety mini-grant for a radar unit. Carried with a motion by Jack Oelschlager and a second by Ryan Hinz.

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

4.F. Consider approving SEI's proposal for installation and service of exterior cameras at the Crete Police Station at a cost of \$13, 494.

Sgt. Chad Menagh informed the Council that they received a new proposal that is currently being looked over, and asked that this item be tabled until the next meeting.

Table this item until the next Council meeting. Carried with a motion by Jack Oelschlager and a second by Ryan Hinz.

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

4.G. Consider approving Change Order No. 1 relating to sidewalk replacement in front of City Hall for Stephens & Smith Construction Co. in the amount of \$25,190.

City Administrator Tom Ourada informed the Council that the changes were due to a couple of things, including part of the sidewalk that needed extra repairs and some additional colored concrete. The Public Works Committee met on this and recommended approving the change order.

Approve Change Order No. 1 relating to sidewalk replacement in front of City Hall for Stephens & Smith Construction Co. in the amount of \$25,190. Carried with a motion by Dale Strehle and a second by Travis Sears.

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

5. Petitions - Communications - Citizen Concerns

6. Officers' Reports

-City Administrator Tom Ourada reported the following:

- Needing more than the proposed amount of acres for the sports complex south of town, and getting an appraiser for the land.
- FEMA granted the city the map revision that was applied for. This is HUGE news! It will go into effect on October 27th of this year.
- Introduced the City's newest employee, Celia Banos, who is our new janitor. She is doing a great job so far!

-Mayor Dave Bauer added a huge thank you to all of the people who worked on the map revision application to FEMA.

7. Adjournment

Mayor

(SEAL)

City Clerk-Treasurer

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

media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk-Treasurer

(S E A L)

CITY COUNCIL
CLAIMS PAID

Payee	Description	Amount
AQUA-CHEM INC	FUEL SURCHARGE	\$4,622.00
CAPITAL BUSINESS SYSTEMS INC	SERVICE CONTRACT	\$120.84
CASELLE, INC.	CONTRACT SUPPORT & MAINT	\$1,682.61
CITY HALL FUND	DEPARTMENT OFFICE RENT	\$1,225.00
CITY HEALTH FUND	HEALTH REIMBURSEMENT ACCOUNT	\$860.00
CITY PAYROLL FUND	WAGES	\$85,872.95
CITY TAX FUND	ELECTRIC SURPLUS & FRANCHISE	\$39,167.00
CLINE WILLIAMS LLP	EMPLOYEE BENEFITS CONSULTING	\$311.72
CRETE ACE HARDWARE	2 CYCLE OIL	\$141.05
CRETE ACE HARDWARE (ELEC/WATER)	2 CYCLE OIL	\$110.84
CRETE LUMBER & FARM SUPPLY CO	SEWER REPAIR	\$86.99
DEPT. OF ENERGY W.A.P.A.	PURCHASED POWER WAPA	\$28,042.19
EAKES OFFICE SOLUTIONS (PW)	REFUND CREDIT	\$82.90
EGAN SUPPLY CO	JANITORIAL SUPPLIES	\$86.64
EXECUTIVE ANSWERING SERVICE	ANSWERING SERVICE	\$60.00
GOODWAY TECHNOLOGIES CORPORATION	GENERATOR #7 REPAIRS	\$68.56
KIDWELL	SERVICE AGREEMENT	\$60.00
MAX I WALKER UNIFORM & APPAREL	UNIFORMS	\$135.97
MCI VERIZON	TOLL FREE LINE	\$13.58
MCMMASTER-CARR SUPPLY COMPANY	LIGHTWEIGHT GASKET PAPER FIBER 1/16 THIC	\$846.71
MIDLAND SCIENTIFIC INC	250ML ELECTROLYTE SOLUTION (KCI 3M)	\$583.96
MUNICIPAL ENERGY AGENCY OF NEBRASKA	WHEELING EXPENSE	\$671,912.33
MUNICIPAL SUPPLY INC OF OMAHA	36 BLACK IRON CURB BOX ROD"	\$388.01
NE DEPT OF REVENUE	SALES TAX	\$43,631.61
NE PUBLIC HEALTH ENVIRONMENTAL LABORATORY	LABS	\$120.00
NORRIS PUBLIC POWER DISTRICT (ACH)	UTILITY	\$8,776.25
OURADA, TOM	AMAZON ORDER REIMBURSEMENT	\$94.26
RESCO	URD 500 MCM TRPLX RIDER RN USE 1000' NR	\$26,854.40
SEWARD COUNTY INDEPENDENT	GRADUATION DISPLAY	\$117.00
SPECTRUM (ACH)	INTERNET	\$67.37
STORK, BRIAN	MILEAGE	\$20.28
TERRYBERRY	MISC. OPERATING	\$215.48
UNION BANK & TRUST (HSA)	HSA FEES	\$35.74
UPS	POSTAGE	\$17.46
VERIZON WIRELESS (UD)	TABLET	\$363.22
WASTE CONNECTIONS OF NEBRASKA	PUBLIC WORKS	\$37,910.21
WESCO RECEIVABLES CORP	WIRE 15KV-EPR-2-STR-10X14 2750 FT	\$7,549.40
WINDSTREAM (CH)	PHONE-CITY HALL	\$371.91
UTILITY FUNDS	SUBTOTAL	\$962,626.44
AQUA-CHEM INC	CHEMICALS	\$1,006.90
BAKER & TAYLOR	BOOKS/MAGAZINES	\$228.22
BATES, ALYCIA	REFUND MICRO T-BALL	\$25.00
BEATRICE CONCRETE CO	CONCRETE	\$5,558.41
BELL, SETH	2022 T-BALL REFUND	\$25.00
BISHOP, JACKLYN	SWIM LESSONS REFUND	\$35.00
BURGER, CHELSEA	REFUND MICRO T-BALL	\$25.00

JUNE 21, 2022

CITY COUNCIL
CLAIMS PAID

Payee	Description	Amount
CANON FINANCIAL SERVICES INC	COPIER CONTRACT 860477-1	\$255.00
CAPITAL BUSINESS SYSTEMS INC	SERVICE CONTRACT	\$408.28
CASELLE, INC.	CONTRACT SUPPORT & MAINT	\$933.39
CASTENEDA, LUIS	REFUND POOL PASS FEE	\$75.00
CENGAGE LEARNING INC/GALE	BOOKS/MAGAZINES	\$50.82
CENTER POINT LARGE PRINT	BOOKS/MAGAZINES	\$70.00
CEVALLOS, WENDY	REFUND SWIMMING LESSONS	\$45.00
CITY HALL FUND	DEPARTMENT OFFICE RENT	\$375.00
CITY HEALTH FUND	HEALTH REIMBURSEMENT ACCOUNT	\$1,140.00
CITY PAYROLL FUND	WAGES	\$146,578.98
CITY REVENUE FUND	FRANCHISE FEE	\$1,654.24
CITY TAX FUND	LIBRARY BOND PAYMENTS	\$21,000.00
CLEVETTE, LIBBIE	CPR/AED CLASSES	\$320.00
CLINE WILLIAMS LLP	EMPLOYEE BENEFITS CONSULTING	\$453.28
CRETE ACE HARDWARE	BOTTLEJACK 2 TON	\$976.05
CRETE AREA MEDICAL CENTER	AMBULANCE LAUNDRY	\$35.00
CRETE FOODMART (LIBR)	9V BATTERY	\$9.46
CRETE LODGING LLC	TIF PAYMENT	\$62,232.71
CRETE LUMBER & FARM SUPPLY CO	CHALK REEL	\$17.99
CRETE VETERINARY CLINIC	BOARD - DOG	\$440.02
CULLIGAN WATER SERVICE	WATER COOLER RENTAL	\$154.00
EAKES OFFICE SOLUTIONS (PW)	REFUND CREDIT	\$654.80
EGAN SUPPLY CO	JANITORIAL SUPPLIES	\$535.99
ES OPCO USA INC	FLUSHING SOLUTION S-9481 1GL 4/CS	\$309.50
EXECUTIVE ANSWERING SERVICE	ANSWERING SERVICE	\$20.00
FAMILY HANDYMAN	SUBSCRIPTION	\$10.00
GELZER-GOVATOS, LESLIE	REFUND 2022 SWIM LESSONS-EDMUND & ELI	\$80.00
GRIFFIN, KILEE	REFUND 2022 T-BALL	\$25.00
HAWKS PLUMBING AND HEATING LLC	A/C REPAIR-COMMUNITY CENTER	\$230.00
JAY'S OIL CO.	TIRE REPAIR-UNIT 13	\$60.00
JEO CONSULTING GROUP INC.	R220169.00 CRETE 2022 STREET IMPR	\$15,372.50
KAMAKE INC.	TIF BOND PAYMENT	\$1,888.02
KIDWELL	SERVICE AGREEMENT	\$190.00
KINGERY CONSTRUCTION CO	JOB 11-21-6650 ISIS THEATRE	\$16,417.79
MCI VERIZON	TOLL FREE LINE	\$48.00
MERCURIO, KARISSA	SWIMMING LESSONS REFUND	\$90.00
NAPA AUTO PARTS	TUXEDO SLIDE REPAIR	\$47.27
NE SECRETARY OF STATE	NOTARY APPLICATION-WENDY THOMAS	\$30.00
NE STATE FIRE MARSHAL	BOILER-POOL	\$142.00
NE TITLE COMPANY	OWNERS POLICY 1815 MAIN AVE	\$469.50
OCLC INC	STATE GRANT EXPENSE	\$175.15
PRESTO-X	PEST CONTROL-1420 MAIN	\$49.00
QUADIENT FINANCE USA INC (LIBR)	POSTAGE #7900 0440 8072 7245	\$209.79
QUICK MED CLAIMS (ACH)	OUTSIDE SERVICES (ACH)	\$707.97
ROESLER, KATELYN	2022 T-BALL REFUND	\$70.00
SALINE COUNTY REGISTER OF DEEDS	FILING FEES	\$106.00

JUNE 21, 2022

CITY COUNCIL
CLAIMS PAID

Payee	Description	Amount
SCHELBITZKI, ANGIE	T-BALL COACH REFUND	\$25.00
SCHOOL LIBRARY JOURNAL	RENEWAL ONE YEAR	\$136.99
SEWARD COUNTY INDEPENDENT	NOTICE-CITY COUNCIL	\$195.62
SID DILLON FORD	OIL/FILTER	\$215.96
SIEDHOFF BODY SHOP	#2022-2288 TOWING	\$125.00
SPECTRUM (ACH)	UTILITY-1410 MAIN AVE	\$176.64
STORK, BRIAN	MILEAGE	\$10.14
SYNCB/AMAZON	985497367875 BOOKS/MAGAZINES	\$1,102.96
TACKARCHITECTS INC	2019.044.00 ISIS THEATRE	\$27,489.00
TERRYBERRY	MISC. OPERATING	\$136.58
UNION BANK & TRUST (HSA)	HSA FEES	\$62.26
VERIZON WIRELESS	CELL PHONE PD	\$782.67
WAGONER, AARON	2022 T-BALL REFUND	\$25.00
WINDSTREAM (SC911)	PHONE-SC911	\$1,840.23
TAX FUNDS	SUBTOTAL	\$314,390.08
ALL FUNDS	TOTAL	\$1,277,016.52



CITY COUNCIL FINANCE COMMITTEE MEETING

June 21, 2022 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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

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

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

1. Open Meeting

2. Roll Call

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

3. Items of Business

3.A. Provide a recommendation to the City Council on approving SCAT's request for the City's share of local matching funds in the amount of \$25,630.

There was much discussion on different funding options for SCAT. Mayor Dave Bauer informed the Committee that he approached the hospital and Smithfield earlier this year and received a total of \$5,000 to go towards funding. Scott Bartels of SCAT was present and informed the Committee that their budget year starts July 1, and this is the second year of a 2-year budget, so no changes can be made to the current amounts until next year. The figures used in SCAT's state budget for the use of the City's building and services seem low in the current budget so discussion on next year's budget need to address that. The Committee requested a new agreement, with new numbers, drawn up on the City's side for next year.

Recommend to the City Council to approve SCAT's request for the City's share of local matching funds in the amount of \$8,382 and the surrency amount of \$17,248 for a total of \$25,630 with an agreement to be approved at the next meeting. Carried with a motion by Kyle Frans and a second by Dan Papik.

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

Aye: 3, No: 0

3.B. Discuss a digital budget book platform for use in presentations, publication, and online presence.

Clerk-Treasurer Jerry Wilcox explained to the Committee that ClearGov provides a digital budget book platform that would make the budget easier for everyone involved to understand. It presents the information in an easy-to-read form and also allows the public to go in and look at, or print, whichever sections they'd like. The committee indicated that they would be interested in implementing the program and should be on the next agenda.

4. Officers' Reports

5. Adjournment



CITY COUNCIL LEGISLATIVE/DEVELOPMENT COMMITTEE MEETING

June 21, 2022 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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

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

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

1. Open Meeting

2. Roll Call

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

3. Items of Business

3.A. Consider a recommendation to the City Council on enacting Ordinance 2148: An ordinance relating to established neighborhood and new development design standards.

Developer Ron Sack shared his concerns with this ordinance. He provided a few drawn-up examples for the Committee, showing what his exact concerns were. City Administrator Tom Ourada explained that this ordinance is a short-term fix that allows some relaxation for developers that were not permitted prior. Ourada also stated that the comprehensive planner will be addressing zoning and design standards as well, so there may well be changes to this in the near future. There are also provisions in which the Mayor and City Administrator can meet with developers on a case by case basis to discuss noncompliant designs and try to come to an agreed-upon solution.

Recommend to the City Council to adopt Ordinance 2148: An ordinance relating to established neighborhood and new development design standards. Carried with a motion by Kyle Frans and a second by Jack Oelschlager.

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

Aye: 3, No: 0

4. Officers' Reports

5. Adjournment



CITY COUNCIL PUBLIC SAFETY COMMITTEE MEETING

June 21, 2022 at 5:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

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

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

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

1. Open Meeting

2. Roll Call

Ryan Hinz: Present
Jack Oelschlager: Present
Dale Strehle: Present
Present: 3.

3. Items of Business

3.A. Provide a recommendation to the City Council on approving the Police Department to apply for a NDOT Highway Safety mini-grant for in-car cameras.

Sgt. Chad Menagh informed the Committee that this grant would cover two-thirds of the cost of the in-car camera.

Recommend to the City Council to approve the Police Department to apply for a NDOT Highway Safety mini-grant for in-car cameras. Carried with a motion by Ryan Hinz and a second by Dale Strehle.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 3, No: 0

3.B. Provide a recommendation to the City Council on approving the Police Department to apply for a NDOT Highway Safety mini-grant for a radar unit.

Sgt. Chad Menagh informed the Committee that this grant would cover just over half of the cost of the radar unit.

Recommend to the City Council to approve the Police Department to apply for a NDOT Highway Safety mini-grant for radar units. Carried with a motion by Ryan Hinz and a second by Dale Strehle.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 3, No: 0

3.C. Provide a recommendation to the City Council on approving SEI's proposal for installation and service of exterior cameras at the Crete Police Department in the amount of \$13,494.

Sgt. Chad Menagh asked for this item to be tabled until the next Committee meeting. They received a new proposal that is currently being looked over.

Table this item until the next Public Safety Committee meeting. Carried with a motion by Ryan Hinz and a second by Dale Strehle.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 3, No: 0

4. Officers' Reports

Committee member Jack Oelschlager reminded everybody about the Public Safety Committee meeting tomorrow at 4:30 to discuss the ATV/UTV regulations.

Committee member Dale Strehle requested the number of days that fireworks can be sold to be on the agenda at the next meeting.

5. Adjournment



CITY COUNCIL PUBLIC SAFETY COMMITTEE MEETING

June 22, 2022 at 4:30 PM
Crete City Hall, 243 East 13th Street

MINUTES

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

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

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

1. Open Meeting

2. Roll Call

Ryan Hinz: Absent
Jack Oelschlager: Present
Dale Strehle: Present
Present: 2, Absent: 1.

3. Items of Business

3.A. Discuss municipal regulations of ATVs and UTVs.

The group went to the Parking lot and viewed a UTV provided by Troy Ross. It included features such as doors, lights, seatbelts and turn signals. Tom Parker stated that many features are available when the vehicle is purchased and that all features are available to be added after market, such as turn signals and horns.

Police Lieutenant Gary Young was asked to give a view of the topic of UTVs from the Police Departments perspective. He stated that the Police Department does not inspect or license any other types of vehicles and would have staffing issues to cover this type of activity. If some type of activity were to occur that required a chase, it would be problematic in that UTVs can go many places that Police Cars cannot. He also thought that if one type of vehicle were allowed on the streets, citizens would expect that they could use other types that are not as safe as a UTV.

City Administrator Tom Ourada stated that it would be imperative that the citizens be educated about what type of vehicle would be allowed. ATVs are not UTVs, etc. He asked Police Sargent Jon Pucket to report on an accident recently at Tuxedo Park. Apparently a group of teen aged individuals were playing paint gun tag on ATVs and UTVs. One of the vehicles rolled with an individual injured severely requiring a tourniquet and hospitalization.

Mayor David Bauer stated that the law-abiding citizens that are asking for UTVs to be allowed on the streets would not be playing games or disrespecting others. If requirements are developed that would regulate the type of vehicles and safety features this could be implemented and if it goes terribly wrong, it could be ended.

The committee members will send a list of requirements they would like to see for UTVs to be allowed to the Mayor and he will compile them together and provide them to the City Attorney for ordinance.

4. Officers' Reports

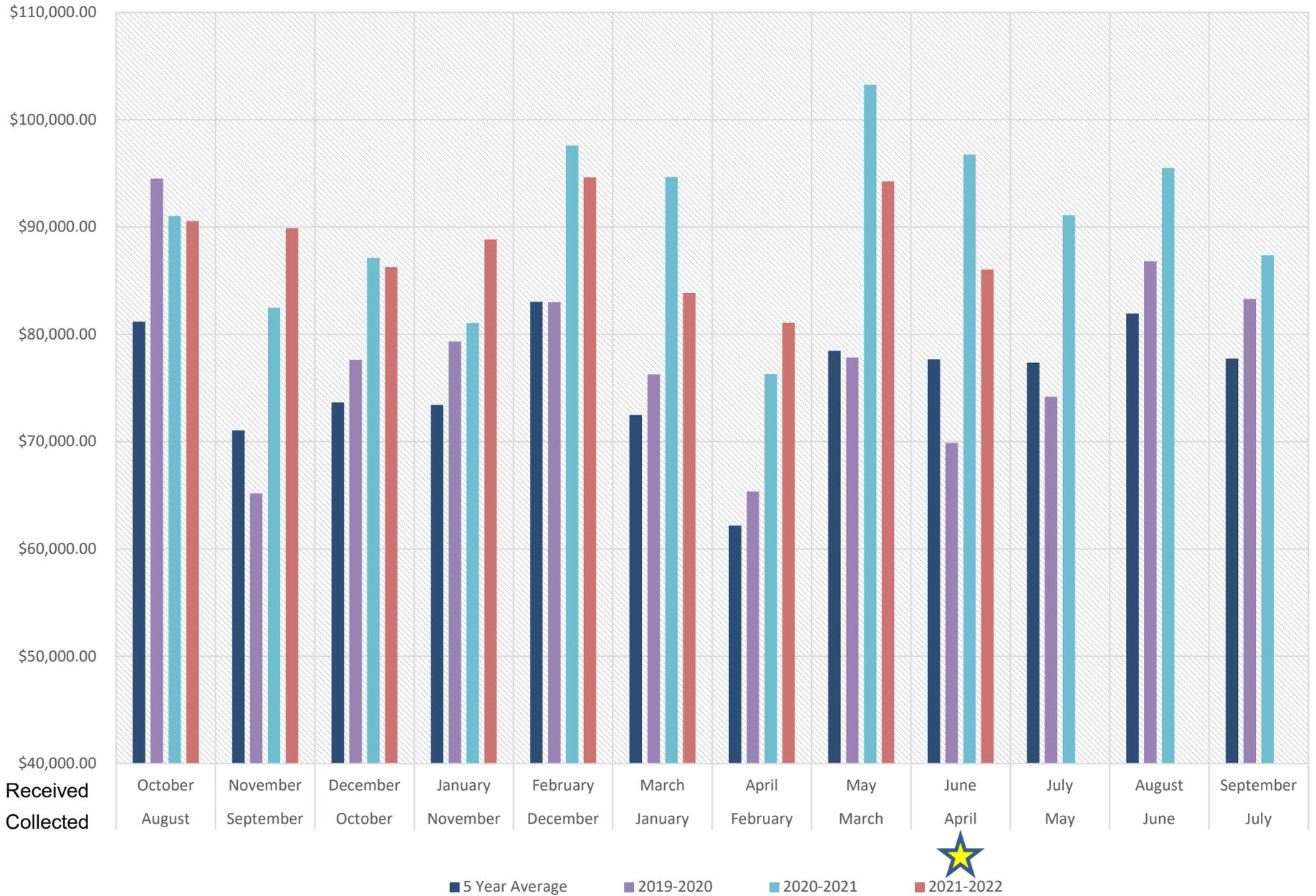
5. Adjournment

7/1/2022

City of Crete Sales Tax Receipts

Month Collected by Retail	Month Received by City	FY2020 Gen. Fund	Change 2019 - 2020	FY2021 Gen. Fund	Change 2020 - 2021	FY2022 Gen. Fund	Change Gen. Fund	5 Year Average	LB840 Program	LB 357 Bond	LB 357 Public Safety	LB 357 Reserve	Refunds
August	October	\$94,516.07	29.60%	\$91,019.82	-3.70%	\$90,562.71	-0.50%	\$81,173.74	\$45,281.35	\$21,000.00	\$10,500.00	\$13,781.35	\$0.00
September	November	\$65,177.04	-6.74%	\$82,476.13	26.54%	\$89,891.94	8.99%	\$71,051.60	\$44,945.97	\$21,000.00	\$10,500.00	\$13,445.97	(\$8,278.45)
October	December	\$77,610.55	11.99%	\$87,142.15	12.28%	\$86,263.66	-1.01%	\$73,657.93	\$43,131.83	\$21,000.00	\$10,500.00	\$11,631.83	\$0.00
November	January	\$79,343.12	14.34%	\$81,061.09	2.17%	\$88,837.18	9.59%	\$73,424.70	\$44,418.59	\$21,000.00	\$10,500.00	\$12,918.59	(\$58.60)
December	February	\$82,995.99	8.08%	\$97,584.70	17.58%	\$94,625.07	-3.03%	\$83,041.87	\$47,312.54	\$21,000.00	\$10,500.00	\$15,812.54	(\$6,211.11)
January	March	\$76,283.29	19.32%	\$94,685.89	24.12%	\$83,860.75	-11.43%	\$72,486.65	\$41,930.38	\$21,000.00	\$10,500.00	\$10,430.38	\$0.00
February	April	\$65,346.07	4.13%	\$76,291.34	16.75%	\$81,072.44	6.27%	\$62,174.40	\$40,536.22	\$21,000.00	\$10,500.00	\$9,036.22	(\$9.16)
March	May	\$77,818.19	7.38%	\$103,246.38	32.68%	\$94,261.86	-8.70%	\$78,456.66	\$47,130.93	\$21,000.00	\$10,500.00	\$15,630.93	\$0.00
April	June	\$69,872.00	-15.85%	\$96,756.13	38.48%	\$86,024.43	-11.09%	\$77,671.92	\$43,012.22	\$21,000.00	\$10,500.00	\$11,512.22	(\$8,207.53)
May	July	\$74,185.39	-7.38%	\$91,114.61	22.82%			\$77,357.76					(\$13,158.57)
June	August	\$86,823.48	13.14%	\$95,507.91	10.00%			\$81,949.54					
July	September	\$83,303.01	8.57%	\$87,368.56	4.88%			\$77,732.10					
Totals		\$933,274.19	7.21%	\$1,084,254.67	17.05%	\$795,400.03	-1.21%	\$910,178.86	\$397,700.01	\$189,000.00	\$94,500.00	\$114,200.01	(\$35,923.42)
								\$950,000.00	Budgeted Transfer to General Fund				
								Net Receipts	Monthly Transfer to General Fund				
								\$88,377.78	Average Net Receipts				
								\$79,166.67	Required				

City of Crete Net 1% Sales Tax Receipts



Report Criteria:

Vendor.Vendor number = 0-1059,1061-99999999
 [Report].GL Account = "00000000"-0499999,"05100000"-9999999

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
911 CUSTOM (5)								
911 CUSTOM	1	Invoice	BALLISTIC VEST FOR OF	06/09/2022	783.00		00/00	531-6477
Total 911 CUSTOM (5):					783.00			
ABE, JACKSON (6012)								
ABE, JACKSON	1	Invoice	DEPOSIT REFUND	07/05/2022	6.11		00/00	001-3500
Total ABE, JACKSON (6012):					6.11			
AKRS EQUIPMENT (80)								
AKRS EQUIPMENT	1	Invoice	FUEL FILTER- JD Z997R	06/27/2022	183.81		00/00	521-5801
Total AKRS EQUIPMENT (80):					183.81			
ALL COPY PRODUCTS INC (100)								
ALL COPY PRODUCTS INC	1	Invoice	KONICA LEASE	06/15/2022	266.07		00/00	701-9740
Total ALL COPY PRODUCTS INC (100):					266.07			
AQUA PRODUCTS K.C. (5907)								
AQUA PRODUCTS K.C.	1	Invoice	PART FOR VACUUM AT P	06/04/2022	645.00		00/00	522-5330
Total AQUA PRODUCTS K.C. (5907):					645.00			
AQUA-CHEM INC (260)								
AQUA-CHEM INC	1	Invoice	CHEMICALS	06/16/2022	1,431.50		00/00	522-5570
Total AQUA-CHEM INC (260):					1,431.50			
BAILEY, BRAD (365)								
BAILEY, BRAD	1	Invoice	FLOOD PLAIN MAPS	06/29/2022	235.60		00/00	101-9920
Total BAILEY, BRAD (365):					235.60			
BAKER & TAYLOR (370)								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	06/10/2022	23.07		00/00	701-5691

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	06/13/2022	76.49		00/00	701-5691
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	06/15/2022	223.69		00/00	701-5691
Total BAKER & TAYLOR (370):					323.25			
BAUER INSURANCE INC (410)								
BAUER INSURANCE INC	1	Invoice	4YR NOTARY BOND-MOR	06/21/2022	40.00		00/00	201-9720
Total BAUER INSURANCE INC (410):					40.00			
BEATRICE CONCRETE CO (440)								
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCR N WEeping W	06/14/2022	828.93		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	BUTTERFIELD CURE & S	06/14/2022	224.78		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	#5 STOCK REBAR GRAD	06/15/2022	89.00		00/00	401-5980
BEATRICE CONCRETE CO	2	Invoice	#4 STOCK REBAR GRAD	06/15/2022	26.50		00/00	601-5330
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	06/17/2022	101.01		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	06/15/2022	193.44		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	06/16/2022	1,972.75		00/00	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	06/21/2022	493.19		00/00	401-5980
Total BEATRICE CONCRETE CO (440):					3,929.60			
BECKER INDUSTRIES LLC (5849)								
BECKER INDUSTRIES LLC	1	Invoice	RENOVATION REIMBURS	05/01/2022	3,110.39		00/00	801-5755
Total BECKER INDUSTRIES LLC (5849):					3,110.39			
BENNINGFIELD, BILLY M JR. (6008)								
BENNINGFIELD, BILLY M JR.	1	Invoice	DEPOSIT REFUND	07/05/2022	63.01		00/00	001-3500
Total BENNINGFIELD, BILLY M JR. (6008):					63.01			
BLACK HILLS ENERGY (495)								
BLACK HILLS ENERGY	1	Invoice	UTILITY-239 E 13TH ST	06/24/2022	38.90		00/00	501-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-1426 MAIN	06/24/2022	36.77		00/00	502-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-1515 FOREST	06/24/2022	825.96		00/00	701-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-485 S MAIN AVE	06/24/2022	51.19		00/00	003-7530
BLACK HILLS ENERGY	1	Invoice	UTILITY-1440 LINDEN	06/17/2022	125.40		00/00	001-7040
BLACK HILLS ENERGY	1	Invoice	UTILITY-137 W 13TH ST	06/24/2022	39.53		00/00	810-5210
BLACK HILLS ENERGY	1	Invoice	UTILITY-701 E 4TH ST	06/24/2022	2,782.92		00/00	522-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total BLACK HILLS ENERGY (495):					3,900.67			
BOUND TREE MEDICAL LLC (5598)								
BOUND TREE MEDICAL LLC	1	Invoice	MEDICAL SUPPLIES	06/09/2022	104.38		00/00	302-5341
BOUND TREE MEDICAL LLC	1	Invoice	MEDICAL SUPPLIES	06/20/2022	973.17		00/00	302-5341
Total BOUND TREE MEDICAL LLC (5598):					1,077.55			
CHAVEZ, JUVENCIO (6007)								
CHAVEZ, JUVENCIO	1	Invoice	DEPOSIT REFUND	07/05/2022	9.91		00/00	001-3500
Total CHAVEZ, JUVENCIO (6007):					9.91			
CITY REVENUE FUND (860)								
CITY REVENUE FUND	1	Invoice	DEPOSIT REFUNDS	07/05/2022	361.25		00/00	001-3500
CITY REVENUE FUND	1	Invoice	DEPOSIT REFUNDS	07/05/2022	1,107.23		00/00	001-3500
CITY REVENUE FUND	1	Invoice	DEPOSIT REFUNDS	07/05/2022	1,986.65		00/00	001-3500
CITY REVENUE FUND	1	Invoice	DEPOSIT REFUNDS	07/05/2022	508.58		00/00	001-3500
CITY REVENUE FUND	1	Invoice	DEPOSIT REFUNDS	07/05/2022	220.00		00/00	001-3500
CITY REVENUE FUND	1	Invoice	DEPOSIT REFUNDS	07/05/2022	210.70		00/00	001-3500
CITY REVENUE FUND	1	Invoice	PRINCIPAL E13TH ST PR	07/01/2022	42,335.52		00/00	532-3355
CITY REVENUE FUND	2	Invoice	INTEREST E13TH ST PR	07/01/2022	3,108.58		00/00	532-3355
CITY REVENUE FUND	1	Invoice	FRANCHISE FEE	06/01/2022	1,084.80		00/00	511-4012
CITY REVENUE FUND	1	Invoice	DUG GRAVE-GUNTHER &	06/30/2022	120.00		00/00	601-5340
Total CITY REVENUE FUND (860):					51,043.31			
CITY TAX FUND (865)								
CITY TAX FUND	1	Invoice	COPIER CONTRACT	06/12/2022	12.75		00/00	003-9740
CITY TAX FUND	2	Invoice	COPIER CONTRACT	06/12/2022	12.75		00/00	002-9740
CITY TAX FUND	3	Invoice	COPIER CONTRACT	06/12/2022	12.75		00/00	001-9740
Total CITY TAX FUND (865):					38.25			
CORE & MAIN LP (1005)								
CORE & MAIN LP	1	Invoice	HER C6551G TRU-READ	06/21/2022	367.18	1235	00/00	002-8090
Total CORE & MAIN LP (1005):					367.18			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CRESCENT ELECTRIC SUPPLY COMPANY (6020)								
CRESCENT ELECTRIC SUPPLY COMPANY	1	Invoice	OVERLOAD RELAY	06/28/2022	468.39	1305	00/00	003-7091
Total CRESCENT ELECTRIC SUPPLY COMPANY (6020):					468.39			
CRETE AREA MEDICAL CENTER (1070)								
CRETE AREA MEDICAL CENTER	1	Invoice	ALS PARAMEDIC FEE	06/09/2022	594.78		00/00	302-5343
CRETE AREA MEDICAL CENTER	2	Invoice	ALS SERVICE FEE	06/09/2022	900.00		00/00	302-5342
Total CRETE AREA MEDICAL CENTER (1070):					1,494.78			
CUSTOM COOLING & HEATING (5587)								
CUSTOM COOLING & HEATING	1	Invoice	A/C REPAIRS	06/25/2022	202.01		00/00	201-5329
Total CUSTOM COOLING & HEATING (5587):					202.01			
DEWEY, BLYTHE (5765)								
DEWEY, BLYTHE	1	Invoice	REFUND SWIMMING LES	06/27/2022	150.00		00/00	722-5901
Total DEWEY, BLYTHE (5765):					150.00			
DHHS (DEPT OF HEALTH & HUMAN SERVICES) (5985)								
DHHS (DEPT OF HEALTH & HUMAN SERVICES)	1	Invoice	REFUND OF PAYMENT	07/05/2022	300.00		00/00	001-4106
Total DHHS (DEPT OF HEALTH & HUMAN SERVICES) (5985):					300.00			
DIAMOND VOGEL INC (1260)								
DIAMOND VOGEL INC	1	Invoice	NEBRASKA DUAL COAT T	06/21/2022	195.00	1284	00/00	401-6010
Total DIAMOND VOGEL INC (1260):					195.00			
EMERGENCY MEDICAL PRODUCTS (1570)								
EMERGENCY MEDICAL PRODUCTS	1	Invoice	MEDICAL SUPPLIES	06/20/2022	201.20		00/00	302-5341
Total EMERGENCY MEDICAL PRODUCTS (1570):					201.20			
ENVIRO-TECH PEST SERVICES (1640)								
ENVIRO-TECH PEST SERVICES	1	Invoice	PEST CONTROL-210 E 14	06/08/2022	45.00		00/00	301-5330
Total ENVIRO-TECH PEST SERVICES (1640):					45.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
ESRI INC (1665)								
ESRI INC	1	Invoice	ANNUAL MAINTENANCE	06/08/2022	140.00		00/00	001-9920
ESRI INC	2	Invoice	ANNUAL MAINTENANCE	06/08/2022	140.00		00/00	002-9920
ESRI INC	3	Invoice	ANNUAL MAINTENANCE	06/08/2022	140.00		00/00	003-9920
ESRI INC	4	Invoice	ANNUAL MAINTENANCE	06/08/2022	140.00		00/00	401-9920
ESRI INC	5	Invoice	ANNUAL MAINTENANCE	06/08/2022	140.00		00/00	101-9920
Total ESRI INC (1665):					700.00			
EXECUTIVE ANSWERING SERVICE (1670)								
EXECUTIVE ANSWERING SERVICE	1	Invoice	ANSWERING SERVICE	07/01/2022	8.00		00/00	203-9980
EXECUTIVE ANSWERING SERVICE	2	Invoice	ANSWERING SERVICE	07/01/2022	10.00		00/00	401-9980
EXECUTIVE ANSWERING SERVICE	3	Invoice	ANSWERING SERVICE	07/01/2022	.40		00/00	601-9980
EXECUTIVE ANSWERING SERVICE	4	Invoice	ANSWERING SERVICE	07/01/2022	.40		00/00	511-9980
EXECUTIVE ANSWERING SERVICE	5	Invoice	ANSWERING SERVICE	07/01/2022	1.20		00/00	521-9980
EXECUTIVE ANSWERING SERVICE	6	Invoice	ANSWERING SERVICE	07/01/2022	40.00		00/00	001-9980
EXECUTIVE ANSWERING SERVICE	7	Invoice	ANSWERING SERVICE	07/01/2022	10.00		00/00	002-9980
EXECUTIVE ANSWERING SERVICE	8	Invoice	ANSWERING SERVICE	07/01/2022	10.00		00/00	003-9980
Total EXECUTIVE ANSWERING SERVICE (1670):					80.00			
FAIRFIELD INN & SUITES (1685)								
FAIRFIELD INN & SUITES	1	Invoice	MEETING/TRAINING	06/22/2022	879.60		00/00	101-9760
FAIRFIELD INN & SUITES	1	Invoice	MEETING/TRAINING	06/22/2022	109.95		00/00	101-9760
Total FAIRFIELD INN & SUITES (1685):					989.55			
GENERAL EXCAVATING (1915)								
GENERAL EXCAVATING	1	Invoice	PRJ #22-04-402 22ND ST	06/20/2022	145,589.09		00/00	561-6031
Total GENERAL EXCAVATING (1915):					145,589.09			
GILMORE & ASSOCIATES INC (1955)								
GILMORE & ASSOCIATES INC	1	Invoice	PRJ#226.347 22ND ST LIF	06/22/2022	3,360.00		00/00	561-6031
Total GILMORE & ASSOCIATES INC (1955):					3,360.00			
GRAHAM TIRE LIN. NORTH (2000)								
GRAHAM TIRE LIN. NORTH	1	Invoice	NEW TIRES UNIT 7	06/16/2022	815.80		00/00	201-5810

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total GRAHAM TIRE LIN. NORTH (2000):					815.80			
HAGEDORN, MATTHEW (6003)								
HAGEDORN, MATTHEW	1	Invoice	DEPOSIT REFUND	07/05/2022	110.00		00/00	001-3500
Total HAGEDORN, MATTHEW (6003):					110.00			
HEARTLAND NATURAL GAS (2175)								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-485 S MAIN AVE	06/24/2022	25.23		00/00	003-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-239 E 13TH ST	06/24/2022	3.72		00/00	501-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	06/24/2022	17.80		00/00	301-7530
Total HEARTLAND NATURAL GAS (2175):					46.75			
HEDGECKOCK, ABBIE NICOLE (6024)								
HEDGECKOCK, ABBIE NICOLE	1	Invoice	DEPOSIT REFUND	07/05/2022	148.76		00/00	001-3500
Total HEDGECKOCK, ABBIE NICOLE (6024):					148.76			
IDEMIA IDENTITY & SECURITY USA LLC (2297)								
IDEMIA IDENTITY & SECURITY USA LLC	1	Invoice	MOBILE AFIS-POLICE SE	06/20/2022	1,875.00		00/00	531-6420
Total IDEMIA IDENTITY & SECURITY USA LLC (2297):					1,875.00			
JAY'S OIL CO. (2405)								
JAY'S OIL CO.	1	Invoice	TIRE REPAIR	06/22/2022	30.00		00/00	401-5810
Total JAY'S OIL CO. (2405):					30.00			
JINDRA IRRIGATION (2435)								
JINDRA IRRIGATION	1	Invoice	ROTORS, ELBOWS, SAD	06/15/2022	211.00		00/00	501-5330
Total JINDRA IRRIGATION (2435):					211.00			
JONES AUTOMOTIVE (2475)								
JONES AUTOMOTIVE	1	Invoice	DVR REPAIR, FAN/GUAR	06/27/2022	310.48		00/00	201-5791
Total JONES AUTOMOTIVE (2475):					310.48			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
JUAREZ, ESPERANZA (6025)								
JUAREZ, ESPERANZA	1	Invoice	DEPOSIT REFUND	07/05/2022	80.54		00/00	001-3500
Total JUAREZ, ESPERANZA (6025):					80.54			
KEN'S USAVE PHARMACY (2570)								
KEN'S USAVE PHARMACY	1	Invoice	MEDICAL SUPPLIES	03/15/2022	7.89		00/00	302-5341
KEN'S USAVE PHARMACY	1	Invoice	MEDICAL SUPPLIES	06/01/2022	5.78		00/00	302-5341
KEN'S USAVE PHARMACY	2	Invoice	FINANCE CHARGE	06/01/2022	.12		00/00	302-5341
Total KEN'S USAVE PHARMACY (2570):					13.79			
KIDWELL (2580)								
KIDWELL	1	Invoice	KIDQ17016 SERV AGMT	06/15/2022	92.40		00/00	101-6050
KIDWELL	2	Invoice	KIDQ17016 SERV AGMT	06/15/2022	168.00		00/00	201-6050
KIDWELL	3	Invoice	KIDQ17016 SERV AGMT	06/15/2022	92.40		00/00	401-6050
KIDWELL	4	Invoice	KIDQ17016 SERV AGMT	06/15/2022	25.20		00/00	601-6050
KIDWELL	5	Invoice	KIDQ17016 SERV AGMT	06/15/2022	92.40		00/00	701-6050
KIDWELL	6	Invoice	KIDQ17016 SERV AGMT	06/15/2022	50.40		00/00	721-6050
KIDWELL	7	Invoice	KIDQ17016 SERV AGMT	06/15/2022	134.40		00/00	001-9910
KIDWELL	8	Invoice	KIDQ17016 SERV AGMT	06/15/2022	92.40		00/00	002-9910
KIDWELL	9	Invoice	KIDQ17016 SERV AGMT	06/15/2022	92.40		00/00	003-9910
Total KIDWELL (2580):					840.00			
KNEIFL, EMMA (6023)								
KNEIFL, EMMA	1	Invoice	DEPOSIT REFUND	07/05/2022	61.42		00/00	001-3500
Total KNEIFL, EMMA (6023):					61.42			
LASAUSKAS, RYAN P (6016)								
LASAUSKAS, RYAN P	1	Invoice	DEPOSIT REFUND	07/05/2022	45.55		00/00	001-3500
Total LASAUSKAS, RYAN P (6016):					45.55			
LEAGUE OF NEBR. MUNICIPALITIES (2710)								
LEAGUE OF NEBR. MUNICIPALITIES	1	Invoice	ELEC. LINEWORKER SAF	06/23/2022	3,900.00		00/00	001-8480
LEAGUE OF NEBR. MUNICIPALITIES	1	Invoice	MUNICIPAL ACCTING & FI	06/24/2022	2,495.00		00/00	101-9760
Total LEAGUE OF NEBR. MUNICIPALITIES (2710):					6,395.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
LEYVA, SONIA (6005)								
LEYVA, SONIA	1	Invoice	DEPOSIT REFUND	07/05/2022	5.83		00/00	001-3500
Total LEYVA, SONIA (6005):					5.83			
MASIN, MAX ALOIS (6009)								
MASIN, MAX ALOIS	1	Invoice	DEPOSIT REFUND	07/05/2022	65.91		00/00	001-3500
Total MASIN, MAX ALOIS (6009):					65.91			
MAX I WALKER UNIFORM & APPAREL (3035)								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	06/22/2022	63.56		00/00	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	06/29/2022	63.56		00/00	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					127.12			
MOHR, MAYA R (6017)								
MOHR, MAYA R	1	Invoice	DEPOSIT REFUND	07/05/2022	75.44		00/00	001-3500
Total MOHR, MAYA R (6017):					75.44			
MUNSON, AVERY (6014)								
MUNSON, AVERY	1	Invoice	DEPOSIT REFUND	07/05/2022	101.68		00/00	001-3500
Total MUNSON, AVERY (6014):					101.68			
NAKAMOTO, JARYN (6011)								
NAKAMOTO, JARYN	1	Invoice	DEPOSIT REFUND	07/05/2022	128.43		00/00	001-3500
Total NAKAMOTO, JARYN (6011):					128.43			
NAPA AUTO PARTS (3345)								
NAPA AUTO PARTS	1	Invoice	GENERATOR#7 MAINT &	06/27/2022	224.26		00/00	001-7170
NAPA AUTO PARTS	1	Invoice	OIL FILTER	06/06/2022	19.29		00/00	401-5801
Total NAPA AUTO PARTS (3345):					243.55			
NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480)								
NE PUBLIC HEALTH ENVIRONMENTAL LABORATO	1	Invoice	LAB	06/21/2022	17.00		00/00	003-7282

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480):					17.00			
NE WATER RESOURCES ASSOCIATION (3535)								
NE WATER RESOURCES ASSOCIATION	1	Invoice	2021-2022 MEMBERSHIP	07/05/2022	105.00		00/00	002-9780
Total NE WATER RESOURCES ASSOCIATION (3535):					105.00			
NORRIS, MITCHELL R (6013)								
NORRIS, MITCHELL R	1	Invoice	DEPOSIT REFUND	07/05/2022	5.87		00/00	001-3500
Total NORRIS, MITCHELL R (6013):					5.87			
OLSSON (3775)								
OLSSON	1	Invoice	#022-02597 DOANE SUBS	06/27/2022	12,667.85		00/00	001-2000
OLSSON	1	Invoice	#015-08260 CRETE CORE	06/27/2022	91.14		00/00	003-9840
Total OLSSON (3775):					12,758.99			
ORSCHELN FARM AND HOME (3835)								
ORSCHELN FARM AND HOME	1	Invoice	3821 6-3-22 MOWER GRE	06/15/2022	21.99		00/00	521-5801
ORSCHELN FARM AND HOME	2	Invoice	3821 6-3-22 NUTS/BOLTS,	06/15/2022	37.42		00/00	522-5330
ORSCHELN FARM AND HOME	3	Invoice	5530 6-10-22 SPRAYER, T	06/15/2022	53.23		00/00	521-5332
Total ORSCHELN FARM AND HOME (3835):					112.64			
OURADA, TOM (3860)								
OURADA, TOM	1	Invoice	MILEAGE REIMBURSEME	06/17/2022	186.84		00/00	001-9760
Total OURADA, TOM (3860):					186.84			
OUTDOOR SOLUTIONS (3870)								
OUTDOOR SOLUTIONS	1	Invoice	PUMP FOR FOUNTAIN	06/20/2022	450.00		00/00	521-5332
Total OUTDOOR SOLUTIONS (3870):					450.00			
PEREZ, JAZMINE (6019)								
PEREZ, JAZMINE	1	Invoice	DEPOSIT REFUND	07/05/2022	2.06		00/00	001-3500
Total PEREZ, JAZMINE (6019):					2.06			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
PITNEY BOWES (3995)								
PITNEY BOWES	1	Invoice	SORTER/MAILER SERV A	06/09/2022	326.29		00/00	003-9740
PITNEY BOWES	2	Invoice	SORTER/MAILER SERV A	06/09/2022	326.30		00/00	002-9740
PITNEY BOWES	3	Invoice	SORTER/MAILER SERV A	06/09/2022	326.30		00/00	001-9740
Total PITNEY BOWES (3995):					978.89			
PRESTO-X (4050)								
PRESTO-X	1	Invoice	PEST CONTROL-1945 FO	06/08/2022	71.19		00/00	201-5329
Total PRESTO-X (4050):					71.19			
RAILROAD MANAGEMENT CO III LLC (4155)								
RAILROAD MANAGEMENT CO III LLC	1	Invoice	LICENSE #305813	06/27/2022	313.34		00/00	001-9690
RAILROAD MANAGEMENT CO III LLC	1	Invoice	LICENSE #305814	06/27/2022	313.34		00/00	001-9690
RAILROAD MANAGEMENT CO III LLC	1	Invoice	LICENSE #305815	06/27/2022	313.34		00/00	001-9690
RAILROAD MANAGEMENT CO III LLC	1	Invoice	LICENSE #306081	06/27/2022	313.34		00/00	003-9690
RAILROAD MANAGEMENT CO III LLC	1	Invoice	LICENSE #306082	06/27/2022	313.34		00/00	002-9690
Total RAILROAD MANAGEMENT CO III LLC (4155):					1,566.70			
RAMOS LOPEZ, CESAR R (6004)								
RAMOS LOPEZ, CESAR R	1	Invoice	DEPOSIT REFUND	07/05/2022	62.92		00/00	001-3500
Total RAMOS LOPEZ, CESAR R (6004):					62.92			
SAMPLE BROTHERS INC (5862)								
SAMPLE BROTHERS INC	1	Invoice	HILCO OIL FILTER	06/17/2022	3,736.15	1300	00/00	001-7170
Total SAMPLE BROTHERS INC (5862):					3,736.15			
SAPP BROS PETROLEUM (4505)								
SAPP BROS PETROLEUM	1	Invoice	FUEL-ACCT #742498	05/31/2022	313.03		00/00	302-8500
SAPP BROS PETROLEUM	2	Invoice	FUEL - ACCT #742498	05/31/2022	129.34		00/00	301-5800
SAPP BROS PETROLEUM	1	Invoice	FUEL-ACCT #742498	06/15/2022	212.11		00/00	302-8500
SAPP BROS PETROLEUM	2	Invoice	FUEL - ACCT #742498	06/15/2022	192.43		00/00	301-5800
Total SAPP BROS PETROLEUM (4505):					846.91			
SECURITY EQUIPMENT INC (5787)								
SECURITY EQUIPMENT INC	1	Invoice	ACCESS HOSTING-210 E	06/14/2022	48.00		00/00	301-9750

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SECURITY EQUIPMENT INC	2	Invoice	ACCESS HOSTING-243 E.	06/14/2022	24.00		00/00	501-5750
SECURITY EQUIPMENT INC	3	Invoice	ACCESS HOSTING-1515	06/14/2022	96.00		00/00	701-5750
Total SECURITY EQUIPMENT INC (5787):					168.00			
SEWARD COUNTY INDEPENDENT (4590)								
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE-PLAN COMM	06/15/2022	10.64		00/00	101-5480
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE-CEMETERY	06/15/2022	11.05		00/00	601-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PROCEEDINGS	06/15/2022	164.76		00/00	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE-FIRE	06/01/2022	10.64		00/00	301-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	NOTICE-CITY COUNCIL	06/22/2022	10.64		00/00	101-5390
Total SEWARD COUNTY INDEPENDENT (4590):					207.73			
SID DILLON FORD (4635)								
SID DILLON FORD	1	Invoice	OIL CHANGE-CODE ENF	06/20/2022	73.41		00/00	201-5801
SID DILLON FORD	1	Invoice	BRAKE PADS/OIL CHANG	06/20/2022	310.31		00/00	201-5791
Total SID DILLON FORD (4635):					383.72			
SIEDHOFF BODY SHOP (4640)								
SIEDHOFF BODY SHOP	1	Invoice	#2022-2725 TOWING	06/28/2022	125.00		00/00	201-5812
Total SIEDHOFF BODY SHOP (4640):					125.00			
STORK, BRIAN (4845)								
STORK, BRIAN	1	Invoice	PHONE-MAY	06/21/2022	15.00		00/00	002-8500
STORK, BRIAN	2	Invoice	PHONE-MAY	06/21/2022	15.00		00/00	003-8500
STORK, BRIAN	3	Invoice	PHONE-MAY	06/21/2022	15.00		00/00	401-8500
Total STORK, BRIAN (4845):					45.00			
STRYKER SALES LLC (4870)								
STRYKER SALES LLC	1	Invoice	OUTSIDE SERVICES	05/10/2022	8,356.88		00/00	302-5340
Total STRYKER SALES LLC (4870):					8,356.88			
TERRYBERRY (4980)								
TERRYBERRY	1	Invoice	MISC. OPERATING	06/14/2022	74.73		00/00	003-8500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total TERRYBERRY (4980):					74.73			
THOMAS, WENDY (5792)								
THOMAS, WENDY	1	Invoice	MEETING/TRAINING	06/27/2022	148.59		00/00	101-9760
Total THOMAS, WENDY (5792):					148.59			
TUN, PHYU PHYU (6010)								
TUN, PHYU PHYU	1	Invoice	DEPOSIT REFUND	07/05/2022	142.93		00/00	001-3500
Total TUN, PHYU PHYU (6010):					142.93			
U.S. BANK (5170)								
U.S. BANK	1	Invoice	JERRY CC, AMAZON 111-	06/23/2022	89.95		00/00	722-8500
U.S. BANK	2	Invoice	JERRY CC, WALMART 01	06/23/2022	29.72		00/00	522-8500
U.S. BANK	3	Invoice	JERRY CC, AMAZON 111-	06/23/2022	134.57		00/00	521-5332
U.S. BANK	4	Invoice	JERRY CC, REDCROSS 5	06/23/2022	128.00		00/00	722-9760
U.S. BANK	5	Invoice	JERRY CC, WALMART 01	06/23/2022	72.82		00/00	722-5585
U.S. BANK	6	Invoice	JERRY CC, WALMART 01	06/23/2022	31.62		00/00	722-5541
U.S. BANK	7	Invoice	JERRY CC, AMAZON 114-	06/23/2022	50.06		00/00	722-5586
U.S. BANK	8	Invoice	JERRY CC, CRETE ACE A	06/23/2022	69.29		00/00	301-5330
U.S. BANK	9	Invoice	JERRY CC, AMAZON 111-	06/23/2022	239.63		00/00	522-5330
U.S. BANK	10	Invoice	JERRY CC, WALMART 02	06/23/2022	102.87		00/00	722-5541
U.S. BANK	1	Invoice	TOM CC, AMAZON 113-55	06/23/2022	55.95		00/00	521-5570
U.S. BANK	2	Invoice	TOM CC, AMAZON 113-08	06/23/2022	28.94		00/00	601-5791
U.S. BANK	3	Invoice	TOM CC, AMAZON 113-38	06/23/2022	52.99		00/00	301-9900
U.S. BANK	4	Invoice	TOM CC, VISTAPRINT VP	06/23/2022	531.78		00/00	001-9890
U.S. BANK	5	Invoice	TOM CC, NE WATER ENV	06/23/2022	180.00		00/00	003-8480
U.S. BANK	6	Invoice	TOM CC, MACOMB GRO	06/23/2022	1,588.95		00/00	002-7081
U.S. BANK	7	Invoice	TOM CC, CUNNINGHAMS 6	06/23/2022	99.32		00/00	001-9760
U.S. BANK	8	Invoice	TOM CC, FAIRFIELD DAT	06/23/2022	2.99		00/00	001-9760
U.S. BANK	9	Invoice	TOM CC, CUNNINGHAMS	06/23/2022	105.80		00/00	001-9760
U.S. BANK	10	Invoice	TOM CC, TURBO WASH 6	06/23/2022	13.00		00/00	001-9760
U.S. BANK	1	Invoice	LAURA CC, WALMART 01	06/23/2022	77.10		00/00	702-5692
U.S. BANK	2	Invoice	LAURA CC, WALMART 09	06/23/2022	8.94		00/00	702-5692
U.S. BANK	3	Invoice	LAURA CC, ABLOOM 6 6/	06/23/2022	24.19		00/00	702-5692
U.S. BANK	4	Invoice	LAURA CC, WALMART 00	06/23/2022	31.53		00/00	702-5692
U.S. BANK	5	Invoice	LAURA CC, FOODMART 3	06/23/2022	17.41		00/00	702-5692
U.S. BANK	6	Invoice	LAURA CC, HUSKER BOU	06/23/2022	220.00		00/00	702-5692
U.S. BANK	7	Invoice	LAURA CC, WALMART 02	06/23/2022	13.37		00/00	701-5541

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
U.S. BANK	8	Invoice	LAURA CC, WALMART 01	06/23/2022	14.92		00/00	701-6210
U.S. BANK	9	Invoice	LAURA CC, HARBOR CO	06/23/2022	131.00		00/00	702-5692
U.S. BANK	10	Invoice	LAURA CC, TARGET 6/1/2	06/23/2022	38.58		00/00	702-5692
U.S. BANK	11	Invoice	LAURA CC, WALMART 01	06/23/2022	14.00		00/00	702-5692
U.S. BANK	12	Invoice	LAURA CC, WALMART 01	06/23/2022	8.88		00/00	702-5692
U.S. BANK	13	Invoice	LAURA CC, INTEREST CH	06/23/2022	9.07		00/00	701-8500
U.S. BANK	14	Invoice	LAURA CC, RUSS'S MAR	06/23/2022	18.43		00/00	702-5692
Total U.S. BANK (5170):					4,235.67			
UPS (5240)								
UPS	1	Invoice	POSTAGE	06/25/2022	39.84		00/00	003-9650
Total UPS (5240):					39.84			
VAN HOLLAND, JACKSON (6018)								
VAN HOLLAND, JACKSON	1	Invoice	DEPOSIT REFUND	07/05/2022	94.55		00/00	001-3500
Total VAN HOLLAND, JACKSON (6018):					94.55			
VAN KIRK BROS CONTRACTING INC (5657)								
VAN KIRK BROS CONTRACTING INC	1	Invoice	226.344 BELOHLAVY EST	06/20/2022	13,211.05		00/00	003-2000
Total VAN KIRK BROS CONTRACTING INC (5657):					13,211.05			
VERIZON WIRELESS (5295)								
VERIZON WIRELESS	1	Invoice	UTILITY-1440 LINDEN	06/23/2022	18.02		00/00	301-7530
Total VERIZON WIRELESS (5295):					18.02			
VICAIRRA INVESTMENTS LLC (5874)								
VICAIRRA INVESTMENTS LLC	2	Adjustmen	DEPOSIT REFUND	05/10/2022	110.00-		06/22	001-3500
VICAIRRA INVESTMENTS LLC	1	Invoice	DEPOSIT REFUND	05/05/2022	110.00		00/00	001-3500
Total VICAIRRA INVESTMENTS LLC (5874):					.00			
WASSERMAN, ADAM (6015)								
WASSERMAN, ADAM	1	Invoice	DEPOSIT REFUND	07/05/2022	54.82		00/00	001-3500
Total WASSERMAN, ADAM (6015):					54.82			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
WESCO RECEIVABLES CORP (5581)								
WESCO RECEIVABLES CORP	1	Invoice	LEOELE GCM2-40H-MVN	06/21/2022	6,579.00	1302	00/00	001-2580
Total WESCO RECEIVABLES CORP (5581):					6,579.00			
WEST, JENNIFER (6026)								
WEST, JENNIFER	1	Invoice	2022 SWIM LESSON REF	06/30/2022	45.00		00/00	722-5901
Total WEST, JENNIFER (6026):					45.00			
WESTECH (5835)								
WESTECH	1	Invoice	STRAINER, MSA 614, ABS	06/30/2022	6,020.00	1253	00/00	002-7091
WESTECH	2	Invoice	STRAINER, MSA 614, ABS	06/30/2022	6,020.00		00/00	002-7091
Total WESTECH (5835):					12,040.00			
WHEELER WORLD INC (6021)								
WHEELER WORLD INC	1	Invoice	GENERATOR REPAIR	06/20/2022	14,013.20		00/00	001-2210
Total WHEELER WORLD INC (6021):					14,013.20			
WILLIAMS, MYA (6006)								
WILLIAMS, MYA	1	Invoice	DEPOSIT REFUND	07/05/2022	9.85		00/00	001-3500
Total WILLIAMS, MYA (6006):					9.85			
WINDSTREAM (5465)								
WINDSTREAM	1	Invoice	PHONE-PD C911	06/20/2022	584.88		00/00	201-5220
WINDSTREAM	1	Invoice	PHONE-LIBRARY	06/22/2022	268.48		00/00	701-7530
Total WINDSTREAM (5465):					853.36			
Grand Totals:					314,709.38			

GL Period	Amount
06/22	110.00-
00/00	314,819.38
Grand Totals:	314,709.38

Vendor number hash: 456004
 Vendor number hash - split: 713703
 Total number of invoices: 133
 Total number of transactions: 200

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	314,709.38	.00	314,709.38
Grand Totals:	314,709.38	.00	314,709.38

Report Criteria:

Vendor.Vendor number = 0-1059,1061-99999999
 [Report].GL Account = "0000000"- "0499999", "0510000"- "9999999"

Date of Issuance: June 22, 2022	Effective Date: June 7, 2022
Owner: City of Crete, Nebraska	Owner's Contract No.: N/A
Contractor: Philip Carkoski Construction and Trenching, Inc.	Contractor's Project No.:
Engineer: Gilmore & Associates, Inc.	Engineer's Project No.: 226.349
Project: Water Plant Rehabilitation 2022 Crete, Nebraska	Contract Name: Water Plant Rehabilitation 2022 Crete, Nebraska

The Contract is modified as follows upon execution of this Change Order:

Description: Tank repair required for plant operation.

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>63,862.20</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[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>63,862.20</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>3,000.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>66,862.20</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED: GILMORE & ASSOCIATES, INC.	ACCEPTED: CITY OF CRETE, NEBRASKA	ACCEPTED: PHILIP CARKOSKI CONSTRUCTION AND TRENCHING, INC.
By: <u><i>Keith Johnson</i></u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u><i>[Signature]</i></u> Contractor (Authorized Signature)
Title: _____	Title: _____	Title: <u><i>Owner/President</i></u>
Date: <u><i>6/24/22</i></u> <u><i>CJA</i></u>	Date: _____	Date: <u><i>6-24-22</i></u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



243 East 13th Street
 P.O. Box 86
 Crete, NE 68333-0086

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

(Rev. 2, 11-2015)

I Windstream Nebraska, LLC hereby request to occupy City of Crete Right-of-
Name

Way at 2429 County Road F with a device or structure.
Address

Description of structure or device:

Fiber to 2429 County Road F, Crete, NE. Using existing CWDM at Iris Ave and 13th street. Start placing fiber at county road F and 2400, Handhole FOPD. Place fiber to building and place FDP inside. WO #71502216700000;PR7204.

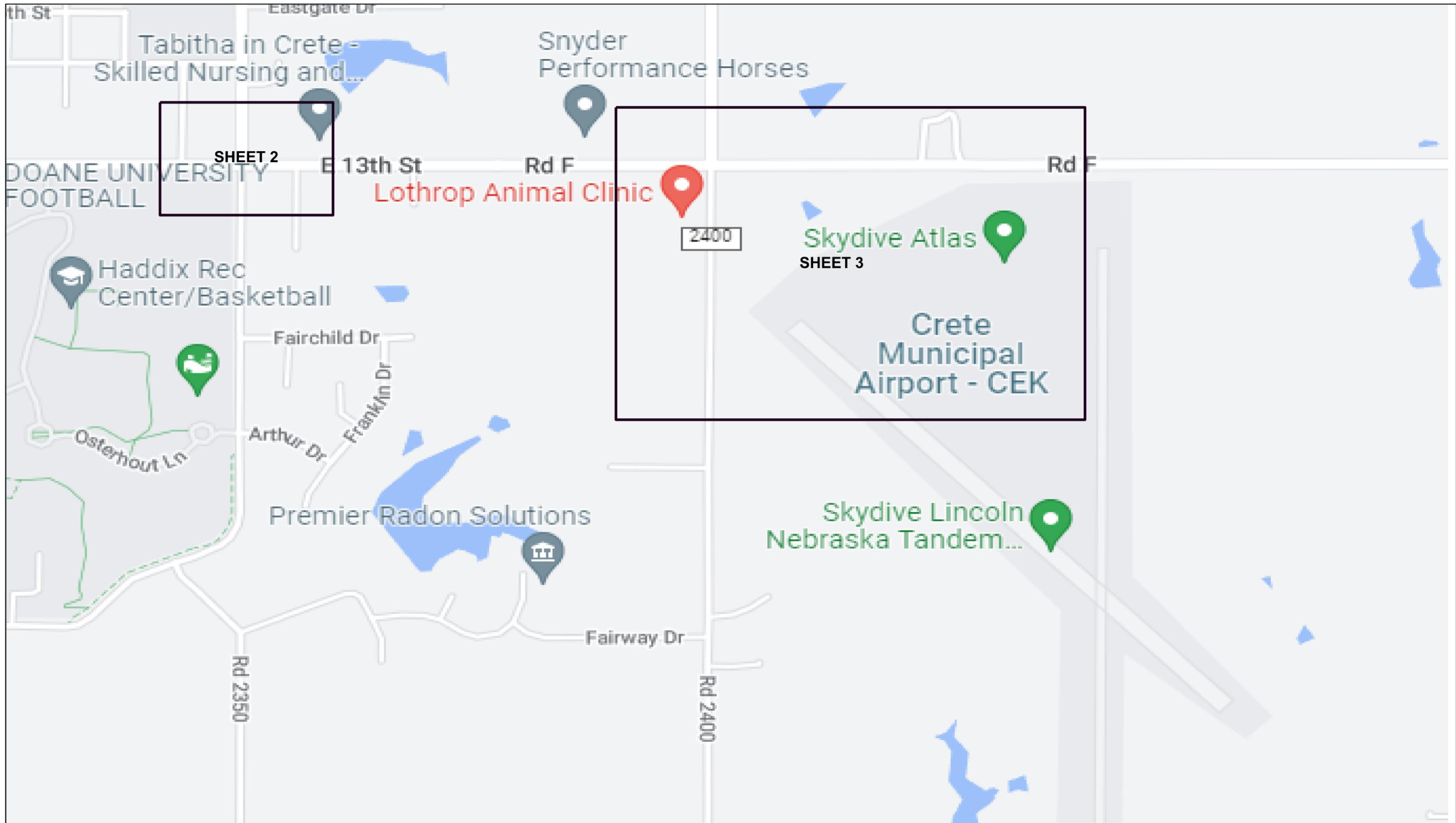
- Diagram, or print included?
- Necessary permits and licenses obtained? Insurance?
- Approved by the Public Works Director _____ Date: _____

Note:

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

Melvin Fecher
 Signature of Applicant

06/24/2022
 Date of Application



FTBB: N/A	Job Description: Fiber Service to 2429 County Road F, Crete, NE
AWGF: N/A	Air Methods Corp & Elevate Air Services, LLC
Geo Block: NECRET	Project Manager: Jake McNealy
Tax District: 0005	Operations Manager:
Requested By: Customer	

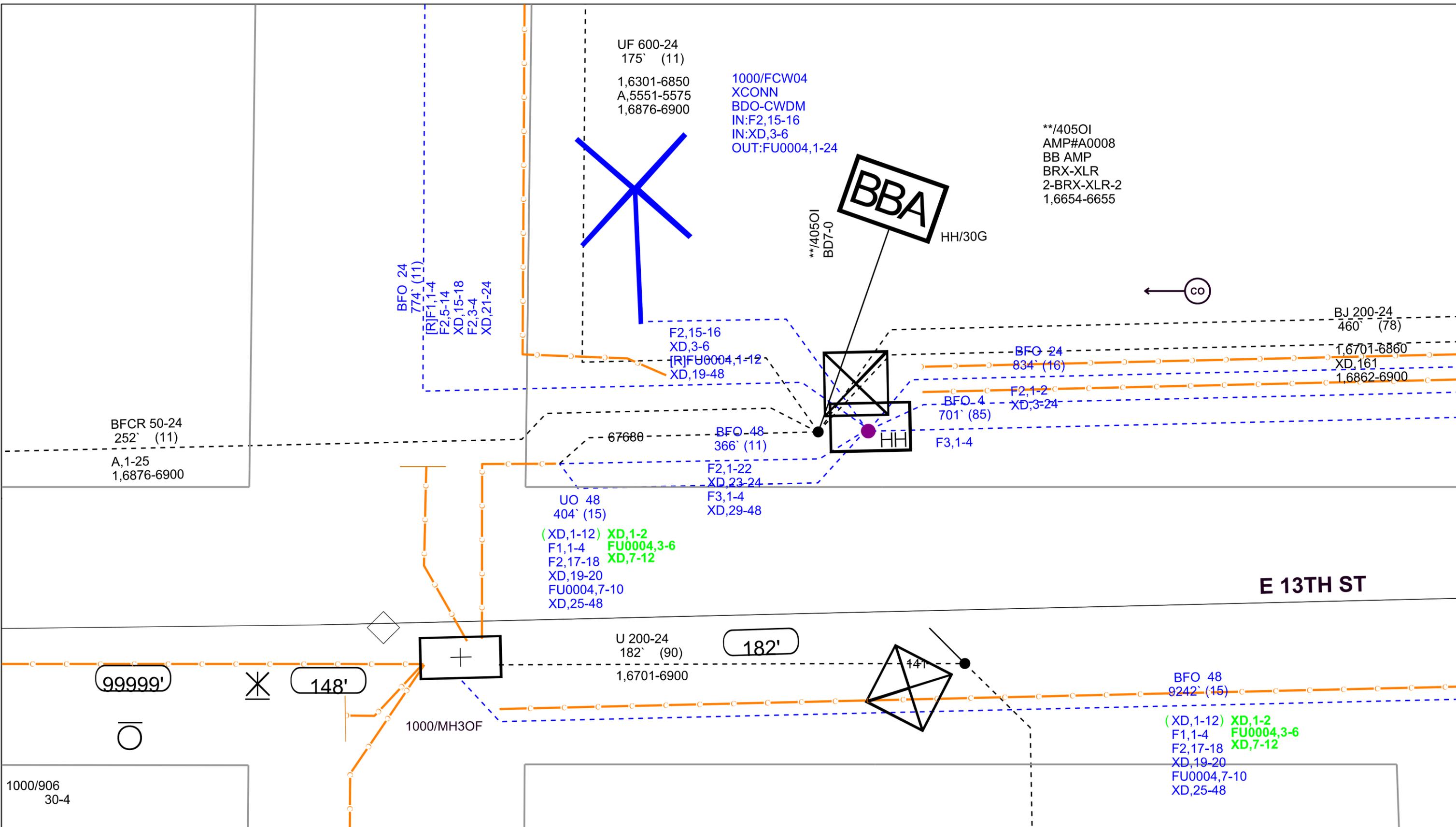
Customer/Other Contacts: RICK WETHEIMER 252-931-0222 SHAUN KRZYCKI 402-310-6124
Circuit ID: IP/L2XX/262884/ WINW/ IP/L1XX/301280/ WINW/

Work Order #: 7150221670000
Date: 5/13/22
Engineer: Jake McNealy
Phone No: 402-890-7551

Exchange: CRET
District: NE-1 Nebraska
Revision #: 0
Revision Date: NA
Sheet 1 Of 4

Cut Sheet Req:	N
Permit Req:	Y
MOP Req:	Y
Joint Work Req:	N





FTBB: N/A
AWGF: N/A
Geo Block: NECRET
Tax District: 0005
Requested By: Customer

Job Description:
 Fiber Service to 2429 County Road F, Crete, NE
 Air Methods Corp & Elevate Air Services, LLC

Project Manager: Jake McNealy
Operations Manager:

Customer/Other Contacts:
RICK WETHEIMER
 252-931-0222
SHAUN KRZYCKI
 402-310-6124

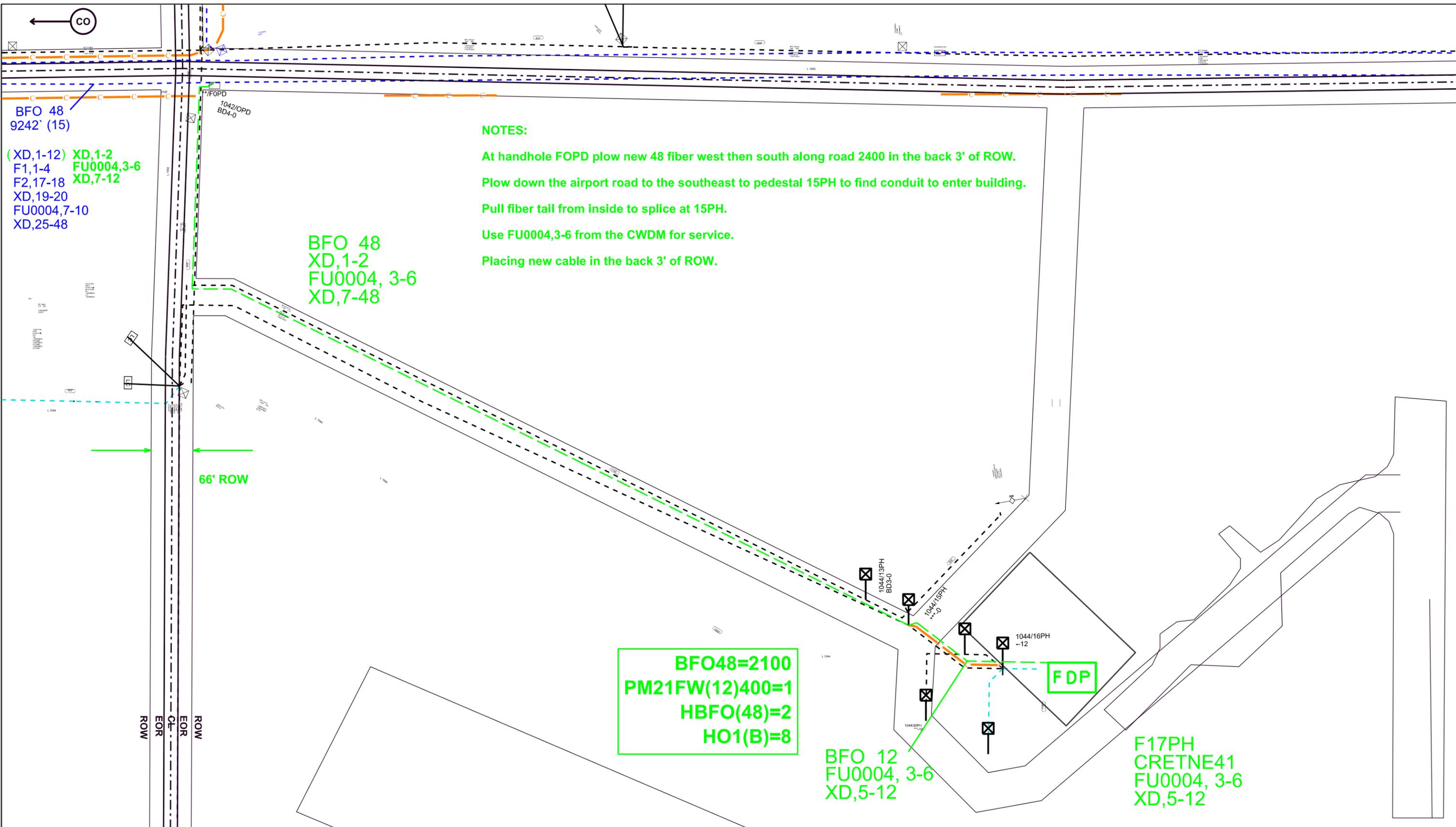
Circuit ID: IP/L2XX/262884/ WINW/
 IP/L1XX/301280/ WINW/

Work Order #: 71502216700000
Date: 5/13/22
Engineer: Jake McNealy
Phone No: 402-890-7551

Exchange: CRET
District: NE-1 Nebraska
Revision #: 0
Revision Date: NA
Sheet 2 Of 4

Cut Sheet Req: N
Permit Req: Y
MOP Req: Y
Joint Work Req: N





FTBB: N/A	Job Description: Fiber Service to 2429 County Road F, Crete, NE Air Methods Corp & Elevate Air Services, LLC	Customer/Other Contacts: RICK WETHEIMER 252-931-0222 SHAUN KRZYCKI 402-310-6124	Work Order #: 7150221670000	Exchange: CRET District: NE-1 Nebraska	Cut Sheet Req: N
AWGF: N/A	Project Manager: Jake McNealy	Circuit ID: IP/L2XX/262884/ WINW/ IP/L1XX/301280/ WINW/	Date: 5/13/22	Revision #: 0	Permit Req: Y
Geo Block: NECRET	Operations Manager:		Engineer: Jake McNealy Phone No: 402-890-7551	Revision Date: NA	MOP Req: Y
Tax District: 0005				Sheet 3 Of 4	Joint Work Req: N
Requested By: Customer					





CWDM



FOPD



Airport Driveway



Conduit to building pedestal



Conduit entering building

FTBB: N/A	Job Description: Fiber Service to 2429 County Road F, Crete, NE Air Methods Corp & Elevate Air Services, LLC	Customer/Other Contacts: RICK WETHEIMER 252-931-0222 SHAUN KRZYCKI 402-310-6124	Work Order #: 7150221670000	Exchange: CRET District: NE-1 Nebraska	Cut Sheet Req: N
AWGF: N/A	Project Manager: Jake McNealy	Circuit ID: IP/L2XX/262884/ WINW/ IP/L1XX/301280/ WINW/	Date: 5/13/22	Revision #: 0	Permit Req: Y
Geo Block: NECRET	Operations Manager:		Engineer: Jake McNealy Phone No: 402-890-7551	Revision Date: NA	MOP Req: Y
Tax District: 0005				Sheet 4 Of 4	Joint Work Req: N
Requested By: Customer					



AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Crete
243 E 13TH ST
CRETE, NE 68333

PROJECT: EX/CRETE CITY HALL

APPLICATION NO: 1
PERIOD TO: 6/30/2022

DISTRIBUTION
TO:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): Stephens & Smith Construction
1542 S. First Street
Lincoln, NE 68502

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: Concrete Flatwork and Foundations

CONTRACT DATE: 4/5/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	103,620.00
2. Net Change by Change Orders	\$	25,190.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	128,810.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	94,011.00
5. RETAINAGE:		
a. 0.00 % of Completed Work	\$	0.00
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	94,011.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	94,011.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	34,799.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	25,190.00	0.00
TOTALS	25,190.00	0.00
NET CHANGES by Change Order	25,190.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Stephens & Smith Construction
1542 S. First Street Lincoln, NE 68502

By: Marilyn A Date: 6/30/2022

State of: NE

County of: Lancaster

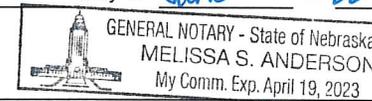
Subscribed and Sworn to before me this

Day of June 2022

Notary Public:

My Commission Expires:

Melissa Anderson
30th
April 19, 2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Crete
243 E 13TH ST
CRETE, NE 68333

PROJECT: EX/CRETE CITY HALL

APPLICATION NO: 1
PERIOD TO: 6/30/2022

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Stephens & Smith Construction
1542 S. First Street
Lincoln, NE 68502

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: Concrete Flatwork and Foundations

CONTRACT DATE: 4/5/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Foundations	38,300.00	0.00	38,300.00	0.00	38,300.00	100.00	0.00	0.00
2	Demo and Replace 7" Stairs and Landing	30,221.00	0.00	30,221.00	0.00	30,221.00	100.00	0.00	0.00
3	Demo and Replace 6" Sidewalk	35,099.00	0.00	25,490.00	0.00	25,490.00	72.62	9,609.00	0.00
4	Demo and Replace 6" Boarder with Intergal Color & Intergal Color Add	15,400.00	0.00	0.00	0.00	0.00	0.00	15,400.00	0.00
5	Demo and Replace 6" Boarder with Intergal Color & Intergal Color Add	9,790.00	0.00	0.00	0.00	0.00	0.00	9,790.00	0.00
REPORT TOTALS		\$128,810.00	\$0.00	\$94,011.00	\$0.00	\$94,011.00	72.98	\$34,799.00	\$0.00

MILL ROAD EMPORIUM
EST. 1870
FAMILY
MARTIAL ARTS
DANCE



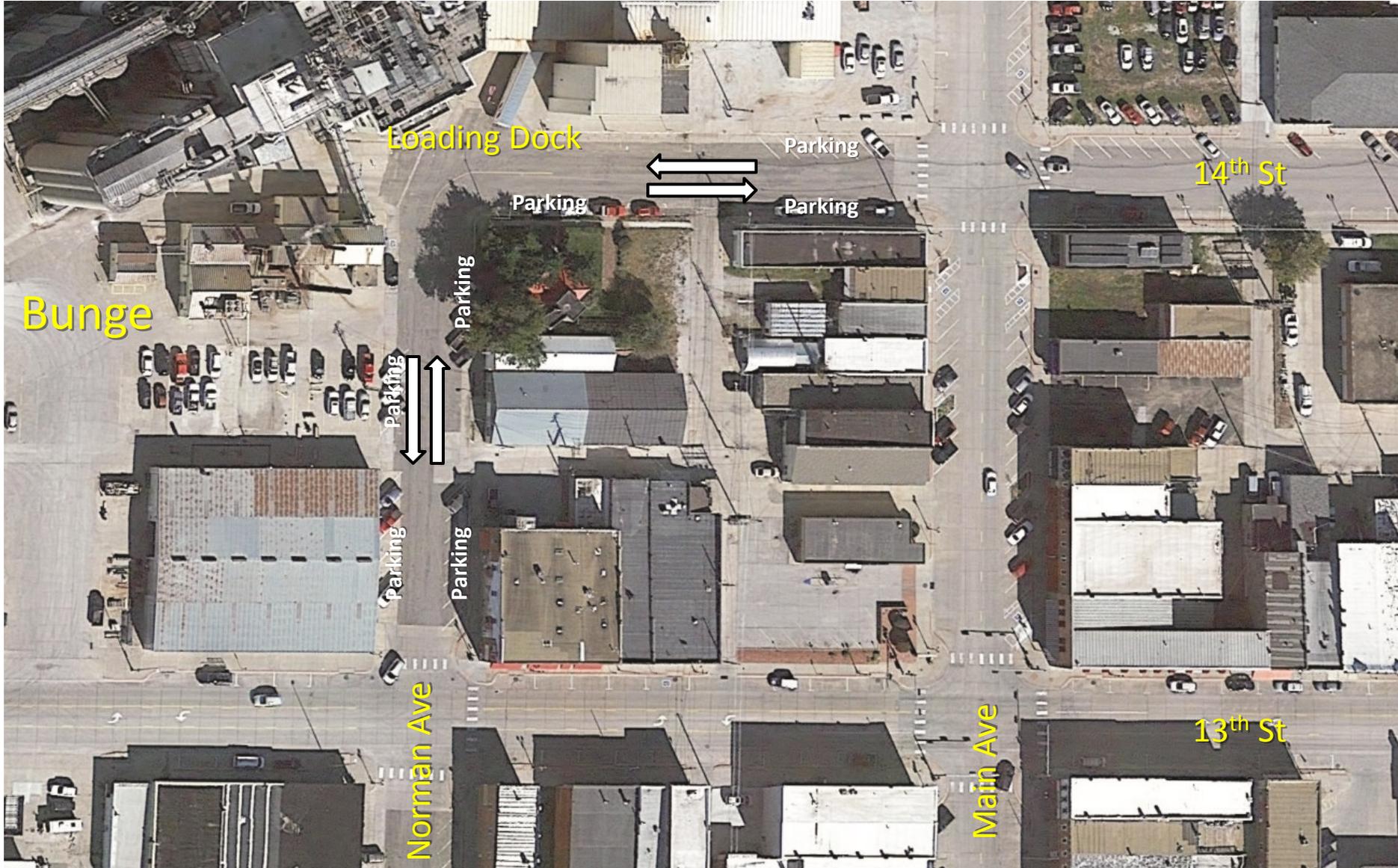
ALL ROAD EMPORIUM
FAMILY
ARTIAL ARTS
DANCE





THE PORIUM
FAMILY ARTS
DANCE

14th & Norman Current Traffic Conditions





14th & Norman Challenge

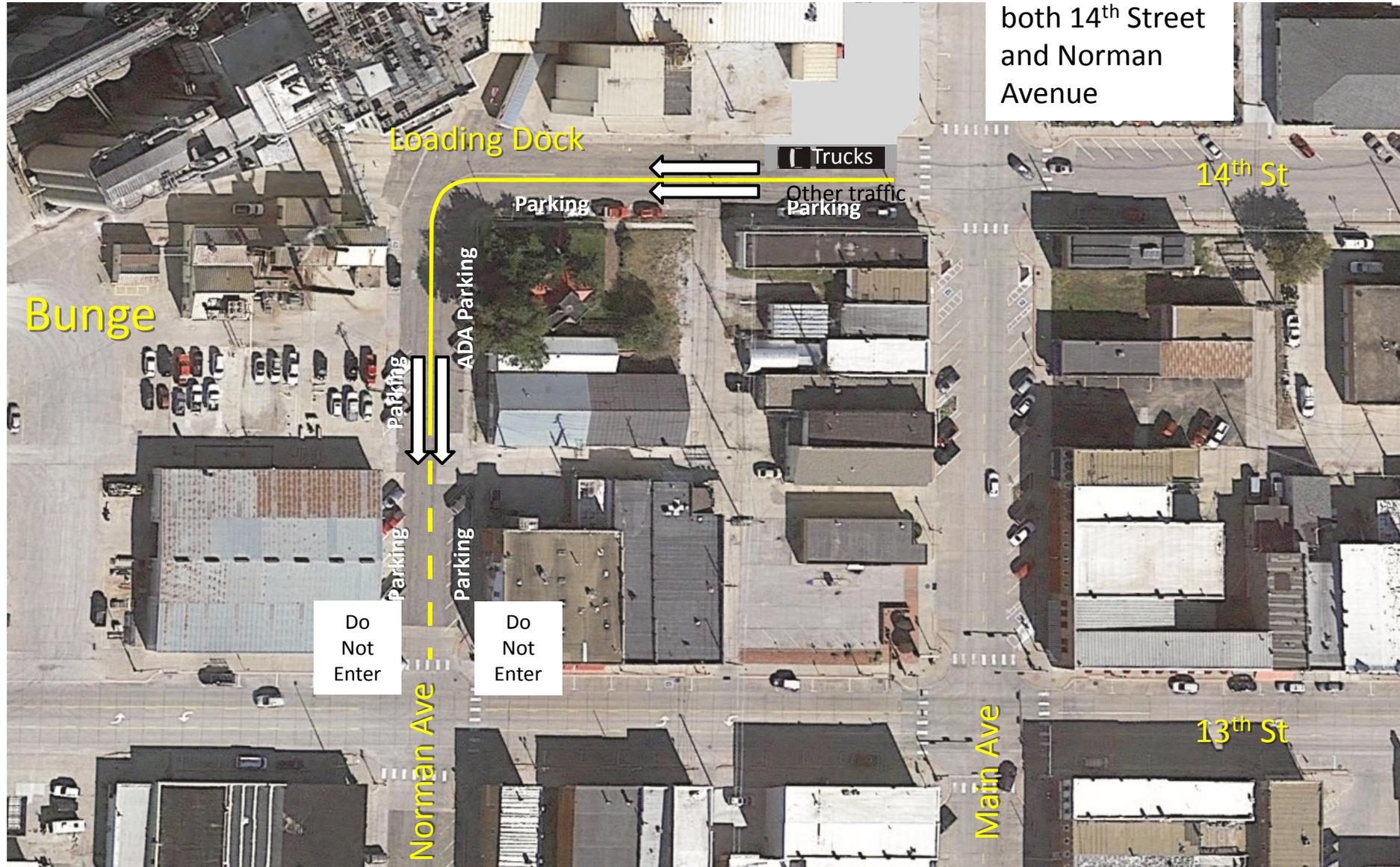
Maneuvering and staging semi-Tractor trailer rigs at the dock in the presence of two-way traffic

Bunge



14th & Norman Mitigation

Alter traffic flow and parking on both 14th Street and Norman Avenue



NDOT – Highway Safety Office
Drive Sober or Get Pulled Over Campaign:
August 19 – September 5, 2022, Schedule

** WATCH FOR THESE DATES	July 22nd	Overtime Application Due	
	Week of August 15th	Pre-Press Release/Local media event	
	August 19 – September 5th	Enforcement	
	Week of September 5th	Post-Press Release/Local media event	
	September 23rd	Activity Summary Due	

Overtime Application – Due July 22nd, 2022

- All Nebraska Law Enforcement Agencies are encouraged to participate in this mobilization.
- Requests for funding assistance must be approved **before** overtime enforcement activity takes place.
- You do not need to request funding assistance to participate. To participate without funding assistance, follow the schedule and submit a completed activity summary by Sept 23, 2022.

Pre-Press Release/Local Media Event – Release on August 15, 2022

- The media event will announce the upcoming enforcement wave.
- All agencies are encouraged to enlist the help of local advocates (i.e., **Safe Communities team, physicians, EMS, MADD, other local advocates**) as well as utilize the resources below:
 - Website sponsored by the National Highway Traffic Safety Administration with media kits including talking points, editorials, statistics, and more.
<https://www.trafficsafetymarketing.gov/get-materials/drunk-driving/drive-sober-or-get-pulled-over>
 - Website containing Nebraska statistics, facts, links to national websites and the order form for brochures and posters. <https://dot.nebraska.gov/safety/hso>
 - Email to contact MADD Nebraska for help in setting up high visibility checkpoints and gaining community support, ne.state@madd.org, 800-444-MADD, 402-434-5330.
 - Statewide coalition educating the public on the seriousness of underage drinking.
www.projectextramile.org

Enforcement – Enforcement dates are August 19 – September 5, 2022

- Increased traffic enforcement with zero tolerance for impaired driving violations will occur nationwide August 19 – September 5, 2022.
- Multi-agency enforcement activities are encouraged.

Post-Press Release/Local Media Event – Release week of September 5, 2022

- This media event will announce the enforcement results, including number of citations issued and “beyond the ticket” activity.

Activity Summary – Due by September 23, 2022

- This form is compiled with those of other enforcement agencies, allowing us to report on efforts in Nebraska. ****Submit the completed form to: NDOT.HSO@nebraska.gov**

Nebraska Department of Transportation Highway Safety Office (NDOT-HSO)
SELECTIVE OVERTIME ENFORCEMENT MINI-GRANT CONTRACT APPLICATION AND AWARD
MUST BE APPROVED BY NDOT-HSO PRIOR TO ACTIVITY

Please Type DATE: _____
APPLICANT: _____
ADDRESS: _____
CITY, STATE, ZIP: _____ **E-MAIL:** _____
TELEPHONE #: _____ **FAX #:** _____ **FEDERAL I.D. #:** _____
Unique Entity Identifier (UEI) #: (Required after April 1, 2022) _____
Commercial and Government Entity (CAGE) Code: _____

PROJECT DESCRIPTION: The purpose of this mini-grant contract is to provide funding assistance to law enforcement agencies for selective overtime enforcement in the emphasis area of: (Check One) Occupant Protection **Alcohol X** Speed Distracted Driving or General Traffic . The funding assistance will provide reimbursement for overtime salaries. Regular traffic enforcement activities must remain at the current level and all activities funded by this mini-grant must be above and beyond the current level of enforcement activity.

Please complete items 1 – 5 below using the definitions on the reverse side and submit a copy of your department’s current seat belt policy and drug-free workplace policy.

1. **Baseline Information:**
To participate in the National Drive Sober or Get Pulled Over High-Visibility Enforcement Mobilization August 19 – September 5, 2022.
2. **Selective Overtime Enforcement Objective:**
Reduce alcohol-impaired fatal, A and B crashes by 6.5 percent from 540 (2015-2019 rolling average) to 505, by December 31, 2022.
3. **Selective Overtime Enforcement Activity:**
4. **Selective Overtime Enforcement Budget:**
5. **Impact Evaluation:**

Within sixty (60) days from the conclusion of the activity the reimbursement request must be submitted. After sixty (60) days, reimbursements may not be honored. This mini-grant contract is financed on a reimbursement basis. The applicant must 1) receive approval of the mini-grant contract from the NDOTHSO; 2) incur the expenses (pay the bills); 3) request reimbursement on a Mini-Grant Contract Claim for Reimbursement (CR) located on the NDOT-HSO website at <http://dot.nebraska.gov/safety/hso/grants/grant-forms/>; and 4) complete the CR and attach the required supporting documentation as prescribed below.

- a) Copies of the pre- and post-publicity announcing the overtime enforcement activity.
- b) Grant Funded Enforcement Activity Summary (provided with award letter).
- c) Provide the name, number of hours worked, regular and overtime hourly rates, and SFST certificate (alcohol only) for each officer.
- d) Provide the amount paid to each officer and payroll documents to substantiate each expenditure.

Acceptance of Conditions: The mini-grant contract award recipient agrees to comply with all applicable federal and state laws, rules and regulations, and certification and assurances located in Attachment A of the Grant Contract Proposal Guide and Policies and Procedures. The Guide can be found on the NDOT-HSO website at <http://dot.nebraska.gov/safety/hso/grants/> .

Failure to comply with these conditions may result in termination of this grant contract award. All awards are subject to availability of Federal Funding.

Authorized Signature of Applicant	Date	Print or Type Name, Title
NDOT - Highway Safety Office	Date	William J. Kovarik, Administrator Print or Type Name, Title

Return completed form to: **NDOT - Highway Safety Office** Email: ndot.hso@nebraska.gov
P.O. Box 94612 Phone (402) 471-2515
Lincoln, Nebraska 68509-4612 FAX (402) 471-3865

TO BE COMPLETED BY NDOT-HSO

FUNDING ASSISTANCE: The NDOT-HSO will provide reimbursement for the following expenditures:
Overtime Salaries \$ _____ Total Reimbursement not to Exceed \$ _____

Project No.: _____ **SB:** **DF:** **RA:** **Contract Approval Date:** _____

The Catalog of Federal Domestic Assistance (CFDA) number assigned to this Mini-Grant Contract is: 20.616
Federal Aid Identification Number (FAIN): 69A3752130000405DNEM/ 69A3752230000405DNEM Revised 6/2022

DEFINITIONS

BASELINE INFORMATION explains the following:

Who is being affected by a specific injury problem?

What injuries are occurring (type, severity and frequency of fatal and non-fatal injury)? ·
Include at least 3 years of data.

When the injuries are occurring (i.e., time of day, day of week)?

Where the injuries are occurring (specific geographic location)?

Why the injuries are occurring (contributing factors -- i.e., alcohol, speed, lack of belt use, etc.)?

NOTE: The number of deaths is low in most communities. Non-fatal serious injury crash data may provide a more complete picture.

SELECTIVE OVERTIME ENFORCEMENT OBJECTIVE

Every selective overtime enforcement activity must have an objective to reduce fatal and serious injury crashes as outlined by the baseline information. The objective states exactly how much injury reduction will be achieved in a specific period of time. The contributing factors must also be addressed (i.e., alcohol, speed, etc.). Every objective must be SMART: Specific, Measurable, Action oriented, Realistic, and have a Time frame.

SELECTIVE OVERTIME ENFORCEMENT ACTIVITY

The activity must coincide with the problems outlined in the baseline data and respond to the stated objective. The specific locations, time of day, day of week, number of officers and traffic problem (i.e., alcohol, speed, etc.) must be included.

SELECTIVE OVERTIME ENFORCEMENT BUDGET

The budget must include the total number of officers, total number of hours, officer's hourly rate of pay, and the total amount of funding assistance being requested.

IMPACT EVALUATION answers the question "Did we reduce injuries?"

In the application, explain what you will evaluate. In the project summary (submitted after the completion of the activity) answer the following:

Question #1: Did the activity reduce the types of injuries that were targeted?

Question #2: Did the activity reduce those kinds of injuries by as much as predicted?



Your Safety Is Our Business
secure • monitor • connect

Crete Police Department

Cameras Revised

60291-14-0
Dated: 6/23/2022

Prepared for:
Mike Kalkwarf

Customer: Crete Police Department

Site: 1945 Forest Avenue
Crete, NE, 68333-_____

Contact: Mike Kalkwarf | (402)-826-9766 | mike.kalkwarf@crete.ne.gov



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 60291-14-0

Dated: 6/23/2022

Cameras Revised

Scope of Work

1. Provide and configure cameras shown on the drawing provided.
2. LPR cameras on the original drawing are going to be replaced with 4K bullet cameras that do not utilize LPR.
3. Customer will provide and install the cat 6 cable for the cameras
4. Customer to provide POE switch ports for the 6 cameras.
5. Customer will mount and install all the cameras.

Prepared by: Brad Armstrong • Sales Manager
barmstrong@seisecurity.com • seisecurity.com

8200 Cody Dr, Ste I Lincoln, NE 68512 | P: (402) 434-3233 | F: (402) 434-9283

Customer: Crete Police Department

Site: 1945 Forest Avenue
Crete, NE, 68333-_____

Contact: Mike Kalkwarf | (402)-826-9766 | mike.kalkwarf@crete.ne.gov



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 60291-14-0

Dated: 6/23/2022

Schedule of Protection

Card Access

QTY	Manufacturer	Part #	Description
1	Axis Communications, Inc	Z4-02060001	P3818-PVE 13MP Panoramic Outdoor Dome Camera, 180
1	Axis Communications, Inc	01517-001	AXIS M3205-LVE / HDTV 1080P JPEG STREAMS/MOUNT BRA
2	Axis Communications, Inc	5017-641 (T91A64)	Corner Bracket
2	Axis Communications, Inc	5504-821 (T91D61)	Wall Mount
2	Axis Communications, Inc	01513-001 (T94N01D)	Pendant Cap for Multisensor Camera
6	EXACQ TECHNOLOGIES, INC	EVENIP-01(MAC Address)	Enterprise Option Per IP Channel
1	SEi	SEi Labor	SEi Labor
2	AXIS (ADI)	02218-001	P3727-PLE Multidirectional 360 degree camera
2	Axis	02342001	P1468-LE 4K Bullet Camera

Investment Summary

Total Proposal Amount

\$11,753.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee

Prepared by: Brad Armstrong • Sales Manager

barmstrong@seisecurity.com • seisecurity.com

8200 Cody Dr, Ste I Lincoln, NE 68512 | P: (402) 434-3233 | F: (402) 434-9283



Installation and Service Agreement

THIS AGREEMENT is made June 23, 2022, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEI") and Crete Police Department. Location of Customer's premises 1945 Forest Avenue, Crete, NE 68333-.

Subject to the terms and conditions hereinafter set forth, SEi agrees to sell, provide installation services, and provide () of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEi, Customer shall, at its sole cost, promptly and without demand return the System to SEi at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEi of all ordinances or local policies of Proper Authorities that may affect SEi's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEi for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEi the sum of: \$11,753.00 plus tax, if applicable

Recurring Charges:

Customer agrees to pay SEi the sum of \$0.00 plus tax, if applicable per month for the lease or purchase of the system. included in this proposal, prepaid for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEi's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEi invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEi

Submitted By: Brad Armstrong
Approved By: _____
Date: _____

Crete Police Department

Signature: _____
Date: _____
Print Name: _____
Title: _____
Email: _____

Terms & Conditions

- 1. Finance and Late Charges.** A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty
- 2. Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
- 3. Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.
- 4. Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
- 5. Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example; consultants' and professionals' fees and costs including, without limitation or example; reasonable attorneys' fees and costs as allowed by law.
- 6. Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or; if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
- 7. Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
- 8. Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.
- 9. Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
- 10. SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
- 11. Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
- 12. Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
- 13. Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: _____



A. Transmission of Data, Video or Voice. Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

B. Monitoring Service. Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer: provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

C. SEI as Agent; Revocation; Ratification; Retroactive Date. Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

D. Internet Services. If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

E. Email Notice. In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

F. Suspension of Service. Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer; (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

Initials: _____



G. Video Systems. If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEi to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEi recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEi is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEi shall be deemed to be subject to paragraph number 15 of this Agreement.

H. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. U.L. Certified Systems. In the event the System is U.L. certificated, Customer shall pay SEi's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEi dispatches an agent, Customer shall pay SEi's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEi agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEi's then prevailing charges.

J. Right to Subcontract. SEi may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEi to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEi. Any subcontractor and SEi are each independent contractors (not partners or joint ventures.)

K. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEi in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEi are parties.

L. In the Event the System is activated. If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEi for any fines, fees, costs, expenses and penalties assessed against Customer or SEi by any court or government agency.

14. Customer's Responsibility to Verify System Function. It is the Customer's sole responsibility to:

A. Confirmation of Equipment Compatibility. Confirm that the communications equipment, technology and services, which are not supplied by SEi, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

B. Testing of Equipment. Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

C. Acknowledgement of Potential Obsolescence. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEi in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEi to provide Customer with such alternative in SEi's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEi) for all costs of any Provider as well as charges by SEi to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEi's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEi or the Provider, as appropriate, for correction or repair service;

D. No Waiver of Breach. SEi does not waive breach of this Agreement unless specifically waived in writing by SEi. If SEi waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEi's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

E. Duties of Parties When Equipment Required By Third Parties. Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEi agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEi for all costs on a time and material basis at SEi's then prevailing charges.

F. Key Service. If Customer provides SEi with keys, Customer agrees that SEi and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

Initials: _____

A. RELEASE OF INSURED LOSSES. CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

B. WAIVER OF SUBROGATION. AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

(C) INDEMNIFICATION. CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

16. Inspection; Maintenance; Repair; Takeover Existing Systems.

A. Inspection of System and Services. If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

B. Periodic Maintenance. If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only; excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

C. Service on Leased Systems. If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

D. Repair. If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

E. Limitation of Service Warranty. SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

F. Service of Systems Exclusive to SEI. It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

G. SEI Service to Existing Systems. If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

H. Remote Programming Service. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

17. Applicable Law, Choice of Forum.

A. Contractual Limitation of Actions. All claims, actions or proceedings; legal or equitable; against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

B. Jurisdiction, Venue and Waiver of Jury Trial. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

C. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion.

D. Credit Investigation Report. Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)

A. LIMITED WARRANTY OF MATERIAL. SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

Initials: _____

B. DISCOVERY OF DEFECT. IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. LIMITED EXPRESS WARRANTIES. EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

19. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable, to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

20. Prior Agreements with Others. Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

21. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

22. Electronic Media. Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

23. Execution in Counterparts and by Facsimile or Electronically. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

24. Authorization. SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

25. Consent to Call Customer and Call List. Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

26. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. Applications. If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI; SEI is a third-party beneficiary of the EULA.

Initials: _____

**SECOND AMENDMENT TO THE
CITY OF CRETE, NEBRASKA POLICE OFFICERS PENSION PLAN
(SECURE Act)**

WHEREAS, the City of Crete, Nebraska (the “Employer”) desires to amend the City of Crete, Nebraska Police Officers Pension Plan (the “Plan”) should be amended to include changes required by the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE Act”), which was adopted as part of the Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94).

NOW THEREFORE the Plan is amended to read as follows effective January 1, 2020:

1. Section 1.33 is amended to read as follows:

1.33 “Required Beginning Date” means, for persons who attained age 70½ after December 31, 2019, April 1 following the later of the calendar year in which the Participant attains age 72 or retires. For persons who attained age 70½ before January 1, 2020, “Required Beginning Date” means April 1 following the later of the calendar year in which a Participant attains age 70½ or retires.

2. Section 6.3(b)(2)(i) is added and reads as follows:

(i) If the Participant’s surviving Spouse is the Participant’s sole Designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72 (70½ for Participants who attained age 70½ before January 1, 2020), if later.

IN WITNESS WHEREOF this Amendment has been executed by the Employer on _____, 2022.

CITY OF CRETE, NEBRASKA

By: _____
Dave Bauer, Mayor

**SECOND AMENDMENT TO THE
CITY OF CRETE, NEBRASKA POLICE OFFICERS PENSION PLAN
(SECURE Act)**

WHEREAS, the City of Crete, Nebraska (the “Employer”) desires to amend the City of Crete, Nebraska Police Officers Pension Plan (the “Plan”) should be amended to include changes required by the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE Act”), which was adopted as part of the Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94).

NOW THEREFORE the Plan is amended to read as follows effective January 1, 2020:

1. Section 1.33 is amended to read as follows:

1.33 “Required Beginning Date” means, for persons who attained age 70½ after December 31, 2019, April 1 following the later of the calendar year in which the Participant attains age 72 or retires. For persons who attained age 70½ before January 1, 2020, “Required Beginning Date” means April 1 following the later of the calendar year in which a Participant attains age 70½ or retires.

2. Section 6.3(b)(2)(i) is added and reads as follows:

(i) If the Participant’s surviving Spouse is the Participant’s sole Designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72 (70½ for Participants who attained age 70½ before January 1, 2020), if later.

IN WITNESS WHEREOF this Amendment has been executed by the Employer on _____, 2022.

CITY OF CRETE, NEBRASKA

By: _____
Dave Bauer, Mayor

**THIRD AMENDMENT TO THE
CITY OF CRETE, NEBRASKA PENSION PLAN
(SECURE Act)**

WHEREAS, the City of Crete, Nebraska (the “Employer”) has determined that the City of Crete, Nebraska Pension Plan (the “Plan”) should be amended to include changes required by the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE Act”), which was adopted as part of the Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94).

NOW THEREFORE the Plan is amended to read as follows, effective January 1, 2020:

1. Section 1.30 is amended to read as follows:

1.30 “Required Beginning Date” means for persons who attained age 70½ after December 31, 2019, April 1 following the later of the calendar year in which the Participant attains age 72 or retires. For persons who attained age 70½ before January 1, 2020, “Required Beginning Date” means April 1 following the later of the calendar year in which a Participant (a) attains age 70½ or (b) retires.

2. Section 6.3(b)(2)(i) is amended to read as follows:

(i) If the Participant’s surviving Spouse is the Participant’s sole Designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72 (70½ for Participants who attained age 70½ before January 1, 2020), if later.

3. Section 6.3(i) is added to read as follows:

(i) Required Minimum Distributions Waiver 2020. Notwithstanding anything to the contrary in this Section, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2020 but for the enactment of Code Section 401(a)(9)(I) (“2020 RMDs”), and who would have satisfied that requirement by receiving distributions that are equal to the 2020 RMDs, will not receive those distributions for 2020 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence. This waiver applies with respect to any distribution which is required to be made in calendar year 2020 by reason of (1) a Required Beginning Date occurring in such calendar year; and (2) such distribution not having been made before January 1, 2020. Notwithstanding Section 6.5, solely for purposes of applying the direct rollover provisions of the Plan, the 2020 RMDs will be treated as eligible rollover distributions. In addition, the five-year period described Code Section 401(a)(9)(B)(ii) shall be determined without regard to calendar year 2020. This

Section is intended to implement Section 2203 of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (the “CARES Act”) and shall be construed accordingly.

4. Section 6.3 will be administered in operational compliance with Code Section 401(a)(9), including the rules related distributions to a Beneficiary of a Participant who dies after December 31, 2019, as amended by the SECURE Act, and the waiver of required minimum distributions for 2020, as amended by the CARES Act, as of the applicable effective dates.

IN WITNESS WHEREOF this Amendment has been executed by the Employer on _____, 2022.

CITY OF CRETE, NEBRASKA

By: _____
Dave Bauer, Mayor

**THIRD AMENDMENT TO THE
CITY OF CRETE, NEBRASKA PENSION PLAN
(SECURE Act)**

WHEREAS, the City of Crete, Nebraska (the “Employer”) has determined that the City of Crete, Nebraska Pension Plan (the “Plan”) should be amended to include changes required by the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE Act”), which was adopted as part of the Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94); and to include changes required by the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) (“CARES Act”).

NOW THEREFORE the Plan is amended to read as follows, effective January 1, 2020:

1. Section 1.30 is amended to read as follows:

1.30 “Required Beginning Date” means for persons who attained age 70½ after December 31, 2019, April 1 following the later of the calendar year in which the Participant attains age 72 or retires. For persons who attained age 70½ before January 1, 2020, “Required Beginning Date” means April 1 following the later of the calendar year in which a Participant (a) attains age 70½ or (b) retires.

2. Section 6.3(b)(2)(i) is amended to read as follows:

(i) If the Participant’s surviving Spouse is the Participant’s sole Designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72 (70½ for Participants who attained age 70½ before January 1, 2020), if later.

3. Section 6.3(i) is added to read as follows:

(i) Required Minimum Distributions Waiver 2020. Notwithstanding anything to the contrary in this Section, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2020 but for the enactment of Code Section 401(a)(9)(I) (“2020 RMDs”), and who would have satisfied that requirement by receiving distributions that are equal to the 2020 RMDs, will not receive those distributions for 2020 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence. This waiver applies with respect to any distribution which is required to be made in calendar year 2020 by reason of (1) a Required Beginning Date occurring in such calendar year; and (2) such distribution not having been made before January 1, 2020. Notwithstanding Section 6.5, solely for purposes of applying the direct rollover provisions of the Plan, the 2020 RMDs will be treated as eligible rollover

distributions. In addition, the five-year period described Code Section 401(a)(9)(B)(ii) shall be determined without regard to calendar year 2020. This Section is intended to implement Section 2203 of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (the "CARES Act") and shall be construed accordingly.

4. Section 6.3 will be administered in operational compliance with Code Section 401(a)(9), including the rules related distributions to a Beneficiary of a Participant who dies after December 31, 2019, as amended by the SECURE Act, and the waiver of required minimum distributions for 2020, as amended by the CARES Act, as of the applicable effective dates.

IN WITNESS WHEREOF this Amendment has been executed by the Employer on _____, 2022.

CITY OF CRETE, NEBRASKA

By: _____
Dave Bauer, Mayor

RESOLUTION NO. 2022-02

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA AMENDING THE CITY AND POLICE PENSION PLANS PURSUANT TO THE SECURE AND CARES ACTS.

WHEREAS, the City maintains the City of Crete, Nebraska Pension Plan (“City Pension Plan”) and the City of Crete, Nebraska Police Officers Pension Plan (“Police Pension Plan”); and

WHEREAS, the City desires to amend the City Pension Plan and the Police Pension Plan to include changes required by the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE Act”), which was adopted as part of the Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94), and to include changes required by the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) (“CARES Act”).

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

Section 1. That the Mayor is authorized to execute the Third Amendment to the City Pension Plan and the Second Amendment to the Police Pension Plan in substantially the form that was presented to the City Council at its meeting on July 5, 2022.

Section 2. That the Mayor and City Clerk are authorized to take such actions and execute such documents as they deem necessary or appropriate to carry out the intent and purposes of this resolution and to cause the Plans to be administered according to their terms and applicable law.

PASSED AND ADOPTED the 5th day of July 2022.

Mayor

ATTEST:

City Clerk



Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	Sarah Sears
Contact Phone	913-707-0020
Contact Email	ssears@cleargov.com

Order Date	Jun 6, 2022
Order valid if signed by	Jul 8, 2022

Customer Information			
Customer	Crete, NE	Contact	Jerry Wilcox
Address	243 East 13th St	Title	City Clerk - Treasurer
City, St, Zip	Crete, NE 68333	Email	jerry.wilcox@crete.ne.gov
Phone	402-826-4313	Billing Contact	
		Title	
		Email	
		PO # (If any)	

To be clear, you will be billed as follows...			
Billing Date(s)	Amount(s)	Notes	
Aug 1, 2022	\$ 1,800.00	One Time Setup Fee	
Aug 1, 2022	\$ 1,291.67	2 Month Pro-Rata Subscription Fee	
Oct 1, 2022	\$ 7,750.00	Annual Subscription Fee	
Oct 1, 2023	\$ 7,750.00	Annual Subscription Fee	
Oct 1, 2024	\$ 7,750.00	Annual Subscription Fee	

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Aug 1, 2022	Aug 1, 2022	ClearGov Setup Services
Pro-Rata	Aug 1, 2022	Sep 30, 2022	ClearGov Subscription Services
Initial	Oct 1, 2022	Sep 30, 2025	ClearGov Subscription Services

The Services you will receive and the Fees for those Services are...		
Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions.	Tier 2	\$ 1,800.00
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 1,800.00
Subscription Services	Tier	Service Fees
ClearGov Digital Budget Book - Civic Edition	Tier 2	\$ 7,750.00
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 7,750.00
Billing Terms and Conditions		
Valid Until	Jul 8, 2022	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Rate Increase	3% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

Customer Upgrades (ClearGov internal use only)		
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date

General Terms & Conditions	
Cancellation Option	This ClearGov Service Order is subject to the approval of the Crete Council (the "Board") as set forth herein. In the event that the Board does not approve this Service Order at its June 21st, 2022 meeting, Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order.

Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov Service Agreement.

Customer	
Signature	
Name	
Title	

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign a Client Success Manager (CSM) responsible for managing the activation and onboarding process. ClearGov CSM will coordinate with other ClearGov resources, as necessary.
- ClearGov CSM will provide a Kickoff Call schedule to Customer's Primary Contact - to be scheduled within two weeks after the Service Order has been executed.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s). If necessary, ClearGov will set up a Data Discovery call to assist with such requirements/instructions.
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback and get answers to open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow up calls or emails required to complete the data onboarding process.
- ClearGov will make Customer aware of all training, learning and support options. ClearGov recommends all Users attend training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver one customized remote training session for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend Kickoff Call within two weeks after the Service Order has been executed. If Customer needs to change the date/time of the Kickoff Call, the Primary Contact will notify the ClearGov CSM at least one business day in advance.
- Customer will provide requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Review call. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on the Data Review call and any subsequent internal review, Customer shall provide a detailed list of requested changes in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer shall be solely responsible for inputting applicable text narrative, custom graphics, performance metrics, capital requests and personnel data and other such information for budget books, projects, dashboards, etc.