

**Public Works Committee Meeting**  
**Tuesday, May 16, 2023 5:00 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.

**2. Roll Call**

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

**3. Items of Business**

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.
- 3.A. Provide a recommendation to the City Council on the Western Area Power Administration-Upper Great Plains Region Renewable Energy Certificate Letter and Option Form
- 3.B. Discussion on a feasibility study for expansion to the fire station.
- 3.C. Discussion on proposal for demolition and replacement of new roof and wall panel for Street Shop.
- 3.D. Consider a recommendation to the City Council on implementing a key policy for the transfer station gate.
- 3.E. Consider a recommendation to the City Council on Nexlink Tower Site Lease Agreement.
- 3.F. Consider a recommendation to the City Council on Change Order Request No.004 from Kingery Construction Co. in the amount of \$28,935.00 for the Crete Isis Theatre Phase I

**4. Officers' Reports**

- Reports may be given by the Mayor, Officers, Departments, 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.

**5. Adjournment**

**Disclaimers & Notices**

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



**Department of Energy**  
Western Area Power Administration  
Upper Great Plains Customer Service Region  
P.O. Box 35800  
Billings, MT 59107-5800

Dear Pick-Sloan Missouri Basin Program – Eastern Division (Pick-Sloan) Customer:

Subject: Summary of WAPA-Upper Great Plains Region Renewable Energy Certificate (REC) Program, Option Form to Use Independent Account or Request a Designated Entity, and WAPA REC Program Principles

The Upper Great Plains Region of Western Area Power Administration (WAPA) uses the Midwest Renewable Energy Tracking System (M-RETS) to track and distribute environmental attributes associated with the hydropower generated at Pick-Sloan Projects and allocated to Pick-Sloan customers. M-RETS creates one REC for each megawatt hour of energy generated. Each Firm Electric Service customer is eligible to receive an annual share of M-RETS RECs based proportionally on its Pick-Sloan allocation and actual energy generated from Project hydropower facilities during the calendar year.

Below is a summary of 2020 and 2021 Pick-Sloan Project generation:

<b>1 REC = 1 MWh</b>	<b>2020</b>	<b>2021</b>
<b>Total Generation</b>	10,865,649	9,091,992
<b>Allocated RECs</b>	9,023,140	9,002,932
<b>Banked</b>	1,842,509	89,060

Each customer's RECs will be deposited into a WAPA M-RETS subaccount. Customers will not have access to this subaccount and RECs cannot be retired in this subaccount. A customer must establish an independent REC tracking system account (Independent Account) to manage and retire RECs.

If a customer has an Independent Account established, it must contact WAPA to initiate a process to transfer RECs to its Independent Account. RECs will annually accumulate in the WAPA M-RETS subaccount until RECs are transferred. At this time, there are no fees for transferring RECs between M-RETS accounts. A customer may request, at its own expense, for WAPA to export RECs to an Independent Account outside of M-RETS, provided the Independent Account is compatible with M-RETS.

A customer may request WAPA to transfer its RECs to a Designated Entity to manage RECs on the customer's behalf. The Designated Entity would be responsible for transferring RECs to the WAPA customer or retiring RECs for the customer. The transfer of RECs to a Designated Entity must be enabled through a separate contract among the customer, Designated Entity, and WAPA.

RECs are provided as part of a Firm Power customer's electric service allocation and are considered an attribute of such. Any violation of the attached WAPA REC Program Principles, such as the resale of RECs, shall be considered a violation of the customer's Firm Electric Service contract or appropriate Bureau of Reclamation contract and may put this contract at risk.

To use an Independent Account or assign a Designated Entity as described above, please complete, sign, and return the attached WAPA REC Program Option Form within 60 days. If none of the options are preferred, WAPA will continue to hold RECs on the customer's behalf in a WAPA M-RETS subaccount until the customer requests otherwise. RECs from 2020, 2021, and 2022 are estimated to be distributed to customers who have chosen to use an Independent Account or have assigned a Designated Entity beginning April 2023.

If you have questions or would like to know your individual REC balance, please contact Brianna Gray at (406) 606-8021, [bgray@wapa.gov](mailto:bgray@wapa.gov), or your respective field representative.

Sincerely,

Lori L. Frisk  
Vice President of Power Marketing  
for Upper Great Plains Region

Attachments:

WAPA REC Program Option Form  
WAPA REC Program Principles

(Letter sent electronically)

## WAPA REC Program Option Form

WAPA will hold RECs on behalf of your organization in M-RETS until it requests one of the options below:

Option 1: My organization has its own independent M-RETS account and requests WAPA to transfer RECs to this account.

Option 2: My organization requests a Designated Entity manage RECs from WAPA on its behalf. I understand that my organization, the Designated Entity, and WAPA must enter into a separate contract. As of the date of this form, my organization's requested Designated Entity is \_\_\_\_\_.

Option 3: My organization has its own independent tracking system account outside of M-RETS and requests WAPA to export RECs to this account.

If one of the above options is selected, please sign this form via Adobe PDF, if available, and return via email to [bgray@wapa.gov](mailto:bgray@wapa.gov). If Adobe PDF is unavailable, please request to sign via DocuSign or print off this page, complete, and mail to Western Area Power Administration, ATTN: Brianna Gray, P.O. Box 35800, Billings, MT 59107-5800.

By signing below, you acknowledge and concur with the WAPA REC Program Principles.

**Printed Name:** \_\_\_\_\_

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

**Signed:** \_\_\_\_\_

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

**Contact Information:**

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_



## City of Crete: PEMB Demo and Installation of New Roof and Wall Panel Proposal

Date: 5/2/2023

Bid To: GC

Project: City of Crete Building Reskin

Plans: Meetings and Emails with Trent

Scope: PEMB Roof and Wall Panel Demo and Reskin

Addenda Acknowledged: 0

### **Ironhide Construction Inc. proposes to provide the following for the project stated above.**

Thank you for the opportunity to provide a proposal for the City of Crete: PEMB Reskin Project. The following is a list of items/tasks we will provide as part of our proposal. We propose to furnish all Labor, Materials, Equipment, and Tools for the following. **\*\*\* Please Note: this estimate is contingent upon the City of Crete providing protection from overhead powerlines. \*\*\***

- Scope of work included in our budget.
- 1. Demolition and disposal of existing roof panels, wall panels, trims, and insulation. (to be done in phases that will not leave the building open over night)
- 2. Installation of new:
  - a. 36" wide exposed fastener roof panel with R-11 stretch over, faced insulation
  - b. Gutter and downspouts with elbows on the bottom, 6" above F.F.
  - c. 36" wide exposed fastener wall panel with R-11 stretch over, faced insulation (no liner panel)
- 3. Trim only for:
  - a. (2) 3070 walk doors
  - b. (10) overhead doors
- 4. Unloading of panels within 50' of the installation site. The site needs to be ready for immediate installation.
- 5. This proposal includes single mobilization. Add \$6,000 for additional.
- 6. 1-year warranty on workmanship

**Total Investment - \$ \_\_\_\_\_**  
**Quote Good Until: 5/23/2023**



**Payment Terms:**  
**30% Downpayment**  
**70% of price upon completion**

### **PROJECT SPECIFIC EXCLUSIONS**

- A. Any structural or framing changes
- B. Door of Overhead Door repair or replacement
- C. Interior work
- D. Liner Panel work
- E. Dirt work, sod or reseeding of grass areas
- F. Disconnecting or removal of any electrical components
- G. Sales Tax
- H. Protection from overhead powerlines

### **EXCLUSIONS**

**\*All items that are not specifically included in the above scope are considered EXCLUDED.**

General Exclusions as follows:

Permits, Foam Board Insulation, Windows, Walk Doors, Steel tube jamb, OHD track, Spring and Motor framing for OHD, Dock Bumpers, Temporary Wall Construction, Prevailing Wages, M.E.P. Work, Demolition, Anchor Bolt and Installation of anchor bolts, Grouting of any base plates, Interior work, Repair of vapor barriers damaged by other trades, Catwalk, Crane, Trolley, Mezzanine work, Canopies, Roof penetrations & boots, Wood fire blocking, ½" Dens-Decking on rigid insulation, Partition walls, Metal or Wood stud framing, Stairs, Ladders, Roof hatches, Lightning rods, Snow & Ice guards, Field painting or coating of any material (other than touch-up), "Boots" or "Diapers for equipment (Available at extra cost if required), Dumpster waste container, Construction fencing, Portable restroom facilities, Window and door install, Electrical work, Electrical power, Generators, Excavation and back fill, Winter Conditions or Snow Removal, Power washing of any materials, Parking Costs, All Permit Fees, Bonding, Engineering, Surveying, Design.

### **CONSTRUCTION CONDITIONS**

1. General Contractor Responsibilities:
  - a. Work and Work Access:
    - i. GC/Owner must provide adequate storage, laydown, and marshalling areas that are located in proximity to the construction work so that production is not adversely affected.
    - ii. GC/Owner will ensure a work site that provides reasonable access and an efficient workspace. This includes a nearby laydown area and reasonable access to building perimeter. Adequate access to work area includes access for equipment and materials (adequate area to be 30'0" minimum around the footprint of the building and full access to interior of the building).
    - iii. If equipment is installed prior to or during erection and this installation affects the production efficiency of the Ironhide Steel crew, GC/Owner will be responsible for additional costs of lost productivity.



- b. Concrete slab or compacted aggregate base will be needed for use as a working surface during the erection of the building. It must be available when Ironhide arrives to begin erection.
- c. GC/Owner must provide assurance that the slab is ready for use and will sustain loads that will be placed on it during the building erection.
2. Erection will be in compliance with the MBMA and PEMB Manufacturers **Standard Erection Guidelines and the "For Construction" plans**. Any change requested by the owner, architect or GC that varies from the PEMB Manufacturers specifications may impact the warranty and bid price. This includes trim and details.
3. Erection pricing is based on a specific erection sequence. If sequence is changed due to a specific request by GC/Owner there will be an additional charge to compensate for lost efficiency.
4. Ironhide is not responsible for coordination or cost of bolt inspections on erected buildings. These are the responsibility of the GC/Owner
5. Upon award this proposal shall become part of the contract. Acceptance of proposal must be made in writing by authorized company representative.
6. Our schedule is (5) days a week, (8) hours per day. This bid assumes that the building footprint is clear with no obstructions within steel line and 30' beyond the steel line.
7. Ironhide Construction is not responsible for the delay of installation due to weather conditions out of Ironhide Construction control.
8. Any fabrication errors will be brought to the GC/Owner's attention. GC/Owner has the right to repair to not delay Ironhide or Ironhide Construction will correct it and bill on a time material and equipment basis.
9. Our on-site rate is \$80.00 per hour per man, \$100 per hour for superintendent, equipment, material, and tools cost, 10% overhead and 5% profit for any on-site changes.
10. ***\*\*This proposal is subject to a Force Majeure clause for a pandemic (e.g. Covid-19) as declared by the World Health Organization (WHO) and the corresponding governmental orders and/or regulations. This clause applies as it relates to Ironhide Construction's inability to perform its contract obligations based on the unforeseeable events that may have a future impact on our labor force, the timely delivery of materials, and the escalation of the cost of said materials. Ironhide Construction will keep you apprised if this situation develops and all parties to this proposal will be contacted.***

Respectfully Submitted,  
Ironhide Construction, Inc.

*Jesse Millsbaugh*

Estimator

Email: [Jesse.Millsbaugh@Ironhideconstruction.com](mailto:Jesse.Millsbaugh@Ironhideconstruction.com)

Phone: (531) 289-0218



## **TOWER SITE LEASE AGREEMENT AND ACCESS EASEMENT**

This Tower Site Lease Agreement and Access Easement (“Agreement”) is made to be effective this \_\_\_\_ day of \_\_\_\_\_ 2023 (“Effective Date”), by and between the City of Crete, Nebraska (“Landlord”), and AMG Nebraska ISP, LLC., a Nebraska limited liability company (“Nextlink”).

For good and valuable consideration, the parties hereto agree as follows:

1. **Tower Site.** Landlord owns a parcel of land generally located at the southeast corner of Betten Dr and E 29<sup>th</sup> Street, Crete, NE 68333 and legally described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”). The Property is improved with a water tower (the “Tower Site”) which is depicted on Exhibit “B” attached hereto and incorporated herein by this reference. Subject to the terms and conditions of this Agreement, Landlord hereby leases to Nextlink, and Nextlink hereby leases from Landlord, a portion of the Tower Site (the “Leased Premises”) on which directional antennas, connecting cables, and appurtenances will be attached and located (the “Antenna Facilities”). The exact location of the Leased Premises shall be mutually agreed upon between the parties, both parties acting reasonably.
2. **Access Easement.** Nextlink and its employees, agents, contractors, and other designees shall have access to the Leased Premises on a 24-hours-a-day, 7-days-a-week basis; provided, however, that: (i) Nextlink shall only access the Leased Premises for routine maintenance during Business Hours; and (ii) in case of emergency, Nextlink may access the Leased Premises by contacting the City Administrator. The term “Business Hours” shall mean the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, federal and state holidays excepted. All routine maintenance to be performed by Nextlink outside of Business Hours shall be scheduled through the City Administrator at least two (2) business days in advance (“Scheduled Maintenance”). Landlord shall provide Nextlink one (1) free Scheduled Maintenance each year. Any additional Scheduled Maintenance in a given year shall be invoiced by Landlord to Nextlink at Landlord’s then-current hourly overtime rate for the employee who provides the access. Landlord shall invoice for a minimum of one (1) hour per Scheduled Maintenance, followed by increments of quarter hours (.25) after the one-hour minimum has been met. Payment shall be due within thirty (30) days of the invoice date.
3. **Utility Services.** Landlord shall ensure that adequate utility services are accessible and available at the Property to service the Antenna Facility. Landlord shall provide adequate connections for the same, at Landlord’s expense. Landlord shall be responsible for paying all utility charges associated with the Property.
4. **Rent and Free Internet Connection.**

**Rent.** Upon the Effective Date, Nextlink shall pay Landlord an annual rental payment in the amount of Two Thousand Four Hundred and No/100 Dollars (\$2,400.00) (the “Rent”), at the address specified in Section 10. Subsequent payments of Rent shall be made on each anniversary date of the Effective Date. The Rent for each Renewal Term shall be an amount equal to one hundred fifteen percent (115%) of the Rent for the immediately preceding term. The Rent shall continue to be paid on an annual basis.

<b>Renewal Term</b>	<b>Rent</b>
1	\$2,760.00
2	\$3,174.00
3	\$3,650.10

**Free Internet Connection.** Nextlink shall provide Landlord one (1) free internet connection (highest residential plan available) for the life of this Agreement. Installation, required equipment, and service maintenance will be

provided by Nextlink at no charge. Such services shall commence upon completion and activation of the Antenna Facilities. Service location must be within range of the Antenna Facilities.

5. **Governmental Approval Contingency.** Nextlink's right to use the Leased Premises is expressly contingent upon its obtaining all the certificates, permits, licenses, zoning and other approvals that may be required by any federal, state, or local authority. In the event that any certificate, permit, license or other approval is finally rejected, is cancelled, expires, lapses, or is otherwise withdrawn or terminated by any applicable governmental authority so that Nextlink, in its sole discretion, determines that it will be unable to use the Leased Premises for the Intended Use (defined below), Nextlink shall have the right to terminate this Agreement.

6. **Term and Renewals.**

**Initial Term.** The "Initial Term" of this Agreement shall commence on the Effective Date and expire at the end of the 60th full month of this Agreement.

**Renewal.** Subject to the terms and conditions of this Agreement, this Agreement shall be automatically renewed for three (3) additional sixty (60) month terms (each, a "Renewal Term") unless Landlord or Nextlink sends written notice of non-renewal to the other party no later than ninety (90) days prior to the end of the then-current term.

The Initial Term, together with any Renewal Terms, are referred to collectively as the "Term".

7. **Nextlink's Use of Leased Premises.** Nextlink shall use the Leased Premises only for the purpose of installing, maintaining, and operating the Antenna Facilities and related equipment and uses incidental thereto for providing radio and wireless telecommunication services which Nextlink is legally authorized to provide to the public (the "Intended Use"). Nextlink shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices and all applicable laws, including FCC rules and regulations. Nextlink's installation of all Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any damage to the Leased Premises or Landlord's adjoining property caused by Nextlink or its contractors during installation or operations of the Antenna Facilities shall be repaired by and at Nextlink's expense within thirty (30) days after notification of such damage by Landlord. The Antenna Facilities shall remain the exclusive property of Nextlink throughout the Term of this Agreement. Nextlink shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of Landlord's adjoining property.

8. **Insurance and General Liability.** Nextlink must maintain "occurrence" form comprehensive general liability coverage during the Term of this Agreement. Such coverage shall include, but not be limited to, bodily injury, property damage-broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations. Said coverage must have limits of liability of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; and property damage of not less than \$1,000,000. These limits may be satisfied by Nextlink's comprehensive general liability coverage or in combination with an umbrella or excess liability policy. Nextlink must keep in force during the Term of this Agreement a policy covering damages to its property at the Leased Premises. The amount of the property insurance shall be sufficient to replace the damaged property, including loss of use, and shall contain ordinance and law coverage.

9. **Agreement Termination.** Except as set forth in Section 5 (for which no notice is required): (i) after the Initial Term, this Agreement may be terminated by either party, for any reason, upon one hundred eighty (180) days written notice; and (ii) either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of written notice thereof by the non-breaching party. In the event that this Agreement is terminated (or not renewed as set forth in Section 6), Nextlink shall have ninety (90) days from the termination or expiration date to remove its Antenna Facilities and related equipment from the Leased Premises and to repair and restore the surface of the Leased Premises to its original state.

10. **Disputes and Notices.** Any claim, controversy or dispute arising out of this Agreement that is not resolved within ten (10) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was

submitted to mediation, venue for any litigation thereafter shall lie in the district courts of the State of Nebraska. All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord, to: City of Crete, Nebraska  
243 E. 13<sup>th</sup> Street  
Crete, NE 68333

If to Nextlink, to: Nextlink Internet  
95 Parker Oaks Ln.  
Hudson Oaks, TX 76087  
ATTN: David Law

11. **Complete Agreement; Amendments; Governing Law.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind except as set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
12. **Severability.** If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
13. **Binding Effect.** This Agreement shall run with the Leased Premises. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto. Nextlink may file a Memorandum of Lease in the county where the Leased Premises are located.
14. **Priority Customer Service.** For immediate service regarding your internet service/connection call **817-752-5558**. For contract questions please call **(682) 204-5050** or email **[towerhost@team.nxlink.com](mailto:towerhost@team.nxlink.com)** messages and Emails will be reviewed Monday Friday 8am-5pm, responses will be returned within 2 business days.
15. **Indemnification.** Nextlink shall indemnify Landlord and save Landlord harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising out of Tenant's use of the Leased Premises.
16. **Assignment and Sublease.** This Agreement shall not be assigned by Nextlink without the prior written consent of Landlord. Nextlink shall not sublease the Leased Premises or any portion thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LANDLORD:  
City of Crete, Nebraska

NEXTLINK:  
AMG Nebraska ISP, LLC.,  
a Nebraska limited liability company

By \_\_\_\_\_  
David Bauer, Mayor

By \_\_\_\_\_  
David Law – VP of Field Operations

**Exhibit "A"**

**Legal Description of Property**

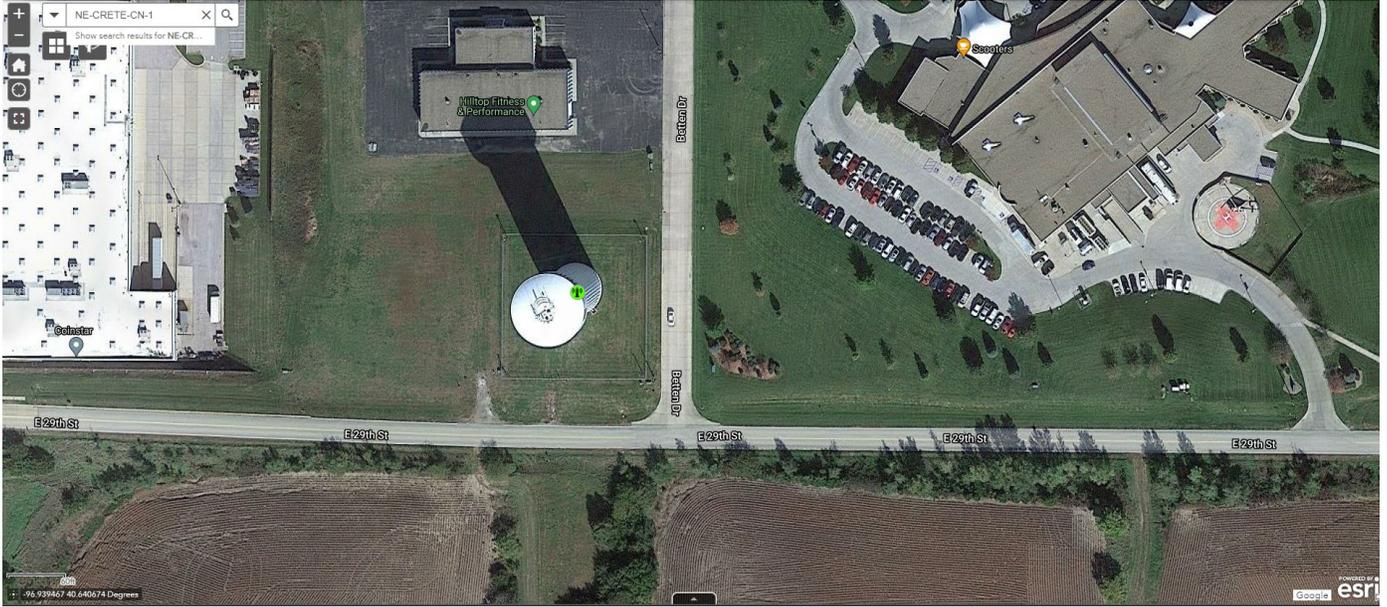
A tract of land located in the Southeast Quarter (SE 1/4) of Section Twenty-three (23), Township Eight (8), North of Range Four (4), East of the 6th P. M., Saline County, Nebraska, described as follows: Beginning at a point on the south line of said Southeast Quarter, said point being 1305 feet east of the southwest corner of said Southeast Quarter; thence northerly 210.0 feet, at a right angle to the south line of said Southeast Quarter; thence easterly 150.0 feet parallel with the south line of said Southeast Quarter; thence southerly 210.0 feet at a right angle to the south line of said Southeast Quarter, to a point on the south line of said Southeast Quarter, thence westerly 150.0 feet on the south line of said southeast Quarter, to the point of beginning, containing 0.72 acres, more or less.

(PID: 760137218)

**Exhibit “B”**

**Depiction of Tower Site**

The location of the Tower Site is indicated by green pin shown in the Arc GIS image:



**KINGERY CONSTRUCTION CO.**

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

**Letter of Transmittal**

**To:** Ryan Hier  
TACK ARCHITECTS  
Ph: (402)826-7484

**Transmittal #:** 49  
**Date:** 5/11/2023  
**Job:** 11-22-6723 CRETE ISIS THEATRE PHASE I

**Subject:** Change Request - COR #004: Add Sales Tax

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

Document Type	Copies	Date	No.	Description
Change Request	1	5/11/23	COR #004	Add Sales Tax

**THESE ARE TRANSMITTED as checked below:**

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

**Remarks:**

**Copy To:**

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

**Signature:** Mark Riley

**KINGERY CONSTRUCTION CO.**

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

**Change Request**

**To:** Ryan Hier  
TACK ARCHITECTS  
Ph: (402)826-7484

**Number:** COR #004  
**Date:** 5/11/23  
**Job:** 11-22-6723 CRETE ISIS THEATRE PHASE I  
**Phone:**

**Description:** Add Sales Tax

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

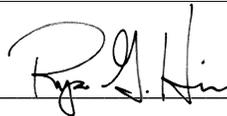
Cost to add sales tax to materials purchased after January 1, 2023. This covers the base bid, Tax will be included in any additional changes associated with ASI #2, ASI #3 or future changes.

Material only suppliers that did not supply anything prior to January 1st will have tax added to their entire contract.

The total amount to provide this work is ..... \$28,935.00  
(Please refer to attached sheet for details.)

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

Submitted by: Mark Riley  
KINGERY CONSTRUCTION CO.

Architect  Date 05/15/2023  
Owner \_\_\_\_\_ Date \_\_\_\_\_

**KINGERY CONSTRUCTION CO.**

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

**Change Request COR #004 Price Breakdown  
Continuation Sheet**

**Description:** Add Sales Tax

<b>Description</b>	<b>Labor</b>	<b>Material</b>	<b>Equipment</b>	<b>Subcontract</b>	<b>Other</b>	<b>Price</b>
4G Fabrication - Material Only		\$1,613.00				\$1,613.00
C&H Cabinets - Material Only		\$256.00				\$256.00
TCH Doors / Hardware - Mat'l Only		\$323.00				\$323.00
J&H Drywall				\$7,995.00		\$7,995.00
Cornhusker Painting				\$91.00		\$91.00
Nifco Fire Sprinkler				\$175.00		\$175.00
Ross Plumbing				\$1,890.00		\$1,890.00
Hawks HVAC				\$5,787.00		\$5,787.00
Sentry Electric				\$7,026.00		\$7,026.00
EPCO Specialties - Material Only		\$207.00				\$207.00
Kingery Materials		\$1,429.00				\$1,429.00

**Subtotal: \$26,792.00**

Fee \$26,792.00 8.00% \$2,143.00

**Total: \$28,935.00**

## Mark Riley

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**From:** Jeff Herz <jeffh@jh-contracting.com>  
**Sent:** Tuesday, March 14, 2023 8:15 PM  
**To:** Mark Riley  
**Subject:** Re: Tax Exempt

Please ADD for Sales Tax \$7,995 Note: this is just for Phase 1.

On Mon, Mar 13, 2023 at 9:03 AM Mark Riley <MarkR@kccobuilders.com> wrote:

Just a follow up, the Owner has confirmed we need to add sales tax from here on out, if you have not already sent me your cost increase for this so I can do change orders, please do so by Friday.

Thanks,

mark



**MARK RILEY**

Senior Project Manager  
Kingery Construction Co.

markr@kccobuilders.com

cell 402.416.6350

office 402.465.4400 fax 402.465.4529

201 N 46th St, Lincoln NE 68503

www.kccobuilders.com

## Mark Riley

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**From:** Phil Dake <phil.dake03@gmail.com>  
**Sent:** Monday, May 8, 2023 9:10 AM  
**To:** Mark Riley  
**Subject:** Isis Theatre Sales Tax

The estimated sales tax for materials on the Isis Theatre Renovation in Crete,NE will be \$90.62.

## Mark Riley

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**From:** Aaron Kenning <AKenning@nifcomechanical.com>  
**Sent:** Monday, January 9, 2023 9:29 AM  
**To:** Mark Riley  
**Cc:** Mark Long; John Kramer  
**Subject:** RE: Tax Exempt

Mark,

I have looked over what our material costs will be for this project and since there will be tax on our material Nifco will need an additional \$175.00 for taxes on our materials.

Please let me know if you have any questions.  
Will you be sending a change order for this added cost?

Thanks,

**Aaron N. Kenning, CPD**  
NICET III Certified #120444  
Project Manager / Fire Sprinkler Design



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[www.nifcomechanical.com](http://www.nifcomechanical.com)  
[akenning@nifcomechanical.com](mailto:akenning@nifcomechanical.com)  
Direct Line: 402-477-3538  
Cell Phone: 402-416-8022

**CHANGE ORDER:**



PO Box 227  
Denton, NE 68339  
402-610-1809  
[troy@rossplumbingco.com](mailto:troy@rossplumbingco.com)

**Contractor Name**  
Kingery Construction

**Job Name**  
Isis Theatre

**Description of Change**

Change to taxable job in 2023

**Price Change**

\$1,890

**Total Amount of Change Order**

**\$1,890**

A handwritten signature in black ink, appearing to be "TR" or similar initials, written over a horizontal line.

Submitted By: Troy Ross, President Ross Plumbing

1/10/2023

Date

Accepted By:

Date

Hawks Plumbing and Heating L.L.C.  
2370 County Rd C  
Crete, NE 68333  
402-826-2029  
www.hawksplumbingandheating.com



# Estimate

## ADDRESS

Kingery Construction  
201 N 46th St  
Lincoln, NE 68503

ESTIMATE # 1413  
DATE 04/27/2023

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DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/27/2023	Change Order	Change order for Isis Theatre Add tax back on to contract amount of \$103,500.00 New contract amount: \$109,287.00	1	5,787.00	5,787.00
				TOTAL	<b>\$5,787.00</b>

Accepted By

Accepted Date

## Mark Riley

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**From:** Christopher Allison <chris@SentryElectric.com>  
**Sent:** Thursday, April 20, 2023 4:33 PM  
**To:** Mark Riley  
**Subject:** RE: Crete ISIS Theatre

I apologize, I thought this was already sent over.

Front Half Tax is \$7,025.51

-Thanks

Chris Allison  
Estimator  
Sentry Electric Inc.  
3400 Gladstone St. Lincoln, NE  
(402) 467-5550

**From:** Mark Riley <MarkR@kccobuilders.com>  
**Sent:** Wednesday, April 19, 2023 7:39 AM  
**To:** Chad Ott (ott conc.) <chad@ottconcrete.com>; Christopher Allison <chris@SentryElectric.com>; Phil Dake (cornhusker painting) <phil.dake03@gmail.com>; reidb@atlaserection.com; Dustin Simpson - Midwest Floor Covering (dustin@mwfloor.com) <dustin@mwfloor.com>; Mark Ramel (steph - smith) <mramel@stephensandsmith.com>  
**Subject:** Crete ISIS Theatre  
**Importance:** High

All,

Trying to finish up the change order for adding sales tax to anything bought after 12-31-2022, please get your info to me by noon Friday or I will assume you have no added costs for this.

Thanks,  
mark



**MARK RILEY**  
Senior Project Manager  
Kingery Construction Co.  
markr@kccobuilders.com  
cell 402.416.6350  
office 402.465.4400 fax 402.465.4529  
201 N 46th St, Lincoln NE 68503  
www.kccobuilders.com

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