

**Crete City Council Regular Meeting**  
**Tuesday, October 3, 2023 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.

2.A. Comprehensive Plan update presentation by Confluence staff.

**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. August 15, 2023 Public Works Minutes

3.A.2. September 5, 2023 Public Works Minutes

3.A.3. September 19, 2023 Finance Committee Minutes

3.A.4. September 19, 2023 Personnel Committee Minutes

3.A.5. September 19, 2023 Public Safety Committee Minutes

3.A.6. September 19, 2023 City Council Meeting Minutes

3.B. Accept the City Treasurer's Report

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

3.D. Nebraska Broadband Availability Map and comment page.

**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 a 4-year service agreement for the Fire Department's Lifepak AED's.

4.B. Consider the purchase of a chassis for the Fire Department brush truck.

4.C. Public hearing to hear testimony in favor of and in opposition to and to answer questions in relation to the Petition ZOA23-03 To Amend The Zoning Ordinance.

- 4.D. Consider the Petition To Amend The Zoning Ordinance application number: ZOA23-03
- 4.E. Public hearing to hear testimony in favor of and in opposition to a liquor license application for Casey's Retail Company DBA Casey's 4303 located at 2151 Cardinal Ln, Crete, NE.
- 4.F. Consider the application for a Retail Liquor License from Casey's Retail Company DBA Casey's 4303 located at 2151 Cardinal Ln, Crete, NE.
- 4.G. Consider the Ramaekers Addition Administrative Subdivision.
- 4.H. Public Hearing to hear testimony in favor of and in opposition to and to answer questions in relation to the following proposed regulations: Chapter 11 Article 5 Fencing Standards.
- 4.I. Consider Ordinance 2179: An ordinance to amend Section 11-502 of the Municipal Code to change design standards for fencing.
- 4.J. Consider authorizing the Police Department to apply for the Highway Safety STEP Grant.
- 4.K. Consider approving payment of claims to Crete Ace Hardware in the amount of \$204.28
- 4.L. Consider approving Old Main Bar & Grill as a contractor for Crete Keno.
- 4.M. Consider the Contractor's Application for payment from Constructors, Inc. in the amount of \$343,495.75
- 4.N. Consider the Change Order #13 on the Isis Theater Phase I
- 4.O. Consider an agreement for Isis Theater Phase II
- 4.P. Consider the Interlocal Agreement between the City of Crete, Nebraska and Saline County, Nebraska to provide for pavement construction on Boswell Ave and County Road 2300 from BNSF railroad north of Highway 33 to E. 29th St.
- 4.Q. Consider a purchase agreement for lots 5-6 and lots 7-8 Block 99.
- 4.R. Consider Resolution 2023-19 for a detour from NDOT on South 103.
- 4.S. Consider amending Section 4.05 of the Personnel Rules and Regulations to clarify the use of time banks when using FMLA and/or Disability Benefit Plans.
- 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**

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



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## CITY COUNCIL PUBLIC WORKS COMMITTEE MEETING

August 15<sup>th</sup>, 2023 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

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

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

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

#### 1. Open Meeting

#### 2. Roll Call

Dan Papik: Absent

Anthony Fitzgerald: Present

Dale Strehle: Present

Present: 2, Absent: 1.

#### 3. Items of Business

##### 3.A. Consider a recommendation to the City Council on the Contractor's Application for Payment from Constructors, Inc. for Project No. 23-015 in the amount of \$232,336.90.

City Administrator Tom Ourada mentioned this is for the Northside paving project.

Recommend to the City Council on the Contractor's Application for Payment from Constructors, Inc. for Project No. 23-015 in the amount of \$232,336.90. Carried with a motion by Anthony Fitzgerald and a second by Dale Strehle.

Anthony Fitzgerald: Aye, Dan Papik: Aye, Dale Strehle: Aye

Aye: 3, No: 0

**3.B. Consider a recommendation to the City Council on adopting Resolution 2023-16: A resolution authorizing the Mayor to sign the Nebraska Board of Public Roads Classifications and Standards Municipal Annual Certification of Program Compliance.**

City Administrator Tom Ourada mentioned that this is routine and is done every year in order to receive the allocation for having a qualifying street program.

Recommend to the City Council on adopting Resolution 2023-16: A resolution authorizing the Mayor to sign the Nebraska Board of Public Roads Classifications and Standards Municipal Annual Certification of Program Compliance. Carried with a motion by Anthony Fitzgerald and a second by Dale Strehle.

Anthony Fitzgerald: Aye, Dale Strehle: Aye

Aye: 2, No: 0

**3.C. Consider a recommendation to the City Council on the amended Utility Payment Agreement And Waiver Of Notice Policy**

City Administrator Tom Ourada explained that Human Resource Director Wendy Thomas and Office Manager/ Administrative Assistant Telisha Carnes have been working on the amended utility payment agreement and waiver of notice policy. Ourada and City Attorney Anna Burge looked at it and made some changes to it.

Recommend to the City Council on the amended Utility Payment Agreement And Waiver Of Notice Policy Carried with a motion by Anthony Fitzgerald and a second by Dale Strehle.

Anthony Fitzgerald: Aye, Dale Strehle: Aye

Aye: 2, No: 0

**3.D. Consider a recommendation to the City Council on the Substation Transformer and Switchgear bids.**

City Administrator Tom Ourad explained he is currently working with EDA to apply for a grant for the Substation Transformer and Switchgear. If the bids are rejected, the rebid prices might be about 3-5% higher. It is well worth the risk to wait and apply for the grants.

Recommend to the City Council to reject the Substation Transformer and Switchgear bids. Carried with a motion by Anthony Fitzgerald and a second by Dale Strehle.

Anthony Fitzgerald: Aye, Dale Strehle: Aye

Aye: 2, No: 0

**3.E. Discussion on fence brochure information.**

City Administrator Tom Ourada stated that City Inspector Brad Bailey has been working on a fence brochure with information on the requirements for a fence permit. This would also help so that property owners put up fences that are constructed of approved materials.

**4. Officers' Reports**

**5. Adjournment**



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## **CITY COUNCIL PUBLIC WORKS COMMITTEE MEETING**

September 5<sup>th</sup>, 2023 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### **MINUTES**

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

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

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#### **1. Open Meeting**

#### **2. Roll Call**

Anthony Fitzgerald: Present  
Dan Papik: Present  
Dale Strehle: Present  
Present: 3.

#### **3. Items of Business**

##### **3.A. Consider a recommendation to the City Council on the Quitclaim Deed to Clevette Rentals, L.L.C. located at The West forty (40) feet of vacated Mill Street, located in the Original Town of Crete, Saline County, Nebraska.**

City Administrator Tom Ourada stated that this is an area by Old Mill Park that the city had already considered vacated. This is required in order to complete the legal documentation with the county.

Recommend to the City Council on the Quitclaim Deed to Clevette Rentals, L.L.C. located at The West forty (40) feet of vacated Mill Street, located in the Original Town of Crete, Saline County, Nebraska. Carried with a motion by Dan Papik and a second by Anthony

Fitzgerald.

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

**3.B. Consider a recommendation to the City Council on the College Park 1st Addition Administrative Subdivision from Dittmer & Dittmer L.L.C.**

City Administrator Tom Ourada stated that this is an attempt at an Administrative Subdivision from Dittmer & Dittmer L.L.C. for the 1st portion. It is not perfect. It does technically meet the standards but could be better.

Recommend to the City Council on the College Park 1st Addition Administrative Subdivision from Dittmer & Dittmer L.L.C. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

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

**3.C. Consider a recommendation to the City Council approving Change Orders for the Isis Theater renovation project.**

Blue River Arts Council president, Shaylene Smith updated the committee on what this change order would be for. Smith stated that this was for some clean up and cross basing for phase 1. She stated that last month the Arts Council raised \$61,000.

Recommend to the City Council approving Change Orders for the Isis Theater renovation project. Carried with a motion by Dan Papik and a second by Anthony Fitzgerald.

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

**4. Officers' Reports**

**5. Adjournment**



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## CITY COUNCIL FINANCE COMMITTEE MEETING

September 19<sup>th</sup>, 2023 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

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#### 1. Open Meeting

#### 2. Roll Call

Ashley Newmyer: Absent  
Kyle Frans: Present  
Dale Strehle: Present  
Present: 2, Absent: 1.

#### 3. Items of Business

##### **3.A. Consider a recommendation to the City Council authorizing an additional 1% of restricted funds authority for fiscal year 2023-2024.**

City Administrator Tom Ourada stated that this is something that is done every year and can be increased by 1% cumulative in action. This is an important base for future increases and is something Ourada recommends being done.

Recommend to the City Council authorizing an additional 1% of restricted funds authority for fiscal year 2023-2024. Carried with a motion by Dale Strehle and a second by Kyle Frans.

Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 2, No: 0

##### **3.B. Consider a recommendation to the City Council on Resolution 2023-17: A resolution setting the amount of property tax request for fiscal year 2023-2024.**

Council member Dale Strehle mentioned that this is what is sent to the county.

Recommend to the City Council on Resolution 2023-17: A resolution setting the amount of property tax request for fiscal year 2023-2024. Carried with a motion by Kyle Frans and a second by Dale Strehle.

Kyle Frans: Aye, Dale Strehle: Aye

Aye: 2, No: 0

**3.C. Consider a recommendation to the City Council on Ordinance 2178: An ordinance adopting the 2023-2024 budget statement as the Annual Appropriation Bill and appropriating all budgeted sums contained therein.**

Council member Dale Strehle mentioned that this was covered at the last meeting.

Recommend to the City Council on Ordinance 2178: An ordinance adopting the 2023-2024 budget statement as the Annual Appropriation Bill and appropriating all budgeted sums contained therein. Carried with a motion by Dale Strehle and a second by Kyle Frans.

Kyle Frans: Aye, Dale Strehle: Aye

Aye: 2, No: 0

**3.D. Consider a recommendation to the City Council on adopting Resolution No.2023-16; a resolution to establish officers approved to sign financial documents.**

Recommend to the City Council on adopting Resolution No.2023-18; a resolution to establish officers approved to sign financial documents. Carried with a motion by Dale Strehle and a second by Kyle Frans.

Kyle Frans: Aye, Dale Strehle: Aye

Aye: 2, No: 0

**3.E. Consider a recommendation to the City Council on the retirement correction contribution in the amount of \$87,383.62.**

The Finance Committee entered closed session with the committee members Dale Strehle and Kyle Frans. The City Council members Tom Crisman and Anthony Fitzgerald. City Administrator Tom Ourada, City Attorney Anna Burge, Clerk-Treasurer Jerry Wilcox, and Human Resource Director Wendy Thomas.

The committee entered closed session at 5:40pm for discussion regarding the retirement correction contribution in the amount of \$87,383.62. Carried with a motion by Dale Strehle and a second by Kyle Frans.

Kyle Frans: Aye, Dale Strehle: Aye

Aye: 2, No: 0

The committee exited closed session at 5:49 p.m. and recommended to the City Council on the retirement correction contribution in the amount of \$87,383.62. Carried with a motion by Dale Strehle and a second by Kyle Frans.

Kyle Frans: Aye, Dale Strehle: Aye

Aye: 2, No: 0

**4. Officers' Reports**

**5. Adjournment**





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## **CITY COUNCIL PERSONNEL COMMITTEE MEETING**

September 19<sup>th</sup>, 2023 at 5:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### **MINUTES**

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#### **1. Open Meeting**

#### **2. Roll Call**

Ashley Newmyer: Absent  
Tom Crisman: Present  
Kyle Frans: Present

Present: 2, Absent: 1.

#### **3. Items of Business**

##### **3.A. Discussion about drug and alcohol testing**

City Administrator Tom Ourada stated that since November 2017 the City of Crete has been working on a plan to implement drug and alcohol testing. Currently, the department of transportation requires testing. It is not prudent to not test all employees. Everything is almost ready to go and most likely will go into effect in early 2024. The testing would be done with pre-employment and while you are employed, if there is suspicion from a supervisor or any other person. There will be safe guards with the plan. If there is suspicion from a supervisor, Ourada would then meet and evaluate the employee. If Ourada is not available, then City Attorney Anna Burge would then evaluate. There will not be random testing. Ourada mentioned that they are not

seeing any drug and alcohol issues at all. There will be a program in plan with process and procedures.

**3.B. Consider a recommendation to the City Council on Ordinance 2177: An Ordinance setting the wages and salaries of city officers and non-bargaining unit employees.**

City Administrator Tom Ourada mentioned that this is all based on the salary study completed by Paul Essman and Shelia Schukei. This was on the last Personnel Committee Meeting and it's here for this meeting and also on the City Council meeting.

Recommend to the City Council on Ordinance 2177: An Ordinance setting the wages and salaries of city officers and non-bargaining unit employees. Carried with a motion by Kyle Frans and a second by Tom Crisman.

Tom Crisman: Aye, Kyle Frans: Aye

Aye: 2, No: 0

**4. Officers' Reports**

**5. Adjournment**



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## CITY COUNCIL PUBLIC SAFETY COMMITTEE MEETING

September 19<sup>th</sup>, 2023 at 5:00 PM

Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

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#### 1. Open Meeting

#### 2. Roll Call

Dan Papik: Absent

Tom Crisman: Present

Anthony Fitzgerald: Present

Present: 2, Absent: 1.

#### 3. Items of Business

##### **3.A. Consider a recommendation to the City Council on the MACH user agreement and price increase for the Crete Police Department.**

Chief of Police Gary Young stated that the system allows other similar equipped vehicles to communicate through chat features. Young stated that this is a useful tool for officers. It would be increasing by \$65 for a yearly total of \$377.00

Recommend to the City Council on the MACH user agreement and price increase for the Crete Police Department. Carried with a motion by Anthony Fitzgerald and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye

Aye: 2, No: 0

**3.B. Consider a recommendation to the City Council on the Application For Special Event Permit SE23-07 from the Crete Chamber of Commerce for the Pumpkin Festival Children's Parade.**

Chief Young stated that this event would be fairly brief and bearable to cover. It is a fun thing for kids. The Pumpkin Festival Children's Parade will be going from Main Ave to 12th street to City Park. There might be vendors where the gravel parking lot is located. East 12th to Linden Avenue will be closed.

Recommend to the City Council on the Application For Special Event Permit SE23-07 from the Crete Chamber of Commerce for the Pumpkin Festival Children's Parade. Carried with a motion by Anthony Fitzgerald and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye

Aye: 2, No: 0

**3.C. Consider a recommendation to the City Council on the Application For Special Event Permit SE23-08 from the Crete Chamber of Commerce for Crete's Great Pumpkin Festival.**

Chief of Police Gary Young stated that the plan for barricades is good and efficient and there are no problems there. City Administrator Tom Ourada reviewed the application and mentioned that the petting zoo would be on the street rather than in the gravel parking lot. Park and Recreation Director Liz Cody stated they have coordinated getting trash barrels.

Recommend to the City Council on the Application For Special Event Permit SE23-08 from the Crete Chamber of Commerce for Crete's Great Pumpkin Festival. Carried with a motion by Anthony Fitzgerald and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye

Aye: 2, No: 0

**3.D. Consider a recommendation to the City Council on lowering the age requirement to 18 years old with consent for fire department volunteers.**

Fire Chief Tod Allen stated that the intent is to get college freshmen with parental consent to join and volunteer all four years. Allen mentioned he would like to talk to the parents of potential volunteers and that they would also go through a 6 month training program. City Administrator Tom Ourada stated he checked with the insurance and labor laws.

Recommend to the City Council on lowering the age requirement to 18 years old with consent for fire department volunteers. Carried with a motion by Anthony Fitzgerald and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye

Aye: 2, No: 0

**3.E. Consider a recommendation to the City Council on eliminating the US citizenship requirements for fire department volunteers.**

Fire Chief Tod Allen stated that this was an oversight on the application. City Administrator Tom Ourada mentioned that to be consistent with hiring practices in all other City departments, there would be the same requirements. The newest employee is also on the Fire Department and he is not a citizen. All employees are verified to make sure they have work authorization documents.

Recommend to the City Council on eliminating the US citizenship requirements for fire department volunteers. Carried with a motion by Anthony Fitzgerald and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye

Aye: 2, No: 0

### **3.F. Discussion on allowing associate membership for the fire department for those that live outside our district.**

Fire Chief Tod Allen stated that this would be to help with transfers. This would allow other EMTs who happen to be in town to assist with rescue calls. The associate members would have to show up to our trainings or provide proof of their training (110 hours of EMT training). The associate membership would only be for EMT.

### **3.G. Consider a recommendation to the City Council on a 4-year service agreement for the Fire Department's Lifepak AED's.**

The Committee tabled this item to get some more information on questions they have regarding the lifespan of the Lifepak AED's.

Tabled a recommendation to the City Council on a 4-year service agreement for the Fire Department's Lifepak AED's. Carried with a motion by Anthony Fitzgerald and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye

Aye: 2, No: 0

## **4. Officers' Reports**

## **5. Adjournment**



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## CITY COUNCIL REGULAR MEETING

September 19<sup>th</sup>, 2023 at 6:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

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#### 1. Open Meeting

#### 2. Roll Call

Ashley Newmyer: Absent  
Dan Papik: Absent  
Tom Crisman: Present  
Anthony Fitzgerald: Present  
Kyle Frans: Present  
Dale Strehle: Present  
Present: 4, Absent: 2.

#### 3. Consent Agenda

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

- 3.A.1. September 5, 2023 City Council Budget Hearing minutes
- 3.A.2. September 5, 2023 City Council Minutes
- 3.A.3. September 5, 2023 Finance Committee Meeting minutes

September 19<sup>th</sup> 2023

- 3.A.4. September 5, 2023 Personnel Committee Meeting minutes
- 3.A.5. September 5, 2023 Public Safety Committee Meeting minutes
- 3.A.6. September 14, Airport Advisory Board Meeting minutes
- 3.B. Accept the City Treasurer's Report
- 3.C. Approve the Payment of Claims Against the City
  - 3.C.1. Approve Cline Williams invoices totaling \$22,080.06
- 3.D. Mayor's appointment of Kendra Locklear Ordia to the Historic Preservation Commission.  
Approved Meeting Minutes Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.  
Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

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

##### **4.A. Consider authorizing an additional 1% of restricted funds authority for fiscal year 2023-2024.**

City Administrator Tom Ourada explained that state statute allows the governing body to vote on an additional 1% increase in restricted funds authority. It does not increase the amount of taxes levied, but gives the additional authority to do so if needed in the future. The cumulative 1% compounds every year and thereafter. The Finance Committee recommends approval of the increase.

Approve an additional 1% of restricted funds authority for fiscal year 2023-2024. Carried with a motion by Kyle Frans and a second by Dale Strehle.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

##### **4.B. Consider adopting Resolution 2023-17: A resolution setting the amount of property tax request for fiscal year 2023-2024.**

Clerk-Treasurer Jerry Wilcox reported that state statute requires that if the property tax is different than in the prior year, a resolution is required. The resolution form is provided with the state budget forms. The Finance Committee recommends approval of the resolution.

Introduce and adopt Resolution 2023-17 setting the amount of property tax request for fiscal year 2023-2024. Carried with a motion by Kyle Frans and a second by Dale Strehle.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

##### **4.C. Consider enacting Ordinance 2178: An ordinance adopting the 2023-2024 budget statement as the Annual Appropriation Bill and appropriating all budgeted sums contained therein.**

City Clerk-Treasurer Jerry Wilcox reported that Ordinance 2178 adopts the 2023-2024 Budget Statement as developed through budget worksessions and the Public Hearing held September 5th, as the Annual Appropriations Bill. The Finance Committee recommends enacting the ordinance.

Introduce Ordinance 2178 and move that the statutory rule requiring three separate readings be suspended. Carried with a motion by Kyle Frans and a second by Dale Strehle.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye

Aye: 4, No: 0

Enact Ordinance 2178: An ordinance adopting the 2023-2024 budget statement as the Annual Appropriation Bill and appropriating all budgeted sums contained therein. Carried with a motion by Kyle Frans and a second by Dale Strehle.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye

Aye: 4, No: 0

**4.D. Consider enacting Ordinance 2177: An ordinance setting the wages and salaries of city officers and non-bargaining unit employees.**

Introduce Ordinance 2177 and move that the statutory rule requiring three separate readings be suspended. Carried with a motion by Kyle Frans and a second by Dale Strehle.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye

Aye: 4, No: 0

Enact Ordinance 2177: An ordinance setting the wages and salaries of city officers and non-bargaining unit employees. Carried with a motion by Kyle Frans and a second by Dale Strehle.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye

Aye: 4, No: 0

**4.E. Consider the MACH user agreement and price increase for the Crete Police Department.**

Chief of Police Gary Young stated that the system allows other similar equipped vehicles to communicate through chat features. Young stated that this is a useful tool for officers. It would be increasing by \$65 for a yearly total of \$377.00

Approve the MACH user agreement and price increase for the Crete Police Department Carried with a motion by Tom Crisman and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye

Aye: 4, No: 0

**4.F. Consider Russ Sears painting pumpkins on sidewalks**

City Administrator Tom Ourada mentioned that this would be for 12th and Main to be repainted. This item went to the Public Works Committee.

Approve Russ Sears painting pumpkins on sidewalks. Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye

Aye: 4, No: 0

**4.G. Consider the Butterfly Acres Final Plat.**

City Administrator Tom Ourada stated that this went to the Planning Commission and it meets all the City requirements.

Approve the Butterfly Acres Final Plat. Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye

Aye: 4, No: 0

**4.H. Consider plane washing rates on fee schedule.**

City Administrator Tom Ourada stated this was on the Airport Advisory Board. The Airport Manager brought this up from people requesting to have this available. One an FBO Fixed-Base Operator, occupies the maintenance hangar then the plane washing will be relinquished to them.

Approve the plane washing rates on fee schedule. Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

**4.I. Consider Third and Final reading on Ordinance No. 2176; An Ordinance of the City of Crete, Nebraska Relating to Annexation; To annex certain contiguous or adjacent land in part of the SE 1/4 of the NW 1/4 of Section 33, T8N, R4E; and to extend the corporate limits of the City.**

City Administrator Tom Ourada stated that this is for the 4 ft of land to be annexed to the Belohavy Estates.

Approve Ordinance 2176 on third reading. Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

Approve Ordinance 2176 on final reading. Carried with a motion by Dale Strehle and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

**4.J. Consider adopting Resolution No.2023-16; a resolution to establish officers approved to sign financial documents.**

This item also went to the Finance Committee.

Adopt Resolution No.2023-18; a resolution to establish officers approved to sign financial documents. Carried with a motion by Kyle Frans and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

**4.K. Consider the Application For Special Event Permit SE23-07 from the Crete Chamber of Commerce for the Pumpkin Festival Children's Parade.**

The Pumpkin Festival Children's Parade will be going from Main Ave to 12th street to City Park. There might be vendors where the gravel parking lot is located. East 12th to Linden Avenue will be closed.

Approve the Application For Special Event Permit SE23-07 from the Crete Chamber of Commerce for the Pumpkin Festival Children's Parade. Carried with a motion by Tom Crisman and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

**4.L. Consider the Application For Special Event Permit SE23-08 from the Crete Chamber of Commerce for Crete's Great Pumpkin Festival.**

This item went to the Public Safety Committee where Chief of Police Gary Young stated that the plan for barricades is good and efficient and there are no problems there. City Administrator Tom Ourada reviewed the application and mentioned that the petting zoo would be on the street rather than in the gravel parking lot. Park and Recreation Director Liz Cody stated they have coordinated getting trash barrels.

Approve the Application For Special Event Permit SE23-08 from the Crete Chamber of Commerce for Crete's Great Pumpkin Festival. Carried with a motion by Tom Crisman and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

**4.M. Consider College Park 2nd Addition (Dittmer and Dittmer Administrative Subdivision)**

City Administrator Tom Ourada stated that this technically meets all the standards.

Approve College Park 2nd Addition (Dittmer and Dittmer Administrative Subdivision) Carried with a motion by Dale Strehle and a second by Anthony Fitzgerald.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

**4.N. Approve payment of claims to Crete Ace Hardware in the amount of \$1,140.60**

Approved payment of claims to Crete Ace Hardware in the amount of \$1,140.60 Carried with a motion by Dale Strehle and a second by Tom Crisman.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

**4.O. Consider lowering the age requirement to 18 years old with consent for fire department volunteers.**

This item also went to the Public Safety Committee where Fire Chief Tod Allen stated that the intent is to get college freshmen with parental consent to join and volunteer all four years. Allen mentioned he would like to talk to the parents of potential volunteers and that they would also go through a 6-month training program. City Administrator Tom Ourada stated he checked with the insurance and labor laws.

Approved lowering the age requirement to 18 years old with consent for fire department volunteers. Carried with a motion by Tom Crisman and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

**4.P. Consider eliminating the US citizenship requirements for fire department volunteers.**

This item went to the Public Safety Committee where Fire Chief Tod Allen stated that this was an oversight on the application. City Administrator Tom Ourada mentioned that to be consistent with hiring practices in all other City departments, there would be the same requirements.

Approved eliminating the US citizenship requirements for fire department volunteers. Carried with a motion by Tom Crisman and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

**4.Q. Consider a 4-year service agreement for the Fire Department's Lifepak AED's.**

This item went to the Public Safety Committee and there are some questions.

Tabled to consider a 4-year service agreement for the Fire Department's Lifepak AED's.  
Carried with a motion by Tom Crisman and a second by Kyle Frans.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

**4.R. Consider the retirement correction contribution in the amount of \$87,383.62.**

City Administrator Tom Ourada stated that this is something they discovered earlier this year. When Union Bank took over the plan, the overtime calculations were wrong and the City owes \$87,383.62 to hourly employees that were employed by the City from 2015 until the beginning of 2023.

Approved the retirement correction contribution in the amount of \$87,383.62. Carried with a motion by Kyle Frans and a second by Dale Strehle.

Tom Crisman: Aye, Anthony Fitzgerald: Aye, Kyle Frans: Aye, Dale Strehle: Aye  
Aye: 4, No: 0

**4.S. Consider the FOP Agreement for fiscal year 23-24**

This item was voted on at the last City Council meeting on September 5th 2023.

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

**6. Officers' Reports**

- Library Director, Joy Stevenson stated the following:
  - Crete Public Library applied for NASA at my library and is the only library in Nebraska that won the scholarship.
  - Will be hosting a solar eclipse viewing on Saturday, October 14<sup>th</sup> 2023 at 11:45am.
  - The Friends of the Library have budgeted \$1,200 to purchase items for the Library of Things.
  - There will be a survey in Spanish and English people can take to help establish the Library of Things. Patrons can select items on the survey such as catering items, metal detector, and many more options. There are currently about 100 cake pans available for people to check out.
- Chief of Police Gary Young, mentioned the following:
  - The Gray Key License that the council approved the Police Department to purchase has already been in use in a child sexual assault case. Normally they would have only been able to retrieve about 4 gigs from a phone and the Gray Key program allowed them to

retrieve 25 gigs from a phone. The technology has already paid off benefits in the last two weeks.

- Someone drove into a tree by the Police Station and tore up the newly installed sod. Jindra Irrigation will be providing an estimate.
- Parks and Recreation Director, Liz Cody commented on the following:
  - Thanked the City Council for moving forward to allow the property acquisition for the sports complex.
  - Thanked the City Council for allowing the City to apply for the Reconnecting Communities and Neighborhoods (RCN) Program grant.
  - Thanked City Administrator Tom Ourada for adding Parks and Rec on Special Event Applications and other Applications.
  - Received an estimate for a metal roof for the bath house of about \$67,000.
  - They anticipate beatification efforts before Crete's Great Pumpkin Festival
  - Cody will be attending the 2023 Annual Nebraska Recreation and Park Association Conference 'Spectrum of Opportunities' in Papillion.
  - Cody has been coordinating with Library Director Joy Stevenson and other Library staff to battle the bag worm infestation
  - Programing continues to be busy with flag football, coed softball, races, and soccer. There have been bon fires and the camp grounds continue to be used.
  - The Boy Scouts are working on trail restorations.
- City Administrator Tom Ourada stated the following:
  - Thinking about small grant opportunities for the Community Room and how to structure that for economic development dollars.
  - Community Assistance Director Marilyn Schacht collaborated with the Department of Labor and they had over double the vendors for job fairs this year.
  - Had a meeting to see all the options for the county wide dispatch and everything went well. The Chair of the Public Safety Committee, Sheriff, Saline County Commissioner.
  - There will be a walk through with the 22<sup>nd</sup> Street Culvert
  - The Annual League Conference will be in Lincoln, NE on September 27<sup>th</sup>-29<sup>th</sup> 2023.
  - The City of Crete Employee Recognition Dinner will be on September 21<sup>st</sup> 2023.
  - Ourada thanked the City Council for passing the budget and wage ordinance.
- Mayor Bauer stated that the next City Council meeting on October 3<sup>rd</sup>, 2023 at 6:00 p.m. will be at the Crete Carrier Community Room located at 1515 Forest Ave and will be a combined meeting with the Planning Commission for a presentation from Confluence about the Comprehensive Plan.

## **6.A. Support Citizens With Intellectual Disabilities Week Proclamation**

Mayor Bauer read the Support Citizens With Intellectual Disabilities Week Proclamation.

## **7. Adjournment**

The meeting adjourned at 6:46 p.m.

CITY COUNCIL  
CLAIMS PAID

<b>PAYEE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
AMAZON CAPITAL SERVICES	SUPPLIES	\$26.64
CDW GOVERNMENT INC	COMPUTERS	\$56.92
CITY PAYROLL FUND	WAGES	\$1,646.27
CITY REVENUE FUND	SALES TAX	\$98.20
CULLIGAN WATER SERVICE	DRINKING WATER	\$53.00
NORRIS PUBLIC POWER DISTRICT	ELECTRICITY	\$898.58
ONE SOURCE THE BACKGROUND CHECK	BACKGROUND CHECK	\$19.00
ROEHR'S MACHINERY INC	TRACTOR SHREDDER REPAIR	\$570.78
VERIZON WIRELESS	CELL PHONE	\$73.85
WASTE CONNECTIONS OF NEBRASKA	SERVICES	\$95.64
WILBER WINDOW & DOORS	STEEL DOORS	\$3,940.00
WINDSTREAM	PHONE LINES	\$155.90
<b>AIRPORT FUND</b>	<b>SUBTOTAL</b>	<b>\$7,634.78</b>
ADILIA CHICAS CANO	CONSUMER DEPOSIT REFUND	\$14.73
CITY REVENUE FUND	CONSUMER DEPOSIT APPLIED	\$2,012.82
CRETE HILLSIDE DEVELOPMENT GROUP	CONSUMER DEPOSIT REFUND	\$1,750.00
KELLAN VOGGESSER	CONSUMER DEPOSIT REFUND	\$110.00
MARCELYN HILDEBRAND	CONSUMER DEPOSIT REFUND	\$143.64
MARIA BERRERA	CONSUMER DEPOSIT REFUND	\$58.81
<b>CONSUMER DEPOSITS</b>	<b>SUBTOTAL</b>	<b>\$4,090.00</b>
319 LLC	UTILITY REFUND	\$65.00
AMAZON CAPITAL SERVICES	SUPPLIES	\$9.99
AQUA-CHEM INC	CHEMICALS	\$749.40
BELOHLAVY ESTATES LP	UTILITY REFUND	\$129.60
CAPITAL BUSINESS SYSTEMS INC	COPIER SUPPORT	\$117.21
CASELLE, INC.	SOFTWARE SUPPORT	\$1,682.61
CITY PAYROLL FUND	WAGES	\$83,607.46
CLINE WILLIAMS LLP	LEGAL SERVICES	\$9,766.80
CONCRETE INDUSTRIES INC	SUPPLIES	\$50.00
CONSTELLATION NEW ENERGY GAS	NATURAL GAS	\$521.52
CORE & MAIN LP	SUPPLIES	\$108.58
CRETE ACE HARDWARE	SUPPLIES	\$409.11
CRETE LUMBER & FARM SUPPLY CO	SUPPLIES	\$23.74
DEPT. OF ENERGY W.A.P.A.	PURCHASED POWER	\$33,798.53
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$119.15
ELLIOTT EQUIPMENT CO	SERVICES	\$7,490.00
FARMERS COOPERATIVE	FUEL	\$25,151.54
FES	ANNUAL WEB HOSTING	\$1,350.00
JAY'S OIL CO	TIRE REPAIR	\$60.00
JEO CONSULTING GROUP INC.	ENGINEERING	\$3,310.00
KIDWELL	NETWORK SUPPORT	\$60.00
LINCOLN WINWATER WORKS	SUPPLIES	\$2,010.37
MAX I WALKER UNIFORM & APPAREL	UNIFORMS	\$151.64
MCI VERIZON	TOLL FREE LINE	\$15.89
MIDWEST LABORATORIES INC	LABS	\$2,451.67

SEPTEMBER 19, 2023

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CITY COUNCIL  
CLAIMS PAID

<b>PAYEE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
MURRAY CUSTOM HOMES	UTILITY REFUND	\$26.33
NAPA AUTO PARTS	PARTS	\$119.61
NE DEPT OF REVENUE	SALES TAX	\$43,124.13
NE PUBLIC HEALTH ENVIRONMENTAL LAB	LABS	\$17.00
NEBRASKALAND TIRE INC	TIRE REPAIR	\$27.99
NORRIS PUBLIC POWER DISTRICT	ELECTRICITY	\$9,945.63
ONE CALL CONCEPTS INC	LOCATING SERVICE FEE	\$218.68
ONE SOURCE THE BACKGROUND CHECK	BACKGROUND CHECK	\$62.25
QUADIENT FINANCE USA INC	POSTAGE	\$275.00
RAILROAD MANAGEMENT CO III	LEASES	\$1,258.47
SARGENT DRILLING	WELL SERVICE	\$5,375.00
SID DILLON FORD	OIL & FILTER	\$61.86
UPS	POSTAGE	\$20.05
USABLUBOOK	SUPPLIES	\$571.02
VERIZON WIRELESS	PHONES	\$452.69
WASTE CONNECTIONS OF NEBRASKA INC	SERVICES	\$42,610.66
WINDSTREAM	PHONE LINES	\$487.83
<b>UTILITY FUNDS</b>	<b>SUBTOTAL</b>	<b>\$277,864.01</b>
911 CUSTOM	SUPPLIES	\$42.99
AMAZON CAPITAL SERVICES	SUPPLIES	\$669.77
ANGEL ARMOR	SUPPLIES	\$1,348.00
AW WINDOW WASHING	WINDOW CLEANING	\$150.00
BAKER & TAYLOR	BOOKS/MAGAZINES	\$844.16
BEATRICE CONCRETE CO	CONCRETE	\$2,349.26
BEATRICE YMCA	TRAINING	\$225.00
BELL, SETH	COACHING REFUND	\$45.00
BLACK HILLS ENERGY	NATURAL GAS	\$52.82
CANON FINANCIAL SERVICES	COPIER LEASE	\$255.00
CAPITAL BUSINESS SYSTEMS INC	COPIER SUPPORT	\$614.69
CASELLE, INC.	SOFTWARE SUPPORT	\$933.39
CATHER & SONS CONSTRUCTION INC	ASPHALT	\$751.50
CDW GOVERNMENT INC	COMPUTERS	\$1,157.33
CITY PAYROLL FUND	WAGES	\$127,941.39
CITY REVENUE FUND	FUEL	\$5,743.88
CITY REVENUE FUND	SALES TAX	\$1,337.88
CLINE WILLIAMS LLP	LEGAL SERVICES	\$13,010.26
CONCRETE INDUSTRIES INC	SUPPLIES	\$70.00
CRETE ACE HARDWARE	SUPPLIES	\$731.49
CRETE AREA MEDICAL CENTER	ALS SERVICE FEE	\$4,633.20
CRETE FOODMART	SUPPLIES	\$27.26
CULLIGAN WATER SERVICE	SOFTNER SALT	\$164.50
DUNHAM, JASON	COACHING REFUND	\$45.00
EAKES OFFICE SOLUTIONS	OFFICE SUPPLIES	\$522.74
FES	ANNUAL WEB HOSTING	\$2,250.00
FIRST WIRELESS	WIRELESS MICROPHONE REPLACEMENTS	\$514.96

CITY COUNCIL  
CLAIMS PAID

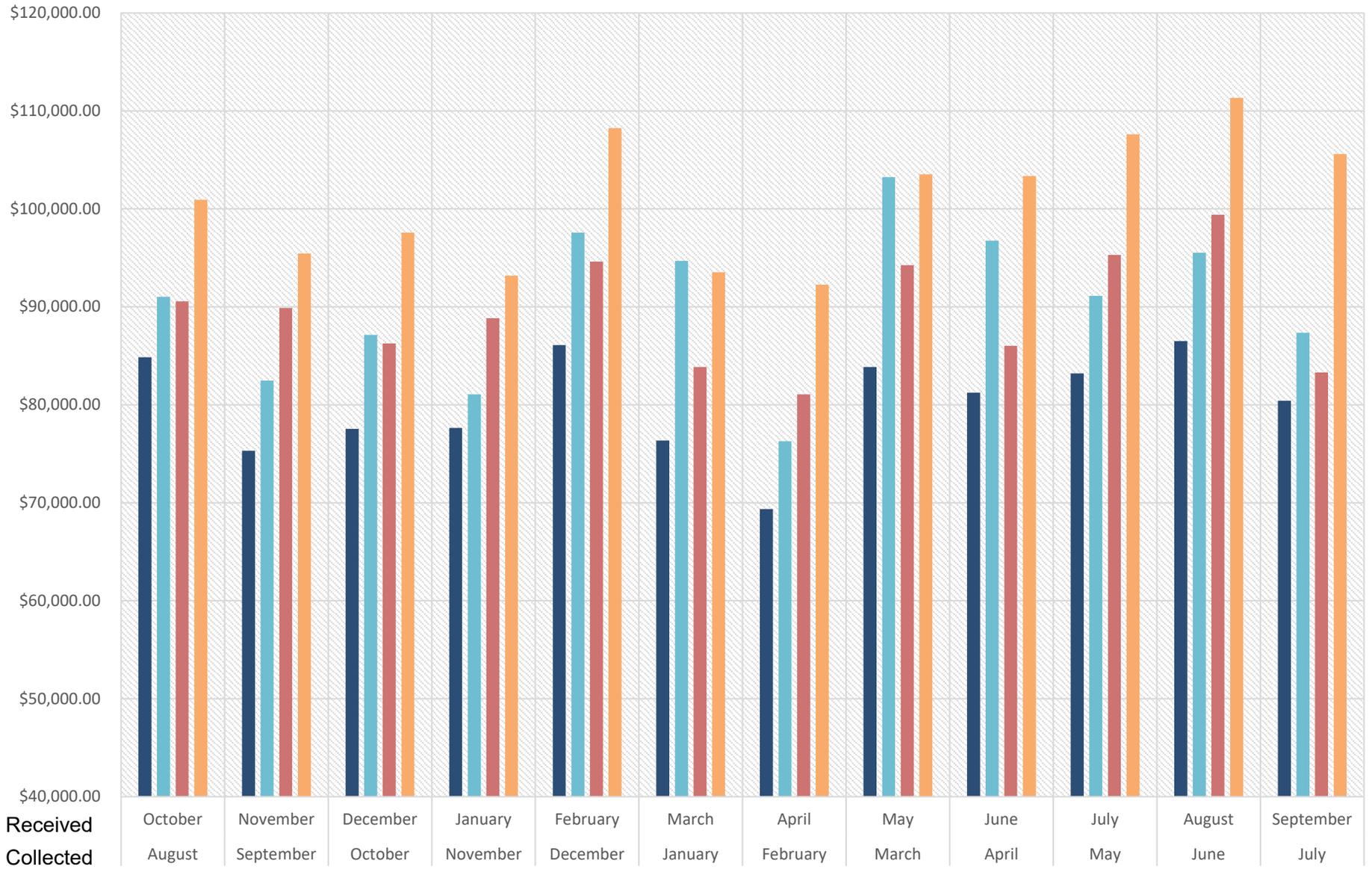
<b>PAYEE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
FREW, AMBER	COACHING REFUND	\$45.00
GRIFFIN, TRENTON	COACHING REFUND	\$45.00
HEIMAN INC	SUPPLIES	\$334.13
JEO CONSULTING GROUP INC.	ENGINEERING	\$6,813.00
KIDWELL	NETWORK SUPPORT	\$190.00
KOHOUT, KYLE	COACHING REFUND	\$45.00
MATHESON TRI-GAS INC	OXYGEN	\$139.50
MCI VERIZON	TOLL FREE LINE	\$48.00
MIDWEST TAPE LLC	BOOKS/MAGAZINES	\$59.99
MVIX	SOFTWARE SUPPORT	\$243.96
NAPA AUTO PARTS	PARTS	\$378.61
NE DEPT OF TRANSPORATION	SIGNAL REPAIRS	\$1,207.80
NEBRASKA LIFE MAGAZINE	RENEWAL	\$52.00
NEBRASKA.GOV	JUSTICE CASE LISTING	\$10.00
NeRPA	CONFERENCE REGISTRATION	\$180.00
NORRIS PUBLIC POWER DISTRICT	UTILITIES	\$10.09
NORTHERN SAFETY CO. INC.	SAFETY EQUIPMENT	\$69.71
ONE BILLING SOLUTIONS LLC	EMS BILLING	\$4,989.94
ONE SOURCE THE BACKGROUND CHECK	BACKGROUND CHECK	\$4.75
PACE PAYMENT SYSTEMS INC	MYGOV ONLINE PAYMENTS	\$5.00
PAPER TIGER SHREDDING	PAPER SHREDDING	\$60.00
QUADIENT FINANCE USA INC	POSTAGE	\$225.00
QUALITY SOUND & COMMUNICATIONS	WATER COOLER	\$147.00
ROHRIG, AUSTIN	COACHING REFUND	\$45.00
SALINE CO. AREA TRANSIT	TRANSPORT SERVICES	\$30.00
SAPP BROS PETROLEUM	FUEL	\$1,145.66
SAWTELLE, JODY	2023 FLAG FOOTBALL REFUND	\$80.00
SCHAEFER'S	ICE MAKER	\$2,147.00
SCHOOL LIBRARY JOURNAL	RENEWAL	\$136.99
SEWARD COUNTY INDEPENDENT	PUBLISHING	\$440.75
SID DILLON FORD	SERVICES	\$56.06
SIEDHOFF BODY SHOP	TOWING	\$150.00
SPECTRUM	INTERNET	\$125.77
SPRING CREEK AUDUBON CENTER	PROGRAMS	\$84.00
STERI-CLEAN NEBRASKA	SUPPLIES	\$350.00
STEVENSON, JOY	REIMBURSEMENTS	\$8.69
TERRYBERRY	MISC. OPERATING	\$97.15
VERIZON WIRELESS	PHONES	\$963.14
WASTE CONNECTIONS OF NEBRASKA INC	SERVICES	\$807.83
WINDSTREAM	PHONE LINES	\$1,854.74
YARD BOSS	LAWN SERVICE	\$120.00
<b>TAX FUNDS</b>	<b>WAGES</b>	<b>\$190,377.73</b>
<b>ALL FUNDS</b>	<b>TOTAL</b>	<b>\$479,966.52</b>

9/21/2023

## City of Crete Sales Tax Receipts

Month Collected by Retail	Month Received by City	FY2021 Gen. Fund	Change 2020 - 2021	FY2022 Gen. Fund	Change Gen. Fund	FY2023 Gen. Fund	Change Gen. Fund	5 Year Average	LB840 Program	LB 357 Bond	LB 357 Public Safety	LB 357 Reserve	Refunds
August	October	\$91,019.82	-3.70%	\$90,562.71	-0.50%	\$100,946.22	11.47%	\$84,867.62	\$50,473.11	\$21,000.00	\$10,500.00	\$18,973.11	(\$4,873.85)
September	November	\$82,476.13	26.54%	\$89,891.94	8.99%	\$95,435.14	6.17%	\$75,319.18	\$47,717.57	\$21,000.00	\$10,500.00	\$16,217.57	\$0.00
October	December	\$87,142.15	12.28%	\$86,263.66	-1.01%	\$97,592.24	13.13%	\$77,547.71	\$48,796.12	\$21,000.00	\$10,500.00	\$17,296.12	(\$2,433.43)
November	January	\$81,061.09	2.17%	\$88,837.18	9.59%	\$93,189.55	4.90%	\$77,647.97	\$46,594.77	\$21,000.00	\$10,500.00	\$15,094.77	(\$8,631.44)
December	February	\$97,584.70	17.58%	\$94,625.07	-3.03%	\$108,244.80	14.39%	\$86,097.49	\$54,122.40	\$21,000.00	\$10,500.00	\$22,622.40	\$0.00
January	March	\$94,685.89	24.12%	\$83,860.75	-11.43%	\$93,536.46	11.54%	\$76,356.03	\$46,768.23	\$21,000.00	\$10,500.00	\$15,268.23	(\$18.69)
February	April	\$76,291.34	16.75%	\$81,072.44	6.27%	\$92,271.35	13.81%	\$69,367.38	\$46,135.68	\$21,000.00	\$10,500.00	\$14,635.68	\$0.00
March	May	\$103,246.38	32.68%	\$94,261.86	-8.70%	\$103,537.01	9.84%	\$83,858.04	\$51,768.51	\$21,000.00	\$10,500.00	\$20,268.51	(\$103.15)
April	June	\$96,756.13	38.48%	\$86,024.43	-11.09%	\$103,361.32	20.15%	\$81,233.46	\$51,680.66	\$21,000.00	\$10,500.00	\$20,180.66	\$0.00
May	July	\$91,114.61	22.82%	\$95,288.64	4.58%	\$107,615.66	12.94%	\$83,196.01	\$53,807.83	\$21,000.00	\$10,500.00	\$22,307.83	(\$2,222.24)
June	August	\$95,507.91	10.00%	\$99,404.95	4.08%	\$111,328.69	12.00%	\$86,519.30	\$55,664.34	\$21,000.00	\$10,500.00	\$24,164.34	\$0.00
July	September	\$87,368.56	4.88%	\$83,299.71	-4.66%	\$105,594.67	26.76%	\$80,416.44	\$52,797.33	\$21,000.00	\$10,500.00	\$21,297.33	(\$364.88)
<b>Totals</b>		\$1,084,254.67	17.05%	\$1,073,393.32	-0.58%	\$1,212,653.08	13.09%	\$962,426.65	\$606,326.54	\$252,000.00	\$126,000.00	\$228,326.54	(\$18,647.68)
						\$1,105,000.00	Budgeted Transfer to General Fund						
						Net Receipts	Monthly Transfer to General Fund						
						\$101,054.42	Average Net Receipts						
						\$92,083.33	Required						

# City of Crete Net 1% Sales Tax Receipts



■ 5 Year Average 
 ■ 2020-2021 
 ■ 2021-2022 
 ■ 22-23



Report Criteria:

Vendor.Vendor number = 0-1059,1061-99999999

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>AKRS EQUIPMENT (80)</b>								
AKRS EQUIPMENT	1	Invoice	JD LAWN MOWER REPLA	09/13/2023	366.28		10/23	601-5791
AKRS EQUIPMENT	1	Invoice	PARTS CREDIT	03/17/2023	86.85-		10/23	401-5801
Total AKRS EQUIPMENT (80):					279.43			
<b>ALL COPY PRODUCTS INC (100)</b>								
ALL COPY PRODUCTS INC	1	Invoice	KONICA LEASE	09/16/2023	292.68		10/23	701-9740
Total ALL COPY PRODUCTS INC (100):					292.68			
<b>AMAZON BUSINESS (6116)</b>								
AMAZON BUSINESS	1	Invoice	PROGRAM EXPENSE	08/17/2023	220.86		10/23	701-6210
AMAZON BUSINESS	1	Invoice	ICE MACHINE FILTER & C	09/18/2023	63.94		10/23	531-6473
AMAZON BUSINESS	1	Invoice	CREDIT MEMO	09/26/2023	71.01-		10/23	101-8500
AMAZON BUSINESS	1	Invoice	POLICE EQUIPMENT	09/28/2023	113.40		10/23	531-6477
AMAZON BUSINESS	1	Invoice	OFFICE SUPPLIES	09/27/2023	35.48		10/23	701-9900
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	09/27/2023	35.95		10/23	701-5691
AMAZON BUSINESS	1	Invoice	BOOKS/MAGAZINES	09/27/2023	9.79		10/23	701-5691
AMAZON BUSINESS	1	Invoice	REPLACEMENTS	09/29/2023	21.99		10/23	701-5693
AMAZON BUSINESS	1	Invoice	MICROPHONE AMPLIFIE	09/29/2023	22.73		10/23	101-8500
Total AMAZON BUSINESS (6116):					453.13			
<b>AVANTE PROPERTIES PC (6384)</b>								
AVANTE PROPERTIES PC	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500
Total AVANTE PROPERTIES PC (6384):					110.00			
<b>BAKER &amp; TAYLOR (370)</b>								
BAKER & TAYLOR	1	Invoice	BOOKS/MAGAZINES	09/13/2023	136.11		10/23	701-5691
Total BAKER & TAYLOR (370):					136.11			
<b>BEATRICE CONCRETE CO (440)</b>								
BEATRICE CONCRETE CO	1	Invoice	RND NAIL STAKES	09/11/2023	40.00		10/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CRUSHED CONCRETE	09/13/2023	59.76		10/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	4" FOAM EXP JOINT 50'	09/14/2023	11.50		10/23	401-5980

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCR N WEeping W	09/15/2023	128.70		10/23	401-5980
BEATRICE CONCRETE CO	2	Invoice	RND NAIL STAKES	09/15/2023	160.00		10/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	09/12/2023	432.88		10/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	09/14/2023	1,870.58		10/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	47B ROCK	09/20/2023	100.62		10/23	511-5980
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCR N WEeping W	09/20/2023	116.61		10/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	1-1/2 SCR N WEeping W	09/26/2023	109.98		10/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	09/20/2023	974.67		10/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	09/21/2023	712.60		10/23	401-5980
BEATRICE CONCRETE CO	1	Invoice	CONCRETE	09/26/2023	400.84		10/23	401-5980
Total BEATRICE CONCRETE CO (440):					5,118.74			
<b>BIZCO TECHNOLOGIES (6233)</b>								
BIZCO TECHNOLOGIES	1	Invoice	ANTENNAS	04/27/2023	656.44		10/23	531-6420
Total BIZCO TECHNOLOGIES (6233):					656.44			
<b>BLACK HILLS ENERGY (495)</b>								
BLACK HILLS ENERGY	1	Invoice	4163-7774-56 1440 LINDE	09/18/2023	490.90		10/23	001-7040
BLACK HILLS ENERGY	1	Invoice	9755-6163-66 239 E 13TH	09/26/2023	40.53		10/23	501-7530
BLACK HILLS ENERGY	1	Invoice	2392-3387-65 1426 MAIN	09/26/2023	40.53		10/23	502-7530
BLACK HILLS ENERGY	1	Invoice	0865-5518-13 1515 FORE	09/26/2023	525.82		10/23	701-7530
BLACK HILLS ENERGY	1	Invoice	4432-1028-11 485 S MAIN	09/26/2023	81.26		10/23	003-7530
BLACK HILLS ENERGY	1	Invoice	7206-4149-30 701 E 4TH	09/26/2023	40.53		10/23	522-7530
BLACK HILLS ENERGY	1	Invoice	8736-9394-41 137 W 13T	09/26/2023	43.57		10/23	810-5210
Total BLACK HILLS ENERGY (495):					1,263.14			
<b>BLANCA CARDENAS DE CHAVEZ (6360)</b>								
BLANCA CARDENAS DE CHAVEZ	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	160.00		10/23	001-3500
Total BLANCA CARDENAS DE CHAVEZ (6360):					160.00			
<b>BLUE RIVER ARTS COUNCIL INC (5762)</b>								
BLUE RIVER ARTS COUNCIL INC	1	Invoice	ISIS THEATRE RENOVATI	08/31/2023	164,850.58		10/23	801-5753
Total BLUE RIVER ARTS COUNCIL INC (5762):					164,850.58			
<b>BNSF RAILWAY COMPANY (530)</b>								
BNSF RAILWAY COMPANY	1	Invoice	LEASE 10-1-23 THRU 9-3	09/15/2023	2,407.05		10/23	001-9690

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total BNSF RAILWAY COMPANY (530):					2,407.05			
<b>BOUND TREE MEDICAL LLC (5598)</b>								
BOUND TREE MEDICAL LLC	1	Invoice	MEDICAL SUPPLIES	09/21/2023	493.92		10/23	302-5341
Total BOUND TREE MEDICAL LLC (5598):					493.92			
<b>BRIAN PICKERING (6363)</b>								
BRIAN PICKERING	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500
Total BRIAN PICKERING (6363):					110.00			
<b>CANON FINANCIAL SERVICES INC (5778)</b>								
CANON FINANCIAL SERVICES INC	1	Invoice	SERVICE CONTRACT	09/25/2023	51.00		10/23	101-9740
CANON FINANCIAL SERVICES INC	2	Invoice	SERVICE CONTRACT	09/25/2023	51.00		10/23	201-9740
CANON FINANCIAL SERVICES INC	3	Invoice	SERVICE CONTRACT	09/25/2023	51.00		10/23	401-9740
CANON FINANCIAL SERVICES INC	4	Invoice	SERVICE CONTRACT	09/25/2023	51.00		10/23	721-9740
CANON FINANCIAL SERVICES INC	5	Invoice	SERVICE CONTRACT	09/25/2023	51.00		10/23	701-9740
Total CANON FINANCIAL SERVICES INC (5778):					255.00			
<b>CDW GOVERNMENT INC (750)</b>								
CDW GOVERNMENT INC	1	Invoice	TONER CARTRIDGE	09/08/2023	83.94		10/23	001-9900
CDW GOVERNMENT INC	1	Invoice	PRINTER / TONER CART	09/08/2023	603.24		10/23	001-9900
CDW GOVERNMENT INC	1	Invoice	TONER CARTRIDGE	09/12/2023	70.44		10/23	001-9900
CDW GOVERNMENT INC	1	Invoice	ADO CORP ACROBAT ST	09/14/2023	344.96		10/23	101-5452
Total CDW GOVERNMENT INC (750):					1,102.58			
<b>CENTER POINT LARGE PRINT (765)</b>								
CENTER POINT LARGE PRINT	1	Invoice	BOOKS/MAGAZINES	09/03/2023	48.54		10/23	701-5691
Total CENTER POINT LARGE PRINT (765):					48.54			
<b>CESAR SANDOVAL (6371)</b>								
CESAR SANDOVAL	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	160.00		10/23	001-3500
Total CESAR SANDOVAL (6371):					160.00			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>CHAD RUDEBUSCH (6379)</b>								
CHAD RUDEBUSCH	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500
Total CHAD RUDEBUSCH (6379):					110.00			
<b>CHARPEN PROPERTIES LLC (6355)</b>								
CHARPEN PROPERTIES LLC	1	Invoice	131 W 13TH RENOVATIO	09/12/2023	1,261.20		10/23	801-5755
Total CHARPEN PROPERTIES LLC (6355):					1,261.20			
<b>CITY REVENUE FUND (860)</b>								
CITY REVENUE FUND	1	Invoice	FUEL OIL RECOVERY	10/01/2023	61.65		10/23	001-7090
CITY REVENUE FUND	2	Invoice	GAS PUMPS	10/01/2023	56.42		10/23	001-9670
CITY REVENUE FUND	3	Invoice	WATER (4)	10/01/2023	10,416.78		10/23	002-7100
CITY REVENUE FUND	4	Invoice	SEWER	10/01/2023	1,524.75		10/23	003-7530
CITY REVENUE FUND	5	Invoice	GENERAL (POLICE 1)	10/01/2023	789.12		10/23	201-5215
CITY REVENUE FUND	6	Invoice	GENERAL (POLICE 8)	10/01/2023	33.00		10/23	201-5610
CITY REVENUE FUND	7	Invoice	CITY HALL	10/01/2023	976.79		10/23	501-7530
CITY REVENUE FUND	8	Invoice	STREET & GRADE (6)	10/01/2023	3,431.91		10/23	401-7530
CITY REVENUE FUND	9	Invoice	STREET & GRADE (7)	10/01/2023	165.47		10/23	401-5890
CITY REVENUE FUND	10	Invoice	FIRE MAINT.	10/01/2023	828.03		10/23	301-7530
CITY REVENUE FUND	11	Invoice	CEMETERY	10/01/2023	38.73		10/23	601-7530
CITY REVENUE FUND	12	Invoice	SAN. LANDFILL	10/01/2023	63.94		10/23	511-7530
CITY REVENUE FUND	13	Invoice	LIBRARY	10/01/2023	1,657.22		10/23	701-7530
CITY REVENUE FUND	14	Invoice	PARK & REC	10/01/2023	1,586.99		10/23	521-7530
CITY REVENUE FUND	15	Invoice	THEATRE	10/01/2023	96.15		10/23	810-5210
CITY REVENUE FUND	16	Invoice	SWIMMING POOL	10/01/2023	80.27		10/23	522-7530
CITY REVENUE FUND	17	Invoice	COMM. DEVELOP.	10/01/2023	101.48		10/23	101-6201
CITY REVENUE FUND	18	Invoice	CHARGING STATION	10/01/2023	.00		00/00	001-9890
CITY REVENUE FUND	19	Invoice	COMMUNITY ROOM	10/01/2023	552.41		10/23	503-7530
CITY REVENUE FUND	1	Invoice	ELECTRIC	10/01/2023	68.39		10/23	001-7060
CITY REVENUE FUND	2	Invoice	POLICE	10/01/2023	41.17		10/23	201-5215
CITY REVENUE FUND	3	Invoice	CITY HALL	10/01/2023	35.91		10/23	501-7530
CITY REVENUE FUND	4	Invoice	STREET & GRADE	10/01/2023	36.78		10/23	401-7530
CITY REVENUE FUND	5	Invoice	FIRE MAINT.	10/01/2023	34.15		10/23	301-7530
CITY REVENUE FUND	6	Invoice	LIBRARY	10/01/2023	24.76		10/23	701-7530
CITY REVENUE FUND	7	Invoice	PARK BLDG	10/01/2023	.00		00/00	721-7530
CITY REVENUE FUND	8	Invoice	SWIMMING POOL	10/01/2023	.00		00/00	522-7530
CITY REVENUE FUND	9	Invoice	THEATRE	10/01/2023	.00		00/00	810-5210
CITY REVENUE FUND	10	Invoice	PARK & REC	10/01/2023	175.28		10/23	521-7530
CITY REVENUE FUND	11	Invoice	COMMUNITY ROOM	10/01/2023	8.25		10/23	503-7530

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
CITY REVENUE FUND	1	Invoice	ELECTRIC	10/01/2023	132.40		10/23	001-7060
CITY REVENUE FUND	2	Invoice	SEWER REV	10/01/2023	520.03		10/23	003-7530
CITY REVENUE FUND	3	Invoice	POLICE	10/01/2023	194.79		10/23	201-5215
CITY REVENUE FUND	4	Invoice	CITY HALL	10/01/2023	92.70		10/23	501-7530
CITY REVENUE FUND	5	Invoice	STREET & GRADE	10/01/2023	63.46		10/23	401-7530
CITY REVENUE FUND	6	Invoice	FIRE MAINT.	10/01/2023	80.73		10/23	301-7530
CITY REVENUE FUND	7	Invoice	CEMETERY	10/01/2023	23.07		10/23	601-7530
CITY REVENUE FUND	8	Invoice	LANDFILL	10/01/2023	.00		00/00	511-7530
CITY REVENUE FUND	9	Invoice	LIBRARY	10/01/2023	179.60		10/23	701-7530
CITY REVENUE FUND	10	Invoice	PARKS & REC	10/01/2023	616.51		10/23	521-7530
CITY REVENUE FUND	11	Invoice	THEATRE	10/01/2023	36.89		10/23	810-5210
CITY REVENUE FUND	12	Invoice	SWIMMING POOL	10/01/2023	232.96		10/23	522-7530
CITY REVENUE FUND	13	Invoice	PARK BLDG	10/01/2023	.00		00/00	721-7530
CITY REVENUE FUND	14	Invoice	AIRPORT	10/01/2023	16.57		10/23	050-7530
CITY REVENUE FUND	15	Invoice	COMMUNITY ROOM	10/01/2023	59.86		10/23	503-7530
CITY REVENUE FUND	1	Invoice	CONSUMER DEPOSIT AP	10/03/2023	110.00		10/23	001-3500
Total CITY REVENUE FUND (860):					25,245.37			
<b>CIVICPLUS LLC (5638)</b>								
CIVICPLUS LLC	1	Invoice	SOFTWARE LICENSE 10-	10/01/2023	2,200.00		10/23	101-5750
Total CIVICPLUS LLC (5638):					2,200.00			
<b>COMMONWEALTH ELECTRIC COM (925)</b>								
COMMONWEALTH ELECTRIC COM	1	Invoice	REPAIR FIBER	09/19/2023	500.86		10/23	001-8055
Total COMMONWEALTH ELECTRIC COM (925):					500.86			
<b>CONSTRUCTORS INC (965)</b>								
CONSTRUCTORS INC	1	Invoice	PRJ #23-015 2022 STREE	09/20/2023	343,495.75		10/23	532-6381
Total CONSTRUCTORS INC (965):					343,495.75			
<b>CRETE FOODMART (GEN) (1095)</b>								
CRETE FOODMART (GEN)	1	Invoice	LAB SUPPLIES	09/19/2023	29.80		10/23	003-7282
Total CRETE FOODMART (GEN) (1095):					29.80			
<b>CRETE LUMBER &amp; FARM SUPPLY CO (1110)</b>								
CRETE LUMBER & FARM SUPPLY CO	1	Invoice	U MIX CONCRETE 60LB	09/27/2023	58.90		10/23	401-5880

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total CRETE LUMBER & FARM SUPPLY CO (1110):					58.90			
<b>CRETE POSTMASTER (1120)</b>								
CRETE POSTMASTER	1	Invoice	UTILITY POSTAGE	09/29/2023	407.07		10/23	001-9650
CRETE POSTMASTER	2	Invoice	UTILITY POSTAGE	09/29/2023	407.07		10/23	002-9650
CRETE POSTMASTER	3	Invoice	UTILITY POSTAGE	09/29/2023	407.07		10/23	003-9650
Total CRETE POSTMASTER (1120):					1,221.21			
<b>CRETE PUBLIC SCHOOLS (1125)</b>								
CRETE PUBLIC SCHOOLS	1	Invoice	FY2023 LIQUOR & TOBA	09/27/2023	5,995.00		09/23	101-4019
CRETE PUBLIC SCHOOLS	2	Invoice	FY2023 PARKING FINES	09/27/2023	4,645.00		09/23	201-4022
Total CRETE PUBLIC SCHOOLS (1125):					10,640.00			
<b>CRETE SERVICE CENTER (1135)</b>								
CRETE SERVICE CENTER	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	200.00		10/23	001-3500
Total CRETE SERVICE CENTER (1135):					200.00			
<b>DUNHAM, JASON (6343)</b>								
DUNHAM, JASON	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500
Total DUNHAM, JASON (6343):					110.00			
<b>EAKES OFFICE SOLUTIONS (1475)</b>								
EAKES OFFICE SOLUTIONS	1	Invoice	CUSTOM STAMP	09/29/2023	46.00		10/23	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	CUSTOM STAMP	09/29/2023	30.00		10/23	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	09/22/2023	12.59		10/23	701-9900
EAKES OFFICE SOLUTIONS	1	Invoice	CREDIT MEMO	09/15/2023	238.25-		10/23	101-9900
EAKES OFFICE SOLUTIONS	1	Invoice	OFFICE SUPPLIES	09/29/2023	570.95		10/23	101-9900
EAKES OFFICE SOLUTIONS	2	Invoice	OFFICE SUPPLIES	09/29/2023	308.69		10/23	721-9900
EAKES OFFICE SOLUTIONS	1	Invoice	CALENDARS	09/29/2023	9.98		10/23	101-9900
EAKES OFFICE SOLUTIONS	2	Invoice	CALENDARS	09/29/2023	24.95		10/23	721-9900
EAKES OFFICE SOLUTIONS	3	Invoice	CALENDARS	09/29/2023	6.24		10/23	001-9900
EAKES OFFICE SOLUTIONS	4	Invoice	CALENDARS	09/29/2023	6.24		10/23	002-9900
EAKES OFFICE SOLUTIONS	5	Invoice	CALENDARS	09/29/2023	6.24		10/23	003-9900
EAKES OFFICE SOLUTIONS	6	Invoice	CALENDARS	09/29/2023	6.23		10/23	401-9900

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total EAKES OFFICE SOLUTIONS (1475):					789.86			
<b>EMERGENCY MEDICAL PRODUCTS (1570)</b>								
EMERGENCY MEDICAL PRODUCTS	1	Invoice	MEDICAL SUPPLIES	08/17/2023	426.59		10/23	302-5341
EMERGENCY MEDICAL PRODUCTS	1	Invoice	MEDICAL SUPPLIES	08/21/2023	8.80		10/23	302-5341
EMERGENCY MEDICAL PRODUCTS	1	Invoice	MEDICAL SUPPLIES	09/22/2023	242.59		10/23	302-5341
Total EMERGENCY MEDICAL PRODUCTS (1570):					677.98			
<b>ENVIRO-TECH PEST SERVICES (1640)</b>								
ENVIRO-TECH PEST SERVICES	1	Invoice	PEST CONTROL-210 E 14	09/18/2023	50.00		10/23	301-5330
Total ENVIRO-TECH PEST SERVICES (1640):					50.00			
<b>EXECUTIVE ANSWERING SERVICE (1670)</b>								
EXECUTIVE ANSWERING SERVICE	1	Invoice	ANSWERING SERVICE	09/01/2023	8.89		10/23	203-9980
EXECUTIVE ANSWERING SERVICE	2	Invoice	ANSWERING SERVICE	09/01/2023	11.10		10/23	401-9980
EXECUTIVE ANSWERING SERVICE	3	Invoice	ANSWERING SERVICE	09/01/2023	.44		10/23	601-9980
EXECUTIVE ANSWERING SERVICE	4	Invoice	ANSWERING SERVICE	09/01/2023	.44		10/23	511-9980
EXECUTIVE ANSWERING SERVICE	5	Invoice	ANSWERING SERVICE	09/01/2023	1.33		10/23	521-9980
EXECUTIVE ANSWERING SERVICE	6	Invoice	ANSWERING SERVICE	09/01/2023	44.40		10/23	001-9980
EXECUTIVE ANSWERING SERVICE	7	Invoice	ANSWERING SERVICE	09/01/2023	11.10		10/23	002-9980
EXECUTIVE ANSWERING SERVICE	8	Invoice	ANSWERING SERVICE	09/01/2023	11.10		10/23	003-9980
Total EXECUTIVE ANSWERING SERVICE (1670):					88.80			
<b>FRANCO GARCIA RENE ENRIQUE (6367)</b>								
FRANCO GARCIA RENE ENRIQUE	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	160.00		10/23	001-3500
Total FRANCO GARCIA RENE ENRIQUE (6367):					160.00			
<b>GERMAN ZELAYA MORENO (6370)</b>								
GERMAN ZELAYA MORENO	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	150.00		10/23	001-3500
Total GERMAN ZELAYA MORENO (6370):					150.00			
<b>GRISELDA ZAMORA (6372)</b>								
GRISELDA ZAMORA	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total GRISELDA ZAMORA (6372):					110.00			
<b>HALLE KONZ (6359)</b>								
HALLE KONZ	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500
Total HALLE KONZ (6359):					110.00			
<b>HAVLAT REPAIR (6178)</b>								
HAVLAT REPAIR	1	Invoice	VEHICLE REPAIRS	09/28/2023	291.00		10/23	302-5791
HAVLAT REPAIR	1	Invoice	VEHICLE REPAIRS	09/28/2023	1,118.50		10/23	301-5791
Total HAVLAT REPAIR (6178):					1,409.50			
<b>HEARTLAND NATURAL GAS (2175)</b>								
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-485 S MAIN AVE	09/26/2023	56.04		10/23	003-7530
HEARTLAND NATURAL GAS	1	Invoice	UTILITY-210 E 14TH	09/26/2023	6.88		10/23	301-7530
Total HEARTLAND NATURAL GAS (2175):					62.92			
<b>HEATH SPORTS (2180)</b>								
HEATH SPORTS	1	Invoice	T-SHIRTS FLAG FOOTBA	08/31/2023	510.27		10/23	721-5584
Total HEATH SPORTS (2180):					510.27			
<b>HERIBERTO HERNANDEZ (6375)</b>								
HERIBERTO HERNANDEZ	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	150.00		10/23	001-3500
Total HERIBERTO HERNANDEZ (6375):					150.00			
<b>JEO CONSULTING GROUP INC. (2425)</b>								
JEO CONSULTING GROUP INC.	1	Invoice	R222218.00 SOLAR FARM	09/25/2023	2,698.75		10/23	001-2000
Total JEO CONSULTING GROUP INC. (2425):					2,698.75			
<b>JESSICA BURRY (6358)</b>								
JESSICA BURRY	1	Invoice	OVERCHARGED FOR WA	10/03/2023	612.04		10/23	002-4106
Total JESSICA BURRY (6358):					612.04			

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>JOSE MARTINEZ (6382)</b>								
JOSE MARTINEZ	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500
Total JOSE MARTINEZ (6382):					110.00			
<b>JULIANITA DIAZ (6365)</b>								
JULIANITA DIAZ	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500
Total JULIANITA DIAZ (6365):					110.00			
<b>KELLI &amp; BRIAN KOHOUT (6362)</b>								
KELLI & BRIAN KOHOUT	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500
Total KELLI & BRIAN KOHOUT (6362):					110.00			
<b>LATITUDE SIGNAGE &amp; DESIGN (6357)</b>								
LATITUDE SIGNAGE & DESIGN	1	Invoice	BLDG & GRND MAINT	09/28/2023	237.71		10/23	701-5330
Total LATITUDE SIGNAGE & DESIGN (6357):					237.71			
<b>LEAGUE ASSOC OF RISK MANAGEMENT (2705)</b>								
LEAGUE ASSOC OF RISK MANAGEMENT	1	Invoice	INSURANCE	08/23/2023	30,053.00		10/23	101-9720
LEAGUE ASSOC OF RISK MANAGEMENT	2	Invoice	WORKMANS COMP	08/23/2023	3,233.34		10/23	101-3290
LEAGUE ASSOC OF RISK MANAGEMENT	3	Invoice	WORKMANS COMP	08/23/2023	13,028.44		10/23	302-3290
LEAGUE ASSOC OF RISK MANAGEMENT	4	Invoice	INSURANCE	08/23/2023	2,670.38		10/23	810-9720
LEAGUE ASSOC OF RISK MANAGEMENT	5	Invoice	INSURANCE	08/23/2023	16,318.68		10/23	201-9720
LEAGUE ASSOC OF RISK MANAGEMENT	6	Invoice	WORKMANS COMP	08/23/2023	56,012.80		10/23	201-3290
LEAGUE ASSOC OF RISK MANAGEMENT	7	Invoice	INSURANCE	08/23/2023	10,702.96		10/23	501-9720
LEAGUE ASSOC OF RISK MANAGEMENT	8	Invoice	WORKMANS COMP	08/23/2023	285.29		10/23	501-3290
LEAGUE ASSOC OF RISK MANAGEMENT	9	Invoice	INSURANCE	08/23/2023	10,504.38		10/23	401-9720
LEAGUE ASSOC OF RISK MANAGEMENT	10	Invoice	WORKMANS COMP	08/23/2023	14,930.41		10/23	401-3290
LEAGUE ASSOC OF RISK MANAGEMENT	11	Invoice	INSURANCE	08/23/2023	25,845.82		10/23	301-9720
LEAGUE ASSOC OF RISK MANAGEMENT	12	Invoice	WORKMANS COMP	08/23/2023	13,028.44		10/23	301-3290
LEAGUE ASSOC OF RISK MANAGEMENT	13	Invoice	INSURANCE	08/23/2023	9,232.11		10/23	302-9720
LEAGUE ASSOC OF RISK MANAGEMENT	14	Invoice	WORKMANS COMP	08/23/2023	2,187.26		10/23	302-3290
LEAGUE ASSOC OF RISK MANAGEMENT	15	Invoice	INSURANCE	08/23/2023	1,349.02		10/23	601-9720
LEAGUE ASSOC OF RISK MANAGEMENT	16	Invoice	WORKMANS COMP	08/23/2023	1,997.06		10/23	601-3290
LEAGUE ASSOC OF RISK MANAGEMENT	17	Invoice	INSURANCE	08/23/2023	1,000.00		10/23	511-9720
LEAGUE ASSOC OF RISK MANAGEMENT	18	Invoice	WORKMANS COMP	08/23/2023	190.20		10/23	511-3290
LEAGUE ASSOC OF RISK MANAGEMENT	19	Invoice	INSURANCE	08/23/2023	17,703.78		10/23	701-9720
LEAGUE ASSOC OF RISK MANAGEMENT	20	Invoice	WORKMANS COMP	08/23/2023	190.20		10/23	701-3290

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
LEAGUE ASSOC OF RISK MANAGEMENT	21	Invoice	INSURANCE	08/23/2023	4,076.57		10/23	521-9720
LEAGUE ASSOC OF RISK MANAGEMENT	22	Invoice	WORKMANS COMP	08/23/2023	2,187.26		10/23	521-3290
LEAGUE ASSOC OF RISK MANAGEMENT	23	Invoice	INSURANCE	08/23/2023	1,000.00		10/23	721-9720
LEAGUE ASSOC OF RISK MANAGEMENT	24	Invoice	WORKMANS COMP	08/23/2023	1,141.18		10/23	721-3290
LEAGUE ASSOC OF RISK MANAGEMENT	25	Invoice	INSURANCE	08/23/2023	7,663.98		10/23	522-9720
LEAGUE ASSOC OF RISK MANAGEMENT	26	Invoice	INSURANCE	08/23/2023	3,366.80		10/23	502-9720
LEAGUE ASSOC OF RISK MANAGEMENT	27	Invoice	WORKMANS COMP	08/23/2023	95.10		10/23	502-3290
LEAGUE ASSOC OF RISK MANAGEMENT	28	Invoice	INSURANCE	08/23/2023	17,071.41		10/23	050-9720
LEAGUE ASSOC OF RISK MANAGEMENT	29	Invoice	INSURANCE	08/23/2023	7,681.51		10/23	503-9720
LEAGUE ASSOC OF RISK MANAGEMENT	30	Invoice	INSURANCE	08/23/2023	1,264.76		10/23	203-9720
LEAGUE ASSOC OF RISK MANAGEMENT	31	Invoice	WORKMANS COMP	08/23/2023	855.88		10/23	203-3290
LEAGUE ASSOC OF RISK MANAGEMENT	32	Invoice	WORKMANS COMP	08/23/2023	95.10		10/23	722-3290
LEAGUE ASSOC OF RISK MANAGEMENT	33	Invoice	INSURANCE	08/23/2023	71,029.23		10/23	001-1800
LEAGUE ASSOC OF RISK MANAGEMENT	34	Invoice	WORKMANS COMP	08/23/2023	9,985.30		10/23	001-3290
LEAGUE ASSOC OF RISK MANAGEMENT	35	Invoice	INSURANCE	08/23/2023	25,251.26		10/23	002-1800
LEAGUE ASSOC OF RISK MANAGEMENT	36	Invoice	WORKMANS COMP	08/23/2023	7,132.36		10/23	002-3290
LEAGUE ASSOC OF RISK MANAGEMENT	37	Invoice	INSURANCE	08/23/2023	56,357.37		10/23	003-1800
LEAGUE ASSOC OF RISK MANAGEMENT	38	Invoice	WORKMANS COMP	08/23/2023	6,181.36		10/23	003-3290
Total LEAGUE ASSOC OF RISK MANAGEMENT (2705):					452,900.00			
<b>LINCOLN JOURNAL STAR (2780)</b>								
LINCOLN JOURNAL STAR	1	Invoice	YEARLY RENEWAL	09/05/2023	951.00		10/23	701-5691
Total LINCOLN JOURNAL STAR (2780):					951.00			
<b>LINCOLN WINWATER WORKS (2810)</b>								
LINCOLN WINWATER WORKS	1	Invoice	MARKING PAINT	09/20/2023	439.19		10/23	002-8021
LINCOLN WINWATER WORKS	2	Invoice	SEWER REPLACEMENT	09/20/2023	977.84		10/23	003-8021
Total LINCOLN WINWATER WORKS (2810):					1,417.03			
<b>MACQUEEN EQUIPMENT LLC (2930)</b>								
MACQUEEN EQUIPMENT LLC	1	Invoice	PELICAN SWEEPER REP	09/29/2023	3,035.79		10/23	401-5968
Total MACQUEEN EQUIPMENT LLC (2930):					3,035.79			
<b>MALINDA WILSON (6369)</b>								
MALINDA WILSON	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total MALINDA WILSON (6369):					110.00			
<b>MARIA TERRAZAS (6374)</b>								
MARIA TERRAZAS	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500
Total MARIA TERRAZAS (6374):					110.00			
<b>MAX I WALKER UNIFORM &amp; APPAREL (3035)</b>								
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	09/20/2023	194.99		10/23	003-9640
MAX I WALKER UNIFORM & APPAREL	1	Invoice	UNIFORMS	09/27/2023	81.24		10/23	003-9640
Total MAX I WALKER UNIFORM & APPAREL (3035):					276.23			
<b>MC2 INC, AN ELECTRIC PUMP COMPANY (1510)</b>								
MC2 INC, AN ELECTRIC PUMP COMPANY	1	Invoice	TROJAN ORING, SLEEVE	09/20/2023	52.19	1494	10/23	003-7091
MC2 INC, AN ELECTRIC PUMP COMPANY	2	Invoice	TOJAN SLEEVE CUP NUT	09/20/2023	22.50	1494	10/23	003-7091
Total MC2 INC, AN ELECTRIC PUMP COMPANY (1510):					74.69			
<b>MIDLAND SCIENTIFIC INC (3165)</b>								
MIDLAND SCIENTIFIC INC	1	Invoice	500ML BLUE BUFFER SO	09/15/2023	36.75	1493	10/23	003-7282
Total MIDLAND SCIENTIFIC INC (3165):					36.75			
<b>MONSE VELASQUEZ (6364)</b>								
MONSE VELASQUEZ	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	150.00		10/23	001-3500
Total MONSE VELASQUEZ (6364):					150.00			
<b>MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310)</b>								
MUNICIPAL ENERGY AGENCY OF NEBRASKA	1	Invoice	PURCHASED POWER-NM	09/18/2023	649,436.54		10/23	001-7260
MUNICIPAL ENERGY AGENCY OF NEBRASKA	2	Invoice	PURCHASED POWER-OT	09/18/2023	6.33		10/23	001-7270
MUNICIPAL ENERGY AGENCY OF NEBRASKA	3	Invoice	WHEELING EXPENSE	09/18/2023	81,382.45		10/23	001-7820
Total MUNICIPAL ENERGY AGENCY OF NEBRASKA (3310):					730,825.32			
<b>NAPA AUTO PARTS (3345)</b>								
NAPA AUTO PARTS	1	Invoice	VEHICLE REPAIR	09/26/2023	74.48		10/23	401-5968

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total NAPA AUTO PARTS (3345):					74.48			
<b>NE DEPT OF ENVIRONMENT &amp; ENERGY (5675)</b>								
NE DEPT OF ENVIRONMENT & ENERGY	1	Invoice	MONTHLY GRADE IV TES	09/26/2023	50.00		10/23	002-9780
Total NE DEPT OF ENVIRONMENT & ENERGY (5675):					50.00			
<b>NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480)</b>								
NE PUBLIC HEALTH ENVIRONMENTAL LABORATO	1	Invoice	LAB	09/12/2023	607.00		10/23	002-7281
Total NE PUBLIC HEALTH ENVIRONMENTAL LABORATOR (3480):					607.00			
<b>NE RURAL WATER ASSOCIATION (3490)</b>								
NE RURAL WATER ASSOCIATION	2	Adjustmen	2023 CONFERENCE	09/11/2023	180.00-		08/23	521-9760
Total NE RURAL WATER ASSOCIATION (3490):					180.00-			
<b>NEBRASKA STATE TREASURER (3572)</b>								
NEBRASKA STATE TREASURER	1	Invoice	ANIMAL LICENSE FEES	09/30/2023	248.88		10/23	203-4034
Total NEBRASKA STATE TREASURER (3572):					248.88			
<b>NEBRASKALAND TIRE INC (5636)</b>								
NEBRASKALAND TIRE INC	1	Invoice	TIRE	09/22/2023	505.07		10/23	301-5810
NEBRASKALAND TIRE INC	1	Invoice	TIRE	09/28/2023	148.92		10/23	002-8460
Total NEBRASKALAND TIRE INC (5636):					653.99			
<b>ODEYS INC (3750)</b>								
ODEYS INC	1	Invoice	GRASS SEED	09/22/2023	982.50		10/23	521-5334
Total ODEYS INC (3750):					982.50			
<b>OLSSON (3775)</b>								
OLSSON	1	Invoice	#023-04638 SCADA ON C	09/19/2023	371.90		10/23	003-9910
OLSSON	2	Invoice	#023-04638 SCADA ON C	09/19/2023	371.91		10/23	002-9910
OLSSON	3	Invoice	#023-04638 SCADA ON C	09/19/2023	371.91		10/23	001-9910
OLSSON	1	Invoice	#015-08260 CRETE CORE	09/27/2023	153.40		10/23	003-9840

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total OLSSON (3775):					1,269.12			
<b>ONE CALL CONCEPTS INC (3810)</b>								
ONE CALL CONCEPTS INC	1	Invoice	LOCATING SERVICE FEE	09/30/2023	104.98		10/23	002-9730
ONE CALL CONCEPTS INC	2	Invoice	LOCATING SERVICE FEE	09/30/2023	104.98		10/23	001-9730
Total ONE CALL CONCEPTS INC (3810):					209.96			
<b>ORIENTAL TRADING COMPANY INC (3830)</b>								
ORIENTAL TRADING COMPANY INC	1	Invoice	PROGRAM EXPENSE	09/18/2023	286.20		10/23	701-6210
Total ORIENTAL TRADING COMPANY INC (3830):					286.20			
<b>OURADA, TOM (3860)</b>								
OURADA, TOM	1	Invoice	MEETING	09/29/2023	47.28		10/23	001-9760
Total OURADA, TOM (3860):					47.28			
<b>PACE PAYMENT SYSTEMS INC (ACH) (5851)</b>								
PACE PAYMENT SYSTEMS INC (ACH)	1	Invoice	MYGOV ONLINE PAYMEN	09/30/2023	5.00		10/23	101-9926
Total PACE PAYMENT SYSTEMS INC (ACH) (5851):					5.00			
<b>PRESTO-X (4050)</b>								
PRESTO-X	1	Invoice	PEST CONTROL-1945 FO	09/07/2023	76.89		10/23	201-5329
Total PRESTO-X (4050):					76.89			
<b>RADIANT SPRINGS CHURCH (6383)</b>								
RADIANT SPRINGS CHURCH	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	690.00		10/23	001-3500
Total RADIANT SPRINGS CHURCH (6383):					690.00			
<b>RICARDO HERNANDEZ GARCIA (6376)</b>								
RICARDO HERNANDEZ GARCIA	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	150.00		10/23	001-3500
Total RICARDO HERNANDEZ GARCIA (6376):					150.00			
<b>ROB &amp; KIM GROSSE-RHODE (6381)</b>								
ROB & KIM GROSSE-RHODE	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total ROB & KIM GROSSE-RHODE (6381):					110.00			
<b>ROBIN &amp; RHONDA MCKERCHER (6380)</b>								
ROBIN & RHONDA MCKERCHER	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500
Total ROBIN & RHONDA MCKERCHER (6380):					110.00			
<b>SACK LUMBER CO (4385)</b>								
SACK LUMBER CO	1	Invoice	FORM BOARDS & WOOD	09/08/2023	161.86		10/23	401-5980
SACK LUMBER CO	1	Invoice	LUMBER	09/11/2023	33.96		10/23	401-5980
SACK LUMBER CO	1	Invoice	40LB VINYL CONCR PATC	09/27/2023	54.98		10/23	401-5880
Total SACK LUMBER CO (4385):					250.80			
<b>SALINE CO. AREA TRANSIT (4420)</b>								
SALINE CO. AREA TRANSIT	1	Invoice	2024 SURREY SERVICES	09/30/2023	29,190.00		10/23	101-6202
Total SALINE CO. AREA TRANSIT (4420):					29,190.00			
<b>SANTIAGO DOMINGO TERCERO (6377)</b>								
SANTIAGO DOMINGO TERCERO	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500
Total SANTIAGO DOMINGO TERCERO (6377):					110.00			
<b>SCHUERMAN WELDING INC (5812)</b>								
SCHUERMAN WELDING INC	1	Invoice	REPAIR WASH PRESS	09/22/2023	809.00		10/23	003-7201
Total SCHUERMAN WELDING INC (5812):					809.00			
<b>SECURITY EQUIPMENT INC (5787)</b>								
SECURITY EQUIPMENT INC	1	Invoice	ACCESS HOSTING-1945	09/14/2023	120.00		10/23	201-6484
SECURITY EQUIPMENT INC	2	Invoice	ACCESS HOSTING-210 E	09/14/2023	50.40		10/23	301-9750
SECURITY EQUIPMENT INC	3	Invoice	ACCESS HOSTING-243 E.	09/14/2023	24.00		10/23	501-5750
SECURITY EQUIPMENT INC	4	Invoice	ACCESS HOSTING-1515	09/14/2023	99.60		10/23	701-5750
Total SECURITY EQUIPMENT INC (5787):					294.00			
<b>SEWARD COUNTY INDEPENDENT (4590)</b>								
SEWARD COUNTY INDEPENDENT	1	Invoice	LIQUOR LICENSE-CASEY	09/20/2023	10.47		10/23	101-4904
SEWARD COUNTY INDEPENDENT	1	Invoice	FENCING STANDARDS	09/20/2023	9.16		10/23	101-5390

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
SEWARD COUNTY INDEPENDENT	1	Invoice	CITY COUNCIL	09/20/2023	11.35		10/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	AIRPORT	09/27/2023	12.22		10/23	050-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	LIBRARY	09/27/2023	12.22		10/23	701-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PLAN COMM	09/27/2023	11.78		10/23	101-5480
SEWARD COUNTY INDEPENDENT	1	Invoice	2023 BUDGET CHANGES	09/27/2023	164.00		10/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	CITY COUNCIL	09/27/2023	10.47		10/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	ORDINANCE 2176	09/27/2023	9.16		10/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	ORDINANCE 2177	09/27/2023	7.42		10/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	ORDINANCE 2178	09/27/2023	8.29		10/23	101-5390
SEWARD COUNTY INDEPENDENT	1	Invoice	PROCEEDINGS	09/27/2023	151.85		10/23	101-5390
Total SEWARD COUNTY INDEPENDENT (4590):					418.39			
<b>SID DILLON FORD (4635)</b>								
SID DILLON FORD	1	Invoice	OIL CHANGE UNIT 2, HEA	09/21/2023	130.38		10/23	201-5801
SID DILLON FORD	1	Invoice	AWD MODULE REPLACE	09/29/2023	838.74		10/23	201-5791
Total SID DILLON FORD (4635):					969.12			
<b>SOCORRO REGALADO (6368)</b>								
SOCORRO REGALADO	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500
Total SOCORRO REGALADO (6368):					110.00			
<b>SONJA AKESON (6373)</b>								
SONJA AKESON	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500
Total SONJA AKESON (6373):					110.00			
<b>SPEECE LEWIS ENGINEERS (4735)</b>								
SPEECE LEWIS ENGINEERS	1	Invoice	CULVERT PROJECT 22N	09/27/2023	3,911.36		10/23	532-6487
Total SPEECE LEWIS ENGINEERS (4735):					3,911.36			
<b>STEPHANIE TAGUE (6366)</b>								
STEPHANIE TAGUE	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500
Total STEPHANIE TAGUE (6366):					110.00			
<b>STEVE &amp; MARY THATCHER (6378)</b>								
STEVE & MARY THATCHER	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	110.00		10/23	001-3500

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
Total STEVE & MARY THATCHER (6378):					110.00			
<b>SUMMIT FIRE PROTECTION (6202)</b>								
SUMMIT FIRE PROTECTION	1	Invoice	FIRE ALARM SEMI-ANNU	09/18/2023	249.00		10/23	501-5330
Total SUMMIT FIRE PROTECTION (6202):					249.00			
<b>SUSANA JUAREZ DE ADAME (6361)</b>								
SUSANA JUAREZ DE ADAME	1	Invoice	CONSUMER DEPOSIT RE	10/03/2023	160.00		10/23	001-3500
Total SUSANA JUAREZ DE ADAME (6361):					160.00			
<b>THOMAS, WENDY (5792)</b>								
THOMAS, WENDY	1	Invoice	MEETING/TRAINING	09/29/2023	26.25		10/23	101-9760
Total THOMAS, WENDY (5792):					26.25			
<b>TOSCA LEE (6356)</b>								
TOSCA LEE	1	Invoice	APPEARANCE FEE AUG	08/31/2023	150.00		10/23	702-5692
Total TOSCA LEE (6356):					150.00			
<b>U.S. BANK (5170)</b>								
U.S. BANK	1	Invoice	JERRY CC, AMSTERDAM	09/25/2023	102.65		10/23	101-9900
U.S. BANK	2	Invoice	JERRY CC, HR DIRECT P	09/25/2023	119.06		10/23	101-8500
U.S. BANK	3	Invoice	JERRY CC, HR DIRECT P	09/25/2023	137.38		10/23	201-8500
U.S. BANK	4	Invoice	JERRY CC, HR DIRECT P	09/25/2023	54.95		10/23	401-8500
U.S. BANK	5	Invoice	JERRY CC, HR DIRECT P	09/25/2023	9.16		10/23	601-8500
U.S. BANK	6	Invoice	JERRY CC, HR DIRECT P	09/25/2023	45.79		10/23	701-8500
U.S. BANK	7	Invoice	JERRY CC, HR DIRECT P	09/25/2023	18.32		10/23	521-8500
U.S. BANK	8	Invoice	JERRY CC, HR DIRECT P	09/25/2023	18.32		10/23	722-8500
U.S. BANK	9	Invoice	JERRY CC, HR DIRECT P	09/25/2023	54.95		10/23	001-8500
U.S. BANK	10	Invoice	JERRY CC, HR DIRECT P	09/25/2023	45.79		10/23	002-8500
U.S. BANK	11	Invoice	JERRY CC, HR DIRECT P	09/25/2023	36.64		10/23	003-8500
U.S. BANK	12	Invoice	JERRY CC, CANVA 03905	09/25/2023	14.99		10/23	101-6050
U.S. BANK	13	Invoice	JERRY CC, HRS PRO EN	09/25/2023	419.00		10/23	101-8500
U.S. BANK	14	Invoice	JERRY CC, AUDIOA TEC	09/25/2023	229.00		10/23	531-6473
U.S. BANK	15	Invoice	JERRY CC, HR DIRECT C	09/25/2023	37.70-		10/23	101-8500
U.S. BANK	1	Invoice	TOM CC, EGOV 220453 8-	09/25/2023	32.25		10/23	001-9920
U.S. BANK	2	Invoice	TOM CC, EGOV 220453 8-	09/25/2023	32.25		10/23	002-9920

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
U.S. BANK	3	Invoice	TOM CC, EGOV 220453 8-	09/25/2023	32.25		10/23	003-9920
U.S. BANK	4	Invoice	TOM CC, EGOV 220453 8-	09/25/2023	32.25		10/23	401-9920
U.S. BANK	5	Invoice	TOM CC, VISTAPRINT VP	09/25/2023	50.53		10/23	101-5390
U.S. BANK	6	Invoice	TOM CC, VISTAPRINT VP	09/25/2023	25.42		10/23	050-5390
U.S. BANK	7	Invoice	TOM CC, AWARDS.COM	09/25/2023	84.24		10/23	101-8500
U.S. BANK	8	Invoice	TOM CC, ORIENTAL TRA	09/25/2023	118.14		10/23	001-9890
U.S. BANK	1	Invoice	LAURA CC, BOOKLIST 21	09/25/2023	184.95		10/23	701-5691
U.S. BANK	2	Invoice	LAURA CC, SCOOTERS 7	09/25/2023	40.00		10/23	702-5692
U.S. BANK	3	Invoice	LAURA CC, WALMART 04	09/25/2023	35.12		10/23	702-5692
Total U.S. BANK (5170):					1,935.70			
<b>UPS (5240)</b>								
UPS	1	Invoice	POSTAGE	09/16/2023	18.48		10/23	003-9650
Total UPS (5240):					18.48			
<b>VESERIS (5579)</b>								
VESERIS	1	Invoice	MASTERLINE KONTROL	09/25/2023	1,170.00	1501	10/23	401-5590
Total VESERIS (5579):					1,170.00			
<b>VULCAN INDUSTRIES (5599)</b>								
VULCAN INDUSTRIES	1	Invoice	BRUSH CLIPS	09/15/2023	559.00	1481	10/23	003-7201
VULCAN INDUSTRIES	2	Invoice	SPIRAL BRUSH	09/15/2023	119.00	1481	10/23	003-7201
Total VULCAN INDUSTRIES (5599):					678.00			
<b>WINDSTREAM (5465)</b>								
WINDSTREAM	1	Invoice	PHONE-LIBRARY	09/21/2023	283.48		10/23	701-7530
WINDSTREAM	1	Invoice	PHONE-PD C911	09/19/2023	584.88		10/23	201-5220
Total WINDSTREAM (5465):					868.36			
Grand Totals:					1,808,044.83			

GL Period	Amount
09/23	10,640.00
08/23	180.00-
10/23	1,797,584.83
00/00	.00
<b>Grand Totals:</b>	<b>1,808,044.83</b>

Vendor number hash: 586173  
 Vendor number hash - split: 934005  
 Total number of invoices: 157  
 Total number of transactions: 291

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	1,808,044.83	.00	1,808,044.83
<b>Grand Totals:</b>	<b>1,808,044.83</b>	<b>.00</b>	<b>1,808,044.83</b>

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



## CRETE RESCUE SQUAD LP15 and LP1000

Quote Number: 10734921

Version: 1

Prepared For: CRETE RESCUE SQUAD

Attn:

Rep: Scott Pufahl

Email:

Phone Number:

GPO: EMS

Service Rep: Steve Lutjemeier

Quote Date: 07/13/2023

Email: steve.lutjemeier@stryker.com

Expiration Date: 08/12/2023

Contract Start: 05/16/2023

Contract End: 05/15/2027

### Delivery Address

Name: CRETE RESCUE SQUAD

Account #: 20011963

Address: 210 E 14TH ST

CRETE

Nebraska 68333-1643

### Bill To Account

Name: CRETE RESCUE SQUAD

Account #: 20011963

Address: 210 E 14TH ST

CRETE

Nebraska 68333-1643

### ProCare Products:

#	Product	Description	Months	Qty	List Price	Disc % Off Contract	Sell Price	Total
1.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPK-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	48	1	\$2,204.00	15.0%	\$7,493.60	\$7,493.60
2.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR Preventative Maintenance Batteries Service	48	2	\$456.00	0.0%	\$1,824.00	\$3,648.00
3.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR Preventative Maintenance Batteries Service	48	3	\$456.00	0.0%	\$1,824.00	\$5,472.00
4.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPK-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	48	2	\$2,204.00	15.0%	\$7,493.60	\$14,987.20

ProCare Total: \$31,600.80

ProCare Annual Payment: \$7,900.20

### Price Totals:

Grand Total: \$31,600.80



## CRETE RESCUE SQUAD LP15 and LP1000

Quote Number: 10734921

Version: 1

Prepared For: CRETE RESCUE SQUAD

Attn:

Rep: Scott Pufahl

Email:

Phone Number:

GPO: EMS

Service Rep: Steve Lutjemeier

Quote Date: 07/13/2023

Email: [steve.lutjemeier@stryker.com](mailto:steve.lutjemeier@stryker.com)

Expiration Date: 08/12/2023

Contract Start: 05/16/2023

Contract End: 05/15/2027

\_\_\_\_\_  
Authorized Customer Signer (Printed)      Date

\_\_\_\_\_  
Stryker Authorized Signature (Printed)      Date

\_\_\_\_\_  
Authorized Customer Signature      Date

\_\_\_\_\_  
Stryker Authorized Signature      Date

**Service Terms and Conditions:**

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

# Payment Schedule

**Starting Balance:**

**\$31,600.80**

Date	Payment	Balance
05/01/2023	\$7,900.20	\$23,700.60
05/01/2024	\$7,900.20	\$15,800.40
05/01/2025	\$7,900.20	\$7,900.20
05/01/2026	\$7,900.20	\$ -

## Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46513658
2.0	PROCARE-SVC-AED-FIELD-REPAIR	36269565
2.0	PROCARE-SVC-AED-FIELD-REPAIR	36269564
3.0	PROCARE-SVC-AED-FIELD-REPAIR	36066418
3.0	PROCARE-SVC-AED-FIELD-REPAIR	36066402
3.0	PROCARE-SVC-AED-FIELD-REPAIR	36066430
4.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50574937
4.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50574739

# Purchase Order Form



Account Manager \_\_\_\_\_  
Cell Phone \_\_\_\_\_

Purchase Order Date \_\_\_\_\_  
Expected Delivery Date \_\_\_\_\_  
Stryker Quote Number \_\_\_\_\_

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

Authorized Customer Initials \_\_\_\_\_

Authorized Customer Initials \_\_\_\_\_

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

## Accounts Payable Contact Information

Name \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_

Stryker Terms and Conditions  
<https://techweb.stryker.com>

## Authorized Customer Signature

Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

Attachment      Stryker Quote Number     

\*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

## LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
  - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
  - o Stryker will continue to offer contractual service on a yearly basis only
  - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
  - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.



**DANKO EMERGENCY EQUIPMENT CO.**  
302 East 4<sup>th</sup> Street • PO Box 218 • Snyder, NE 68664-0218  
(402) 568-2200 • Fax (877) 568-2443 • [trucksales@danko.net](mailto:trucksales@danko.net)

**PROPOSAL FOR FIRE APPARATUS**

TO: \_\_\_\_\_  
\_\_\_\_\_

Dear Sirs:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution and approval of the accompanying contract, the following apparatus:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All of which are to be built in accordance with the specifications attached, and which are made a part of this agreement and contract to deliver same by \_\_\_\_\_ calendar days after receipt of signed and accepted contract to deliver same at Danko Emergency Equipment, Co. Proposal subject to all causes beyond our control, for the sum of:

(\$ \_\_\_\_\_ ) F.O.B. \_\_\_\_\_

Terms: \_\_\_\_\_

All payments of any nature must be paid directly from the customer to Danko Emergency Equipment Company in Snyder, Nebraska.

The amount named in this proposal shall remain firm for a period of \_\_\_\_\_ days from the date of same.

Respectfully Submitted  
DANKO EMERGENCY EQUIPMENT CO.

We agree to accept the above proposal

\_\_\_\_\_

\_\_\_\_\_  
(Customer Signature)

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

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

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

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



## SALES AGREEMENT

This agreement, made by and between Danko Emergency Equipment Co. (the Company) of Snyder, Nebraska and \_\_\_\_\_(Buyer).

**WITNESSETH:** The Company agrees to deliver, upon the following terms and conditions, the apparatus and equipment described in the proposal and specifications attached hereto as a part of this agreement and contract.

**DELIVERY:** The apparatus and equipment covered by this contract shall be delivered FOB \_\_\_\_\_ within approximately \_\_\_\_\_ calendar days after acceptance of contract at the Company. Payment of the total purchase price will be made by

\_\_\_\_\_  
FOB at time of final delivery.

**SPECIFICATIONS:** It is specifically understood and agreed that the specifications in the attached proposal shall control, notwithstanding any other specification, written or oral, heretofore supplied or considered.

**PRODUCT PURCHASED:** \_\_\_\_\_

**PAYMENT:** Buyer agrees to purchase and pay for the aforesaid apparatus the total sum of: (\$ \_\_\_\_\_)

**TERMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All payments of any nature must be paid directly from the Buyer to Danko Emergency Equipment Company, 302 East 4<sup>th</sup> Street, Snyder, Nebraska.

**AUTHORITY:** Only authorized officers of the Company may act for and on its behalf, and all other representations hereafter made are not binding upon the company.

**COMPLETENESS:** Buyer has fully read and understands this Sales Agreement. The Buyer acknowledges that this Sales Agreement is the full and complete agreement of the Company and Buyer and that any and all earlier discussions, dialogue and negotiations are merged into this Sales Agreement. Buyer asserts that there are no warranties, agreements, or understandings written or oral which in any manner alter, abridge, or conflict with the terms of the Sales Agreement. Buyer further understands that when accepted the Company this Sales Agreement may not be altered, modified, or abridged except with a formal, properly executed Change Order that has been signed by an authorized person for both the buyer and the Company.

**COMPLETION:** The Products shall be completed by the Company as outlined in this Agreement. This date is only approximate and is subject to delays caused by war, fire strike, Acts of God, shortages of materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries or any other fact or event beyond the Company's control, none of which factors or events shall give rise to any liability on the part of the Company, whether for general, incidental, or consequential damages. Any such delay shall not constitute grounds for cancellation by Buyer.

**SURCHARGE:** If, during the agreement term, any existing orders are change by the manufacturer's (the Company) supplier after the issuance of a purchase order; or any new laws or regulations are enacted that require the Company to make substantial and unanticipated expenditures (whether capitalized or otherwise) with respect to the components ordered or with respect to the services provided hereunder, the Company may, subject to the terms of this paragraph impose a surcharge (a "Surcharge") to cover the customer's pro rata share of the cost of complying with these increase costs, laws or regulations.

**TAXES:** Buyer shall pay all taxes, whether presently or hereafter applicable, assessed or arising out of this transaction, whether in the nature of an occupation, property, excise, sales or us tax imposed upon the Company, Buyer of the Products. If the Products are exempt from taxes upon the proper execution of an exemption certificate, it is the duty of the Buyer to furnish such properly executed exemption certificate to the Company.

**TERMS OF PAYMENT:**

- a) Payment of the purchase price plus cost of any authorized Change Orders, shall be paid, in full, at the time of plant pick-up or availability for delivery, whichever is earlier.
- b) It is agreed that the Vehicle covered by this Agreement shall remain the property of the Company and not placed in service until the purchase price and any additional costs and expenses are paid by the Buyer. Any payment not made when due shall accrue a service charge of 1.5% per month, but in no event shall such charge exceed the maximum rate allowed by law.

**The Buyer** will receive written notice once the Vehicle is ready for inspection. The Company requires, and the Buyer agrees, that the Vehicle shall be inspected and picked up by the Buyer within seven (7) days of notice that the manufacturer of the Vehicle has been completed.

**Use of Equipment; Indemnification:** Buyer agrees that the Apparatus shall be used (a) strictly in accordance with all user manuals and written instructions provided by the Company; (b) in accordance with all applicable laws, regulations and requirements; and (c) in a proper manner. Buyer agrees that none of the safety guards or other safety aspects of the Apparatus will be removed, altered, or bypassed. Buyer agrees to indemnify and hold the Company harmless from and against all claims, damages, and liabilities (including reasonable attorney fees and costs) arising out of or related to (i) any improper use or misuse of the Apparatus; (ii) any breach of Buyer of any of its obligations in this paragraph; or (iii) any negligence, willful misconduct or other wrongful act or omission by Buyer, its employees or anyone under Buyer's control.

**CANCELLATION:** This Agreement is subject to cancellation by the Buyer. In the event of a cancellation, both parties shall agree to appropriate cancellation charges. Appropriate cancellation charges shall take into account expenses already incurred and Commitments made by the Company.

**LIMITED WARRANTY:** The Company warrants exclusively to the Buyer that at the date of delivery to the Buyer, The Products shall be free from defects in material and workmanship under the use and service as specified in the operation and handling instructions. Any component of a Product manufactured by any supplier other than the Company shall bear only the warranty, if any, made by the manufacturer of such component. The Buyer shall notify the Company of any defect in any Product covered by this Limited Warranty no later than thirty (30) days after the defect is discovered and before any repairs are performed. If any repairs are made before the Company is notified, these repairs shall void this Limited Warranty in its entirety.

This Warranty shall not specifically apply to the following:

To normal maintenance services or adjustments.

To Products which shall have been replaced or altered outside of the Company's factory in any way so as to affect its stability, or which has been used in a manner other than specified in the operation and handling instructions provide by the Company, or involved in an accident, or to Products made by the Company which has been operated at a speed exceeding the factory rated speed or loaded beyond the factory rated load capacity.

To the chassis associated equipment furnished with chassis, signaling devices, generators, batteries, tires, pumps, and all purchased parts or other trade accessories.

**WARRANTY DISCLAIMER:**

There are not warranties which extend beyond the description of the face hereof except as expressly set forth herein. The limited warranty granted by the company to the buyer herein shall be in lieu of all other warranties, express or implied. The company disclaims any implied warranty of fitness of the products for a particular purpose. No promise or affirmation of fact shall constitute warranty by the company or give rise to any liability or obligation of the company.

This Agreement, including its appendices and attachments, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has the authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of this Agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

**ROR/SALESMAN:**

ROR/Dealership: \_\_\_\_\_

Sales Representative: \_\_\_\_\_

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

---

**CUSTOMER'S AUTHORIZED SIGNATURE/SIGNATURES:**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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

---

**DANKO:**

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

Danko Emergency Equipment  
Mark A. Kreikemeier, President

Date of Sales Agreement Acceptance: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

PETITION TO AMEND THE ZONING ORDINANCE

APPLICATION NUMBER: 20A23-03

DATE: 8/14/23

APPLICATION FEE: \$ 200.<sup>00</sup>

NAME: Carlos Lopez

The undersigned hereby petitions to amend the Zoning Ordinance of the City of Crete in order that the following may be allowed:

Construct Building

The amendment is requested for the following reasons:

the size of the property does not allow for building with I-1 setbacks

Changes in the zoning map required by this proposed amendment are shown on the attached map.

I-1 District changed to C-2 District.

Legal Description of Premises to be amended: (Lot, Block, Addition or Section, Township, Range)

Attached

Owner

Interest of Petitioner in the above described property:

Address of petitioner: 1409 Forest Ave

Signature: see Application

Date of Planning Commission Hearing: 9/25/23

Date of City Council Hearing: 10/3/23

Date posted and published: 9/13/23

NOTE: The City of Crete and the adjacent two (2) mile area is zoned by dividing the area into District in accordance with the Comprehensive Plan. A single lot is not a Zoning District. A small area is not necessarily a Zoning District.





**Subdivision Development Checklist**

Pre Application Meeting Date \_\_\_\_\_ Time \_\_\_\_\_

Planning Commission Meeting Date \_\_\_\_\_ Time \_\_\_\_\_  Application Fee

City Council Meeting Date \_\_\_\_\_ Time \_\_\_\_\_

- Preliminary Plat physical and digital copies
- Name, Location, Legal description, Date
- Names of Adjoining Properties
- North Point and Graphics Scale
- Roads
- Existing Utilities and sizes
- Name, Location, Legal description, Date
- Proposed Utility System
- Contours at intervals 2' or 5'
- Proposed improvement or grading
- Location of existing buildings
- Proposed Easements, Dedications
- Filing Fees
- Improvement schedule and restrictive covenants
- Notification of County Planning Commission
- Notification of School Board
- Final Plat one original and two mylar copies
- Date, title, Name, Location of Subdivision
- Graphics Scale and North Arrow
- Monuments 1" diameter maximum 30" length
- Dimensions, angles and bearings, legal description of the property
- Names of Adjoining Properties
- Location and dimensions of easements
- Purpose for which sites are dedicated or reserved
- Surveyor Certification as to the accuracy of plat
- Certification signed and acknowledged by all parties holding title
- Certification recording the approval of the Planning Commission
- Certification recording the approval of the City Council
- Detailed Construction plans of all required public improvements approved by and engineer
- Posted bond or certified check to the City of Crete in sufficient amount to complete the required improvements as approved by and engineer

**Administrative Subdivision Checklist**

Pre Application Meeting Date \_\_\_\_\_ Time \_\_\_\_\_

City Council Meeting Date \_\_\_\_\_ Time \_\_\_\_\_  Application Fee

- Name
- Date
- Title
- Location
- Names of abutting streets
- New lots, block numbers, setback lines
- Graphic Scale and true North Point
- Monuments
- Dimensions
- Legal description
- Certification
- Signed by all parties holding Title
- Protective covenants
- Have owners requested annexation
- Utility easements shown
- Final Plat Original & 2 Mylar's

**Zoning Change or Comprehensive Plan Amendment**

\* Pre Application Meeting Date 8-11-23 Time 8:00

Publish and Post Date 8-11 2023 Time \_\_\_\_\_

Planning Commission Meeting Date \_\_\_\_\_ Time \_\_\_\_\_

City Council Meeting Date \_\_\_\_\_ Time \_\_\_\_\_

Parcel # and Current Zoning 760015392 I-1

Scaled Survey Drawing

Application Fee

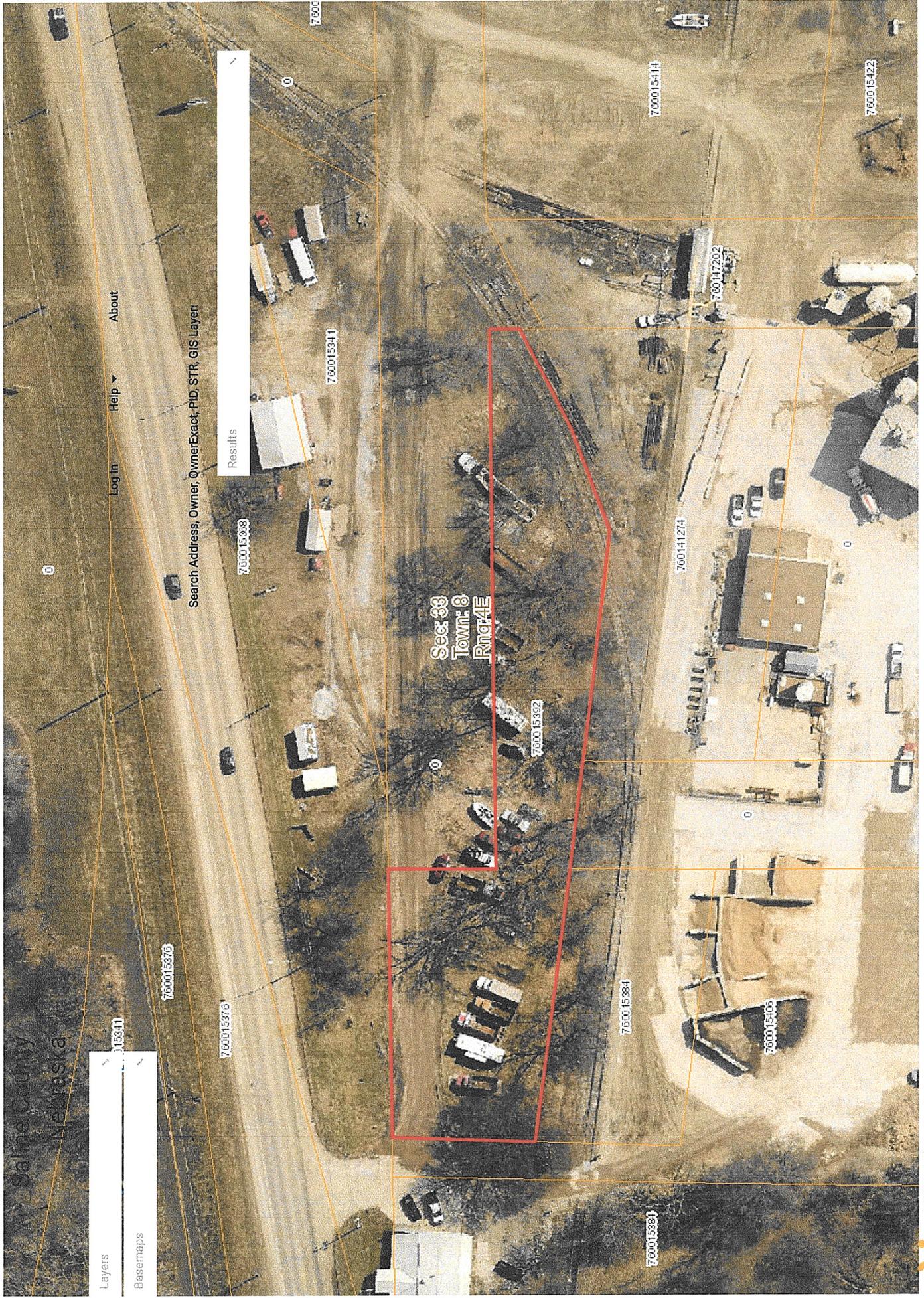
*Tom Ourada 402-826-4312  
Ext. 6400*

Requested Zoning I-1 to C-2

**Special Exception Request**

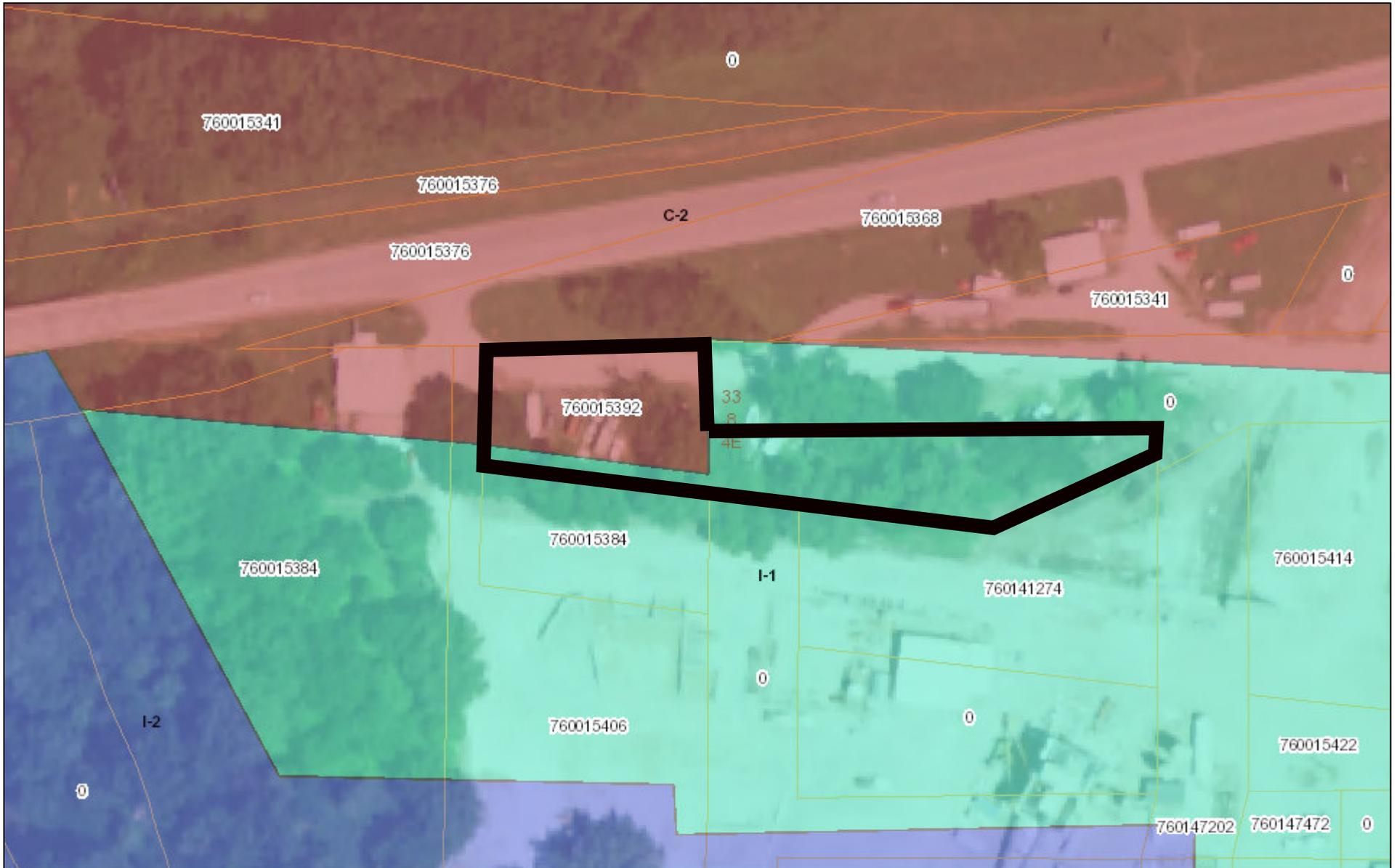
Pre Application Meeting Date \_\_\_\_\_ Time \_\_\_\_\_  Application Fee

City Council Meeting Date \_\_\_\_\_ Time \_\_\_\_\_



Lat: 40.624078 Long: -96.972391  
Site Last Updated: 8/14/2023





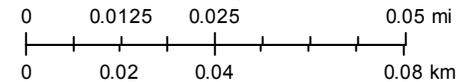
August 17, 2023  
15:05 PM

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

1:1,594

**Zoning Boundaries**

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





# APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License Class: D

License Number:  
**125967**



**Office Use Only**  
NEW / REPLACING \_\_\_\_\_ TOP Yes / No  
Hot List Yes / No \_\_\_\_\_ Initial: CA

## PLEASE READ CAREFULLY

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

APPLICANT NAME CASEY'S RETAIL COMPANY  
TRADE (DBA) NAME CASEY'S #4304  
PREVIOUS TRADE (DBA) NAME N/A  
CONTACT NAME AND PHONE NUMBER MORGAN WIERSCHKE - PARALEGAL, PHONE: 515-446-6035  
CONTACT EMAIL ADDRESS MORGAN.WIERSCHKE@CASEYS.COM

<p>Paypoft \$400 - 8/30/23</p>	<p>2300008455</p>
--	-------------------

# DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103)
  - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
  - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)  
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31  
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY\*\*
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES \_\_\_\_\_ NO \_\_\_\_\_
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES \_\_\_\_\_ NO \_\_\_\_\_
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

\*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES \_\_\_\_\_ NO \_\_\_\_\_

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED**

---

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)**

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Firm Name \_\_\_\_\_

Email address \_\_\_\_\_

Should we contact you with any questions on the application? YES \_\_\_\_\_ NO \_\_\_\_\_

**PREMISES INFORMATION**

Trade Name (doing business as) CASEY'S #4304

Street Address 2151 CARDINAL LANE

City CRETE

County SALINE

Zip Code 68333 -3318

Premises Telephone number 515-446-6035

Business e-mail address MORGAN.WIERSCHKE@CASEYS.COM

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

**MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name CASEY'S RETAIL COMPANY, ATTN: MORGAN WIERSCHKE

Street Address ONE SE CONVENIENCE BLVD

City ANKENY

State IA

Zip Code 50021 - 9672

**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED

DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

Building length 100 x width 46 in feet

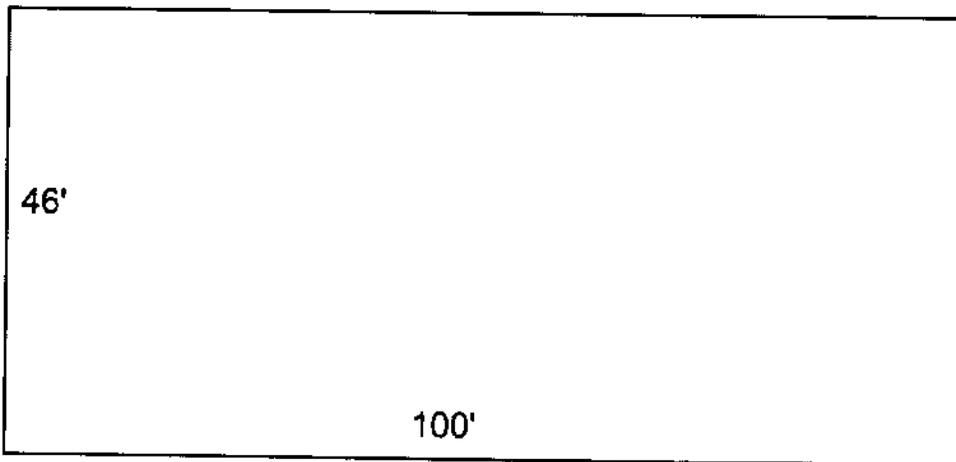
Is there a basement? Yes        No X If yes, length        x width        in feet

Is there an outdoor area? Yes        No X If yes, length        x width        in feet+

\*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

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



**APPLICANT INFORMATION**

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

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

Include **traffic violations**. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES  NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
PLEASE SEE ATTACHED SPREADSHEET				

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

YES  NO

If yes, provide business name and license number \_\_\_\_\_

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

YES  NO

If yes, give name of business and liquor license number \_\_\_\_\_

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

YES  NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement \_\_\_\_\_

b) Include a list of alcohol being purchased, list the name brand, container size and how many \_\_\_\_\_

c) Submit a list of the furniture, fixtures and equipment \_\_\_\_\_

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

\_\_\_\_\_ YES  NO

If yes, list the lender(s) \_\_\_\_\_

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

\_\_\_\_\_ YES  NO

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

---

**No silent partners** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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

\_\_\_\_\_ YES  NO

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

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

\_\_\_\_\_ YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**)

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9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

\_\_\_\_\_ YES  NO

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

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

UMB BANK- P.O. BOX 419226, KANSAS CITY, MO 64141 - CASEY'S CORPORATE ACCOUNTING DEPARTMENT

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

CASEY'S RETAIL COMPANY HOLDS ALCOHOL LICENSES IN THE STATES OF: AR, IA, IL, IN, KS, KY, MI, MN, MO, ND, NE, OH, OK, SD, TN, WI.

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**PLEASE SEE ATTACHED LIST.**

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

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

**NLCC certified training program completed**

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
CHRISTOPHER SIECK	05/19/2022	SERVSAFE ALCOHOL

**Experience**

Applicant Name/Job Title	Date of Employment	Name & Location of Business
CHRISTOPHER SIECK, REGION DIRECTOR FOR CASEY'S RETAIL COMPANY	2021-CURRENT	CASEY'S GENERAL STORES, INC - ONE SE CONVENIENCE BLVD, ANKENY, IA 50021

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

**Documents must be in the name of applicant as owner or lessee**

Lease expiration date \_\_\_\_\_  
 Deed  
 Purchase Agreement

14. When do you intend to open for business? 12/14/2023

15. What will be the main nature of business? CONVENIENCE STORE WITH CARRY OUT FOOD AND BEVERAGE

16. What are the anticipated hours of operation? 5A-10P

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
PLEASE SEE THE ATTACHED LIST					

If necessary, attach a separate sheet

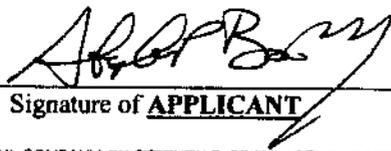
**PERSONAL OATH AND CONSENT OF INVESTIGATION  
SIGNATURE PAGE -- PLEASE READ CAREFULLY**

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

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

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

**Must be signed by all applicant(s) and spouse(s) owning more than 25%  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of APPLICANT

FOR CASEY'S RETAIL COMPANY, BY STEPHEN P. BRAMLAGE JR., PRESIDENT

Printed Name of APPLICANT

Signature of APPLICANT

Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

Signature of SPOUSE

Printed Name of SPOUSE

Nebraska Liquor Control Commission-  
 Application for Liquor License Checklist-  
 Retail, Applicant Information Question #1

Name of Applicant	Date of Conviction	Where Convicted	Description of Charge	Disposition
KRYSTAL MARIE CARTER	Jan-21	LINCOLN, NE	SPD 11-15 MPH	PAID CITATION
KRYSTAL MARIE CARTER	UNKNOWN	LINCOLN, NE	FAILURE TO REGISTER VEHICLE	UNKNOWN
KRYSTAL MARIE CARTER	2002-2003	LINCOLN, NE	MINOR IN POSSESSION	UNKNOWN
KRYSTAL MARIE CARTER	2002-2003	LINCOLN, NE	FAILURE TO APPEAR	UNKNOWN
KRYSTAL MARIE CARTER	Jun-21	LINCOLN, NE	OPERATING BOAT WITHOUT LIFE JACKET	PAID CITATION
ERIC MATTHEW LARSEN	Oct-93	CEDAR FALLS, IA	SPEEDING 6-10 OVER	FINED
ERIC MATTHEW LARSEN	Jun-95	JASPER COUNTY, IA	SPEEDING 55 OR UNDER ZONE (6-10 OVER)	FINED
ERIC MATTHEW LARSEN	Feb-16	POLK COUNTY, IA	SPEEDING OVER 55 ZONE (6-10 OVER)	FINED
ERIC MATTHEW LARSEN	Aug-19	WEST DES MOINES, IA	PUBLIC INTOXICATION	FINED
ANGELA DAWN LARSEN	Nov-04	MARION, IA	AUTO SPEEDING 55 OR < (6-10 OVER)	FINED
SCOTT ALLEN FABER	Jun-98	OKOBOJI, IA	SPEED - 6 THRU 10 OVER	FINED
SCOTT ALLEN FABER	Feb-99	WINNEBAGO COUNTY, IA	SPEEDING 55 OR UNDER ZONE (6-10 OVER)	FINED
SCOTT ALLEN FABER	Sep-00	IOWA CITY, IA	DNU DISORDERLY HOUSE	FINED
SCOTT ALLEN FABER	May-01	PALO ALTO COUNTY, IA	SPEEDING 55 OR UNDER ZONE (6-10 OVER)	FINED
SCOTT ALLEN FABER	Mar-03	JOHNSTON, IA	GENERAL SPEED RESTRICTIONS	FINED
KORY ROBERT ROSS	Feb-06	BREMER COUNTY, IA	SPEEDING OVER 55 ZONE (11-15 OVER)	FINED
KORY ROBERT ROSS	Dec-06	HANCOCK COUNTY, IA	SPEEDING 55 OR UNDER ZONE (6-10 OVER)	FINED
KORY ROBERT ROSS	Mar-09	GRUNDY COUNTY, IA	SPEEDING 55 OR UNDER ZONE (16-20 OVER)	FINED
KORY ROBERT ROSS	Oct-19	POLK COUNTY, IA	SPEEDING OVER 55 ZONE (6-10 OVER)	FINED
KORY ROBERT ROSS	May-21	POLK COUNTY, IA	SPEEDING OVER 55 ZONE (6-10 OVER)	FINED
KERI ANN ROSS	Feb-20	DALLAS COUNTY, IA	REGISTRATION VIOLATION	FINED
DOUGLAS MARSHALL BEECH	Apr-94	POLK COUNTY, IA	SPEEDING IN A 25MPH ZONE	DISMISSED
JANETTE JOELL BEECH	Dec-94	POLK COUNTY, IA	OPERATION W/O REGISTRATION	FINED
JANETTE JOELL BEECH	Nov-99	ANKENY, IA	SPEEDING EXCESS/45 IN A 35	FINED
JANETTE JOELL BEECH	Sep-03	POLK COUNTY, IA	SPEEDING 55 OR UNDER ZONE (6-10 OVER)	FINED
JANETTE JOELL BEECH	Jan-06	POLK COUNTY, IA	SPEEDING OVER 55 ZONE (11-15 OVER)	FINED
JANETTE JOELL BEECH	Aug-07	ANKENY, IA	SPEEDING IN A 25MPH ZONE	FINED
JANETTE JOELL BEECH	May-09	ANKENY, IA	SPEED(6-10 OVER) 55 ZONE OR LESS	FINED

**CASEY'S RETAIL COMPANY**

**OFFICERS/MANAGER AND SPOUSES**

*ATTACHMENT FOR QUESTION #17*

**Stephen P. Bramlage – Chief Financial Officer & President, Spouse: Meghan Allison Bramlage**

2012 – 2015: 60 Linden Lane, Perrysburg, OH 43551

2015 – 2020: 308 Brentford Road, Haverford, PA 19041

2020 – Present: 1613 NW Seasons Drive, Ankeny, IA 50023

**Christopher Sieck, Region Director and Spouse: Kelly Ann Sieck**

2001-2014: 2871 Newport Ave. Omaha NE

2014-2016: 1148 Langworthy St, Dubuque IA 52001

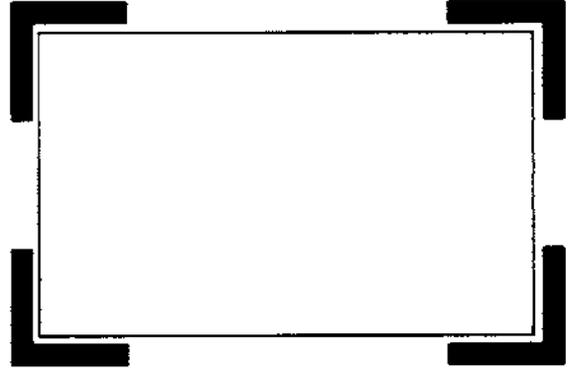
2016 to Present: 14002 Parker St. Omaha NE 68154

**CORPORATION  
FORM 101**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_



**INSTRUCTIONS**

1. All officers, directors and stockholders and their spouses must be listed
2. President/CEO and all members holding over 25 % shares of stock and their spouse must sign the signature page of the application
3. Form 147 is required for President/CEO and all members holding over 25% shares of stock and their spouses must submit fingerprints.
4. Attach copy of Articles of Organization

**Name of Corporation that will hold license as listed on the Articles of Incorporation**

**CASEY'S RETAIL COMPANY**

Name of Registered Agent: UNITED AGENT GROUP, INC.

Corporation Address: ONE SE CONVENIENCE BLVD

City: ANKENY State: IA Zip Code: 50021

Corporation Phone Number: 515-446-6035 Fax Number: 515-446-6303

Total Number of Corporation Shares Issued: NONE

**Name of President/CEO**

**Name and information must be listed on following page**

Last Name: BRAMLAGE First Name: STEPHEN MI: P

Home Address: 1613 NW SEASONS DRIVE City: ANKENY

State: IA Zip Code: 50023 Phone Number: 515-381-5705

FOR CASEY'S RETAIL COMPANY  
BY STEPHEN P. BRAMLAGE, PRESIDENT



Signature of President/CEO

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: BRAMLAGE First Name: STEPHEN MI: P  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: PRESIDENT Number of Shares 0  
Spouse Full Name (indicate N/A if single): MEGHAN ALLISON BRAMLAGE, NON PARTICIPATING SPOUSE  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

---

Last Name: ROSS First Name: KORY MI: R  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: VICE PRESIDENT Number of Shares 0  
Spouse Full Name (indicate N/A if single): KERI ANN ROSS, NON PARTICIPATING SPOUSE  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

---

Last Name: FABER First Name: SCOTT MI: A  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: SECRETARY Number of Shares 0  
Spouse Full Name (indicate N/A if single): KARI ANN FABER, NON PARTICIPATING SPOUSE  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

---

Last Name: BEECH First Name: DOUGLAS MI: M  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Title: ASSISTANT SECRETARY Number of Shares 0  
Spouse Full Name (indicate N/A if single): NANETTE JOELL BEECH, NON PARTICIPATING SPOUSE  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: LARSEN First Name: ERIC MI: M  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): ANGELA DAWN LARSEN, NON PARTICIPATING SPOUSE  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 0

---

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

---

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

---

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

Is the applying corporation owned 100% by another corporation/company??

YES                       NO

If yes, provide Form 185

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

Starting Date: MAY 1                      Ending Date: APRIL 30

Is this a Non-Profit Corporation?

YES                       NO

If yes, provide the Federal ID # N/A

# Nebraska Secretary of State

## CASEY'S RETAIL COMPANY

Wed Aug 30 15:03:54 2023

**SOS Account Number**

10058191

**Status**

Active

**Principal Office Address**

1 SE CONVENIENCE BLVD.  
ANKENY, IA 50021-9672

**Registered Agent and Office Address**

UNITED AGENT GROUP INC.  
12020 SHAMROCK PLAZA #200  
OMAHA, NE 68154

**Nature of Business**

OWNS AND OPERATES RETAIL CONVENIENCE STORES.

**Entity Type**

Foreign Corp

Qualifying State: IA

**Date Filed**

Apr 29 2004

**Next Report Due Date**

Jan 01 2024

Corporation Position	Name	Address
President	JR., STEPH BRAMLAGE	1 SE CONVENIENCE BLVD. ANKENY, IA 50021-9672
Secretary	SCOTT FABER	1 SE CONVENIENCE BLVD. ANKENY, IA 50021-9672
Treasurer	ERIC LARSEN	1 SE CONVENIENCE BLVD. ANKENY, IA 50021-9672
Director	JR., STEPH BRAMLAGE	1 SE CONVENIENCE BLVD. ANKENY, IA 50021-9672
Director	SCOTT FABER	1 SE CONVENIENCE BLVD. ANKENY, IA 50021-9672
Director	ERIC LARSEN	1 SE CONVENIENCE BLVD. ANKENY, IA 50021-9672
ASST. SECRETARY	DOUGLAS M BEECH	ONE SE CONVENIENCE BOULEVARD ANKENY, IA 50021

**Filed Documents**

Filed documents for CASEY'S RETAIL COMPANY may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Foreign Authority	Apr 29 2004	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 03 2006	\$2.25 = 5 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 04 2008	\$2.25 = 5 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Aug 10 2009	Document exceeds maximum page count. Please contact Business Services.	
Tax Return	Feb 25 2010	\$2.25 = 5 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 29 2012	\$2.70 = 6 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Feb 20 2013	Document exceeds maximum page count. Please contact Business Services.	
Tax Return	Jan 24 2014	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Feb 12 2014	Document exceeds maximum page count. Please contact Business Services.	
Tax Return	Feb 24 2016	\$3.15 = 7 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 26 2018	\$3.60 = 8 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Feb 26 2020	\$3.15 = 7 page(s) @ \$0.45 per page	Purchase Now
Merger	May 17 2021	\$1.80 = 4 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Mar 01 2022	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Nov 18 2022	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Global Change	Dec 20 2022	\$3.60 = 8 page(s) @ \$0.45 per page	Purchase Now

**Good Standing Documents**

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be

Apostilled or Authenticated.

**Online Certificate of Good Standing with Electronic Validation**

**\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

293143

STATE OF IOWA  
04 APR 14 PM 12:17

**ARTICLES OF INCORPORATION**

**OF**

**CASEY'S RETAIL COMPANY,  
an Iowa corporation**

333285 ART.10 \$50.00 SELF: 2 4/14/04

**TO THE SECRETARY OF STATE OF THE STATE OF IOWA:**

Pursuant to Section 202 of the Iowa Business Corporation Act, the undersigned, acting as incorporator of a corporation, adopts the following Articles of Incorporation for the corporation.

ARTICLE I

The name of the corporation is Casey's Retail Company (the "Corporation").

ARTICLE II

The number of shares the Corporation is authorized to issue is: Ten Thousand (10,000) shares of no par value common voting stock.

ARTICLE III

The street address of the Corporation's initial registered office in Iowa and the name of its initial registered agent at that office is:

Eli J. Wirtz  
One Convenience Boulevard  
Ankeny, Iowa 50021

ARTICLE IV

The name and address of each incorporator is:

John H. Bunz  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309

(4)

## ARTICLE V

A. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) the amount of a financial benefit received by a director to which the director is not entitled, (ii) an intentional infliction of harm on the corporation or the shareholders, (iii) a violation of Section 490.833 and (iv) an intentional violation of criminal law.

If the Iowa Business Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Iowa Business Corporation Act, as so amended.

Any repeal or modification of this Article by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

B. (1) Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, (a) is or was a director or officer of the Corporation, or (b) is or was serving (at such time as he or she is or was a director or officer of the Corporation) at the request of the Corporation as a director, officer, partner, trustee, administrator, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, partner, trustee, administrator, employee or agent or in any other capacity while serving as a director, officer, partner, trustee, administrator, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Iowa Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be such a director or officer and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, (a) with respect to proceedings seeking to enforce rights to indemnification as provided in paragraph (2) of this Section

B. the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation, (b) in the case of a proceeding brought by or in the right of the Corporation, any such indemnification shall be limited as provided in the Iowa Business Corporation Act and (c) no such indemnification shall be provided to any director or officer, as applicable, for any proceeding wherein it shall ultimately be determined by final judicial decision that such director or officer is liable (i) for receipt of a financial benefit to which the person is not entitled, (ii) an intentional infliction of harm on the corporation or its shareholders, (iii) a violation of Section 490.833 and (iv) an intentional violation of criminal law. The right to indemnification conferred in this Section B shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that if the Iowa Business Corporation Act requires, the payment of such expense incurred by a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of the written affirmation of the good faith belief of such director or officer that he or she has met the standard of conduct necessary for indemnification, and an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision that such director or officer is not entitled to be indemnified under this Section B or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to other employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

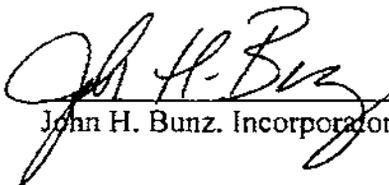
(2) If a claim under paragraph 1 of this Section B is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required affirmation and undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Iowa Business Corporation Act for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he

or she has met the applicable standard of conduct set forth in the Iowa Business Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(3) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other rights which any person may have or hereafter acquire under a provision of the Articles of Incorporation, Bylaws, agreements, vote of stockholders or disinterested directors or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding the office. The Corporation may enter into separate written agreements with directors, officers, employees and agents of the Corporation and of other enterprises, which agreements expressly provide for indemnification and reimbursement of such persons to the fullest extent now or hereafter permitted by this Article or applicable law.

(4) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Iowa Business Corporation Act.

Dated this 14<sup>th</sup> day of April, 2004.

  
John H. Bunz, Incorporator

DCORNELL:408875/E:10281057

FILED  
IOWA  
SECRETARY OF STATE

4/14/04  
12:17 PM  
W379568



**CONTROLLING CORPORATION  
INSERT**

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

Office Use
------------

**Attach copy of Articles as filed with the Nebraska Secretary of State - §53-126**

**Name and address of the controlling corporation of the applying corporation**

Controlling Corporation Name: CASEY'S GENERAL STORES, INC.  
Controlling Corporation Address: ONE SE CONVENIENCE BLVD  
City: ANKENY State: IA Zip Code: 50021

**Provide the names of the top four officer/members of the controlling corporation**

1. Full Name: DARREN M. REBELEZ  
Job Title: PRESIDENT & CEO
2. Full Name: DOUGLAS M. BEECH  
Job Title: ASSISTANT SECRETARY OF CASEY'S RETAIL COMPANY
3. Full Name: STEPHEN P. BRAMLAGE  
Job Title: CHIEF FINANCIAL OFFICER & PRESIDENT OF CASEY'S RETAIL COMPANY
4. Full Name: KORY R. ROSS  
Job Title: VICE PRESIDENT OF CASEY'S RETAIL COMPANY

# Nebraska Secretary of State

## CASEY'S GENERAL STORES, INC.

Wed Aug 30 15:11:49 2023

**SOS Account Number**

0452750

**Status**

Active

**Principal Office Address**

1 SE CONVENIENCE BLVD.

ANKENY, IA 50021

USA

**Registered Agent and Office Address**

UNITED AGENT GROUP INC.

12020 SHAMROCK PLAZA #200

OMAHA, NE 68154

**Nature of Business**

OWNS AND OPERATES RETAIL CONVENIENCE STORES

**Entity Type**

Foreign Corp

Qualifying State: IA

**Date Filed**

Sep 05 1978

**Next Report Due Date**

Jan 01 2024

Corporation Position	Name	Address
President	DARREN M REBELEZ	1 SE CONVENIENCE BLVD. ANKENY, IA 50021 USA
Treasurer	JR., STEPH BRAMLAGE	1 SE CONVENIENCE BLVD., ANKENY, IA 50021
Director	DIANE C BRIDGEWATER	7600 NW 104TH COURT JOHNSTON, IA 50131-8734 USA
Director	DON FRIESON	14112 SARAH ANN STEPHENS DRIVE HUNTERSVILLE, NC 28078 USA
Director	CARA HEIDEN	12911 TIMBERLINE DRIVE URBAN DALE, IA 50323 USA
Director	LYNN HORAK	4848 - 159TH STREET URBAN DALE, IA 50322 USA

Corporation Position	Name	Address
Director	DAVID LENHARDT	5320 E. PALO VERDE DRIVE PARADISE VALLEY, AZ 85253 USA
Director	DARREN M REBELEZ	1 SE CONVENIENCE BLVD. ANKENY, IA 50021 USA
Director	LARREE RENDA	5 SANTA MARIA LANE HILLSBOROUGH, CA 94010 USA
Director	JUDY SCHMELING	13624 DIAMOND HEAD DRIVE TAMPA, FL 33624 USA
Director	ALI WING	1909 HUMBOLDT AVENUE MINNEAPOLIS, MN 55403 USA
VP, ADVERTISING	MEGAN T ELFERS	1 SE CONVENIENCE BLVD. ANKENY, IA 50021 USA
VP, FINANCE	SAMUEL J JAMES	1 SE CONVENIENCE BLVD. ANKENY, IA 50021 USA
VP, ACCOUNTING & TREASURER	JAMES PISTILLO	1 SE CONVENIENCE BLVD. ANKENY, IA 50021 USA

### Associated Entities

Account Number	Name	Type	Status
10254909	CASEY'S	Trade Name	Active
10254905	CASEY'S GENERAL STORE	Trade Name	Active

### Filed Documents

Filed documents for CASEY'S GENERAL STORES, INC. may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Foreign Authority	Sep 05 1978		
Change of Agent or Office	Jul 25 1985	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Merger	Oct 11 1985	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Document	Date Filed	Price	
Merger	Oct 11 1985	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Non Payment of Taxes	Apr 16 1990		
Certificate of Revival	Sep 26 1990		
Tax Return	May 04 1999	\$1.80 = 4 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Apr 20 2000	\$2.25 = 5 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Jul 21 2000	Document exceeds maximum page count. Please contact Business Services.	
Tax Return	Apr 10 2001	\$2.25 = 5 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 26 2002	\$2.70 = 6 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 13 2003	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 04 2004	\$1.80 = 4 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 02 2006	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 29 2008	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Aug 10 2009	Document exceeds maximum page count. Please contact Business Services.	
Tax Return	Feb 04 2010	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 08 2012	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Feb 20 2013	Document exceeds maximum page count. Please contact Business Services.	
Tax Return	Jan 22 2014	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Feb 12 2014	Document exceeds maximum page count. Please contact Business Services.	
Tax Return	Feb 09 2016	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 16 2018	\$1.80 = 4 page(s) @ \$0.45 per page	Purchase Now

Document	Date Filed	Price	
Occupation Tax Report	Feb 21 2020	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Jan 26 2022	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Nov 17 2022	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Global Change	Dec 20 2022	\$3.60 = 8 page(s) @ \$0.45 per page	Purchase Now

### Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

#### Online Certificate of Good Standing with Electronic Validation

**\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

#### Certificate of Good Standing - USPS Mail Delivery

**\$10.00**

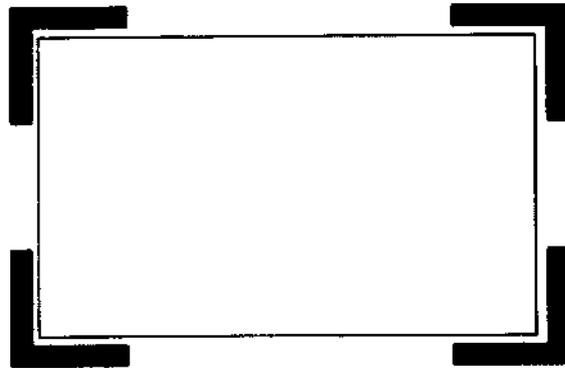
This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

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

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



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

**DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

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

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

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

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

Trade Name: CASEY'S RETAIL COMPANY

Name of Person Bring Fingerprinted: STEPHEN P. BRAMLAGE JR.

Date of Birth:                      Last 4 SSN:                      Date fingerprints were taken:                     

Location where fingerprints were taken: FINGERPRINTS ON FILE WITH NLCC

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK #                     

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

FOR CASEY'S RETAIL COMPANY,  
BY STEPHEN P. BRAMLAGE JR., PRESIDENT

**SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED**

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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

Office Use

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

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

Meghan Bramlage  
Signature of **NON-PARTICIPATING SPOUSE**  
MEGHAN A. BRAMLAGE  
Print Name

Stephen P. Bramlage Jr.  
Signature of **APPLICANT**  
STEPHEN P. BRAMLAGE JR.  
Print Name

State of IOWA, County of POLK

State of IOWA, County of POLK

The foregoing instrument was acknowledged before me  
this 07/05/2022 (date)

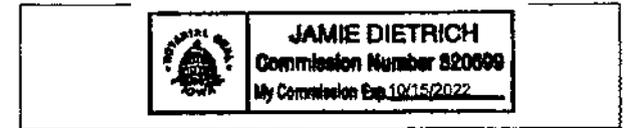
The foregoing instrument was acknowledged before me  
this 07/05/2022 (date)

by MEGHAN A. BRAMLAGE  
Name of person acknowledged  
(Individual signing document)

by STEPHEN P. BRAMLAGE JR.  
Name of person acknowledged  
(Individual signing document)

Jamie Dietrich  
Notary Public Signature

Jamie Dietrich  
Notary Public Signature



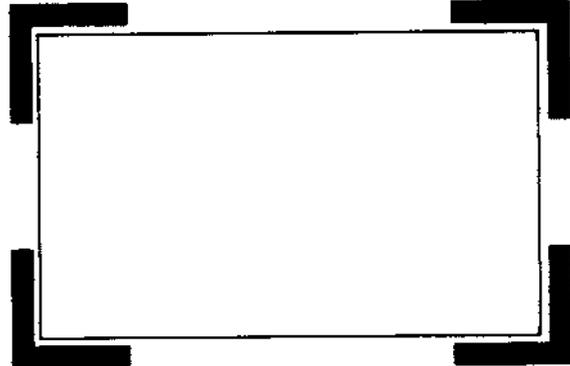
In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities  
A ten day advance period is requested in writing to produce the alternate format

# MANAGER APPLICATION FORM 103

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_



## MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who will participate in the business, the spouse must meet the same requirements as the manager applicant:

Spouse who will not participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

## CORPORATION/LLC INFORMATION

Name of Corporation/LLC: CASEY'S RETAIL COMPANY

## PREMISES INFORMATION

Premises Trade Name/DBA: CASEY'S #4304

Premises Street Address: 2151 CARDINAL LANE

City: CRETE County: SALINE Zip Code: 68333

Premises Phone Number: 515-446-6035

Premises Email address: MORGAN.WIERSCHKE@CASEYS.COM

FOR CASEY'S RETAIL COMPANY,  
BY STEPHEN P. BRAMLAGE, PRESIDENT

## **SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



**MANAGER INFORMATION**

Last Name: SIECK First Name: CHRISTOPHER MI: C  
 Home Address: 14002 PARKER ST  
 City: OMAHA County: DOUGLAS Zip Code: 68154  
 Home Phone Number: 515-601-7303  
 Driver's License Number: [REDACTED]  
 Social Security Number: [REDACTED]  
 Date of Birth: [REDACTED] Place of Birth: [REDACTED]  
 Email address: CHRIS.SIECK@CASEYS.COM

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

YES  NO

**Spouse's information**

Spouses Last Name: SIECK First Name: KELLY MI: A  
 Social Security Number: [REDACTED]  
 Driver's License Number: [REDACTED]  
 Date of Birth: [REDACTED] Place of Birth: [REDACTED]

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
OMAHA, NE	2016	2023			
DUBUQUE, IA	2014	2016			
OMAHA, NE	2001	2014			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2021	2023	CASEY'S	DAVE JOHNSON	605-370-4654
2004	2021	DOLLAR GENERAL	ERIC ANGLADE	480-450-2781

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

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

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

YES       NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
CHRISTOPHER SIECK	09/2021	OMAHA, NE	FOLLOWING TO CLOSELY	FINE AND DRIVING COURSE

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

YES       NO

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

N/A

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

YES       NO

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
CHRISTOPHER SIECK	05/19/2022	SERVSAFE ALCOHOL

\*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
CHRISTOPHER SIECK, REGION DIRECTOR FOR CASEY'S RETAIL COMPANY	2021-CURRENT	CASEY'S GENERAL STORES, INC - ONE SE CONVENIENCE BLVD. ANKENY, IA 50021

5. Have you enclosed Form 147 regarding fingerprints?

YES       NO

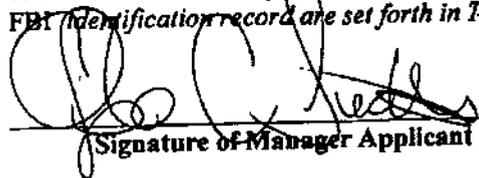
**PERSONAL OATH AND CONSENT OF INVESTIGATION**

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec 653-131.01) Nebraska Liquor Control Act.

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

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

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

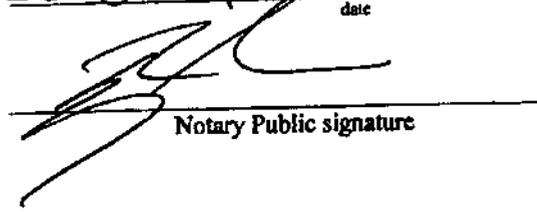
  
Signature of Manager Applicant

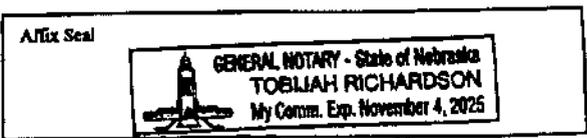
  
Signature of Spouse

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Douglas The foregoing instrument was acknowledged before me this

June 3, 2022 by Tobilah Richardson  
date NAME OF PERSON BEING ACKNOWLEDGED

  
Notary Public signature



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

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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

Office Use

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

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

Kelly A. Sieck  
Signature of **NON-PARTICIPATING SPOUSE**  
**KELLY A. SIECK**  
Print Name

Christopher C. Sieck  
Signature of **APPLICANT**  
**CHRISTOPHER C. SIECK**  
Print Name

State of Nebraska, County of Douglas

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me  
this 4-19-23 (date)

The foregoing instrument was acknowledged before me  
this 4/19/2023 (date)

by KELLY A. SIECK  
Name of person acknowledged  
(Individual signing document)

by CHRISTOPHER C. SIECK  
Name of person acknowledged  
(Individual signing document)

[Signature]  
Notary Public Signature

[Signature]  
Notary Public Signature

DREW TURNER  
General Notary Public - State of Nebraska  
My Commission Expires Mar 14, 2026

DREW TURNER  
General Notary Public - State of Nebraska  
My Commission Expires Mar 14, 2026

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

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

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

Office Use only
Date Stamp HERE ONLY
Do not stamp any of the following pages

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

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

**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name \_\_\_\_\_

Name of Person Being Fingerprinted: Christopher C Sieck

Date of Birth: \_\_\_\_\_ Last 4 SSN: \_\_\_\_\_

Date fingerprints were taken: 06/03/2022

Location where fingerprints were taken: 4411 S 108th St. Omaha NE 68127

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

# Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.



ID # 21767608  
CARD # 22141186

## ServSafe Alcohol® CERTIFICATE

CHRISTOPHER SIECK



NAME

5/18/2022

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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Sherman Brown  
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol responsible alcohol service program.

ServSafe.com.

ServiceCenter@restaurant.org  
800.765.2122, ext. 6703.



233 South Wacker Drive  
Suite 3600  
Chicago, IL 60606-6383  
1-800-SERVSAFE  
312.715.1010 in the Chicago area  
ServSafe.com

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NEBRASKA DOCUMENTARY  
STAMP TAX

Date: 06/06/23

\$1379.25

By JH

Gen.	Num.	Paged	ROD	Cards	Copy
Register of Deeds					

Submitted by: Nebraska Title Company-Beatrice 210  
Filing Fee: \$16.00  
Page Count: 2

STATE OF NEBRASKA } SS  
SALINE COUNTY

Entered in numerical Index and filed on record,  
the 06 day of June 2023  
at 03:15 o'clock PM and Recorded  
as Instrument number 2023-00827

*[Signature]*  
County Clerk  
Electronically Recorded By JH

**WARRANTY DEED**

Crete Hillside Development Group, LLC, a Nebraska Limited Liability Company, GRANTOR, in consideration of One Dollar and other good and valuable consideration received from Casey's Retail Company, an Iowa corporation, GRANTEE, hereby conveys to GRANTEE the following described real estate (as defined in Neb. Rev. Stat. 76-201):

Lot Two (2), Cardinal Lane Commercial 4th Addition, City of Crete, Saline County,  
Nebraska.

GRANTOR covenant with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances, except encumbrances, liens, easements and restrictions of record;
- (2) has legal power and lawful authority to convey the same; and
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Dated June 6, 2023

Crete Hillside Development Group, LLC,  
a Nebraska Limited Liability Company

By: Ronald Dittmer  
Ronald Dittmer, Member

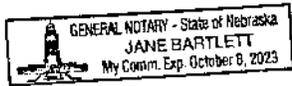
By: Terry Dittmer  
Terry Dittmer, Member

By: Dean Mach  
Dean Mach, Member

Please Return recorded document to:  
Nebraska Title Company  
629 Court Street  
Beatrice, NE 68310

STATE OF Nebraska )  
 ) ss.  
COUNTY OF Saline )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2023  
Ronald Dittmer, Terry Dittmer and Dean Mach, Members of by Crete Hillside Development Group, LLC,  
a Nebraska Limited Liability Company.



Jane Bartlett  
Notary Public  
0330506



*Casey's Business Plan:*

*Casey's General Stores, Inc., parent to Casey's Retail Company (Casey's), operates convenience stores in 17 states. The stores carry a selection of food (including freshly prepared foods, such as pizza, donuts, and sandwiches), beverages, tobacco products, health and beauty aids, automotive products, and other non-food items. In addition, most stores offer gasoline for sale on a self-service basis.*

IL Liquor Licenses					
Store #	City	County	State	Permit Coverage	Permit Category
2547	CARTHAGE	HANCOCK	IL	CITY	ALCOHOL
3834	WEST DUNDEE	KANE	IL	CITY	ALCOHOL
2508	MENDOTA	LA SALLE	IL	CITY	ALCOHOL
2160	PICKNEYVILLE	PERRY	IL	CITY	ALCOHOL
2358	TREMONT	TAZEWELL	IL	CITY	ALCOHOL
2282	FLORA	CLAY	IL	CITY	ALCOHOL
3516	MOUNT MORRIS	OGLE	IL	CITY	ALCOHOL
2825	MAROA	MACON	IL	CITY	ALCOHOL
2191	CARLYLE	CLINTON	IL	CITY	ALCOHOL
1288	BRADFORD	STARK	IL	CITY	ALCOHOL
2459	LINCOLN	LOGAN	IL	CITY	ALCOHOL
1626	CRESCENT CITY	IROQUOIS	IL	CITY	ALCOHOL
3501	LINCOLN	LOGAN	IL	CITY	ALCOHOL
1597	CREVE COEUR	TAZEWELL	IL	CITY	ALCOHOL
2283	ENERGY	WILLIAMSON	IL	CITY	ALCOHOL
3760	LOVES PARK	WINNEBAGO	IL	CITY	ALCOHOL
2546	ERIE	WHITESIDE	IL	CITY	ALCOHOL
2927	FORREST	LIVINGSTON	IL	CITY	ALCOHOL
2216	HURST (DESOTO)	WILLIAMSON	IL	CITY	ALCOHOL
3482	LENA	STEPHENSON	IL	CITY	ALCOHOL
1666	LOUISVILLE	CLAY	IL	CITY	ALCOHOL
3500	METAMORA	WOODFORD	IL	CITY	ALCOHOL
1636	MILLEDGEVILLE	CARROLL	IL	CITY	ALCOHOL
3252	NEW ATHENS	ST CLAIR	IL	CITY	ALCOHOL
1580	NOKOMIS	MONTGOMERY	IL	CITY	ALCOHOL
1498	NORTH PEKIN	TAZEWELL	IL	CITY	ALCOHOL
2210	NORTH PEKIN	TAZEWELL	IL	CITY	ALCOHOL
3469	PLANO	KENDALL	IL	CITY	ALCOHOL
2483	POTOMAC	VERMILION	IL	CITY	ALCOHOL
1613	SAN JOSE	LOGAN	IL	CITY	ALCOHOL
3493	SHANNON	CARROLL	IL	CITY	ALCOHOL
3497	SOUTH PEKIN	TAZEWELL	IL	CITY	ALCOHOL
1632	ST DAVID	FULTON	IL	CITY	ALCOHOL
2674	VIOLA	MERCER	IL	CITY	ALCOHOL
3547	EAST PEORIA	TAZEWELL	IL	CITY	ALCOHOL
3284	MANTENO	KANKAKEE	IL	CITY	ALCOHOL
3402	MANTENO	KANKAKEE	IL	CITY	ALCOHOL
1754	BUSHNELL	MCDONOUGH	IL	CITY	ALCOHOL
3464	MORRISONVILLE	CHRISTIAN	IL	CITY	ALCOHOL
3431	FARMER CITY	DE WITT	IL	CITY	ALCOHOL
3542	WEST CITY	FRANKLIN	IL	CITY	ALCOHOL
3542	WEST CITY	FRANKLIN	IL	CITY	ALCOHOL
3272	SYCAMORE	SYCAMORE	IL	CITY	ALCOHOL
2434	DAKOTA	STEPHENSON	IL	CITY	ALCOHOL
3342	PERU	LA SALLE	IL	CITY	ALCOHOL

3804	PERU	LA SALLE	IL	CITY	ALCOHOL
2360	ROANOKE	WOODFORD	IL	CITY	ALCOHOL
3053	MACKINAW	TAZEWELL	IL	CITY	ALCOHOL
2217	ST ANNE	KANKAKEE	IL	CITY	ALCOHOL
2165	CARRIER MILLS	SALINE	IL	CITY	ALCOHOL
1320	SHABBONA	DEKALB	IL	CITY	ALCOHOL
1979	MINOOKA	GRUNDY	IL	CITY	ALCOHOL
2158	WASHINGTON	TAZEWELL	IL	CITY	ALCOHOL
1656	WASHINGTON	TAZEWELL	IL	CITY	ALCOHOL
3279	WATERMAN	DEKALB	IL	CITY	ALCOHOL
2066	MARSHALL	CLARK	IL	CITY	ALCOHOL
2313	GENESEO	HENRY	IL	CITY	ALCOHOL
1831	LAWRENCEVILLE	LAWRENCE	IL	CITY	ALCOHOL
3278	GENESEO	HENRY	IL	CITY	ALCOHOL
1726	STERLING	WHITESIDE	IL	CITY	ALCOHOL
2557	CLAY CITY	CLAY	IL	CITY	ALCOHOL
2031	SIDNEY	CHAMPAIGN	IL	CITY	ALCOHOL
2326	STREATOR	LA SALLE	IL	CITY	ALCOHOL
2380	ANDALUSIA	ROCK ISLAND	IL	CITY	ALCOHOL
1422	GLASFORD	PEORIA	IL	CITY	ALCOHOL
2814	ASSUMPTION	CHRISTIAN	IL	CITY	ALCOHOL
1275	AVON	FULTON	IL	CITY	ALCOHOL
1802	CARLINVILLE	MACOUPIN	IL	CITY	ALCOHOL
1494	CULLOM	LIVINGSTON	IL	CITY	ALCOHOL
2649	DELAVAN	TAZEWELL	IL	CITY	ALCOHOL
1775	HOOPESTON	VERMILION	IL	CITY	ALCOHOL
1882	HOOPESTON	VERMILION	IL	CITY	ALCOHOL
1596	LOVINGTON	MOULTRIE	IL	CITY	ALCOHOL
2673	ORION	HENRY	IL	CITY	ALCOHOL
2382	REYNOLDS	ROCK ISLAND	IL	CITY	ALCOHOL
1524	RIDGE FARM	VERMILION	IL	CITY	ALCOHOL
1457	SAYBROOK	MCLEAN	IL	CITY	ALCOHOL
1665	SENECA	LA SALLE	IL	CITY	ALCOHOL
1750	ABINGDON	KNOX	IL	CITY	ALCOHOL
1971	ARCOLA	DOUGLAS	IL	CITY	ALCOHOL
1323	ATKINSON	HENRY	IL	CITY	ALCOHOL
3390	BEECHER	WILL	IL	CITY	ALCOHOL
2277	BELLEVILLE	ST CLAIR	IL	CITY	ALCOHOL
2926	BRADLEY	KANKAKEE	IL	CITY	ALCOHOL
1348	FLANAGAN	LIVINGSTON	IL	CITY	ALCOHOL
1756	BRIDGEPORT	LAWRENCE	IL	CITY	ALCOHOL
3437	BYRON	OGLE	IL	CITY	ALCOHOL
2837	CAMP POINT	ADAMS	IL	CITY	ALCOHOL
1452	CHATSWORTH	LIVINGSTON	IL	CITY	ALCOHOL
3866	CHILLICOTHE	PEORIA	IL	CITY	ALCOHOL
1349	DEPUE	BUREAU	IL	CITY	ALCOHOL
2633	FAIRBURY	LIVINGSTON	IL	CITY	ALCOHOL

2043	FARMINGTON	FULTON	IL	CITY	ALCOHOL
2188	GALESBURG	KNOX	IL	CITY	ALCOHOL
3416	GALESBURG	KNOX	IL	CITY	ALCOHOL
2230	GARDNER	GRUNDY	IL	CITY	ALCOHOL
1811	GIBSON CITY	FORD	IL	CITY	ALCOHOL
2928	GIBSON CITY	FORD	IL	CITY	ALCOHOL
2231	GRANT PARK	KANKAKEE	IL	CITY	ALCOHOL
1842	HAMILTON	HANCOCK	IL	CITY	ALCOHOL
2224	HOMER	CHAMPAIGN	IL	CITY	ALCOHOL
3455	LANARK	CARROLL	IL	CITY	ALCOHOL
3388	LA SALLE	LA SALLE	IL	CITY	ALCOHOL
3388	LA SALLE	LA SALLE	IL	CITY	ALCOHOL
2355	MAPLE PARK	DEKALB	IL	CITY	ALCOHOL
3595	MARSEILLES	LA SALLE	IL	CITY	ALCOHOL
2827	MAZON	GRUNDY	IL	CITY	ALCOHOL
2804	MILFORD	IROQUOIS	IL	CITY	ALCOHOL
1326	MINONK	WOODFORD	IL	CITY	ALCOHOL
3256	MOUNT STERLING	BROWN	IL	CITY	ALCOHOL
2167	MOUNT VERNON	JEFFERSON	IL	CITY	ALCOHOL
2167	MOUNT VERNON	JEFFERSON	IL	CITY	ALCOHOL
1891	MURPHYSBORO	JACKSON	IL	CITY	ALCOHOL
2071	NASHVILLE	WASHINGTON	IL	CITY	ALCOHOL
1135	NAUVOO	HANCOCK	IL	CITY	ALCOHOL
1674	NEOGA	CUMBERLAND	IL	CITY	ALCOHOL
1310	OGLESBY	LA SALLE	IL	CITY	ALCOHOL
1708	OTTAWA	LA SALLE	IL	CITY	ALCOHOL
1703	CASEY	CLARK	IL	CITY	ALCOHOL
2484	PALESTINE	CRAWFORD	IL	CITY	ALCOHOL
1590	PAW PAW	LEE	IL	CITY	ALCOHOL
2025	PAXTON	FORD	IL	CITY	ALCOHOL
2929	PAXTON	FORD	IL	CITY	ALCOHOL
1372	HERSCHER	KANKAKEE	IL	CITY	ALCOHOL
2333	PETERSBURG	MENARD	IL	CITY	ALCOHOL
1616	PLEASANT PLAINS	SANGAMON	IL	CITY	ALCOHOL
1702	HAVANA	MASON	IL	CITY	ALCOHOL
2509	POLO	OGLE	IL	CITY	ALCOHOL
3494	MOMENCE	KANKAKEE	IL	CITY	ALCOHOL
1837	PRINCETON	BUREAU	IL	CITY	ALCOHOL
3531	PRINCETON	BUREAU	IL	CITY	ALCOHOL
3538	LE ROY	MCLEAN	IL	CITY	ALCOHOL
2439	PRINCEVILLE	PEORIA	IL	CITY	ALCOHOL
1677	RAMSEY	FAYETTE	IL	CITY	ALCOHOL
1999	RUSHVILLE	SCHUYLER	IL	CITY	ALCOHOL
3097	SANDWICH	DEKALB	IL	CITY	ALCOHOL
2535	SAVANNA	CARROLL	IL	CITY	ALCOHOL
1258	SHEFFIELD	BUREAU	IL	CITY	ALCOHOL
1903	SHELBYVILLE	SHELBY	IL	CITY	ALCOHOL

1843	ROCK FALLS	WHITESIDE	IL	CITY	ALCOHOL
1859	ROCK FALLS	WHITESIDE	IL	CITY	ALCOHOL
3498	ROCK FALLS	WHITESIDE	IL	CITY	ALCOHOL
2605	MORRISON	WHITESIDE	IL	CITY	ALCOHOL
2368	KANKAKEE	KANKAKEE	IL	CITY	ALCOHOL
1963	HILLSBORO	MONTGOMERY	IL	CITY	ALCOHOL
1830	HILLSBORO	MONTGOMERY	IL	CITY	ALCOHOL
1608	HILLSBORO	MONTGOMERY	IL	CITY	ALCOHOL
3721	MACHESNEY PARK	WINNEBAGO	IL	CITY	ALCOHOL
1420	COLFAX	MCLEAN	IL	CITY	ALCOHOL
1634	COULTERVILLE	RANDOLPH	IL	CITY	ALCOHOL
1770	ST JOSEPH	CHAMPAIGN	IL	CITY	ALCOHOL
3015	MARYVILLE	MADISON	IL	CITY	ALCOHOL
1304	TAMPICO	WHITESIDE	IL	CITY	ALCOHOL
1832	TEUTOPOLIS	EFFINGHAM	IL	CITY	ALCOHOL
1945	TRENTON	CLINTON	IL	CITY	ALCOHOL
1318	WENONA	MARSHALL	IL	CITY	ALCOHOL
1700	WESTVILLE	VERMILION	IL	CITY	ALCOHOL
1672	WINDSOR	SHELBY	IL	CITY	ALCOHOL
1819	KEWANEE	HENRY	IL	CITY	ALCOHOL
1716	ATHENS	MENARD	IL	CITY	ALCOHOL
1539	GEORGETOWN	VERMILION	IL	CITY	ALCOHOL
2670	GREENUP	CUMBERLAND	IL	CITY	ALCOHOL
2162	PEOTONE	WILL	IL	CITY	ALCOHOL
2820	CERRO GORDO	PIATT	IL	CITY	ALCOHOL
1852	WASHBURN	WOODFORD	IL	CITY	ALCOHOL
2195	O'FALLON	ST CLAIR	IL	CITY	ALCOHOL
2095	EUREKA	WOODFORD	IL	CITY	ALCOHOL
2215	WOOD RIVER	MADISON	IL	CITY	ALCOHOL
1513	TAYLORVILLE	CHRISTIAN	IL	CITY	ALCOHOL
2938	TAYLORVILLE	CHRISTIAN	IL	CITY	ALCOHOL
2938	TAYLORVILLE	CHRISTIAN	IL	CITY	ALCOHOL
1628	BETHANY	MOULTRIE	IL	CITY	ALCOHOL
2053	SESSER	FRANKLIN	IL	CITY	ALCOHOL
2042	TILDEN	RANDOLPH	IL	CITY	ALCOHOL
1797	WAMAC (CENTRALIA)	MARION	IL	CITY	ALCOHOL
1482	WITT	MONTGOMERY	IL	CITY	ALCOHOL
1995	MONMOUTH	WARREN	IL	CITY	ALCOHOL
2501	MONMOUTH	WARREN	IL	CITY	ALCOHOL
3544	MONMOUTH	WARREN	IL	CITY	ALCOHOL
1707	KNOXVILLE	KNOX	IL	CITY	ALCOHOL
3725	YORKVILLE	KENDALL	IL	CITY	ALCOHOL
3048	SPRING VALLEY	BUREAU	IL	CITY	ALCOHOL
2558	TOLONO	CHAMPAIGN	IL	CITY	ALCOHOL
2027	LA HARPE	HANCOCK	IL	CITY	ALCOHOL
1996	WHITE HALL	GREENE	IL	CITY	ALCOHOL
2041	ELMWOOD	PEORIA	IL	CITY	ALCOHOL

3376	HARVARD	MCHENRY	IL	CITY	ALCOHOL
1815	MACOMB	MCDONOUGH	IL	CITY	ALCOHOL
3652	FREEMPORT	STEPHENSON	IL	CITY	ALCOHOL
3612	STONINGTON	CHRISTIAN	IL	CITY	ALCOHOL
3539	CRYSTAL LAKE	MCHENRY	IL	CITY	ALCOHOL
1856	DU QUOIN	PERRY	IL	CITY	ALCOHOL
2337	DU QUOIN	PERRY	IL	CITY	ALCOHOL
1727	ELKVILLE	JACKSON	IL	CITY	ALCOHOL
3554	MULBERRY GROVE	BOND	IL	CITY	ALCOHOL
2016	PONTOON BEACH	MADISON	IL	CITY	ALCOHOL
1792	WEST SALEM	EDWARDS	IL	CITY	ALCOHOL
1633	ROYALTON	FRANKLIN	IL	CITY	ALCOHOL
2852	TOLUCA	MARSHALL	IL	CITY	ALCOHOL
1392	LELAND	LA SALLE	IL	CITY	ALCOHOL
1153	ASHTON	LEE	IL	CITY	ALCOHOL
2021	RANTOUL	CHAMPAIGN	IL	CITY	ALCOHOL
2930	RANTOUL	CHAMPAIGN	IL	CITY	ALCOHOL
1808	SULLIVAN	MOULTRIE	IL	CITY	ALCOHOL
1401	CLINTON	DE WITT	IL	CITY	ALCOHOL
3754	CLINTON	DE WITT	IL	CITY	ALCOHOL
1473	ATWOOD	DOUGLAS	IL	CITY	ALCOHOL
2446	BALDWIN	RANDOLPH	IL	CITY	ALCOHOL
1760	BLUE MOUND	MACON	IL	CITY	ALCOHOL
1468	BRACEVILLE	GRUNDY	IL	CITY	ALCOHOL
3071	BRIMFIELD	PEORIA	IL	CITY	ALCOHOL
2383	CRESTON	OGLE	IL	CITY	ALCOHOL
1618	GREEN VALLEY	TAZEWELL	IL	CITY	ALCOHOL
2617	GREENVIEW	MENARD	IL	CITY	ALCOHOL
1771	GRIGGSVILLE	PIKE	IL	CITY	ALCOHOL
2310	HARTFORD	MADISON	IL	CITY	ALCOHOL
1379	HILLCREST	OGLE	IL	CITY	ALCOHOL
2290	JONESBORO	UNION	IL	CITY	ALCOHOL
2577	KINCAID	CHRISTIAN	IL	CITY	ALCOHOL
2428	LEWISTOWN	FULTON	IL	CITY	ALCOHOL
1944	MENDON	ADAMS	IL	CITY	ALCOHOL
1924	PARIS	EDGAR	IL	CITY	ALCOHOL
2376	PARIS	EDGAR	IL	CITY	ALCOHOL
1542	ROODHOUSE	GREENE	IL	CITY	ALCOHOL
1477	WATAGA	KNOX	IL	CITY	ALCOHOL
1909	WEST FRANKFORT	FRANKLIN	IL	CITY	ALCOHOL
1526	ONARGA	IROQUOIS	IL	CITY	ALCOHOL
2076	CANTON	FULTON	IL	CITY	ALCOHOL
2932	CANTON	FULTON	IL	CITY	ALCOHOL
2059	CHRISTOPHER	FRANKLIN	IL	CITY	ALCOHOL
1547	STAUNTON	MACOUPIN	IL	CITY	ALCOHOL
1956	STAUNTON	MACOUPIN	IL	CITY	ALCOHOL
2591	MOUNT ZION	MACON	IL	CITY	ALCOHOL

2321	SPARTA	RANDOLPH	IL	CITY	ALCOHOL
1758	JERSEYVILLE	JERSEY	IL	CITY	ALCOHOL
2332	JERSEYVILLE	JERSEY	IL	CITY	ALCOHOL
1615	CUBA	FULTON	IL	CITY	ALCOHOL
1292	WARREN	JO DAVIESS	IL	CITY	ALCOHOL
1871	CENTRALIA	MARION	IL	CITY	ALCOHOL
2190	CENTRALIA	CLINTON	IL	CITY	ALCOHOL
1962	CHATHAM	SANGAMON	IL	CITY	ALCOHOL
2457	CHATHAM	SANGAMON	IL	CITY	ALCOHOL
1183	QUINCY	ADAMS	IL	CITY	ALCOHOL
2599	QUINCY	ADAMS	IL	CITY	ALCOHOL
1913	WARRENSBURG	MACON	IL	CITY	ALCOHOL
3829	ROCKFORD	WINNEBAGO	IL	CITY	ALCOHOL
2934	NORMAL	MCLEAN	IL	CITY	ALCOHOL
2267	NORMAL	MCLEAN	IL	CITY	ALCOHOL
1655	NORMAL	MCLEAN	IL	CITY	ALCOHOL
1671	TOLEDO	CUMBERLAND	IL	CITY	ALCOHOL
2249	GODFREY	MADISON	IL	CITY	ALCOHOL
1851	GODFREY	MADISON	IL	CITY	ALCOHOL
3451	GALENA	JO DAVIESS	IL	CITY	ALCOHOL
1929	PORT BYRON	ROCK ISLAND	IL	CITY	ALCOHOL
2851	HEYWORTH	MCLEAN	IL	CITY	ALCOHOL
2897	MASCOUTAH	ST CLAIR	IL	CITY	ALCOHOL
1698	OAKWOOD	VERMILION	IL	CITY	ALCOHOL
3646	FORSYTH	MACON	IL	CITY	ALCOHOL
3083	ROSCOE	WINNEBAGO	IL	CITY	ALCOHOL
1525	TUSCOLA	DOUGLAS	IL	CITY	ALCOHOL
1972	HIGHLAND	MADISON	IL	CITY	ALCOHOL
2073	ANNA	UNION	IL	CITY	ALCOHOL
1412	STILLMAN VALLEY	OGLE	IL	CITY	ALCOHOL
1821	SOUTH ROXANA	MADISON	IL	CITY	ALCOHOL
1939	DECATUR	MACON	IL	CITY	ALCOHOL
1766	DECATUR	MACON	IL	CITY	ALCOHOL
1986	MARISSA	ST CLAIR	IL	CITY	ALCOHOL
1501	WYOMING	STARK	IL	CITY	ALCOHOL
1888	WAVERLY	MORGAN	IL	CITY	ALCOHOL
1907	VIRDEN	MACOUPIN	IL	CITY	ALCOHOL
1490	VARNA	MARSHALL	IL	CITY	ALCOHOL
2242	PEORIA	PEORIA	IL	CITY	ALCOHOL
1630	CHENOA	MCLEAN	IL	CITY	ALCOHOL
2507	PONTIAC	LIVINGSTON	IL	CITY	ALCOHOL
3383	PEORIA	PEORIA	IL	CITY	ALCOHOL
3095	EL PASO	WOODFORD	IL	CITY	ALCOHOL
2022	VILLA GROVE	DOUGLAS	IL	CITY	ALCOHOL
1507	DEER CREEK	TAZEWELL	IL	CITY	ALCOHOL
3598	BELVIDERE	BOONE	IL	CITY	ALCOHOL
2516	WAPPELLA	DE WITT	IL	CITY	ALCOHOL

1926	METROPOLIS	MASSAC	IL	CITY	ALCOHOL
1836	LADD	BUREAU	IL	CITY	ALCOHOL
1669	GIFFORD	CHAMPAIGN	IL	CITY	ALCOHOL
2637	ROSSVILLE	VERMILION	IL	CITY	ALCOHOL
1540	LITCHFIELD	MONTGOMERY	IL	CITY	ALCOHOL
3751	LACON	MARSHALL	IL	CITY	ALCOHOL
1555	RANKIN	VERMILION	IL	CITY	ALCOHOL
2170	BREESE	CLINTON	IL	CITY	ALCOHOL
1492	THOMASBORO	CHAMPAIGN	IL	CITY	ALCOHOL
2554	BLOOMINGTON	MCLEAN	IL	CITY	ALCOHOL
1721	BLOOMINGTON	MCLEAN	IL	CITY	ALCOHOL
1764	BLOOMINGTON	MCLEAN	IL	CITY	ALCOHOL
2226	COLLINSVILLE	MADISON	IL	CITY	ALCOHOL
1809	LITCHFIELD	MONTGOMERY	IL	CITY	ALCOHOL
1839	GILLESPIE	MACOUPIN	IL	CITY	ALCOHOL
1573	BENLD	MACOUPIN	IL	CITY	ALCOHOL
1301	TOULON	STARK	IL	CITY	ALCOHOL
1668	LEWISTOWN	FULTON	IL	CITY	ALCOHOL
3536	ROSCOE	WINNEBAGO	IL	CITY	ALCOHOL
1627	MINIER	TAZEWELL	IL	CITY	ALCOHOL
2660	GALVA	HENRY	IL	CITY	ALCOHOL
2227	LEBANON	ST CLAIR	IL	CITY	ALCOHOL
1638	ALBERS	CLINTON	IL	CITY	ALCOHOL
1625	HERRIN	WILLIAMSON	IL	CITY	ALCOHOL
1625	HERRIN	WILLIAMSON	IL	CITY	ALCOHOL
1637	DALLAS CITY	HANCOCK	IL	CITY	ALCOHOL
2074	CARBON CLIFF	ROCK ISLAND	IL	CITY	ALCOHOL
1661	PHILO	CHAMPAIGN	IL	CITY	ALCOHOL
1722	MATTOON	COLES	IL	CITY	ALCOHOL
2872	PROPHETSTOWN	WHITESIDE	IL	CITY	ALCOHOL
1880	GRANVILLE	PUTNAM	IL	CITY	ALCOHOL
1975	PANA	CHRISTIAN	IL	CITY	ALCOHOL
1561	BECKEMEYER	CLINTON	IL	CITY	ALCOHOL
2587	SHERMAN	SANGAMON	IL	CITY	ALCOHOL
1970	CARMI	WHITE	IL	CITY	ALCOHOL
1256	AMBOY	LEE	IL	CITY	ALCOHOL
3472	VIRGINIA	CASS	IL	CITY	ALCOHOL
1512	CATLIN	VERMILION	IL	CITY	ALCOHOL
3856	TONICA	LA SALLE	IL	CITY	ALCOHOL
2514	GRAYVILLE	EDWARDS	IL	CITY	ALCOHOL
3338	MACOMB	MCDONOUGH	IL	CITY	ALCOHOL
2259	TILTON	VERMILION	IL	CITY	ALCOHOL
3336	TROY	MADISON	IL	CITY	ALCOHOL
2327	TROY	MADISON	IL	CITY	ALCOHOL
1635	TAMAROA	PERRY	IL	CITY	ALCOHOL
2363	MONTICELLO	PIATT	IL	CITY	ALCOHOL
2549	HENRY	MARSHALL	IL	CITY	ALCOHOL

1980	CHANNAHON	WILL	IL	CITY	ALCOHOL
2542	WARSAW	HANCOCK	IL	CITY	ALCOHOL
2232	ALTON	MADISON	IL	CITY	ALCOHOL
2047	ALTON	MADISON	IL	CITY	ALCOHOL
2405	ALTON	MADISON	IL	CITY	ALCOHOL
3066	HAMPSHIRE	KANE	IL	CITY	ALCOHOL
1380	HOPEDALE	TAZEWELL	IL	CITY	ALCOHOL
1642	TOWER HILL	SHELBY	IL	CITY	ALCOHOL
1778	BRIGHTON	MACOUPIN	IL	CITY	ALCOHOL
1305	CORTLAND	DE KALB	IL	CITY	ALCOHOL
3438	GERMANTOWN HILLS	WOODFORD	IL	CITY	ALCOHOL
3686	NORTH UTICA	LA SALLE	IL	CITY	ALCOHOL
1533	PALMYRA	MACOUPIN	IL	CITY	ALCOHOL
3861	ROCKFORD (CHERRY VALLEY)	WINNEBAGO	IL	CITY	ALCOHOL
1874	SALEM	MARION	IL	CITY	ALCOHOL
1757	NEWTON	JASPER	IL	CITY	ALCOHOL
2279	SANDOVAL	MARION	IL	CITY	ALCOHOL
2172	DWIGHT	LIVINGSTON	IL	CITY	ALCOHOL
1983	DWIGHT	LIVINGSTON	IL	CITY	ALCOHOL
1338	EARLVILLE	LA SALLE	IL	CITY	ALCOHOL
1689	SMITHTON	ST CLAIR	IL	CITY	ALCOHOL
2218	WEST PEORIA	PEORIA	IL	CITY	ALCOHOL
3669	CAMBRIA	WILLIAMSON	IL	CITY	ALCOHOL
2819	HUDSON	MCLEAN	IL	CITY	ALCOHOL
1736	COFFEEN	MONTGOMERY	IL	CITY	ALCOHOL
2588	WILLIAMSVILLE	SANGAMON	IL	CITY	ALCOHOL
1248	WYANET	BUREAU	IL	CITY	ALCOHOL
1713	MASON CITY	MASON	IL	CITY	ALCOHOL
1774	CHESTER	RANDOLPH	IL	CITY	ALCOHOL
2094	FREEBURG	ST CLAIR	IL	CITY	ALCOHOL
2564	HANNA CITY	PEORIA	IL	CITY	ALCOHOL
3046	RED BUD	RANDOLPH	IL	CITY	ALCOHOL
2050	FAIRVIEW HEIGHTS	ST CLAIR	IL	CITY	ALCOHOL
1781	GREENVILLE	BOND	IL	CITY	ALCOHOL
2396	STEELEVILLE	RANDOLPH	IL	CITY	ALCOHOL
2007	MAHOMET	CHAMPAIGN	IL	CITY	ALCOHOL
2505	STOCKTON	JO DAVIESS	IL	CITY	ALCOHOL
1394	MANITO	MASON	IL	CITY	ALCOHOL
1841	ROCHELLE	OGLE	IL	CITY	ALCOHOL
2045	MILLSTADT	ST CLAIR	IL	CITY	ALCOHOL
2943	AUBURN	SANGAMON	IL	CITY	ALCOHOL
1902	AUBURN	SANGAMON	IL	CITY	ALCOHOL
2248	SOMONAUK	DE KALB	IL	CITY	ALCOHOL
3373	NEW BADEN	ST CLAIR	IL	CITY	ALCOHOL
3234	URBANA	CHAMPAIGN	IL	CITY	ALCOHOL
1480	BEARDSTOWN	CASS	IL	CITY	ALCOHOL
1973	DIXON	LEE	IL	CITY	ALCOHOL

2485	KINGSTON	DE KALB	IL	CITY	ALCOHOL
1984	BRAIDWOOD	WILL	IL	CITY	ALCOHOL
2556	BELLEVUE	PEORIA	IL	CITY	ALCOHOL
1969	MILAN	ROCK ISLAND	IL	CITY	ALCOHOL
3421	HARRISBURG	SALINE	IL	CITY	ALCOHOL
1855	AVISTON	CLINTON	IL	CITY	ALCOHOL
3310	PITTSFIELD	PIKE	IL	CITY	ALCOHOL
3310	PITTSFIELD	PIKE	IL	CITY	ALCOHOL
2409	ROSEVILLE	WARREN	IL	CITY	ALCOHOL
1086	ANDOVER	HENRY	IL	CITY	ALCOHOL
3317	MOUNT PULASKI	LOGAN	IL	CITY	ALCOHOL
3372	ATLANTA	LOGAN	IL	CITY	ALCOHOL
1943	ALBION	EDWARDS	IL	CITY	ALCOHOL
2388	ZEIGLER	FRANKLIN	IL	CITY	ALCOHOL
1662	CHRISMAN	EDGAR	IL	CITY	ALCOHOL
1664	OAKLAND	COLES	IL	CITY	ALCOHOL
1461	PAWNEE	SANGAMON	IL	CITY	ALCOHOL
2666	THOMSON	CARROLL	IL	CITY	ALCOHOL
2057	FISHER	CHAMPAIGN	IL	CITY	ALCOHOL
1466	FRANKLIN GROVE	LEE	IL	CITY	ALCOHOL
2040	WEST FRANKFORT	FRANKLIN	IL	CITY	ALCOHOL
2287	GLEN CARBON	MADISON	IL	CITY	ALCOHOL
3495	WATSEKA	IROQUOIS	IL	CITY	ALCOHOL
2912	JACKSONVILLE	MORGAN	IL	CITY	ALCOHOL
2083	JACKSONVILLE	MORGAN	IL	CITY	ALCOHOL
3468	CAPRON	BOONE	IL	CITY	ALCOHOL
1960	SAINT ELMO	FAYETTE	IL	CITY	ALCOHOL
1067	KEITHSBURG	MERCER	IL	CITY	ALCOHOL
3391	MARION	WILLIAMSON	IL	CITY	ALCOHOL
2203	DECATUR (LONG CREEK)	MACON	IL	CITY	ALCOHOL
1701	ODIN	MARION	IL	CITY	ALCOHOL
1341	CORNELL	LIVINGSTON	IL	CITY	ALCOHOL
3415	SPRINGFIELD	SANGAMON	IL	CITY	ALCOHOL
2937	SPRINGFIELD	SANGAMON	IL	CITY	ALCOHOL
1981	DIAMOND	GRUNDY	IL	CITY	ALCOHOL
2026	ASHLAND	CASS	IL	CITY	ALCOHOL
2250	SPRINGFIELD	SANGAMON	IL	CITY	ALCOHOL
2285	SPRINGFIELD	SANGAMON	IL	CITY	ALCOHOL
1515	DE LAND	PIATT	IL	CITY	ALCOHOL
1409	ARGENTA	MACON	IL	CITY	ALCOHOL
1719	FAIRMOUNT	VERMILION	IL	CITY	ALCOHOL
1293	BUDA	BUREAU	IL	CITY	ALCOHOL
3889	HENRY	MARSHALL	IL	CITY	ALCOHOL
3901	LEXINGTON	MCLEAN	IL	CITY	ALCOHOL
2833	MOWEAQUA	SHELBY	IL	CITY	ALCOHOL
3927	ROCKFORD	WINNEBAGO	IL	CITY	ALCOHOL
3549	FORRESTON	OGLE	IL	CITY	ALCOHOL

3892	ALEDO	MERCER	IL	CITY	ALCOHOL
2440	COLCHESTER	MCDONOUGH	IL	CITY	ALCOHOL
6405	BUFFALO GROVE	COOK	IL	CITY	ALCOHOL
6427	BUFFALO GROVE	COOK	IL	CITY	ALCOHOL
6505	HOFFMAN ESTATES	COOK	IL	CITY	ALCOHOL
6512	ADDISON	DUPAGE	IL	CITY	ALCOHOL
6438	VERNON HILLS	LAKE	IL	CITY	ALCOHOL
6504	HOFFMAN ESTATES	COOK	IL	CITY	ALCOHOL
6432	HIGHWOOD	LAKE	IL	CITY	ALCOHOL
6518	CAROL STREAM	DUPAGE	IL	CITY	ALCOHOL
6524	ITASCA	DUPAGE	IL	CITY	ALCOHOL
6434	LAKE ZURICH	LAKE	IL	CITY	ALCOHOL
1955	SUMNER	LAWRENCE	IL	CITY	ALCOHOL
6540	WHEATON	DUPAGE	IL	CITY	ALCOHOL
6907	CRYSTAL LAKE	MCHENRY	IL	CITY	ALCOHOL
6411	HOFFMAN ESTATES	COOK	IL	CITY	ALCOHOL
6440	LAKE IN THE HILLS	MCHENRY	IL	CITY	ALCOHOL
6446	GLEN ELLYN	DUPAGE	IL	CITY	ALCOHOL
6441	MCHENRY	MCHENRY	IL	CITY	ALCOHOL
6546	OSWEGO	KENDALL	IL	CITY	ALCOHOL
6545	SOUTH ELGIN	KANE	IL	CITY	ALCOHOL
6544	BATAVIA	KANE	IL	CITY	ALCOHOL
6939	GLENDALE HEIGHTS	DUPAGE	IL	CITY	ALCOHOL
2939	SPRINGFIELD	SANGAMON	IL	COUNTY	ALCOHOL
1779	BETHALTO	MADISON	IL	COUNTY	ALCOHOL
1614	GROVELAND	TAZEWELL	IL	COUNTY	ALCOHOL
6445	LOMBARD	DUPAGE	IL	COUNTY	ALCOHOL
1929	PORT BYRON	ROCK ISLAND	IL	STATE	ALCOHOL
1501	WYOMING	STARK	IL	STATE	ALCOHOL
3856	TONICA	LA SALLE	IL	STATE	ALCOHOL
1802	CARLINVILLE	MACOUPIN	IL	STATE	ALCOHOL
2358	TREMONT	TAZEWELL	IL	STATE	ALCOHOL
1613	SAN JOSE	LOGAN	IL	STATE	ALCOHOL
2382	REYNOLDS	ROCK ISLAND	IL	STATE	ALCOHOL
2483	POTOMAC	VERMILION	IL	STATE	ALCOHOL
2053	SESSER	FRANKLIN	IL	STATE	ALCOHOL
1996	WHITE HALL	GREENE	IL	STATE	ALCOHOL
2912	JACKSONVILLE	MORGAN	IL	STATE	ALCOHOL
2217	ST ANNE	KANKAKEE	IL	STATE	ALCOHOL
2514	GRAYVILLE	EDWARDS	IL	STATE	ALCOHOL
2484	PALESTINE	CRAWFORD	IL	STATE	ALCOHOL
1956	STAUNTON	MACOUPIN	IL	STATE	ALCOHOL
2227	LEBANON	ST CLAIR	IL	STATE	ALCOHOL
2021	RANTOUL	CHAMPAIGN	IL	STATE	ALCOHOL
2287	GLEN CARBON	MADISON	IL	STATE	ALCOHOL
1907	VIRDEN	MACOUPIN	IL	STATE	ALCOHOL
3438	GERMANTOWN HILLS	WOODFORD	IL	STATE	ALCOHOL

1524	RIDGE FARM	VERMILION	IL	STATE	ALCOHOL
2016	PONTOON BEACH	MADISON	IL	STATE	ALCOHOL
1771	GRIGGSVILLE	PIKE	IL	STATE	ALCOHOL
1304	TAMPICO	WHITESIDE	IL	STATE	ALCOHOL
1539	GEORGETOWN	VERMILION	IL	STATE	ALCOHOL
3493	SHANNON	CARROLL	IL	STATE	ALCOHOL
1837	PRINCETON	BUREAU	IL	STATE	ALCOHOL
1874	SALEM	MARION	IL	STATE	ALCOHOL
1372	HERSCHER	KANKAKEE	IL	STATE	ALCOHOL
1999	RUSHVILLE	SCHUYLER	IL	STATE	ALCOHOL
3494	MOMENCE	KANKAKEE	IL	STATE	ALCOHOL
2188	GALESBURG	KNOX	IL	STATE	ALCOHOL
3542	WEST CITY	FRANKLIN	IL	STATE	ALCOHOL
1778	BRIGHTON	MACOUPIN	IL	STATE	ALCOHOL
1409	ARGENTA	MACON	IL	STATE	ALCOHOL
2277	BELLEVILLE	ST CLAIR	IL	STATE	ALCOHOL
1293	BUDA	BUREAU	IL	STATE	ALCOHOL
3431	FARMER CITY	DE WITT	IL	STATE	ALCOHOL
2556	BELLEVUE	PEORIA	IL	STATE	ALCOHOL
1338	EARLVILLE	LA SALLE	IL	STATE	ALCOHOL
1774	CHESTER	RANDOLPH	IL	STATE	ALCOHOL
1719	FAIRMOUNT	VERMILION	IL	STATE	ALCOHOL
1856	DU QUOIN	PERRY	IL	STATE	ALCOHOL
2459	LINCOLN	LOGAN	IL	STATE	ALCOHOL
3834	WEST DUNDEE	KANE	IL	STATE	ALCOHOL
1750	ABINGDON	KNOX	IL	STATE	ALCOHOL
1638	ALBERS	CLINTON	IL	STATE	ALCOHOL
2047	ALTON	MADISON	IL	STATE	ALCOHOL
2232	ALTON	MADISON	IL	STATE	ALCOHOL
2380	ANDALUSIA	ROCK ISLAND	IL	STATE	ALCOHOL
1086	ANDOVER	HENRY	IL	STATE	ALCOHOL
2073	ANNA	UNION	IL	STATE	ALCOHOL
2405	ALTON	MADISON	IL	STATE	ALCOHOL
1153	ASHTON	LEE	IL	STATE	ALCOHOL
3372	ATLANTA	LOGAN	IL	STATE	ALCOHOL
1473	ATWOOD	DOUGLAS	IL	STATE	ALCOHOL
2446	BALDWIN	RANDOLPH	IL	STATE	ALCOHOL
1561	BECKEMEYER	CLINTON	IL	STATE	ALCOHOL
1573	BENLD	MACOUPIN	IL	STATE	ALCOHOL
1721	BLOOMINGTON	MCLEAN	IL	STATE	ALCOHOL
1764	BLOOMINGTON	MCLEAN	IL	STATE	ALCOHOL
1760	BLUE MOUND	MACON	IL	STATE	ALCOHOL
1468	BRACEVILLE	GRUNDY	IL	STATE	ALCOHOL
1288	BRADFORD	STARK	IL	STATE	ALCOHOL
1984	BRAIDWOOD	WILL	IL	STATE	ALCOHOL
2170	BREESE	CLINTON	IL	STATE	ALCOHOL
3437	BYRON	OGLE	IL	STATE	ALCOHOL

2074	CARBON CLIFF	ROCK ISLAND	IL	STATE	ALCOHOL
1970	CARMI	WHITE	IL	STATE	ALCOHOL
2547	CARTHAGE	HANCOCK	IL	STATE	ALCOHOL
1703	CASEY	CLARK	IL	STATE	ALCOHOL
1871	CENTRALIA	MARION	IL	STATE	ALCOHOL
2820	CERRO GORDO	PIATT	IL	STATE	ALCOHOL
1980	CHANNAHON	WILL	IL	STATE	ALCOHOL
1962	CHATHAM	SANGAMON	IL	STATE	ALCOHOL
1452	CHATSWORTH	LIVINGSTON	IL	STATE	ALCOHOL
1630	CHENOA	MCLEAN	IL	STATE	ALCOHOL
3866	CHILLICOTHE	PEORIA	IL	STATE	ALCOHOL
1662	CHRISMAN	EDGAR	IL	STATE	ALCOHOL
2059	CHRISTOPHER	FRANKLIN	IL	STATE	ALCOHOL
1341	CORNELL	LIVINGSTON	IL	STATE	ALCOHOL
1626	CRESCENT CITY	IROQUOIS	IL	STATE	ALCOHOL
2383	CRESTON	OGLE	IL	STATE	ALCOHOL
1597	CREVE COEUR	TAZEWELL	IL	STATE	ALCOHOL
1615	CUBA	FULTON	IL	STATE	ALCOHOL
1637	DALLAS CITY	HANCOCK	IL	STATE	ALCOHOL
1766	DECATUR	MACON	IL	STATE	ALCOHOL
2203	DECATUR	MACON	IL	STATE	ALCOHOL
1515	DELAND	PIATT	IL	STATE	ALCOHOL
1981	DIAMOND	GRUNDY	IL	STATE	ALCOHOL
2337	DU QUOIN	PERRY	IL	STATE	ALCOHOL
2546	ERIE	WHITESIDE	IL	STATE	ALCOHOL
2633	FAIRBURY	LIVINGSTON	IL	STATE	ALCOHOL
2050	FAIRVIEW HEIGHTS	ST CLAIR	IL	STATE	ALCOHOL
2043	FARMINGTON	FULTON	IL	STATE	ALCOHOL
1348	FLANAGAN	LIVINGSTON	IL	STATE	ALCOHOL
2282	FLORA	CLAY	IL	STATE	ALCOHOL
2094	FREEBURG	ST CLAIR	IL	STATE	ALCOHOL
2230	GARDNER	GRUNDY	IL	STATE	ALCOHOL
2313	GENESEO	HENRY	IL	STATE	ALCOHOL
1811	GIBSON CITY	FORD	IL	STATE	ALCOHOL
1669	GIFFORD	CHAMPAIGN	IL	STATE	ALCOHOL
1839	GILLESPIE	MACOUPIN	IL	STATE	ALCOHOL
1851	GODFREY	MADISON	IL	STATE	ALCOHOL
2249	GODFREY	MADISON	IL	STATE	ALCOHOL
2231	GRANT PARK	KANKAKEE	IL	STATE	ALCOHOL
1618	GREEN VALLEY	TAZEWELL	IL	STATE	ALCOHOL
1842	HAMILTON	HANCOCK	IL	STATE	ALCOHOL
2310	HARTFORD	MADISON	IL	STATE	ALCOHOL
1702	HAVANA	MASON	IL	STATE	ALCOHOL
1625	HERRIN	WILLIAMSON	IL	STATE	ALCOHOL
1379	HILLCREST	OGLE	IL	STATE	ALCOHOL
1608	HILLSBORO	MONTGOMERY	IL	STATE	ALCOHOL
1830	HILLSBORO	MONTGOMERY	IL	STATE	ALCOHOL

1963	HILLSBORO	MONTGOMERY	IL	STATE	ALCOHOL
1775	HOOPESTON	VERMILION	IL	STATE	ALCOHOL
1380	HOPEDALE	TAZEWELL	IL	STATE	ALCOHOL
2083	JACKSONVILLE	MORGAN	IL	STATE	ALCOHOL
2332	JERSEYVILLE	JERSEY	IL	STATE	ALCOHOL
2290	JONESBORO	UNION	IL	STATE	ALCOHOL
2368	KANKAKEE	KANKAKEE	IL	STATE	ALCOHOL
1067	KEITHSBURG	MERCER	IL	STATE	ALCOHOL
1819	KEWANEE	HENRY	IL	STATE	ALCOHOL
2485	KINGSTON	DEKALB	IL	STATE	ALCOHOL
2027	LA HARPE	HANCOCK	IL	STATE	ALCOHOL
3388	LA SALLE	LA SALLE	IL	STATE	ALCOHOL
1836	LADD	BUREAU	IL	STATE	ALCOHOL
1831	LAWRENCEVILLE	LAWRENCE	IL	STATE	ALCOHOL
1392	LELAND	LA SALLE	IL	STATE	ALCOHOL
1540	LITCHFIELD	MONTGOMERY	IL	STATE	ALCOHOL
1809	LITCHFIELD	MONTGOMERY	IL	STATE	ALCOHOL
3721	MACHESNEY PARK	WINNEBAGO	IL	STATE	ALCOHOL
1596	LOVINGTON	MOULTRIE	IL	STATE	ALCOHOL
2007	MAHOMET	CHAMPAIGN	IL	STATE	ALCOHOL
2355	MAPLE PARK	DEKALB	IL	STATE	ALCOHOL
3595	MARSEILLES	LA SALLE	IL	STATE	ALCOHOL
1944	MENDON	ADAMS	IL	STATE	ALCOHOL
3500	METAMORA	WOODFORD	IL	STATE	ALCOHOL
1926	METROPOLIS	MASSAC	IL	STATE	ALCOHOL
2804	MILFORD	IROQUOIS	IL	STATE	ALCOHOL
2045	MILLSTADT	ST CLAIR	IL	STATE	ALCOHOL
1627	MINIER	TAZEWELL	IL	STATE	ALCOHOL
1326	MINONK	WOODFORD	IL	STATE	ALCOHOL
1979	MINOOKA	GRUNDY	IL	STATE	ALCOHOL
2363	MONTICELLO	PIATT	IL	STATE	ALCOHOL
1995	MONMOUTH	WARREN	IL	STATE	ALCOHOL
2501	MONMOUTH	WARREN	IL	STATE	ALCOHOL
3464	MORRISONVILLE	CHRISTIAN	IL	STATE	ALCOHOL
3256	MT STERLING	BROWN	IL	STATE	ALCOHOL
3554	MULBERRY GROVE	BOND	IL	STATE	ALCOHOL
1891	MURPHYSBORO	JACKSON	IL	STATE	ALCOHOL
2071	NASHVILLE	WASHINGTON	IL	STATE	ALCOHOL
1135	NAUVOO	HANCOCK	IL	STATE	ALCOHOL
1674	NEOGA	CUMBERLAND	IL	STATE	ALCOHOL
1757	NEWTON	JASPER	IL	STATE	ALCOHOL
1580	NOKOMIS	MONTGOMERY	IL	STATE	ALCOHOL
1655	NORMAL	MCLEAN	IL	STATE	ALCOHOL
2267	NORMAL	MCLEAN	IL	STATE	ALCOHOL
1698	OAKWOOD	VERMILION	IL	STATE	ALCOHOL
1310	OGLESBY	LA SALLE	IL	STATE	ALCOHOL
1975	PANA	CHRISTIAN	IL	STATE	ALCOHOL

1924	PARIS	EDGAR	IL	STATE	ALCOHOL
2376	PARIS	EDGAR	IL	STATE	ALCOHOL
1590	PAW PAW	LEE	IL	STATE	ALCOHOL
1461	PAWNEE	SANGAMON	IL	STATE	ALCOHOL
2025	PAXTON	FORD	IL	STATE	ALCOHOL
2162	PEOTONE	WILL	IL	STATE	ALCOHOL
2333	PETERSBURG	MENARD	IL	STATE	ALCOHOL
1661	PHILO	CHAMPAIGN	IL	STATE	ALCOHOL
3310	PITTSFIELD	PIKE	IL	STATE	ALCOHOL
1616	PLEASANT PLAINS	SANGAMON	IL	STATE	ALCOHOL
2507	PONTIAC	LIVINGSTON	IL	STATE	ALCOHOL
2439	PRINCEVILLE	PEORIA	IL	STATE	ALCOHOL
2872	PROPHETSTOWN	WHITESIDE	IL	STATE	ALCOHOL
1183	QUINCY	ADAMS	IL	STATE	ALCOHOL
2360	ROANOKE	WOODFORD	IL	STATE	ALCOHOL
3829	ROCKFORD	WINNEBAGO	IL	STATE	ALCOHOL
1542	ROODHOUSE	GREENE	IL	STATE	ALCOHOL
2409	ROSEVILLE	WARREN	IL	STATE	ALCOHOL
1633	ROYALTON	FRANKLIN	IL	STATE	ALCOHOL
2279	SANDOVAL	MARION	IL	STATE	ALCOHOL
2535	SAVANNA	CARROLL	IL	STATE	ALCOHOL
1665	SENECA	LA SALLE	IL	STATE	ALCOHOL
1258	SHEFFIELD	BUREAU	IL	STATE	ALCOHOL
2031	SIDNEY	CHAMPAIGN	IL	STATE	ALCOHOL
1689	SMITHTON	ST CLAIR	IL	STATE	ALCOHOL
2248	SOMONAUK	DEKALB	IL	STATE	ALCOHOL
3497	SOUTH PEKIN	TAZEWELL	IL	STATE	ALCOHOL
1821	SOUTH ROXANA	MADISON	IL	STATE	ALCOHOL
2321	SPARTA	RANDOLPH	IL	STATE	ALCOHOL
2250	SPRINGFIELD	SANGAMON	IL	STATE	ALCOHOL
2285	SPRINGFIELD	SANGAMON	IL	STATE	ALCOHOL
1632	ST DAVID	FULTON	IL	STATE	ALCOHOL
1770	ST JOSEPH	CHAMPAIGN	IL	STATE	ALCOHOL
1726	STERLING	WHITESIDE	IL	STATE	ALCOHOL
2396	STEELEVILLE	RANDOLPH	IL	STATE	ALCOHOL
1412	STILLMAN VALLEY	OGLE	IL	STATE	ALCOHOL
2326	STREATOR	LA SALLE	IL	STATE	ALCOHOL
1635	TAMAROA	PERRY	IL	STATE	ALCOHOL
1513	TAYLORVILLE	CHRISTIAN	IL	STATE	ALCOHOL
1832	TEUTOPOLIS	EFFINGHAM	IL	STATE	ALCOHOL
2042	TILDEN	RANDOLPH	IL	STATE	ALCOHOL
2259	TILTON	VERMILION	IL	STATE	ALCOHOL
1301	TOULON	STARK	IL	STATE	ALCOHOL
1642	TOWER HILL	SHELBY	IL	STATE	ALCOHOL
1945	TRENTON	CLINTON	IL	STATE	ALCOHOL
2327	TROY	MADISON	IL	STATE	ALCOHOL
1525	TUSCOLA	DOUGLAS	IL	STATE	ALCOHOL

1797	WAMAC	MARION	IL	STATE	ALCOHOL
2516	WAPELLA	DE WITT	IL	STATE	ALCOHOL
1292	WARREN	JO DAVIESS	IL	STATE	ALCOHOL
1852	WASHBURN	WOODFORD	IL	STATE	ALCOHOL
1656	WASHINGTON	TAZEWELL	IL	STATE	ALCOHOL
2158	WASHINGTON	TAZEWELL	IL	STATE	ALCOHOL
1477	WATAGA	KNOX	IL	STATE	ALCOHOL
3279	WATERMAN	DEKALB	IL	STATE	ALCOHOL
3495	WATSEKA	IROQUOIS	IL	STATE	ALCOHOL
1888	WAVERLY	MORGAN	IL	STATE	ALCOHOL
1318	WENONA	MARSHALL	IL	STATE	ALCOHOL
1672	WINDSOR	SHELBY	IL	STATE	ALCOHOL
1482	WITT	MONTGOMERY	IL	STATE	ALCOHOL
2215	WOOD RIVER	MADISON	IL	STATE	ALCOHOL
1248	WYANET	BUREAU	IL	STATE	ALCOHOL
2388	ZIEGLER	FRANKLIN	IL	STATE	ALCOHOL
3547	EAST PEORIA	TAZEWELL	IL	STATE	ALCOHOL
3234	URBANA	CHAMPAIGN	IL	STATE	ALCOHOL
1716	ATHENS	MENARD	IL	STATE	ALCOHOL
1636	MILLEDGEVILLE	CARROLL	IL	STATE	ALCOHOL
2190	CENTRALIA	CLINTON	IL	STATE	ALCOHOL
1971	ARCOLA	DOUGLAS	IL	STATE	ALCOHOL
1708	OTTAWA	LA SALLE	IL	STATE	ALCOHOL
1722	MATTOON	COLES	IL	STATE	ALCOHOL
2943	AUBURN	SANGAMON	IL	STATE	ALCOHOL
1855	AVISTON	CLINTON	IL	STATE	ALCOHOL
1275	AVON	FULTON	IL	STATE	ALCOHOL
1480	BEARDSTOWN	CASS	IL	STATE	ALCOHOL
3071	BRIMFIELD	PEORIA	IL	STATE	ALCOHOL
1754	BUSHNELL	MCDONOUGH	IL	STATE	ALCOHOL
2191	CARLYLE	CLINTON	IL	STATE	ALCOHOL
1512	CATLIN	VERMILION	IL	STATE	ALCOHOL
2457	CHATHAM	SANGAMON	IL	STATE	ALCOHOL
1736	COFFEEN	MONTGOMERY	IL	STATE	ALCOHOL
2226	COLLINSVILLE	MADISON	IL	STATE	ALCOHOL
1494	CULLUM	LIVINGSTON	IL	STATE	ALCOHOL
1939	DECATUR	MACON	IL	STATE	ALCOHOL
1983	DWIGHT	LIVINGSTON	IL	STATE	ALCOHOL
2172	DWIGHT	LIVINGSTON	IL	STATE	ALCOHOL
2041	ELMWOOD	PEORIA	IL	STATE	ALCOHOL
1466	FRANKLIN GROVE	LEE	IL	STATE	ALCOHOL
1625	HERRIN	WILLIAMSON	IL	STATE	ALCOHOL
1972	HIGHLAND	MADISON	IL	STATE	ALCOHOL
2819	HUDSON	MCLEAN	IL	STATE	ALCOHOL
1758	JERSEYVILLE	JERSEY	IL	STATE	ALCOHOL
3388	LA SALLE	LA SALLE	IL	STATE	ALCOHOL
1668	LEWISTOWN	FULTON	IL	STATE	ALCOHOL

3501	LINCOLN	LOGAN	IL	STATE	ALCOHOL
1815	MACOMB	MCDONOUGH	IL	STATE	ALCOHOL
1394	MANITO	MASON	IL	STATE	ALCOHOL
3284	MANTENO	KANKAKEE	IL	STATE	ALCOHOL
3391	MARION	WILLIAMSON	IL	STATE	ALCOHOL
1986	MARISSA	ST CLAIR	IL	STATE	ALCOHOL
1779	MEADOWBROOK (BETHALTO)	MADISON	IL	STATE	ALCOHOL
2508	MENDOTA	LA SALLE	IL	STATE	ALCOHOL
1969	MILAN	ROCK ISLAND	IL	STATE	ALCOHOL
2167	MOUNT VERNON	JEFFERSON	IL	STATE	ALCOHOL
3373	NEW BADEN	ST CLAIR	IL	STATE	ALCOHOL
1498	NORTH PEKIN	TAZEWELL	IL	STATE	ALCOHOL
2210	NORTH PEKIN	TAZEWELL	IL	STATE	ALCOHOL
2673	ORION	HENR	IL	STATE	ALCOHOL
1533	PALMYRA	MACOUPIN	IL	STATE	ALCOHOL
2160	PINCKNEYVILLE	PERRY	IL	STATE	ALCOHOL
2509	POLO	OGLE	IL	STATE	ALCOHOL
1555	RANKIN	VERMILION	IL	STATE	ALCOHOL
1547	STAUNTON	MACOUPIN	IL	STATE	ALCOHOL
1492	THOMASBORO	CHAMPAIGN	IL	STATE	ALCOHOL
2558	TOLONO	CHAMPAIGN	IL	STATE	ALCOHOL
1490	VARNA	MARSHALL	IL	STATE	ALCOHOL
1909	WEST FRANKFORT	FRANKLIN	IL	STATE	ALCOHOL
2040	WEST FRANKFORT	FRANKLIN	IL	STATE	ALCOHOL
2218	WEST PEORIA	PEORIA	IL	STATE	ALCOHOL
1792	WEST SALEM	EDWARDS	IL	STATE	ALCOHOL
1256	AMBOY	LEE	IL	STATE	ALCOHOL
1841	ROCHELLE	OGLE	IL	STATE	ALCOHOL
3861	ROCKFORD	WINNEBAGO	IL	STATE	ALCOHOL
2938	TAYLORVILLE	CHRISTIAN	IL	STATE	ALCOHOL
3804	PERU	LA SALLE	IL	STATE	ALCOHOL
3760	LOVES PARK	WINNEBAGO	IL	STATE	ALCOHOL
2242	PEORIA	PEORIA	IL	STATE	ALCOHOL
3754	CLINTON	DE WITT	IL	STATE	ALCOHOL
3669	CAMBRIA	WILLIAMSON	IL	STATE	ALCOHOL
3686	NORTH UTICA	LA SALLE	IL	STATE	ALCOHOL
1666	LOUISVILLE	CLAY	IL	STATE	ALCOHOL
3646	FORSYTH	MACON	IL	STATE	ALCOHOL
3652	FREEPORT	STEPHENSON	IL	STATE	ALCOHOL
3598	BELVIDERE	BOONE	IL	STATE	ALCOHOL
3544	MONMOUTH	WARREN	IL	STATE	ALCOHOL
1943	ALBION	EDWARDS	IL	STATE	ALCOHOL
1701	ODIN	MARION	IL	STATE	ALCOHOL
2434	DAKOTA	STEPHENSON	IL	STATE	ALCOHOL
3612	STONINGTON	CHRISTIAN	IL	STATE	ALCOHOL
2167	MOUNT VERNON	JEFFERSON	IL	STATE	ALCOHOL
1677	RAMSEY	FAYETTE	IL	STATE	ALCOHOL

1882	HOOPESTON	VERMILION	IL	STATE	ALCOHOL
3542	WEST CITY	FRANKLIN	IL	STATE	ALCOHOL
3536	ROSCOE	WINNEBAGO	IL	STATE	ALCOHOL
3539	CRYSTAL LAKE	MCHENRY	IL	STATE	ALCOHOL
3538	LE ROY	MCLEAN	IL	STATE	ALCOHOL
3531	PRINCETON	BUREAU	IL	STATE	ALCOHOL
3516	MOUNT MORRIS	OGLE	IL	STATE	ALCOHOL
3498	ROCK FALLS	WHITESIDE	IL	STATE	ALCOHOL
2283	ENERGY	WILLIAMSON	IL	STATE	ALCOHOL
3482	LENA	STEPHENSON	IL	STATE	ALCOHOL
3469	PLANO	KENDALL	IL	STATE	ALCOHOL
3472	VIRGINIA	CASS	IL	STATE	ALCOHOL
3468	CAPRON	BOONE	IL	STATE	ALCOHOL
1664	OAKLAND	COLES	IL	STATE	ALCOHOL
3451	GALENA	JO DAVIESS	IL	STATE	ALCOHOL
3455	LANARK	CARROLL	IL	STATE	ALCOHOL
3421	HARRISBURG	SALINE	IL	STATE	ALCOHOL
1973	DIXON	LEE	IL	STATE	ALCOHOL
3416	GALESBURG	KNOX	IL	STATE	ALCOHOL
3415	SPRINGFIELD	SANGAMON	IL	STATE	ALCOHOL
3383	PEORIA	PEORIA	IL	STATE	ALCOHOL
3402	MANTENO	KANKAKEE	IL	STATE	ALCOHOL
3376	HARVARD	MCHENRY	IL	STATE	ALCOHOL
3390	BEECHER	WILL	IL	STATE	ALCOHOL
1756	BRIDGEPORT	LAWRENCE	IL	STATE	ALCOHOL
3336	TROY	MADISON	IL	STATE	ALCOHOL
2076	CANTON	FULTON	IL	STATE	ALCOHOL
2932	CANTON	FULTON	IL	STATE	ALCOHOL
3310	PITTSFIELD	PIKE	IL	STATE	ALCOHOL
3317	MOUNT PULASKI	LOGAN	IL	STATE	ALCOHOL
1628	BETHANY	MOULTRIE	IL	STATE	ALCOHOL
1843	ROCK FALLS	WHITESIDE	IL	STATE	ALCOHOL
1859	ROCK FALLS	WHITESIDE	IL	STATE	ALCOHOL
3278	GENESEO	HENRY	IL	STATE	ALCOHOL
3272	SYCAMORE	DE KALB	IL	STATE	ALCOHOL
3252	NEW ATHENS	ST CLAIR	IL	STATE	ALCOHOL
1727	ELKVILLE	JACKSON	IL	STATE	ALCOHOL
3097	SANDWICH	DE KALB	IL	STATE	ALCOHOL
3053	MACKINAW	TAZEWELL	IL	STATE	ALCOHOL
3095	EL PASO	WOODFORD	IL	STATE	ALCOHOL
3083	ROSCOE	WINNEBAGO	IL	STATE	ALCOHOL
3066	HAMPSHIRE	KANE	IL	STATE	ALCOHOL
3048	SPRING VALLEY	BUREAU	IL	STATE	ALCOHOL
1700	WESTVILLE	VERMILION	IL	STATE	ALCOHOL
3046	RED BUD	RANDOLPH	IL	STATE	ALCOHOL
1903	SHELBYVILLE	SHELBY	IL	STATE	ALCOHOL
1707	KNOXVILLE	KNOX	IL	STATE	ALCOHOL

3015	MARYVILLE	MADISON	IL	STATE	ALCOHOL
3338	MACOMB	MCDONOUGH	IL	STATE	ALCOHOL
2937	SPRINGFIELD	SANGAMON	IL	STATE	ALCOHOL
2934	NORMAL	MCLEAN	IL	STATE	ALCOHOL
2926	BRADLEY	KANKAKEE	IL	STATE	ALCOHOL
2927	FORREST	LIVINGSTON	IL	STATE	ALCOHOL
2938	TAYLORVILLE	CHRISTIAN	IL	STATE	ALCOHOL
2930	RANTOUL	CHAMPAIGN	IL	STATE	ALCOHOL
2928	GIBSON CITY	FORD	IL	STATE	ALCOHOL
3342	PERU	LA SALLE	IL	STATE	ALCOHOL
2929	PAXTON	FORD	IL	STATE	ALCOHOL
2939	SPRINGFIELD	SANGAMON	IL	STATE	ALCOHOL
2897	MASCOUTAH	ST CLAIR	IL	STATE	ALCOHOL
2827	MAZON	GRUNDY	IL	STATE	ALCOHOL
1614	GROVELAND	TAZEWELL	IL	STATE	ALCOHOL
2833	MOWEAQUA	SHELBY	IL	STATE	ALCOHOL
2165	CARRIER MILLS	SALINE	IL	STATE	ALCOHOL
2852	TOLUCA	MARSHALL	IL	STATE	ALCOHOL
2851	HEYWORTH	MCLEAN	IL	STATE	ALCOHOL
2825	MAROA	MACON	IL	STATE	ALCOHOL
2837	CAMP POINT	ADAMS	IL	STATE	ALCOHOL
2057	FISHER	CHAMPAIGN	IL	STATE	ALCOHOL
2674	VIOLA	MERCER	IL	STATE	ALCOHOL
2670	GREENUP	CUMBERLAND	IL	STATE	ALCOHOL
1781	GREENVILLE	BOND	IL	STATE	ALCOHOL
2814	ASSUMPTION	CHRISTIAN	IL	STATE	ALCOHOL
2066	MARSHALL	CLARK	IL	STATE	ALCOHOL
1305	CORTLAND	DE KALB	IL	STATE	ALCOHOL
2649	DELAVAN	TAZEWELL	IL	STATE	ALCOHOL
2660	GALVA	HENRY	IL	STATE	ALCOHOL
2637	ROSSVILLE	VERMILION	IL	STATE	ALCOHOL
2224	HOMER	CHAMPAIGN	IL	STATE	ALCOHOL
2617	GREENVIEW	MENARD	IL	STATE	ALCOHOL
1808	SULLIVAN	MOULTRIE	IL	STATE	ALCOHOL
2095	EUREKA	WOODFORD	IL	STATE	ALCOHOL
1960	SAINT ELMO	FAYETTE	IL	STATE	ALCOHOL
2591	MOUNT ZION	MACON	IL	STATE	ALCOHOL
2542	WARSAW	HANCOCK	IL	STATE	ALCOHOL
2564	HANNA CITY	PEORIA	IL	STATE	ALCOHOL
2605	MORRISON	WHITESIDE	IL	STATE	ALCOHOL
2599	QUINCY	ADAMS	IL	STATE	ALCOHOL
2022	VILLA GROVE	DOUGLAS	IL	STATE	ALCOHOL
2588	WILLIAMSVILLE	SANGAMON	IL	STATE	ALCOHOL
2587	SHERMAN	SANGAMON	IL	STATE	ALCOHOL
2557	CLAY CITY	CLAY	IL	STATE	ALCOHOL
2554	BLOOMINGTON	MCLEAN	IL	STATE	ALCOHOL
2577	KINCAID	CHRISTIAN	IL	STATE	ALCOHOL

1913	WARRENSBURG	MACON	IL	STATE	ALCOHOL
1401	CLINTON	DE WITT	IL	STATE	ALCOHOL
1671	TOLEDO	CUMBERLAND	IL	STATE	ALCOHOL
1880	GRANVILLE	PUTNAM	IL	STATE	ALCOHOL
1507	DEER CREEK	TAZEWELL	IL	STATE	ALCOHOL
2666	THOMSON	CARROLL	IL	STATE	ALCOHOL
2428	LEWISTOWN	FULTON	IL	STATE	ALCOHOL
1320	SHABBONA	DE KALB	IL	STATE	ALCOHOL
1420	COLFAX	MCLEAN	IL	STATE	ALCOHOL
2216	DESOTO	WILLIAMSON	IL	STATE	ALCOHOL
1634	COULTERVILLE	RANDOLPH	IL	STATE	ALCOHOL
1349	DEPUE	BUREAU	IL	STATE	ALCOHOL
1526	ONARGA	IROQUOIS	IL	STATE	ALCOHOL
2195	O'FALLON	ST CLAIR	IL	STATE	ALCOHOL
2026	ASHLAND	CASS	IL	STATE	ALCOHOL
2505	STOCKTON	JO DAVIESS	IL	STATE	ALCOHOL
1713	MASON CITY	MASON	IL	STATE	ALCOHOL
1457	SAYBROOK	MCLEAN	IL	STATE	ALCOHOL
1323	ATKINSON	HENRY	IL	STATE	ALCOHOL
1422	GLASFORD	PEORIA	IL	STATE	ALCOHOL
3901	LEXINGTON	MCLEAN	IL	STATE	ALCOHOL
3889	HENRY	MARSHALL	IL	STATE	ALCOHOL
3927	ROCKFORD	WINNEBAGO	IL	STATE	ALCOHOL
3751	LACON	MARSHALL	IL	STATE	ALCOHOL
3549	FORRESTON	OGLE	IL	STATE	ALCOHOL
3892	ALEDO	MERCER	IL	STATE	ALCOHOL
2440	COLCHESTER	MCDONOUGH	IL	STATE	ALCOHOL
6427	BUFFALO GROVE	COOK	IL	STATE	ALCOHOL
6524	ITASCA	DUPAGE	IL	STATE	ALCOHOL
6434	LAKE ZURICH	LAKE	IL	STATE	ALCOHOL
6445	LOMBARD	DUPAGE	IL	STATE	ALCOHOL
6438	VERNON HILLS	LAKE	IL	STATE	ALCOHOL
6540	WHEATON	DUPAGE	IL	STATE	ALCOHOL
6907	CRYSTAL LAKE	MCHENRY	IL	STATE	ALCOHOL
6518	CAROL STREAM	DUPAGE	IL	STATE	ALCOHOL
6939	GLENDALE HEIGHTS	DUPAGE	IL	STATE	ALCOHOL
6432	HIGHWOOD	LAKE	IL	STATE	ALCOHOL
6504	HOFFMAN ESTATES	COOK	IL	STATE	ALCOHOL
6505	HOFFMAN ESTATES	COOK	IL	STATE	ALCOHOL
6411	HOFFMAN ESTATES	COOK	IL	STATE	ALCOHOL
6440	LAKE IN THE HILLS	MCHENRY	IL	STATE	ALCOHOL
6446	GLEN ELLYN	DUPAGE	IL	STATE	ALCOHOL
6441	MCHENRY	MCHENRY	IL	STATE	ALCOHOL
6546	OSWEGO	KENDALL	IL	STATE	ALCOHOL
6405	BUFFALO GROVE	COOK	IL	STATE	ALCOHOL
6512	ADDISON	DUPAGE	IL	STATE	ALCOHOL
6544	BATAVIA	KANE	IL	STATE	ALCOHOL

# RAMAEKERS ADDITION

## Administrative Subdivision

An Administrative Subdivision of  
Part of the North Half of the  
Northeast Quarter of Section 10,  
Township 7 North, Range 4 East of the 6th P.M.,  
Saline County, Nebraska

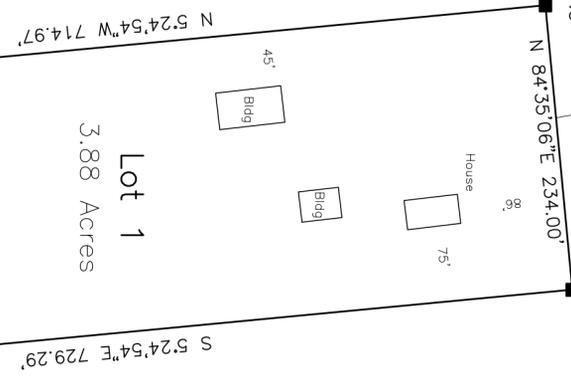
NW CORNER, NE 1/4, SEC. 10-7-4  
FOUND #5 REBAR WITH 2" SCREW CAP  
1) NAIL IN PP, 81.80'-ENE, 91.14'-SW  
2) NAIL IN SOUTH GUARD POST, 56.13'-NNE, 65.50'-NW

POINT OF COMMENCING

NE CORNER 10-7-4  
FOUND STONE  
1) NAIL IN POWER POLE, WNW-11.50'  
2) SET #5 BAR, N-30.00', S-30.00' & E-30.00'  
3) #5 BAR, E-0.30'

County Road Access

POINT OF BEGINNING

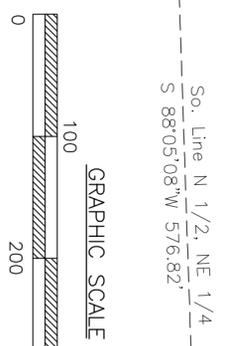


LOCATION SKETCH  
NOT TO SCALE

NW	NE
SW	SE

- LEGEND
- R = RECORD DISTANCE
  - M = MEASURED DISTANCE
  - = FOUND MONUMENT AS NOTED
  - = SET MONUMENT ( #5 REBAR & CAP )

1/16th CORNER NORTH OF CENTER  
SEC. 10-7-4  
FOUND #4 REBAR WITH 2" SCREW CAP  
1) SET NAIL IN 6" TREE, NNE-2.45' & WSW-7.05'  
2) SET NAIL IN NO. 7 FACE OF POWER POLE, S-3.92'  
3) SET NAIL IN WEST FACE OF POWER POLE, S-4.87'



CENTER 1/16th CORNER OF THE NE 1/4  
SEC. 19-8-5  
FOUND #4 REBAR & CAP, PER RECORD  
1) SET NAIL IN 14" TREE, NNE-53.03' & N-41.17'  
2) SET NAIL IN 32" TREE, NNW-45.65'  
3) FOUND NAIL IN POWER POLE, S-20.32'

LEGAL DESCRIPTION LOT 1

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 4 EAST OF THE 6th P.M., SALINE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTHERLY ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, ON AN ASSIGNED BEARING OF S 4°00'16"E A DISTANCE OF 638.84'; THENCE EASTERLY, N 84°35'06"E 559.00', TO THE POINT OF BEGINNING; THENCE EASTERLY, N 84°35'06"E 234.00'; THENCE SOUTHERLY, S 52°45'4"E 729.29', TO A POINT ON THE SOUTH LINE OF SAID NORTH HALF; THENCE WESTERLY ON SAID SOUTH LINE, S 88°05'08"W 234.44'; THENCE NORTHERLY, N 52°45'4"W 714.97', TO THE POINT OF BEGINNING, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 168978.0 SQUARE FEET OR 3.88 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

### OWNERSHIP CERTIFICATE

Jamie Ramoekers and Michelle L. Ramoekers Owners of the real estate shown and described herein, do hereby certify that they have laid out, platted and subdivided, and do hereby lay out plot and subdivide, said real estate in accordance with the plat.

Jamie Ramoekers \_\_\_\_\_ Michelle L. Ramoekers \_\_\_\_\_

### ACKNOWLEDGEMENT OF NOTARY

State of Nebraska )  
                          ) SS  
County of Lancaster)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Jamie Ramoekers & Michelle L. Ramoekers

Notary Public \_\_\_\_\_

### CITY OF CRETE CITY COUNCIL APPROVAL

This Administrative Subdivision has been submitted to and approved by the City Council of the City of Crete, Saline County, Nebraska.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

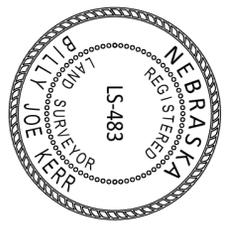
Chairperson \_\_\_\_\_

### SURVEYOR'S CERTIFICATE

I, BILLY JOE KERR, NEBRASKA REGISTERED LAND SURVEYOR NO.483, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT; THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR SURVEYS IN NEBRASKA IN EFFECT AT THE TIME OF THIS SURVEY.

IN TESTIMONY WHEREOF WITNESS MY HAND AND SEAL THIS 15th DAY OF SEPTEMBER, 2023.

*Billy Joe Kerr*  
BILLY JOE KERR, LS #483



## ORDINANCE NO. 2179

**AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO ZONING AND REGULATIONS; TO AMEND SECTION 11-502 OF THE CRETE MUNICIPAL CODE TO CHANGE THE DESIGN STANDARDS FOR FENCING.**

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

**Section 1.** That Chapter 11, Article 5, Section 11-502 of the Crete Municipal Code shall be amended as follows:

### **11-502 FENCES, WALLS, AND HEDGES.**

- (1) Notwithstanding other sections or provisions of the City Code, fences, walls, and hedges are permitted in any required yard, provided that no fence, wall, or hedge along the sides or front yard shall be erected over four feet in height and all fences in the front yard must be of an open weave or see-through design. Hedges and walls up to four feet in height will be allowed in the front yard only upon application for a special permit and approval by the City.
- (2) The following regulations shall apply to the construction of all fences:
  - (a) All fences constructed in the City of Crete shall comply with this section and a building permit must be obtained.
  - (b) All fences shall conform to the construction standards of the Building Code and all other applicable ordinances and resolutions.
  - (c) No fence shall be constructed closer to the street than the property line, and no fence shall be closer than eighteen inches to the sidewalk. The good side of the fence shall face the outside of the property.
  - (d) No fence erected in a required front yard shall materially obstruct public view. Permitted types of fences for use in front yards shall include split rail, chain link, or other similar open-spaced or see-through material. No component of a front yard fence shall exceed four feet in height, nor shall any structural member exceed three feet in cross-sectional area.
  - (e) No fence shall be constructed which will constitute a traffic hazard as identified in the sight triangle of a corner lot.
  - (f) No fence shall be constructed in such a manner or be of such design as to be hazardous or dangerous to persons or animals by intent of its construction or by inadequate maintenance.
  - ~~(g) No fence shall be constructed within a designated floodway.~~
  - ~~(h) No component of a fence within Residential Districts, except fences erected upon public or parochial school grounds or in public parks and playgrounds, shall be constructed of a height greater than six feet.~~
  - ~~(i) In Commercial and Industrial Districts, the maximum height of fences shall be eight feet; however, when industry standards for certain types of businesses recommend fences of greater heights, the City may allow greater heights upon application for and approval of a special permit.~~
  - (g) No fence shall be built with scrap lumber, scrap metal, metal roof panels, corrugated or sheet

metal, pallet wood, tarps, plywood, barbed or razor wire, v-mesh, field fence, woven field fence, welded utility fence, electrified wire fence or any similar or like wire fencing materials.

- (h) No fence shall be constructed within a designated floodway.
- (i) No component of a fence within Residential Districts, except fences erected upon public or parochial school grounds or in public parks and playgrounds, shall be constructed of a height greater than six feet.
- (j) In Commercial and Industrial Districts, the maximum height of fences shall be eight feet; however, when industry standards for certain types of businesses recommend fences of greater heights, the City may allow greater heights upon application for and approval of a special permit.

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

**Section 3.** That all ordinances or parts of ordinances in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances or codified sections that can be given effect without the repealed parts.

**Section 4.** That if any section, part, or provision of this ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other section, part, or provision of this ordinance.

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

PASSED AND ENACTED the \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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



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- (i) No component of a fence within Residential Districts, except fences erected upon public or parochial school grounds or in public parks and playgrounds, shall be constructed of a height greater than six feet.
- (j) In Commercial and Industrial Districts, the maximum height of fences shall be eight feet; however, when industry standards for certain types of businesses recommend fences of greater heights, the City may allow greater heights upon application for and approval of a special permit.

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

**Section 3.** That all ordinances or parts of ordinances in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances or codified sections that can be given effect without the repealed parts.

**Section 4.** That if any section, part, or provision of this ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other section, part, or provision of this ordinance.

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

PASSED AND ENACTED the \_\_\_\_ day of \_\_\_\_\_ 2023.

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Mayor

ATTEST:

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City Clerk



Report Criteria:  
 Vendor: Vendor number = 1060

Name	Seq	Type	Description	Invoice Date	Total Cost	PO Number	Period	GL Account
<b>CRETE ACE HARDWARE (1060)</b>								
CRETE ACE HARDWARE	1	Invoice	BLDG/GRND MAINT	08/28/2023	204.28		00/00	050-5330
Total CRETE ACE HARDWARE (1060):					204.28			
Grand Totals:					204.28			

Report GL Period Summary

GL Period	Amount
00/00	204.28
Grand Totals:	204.28

Vendor number hash: 1060  
 Vendor number hash - split: 1060  
 Total number of invoices: 1  
 Total number of transactions: 1

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	204.28	.00	204.28
Grand Totals:	204.28	.00	204.28

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Crete, Nebraska</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>JEO Consulting Group, Inc.</u>	<b>Engineer's Project No.:</b> <u>220169.00</u>
<b>Contractor:</b> <u>Constructors, Inc.</u>	<b>Contractor's Project No.:</b> <u>23-015</u>
<b>Project:</b> <u>2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)</u>	
<b>Contract:</b> <u>2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)</u>	
<b>Application No.:</b> <u>2</u>	<b>Application Date:</b> <u>7/31/2023</u>
<b>Application Period:</b> From <u>5/20/2023</u>	to <u>7/31/2023</u>

1. Original Contract Price	\$ 1,905,856.85
2. Net change by Change Orders	\$ 52,980.34
3. Current Contract Price (Line 1 + Line 2)	\$ 1,958,837.19
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,639,676.84
5. Retainage	
a. <u>5%</u> X <u>\$ 1,639,676.84</u> Work Completed =	\$ 81,983.84
b. <u>5%</u> X <u>\$ -</u> Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 81,983.84
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,557,693.00
7. Less previous payments (Line 6 from prior application)	\$ 1,214,197.25
8. Amount due this application	\$ 343,495.75
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 401,144.19

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** SHAWN ROUL CONSTRUCTORS INC.

**Signature:**  **Date:** 9/21/23

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u></u>	<b>By:</b> _____
<b>Title:</b> <u>Project Manager</u>	<b>Title:</b> _____
<b>Date:</b> <u>9/20/23</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Crete, Nebraska	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	JEO Consulting Group, Inc.	<b>Engineer's Project No.:</b>	220169.00
<b>Contractor:</b>	Constructors, Inc.	<b>Contractor's Project No.:</b>	23-015
<b>Project:</b>	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		
<b>Contract:</b>	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		

<b>Application No.:</b>	3	<b>Application Period:</b>	From 05/19/23 to 07/31/23	<b>Application Date:</b>	07/31/23
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A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed		H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
<b>Original Contract</b>												
<b>GROUP A – OAK AVENUE (SOUTH) &amp; 18TH STREET (WEST) (SID 2022-06)</b>						-		-		-		-
1	Mobilization	1	LS	\$44,479.57	44,479.57	1.00		44,479.57		44,479.57	100%	-
2	Bonding and Insurance	1	LS	\$481.85	481.85	1.00		481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00		1,385.32		1,385.32	100%	-
4	Remove Tree	10	EA	\$3,922.27	39,222.70	10.00		39,222.70		39,222.70	100%	-
5	Remove Pavement	170	SY	\$10.84	1,842.80	170.00		1,842.80		1,842.80	100%	-
6	Remove Concrete Sidewalk	663	SF	\$3.01	1,995.63	663.00		1,995.63		1,995.63	100%	-
7	Remove Storm Sewer Structure (< 6' deep)	1	EA	\$1,806.94	1,806.94	1.00		1,806.94		1,806.94	100%	-
8	Remove Storm Sewer Pipe	173	LF	\$13.49	2,333.77	173.00		2,333.77		2,333.77	100%	-
9	Adjust Valve Box to Grade	4	EA	\$1,927.40	7,709.60	4.00		7,709.60		7,709.60	100%	-
10	Replace Curb Stop Box	1	EA	\$2,770.65	2,770.65			-		-	0%	2,770.65
11	Earthwork Measured in Embankment (Established Quantity)	750	CY	\$21.68	16,260.00	750.00		16,260.00		16,260.00	100%	-
12	7" Concrete Pavement	2,350	SY	\$66.87	157,144.50	2,200.00		147,114.00		147,114.00	94%	10,030.50
13	6" Concrete Driveway	119	SY	\$78.62	9,355.78			-		-	0%	9,355.78
14	4" Concrete Sidewalk	4,751	SF	\$8.49	40,335.99			-		-	0%	40,335.99
15	Detectable Warning Panels	56	SF	\$26.77	1,499.12			-		-	0%	1,499.12
16	Subgrade Preparation	2,350	SY	\$5.59	13,136.50	2,350.00		13,136.50		13,136.50	100%	-
17	Gravel Surface Course	2	TONS	\$68.97	137.94			-		-	0%	137.94
18	Concrete Header	2	EA	\$736.78	1,473.56	2.00		1,473.56		1,473.56	100%	-
19	Concrete Collar	1	EA	\$655.91	655.91			-		-	0%	655.91
20	Curb Inlet	3	EA	\$7,690.03	23,070.09			-		-	0%	23,070.09
21	Curb Inlet w/ Manhole	2	EA	\$8,819.32	17,638.64			-		-	0%	17,638.64
22	Storm Sewer Junction Box (4'x4')	1	EA	\$7,724.34	7,724.34			-		-	0%	7,724.34
23	18" RCP Flared End Section	1	EA	\$993.10	993.10			-		-	0%	993.10
24	15" PVC Pipe, SDR 35"	68	LF	\$59.11	4,019.48			-		-	0%	4,019.48
25	18" RCP, Class III	204	LF	\$62.15	12,678.60			-		-	0%	12,678.60
26	24" Round Equivalent (RE) RCP, Class III	6	LF	\$95.47	572.82			-		-	0%	572.82
27	Temporary Traffic Control Measures	1	LS	\$4,259.36	4,259.36	1.00		4,259.36		4,259.36	100%	-
28	Reset Sign and Post	2	EA	\$144.88	289.76			-		-	0%	289.76
29	6" Topsoil	2,350	SY	\$6.02	14,147.00			-		-	0%	14,147.00
30	Silt Fence, High Porosity	100	LF	\$7.36	736.00			-		-	0%	736.00
31	Curb Inlet Sediment Filter	1	EA	\$175.72	175.72			-		-	0%	175.72
32	Hydro-Seeding, Fertilizer and Mulch	0.5	ACRE	\$27,801.96	13,900.98			-		-	0%	13,900.98
<b>GROUP B – 18<sup>TH</sup> STREET (EAST) (SID 2022-02)</b>												
1	Mobilization	1	LS	\$29,810.75	29,810.75	1.00		29,810.75		29,810.75	100%	-
2	Bonding and Insurance	1	LS	\$481.85	481.85	1.00		481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00		1,385.32		1,385.32	100%	-
4	Remove Tree	6	EA	\$3,922.27	23,533.62	6.00		23,533.62		23,533.62	100%	-
5	Remove Pavement	100	SY	\$10.84	1,084.00	100.00		1,084.00		1,084.00	100%	-
6	Remove Concrete Sidewalk	372	SF	\$3.01	1,119.72	372.00		1,119.72		1,119.72	100%	-
7	Remove Storm Sewer Pipe	55	LF	\$16.23	892.65	55.00		892.65		892.65	100%	-
8	Adjust Valve Box to Grade	3	EA	\$1,927.41	5,782.23	3.00		5,782.23		5,782.23	100%	-
9	Earthwork Measured in Embankment (Established Quantity)	250	CY	\$21.68	5,420.00	250.00		5,420.00		5,420.00	100%	-
10	7" Concrete Pavement	1,535	SY	\$67.44	103,520.40	1,535.00		103,520.40		103,520.40	100%	-
11	6" Concrete Driveway	188	SY	\$78.63	14,782.44	154.00		12,109.02		12,109.02	82%	2,673.42
12	4" Concrete Sidewalk	2,448	SF	\$8.81	21,566.88	2,448.00		21,566.88		21,566.88	100%	-
13	Modular Block Retaining Wall	55	SF	\$101.11	5,561.05	55.00		5,561.05		5,561.05	100%	-
14	Detectable Warning Panels	48	SF	\$36.49	1,751.52	48.00		1,751.52		1,751.52	100%	-

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Crete, Nebraska	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	JEO Consulting Group, Inc.	<b>Engineer's Project No.:</b>	220169.00
<b>Contractor:</b>	Constructors, Inc.	<b>Contractor's Project No.:</b>	23-015
<b>Project:</b>	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		
<b>Contract:</b>	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		

**Application No.:** 3      **Application Period:** From 05/19/23 to 07/31/23      **Application Date:** 07/31/23

A Bid Item No.	B Description	C Contract Information			F Work Completed			I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		D Item Quantity	E Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
15	Subgrade Preparation	1,535	SY	\$5.59	8,580.65	1,535.00	8,580.65		8,580.65	100%	-
16	Gravel Surface Course	2	TONS	\$68.97	137.94	2.00	137.94		137.94	100%	-
17	Concrete Header	4	EA	\$429.79	1,719.16	4.00	1,719.16		1,719.16	100%	-
18	Temporary Traffic Control Measures	1	LS	\$3,093.88	3,093.88	1.00	3,093.88		3,093.88	100%	-
19	Reset Sign and Post	5	EA	\$145.02	725.10		-		-	0%	725.10
20	6" Topsoil	1,535	SY	\$6.02	9,240.70	1,535.00	9,240.70		9,240.70	100%	-
21	Silt Fence, High Porosity	100	LF	\$7.36	736.00		-		-	0%	736.00
22	Curb Inlet Sediment Filter	1	EA	\$175.72	175.72	1.00	175.72		175.72	100%	-
23	Hydro-Seeding, Fertilizer and Mulch	0.25	ACRE	\$27,803.44	6,950.86	0.25	6,950.86		6,950.86	100%	-
<b>GROUP C – LINDEN AVENUE (SID 2022-03)</b>											
1	Mobilization	1	LS	\$29,340.47	29,340.47	1.00	29,340.47		29,340.47	100%	-
2	Bonding and Insurance	1	LS	\$481.85	481.85	1.00	481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32		1,385.32	100%	-
4	Remove Tree	4	EA	\$3,922.27	15,689.08	4.00	15,689.08		15,689.08	100%	-
5	Remove Pavement	18	SY	\$10.84	195.12	18.00	195.12		195.12	100%	-
6	Remove Storm Sewer Structure (< 6' deep)	1	EA	\$1,806.94	1,806.94	1.00	1,806.94		1,806.94	100%	-
7	Remove Storm Sewer Pipe	5	LF	\$27.58	137.90	5.00	137.90		137.90	100%	-
8	Earthwork Measured in Embankment (Established Quantity)	121	CY	\$31.23	3,778.83	121.00	3,778.83		3,778.83	100%	-
9	7" Concrete Pavement	939	SY	\$66.68	62,612.52	939.00	62,612.52		62,612.52	100%	-
10	4" Concrete Sidewalk	1,335	SF	\$7.26	9,692.10	1,335.00	9,692.10		9,692.10	100%	-
11	Modular Block Retaining Wall	10	SF	\$101.09	1,010.90		-		-	0%	1,010.90
12	Subgrade Preparation	939	SY	\$5.59	5,249.01	939.00	5,249.01		5,249.01	100%	-
13	Temporary Traffic Control Measures	1	LS	\$3,093.88	3,093.88	1.00	3,093.88		3,093.88	100%	-
14	6" Topsoil	939	SY	\$6.02	5,652.78	939.00	5,652.78		5,652.78	100%	-
15	Silt Fence, High Porosity	100	LF	\$7.36	736.00		-		-	0%	736.00
16	Curb Inlet Sediment Filter	1	EA	\$174.90	174.90	1.00	174.90		174.90	100%	-
17	Hydro-Seeding, Fertilizer and Mulch	0.25	ACRE	\$27,803.44	6,950.86	0.25	6,950.86		6,950.86	100%	-
<b>GROUP D – 21ST STREET (SID 2022-05)</b>											
1	Mobilization	1	LS	\$29,202.59	29,202.59	1.00	29,202.59		29,202.59	100%	-
2	Bonding and Insurance	1	LS	\$481.85	481.85	1.00	481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32		1,385.32	100%	-
4	Remove Tree	4	EA	\$3,922.27	15,689.08	4.00	15,689.08		15,689.08	100%	-
5	Remove Pavement	373	SY	\$10.84	4,043.32	373.00	4,043.32		4,043.32	100%	-
6	Remove Concrete Sidewalk	2,317	SF	\$3.01	6,974.17	2,317.00	6,974.17		6,974.17	100%	-
7	Adjust Valve Box to Grade	4	EA	\$1,927.40	7,709.60	4.00	7,709.60		7,709.60	100%	-
8	Earthwork Measured in Embankment (Established Quantity)	69	CY	\$21.68	1,495.92	69.00	1,495.92		1,495.92	100%	-
9	7" Concrete Pavement	1,341	SY	\$69.01	92,542.41	1,341.00	92,542.41		92,542.41	100%	-
10	6" Concrete Driveway	50	SY	\$78.61	3,930.50	50.00	3,930.50		3,930.50	100%	-
11	4" Concrete Sidewalk	3,318	SF	\$10.42	34,573.56	3,318.00	34,573.56		34,573.56	100%	-
12	Detectable Warning Panels	112	SF	\$36.49	4,086.88	112.00	4,086.88		4,086.88	100%	-
13	Subgrade Preparation	1,341	SY	\$5.58	7,482.78	1,341.00	7,482.78		7,482.78	100%	-
14	Gravel Surface Course	2	TONS	\$68.97	137.94	2.00	137.94		137.94	100%	-
15	Concrete Header	2	EA	\$532.11	1,064.22	2.00	1,064.22		1,064.22	100%	-
16	Trench Drain	1	EA	\$4,336.00	4,336.00	1.00	4,336.00		4,336.00	100%	-
17	Temporary Traffic Control Measures	1	LS	\$3,093.88	3,093.88	1.00	3,093.88		3,093.88	100%	-
18	Reset Sign and Post	1	EA	\$145.65	145.65		-		-	0%	145.65
19	6" Topsoil	1,110	SY	\$6.02	6,682.20	1,110.00	6,682.20		6,682.20	100%	-
20	Silt Fence, High Porosity	100	LF	\$7.36	736.00		-		-	0%	736.00
21	Hydro-Seeding, Fertilizer and Mulch	0.25	ACRE	\$27,803.44	6,950.86	0.25	6,950.86		6,950.86	100%	-

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Crete, Nebraska	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	JEO Consulting Group, Inc.	<b>Engineer's Project No.:</b>	220169.00
<b>Contractor:</b>	Constructors, Inc.	<b>Contractor's Project No.:</b>	23-015
<b>Project:</b>	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		
<b>Contract:</b>	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		

**Application No.:** 3      **Application Period:** From 05/19/23 to 07/31/23      **Application Date:** 07/31/23

A Bid Item No.	B Description	C Contract Information			F Work Completed			I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		D Item Quantity	E Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	F Value of Work Completed to Date (E X G) (\$)				
<b>GROUP E – KINGWOOD AVENUE (2022-04)</b>											
1	Mobilization	1	LS	\$28,884.99	28,884.99	1.00	28,884.99		28,884.99	100%	-
2	Bonding and Insurance	1	LS	\$481.85	481.85	1.00	481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32		1,385.32	100%	-
4	Remove Tree	1	EA	\$3,922.27	3,922.27	1.00	3,922.27		3,922.27	100%	-
5	Remove Concrete Sidewalk	23	SF	\$6.02	138.46	23.00	138.46		138.46	100%	-
6	Adjust Valve Box to Grade	2	EA	\$1,927.41	3,854.82	2.00	3,854.82		3,854.82	100%	-
7	Replace Curb Stop Box	1	EA	\$2,770.65	2,770.65	1.00	2,770.65		2,770.65	100%	-
8	Earthwork Measured in Embankment (Established Quantity)	42	CY	\$21.68	910.56	42.00	910.56		910.56	100%	-
9	7" Concrete Pavement	924	SY	\$65.41	60,438.84	924.00	60,438.84		60,438.84	100%	-
10	4" Concrete Sidewalk	1,745	SF	\$9.76	17,031.20	1,745.00	17,031.20		17,031.20	100%	-
11	Detectable Warning Panels	40	SF	\$36.49	1,459.60	40.00	1,459.60		1,459.60	100%	-
12	Subgrade Preparation	924	SY	\$5.58	5,155.92	924.00	5,155.92		5,155.92	100%	-
13	Temporary Traffic Control Measures	1	LS	\$3,093.88	3,093.88	1.00	3,093.88		3,093.88	100%	-
14	6" Topsoil	924	SY	\$6.02	5,562.48	924.00	5,562.48		5,562.48	100%	-
15	Silt Fence, High Porosity	300	LF	\$7.36	2,208.00		-		-	0%	2,208.00
16	Curb Inlet Sediment Filter	2	EA	\$174.98	349.96	2.00	349.96		349.96	100%	-
17	Hydro-Seeding, Fertilizer and Mulch	0.25	ACRE	\$27,803.44	6,950.86	0.25	6,950.86		6,950.86	100%	-
<b>GROUP F – OAK AVENUE (NORTH) (SID 2022-07)</b>											
1	Mobilization	1	LS	\$29,880.87	29,880.87	1.00	29,880.87		29,880.87	100%	-
2	Bonding and Insurance	1	LS	\$481.85	481.85	1.00	481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32		1,385.32	100%	-
4	Remove Tree	4	EA	\$3,922.27	15,689.08	4.00	15,689.08		15,689.08	100%	-
5	Adjust Valve Box to Grade	3	EA	\$1,927.41	5,782.23	3.00	5,782.23		5,782.23	100%	-
6	Earthwork Measured in Embankment (Established Quantity)	97	CY	\$21.68	2,102.96	97.00	2,102.96		2,102.96	100%	-
7	7" Concrete Pavement	1,265	SY	\$68.14	86,197.10	1,265.00	86,197.10		86,197.10	100%	-
8	6" Concrete Driveway	42	SY	\$78.59	3,300.78		-		-	0%	3,300.78
9	4" Concrete Sidewalk	4,161	SF	\$9.28	38,614.08		-		-	0%	38,614.08
10	Detectable Warning Panels	80	SF	\$36.49	2,919.20		-		-	0%	2,919.20
11	Subgrade Preparation	1,265	SY	\$5.59	7,071.35	1,265.00	7,071.35		7,071.35	100%	-
12	Gravel Surface Course	1	TONS	\$69.95	69.95		-		-	0%	69.95
13	Concrete Header	1	EA	\$327.45	327.45	1.00	327.45		327.45	100%	-
14	Adjust Hydrant to Grade	1	EA	\$2,891.10	2,891.10		-		-	0%	2,891.10
15	Temporary Traffic Control Measures	1	LS	\$3,093.88	3,093.88	1.00	3,093.88		3,093.88	100%	-
16	Reset Sign and Post	2	EA	\$144.88	289.76		-		-	0%	289.76
17	6" Topsoil	1,265	SY	\$6.02	7,615.30		-		-	0%	7,615.30
18	Silt Fence, High Porosity	400	LF	\$7.36	2,944.00		-		-	0%	2,944.00
19	Curb Inlet Sediment Filter	3	EA	\$175.22	525.66		-		-	0%	525.66
20	Hydro-Seeding, Fertilizer and Mulch	0.25	ACRE	\$27,803.44	6,950.86		-		-	0%	6,950.86
<b>GROUP G – 23RD STREET (WEST) (SID 2022-07)</b>											
1	Mobilization	1	LS	\$41,531.98	41,531.98	1.00	41,531.98		41,531.98	100%	-
2	Bonding and Insurance	1	LS	\$481.85	481.85	1.00	481.85		481.85	100%	-
3	Clearing and Grubbing	1	LS	\$1,385.32	1,385.32	1.00	1,385.32		1,385.32	100%	-
4	Remove Tree	3	EA	\$3,922.27	11,766.81	3.00	11,766.81		11,766.81	100%	-
5	Remove Storm Sewer Structure (< 6' deep)	1	EA	\$1,806.94	1,806.94	1.00	1,806.94		1,806.94	100%	-
6	Remove Storm Sewer Pipe	15	LF	\$12.47	187.05	15.00	187.05		187.05	100%	-
7	Earthwork Measured in Embankment (Established Quantity)	399	CY	\$21.68	8,650.32	399.00	8,650.32		8,650.32	100%	-
8	7" Concrete Pavement	971	SY	\$64.65	62,775.15	971.00	62,775.15		62,775.15	100%	-
9	6" Concrete Driveway	73	SY	\$78.62	5,739.26		-		-	0%	5,739.26



**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Crete, Nebraska	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	JEO Consulting Group, Inc.	<b>Engineer's Project No.:</b>	220169.00
<b>Contractor:</b>	Constructors, Inc.	<b>Contractor's Project No.:</b>	23-015
<b>Project:</b>	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		
<b>Contract:</b>	2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)		

Application No.: 3 Application Period: From 05/19/23 to 07/31/23 Application Date: 07/31/23

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Change Orders</b>											
CO #1	See Attached Change Order for Item Breakdown	1.00	LS	52,980.34	52,980.34	1.00	52,980.34		52,980.34	100%	-
					-		-		-		-
					-		-		-		-
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					-		-		-		-
				<b>Change Order Totals</b>	\$ 52,980.34		\$ 52,980.34	\$ -	\$ 52,980.34	100%	\$ -
<b>Original Contract and Change Orders</b>											
				<b>Project Totals</b>	\$ 1,958,837.19		\$ 1,639,676.84	\$ -	\$ 1,639,676.84	84%	\$ 319,160.35



**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 #:** 116  
**Date:** 9/25/2023  
**Job:** 11-22-6723 CRETE ISIS THEATRE PHASE I

**Subject:** Change Request - COR #013: Add Structural Studs and Plywood Above RR's

- 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	9/25/23	COR #013	Add Structural Studs and Plywood Above RR's

**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 #013  
**Date:** 9/25/23  
**Job:** 11-22-6723 CRETE ISIS THEATRE PHASE I  
**Phone:**

**Description:** Add Structural Studs and Plywood Above RR's

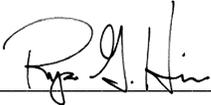
We are pleased to offer the following specifications and pricing to make the following changes:

Cost to add Structural Studs for the framing above the restrooms and installing 3/4" T&G OSB plywood to allow for working in this area and potential access by the Owner.

The total amount to provide this work is ..... \$3,988.00  
(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	2023_09-27
Owner	_____	Date	_____

**KINGERY CONSTRUCTION CO.**

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

**Change Request COR #013 Price Breakdown  
Continuation Sheet**

**Description:** Add Structural Studs and Plywood Above RR's

<b>Description</b>	<b>Labor</b>	<b>Material</b>	<b>Equipment</b>	<b>Subcontract</b>	<b>Other</b>	<b>Price</b>
J&H Drywall				\$2,766.00		\$2,766.00
3/4" OSB Decking 8mh x \$55/hr	\$440.00	\$260.00	\$32.00			\$732.00
PROJECT SUPERINTENDENT	\$85.00					\$85.00
PROJECT MANAGER	\$110.00					\$110.00
					<b>Subtotal:</b>	<b>\$3,693.00</b>
			Fee	\$3,693.00	7.99%	\$295.00
					<b>Total:</b>	<b>\$3,988.00</b>



J&H Specialty Contracting Inc

5440 N. 57<sup>th</sup> Street

Lincoln, NE 68507

9/15/23

## **Requested Pricing**

Job name: Crete Theater

The following is the cost impact of changing the joist framing above men's and woman's restroom from 3 5/8" 20ga EQ to 6" 18 ga.

-plywood by others

Material: \$1,446

Labor: 24 hours @ \$55/hr: \$1,320 (labor for stud procurement. added labor for structural joist install)

**Total cost add: \$2,766**

Dillon Feldhacker

Project Manager

J&H Specialty Contracting, Inc.

[dillonf@jh-contracting.com](mailto:dillonf@jh-contracting.com)

Dillon Feldhacker

# DRAFT AIA® Document A104™ - 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the «xx » day of « September » in the year « 2023 »  
(In words, indicate day, month and year.)

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

« City of Crete Nebraska »« »  
« 243 E 13<sup>th</sup> Street, PO Box 86 »  
« Crete, NE 68333 »  
« Telephone Number: 402-826.4312 »

and the Contractor:  
(Name, legal status, address and other information)

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

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

« » Isis Movie Theatre Renovation»  
« Located in Crete, Nebraska, the Isis Movie Theatre is a 5,500 sf movie theater receiving a full interior renovation. Phase 2  
« »  
« »

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

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

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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



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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
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- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
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- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[  ] The date of this Agreement.

[  ] A date set forth in a notice to proceed issued by the Owner issued for each phase.

[  ] Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

« »

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

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

### § 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

[  ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[  ] By the following date: « To be established by amendment »

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

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

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

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

[  ] Stipulated Sum, in accordance with Section 3.2 below

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

[  ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

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

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

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

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

« N/A »

§ 3.2.2 Unit prices, if any:

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

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

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

Item	Price
N/A	

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

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

§ 3.3.2 The Contractor's Fee:

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

« 8% of the cost of the work »

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

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

§ 3.4.2 The Contractor's Fee:

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

« N/A »

**§ 3.4.3 Guaranteed Maximum Price**

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

(Insert specific provisions if the Contractor is to participate in any savings.)

« »

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

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

« N/A »

§ 3.4.3.3 Unit Prices, if any:

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

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

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

(Identify each allowance.)

Item

Price

N/A

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

«N/A »

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

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

§ 3.5 Liquidated damages, if any:

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

« none »

#### ARTICLE 4 PAYMENT

##### § 4.1 Progress Payments

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

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

« »

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

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

« 5% (five percent) »

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

« 12 » % « Twelve percent »

**§ 4.2 Final Payment**

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

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

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

« »

**ARTICLE 5 DISPUTE RESOLUTION**

**§ 5.1 Binding Dispute Resolution**

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

Arbitration pursuant to Section 21.6 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

« »

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

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

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

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

**§ 6.1.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203–2013 incorporated into this Agreement.)*

« N/A »

**§ 6.1.3** The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
As established by amendment			

**§ 6.1.4** The Specifications:

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

« To be enumerated by amendment »

Section	Title	Date	Pages

§ 6.1.5 The Drawings:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

« To be enumerated by amendment »

Number	Title	Date

§ 6.1.6 The Addenda, if any:

« To be enumerated by amendment »

Number	Date	Pages

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

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

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

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

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

« »

[  ] The Sustainability Plan:

Title	Date	Pages

[  ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

« »

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

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

with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

## **§ 7.2 The Contract**

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

## **§ 7.3 The Work**

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

## **§ 7.4 Instruments of Service**

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

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

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

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

## **§ 7.6 Digital Data Use and Transmission**

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

## **§ 7.7 Building Information Models Use and Reliance**

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

## **§ 7.8 Severability**

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

## § 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

« »

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

## § 7.10 Relationship of the Parties

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

## ARTICLE 8 OWNER

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

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

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

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

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

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

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

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

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

reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## **ARTICLE 9 CONTRACTOR**

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

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

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

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

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

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

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

### **§ 9.3 Labor and Materials**

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

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

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

### **§ 9.4 Warranty**

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

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

#### **§ 9.5 Taxes**

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

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

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

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

#### **§ 9.7 Allowances**

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

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

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

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

#### **§ 9.9 Submittals**

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

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

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

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

#### **§ 9.10 Use of Site**

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

#### **§ 9.11 Cutting and Patching**

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

#### **§ 9.12 Cleaning Up**

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

#### **§ 9.13 Access to Work**

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

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

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

#### **§ 9.15 Indemnification**

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

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

### **ARTICLE 10 ARCHITECT**

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

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

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

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

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

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

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

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

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

## ARTICLE 11 SUBCONTRACTORS

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

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

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

## ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

## ARTICLE 13 CHANGES IN THE WORK

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

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

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

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

## ARTICLE 14 TIME

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

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

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

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

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

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

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

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

### § 15.2 Control Estimate

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

§ 15.2.2 The Control Estimate shall include:

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

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

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

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

### § 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all

data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

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

#### **§ 15.4 Certificates for Payment**

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

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

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

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

### § 15.5 Progress Payments

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

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

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

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

### § 15.6 Substantial Completion

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

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

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

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

### § 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will

promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

## **ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY**

### **§ 16.1 Safety Precautions and Programs**

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

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

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

### **§ 16.2 Hazardous Materials and Substances**

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

**§ 16.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against

claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

## ARTICLE 17 INSURANCE AND BONDS

### § 17.1 Contractor's Insurance

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

« »

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

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

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

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

§ 17.1.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

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

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

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

Coverage	Limits
N/A	

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

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

**§ 17.2.2 Property Insurance**

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with

property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

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

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

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

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

#### § 17.2.2.7 Waiver of Subrogation

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

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

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

### § 17.2.3 Other Insurance Provided by the Owner

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

Coverage	Limits
N/A	

### § 17.3 Performance Bond and Payment Bond

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

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

## ARTICLE 18 CORRECTION OF WORK

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

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

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

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

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

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 Assignment of Contract

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

### § 19.2 Governing Law

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

### § 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an

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

**§ 19.4** The Owner's representative:  
(Name, address, email address and other information)

« Tom Ourada, City Administrator  
City of Crete Nebraska  
243 E 13<sup>th</sup> Street, PO Box 86  
Crete, NE 68333  
Phone: 402-826-4312 »  
« »  
« Shaylene M. Smith, President  
Blue River Arts Council  
139 W 13<sup>th</sup> Street  
Crete, NE 68333  
Phone: 402-826-5136 »

**§ 19.5** The Contractor's representative:  
(Name, address, email address and other information)

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

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

## **ARTICLE 20 TERMINATION OF THE CONTRACT**

### **§ 20.1 Termination by the Contractor**

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

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

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

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

### § 20.3 Termination by the Owner for Convenience

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

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

<< >>

## ARTICLE 21 CLAIMS AND DISPUTES

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

### § 21.2 Notice of Claims

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

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

### § 21.3 Time Limits on Claims

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

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

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

If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

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

**§ 21.10 Continuing Contract Performance**

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

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

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

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

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

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

\_\_\_\_\_  
**OWNER** (Signature)

« »

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

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

« Rick L. Wintermute »« Vice President »

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



September 27, 2023

## Exhibit A

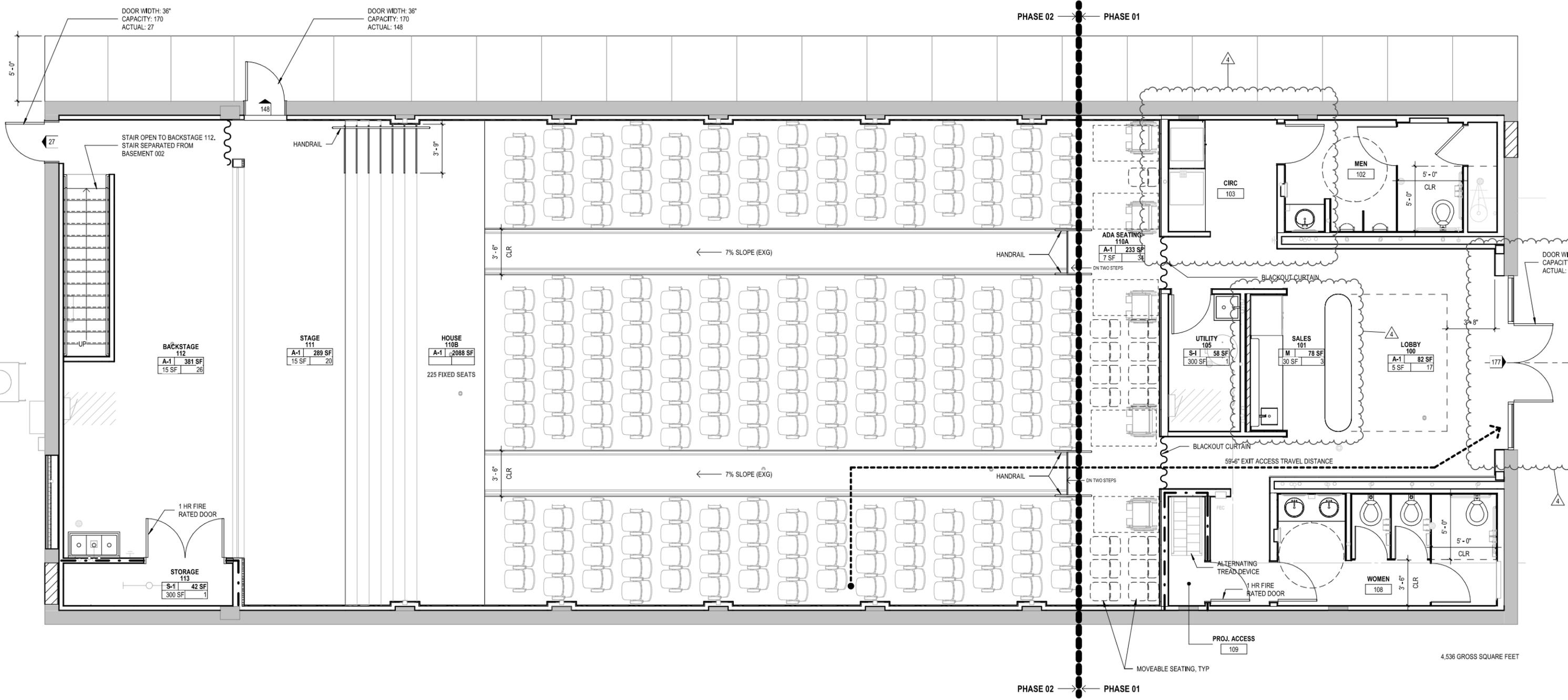
### ORIGINAL BUILDING DATA

- First Floor: 4542 sf
- Projector Booth / Mech. Rooms: 454 sf
- Basement: 410 sf
- **Total Building:** **5406 sf**
  
- Phase 2 – 1<sup>st</sup> Floor & Basement: 3594 sf

### Phase 2 includes:

- Work as indicated on the plans by TACK architects dated 9/09/2022 and designated as “Phase 2”.
  - o Which includes the following:
    - ADA platform
    - House acoustical treatments ( wall & ceiling )
    - New egress stairway
    - Plumbing / HVAC / Electrical / Fire Sprinkler ( not in Phase 1 )
  - o This number excludes the following:
    - Purchasing new theatre equipment
    - New house seating
    - New marque
  
- **Initial Construction Funds Available for Phase 2:** **\$310,000**
  - o ( includes Kingery Fee of 8% )

**Work for Phase 2 to be priced and approved by Owner as funds allow.**



**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF CRETE, NEBRASKA  
AND  
SALINE COUNTY, NEBRASKA**

This Agreement made by and between the City of Crete, Nebraska, a body corporate and politic, hereinafter referred to as “City” and the County of Saline, Nebraska, a body corporate and politic, hereinafter referred to as “Saline County.” Collectively the City and Saline County may be referred to as “the Parties.”

WHEREAS, the Interlocal Cooperative Act, Neb. Rev. Stat. §13-801 to 13-827, permits local governmental units in Nebraska to make the most efficient use of their powers to enable them to cooperate with other governmental units in an effort to provide services and facilities in a manner that will accord with the needs of their local communities; and

WHEREAS, the Parties are responsible for providing for the maintenance of roads, streets, utility facilities, and the appurtenances thereto within their respective jurisdictions; and

WHEREAS, the City is located in Saline County; and

WHEREAS, the City and Saline County agree that it is mutually beneficial to perform pavement construction on Boswell Ave and County Road 2300 from the BNSF Railway North of Highway 33 to E 29<sup>th</sup> St., part of which lies within the corporate limits of the City and part of which is outside the corporate limits;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. This Agreement shall become effective upon execution of both parties, and shall remain in full force and effect until completion of the above-described pavement construction,

which is anticipated to start on or about \_\_\_\_\_, and is considered a \_\_\_\_\_ working day project.

2. The purpose of this cooperative agreement is to provide for pavement construction on Boswell Ave and County Road 2300 from the BNSF railroad North of Highway 33 to E. 29<sup>th</sup> St as described in Attachment “A”, which is attached hereto and incorporated by this reference. The project lies partially inside the city limits of the City of Crete.

3. The City will have the following duties and responsibilities:

I. The City hereby permits the County to perform the pavement construction work within the City’s limits.

II. The City will be responsible for providing one-third (1/3) of the funding for the project with the understanding that an agreement between the City and Nestlé Purina will provide an additional one-third (1/3) of the funding; provided, in the event Nestle Purina does not provide such funding, this Agreement may either (a) be terminated by either of the parties or (b) proceed upon further agreement of both parties, said agreement may include provisions relating to special assessments against Nestle Purina.

4. Saline County will have the following duties and responsibilities:

I. Saline County shall be responsible for gathering and selecting bids from contractors for the pavement project.

II. Saline County shall be responsible for one-third (1/3) of the funding for the project.

III. Saline County shall supply the City with project plans and project timelines.

IV. Saline County will be responsible for ensuring that the roadway grading and maintenance work is designed and completed in accordance with local and State design standards.

5. The City is responsible for maintenance of the portions of Boswell Ave that have been annexed into its corporate limits, and shall continue to be responsible for maintenance of its respective portions following completion of the project. Saline County is responsible for its portions of Boswell Ave and County Road 2300, which are outside the City's corporate limits, and shall continue to be responsible for maintenance of its respective portions following the completion of the project.

6. The consideration for this agreement shall be the exchange of funding and services provided by each of the respective government entities, and any other reasonable consideration the respective government entities agree upon.

7. No assignment of duties or responsibilities under this agreement shall be made by any party without the express written consent of all parties to this agreement. It is expressly understood and agreed to by the Parties that Saline County may contract for the pavement project contemplated herein.

8. This agreement shall be amended solely by written agreement of all the parties to the agreement at the time of the amendment. This agreement contains the entire agreement between the parties to be governed by the laws of the State of Nebraska.

9. Severability. If any provision of this agreement is deemed illegal or void, the remainder of this agreement shall not be affected.

10. This agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified

except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

IN WITNESS WHEREOF, to this agreement and in consideration of the mutual covenants set forth herein, the parties pledge their cooperation as necessary for the discharge of this agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
David Bauer  
Mayor of Crete, Nebraska

Attest:

\_\_\_\_\_  
Jerry Wilcox, Crete City Clerk

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Phil Hardenburger, Chairman  
Saline County Board of Commissioners

Attest:

\_\_\_\_\_  
Diann Nettifee, Saline County Clerk

Dated: \_\_\_\_\_

Approved as to Form:

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Anna J. Burge, #26858

Crete City Attorney

243 E 13<sup>th</sup> St

Crete, NE 68333

Dated: \_\_\_\_\_

Approved as to Form:

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David C. Solheim

Saline County Attorney

1100 Main Ave.

Crete, NE 68333

**RESOLUTION NO. 2023-19**

**A RESOLUTION OF THE CITY OF CRETE, NEBRASKA RELATING TO NEBRASKA DEPARTMENT OF TRANSPORTATION CONSTRUCTION ON STATE HIGHWAY N-103 AND THEIR REQUESTED DETOUR; TO AUTHORIZE THE MAYOR TO SIGN AGREEMENT NO. XL2323 AND TO PROHIBIT PARKING ALONG EITHER SIDE OF MAIN AVENUE WITHIN A HALF BLOCK SOUTH OF N-33 FOR THE DURATION OF THE DETOUR.**

WHEREAS, the State of Nebraska, Department of Transportation (“State”) intends to improve State Highway N-103 (“N-103”);

WHEREAS, the State determined to establish a local traffic detour during the construction of the above said project on designated said road under its authority in Neb. Rev. Stat. §39-1346 and 39-1347; and

WHEREAS, the State proposed Agreement XL2323 as attached as “Exhibit A” to address all traffic changes and wear and tear to the roads in the City of Crete, NE (“City”); and

WHEREAS, City Council must authorize the Mayor to sign an agreement between the State and the City.

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

**Section 1.** That the Mayor shall sign agreement XL2323 to allow the State to proceed with its plans to make improvements on N-103.

**Section 2.** That no parking shall be allowed on either side of Main Avenue within a half block south of N-33 for the duration of the detour.

PASSED AND ADOPTED the 3rd day of October 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

**AGREEMENT**

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
CITY OF CRETE  
PROJECT NO. STP-103-1(112)  
CONTROL NO. 13265  
WILBER NORTH – STATE HIGHWAY/LOCAL PLANT TRAFFIC DETOUR

**THIS AGREEMENT** is between the City of Crete ("City") and the State of Nebraska, Department of Transportation ("State") collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, the State intends to improve State Highway N-103 ("N-103"), at the location as shown on Exhibit "A"; and

**WHEREAS**, State has determined under the authority of Neb. Rev. Stat. §39-1346 and 39-1347 it is necessary to establish a local traffic detour during the construction of the above said project on designated City roads, as shown on Exhibit "B"; and

**WHEREAS**, City Council has authorized the Mayor to sign this agreement, as evidenced by the Resolution of the City Council, as shown on Exhibit "C".

**NOW THEREFORE**, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

**SECTION 1. PROJECT IMPROVEMENTS**

State has plans to make improvements to N-103 located in Saline County, from Reference Post (RP) 33.26 to (RP) 42.70, at the location shown in Exhibit "A", attached and incorporated herein by this reference. The improvements on this project consist of milling and resurfacing the roadway and surfaced shoulders with asphalt and making underlying concrete repairs as necessary. The existing pavement, approximately 0.5 miles north and south of the intersection with County Road I, will be replaced with new concrete pavement on a stabilized subgrade. Culverts in poor condition will be rehabilitated. Existing guardrail will be removed and replaced. Bridges over Otoe Creek (Structure Number S103 03920) and an unnamed creek (Structure Number S103 04249) will have the expansion joints resealed. The improvements will necessitate the closure of N-103 to all traffic for approximately 30 working days.

## **SECTION 2. STATE'S AUTHORITY**

City recognizes that State has statutory authority under Neb. Rev. Stat. §39-1346 to designate City Roads as a detour for the State Highway System.

## **SECTION 3. STATE HIGHWAY DETOUR**

The proposed detour route will include Nebraska State Highway N-33 (N-33), Main Avenue/ County Road 2250, and Industrial Road, as shown in Exhibit "B", attached and incorporated herein by this reference. There will be no parking allowed on either side of Main Avenue within a half block south of N-33 for the duration of the detour.

## **SECTION 4. PRECONSTRUCTION INSPECTION**

The Parties agree the State's Project Manager and City's representatives will inspect and document the conditions of Main Avenue to be designated as a state highway detour prior to it's use as a detour route.

## **SECTION 5. TRAFFIC CONTROL**

State agrees to erect and maintain road closure and detour signing. All signing shall be in conformance with the Manual of Uniform Traffic Control Devices (MUTCD), current version.

## **SECTION 6. POST CONSTRUCTION INSPECTION**

Upon completion of State's project, State District representatives and City representatives will inspect the condition of the surfacing of Main Avenue within the City's jurisdiction that was used for State's detour to determine deterioration from the pre-detour condition that warrants repair. State agrees to compensate City for damages along the proposed detour route caused by the normal use of the detoured traffic. City will submit an invoice for the agreed upon reimbursable costs to NDOT District 1. State will make every effort to reimburse City within 30 days of the invoice submittal. After construction of State's project, City will continue to have jurisdictional responsibility for Main Avenue located within City limits.

## **SECTION 7. AUTHORITY TO SIGN**

The City Council has authorized the Mayor to execute this Agreement, as evidenced by the Resolution of the City Council, attached as Exhibit "C" and incorporated herein by this reference.

## **SECTION 8. SEVERABILITY**

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the

remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a waiver or a subsequent breach of the same by the other party

**SECTION 9. COMPLETENESS**

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

**EXECUTED** by the City this \_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS:

CITY OF CRETE

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

\_\_\_\_\_  
Mayor

**EXECUTED** by the State this \_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Mick Syslo, P.E.

\_\_\_\_\_  
Roadway Design Engineer

RECOMMENDED:  
Brandon Varilek, P.E.

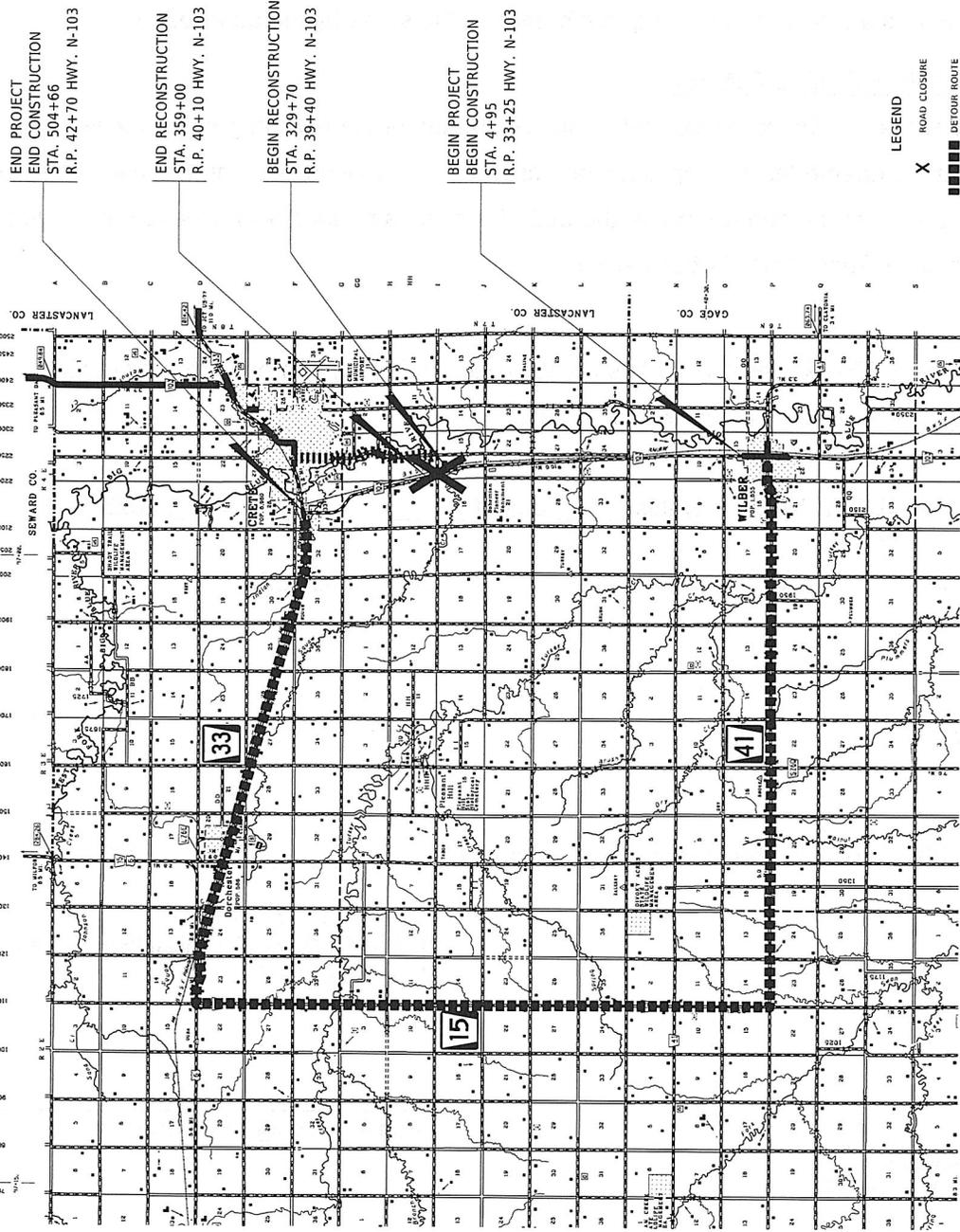
\_\_\_\_\_  
District 1 Engineer      Date

Project Number  
103-1(112)  
C.N. 13265

EXHIBIT A  
GENERAL INFORMATION

NEBRASKA  
ROADWAY DESIGN DIVISION

Roadway  
Design  
Division



END PROJECT  
END CONSTRUCTION  
STA. 504+66  
R.P. 42+70 HWY. N-103

END RECONSTRUCTION  
STA. 359+00  
R.P. 40+10 HWY. N-103

BEGIN RECONSTRUCTION  
STA. 329+70  
R.P. 39+40 HWY. N-103

BEGIN PROJECT  
BEGIN CONSTRUCTION  
STA. 4+95  
R.P. 33+25 HWY. N-103

LEGEND

- X ROAD CLOSURE
- DETOUR ROUTE
- ||||||| PLANT DETOUR ROUTE





## Section 4.05

### **Use of Employee Accrued Leave Banks**

The City of Crete requires employees to use accrued paid sick, comp time, and holiday leave when taking family/medical leave. An employee must use all accrued leave except vacation from his or her leave bank while on family/medical leave. Leave shall be drawn from his/her time bank in this order: sick, comp time, holiday, and vacation, except when employee chooses to use Short-Term and/or Long-Term Disability plan benefits, then accrued leave banks will be used according to the plan provider's specifications. If an employee exhausts all accrued sick, comp time, and holiday leave, then the balance of the 12-week family/medical leave period will be unpaid leave, unless the employee chooses to draw upon their vacation leave at his/her option. Once all vacation leave is exhausted or the employee chooses not to utilize vacation leave, then the balance of the 12-week family/medical leave period will be unpaid leave. An employee's use of paid leave for family/medical leave does not extend the 12-week family/medical leave period (or 26-week period for covered service member leave).



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## CRETE CEMETERY BOARD MEETING

September 25<sup>th</sup>, 2023 at 4:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

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

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

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

#### 1. Open Meeting

#### 2. Roll Call

Gene Eggebraaten: Present  
Jim Homan: Present  
Larry Shestak: Present  
Kathy Stastny: Present  
Linda Unger: Present  
Present: 5 Absent:1

Pam Busboom: Arrived at 4:08 p.m.

Also present: City Administrator Tom Ourada, Cemetery Sexton Jason Dunham, Acting City Clerk Nancy Tellez.

#### 3. Items of Business

##### 3.A. Meet at the Columbarium

##### 3.B. Look for section markers

Cemetery Board member Kathy Stastny stated that she had some concerns with section markers being inconsistent, some taller and some shorter. Cemetery Sexton, Jason Dunham explained,

that for example, in the Kuncel addition, the markers start with 10 and go down to 1. There are sometimes 6 and 6. The amount varies depending if there is a tree. They usually start in the north and one section starts with 50 and one starts with 1. Dunham stated that GIS Technician/IT Amerson Aschoff has completed a lot of work on the website. The website helps with locating the section and lot of the burial site.

**3.C. Alison Clevette will be there to discuss pruning and transplanting.**

Alison Clevette and Jason Dunham will talk to decide what to do about the roses and plants.

**3.D. This will be the last Cemetery Board meeting for 2023.**

Kathy Stastny stated that this is going to be the last meeting of the year. Stastny mentioned that the first thing they will be addressing next year in March will be officers. She said she would like to continue to serve as head of the Cemetery Board and if there is anyone else who would like to be Secretary. Linda Unger stated she would like to be secretary.

**4. Officers' Reports**

Kathy Stastny went over items on previous agendas that have been completed, including rock on the Blue River Cemetery road, City Administrator Tom Ourada sharing the budget and GIS Site. Stastny mentioned that many communities don't have a cemetery board. Stastny thanked the Cemetery Board members and stated that they would meet again in March or April next year.

**5. Adjournment**

4:17 p.m.



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## CRETE PLANNING COMMISSION MEETING

September 25<sup>th</sup>, 2023 at 7:00 PM  
Crete City Hall, 243 East 13<sup>th</sup> Street

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### MINUTES

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

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

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

#### 1. Open Meeting

#### 2. Roll Call

Dave Jurena:	Absent
Jay Quinn:	Absent
Brent Cole:	Present
Ryan Jindra:	Present
Justin Kozisek:	Present
Scott Kunch:	Present
Drew Rische:	Present
Jennifer Robison:	Present
Jeff Wenz:	Present

Present: 7, Absent: 2.

City Administrator Tom Ourada was present but did not vote. Also present were City Attorney Anna Burge, City Inspector Brad Bailey, Human Resource Director Wendy Thomas, Acting City Clerk Nancy Tellez, Darcy Ross, and Mike Pavelka.

#### 3. Items of Business

### **3.A. Approve Planning Commission Minutes**

Approved Planning Commission Minutes. Carried with a motion by Scott Kuncl and a second by Drew Rische.

Brent Cole: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 7, No: 0

### **3.B. Public hearing to hear testimony in favor of and in opposition to and to answer questions in relation to the Petition ZOA23-03 To Amend The Zoning Ordinance.**

Opened Public hearing at 7:04 p.m. to hear testimony in favor of and in opposition to and to answer questions in relation to the Petition ZOA23-03 To Amend The Zoning Ordinance.

Carried with a motion by Drew Rische and a second by Scott Kuncl.

Brent Cole: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 7, No: 0

City Administrator Tom Ourada explained that this property is located by the Blue River Meats. Ourada stated that C2 setbacks make more sense due to T1 not being buildable. The property owner would like to build a shed and run a trucking business. This would be allowed in C2 zoning. The property owner met with Ourada and with City Inspector Brad Bailey to discuss his plans with the property.

Closed Public hearing at 7:07 p.m. to hear testimony in favor of and in opposition to and to answer questions in relation to the Petition ZOA23-03 To Amend The Zoning Ordinance.

Carried with a motion by Scott Kuncl and a second by Brent Cole.

Brent Cole: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 7, No: 0

### **3.C. Consider a recommendation to the City Council on the Petition To Amend The Zoning Ordinance on Application:ZOA23-03.**

Recommend to the City Council on the Petition To Amend The Zoning Ordinance on Application:ZOA23-03. Carried with a motion by Jennifer Robison and a second by Justin Kozisek.

Brent Cole: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 7, No: 0

### **3.D. Public hearing to hear testimony in favor of and in opposition to and to answer questions in relation to the Chapter 11 Article 5 Fencing Standards.**

Opened public hearing at 7:08 p.m. to hear testimony in favor of and in opposition to and to answer questions in relation to the Chapter 11 Article 5 Fencing Standards. Carried with a motion by Drew Rische and a second by Justin Kozisek.

Brent Cole: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 7, No: 0

City Administrator Tom Ourada explained that City Inspector Brad Bailey had brought in suggested changes to fencing standards and City Attorney Anna Burge put those into ordinance form. Burge stated that the only change was in Section G. This would help with creating a logical flow. Ourada stated that the City can't grandfather something that isn't legal.

Ourada mentioned that this conversation about changes to the fencing standards started years ago.

Closed public hearing at 7:14 p.m. to hear testimony in favor of and in opposition to and to answer questions in relation to the Chapter 11 Article 5 Fencing Standards. Carried with a motion by Scott Kuncl and a second by Brent Cole.

Brent Cole: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 7, No: 0

### **3.E. Consider a recommendation to the City Council on Chapter 11 Article 5 Fencing Standards.**

Recommend to the City Council on Chapter 11 Article 5 Fencing Standards. Carried with a motion by Drew Rische and a second by Jennifer Robison.

Brent Cole: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 7, No: 0

### **3.F. Accept Preliminary Plat for Burlington Estates.**

City Administrator Tom Ourada stated that all the Planning Commission is doing is accepting a preliminary plat and not do anything past that or accepting it. There will continue to be review work. The Planning Commission will review it and can request changes and clarifications. The function of what the Planning Commission is doing is to enable the ability for this preliminary plat to go to the school district, which is part of the process and procedure. Ourada mentioned that the school has to have it 10 days before the next meeting.

Darcy Ross passed out a preliminary plat and explained that there have not been significant changes, only that there are townhome lots that will provide people with the possibility of owning them individually. There had been 6 lots for townhomes but they wanted to make sure they fit 2 car garages, so there would only be 4 townhomes. There will be a total of 35 units.

City Administrator Tom Ourada stated that it will take some rezoning and variance. The variance would be a council decision and would just change a small portion. Ourada stated that the lots are a little bit smaller. They don't meet by 4 feet. Technically, there can be four parking spots with two in the garages and two in front of the garage for watch dwelling. Mike Pavelka mentioned there will be public park space as well as private green space.

## **4. Officers' Reports**

The next Planning Commission meeting will be a joint meeting with the City Council on October 3rd, 2023 at the Community Room for a presentation from Confluence on the Comprehensive Plan.

## **5. Adjournment**

7:30 p.m.