

Public Works Committee Meeting
Tuesday, November 7, 2023 5:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

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

2. Roll Call

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

3. Items of Business

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.
- 3.A. Consider a recommendation to the City Council on Resolution No. 2023-21 Signing of The Year-End Certification of City Street Superintendent 2023.
- 3.B. Consider a recommendation to the City Council on the Change Order No.1 for the City Office South Drive in the amount of \$3,565.00 from Pave LLC.
- 3.C. Consider a recommendation to the City Council on the Contractor's Application for Payment from Pave LLC for the City Office South Drive in the amount of \$188,949.00.
- 3.D. Discussion on the partial street vacation and purchase agreement for housing development.
- 3.E. Consider a recommendation to the City Council on Ordinance 2185 Amending Electric Access to Premises.
- 3.F. Consider a recommendation to the City Council on Ordinance 2186 Amending Water Access to Premises.
- 3.G. Consider a recommendation to the City Council on the Change Order No.2 from Constructors Inc. in the amount of \$9,200 for the irrigation and landscaping work at 21st and Main.
- 3.H. Consider a recommendation to the City Council on awarding the Cemetery Hay Lease for three years to the highest bidder.
- 3.I. Consider a recommendation to the City Council on awarding the WWTP Farm Lease for three years to the highest bidder.
- 3.J. Consider a recommendation to the City Council on selecting a City Engineer.

4. Officers' Reports

- Reports may be given by the Mayor, Officers, Departments, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

5. Adjournment

Disclaimers & Notices

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



October 28, 2023

Notice to file the Year-End Certification of City Street Superintendent, Signing Resolution, and Documentation of the Appointment(s) of City Street Superintendent(s) for Calendar Year 2023 with the Nebraska Department of Transportation (NDOT) by December 31, 2023.

Please make this an agenda item for your next City Council / Village Board meeting and return to the NDOT by December 31, 2023.

The attached **YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT** and **SIGNING RESOLUTION**, together with a copy of the **DOCUMENTATION OF THE CITY STREET SUPERINTENDENT(S) APPOINTMENT(S) for CALENDAR YEAR 2023**, is the basis for determining the calendar year 2023 Incentive Payment. **Please complete and return the following to the NDOT by December 31, 2023:**

- **Signing Resolution** (Page 1): The original Signing Resolution, authorizing the signing of the Year-End Certification(s) by the Mayor or the Village Board Chairperson.
- **Year-End Certification of City Street Superintendent** (Page 2): If more than one individual provided street superintending services **during Calendar Year 2023**, or if the municipality did not have an appointed street superintendent, document each successive appointed city street superintendent and/or period without an appointed city street superintendent using a separate Year-End Certification form. **Copy the form as needed.**
- **Documentation of the City Street Superintendent(s) Appointment(s)** (Page 3): Attach to page 3 a copy of the City Council or Village Board meeting minutes showing the appointment(s) of the City Street Superintendent(s) **for Calendar Year 2023** by their name as it appears on their License (*if applicable*), their License Number (*if applicable*), and Class of License (*if applicable*), and the type of appointment, i.e., employed, contract (consultant or interlocal agreement with another county and/or incorporated municipality), and the **beginning date of the appointment**. **For most municipalities this information may be found in the November or December 2022 or the January 2023 meetings minutes.**

Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2023 and the municipality does not complete and return the above documentation to the NDOT **by December 31, 2023, the municipality will not receive an Incentive Payment for Calendar Year 2023.**

Payment: If your municipality qualifies, payment will be scheduled for February 2024. Reference Neb. Rev. Stat. §39-2515.

Please let me know if you have any questions.

Sincerely,

LeMoyne D. Schulz
Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation

Email: lemoyne.schulz@nebraska.gov

Phone: (402) 479-4436

LDS/2023

Attachments (3)

Vicki Kramer, Director
Department of Transportation

MAILING ADDRESS	PHYSICAL ADDRESS
PO Box 94759	1500 Nebraska Parkway
Lincoln, NE 68509-4759	Lincoln, NE 68502

dot.nebraska.gov

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2023.**

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2023

Resolution No. 2023-21

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of _____
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this _____ day of _____, 20____ at _____, Nebraska.
(Date) (Month)

City Council/Village Board Members

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2023.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2023

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: _____, 2023 to _____, 2023
(Month) (Day) (Month) (Day)

***(1)(a)** The municipality of _____ certifies that: _____
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)

was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies) _____

(c) and the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply) city engineer village engineer
public works director city manager city administrator street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- _____ and Class of License _____, and/or
(A or B)

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- _____

(2) _____
Signature of Mayor **Village Board Chairperson**
(Check one box)

***(3)** If during the calendar year your municipality **(a) did not have** an appointed City Street Superintendent for any portion(s) of the year; or **(b) had one or more appointed** City Street Superintendent(s) **that were not licensed** for any portion(s) of the year; or **(c) had one or more appointed licensed** City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on **(a)** your most recent Federal Census as certified by the Tax Commissioner; **(b)** the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; **(c)** class of license, A or B if applicable; and **(d)** if the appointed City Street Superintendent assisted with the required duties in **(1)(c)** above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) Failure to return by December 31, 2023, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2023 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2023 here:

For most municipalities this information may be found in the November or December 2022 or the January 2023 meetings minutes. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds). Call 402-479-4436 if you have any questions about what to submit for documentation.

CHANGE ORDER NO 1

Owner:	City of Crete, Nebraska	Owner's Project No.:	
Engineer:	Gilmore & Associates, Inc.	Engineer's Project No.:	226.343D
Contractor:	Pave LLC	Contractor's Project No.:	
Project:	City Office South Drive – Crete, Nebraska		
Contract Name:	City Office South Drive – Crete, Nebraska		
Date Issued:	April 4, 2023	Effective Date of Change Order:	

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

Description: Remove and Replace additional 44 Square Yards of 7" PCC Paving

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 185,384.00	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 185,384.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Increase this Change Order: \$ 3,565.00	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 188,949.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: Keith Gilmore

Title: Vice President

Date: 10/18/2023

Accepted by Contractor

Cory Sauer Pave LLC
President

10-18-2023

Authorized by Owner

By: _____

Title: _____

Date: _____

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

Contractor's Application for Payment

Owner: <u>City of Crete, Nebraska</u>	Owner's Project No.: _____
Engineer: <u>Gilmore & Associates, Inc.</u>	Engineer's Project No.: <u>226.343D</u>
Contractor: <u>Pave LLC</u>	Contractor's Project No.: _____
Project: <u>City Office South Drive - Crete, Nebraska</u>	
Contract: <u>City Office South Drive - Crete, Nebraska</u>	
Application No.: <u>Final</u>	Application Date: <u>10/18/23</u>
Application Period: <u>From</u> _____ <u>to</u> _____	

1. Original Contract Price	\$	185,384.00
2. Net change by Change Orders	\$	3,565.00
3. Current Contract Price (Line 1 + Line 2)	\$	188,949.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	188,949.00
5. Retainage		
a. 10% X _____ Work Completed = _____		
b. _____ X \$ _____ Stored Materials = _____	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	188,949.00
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	188,949.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-

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: Pave LLC

Signature: Cory Sauer President Date: 10-18-2023

Recommended by Engineer: Gilmore & Associates, Inc.	Approved by Owner: City of Crete, Nebraska
By: <u>Keith Johnson</u>	By: _____
Title: <u>V.P.</u>	Title: _____
Date: <u>10-18-23</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

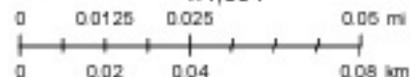


October 30, 2023
16:16 PM

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.

1:1,651

- Parcels (Saline County)
- Parcels (Lancaster County)
- Sections



ORDINANCE NO. 2185

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO PREMISES ACCESS; TO AMEND SECTION 3-112 OF THE CRETE MUNICIPAL CODE TO ALLOW THE CITY TO MOVE ELECTRIC METERS AT THE COST OF THE CUSTOMER.

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

Section 1. That Chapter 3, Article 1, Section 3-112 of the Crete Municipal Code shall be amended as follows:

3-112 Electric Department; Access to Premises.

Employees and agents of the City shall have access at any time to any premises connected to the electric distribution system for the purpose of making repairs to electric services and shall have access at all reasonable hours to determine if electricity is being carried, distributed, and used in the proper manner. If employees and agents of the City are denied access to the meter, the City will move the meter to an accessible location on the property at the property owner's expense.

PASSED AND ENACTED the ____ day of _____ 2023.

Mayor

ATTEST:

City Clerk



ORDINANCE NO. 2186

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO PREMISES ACCESS; TO AMEND SECTION 3-212 OF THE CRETE MUNICIPAL CODE TO ALLOW THE CITY TO MOVE WATER METERS AT THE COST OF THE CUSTOMER.

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

Section 1. That Chapter 3, Article 1, Section 3-212 of the Crete Municipal Code shall be amended as follows:

3-212 Water Department; Access to Premises.

The various persons employed by the Public Works Director and every person delegated for that purpose shall have free access at reasonable hours of the day to all parts of every building and premises to which water is delivered to examine the pipes and fixtures and to ascertain whether there is any unnecessary waste of water, improper metering of water, or any expose of the water system to contamination of any kind, on or in the premises served. If employees and agents of the City are denied access to the meter, the City will move the meter to an accessible location on the property at the property owner's expense.

PASSED AND ENACTED the ____ day of _____ 2023.

Mayor

ATTEST:

City Clerk



CHANGE ORDER NO.: 2

Owner: **City of Crete, Nebraska** Owner's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **220169.00**
 Contractor: **Constructors, Inc.** Contractor's Project No.:
 Project: **2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)**
 Contract Name: **2022 Street Improvements (Street Improvement Districts 2022-01 to 2022-07)**
 Date Issued: **11/2/2023** Effective Date of Change Order: **11/2/2023**

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

Description:

Landscaping and Irrigation Work at 21st and Main

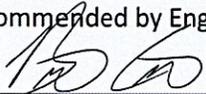
Attachments:

Change Order #2 Area and Price Quote

Change in Contract Price	Change in Contract Times <small>[State Contract Times as either a specific date or a number of days]</small>
Original Contract Price: \$ <u>1,905,856.85</u>	Original Contract Times: Substantial Completion: <u>September 15, 2023</u> Ready for final payment: <u>November 15, 2023</u>
Net change from previously approved Change Orders No. 1 to No. 1 : \$ <u>52,980.34</u>	Net change from previously approved Change Orders 1 to No. 1 : Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price prior to this Change Order: \$ <u>1,958,837.19</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 15, 2023</u> Ready for final payment: <u>November 15, 2023</u>
Net change for this Change Order: \$ <u>9,200.00</u>	Net change for this Change Order: Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price incorporating this Change Order: \$ <u>1,968,037.19</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 15, 2023</u> Ready for final payment: <u>November 15, 2023</u>

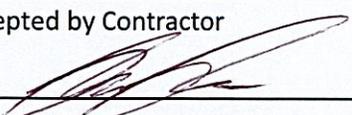
Recommended by Engineer (if required)

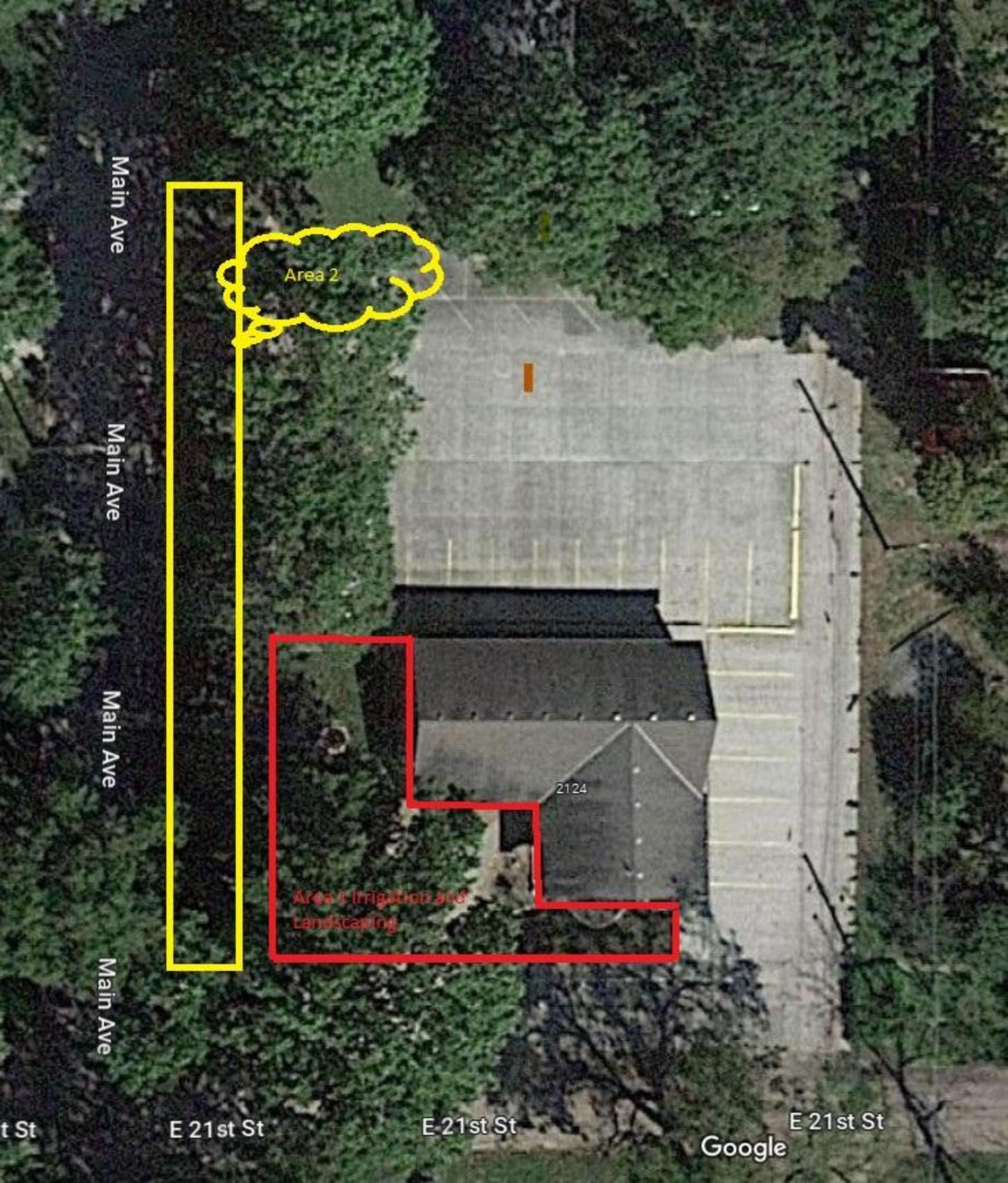
Authorized by Owner

By: 
 Title: Project Manager
 Date: 11/2/23

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: 
 Title: Project Manager
 Date: 11/3/23



Area 2

Area 1 Irrigation and Landscaping

2124

Main Ave

Main Ave

Main Ave

Main Ave

E 21st St

E 21st St

E 21st St

Google

FARM BIDS
OCTOBER 26, 2023
4:00 PM

NAME	ADDRESS	CITY	ST	ZIP	BLUE VALLEY
Ernie Odvody	2419 CR L	Wilber	NE	68465	\$1,365.75
Dan Patak	979 CR 2350	Crete	NE	68333	\$951.00
Jay Preston	1412 Rodeo Rd	Crete	NE	68333	\$519.00

NAME	ADDRESS	CITY	ST	ZIP	WWTP
Nathan Patak	935 CR 2400	Crete	NE	68333	\$1,350.00
Jay Preston	1412 Rodeo Rd	Crete	NE	68333	\$519.00
Ernie Odvody	2419 CR L	Wilber	NE	68465	\$225.10

All bids received prior to deadline.

All bidders have submitted payment as required.

Lease agreement and insurance certificate required upon award.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, 2023 by and between the City of Crete, Nebraska, a Municipal Corporation, hereinafter called Lessor, and NAME, ADDRESS, CITY, STATE, ZIP, hereinafter called Lessee, WITNESSETH:

1. Subject to and upon the terms, provisions and conditions hereinafter set forth, Lessor has demised and leased, and by these presents does demise and lease exclusively unto Lessee as grass/hay land only, and Lessee hereby rents and leases from Lessor as grass/hay land, part of the North 25 Acres of the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4) of Section Two (2), Township Seven (7) North, Range Four (4) East of the 6th P.M., Saline County, Nebraska, known as Blue Valley Cemetery owned by the City of Crete.

2. This lease shall be and continue in full force and effect commencing on the 1st day of April, 2024, for a period of three (3) year(s), or until the 31st day of March, 2027.

3. Lessee shall pay to Lessor the sum of XX DOLLARS (\$XXXX) per year as rental for said premises, to be paid on the signing of this agreement, and on the 1st day of April each year thereafter, in advance.

4. Lessee shall have reasonable rights of ingress and egress to said premises.

5. Lessee shall keep said premises free of noxious weeds, and other weeds, and destroy all weeds along the fences, including all cockleburrs and thistles, and along the highway adjoining said premises, to comply with all regulations of the County and State. No livestock may be placed in said premises. Lessee agrees that he will carefully protect all fences now on said premises or which may be erected thereon during the continuance of this lease.

6. Lessee shall not interfere in any way with the operation of said premises as a cemetery as designated by the Cemetery Board of City or Director of City Cemetery. Lessee shall be

responsible for any damages done to any tombstones on said premises.

7. Lessee agrees that Lessor or its agents or employees may go upon said premises at any time to inspect the same or to make improvements thereon.

8. Lessee covenants to indemnify and hold Lessor harmless from all claims, demands or actions for injury to, or death of, any person or loss of or damage to property in or about said premises, including the person and property of Lessee, his employees, agents, invitees, licensees, or others, caused or asserted by reason of the breach or violation of any of the agreements, covenants or other provisions of this lease by Lessee, such indemnity to include the cost, expense and attorney fees reasonably incurred by Lessor. Nothing in this lease agreement shall inure to the benefit of a third party.

9. Lessee shall not assign this lease or sublet any part of said premises, without the previous written consent of the Lessor.

10. Lessee shall carry and keep in force and pay for public liability insurance in the amount of \$250,000/500,000 bodily injury, and \$250,000/500,000 personal property damage.

11. This contract shall, and does, create the relationship of landlord and tenant between Lessor and Lessee.

12. If Lessee remains in possession after the expiration of the term hereof with Lessor's acquiescence and without a firm agreement of the parties, Lessee shall be a tenant at will and there shall be no renewal or extension of this lease by operation of law.

13. This lease shall be binding upon and inure to the benefit of Lessor and Lessee, their heirs, personal representatives, assigns, sub-lessees, and/ or successors.

14. This lease contains the entire agreement of the parties.

FARM BIDS
OCTOBER 26, 2023
4:00 PM

NAME	ADDRESS	CITY	ST	ZIP	BLUE VALLEY
Ernie Odvody	2419 CR L	Wilber	NE	68465	\$1,365.75
Dan Patak	979 CR 2350	Crete	NE	68333	\$951.00
Jay Preston	1412 Rodeo Rd	Crete	NE	68333	\$519.00

NAME	ADDRESS	CITY	ST	ZIP	WWTP
Nathan Patak	935 CR 2400	Crete	NE	68333	\$1,350.00
Jay Preston	1412 Rodeo Rd	Crete	NE	68333	\$519.00
Ernie Odvody	2419 CR L	Wilber	NE	68465	\$225.10

All bids received prior to deadline.

All bidders have submitted payment as required.

Lease agreement and insurance certificate required upon award.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, 2023 by and between the City of Crete, Nebraska, a Municipal Corporation, hereinafter called Lessor, and NAME, ADDRESS, CITY, STATE, ZIP, hereinafter called Lessee, WITNESSETH:

1. Subject to and upon the terms, provisions and conditions hereinafter set forth, Lessor has demised and leased, and by these presents does demise and lease exclusively unto Lessee as crop and hay land only, and Lessee hereby rents and leases from Lessor as crop and hay land, part of the Northeast Quarter of the Northwest Quarter (NE 1/4, NW 1/4) of Section Three (3), Township Seven (7) North, Range Four (4) East of the 6th P.M., Saline County, Nebraska, known as PID 760062498 owned by the City of Crete.

2. This lease shall be and continue in full force and effect commencing on the 1st day of April, 2024, for a period of three (3) year(s), or until the 31st day of March, 2027.

3. Lessee shall pay to Lessor the sum of XX DOLLARS (\$XXXX) per year as rental for said premises, to be paid on the signing of this agreement, and on the 1st day of April each year thereafter, in advance.

4. Lessee shall have reasonable rights of ingress and egress to said premises.

5. Lessee shall keep said premises free of noxious weeds, and other weeds, and destroy all weeds along the fences, including all cockleburrs and thistles, and along the highway adjoining said premises, to comply with all regulations of the County and State. No livestock may be placed in said premises. Lessee agrees that he will carefully protect all fences now on said premises or which may be erected thereon during the continuance of this lease.

6. Lessee agrees that Lessor or its agents or employees may go upon said premises at any time to inspect the same or to make improvements thereon.

7. Lessee covenants to indemnify and hold Lessor harmless from all claims, demands or actions for injury to, or death of, any person or loss of or damage to property in or about said premises, including the person and property of Lessee, his employees, agents, invitees, licensees, or others, caused or asserted by reason of the breach or violation of any of the agreements, covenants or other provisions of this lease by Lessee, such indemnity to include the cost, expense and attorney fees reasonably incurred by Lessor. Nothing in this lease agreement shall inure to the benefit of a third party.

8. Lessee shall not assign this lease or sublet any part of said premises, without the previous written consent of the Lessor.

9. Lessee shall carry and keep in force and pay for public liability insurance in the amount of \$250,000/500,000 bodily injury, and \$250,000/500,000 personal property damage

10. This contract shall, and does, create the relationship of landlord and tenant between Lessor and Lessee.

11. If Lessee remains in possession after the expiration of the term hereof with Lessor's acquiescence and without a firm agreement of the parties, Lessee shall be a tenant at will and there shall be no renewal or extension of this lease by operation of law.

12. This lease shall be binding upon and inure to the benefit of Lessor and Lessee, their heirs, personal representatives, assigns, sub-lessees, and/ or successors.

13. This lease contains the entire agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate the day and year first above written.

THE CITY OF CRETE, NEBRASKA, A MUNICIPAL CORPORATION. LESSOR

By:

MAYOR

ATTEST:

CITY CLERK

LESSEE

LESSEE

STATE OF NEBRASKA)
) ss.
COUNTY OF SALINE)

On this ____ day of _____, 20____, before me, the undersigned Notary Public, personally came **NAME**, who is personally known to me to be such identical person who executed as such officer the within instrument on his behalf, and such person duly acknowledged the execution of the same to be the act and deed.

Witness my hand and seal at Crete, Nebraska, in said county, the day and year last above written.

NOTARY PUBLIC