

Public Works Committee Meeting
Tuesday, May 21, 2024 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 proposals for Well #5 repairs

3.B. 15th Street paving opinion of cost and assessment for possible paving project

3.C. Consider Resolution 2024-09 25 mph speed limit on South Arizona in City limits

3.D. Consider Allo Assets Pole Attachment Agreement

3.E. Consider the Krupicka Administrative Subdivision

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.



PO Box 367
846 S 13th St.
Geneva, NE 68361

Toll Free: 888-496-3902
Phone: 402-759-3902
Fax: 402-759-4960

*Providing Complete Municipal, Industrial and Agricultural
Pump and Well Service*

May 17, 2024

City of Crete
PO Box 86
Crete, NE 68333

Attn: Tom Ourada

RE: Estimate for Well #5 Repairs

Labor to pull and set pump	\$7,600.00
Rework discharge head	\$1,125.00
20- 2 1/2" x 1 11/16" rubber lineshaft bearings	\$2,600.00
20- 1 1/2" x 1 11/16" stainless steel lineshaft sleeves	\$2,900.00
20- 1 1/2" stainless steel lineshaft couplings	\$1,440.00
1- 4-stage 11SC Sargent bowl assembly	\$7,514.00
200'- 8" column pipe	\$13,750.00
1- Video survey	\$2,075.00
1- Sonar jet treatment	\$3,354.00
1- Muriatic acid treatment	\$4,450.00
1- Sodium hypochlorite treatment	\$2,675.00
Labor to surge, bail and test pump well	\$3,700.00
Total (does not include applicable sales tax)	\$53,183.00

NOTE: Any other repairs would be extra.

Please call with any questions.

Thank You,

A handwritten signature in black ink, appearing to read "Ivan Mumm", with a horizontal line extending to the right.

Ivan Mumm,
Technician

IM/ah

Quote is good for 30 days

RESOLUTION NO. 2024-9

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA AUTHORIZING CHANGING THE SPEED LIMIT OF ARIZONA AVE SOUTH OF HIGHWAY 33 WITHIN CITY LIMITS TO 25 MPH.

WHEREAS, the City of Crete, Nebraska has authority over the roads within the City of Crete; and

WHEREAS, Arizona Ave south of Highway 33 within the City of Crete is residential in nature.

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

Section 1. That the City of Crete be authorized to set the speed limit of Arizona Ave south of Highway 33 to 25 miles per hour.

PASSED AND APPROVED this 21st day of May, 2024.

Mayor

ATTEST:

City Clerk

POLE ATTACHMENT AGREEMENT

This Pole Attachment License Agreement (Agreement) is made and entered into on the ____ day of May, 2024, by and between the City of Crete, Nebraska, a municipal corporation (City) and ALLO Asset Entity 1, LLC, a Delaware limited liability company (Licensee) (Collectively, Parties).

1 RECITALS

- 1.1 Licensee wishes to install and maintain facilities and equipment on City's Poles to provide Communication Services and other lawfully permitted services; and
- 1.2 Licensee has entered into a Franchise Agreement with City, executed herewith; and
- 1.3 City is willing to permit Licensee to place and/or install Attachments on City's Poles subject to the terms of this Agreement; and
- 1.4 Therefore, in consideration of the foregoing recitals and of the mutual covenants, terms, conditions and remunerations herein provided, and the rights and obligations created hereunder, the Parties agree as follows:

2 DEFINITIONS

- 2.1 For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Section of this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.
- 2.2 Attachment(s): means a facility secured to the Pole with a through bolt and clamp or similar device, together with its associated messenger cable, guy wire, anchors, overlashed cable, associated hardware, amplifier, repeater, receiver, appliance or other device or piece of equipment, whether comprised of steel, aluminum, copper, coaxial, optical fiber, or other media or material affixed to a Pole. Each facility or other equipment placed within 12 inches of the through bolt and clamp device shall be subject to all engineering and safety standards, but shall not be counted as an additional Attachment.
- 2.3 Communications Services: means the provision of all services Licensee provides.
- 2.4 Licensee's Facilities: means Licensee's cables, wires, supporting strands, brackets, service drop wires, tapoffs, line amplifiers, power supplies, and any other equipment or property used in connection with the operation of Licensee's business on or immediately adjacent to City's Poles.
- 2.5 Make-Ready: means all work required to make City's electric distribution Poles ready to accommodate Licensee's Facilities, including but not limited to construction and engineering work.

- 2.6 City's Facilities: means all personal property and real property City owns or controls, including Poles.
- 2.7 Overlash or Overlashing: means to place an additional wire or cable communications facility onto an existing Attachment.
- 2.8 Pole: means any support structure (that City owns or controls) that supports City's electric distribution system.
- 2.9 Service Drop: means the last span without use of support strand that is installed to provide service to an individual customer(s).
- 2.10 Service Drop Pole or Drop Pole: means a Pole used to support Service Drops.

3 SCOPE

- 3.1 Grant of License. Subject to the provisions of this Agreement, City hereby grants to Licensee a nonexclusive license authorizing the attachment of Licensee's Facilities to City's electric distribution Poles, for the purpose of providing communication services. No use, however extended, of City's Poles under and pursuant to this Agreement shall create or vest in Licensee any ownership or property rights in the Poles, but licensee's rights in the Poles shall be and remain a mere license.
- 3.2 City's Reservation of Rights. City reserves to itself, its successors and assigns, and to the owner or owners of other facilities attached to the Poles, the right to maintain, replace, and enlarge its facilities and to operate the facilities in such manner as will best enable City, in its sole judgment, to meet the needs of its customers and fulfill its own service requirements. Nothing in this Agreement shall be construed to compel City to maintain any of its Poles for a period longer than demanded by its own service requirements.
- 3.3 Agreements with Other Licensees. Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against City entering into nondiscriminatory agreements with other parties regarding the Poles covered by this Agreement. Nothing contained in this Agreement shall be construed as affecting the rights or privileges granted by City, by contract or otherwise, to others, not parties to this Agreement, to use any Poles covered by this Agreement. City shall have the right to continue and to extend such rights and privileges. The attachment privileges granted in this Agreement shall be subject to such contracts and arrangements. The rights, privileges, and benefits granted to or retained by City, other than the payment of rent and the right of termination, shall inure to the benefit of the City's other licensees.
- 3.4 Anchors. Licensee shall provide their own anchors and down guy wires.
- 3.5 Access to Right-of-Way. City shall grant Licensee nondiscriminatory access to its rights-of-way. This obligation extends to rights-of-way City owns and/or has the right to authorize the occupancy of Licensee's Facilities. For rights-of-way to which City does not have the right to authorize the occupancy of Licensee's Facilities, Licensee shall obtain such consent as is necessary from the owner of the right-of-way.

4 TERM

This Agreement shall be in effect for so long as the Franchise Agreement executed contemporaneously therewith is also in effect.

5 SPECIFICATIONS

- 5.1 Applicable Standards. Licensee shall erect, place and maintain its Attachments and associated equipment covered by this Agreement on City's Poles in accordance with this Agreement and the requirements, specifications, rules and regulations of the National Electrical Safety Code (the "NESC"), and any amendments or revisions of the NESC, and in compliance with any rules, regulations or orders now in effect or that may subsequently be issued by the City, state regulatory authority, or any other authority having jurisdiction over such matters.
- 5.2 Noncompliance. Licensee shall be solely responsible for ensuring compliance with applicable laws governing Licensee's Facilities, Attachments and any of Licensee's actions contemplated by this Agreement. Any action or inaction by City shall not be deemed as assurance that Licensee's Facilities, Attachments, or acts are permitted under this Agreement or applicable law. Notwithstanding the foregoing, City reserves the right to inspect each new installation of Licensee on its Poles and in the vicinity of its lines or appliances and to make periodic inspections, as conditions may warrant, of the Licensee's Facilities.
- 5.3 Noncompliant Attachments. If City, in its sole and absolute discretion, finds that any of Licensee's Attachments to be out of compliance with the standards required by this Agreement, City will notify Licensee within thirty (30) days of discovery. Licensee shall submit to City a plan for correction within ten (10) days of receipt of such notice. Licensee shall implement the plan over a mutually agreed upon period of time, based on the volume and complexity of the corrections and the number of other attachers involved. However, Licensee shall immediately take corrective action where a non-compliant condition constitutes an imminent threat to safety or damage to persons or property.

6 FEES AND CHARGES

- 6.1 Annual Pole Rental Rate. Licensee shall pay an annual pole rental fee of \$6.00 per Attachment.
- 6.2 Rate Increases. The City may increase the annual rental rate sixty (60) days prior to the end of any current calendar year during the term of this Agreement. The revised rate shall apply to all existing Attachments and to all future Attachments covered under this Agreement until further revised.
- 6.3 Billing. City shall issue an invoice to Licensee for pole rental fees annually, specifying the number of attachments on which City seeks payment. Invoices shall be issued in January of every calendar year. Licensee shall pay such invoice within thirty (30) days of receipt.
- 6.4 Partial Year Billing. For those Attachments Licensee installs on City's Poles after the previous year's invoice date, City shall calculate pro-rated fees, based on the

number of months Licensee's Attachments actually occupied the Poles. For those Attachments Licensee removes from City's Poles before the current year's invoice date, but after the previous year's invoice date, City shall calculate pro-rated fees, based on the number of months Licensee's Attachments actually occupied the Poles.

- 6.5 Charges Based on Actual Costs. Wherever this Agreement requires Licensee to pay City for work other than annual pole rental fees, the charges for such work shall be based upon actual costs incurred by City to perform such work.
- 6.6 Inventory. Upon City's Request, the Parties may conduct an annual inventory of Attachments at Licensee's expense. If the Parties are performing a joint survey, such inventory shall be limited to a "drive by" count.

7 ATTACHMENT PERMITS

- 7.1 Notification Required. Before Licensee shall attach to any Pole, Licensee shall make written notification to the City and must wait for approval from the City Administrator before completing work.
- 7.2 Make-Ready Cost Estimate. If Licensee's attachment request requires City to perform Make-Ready, City shall, within 45 days after receipt of Licensee's notification, provide Licensee with: (a) a detailed cost estimate of all projected fees associated with such Make-Ready work, including but not limited to the cost of materials and construction, engineering and relocation or transfer costs; and (b) an estimated schedule for completing the work. If licensee still desires to make the attachment, Licensee shall send written notice to City and pay the entire estimated cost to City as a deposit, which shall authorize the City to commence Make-Ready work at the Licensee's expense. Following completion of the Make-Ready work, the Licensee shall pay any additional cost incurred above the estimated cost by the City, or the City shall reimburse the Licensee any unused portion of the deposit.
- 7.3 Make-Ready Construction. City shall use best efforts to complete Make-Ready construction work withing 45 days of receipt of Licensee's initial approval and deposit of the engineering and construction fees.
- 7.4 Expedited Make-Ready. Licensee shall have the option of requesting expedited Make-Ready engineering and construction schedules. Licensee and City may negotiate expedited engineering and construction fees, which shall be limited to the increased costs City incurs to expedite construction.
- 7.5 Make-Ready Construction Completion Notification. When the Make-Ready construction work is complete, City shall notify Licensee. Licensee shall then have the right to make its Attachments, at its own expense, in accordance with the engineering plans approved by City. Licensee shall complete its Attachments within 120 days after City notifies Licensee that the Make-Ready construction work is complete.
- 7.6 Make-Ready Billing. Withing sixty (60) days of authorization, City shall reconcile the actual costs to the deposit collected in this Section 7 and invoice Licensee for

any costs due over the deposit paid, which shall be paid by Licensee within thirty (30) days, or refund the difference to the Licensee.

7.7 Drop Poles. Drop Poles shall be treated the same as any other pole.

8 OVERLASHING

8.1 Other Attachers. Licensee shall not have the right to Overlash other attachers' facilities without express written permission from the owner of the facilities to be Overlashed and the City. Other attachers shall not have the right to Overlash Licensee's Facilities without express written permission from Licensee and the City. Any Licensee that overlashes to another attacher's facilities will be charged an attachment fee as if it were a separate installation.

9 MAINTENANCE

9.1 Licensee Obligations. Licensee shall, at its own expense, make and maintain all of its Attachment and Licensee Facilities in safe condition and in thorough repair, and in a manner suitable to City and so as will not conflict with the use of the Poles by City, or by other licensees or utility companies using or having the right to use the Poles, or interfere with the working use of facilities on the Poles or that may be placed on the Poles. Licensee shall be responsible for trimming and cutting, at its own expense, all trees, shrubbery, and other vegetation necessary for the proper operation of its cables, wires, and appliances. This shall be done after obtaining proper permission from property owners and others in a manner that does not endanger any Attachments on the Poles. Licensee shall at any time, at its own expense, upon notice from City, relocate, replace, or renew its facilities placed on the Poles, and transfer them to substitute Poles, or perform any other work in connection with the Licensee Facilities that may be required by City. However, in case of emergency, City may arrange to relocate, replace, or renew the facilities placed on the Poles by Licensee, transfer them to substitute Poles, or perform any other work in connection with the facilities that may be required in the maintenance, replacement, removal, or relocation of the Poles, the facilities on or which may be placed on the Poles, or for the service needs of the City. Licensee shall, on demand, reimburse City and its other licensees for the expense consequently incurred. Licensee, in order to carry out the provisions of this section as well as other sections of this Agreement requiring the installation, removal, rearrangement, transfer, and the like of Licensee's equipment shall have on call at all times qualified personnel to comply with the requirements of this Agreement.

9.2 Licensee Worker Safety Training. Licensee shall ensure that their employees are properly trained in climbing and working on City's poles safely and shall specifically and adequately warn each every one of their employees working on or near the Poles of the dangers inherent in contact with the electrical conductors or electrical equipment of City before such employees are permitted to perform any work at or near any of City's Poles. Licensee's employees shall be licensed and certified in accordance with applicable law.

- 9.3 Licensee Responsibility for Workers. Licensee assumes responsibility for any acts of Licensee on all Poles to be climbed or otherwise worked on by its employees whether for the placement of Attachments, maintaining or rearranging Attachments or for other reasons.
- 9.4 Licensee Precautions. Licensee shall not do anything to threaten, impair or damage the structural or operational integrity and safety of City's or other licensee's facilities, cables or Poles. Licensee agrees to take all necessary precautions, by the installation of protective equipment or otherwise, to protect all persons and property against injury or damage that may result from Licensee's Attachments to City's Poles. Licensee assumes all responsibility for any loss from such injury or damage, including any resulting loss of revenue occasioned by interruption of City's service and the service of any of its other licensees. Licensee shall make and immediate report to City and its other licensees of the occurrence of any damage and agrees to reimburse City and its other licensees for the expense incurred in making repairs. If, in the City's opinion, Licensee has not taken such necessary precautions, City shall have the right to terminate this Agreement upon thirty (30) days of written notice to Licensee if such items are not remedied within the thirty (30) day timeframe, or such other period of time as to which the Parties may agree. However, City shall not be considered in any way responsible for the adequacy or inadequacy of the precautions of Licensee.
- 9.5 Notice to City. Licensee shall notify City if any of Licensee's employees become aware of unserviceable conditions or other hazardous conditions.

10 POLE REPLACEMENTS, RELOCATIONS AND REARRANGEMENTS

- 10.1 Activities Affecting Licensee's Attachments. City will provide notice to Licensee when modifying or altering any Poles containing Licensee's Facilities that will result in the rearrangement or replacement of Licensee's Facilities or will otherwise affect Licensee's Facilities. Licensee shall reimburse City for actual expenses City incurs to remove, alter or modify Licensee's Attachments within thirty (30) days of invoicing. City is willing to permit attachment by licensee to existing Poles where minimum space is available, but City retains its right to use this space at some future time should a specific use materialize. In these cases, Licensee will be permitted to use this space until required by City or its other licensees. If, at the time this need is made known to Licensee, Pole replacements are required that would not otherwise be necessary if Licensee's Facilities were not attached, Licensee will pay for replacement costs, or will immediately remove its facilities. If Licensee fails to rearrange, modify or otherwise alter its Attachments within thirty (30) days after notice, or such longer period to which the Parties may agree, City may, but is not required to, remove, alter or modify Licensee's Attachments in accordance with the notice.
- 10.2 Permits. When necessary to replace or relocate a Pole, the attachment permit for the Pole to be relocated or replaced transfers to the new Pole at the time it is

replaced or relocated. In order to have the permit transfer, the new Pole must be located within the existing Pole line and must replace an existing Pole.

- 10.3 Mid-span Poles. City should provide thirty (30) days' notice, when possible, but in no event less than 48 hours' notice, except in emergency situations, prior to setting new Poles between two or more Poles that already hold Licensee's Attachments. If Licensee's Attachments on the Poles on either side of the mid-span Pole hold permits in accordance with this Agreement, then Licensee's Attachment to the newly set mid-span Pole shall be deemed permitted and City shall issue a permit.
- 10.4 Installation of Additional Poles. City reserves the right to install Poles where no Poles exist along a route that Licensee desires to extend its cable. Licensee may request that City install additional Poles to extend its cable by giving written notice to City. Within thirty (30) days, City shall reply by either stating its intention to construct the Pole line or releasing the route to Licensee in writing. With respect to any Poles that Licensee may install, City reserves the right to purchase the Poles and Licensee will sell the Poles to City. City shall pay Licensee an amount equal to the remaining value in each Pole, plus any expenses incurred by Licensee to transfer or rearrange its circuit and equipment to consummate the sale.

11 UNAUTHORIZED ATTACHMENTS

- 11.1 Unauthorized Attachments. Attachments Licensee places without first notifying the City shall be deemed unauthorized. When City discovers any such unauthorized Attachments, City shall notify Licensee. Within thirty (30) days of receipt of such notice, Licensee shall submit a permit application for each unauthorized Attachment.
- 11.2 Fees. For each unauthorized Attachment, Licensee shall pay to City an authorized Attachment fee in an amount equal to the rent that would have been due since the date of attachment, if known, and a late fee in the amount of \$50 per unauthorized Attachment. If the date of attachment is not known or cannot be reasonably determined, the Licensee shall pay to City an unauthorized attachment fee equal to the lesser of (a) five years back pole rental fee or (b) back pole rental fee dating to the last Attachment inventory count conducted pursuant to Section 6.6.

12 ASSIGNMENT OF RIGHTS

This Agreement shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the licensee, without the prior consent of the City, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in the Agreement to secure indebtedness.

13 NOTICES

- 13.1 Both Licensee and City shall maintain a staffed 24-hour emergency telephone number at which either party can contact the other to report damage to either party's facilities or other situations requiring immediate communications between the Parties. Such contact person shall be qualified and able to respond to either party's concerns and requests.
- 13.2 All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent (i) by United States Postal Service, postage prepaid, certified, return receipt requested; (ii) prepaid by any nationally known overnight delivery service; (iii) by courier with confirmed delivery; (iv) by facsimile transmission with facsimile machine generated confirmation of delivery; (v) in person; or (vi) by electronic mail. All notices shall be deemed to have been given on the same day as sent, if sent by same-day courier, facsimile transmission, electronic mail, or personally delivered, or the next business day following deposit with the overnight delivery service or two (2) business days following deposit with the United States Postal Service if sent by mail. All notices shall be addressed to the part at the address below. Either party can change address for notices by giving advance written notice to the other as provided above.
- 13.3 Notices shall be sent to:

13.3.1 Licensee: ALLO Asset Entity 1, LLC
Attn: President
330 S. 21st Street
Lincoln, NE 68510
Email: _____

Copy to: ALLO Asset Entity 1, LLC
Attn: Legal Department
121 S 13th St, Suite 100
Lincoln, NE 68508

13.3.2 City: City of Crete City Administrator
P.O. Box 86
Crete, NE 68333
Copy to: Crete City Clerk
243 E. 13th St
Crete, NE 68333

14 INDEMNIFICATION

- 14.1 Licensee Indemnification. Licensee shall indemnify and defend City and its other licensees against all claims, demands, loss, costs, and expense because of: (a) Property damage; (b) Injury or death to persons; (c) Interference with the service rendered by City and other licensees over its facilities; (d) Interference with television or radio reception occasioned by the installation or operation of Licensee's Facilities; (e) Payments made under any workers' compensation law or

under any plan for employees' disability and death benefits that may arise out of or be caused by the erection, maintenance, presence, operation, or removal of Licensee's Facilities; (f) The proximity of Licensee's Facilities to the wires and other facilities of City and its other licensees; (g) any Act of Licensee, its agents or employees, on or in the vicinity of City's Poles; or (h) Breach of the terms of this Agreement.

City shall give the Licensee written notice of its obligation to indemnify the City within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the City for any damages, liability or claims from the willful misconduct or negligence of the City or for the City's use of the Poles or City Facilities.

- 14.2 Service Interruption. City and its other licensees shall not be liable to Licensee or to Licensee's customers for any interruption to service of Licensee or for interference with the operation of the cables, wires, and appliances of Licensee arising in any manner out of the use of City's Poles under this Agreement, or arising in any manner out of the condition or character of City's Facilities or the manner of the operating of the facilities.
- 14.3 Consequential Damages. Neither party, nor any of their respective employees, agents or contractors shall be liable under any theory of liability to the other for indirect, special, incidental, remote or consequential damages arising under or in connection with this

15 REMEDIES

If either party is in default of the terms of this Agreement, the other party shall deliver written notice of such default to the defaulting party. If the default poses a threat to health and human safety or other emergency, such defaulting party shall immediately cure such default. In any other instance, if the defaulting party does not cure such default within thirty (30) days after such notice, the non-defaulting party may terminate this Agreement within seven (7) days after the non-defaulting party gives such notice of termination.

16 INSURANCE

Licensee shall carry insurance on an occurrence basis to protect the Parties hereto from and against any claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by of such loss, injury or damage. The amount of such insurance against liability due to damage of property or injury or death to persons shall be no less than \$2,000,000.00 as to any on accident and \$2,000,000.00 aggregate. Licensee shall also carry Workmen's Compensation insurance as required by applicable Nebraska Statutes. Licensee shall provide certificates of insurance to the City verifying the coverages required under this Agreement and that it will not cancel any such policy except after thirty (30) days' notice to the City. All insurance required shall remain in force for the life of this Agreement and any continuation or

extension of this Agreement and until Licensee's Facilities are removed from the Poles of City.

17 TERMINATION BY AUTHORITY

Upon notice from City to Licensee that the use of any Pole is forbidden by property owners or the Franchise Agreement between City and Licensee expires or terminates, the permission to use such Pole shall immediately terminate and the cables, wires, and appliances of Licensee shall be removed at once from the affected Pole at the expense of Licensee.

18 TERMINATION

Upon termination or expiration of this Agreement in accordance with any of its terms, Licensee shall immediately remove its cables, wires, and appliances from all Poles of city. If not so removed within thirty (30) days, they shall be deemed to be worthless, and may be removed by City, at the expense of Licensee, and Licensee shall pay such costs to City within thirty (30) days, they shall be deemed to be worthless, and may be removed by City, at the expense of Licensee, and Licensee shall pay such costs to City within thirty (30) days after invoicing, and City shall be from any liability for removing or disposing them.

19 FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance of any part of this Agreement, other than the obligation to pay money, resulting from acts of god, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, failures of suppliers, unusually severe weather, pandemics, or any other circumstances beyond the control of the Parties. In the event of any such excused delay in the performance of a party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay.

20 MISCELLANEOUS

- 20.1 Applicable Law. This Agreement is governed by the laws of the State of Nebraska.
- 20.2 Headings. The headings of this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.
- 20.3 Entire Agreement. This Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 20.4 No Waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any terms or conditions.

- 20.5 Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provisions. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 20.6 Binding Effect. This Agreement shall extend to and bind the successors and assigns of the Parties to this Agreement, subject, however, to the assignment limitations contained in this Agreement.
- 20.7 Counterparts. This agreement may be executed in any number of counterparts, which may be transmitted by electronic means, and each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.
- 20.8 Amendment. Any changes, modifications or amendments to this Agreement must be made in writing, signed by the Licensee and City.

21 ATTORNEY'S FEES

If any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all amounts that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees as permitted by law.

22 SERVICES

No provisions of this Agreement shall be interpreted to grant Licensee permission to make attachments to City's Poles for any purpose other than the proposed purpose of this Agreement.

23 RELATED CONTRACT(S) VOIDABLE

No elected official or any officer or employee of City shall have a financial interest, direct or indirect, in any City contract related to this Agreement. Any violation of this section with the knowledge of the person or corporation contracting with City or such elected official, officer, or employee shall render such contracts voidable by the Mayor or City Council.

24 NONDISCRIMINATION

In the performance of this Agreement, the Parties, their agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.

City of Crete

ALLO Asset Entity 1, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Krupicka Administrative Subdivision

An Administrative Subdivision of Block 29
City of Crete, Saline County, Nebraska

An Administrative Subdivision of Block 29, City of Crete, Saline County, Nebraska, and being more particularly described by metes and bounds as follows:

For the purpose of this legal description, the basis of bearings is the West line of Block 29, having an assumed reference bearing of N 01°55'14" W.

Beginning at the Southwest Corner of Lot 7, Block 29, City of Crete, thence northerly N 01°55'14" W, on the West line of said Block 29, to the Northwest Corner of Lot 12, Block 29, City of Crete, 273.66 feet; thence easterly N 87°56'50" E, on the North line of Block 29, City of Crete, 122.19 feet, to the Northeast Corner of Lot 12, Block 29, City of Crete; thence easterly N 87°52'49" E, 20.06 feet to the Northwest Corner of Lot 1, Block 29 City of Crete; thence easterly N 87°57'31" E, on the North line of Block 29, City of Crete, 122.03 feet, to the Northeast Corner of Lot 1, Block 29, City of Crete; thence southerly S 01°48'05" E, on the East line of Block 29, City of Crete, 274.15 feet, to the Southeast Corner of Lot 6, Block 29, City of Crete; thence westerly S 88°02'09" W, on the South line of Block 29, City of Crete, 121.88 feet, to the Southwest Corner of Lot 6, Block 29, City of Crete; thence westerly S 88°00'23" W, 20.00 feet, to the Southeast Corner of Lot 7, Block 29, City of Crete; thence westerly S 88°04'38", on the South Line of Block 29, City of Crete, 121.82 feet, to the Southwest Corner of Lot 7, Block 29, City of Crete, said Corner also being the True point of Beginning.

Containing a calculated area of 1.660 acres or 72318.29 square feet, more or less. Subject to all easements, restrictions, and reservations of record.

IN TESTIMONY WHEREOF:

David C. Solheim, Successor Trustee of the Robert C. Krupicka Revocable Trust, owner of the property hereon described as KRUPICKA ADMINISTRATIVE SUBDIVISION, have caused these presents to be signed this _____ Day of _____, 2024.

Name _____ Title _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SALINE } S.S.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2024, by,

Name _____ Title _____

Witness my hand and Notary Seal the day and year last above written.

Notary Public _____

CITY OF CRETE CITY COUNCIL

This Plat of KRUPICKA ADMINISTRATIVE SUBDIVISION as described in the above Legal Description were approved by the Mayor and City Council of the City of Crete, Saline County, Nebraska on the _____ day of _____, 2024.

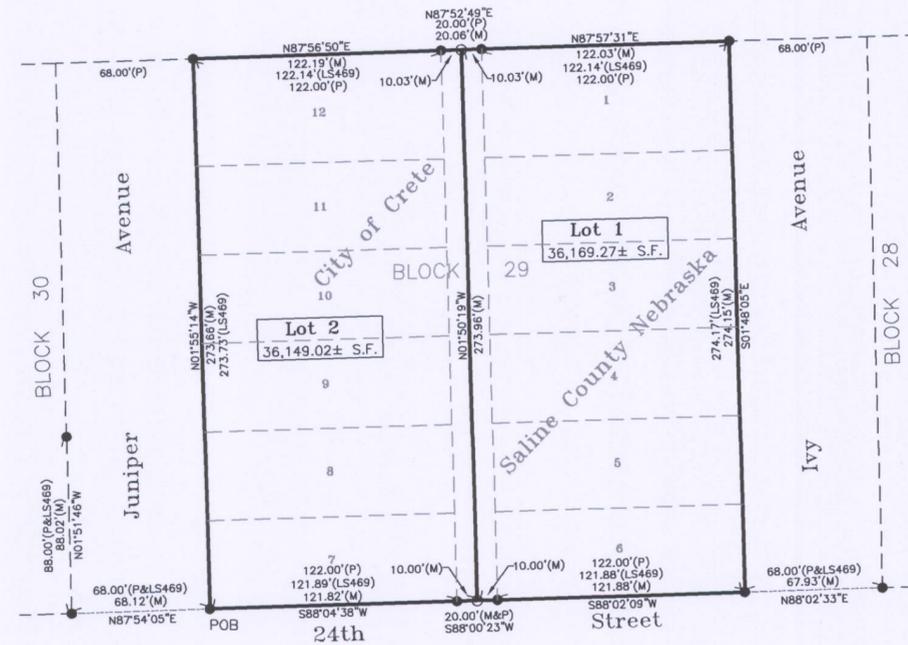
Mayor _____

Attest _____
City Clerk

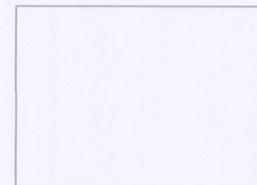
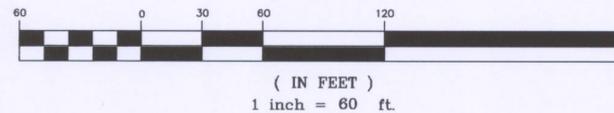
APPROVAL OF ZONING ADMINISTRATOR

This Plat of KRUPICKA ADMINISTRATIVE SUBDIVISION as described in the above Legal Description were approved by the Mayor and City Council of the City of Crete, Saline County, Nebraska on the _____ day of _____, 2024.

Zoning Administrator _____



GRAPHIC SCALE



Repository Stamp

All bearings are assumed

- Legend**
- ⊕ = Section, Quarter, or Sixteenth Cor. Fnd.
 - = Cor. Fnd.
 - = Cor. Set
 - ⊗ = 3/8" Rebar w/LS638 plastic cap
 - ⊗ = Cor. Set Concrete Nail
 - (M) = Meas. Dist.
 - (P) = Plat Dist.
 - (D) = Deed Dist.
 - (R) = Record Dist.
 - (Δ) = Temp Point

SURVEYOR'S CERTIFICATE

I, Chris Witulski, a Professional Registered Land Surveyor under the laws of the State of Nebraska, certify the above survey was executed by me, on the date shown. Permanent monument corners as described in the survey plat were placed at all missing or re-monumented corners. Distances shown are measured in feet and decimals of a foot.

Chris Witulski
NE LS 638
Date: May 20, 2024
JN 4728