

Public Works Committee Meeting
Tuesday, September 3, 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 the Application from Black Hills Energy for a Permit to Occupy the City of Crete Right-of-Way
- 3.B. Consider the Agreement Between Owner and Engineer for Professional Services from JEO Consulting Group, Inc. for the Crete Walnut Creek Sewer Repair.
- 3.C. Consider the Special Event Permit Application SE24-09 Crete's Great Pumpkin Festival from the Crete Chamber of Commerce.
- 3.D. Consider the Application for Special Event Permit SE24-10 for the Children's Parade from the Crete Chamber of Commerce.
- 3.E. Consider Ordinance 2213 Amending Cemetery Board
- 3.F. Consider PCO 011 for \$812.00 from Kingery Construction for the Crete Isis Theatre
- 3.G. Consider PCO 012 for \$2,126.00 from Kingery Construction for the Crete Isis Theatre

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.



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

(Rev. 2, 11-2015)

I Matt Stall (Black Hills Energy) hereby request to occupy City of Crete Right-of-
Name

Way at Boswell Avenue & East 24th St with a device or structure.
Address

Description of structure or device:

2" PE Gas Main Running along the west side of Boswell, North up to the Nestle Building
Relocating due to conflicts on the Paving project on Boswell Avenue. Work to be started 9/3/24

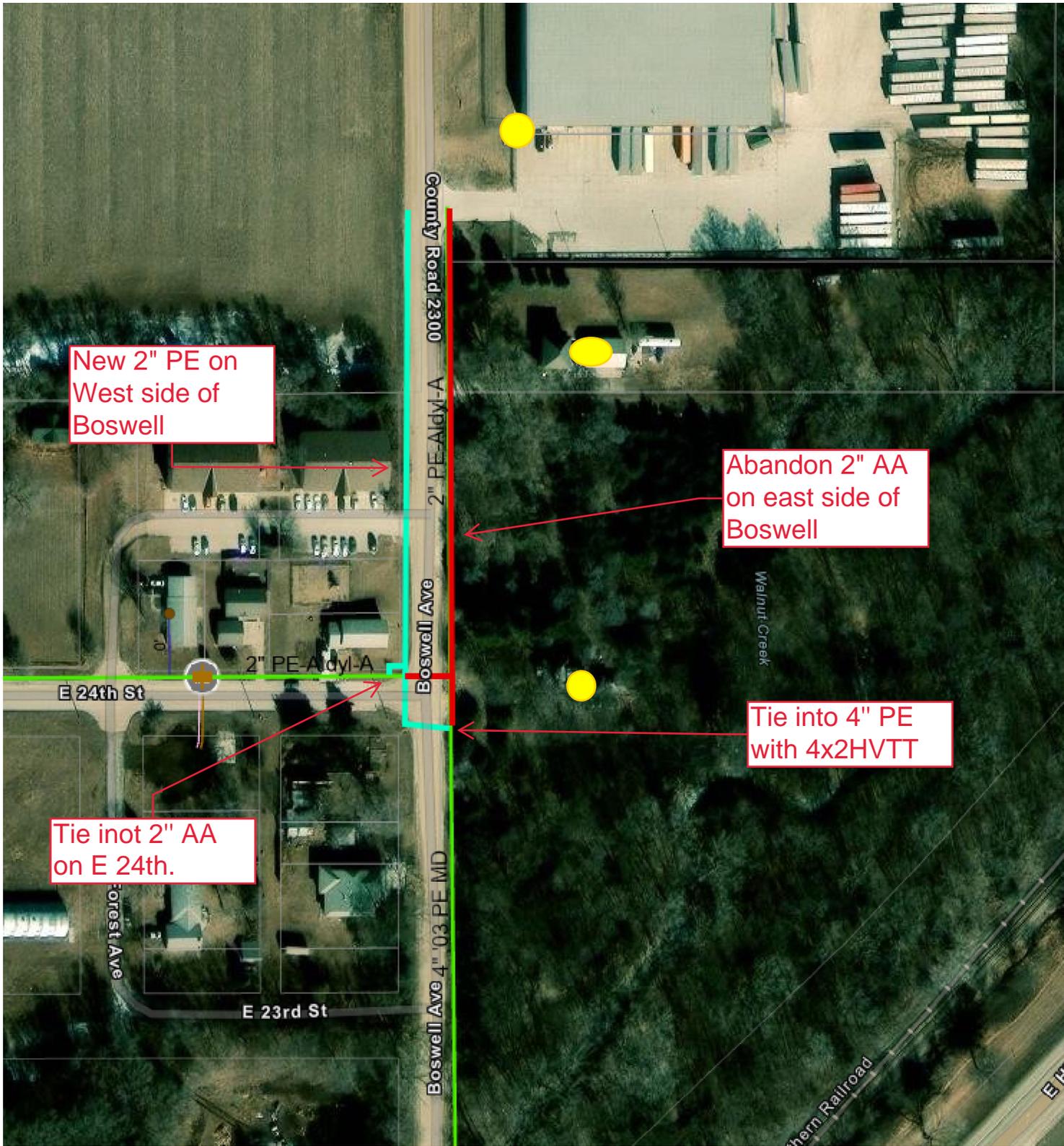
- Diagram, or print included?
- Necessary permits and licenses obtained? Insurance? County has granted us permission to relocate.
- Approved by the Public Works Director _____ Date: _____

Note:

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

Matt Stall (BHE)
Signature of Applicant

08/27/24
Date of Application



New 2" PE on West side of Boswell

Abandon 2" AA on east side of Boswell

Tie into 4" PE with 4x2HVTT

Tie into 2" AA on E 24th.

County Road 2300

2" PE-ADY-A

Boswell Ave

Boswell Ave 4" '03 PE MD

E 24th St

2" PE-ADY-A

Forest Ave

E 23rd St

Walnut Creek

thern Railroad

E H



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date signed by the Owner (“Effective Date”) between City of Crete (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Crete Walnut Creek Sewer Repair. JEO Project No. 241729.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

Preliminary Design:	\$ 22,000.00	Lump Sum
Final Design:	\$ 14,000.00	Lump Sum
Bidding and Negotiation:	\$ 4,000.00	Lump Sum
Construction Administration:	\$ 6,000.00	Lump Sum
Construction Observation [RPR]:	\$ 5,000.00	Hourly (30 Hours Estimated)*
Total Estimated Fee:	\$ 51,000.00	

* Engineer’s estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

When nearing estimated compensation amounts stated herein and it subsequently

becomes apparent to Engineer that the total compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine services shall be reduced or concluded to keep budget close to the estimate, Owner shall notify Engineer and Engineer shall reduce or conclude services accordingly. If Engineer exceeds the total estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Crete

Engineer: JEO Consulting Group, Inc.



By: _____

By: Dane Simonsen, PE

Title: _____

Title: Senior Project Manager

Date Signed: _____

Date Signed: July 31, 2024

Address for giving notices:

Address for giving notices:

City Hall

JEO Consulting Group, Inc.

243 E13th Street

2000 Q Street, Suite 500

Crete NE, 68333

Lincoln, NE 68503

SCOPE OF SERVICES

PROJECT DESCRIPTION:

A sanitary sewer aerial crossing of the Walnut Creek was damaged previously and requires repairs. The existing crossing consists of an 8” ductile iron pipe that is approximately 11’ above the flow line of walnut creek that was supported by 2 concrete pillar type supports. During a previous rain event, one of the concrete supports failed and caused the sanitary sewer to become displaced. This project will replace the pipe supports with steel driven H piles or steel pipe pile.

The work to be performed by the Engineer shall include a preliminary evaluation, survey, technical specifications and drawings detailing the work, development of contract documents, permitting, as well as bidding and construction phase services.

The sanitary sewer aerial crossing will be constructed by a Contractor under a separate construction contract with Crete, which will be awarded through a formal bidding process.

BASIC SERVICES [LUMP SUM]

PROJECT MANAGEMENT PHASE:

Project Management:

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - a. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
 - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
 - d. Work with design disciplines to identify potential risks and how to mitigate those risks.
 - e. Review billed hours by design team and prepare invoice statements for Owner.

PRELIMINARY DESIGN PHASE:

30% Design Process:

- A. Attend and facilitate a project kickoff meeting with Owner to review the project scope, schedule, and requirements. **[1 Meeting]**
- B. Review information provided by the Owner showing the existing sanitary sewer infrastructure to be replaced.
- C. Following confirmation by the Owner of the sanitary sewer infrastructure to be replaced, a boundary and topographic survey of the project site will be completed. The boundary and topographic survey to include:
 - a. Utility locates within the project area
 - b. Vertical and horizontal control for the project area

Exhibit A – Crete Walnut Creek Sewer Repair

- c. Topographic survey to determine site features
 - d. Creation of electronic drawing of property boundaries, elevations, site features, and existing utilities
 - D. Following the confirmation by the Owner of the sanitary sewer infrastructure to be replaced, a wetland delineation will be completed for the project area and a wetland delineation report will be prepared summarizing the findings.
 - a. Prior to conducting field work, identify potential WOTUS, including wetlands, in the study area by researching publicly available data and resources including, but not limited to current and historic aerial imagery, National Wetlands Inventory, National Hydrography Dataset, hydric soils, topography, and/or floodplains.
 - b. Conduct a site visit to delineate all potential WOTUS, including wetlands, in the study area. The on-site wetland delineation will be conducted in accordance with the 1987 USACE Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0).
 - c. Information pertaining to vegetation, soils, and hydrology will be collected at paired data points (e.g., one wetland and one upland), with at least one set of paired data points for each aquatic resource observed on-site. Boundaries of all aquatic resources identified on-site will be recorded in the field using a hand-held GPS with sub-meter accuracy (e.g., Trimble DA2 and FieldMaps for ArcGIS).
 - d. Upon completion of the site visit, JEO analyze and compile the field data into a wetland delineation report that will detail findings and identify potential WOTUS, including wetlands, located in the study area. The wetland delineation report will include the following:
 - i. Project site location.
 - ii. Summary of desktop review.
 - iii. Identification and mapping of boundaries for all recorded WOTUS, including wetlands.
 - iv. Identification of the types of WOTUS, including wetlands, present on-site (i.e., Cowardin classification and Nebraska Wetland Subclass).
 - v. Photographs of each sample point and all WOTUS, including wetlands.
 - vi. USACE Wetland Determination Data Forms.
- E. If project activities are anticipated to impact delineated WOTUS, JEO will prepare a permit application package to obtain Section 404 authorization via a Nationwide Permit (NWP). Although it is anticipated that permanent, unavoidable impacts to waters of the U.S. (WOTUS) would be less than 0.1 acre total and less than 0.03 acre of stream channel at the site, thus avoiding the requirement for compensatory mitigation, this is subject to change based on project design. If permanent, unavoidable impacts to WOTUS exceed 0.1 acre or 0.03 acre of stream channel, thereby requiring compensatory mitigation, this task will require additional services.
- F. Prepare floodplain development permit and no-rise determination using the effective hydraulic model for that tributary is attainable from DNR.
- G. Prepare 30% drawings for the selected water and sanitary sewer alignment. The 30% drawings to include the following:
 - a. Project Location Map
 - b. Site Map with Property Boundaries
 - c. Sanitary Sewer Plan Sheets
 - d. Structural Support Details

Exhibit A – Crete Walnut Creek Sewer Repair

- H. Conduct an internal 30% QA/QC of the project documents and incorporate necessary revisions.
- I. Provide 30% drawings and opinion of probable construction cost to Owner in advance of 30% design review meeting.

FINAL DESIGN PHASE:

60% Design Process:

- A. Revise drawings following receipt of 30% review comments from internal QA/QC.
- B. Prepare 60% drawings, technical specifications, and opinion of probable cost. The 60% drawings to include the following:
 - a. Cover Sheet
 - b. Abbreviation Sheet
 - c. Project Location Sheet
 - d. Control Sheet
 - e. Sanitary Sewer Plan and Profile Sheets
 - f. Structural Support Detail Sheets
 - g. Details Sheet(s)
- C. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 60% drawings, technical specifications, and opinion of probable construction cost to Owner for review.
- E. Attend and facilitate a 60% design review meeting, including plan-in-hand review at the project site, with the Owner.
- F.

90% Design Process:

- J. Revise project documents following receipt of 60% review comments from internal QA/QC and comments from 60% design review by Owner.
- K. Prepare 90% drawings, technical specifications, contract documents, and opinion of probable cost. The 90% drawings to include the following:
 - a. Cover Sheet
 - b. Abbreviation Sheet
 - c. Project Location Sheet
 - d. Control Sheet
 - e. Sanitary Sewer Plan and Profile Sheets
 - f. Structural Support Detail Sheets
 - g. Details Sheet(s)
- L. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
- M. Provide 90% drawings, technical specifications, contract documents, and opinion of probable construction cost to Owner in advance of 90% design review meeting.
- N. Attend and facilitate a 90% design review meeting with Owner to review project documents and details.

Design Finalization:

- A. Revise project documents following receipt of 90% review comments from internal QA/QC and comments from 90% design review meeting with Owner.

Exhibit A – Crete Walnut Creek Sewer Repair

- B. Prepare 100% plans, technical specifications, contract documents, and opinion of probable cost.
- C. Conduct an internal final QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 100% drawings, specifications, contract documents, and opinion of probable construction cost to Owner.
- E. Create final drawings and specification package and sign and seal by engineers and a coordinating professional all registered in the State of Nebraska.
- F. Following confirmation from the Owner, submit final drawings and specifications for review, approval, and issuance of a floodplain permit. Owner to pay all review fees.
- G. Prepare and submit a Pre-Construction Notification (i.e., permit application) package to the U.S. Army Corps of Engineers (USACE) to obtain Section 404 authorization via a Nationwide Permit (NWP). It is anticipated that permanent, unavoidable impacts to waters of the U.S. (WOUS) would be less than 0.1 acres, avoiding the requirement for compensatory mitigation. If permanent, unavoidable impacts to WOUS exceed 0.1 acre this task may require additional services.

BIDDING AND NEGOTIATION PHASE:

- A. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- B. Respond to inquiries from prospective bidders and prepare any addenda required.
- C. Assist the Owner in securing construction bids for the project.
- D. Assist the Owner at the bid opening.
- E. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- F. Prepare and submit necessary information to the Owner for project award approval.
- G. Prepare contract documents for execution by Contractor and the Owner, and approval Owner and Owner's legal and insurance counsel.

CONSTRUCTION ADMINISTRATION PHASE:

The lump sum fee for these services assumes a 12-week construction schedule that takes place in 2024/2025.

- A. Schedule and conduct a pre-construction meeting. **[1 Meeting]**
- B. Assist the Owner with securing quotes for a geotechnical engineer to complete soil and concrete testing.
- C. Review soil and concrete testing results, as needed. Testing costs to be paid for by Owner.
- D. Review sanitary sewer main testing results provided by the Contractor as required by the contract documents.
- E. Provide interpretation of the plans and specifications, when necessary.
- F. Review shop drawings and related data supplied by the Contractor.
- G. Provide horizontal and vertical control and survey staking for the sanitary sewer replacement. Staking shall be limited to one trip.
- H. Review Contractor's payment estimates and provide to Owner for review and approval.

Exhibit A – Crete Walnut Creek Sewer Repair

- I. Review change orders, if necessary, and provide to Owner for review and approval.
- J. Consult with and advise Owner during construction.
- K. Conduct a final inspection of project with the Contractor and Owner.
- L. Compile record drawings.
- M. Recommend to the Owner the acceptance of the project and complete the necessary certificates.
 - a. These recommendations will be based on the Engineer’s observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
 - b. Final acceptance documentation may be the final pay application.

BASIC SERVICES [HOURLY]

CONSTRUCTION OBSERVATION PHASE:

The hourly fee for these services assumes 2 weeks of active construction and part-time inspection of 15 hours per week on average. It is assumed that construction will take place in 2024/2025.

- A. JEO will furnish a part-time Resident Project Representative [RPR] to observe construction progress and quality of the work.
- B. The duties and responsibilities of the RPR are described as follows:
 - a. Review of contractors work for general compliance with the plans and specifications.
 - b. Complete Construction Observation Reports when on site.
 - c. Coordinate pay quantities with Contractor and Engineer.
 - d. Review of materials delivered to the site for specification compliance.
 - e. Assist the Engineer in providing interpretation of the plans and specifications to the Contractor.
 - f. Review and coordinate materials testing by assigned testing firm, if applicable.
 - g. Compile records for use in preparing record drawings.

ESTIMATED TIME FRAME:

- A. Preliminary Design Phase: 45 Days from Signed Contract
- B. Final Design Phase: 30 Days from 30% Design Review Meeting
- C. Bidding and Negotiation Phase: 45 Days from Date of Advertisement
- D. Construction Administration Phase: Concurrent with Construction
- E. Construction Observation Phase: Concurrent with Construction

ADDITIONAL SERVICES [NOT INCLUDED, BUT CAN BE INCLUDED UPON REQUEST]:

- A. Identification and/or evaluation of additional sanitary sewer alignments or replacement alternatives are excluded from the scope of services.
- B. The modeling of the existing sanitary sewer collection system is excluded from the scope of services.

Exhibit A – Crete Walnut Creek Sewer Repair

- C. Geotechnical borings and/or geotechnical report is excluded from the scope of services. It is anticipated that the Contractor will be responsible for verifying geotechnical conditions.
- D. Geotechnical testing is excluded from the scope of services. JEO to assist with soliciting proposals from geotechnical testing firms, if desired.
- E. Purchase of title reports, preparation of purchase/easement agreements, and/or negotiation and payment to property owners is excluded from the scope of services.
- F. Preparation of a Storm Water Pollution Prevention Plan [SWPPP] and submittal of permit application to NDEE is excluded from the scope of services.
- G. US Army Corps of Engineers [USACE] Section 404 compensatory mitigation is excluded from the scope of services. It is assumed that less than 0.1 acres of wetlands will be impacted.
- H. Biological surveys and/or threatened and endangered species surveys, including compliance with agency requests, is excluded from the scope of services.
- I. The payment of any review and/or permitting fees are excluded from the scope of services.
- J. Any meetings not outlined in the scope of services are excluded from the scope of services.

JEO Consulting Group, Inc. GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless



JEO Consulting Group, Inc. GENERAL CONDITIONS

and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors,

administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.





CITY OF CRETE
APPLICATION FOR SPECIAL EVENT PERMIT

Event Title: CRETE'S GREAT PUMPKIN FESTIVAL

Date of Event 10-6-24

Start Time of Event 12:00 PM (SETUP 7:00AM)

Finish Time of Event 5:00 PM

Location of Event _____

DOWN TOWN CRETE AND CITY PARK

This request is for temporary occupation of the street or sidewalk right-of-way.

Streets or Alleys requesting to be closed _____

MAIN AVE. FROM 13th to 9th St.
LINDEN AVE. FROM 13th to 11th St.
12th STREET - NORMAN to JUNIPER STREETS
11th STREET - NORMAN to LINDEN STREETS
10th STREET - NORMAN to LINDEN STREETS

REQUEST TO USE CITY PARKING LOT @ 12th & LINDEN FOR LOCATION OF TRASH CONTAINER.

Special Equipment BARRICADES FOR STREET/ALLEY CLOSURES

16-55 GALLON TRASH CONTAINERS
REQUEST FOR STREET DEPT. TO HANG FESTIVAL BANNER ON 13th STREET
Organization CRETE CHAMBER OF COMMERCE

Responsible Party JACK CUCHNAR EXECUTIVE DIRECTOR

Address 1302 LINDEN AVENUE, P.O. BOX 965 CRETE, NE 68333

Phone 402-826-2136 OFFICE 402-641-2821 CELLULAR

DO NOT WRITE IN THIS SPACE

Application # SE24-09

City Admin. Review

Public Works Review _____

Emergency Services Review _____

Parks & Recreation Review _____

Council Meeting Date _____

Approved _____

Denied _____

Insurance Certificate
Required _____

Ins. Cert. Received _____

(COMPLETE REVERSE SIDE)

By signing this application, Applicant agrees to indemnify and hold the City of Crete and all of its officers and employees harmless from and against any and all claims made by any person or any loss or damage sustained by any person as a direct result of the acts or omissions of the Applicant, its employees, agents, invitees, or guests or as a direct result of the event set forth in the application and any activities related thereto (the "Event"). Applicant agrees to abide by all applicable laws, rules, and regulations pertaining to Applicant's event, including those relating to copyright and intellectual property. Applicant shall bear the sole responsibility for securing any necessary licenses, including music licenses, prior to the event and shall indemnify and hold the City of Crete and all of its officers and employees harmless from and against any and all claims made by any person alleging intellectual property infringement or other claims related to licensure or lack thereof.

 8-28-24
Signature of Responsible Party

REQUIRED ATTACHMENTS:

- Diagram or print of location of event.
- If alcoholic liquor will be served, copy of SDL.
- If alcoholic liquor will be served, description of barricades, devices, security measures, etc. to ensure compliance with The Nebraska Liquor Control Act:

- Copy of insurance covering event with City of Crete as named insured.



CRECH-1

OP ID: DB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bauer Insurance Inc. 1241 Main P.O. Box 159 Crete, NE 68333 David A Bauer	402-826-5141	CONTACT NAME: David A Bauer PHONE (A/C, No, Ext): 402-826-5141 E-MAIL ADDRESS: daveb@bauerinsuranceinc.com	FAX (A/C, No): 402-826-4322
	INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance		NAIC # 18988
INSURED Crete Chamber of Commerce PO Box 465 Crete, NE 68333	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		39997389	12/04/2023	12/04/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			INCL IN GENERAL LIABILITY			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	39108118	12/04/2023	12/04/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Crete is listed as an additional insured as required by contract.

CERTIFICATE HOLDER City of Crete 223 E 13th Street Crete, NE 68333	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Crete's Great Pumpkin Festival

Sunday, Oct. 6, 2024

13th Street/Highway 33/103





CITY OF CRETE
APPLICATION FOR SPECIAL EVENT PERMIT

Event Title: CHILDREN'S PARADE

Date of Event 10-5-24

Start Time of Event 10:00 AM (SETUP @ 9:30 AM)

Finish Time of Event 2:00 PM

Location of Event PARADE ROUTE BEGINS @ 10th & MAIN, DOWN MAIN, TURN ON 12th STREET AND END AT CITY PARK

[X] This request is for temporary occupation of the street or sidewalk right-of-way.

Streets or Alleys requesting to be closed

12th STREET BETWEEN LINDEN & KINGWOOD INCLUDING ALLEY. TEMPORARY BARRICADES AT 10th & LINDEN AND 10th & MAIN

REQUEST TO USE CITY PARKING LOT @ 12th & LINDEN FOR LOCATION OF TRASH CONTAINER

BARRICADES FOR STREET/ALLEY CLOSURES 4-55 GALLON TRASH CONTAINERS

Organization CRETE CHAMBER OF COMMERCE

Responsible Party JACK COCHNAR EXECUTIVE DIRECTOR

Address 1302 LINDEN AVE. P.O. BOX 465, CRETE NE 68333

Phone 402-826-2136 OFFICE 402-641-2821 CELLULAR

DO NOT WRITE IN THIS SPACE
Application # SE24-10
City Admin. Review [check]
Public Works Review
Emergency Services Review
Parks & Recreation Review
Council Meeting Date
Approved
Denied
Insurance Certificate Required
Ins. Cert. Received

(COMPLETE REVERSE SIDE)

By signing this application, Applicant agrees to indemnify and hold the City of Crete and all of its officers and employees harmless from and against any and all claims made by any person or any loss or damage sustained by any person as a direct result of the acts or omissions of the Applicant, its employees, agents, invitees, or guests or as a direct result of the event set forth in the application and any activities related thereto (the "Event"). Applicant agrees to abide by all applicable laws, rules, and regulations pertaining to Applicant's event, including those relating to copyright and intellectual property. Applicant shall bear the sole responsibility for securing any necessary licenses, including music licenses, prior to the event and shall indemnify and hold the City of Crete and all of its officers and employees harmless from and against any and all claims made by any person alleging intellectual property infringement or other claims related to licensure or lack thereof.

 8-28-24

Signature of Responsible Party

REQUIRED ATTACHMENTS:

- Diagram or print of location of event.
- If alcoholic liquor will be served, copy of SDL.
- If alcoholic liquor will be served, description of barricades, devices, security measures, etc. to ensure compliance with The Nebraska Liquor Control Act:

- _____
 Copy of insurance covering event with City of Crete as named insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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PRODUCER Bauer Insurance Inc. 1241 Main P.O. Box 159 Crete, NE 68333 David A Bauer	402-826-5141		CONTACT NAME: David A Bauer
			PHONE (A/C, No, Ext): 402-826-5141
			FAX (A/C, No): 402-826-4322
E-MAIL ADDRESS: daveb@bauerinsuranceinc.com			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Auto Owners Insurance			18988
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED
 Crete Chamber of Commerce
 PO Box 465
 Crete, NE 68333

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		39997389	12/04/2023	12/04/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			INCL IN GENERAL LIABILITY			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	39108118	12/04/2023	12/04/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Crete is listed as an additional insured as required by contract.

CERTIFICATE HOLDER

CANCELLATION

City of Crete
 223 E 13th Street
 Crete, NE 68333

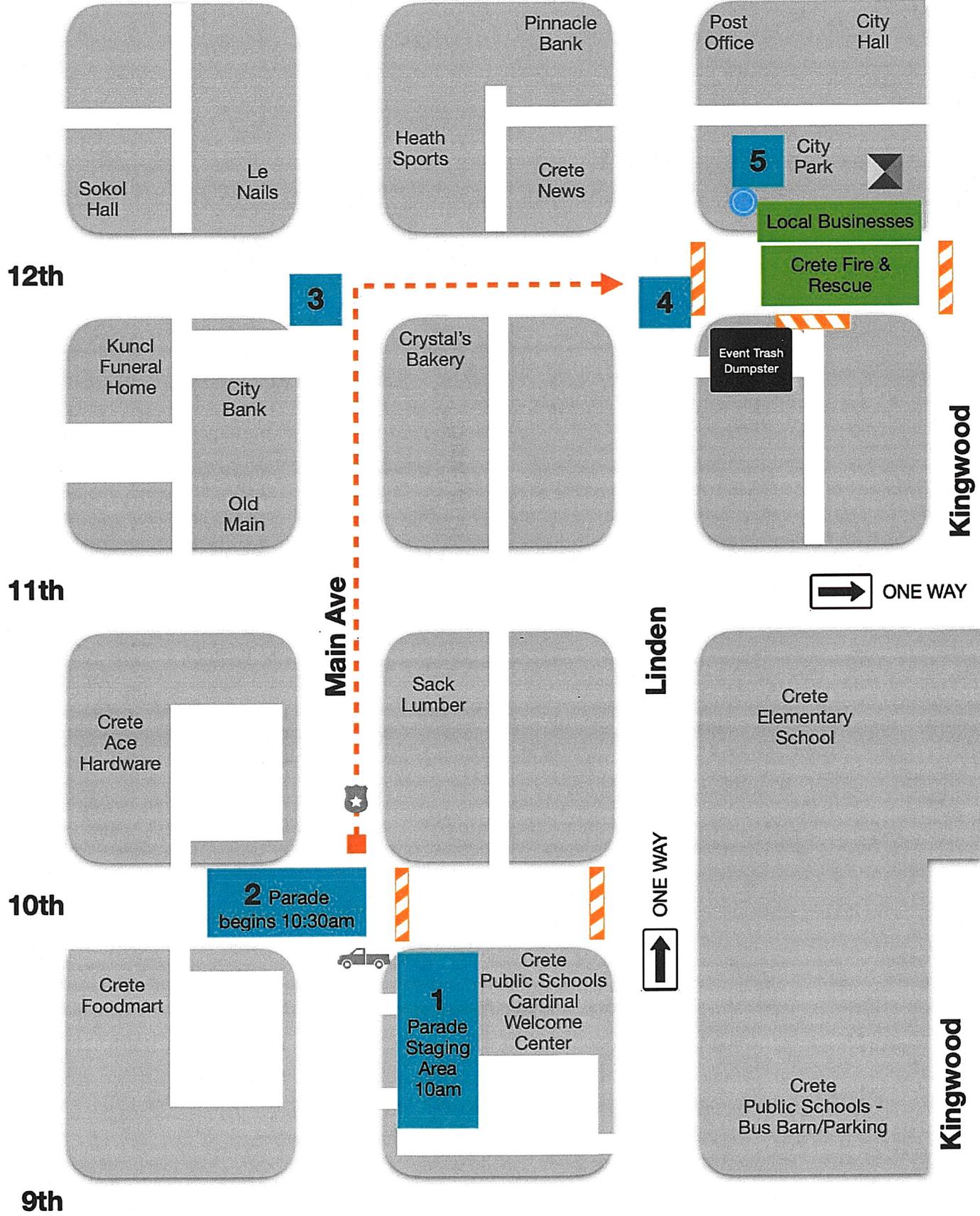
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Crete's Great Pumpkin Festival - Children's Parade

13th Street/Highway 33

Saturday, Oct. 5, 2024



ORDINANCE NO. 2213

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO COMMITTEES, COMMISSIONS, AND BOARDS; TO REPEAL SECTION 2-801 OF THE CRETE MUNICIPAL CODE; TO AMEND SECTIONS 3-901 AND 3-906 OF THE CRETE MUNICIPAL CODE; TO REMOVE THE CEMETERY BOARD AND DELEGATE THE RESPONSIBILITIES PREVIOUSLY UNDER THEIR CONTROL TO THE PUBLIC WORKS DIRECTOR.

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

Section 1. That Chapter 2, Article 8, Section 2-801 of the Crete Municipal Code shall be repealed in full.

Section 2. That Chapter 3, Article 9, Section 3-901 of the Crete Municipal Code shall be amended as follows:

3-901 Cemeteries; Operation and Funding

The Municipality owns and manages the municipal cemeteries through the ~~Cemetery Board~~ Public Works Director who shall be responsible for the direct management and supervision of the cemeteries. The Public Works Director shall have the authority to adopt and promulgate rules and regulations, not inconsistent with law, for the operation of the cemeteries to include, but not be limited to, the number of lots which may be owned by the same individual, to prescribe rules for enclosing, adorning, and erecting monuments and tombstones, and to prohibit any diverse or improper use thereof. The Governing Body, for the purpose of defraying the cost of the case, management, maintenance, and beautification of the cemeteries, may each year levy a tax not exceeding the maximum limit prescribed by state law on the actual valuation of all real estate and personal property within the municipality that is subject to taxation. The revenue from the said tax shall be known as the Cemetery Fund and shall include all gifts, grants, deeds of conveyance, bequests, money, stocks, bonds, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the cemeteries. The Cemetery Fund shall at all times be in the custody of the Municipal Treasurer.

Section 3. That Chapter 3, Article 9, Section 3-906 of the Crete Municipal Code shall be amended as follows:

3-906 Cemeteries; Sale Proceeds; Donations; Perpetual Care Fund

- (1) When any lot has been transferred by warranty deed or by a deed conveying a fee simple title but there has been no burial in any such lot or subdivision thereof and no payment of annual assessments for a period of three years, the ~~Cemetery Board~~ Public Works Director, with the sanction of the Governing Body, may reclaim the unused portion of such lot or subdivision after notifying the recorded owner of his or her heirs or assigns, if known, by certified mail and publishing notice of its intention to do so.
- (2) Such notice shall be published once each week for four weeks in a newspaper of general circulation throughout the county in which the cemetery is located, shall describe the lot or subdivision proposed to be reclaimed, and shall be addressed to the person in whose name such portion stands of record or, if there is no owner of record, to all persons claiming any interest in such lot or subdivision. If no person appears to claim such lot or subdivision and pay all delinquent assessments with interest within fifteen days after the last date of such publication, the ~~Cemetery Board~~ Public Works Director may by resolution reclaim such lot or subdivision. Such reclamation shall be complete upon a filing of a verified copy of such resolution, together with proof of publication, in the office of the Register of Deeds.

Section 4. That the changes specified in the above section shall be codified as part of the Crete Municipal Code as stated herein.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby 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 6. 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 7. This ordinance shall be published in pamphlet, book, or electronic 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 3rd day of September, 2024.

Mayor

ATTEST:

City Clerk

Seal



PCO #011

Kingery Construction Co.
 201 N 46th St
 Lincoln, Nebraska 68503
 Phone: +14024654400

Project: 11-23-6785 - CRETE ISIS THEATRE PHASE 2
 139 W. 13th
 Crete, Nebraska 68333

Prime Contract Potential Change Order #011: Electrical Changes

TO:		FROM:	
PCO NUMBER/REVISION:	011 / 0	CONTRACT:	11-23-6785 - CRETE ISIS THEATRE PHASE 2
REQUEST RECEIVED FROM:		CREATED BY:	Mark Riley (Kingery Construction Co.)
STATUS:	Pending - In Review	CREATED DATE:	8/9/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$812.00

POTENTIAL CHANGE ORDER TITLE: Electrical Changes

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Electrical Changes

Per Owner request: Replace the receptacle at the service counter to a USB duplex device, add a quad receptacle in the projection room, add a USB receptacle in the Utility room and separate the projection room lights from the stair lights and isolate them each to their own switch.

ATTACHMENTS:

[Sentry Cost for Extra Work.pdf](#)

#	Budget Code	Description	Amount
1	26-0001.S ELECTRICAL.SUBCONTRACTORS (blue contract)	Misc. Electrical Changes	\$442.00
2	26-0001.S ELECTRICAL.SUBCONTRACTORS (blue contract)	Change Light Switch in Projection Room	\$115.00
3	01-1005.L PROJECT SUPERINTENDENT.LABOR	Superintendent	\$85.00
4	01-1025.P PROJECT MANAGER.PROJECT MANAGEMENT	PM	\$110.00
Subtotal:			\$752.00
Fee (≈ 7.98% Applies to all line item types.):			\$60.00
Grand Total:			\$812.00

 8/9/2024
 SIGNATURE DATE

 8/12/2024
 SIGNATURE DATE

 SIGNATURE DATE

SENTRY ELECTRIC, INC.

LINCOLN, NE

(402)467-5550

CHANGE NOTICE

Sentry Electric Inc

3400 Gladstone St
Lincoln, NE 68504
Telephone: (402) 467-5550
Fax: (402) 467-5548

Client Address:

Kingery Construction

Contact: Mark Riley
201 N 46th St.
Lincoln, NE 68503

CCN#

16

Date:

8/8/2024

Project Name:

Isis Theatre

Project Number:

Isis Theatre

Page Number:

1

Site Address:

Isis Theatre

139 W 13th St
Crete, NE 68333

Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of 3 days.

Sentry Electric will replace the receptacle at the food stand counter to a USB duplex. Sentry will add a quad receptacle in the projection room. Sentry will add a USB receptacle in the lobby mechanical room.

Summary

MATERIAL

Total Material		95.57
----------------	--	-------

LABOR

JOURNEYMAN	(3.32 Hrs @ \$72.00)	239.04
PROJECT MANAGER @ 12.5%	(0.42 Hrs @ \$73.00)	30.66

Subtotal

Overhead	(@ 10.000 %)	365.27
----------	--------------	--------

Markup	(@ 10.000 %)	36.53
--------	--------------	-------

Subtotal

40.18

Final Amount

441.98

CLIENT ACCEPTANCE

CCN # 16
Final Amount: \$441.98

Name: _____

Date: _____

Signature: _____

Change Order #:

ORIGINAL

I hereby accept this quotation and authorize the contractor to complete the above described work.

SENTRY ELECTRIC, INC.

LINCOLN, NE

(402)467-5550

CHANGE NOTICE

Sentry Electric Inc

3400 Gladstone St
Lincoln, NE 68504
Telephone: (402) 467-5550
Fax: (402) 467-5548

Client Address:

Kingery Construction

Contact: Mark Riley
201 N 46th St.
Lincoln, NE 68503

CCN#

15

Date:

8/8/2024

Project Name:

Isis Theatre

Project Number:

Isis Theatre

Page Number:

1

Site Address:

Isis Theatre

139 W 13th St
Crete, NE 68333

Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of 3 days.

Sentry Electric was authorized to separate the projection room lights from the stair lights and isolate them each to their own switch.

Summary

MATERIAL

Total Material

34.49

LABOR

JOURNEYMAN

(0.75 Hrs @ \$72.00)

54.00

PROJECT MANAGER @ 12.5%

(0.09 Hrs @ \$73.00)

6.57

Subtotal

Overhead

(@ 10.000 %)

95.06

Markup

(@ 10.000 %)

9.51

10.46

Subtotal

115.03

Final Amount

\$115.03

CLIENT ACCEPTANCE

CCN #

15

Final Amount:

\$115.03

Name:

Date:

Signature:

Change Order #:

ORIGINAL

I hereby accept this quotation and authorize the contractor to complete the above described work.



PCO #012

Kingery Construction Co.
 201 N 46th St
 Lincoln, Nebraska 68503
 Phone: +14024654400

Project: 11-23-6785 - CRETE ISIS THEATRE PHASE 2
 139 W. 13th
 Crete, Nebraska 68333

Prime Contract Potential Change Order #012: Added Scope per Fire Marshal in Utility Room

TO:		FROM:	
PCO NUMBER/REVISION:	012 / 0	CONTRACT:	11-23-6785 - CRETE ISIS THEATRE PHASE 2
REQUEST RECEIVED FROM:		CREATED BY:	Mark Riley (Kingery Construction Co.)
STATUS:	Pending - In Review	CREATED DATE:	8/9/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$2,126.00

POTENTIAL CHANGE ORDER TITLE: Added Scope per Fire Marshal in Utility Room

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Added Scope per Fire Marshal in Utility Room
 Cost to add the closer to the Utility Room door and the smoke damper at the grill in the wall above the popcorn machine.

ATTACHMENTS:

[Hawks Quote for Damper.pdf](#) , [Closer for Utility Room Door.pdf](#) , [Sentry added cost for the Popcorn Machine Damper.pdf](#)

#	Budget Code	Description	Amount
1	23-0001.S HVAC.SUBCONTRACTORS (blue contract)	Smoke Damper	\$750.00
2	26-0001.S ELECTRICAL.SUBCONTRACTORS (blue contract)	Power to Damper	\$837.00
3	01-1005.L PROJECT SUPERINTENDENT.LABOR	Superintendent	\$255.00
4	01-1025.P PROJECT MANAGER.PROJECT MANAGEMENT	PM	\$110.00
5	06-1010.M ROUGH HARDWARE.MATERIALS	Door Closer Hinge	\$16.09
Subtotal:			\$1,968.09
Fee (= 8.02% Applies to all line item types.):			\$157.91
Grand Total:			\$2,126.00

8/9/2024
 SIGNATURE DATE

8/13/2024
 SIGNATURE DATE

 SIGNATURE DATE

ESTIMATE

Hawks Plumbing and Heating
L.L.C.
2370 County Rd C
Crete, NE 68333

hawkster_01@hotmail.com
402-826-2029
www.hawksplumbingandheating.co
m



Bill to

Kingery Construction
201 N 46th St
Lincoln
NE
68503

Ship to

Kingery Construction
201 N 46th St
Lincoln
NE
68503

Estimate details

Estimate no.: 1721
Estimate date: 07/26/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Change Order	Smoke damper for transfer grill behind popcorn machine	1	\$750.00	\$750.00
					Total	\$750.00

Note to customer

Thank you for your business.

SENTRY

ELECTRIC, INC.

LINCOLN, NE

(402)467-5550

CHANGE NOTICE

Sentry Electric Inc

3400 Gladstone St
Lincoln, NE 68504
Telephone: (402) 467-5550
Fax: (402) 467-5548

Client Address:

Kingery Construction

Contact: Mark Riley
201 N 46th St.
Lincoln, NE 68503

CCN#

17

Date:

8/9/2024

Project Name:

Isis Theatre

Project Number:

Isis Theatre

Page Number:

1

Site Address:

Isis Theatre

139 W 13th St
Crete, NE 68333

Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of 3 days.

Sentry Electric will provide materials and labor to power a damper on the popcorn machine and control it through the fire alarm system. Final programming to be done by Midwest Alarm.

Summary

MATERIAL

Total Material

82.45

LABOR

JOURNEYMAN

(4.71 Hrs @ \$72.00)

339.12

PROJECT MANAGER @ 12.5%

(0.59 Hrs @ \$73.00)

43.07

Subtotal

464.64

Overhead

(@ 10.000 %)

46.46

Markup

(@ 10.000 %)

51.11

Subtotal

562.21

FIRE ALARM

(\$250.00 + 0.000 % + 10.000 % + 0.000 %)

275.00

Subtotal

837.21

Final Amount

\$837.21

CLIENT ACCEPTANCE

ORIGINAL

Sales Order

Johnson Hardware Co., LLC
1201 Pacific St
Omaha, NE 68108
(402) 444-1650

Order Number: 0925369
Order Date: 7/18/2024

Salesperson: 0129
Customer Number: 06-KIN10

Sold To:
KINGERY CONSTRUCTION CO063
201 N 46TH ST
LINCOLN, NE 68503-0719

Ship To:
KINGERY CONSTRUCTION CO063
201 N 46TH ST
LINCOLN, NE 68503-0719

Confirm To:
Aaron

Customer P.O.	Ship VIA	F.O.B.	Terms			
46430			NET 30			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
PBB SP81	EACH	1.00	0.00	0.00	15.0000	15.00
SP81 4.5 X 4.5 26D HINGE			Whse: 002			

RECEIVED
JUL 22 2024

6785
06-1010
m
wl

Net Order:	15.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	1.09
Order Total:	16.09