

Public Works Committee Meeting
Tuesday, January 21, 2025 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 Master Professional Services Agreement and Work Order 001-City of Crete from Speece Lewis a Bowman Company

3.B. Consider Resolution 2025-1 Establishing a time and place for the hearing to address C-2 special exception request for the property at 1575 Blue Acres Drive, Crete, NE

3.C. Consider the Clevette 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

6. Consider the Clevette Administrative Subdivision

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.



MASTER PROFESSIONAL SERVICES AGREEMENT

THIS MASTER PROFESSIONAL SERVICES AGREEMENT together with any and all Work Orders executed in connection herewith, (this "Agreement") is made this 10th day of January 2025, by and between the City of Crete, ("Client") and **Speece Lewis, a Bowman Company** ("Consultant") for the performance professional services set forth below.

DEFINITIONS

The following definitions shall apply to this Agreement:

1. **"Services"** shall mean the services set forth on a Work Order executed by the parties. A Work Order may be amended from time to time as provided herein.
2. **"Project"** shall mean with respect to each Work Order the project for which the Client engages the Consultant to perform Services.
3. **"Work Order"** shall mean the written instrument attached hereto, as may be executed from time to time by Client and setting forth in each instance the Services and Project to which that Work Order applies. Each Work Order shall set forth the Consultant's compensation for the Services described therein. Client is not bound to execute any particular Work Order with Consultant.

RECITALS

WHEREAS, Client desires from time to time to engage the services of Consultant to perform Services on Projects; and

NOW, THEREFORE, Client and Consultant, in consideration of their mutual covenants set forth herein, agree as follows:

1. **Standard of Care and Consultant's Status.** Consultant agrees to perform Services in accordance with the standards of skill and care of ordinarily provide by Consultant's profession for projects of similar scope and complexity, and in accordance with applicable governmental regulations, consistent with the interests of Client. Client and Consultant expressly acknowledge that Consultant is an independent Consultant, that it is not the representative, agent, or fiduciary of Client, and that the participation by Client in the Project shall in no way relieve Consultant of Consultant's professional duties and responsibilities under applicable law or this Agreement. Consultant makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.

2. **Consultant Representations, Duties, and Responsibilities.** Consultant shall perform the

Services in a timely manner in accordance with the requirements of Client or as otherwise set forth in each Work Order. Consultant states that Consultant is experienced and qualified to perform the Services and that Consultant, and each individual employed by the Consultant to perform the Services, is properly licensed, if required by applicable law, to perform the Services. Consultant shall not perform any additional services with respect to any Work Order (nor be entitled to any additional compensation) unless there is an amended Work Order executed by both parties. If required by the Work Order, Consultant shall ensure that all permit drawings and specifications for the Services shall be sealed, and that all other drawings and specifications prepared by Consultant shall be certified, licensed and registered as required by the appropriate governmental regulations. Consultant shall assist Client in obtaining any authorizations or permits related to the performance of the Services required to be obtained from any governmental authority. Consultant shall, at Client's request, attend meetings and conferences related to the Project, including, but not limited to, meetings with federal, state, local, or other public agencies or citizen's groups.

3. Compensation and Payment. Consultant shall receive compensation ("Compensation") for the Services (and reimbursable expenses, if set forth on the applicable Work Order) in the amount detailed on Work Order. Unless otherwise set forth on Work Order, Client shall pay amounts due to Consultant for Services within thirty (30) days after receipt of invoice. Consultant will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Consultant shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Consultant within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Consultant shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Consultant on behalf of Client or any related Client entities, until all invoices are paid in full and Consultant has received a retainer in such amount as Consultant deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Consultant's election above, Consultant shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Consultant.

(b) If Client disputes any submitted invoice, Client shall give written notice to Consultant within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Consultant within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Consultant shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

4. Liens and Ownership of Documents. Consultant, for itself and for all parties or anyone else acting or claiming through it, hereby expressly waives and releases its right to file any lien for services

performed against all or part of any Project or the land upon which any such Project is located. All drawings, specifications, reports, plats and other documents or work products prepared by Consultant pursuant to this Agreement ("Deliverables") shall become the property of Client, upon payment for services rendered, regardless of whether the Project is completed or not. If Client releases the Deliverables to a third-party without Consultant's prior written consent, or changes or uses the Deliverables other than as intended by this Agreement or related Work Order; (a) Client does so at its sole risk and discretion; and (b) Consultant shall not be liable for any claims or damages resulting from Client's use, change, release, or any third party's use of the Deliverables.

5. Insurance. (a) During the entire term that this Agreement shall remain in effect, and for a period of five (5) years after final payment to Consultant, Consultant shall secure and maintain in force policies of insurance against errors and omissions of Consultant in connection with Consultant's Services, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate.

(b) Unless otherwise agreed in writing, Consultant shall maintain insurance to protect against: claims under workers' compensation acts; automobile claims; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; claims for damages because of injury to or destruction of property, including loss or use resulting therefrom; and claims for damage to or destruction of property, including valuable papers and records coverage and including loss of use resulting therefrom. Client shall be named as an "additional named insured" on all Consultant's insurance policies other than professional liability and Workers' Compensation. Consultant shall furnish to Client upon execution of this Agreement an insurance certificate, for each insurance policy required by this Agreement. Consultant shall notify Client in writing immediately if its insurance coverage is terminated or modified for any reason.

(c) Unless otherwise agreed in writing, the insurance required by subparagraph 5(b) shall be as follows:

<u>Insurance</u>	<u>Limits</u>
Workers' Compensation	Statutory
Comprehensive General Liability	\$1,000,000/\$1,000,000
Automobile Insurance	\$1,000,000/\$1,000,000
Professional Liability	\$1,000,000/\$1,000,000

6. Term. The term of this Agreement shall commence on the date on which Client notifies Consultant in writing to commence performance of any Services and shall expire on the later to occur of (a) one year after the date on which all Services requested by Client in accordance with this Agreement have been fully completed by Consultant, or (b) the date that is three (3) years after the date on which Client notifies Consultant to commence performance of any Services.

7. Termination. (a) Client shall have the right to terminate this Agreement without cause, for any reason whatsoever, such termination effective thirty (30) days after delivery of written notice thereof from Client to Consultant. Similarly, Consultant shall have the right to terminate this Agreement without cause, for any reason whatsoever, such termination effective thirty (30) days after delivery of written notice thereof from Consultant to Client. In the event that either Client or Consultant terminates this Agreement without cause, then (a) Client shall remain obligated to pay Consultant Compensation due pursuant to this Agreement through the termination date, and (b) Consultant shall immediately turn over to Client any and all documents and other property produced or in the possession of Consultant related

to the Project.

(b) If Consultant fails to perform in accordance with the terms of this Agreement, then Client may, without prejudice to any other right or remedy that Client may have and after giving Consultant five (5) days written notice, terminate this Agreement and take possession of all work performed hereunder by Consultant and perform all Services not yet fully performed by whatever method Client may deem expedient. In the event that Client terminates this Agreement for default by Consultant, then (a) Consultant shall immediately turn over to Client any and all documents and other property produced by or in the possession of Consultant for which Client has paid, and (b) Consultant shall not be entitled to receive any further payment.

8. Liability of Consultant and Indemnity. Consultant shall indemnify and save harmless Client from and against any and all suits, actions, legal proceedings, claims, demands, damages, liability, costs and expenses (including reasonable attorney's fees) arising out of or in connection with (i) any negligent error or omission by Consultant or any party for whose conduct Consultant is legally responsible, (ii) breach of this Agreement by Consultant, (iii) any copyright, patent, or other intellectual property infringement by Consultant or any party for whose conduct Consultant is legally responsible, (iv) any failure by Consultant or any party for whose conduct Consultant is legally responsible to comply with applicable laws, regulations, codes, ordinances or other requirements of applicable governing authorities, or (v) any failure to pay any tax by Consultant or any party for whose conduct Consultant is legally responsible. The obligation to indemnify and hold harmless does not include a duty to defend. Consultant has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.

9. Limitation of Liability. (a) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONSULTANT PURSUANT TO THE APPLICABLE WORK ORDER.

10. Force Majeure.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, or any related Work Order, for any failure or delay in fulfilling or performing any term of this Agreement, any related Work Order (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the

failure or delay and minimize the effects of such Force Majeure Event. The non-affected party may terminate this Agreement or any Work Order if such failure or delay continues for a period of 180 days or more.

11. Compliance with Non-Discrimination Statutes, Regulations and Orders. Consultant's policy is to fully comply with the regulations of Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities, and Consultant does not discriminate against any person on the basis of race, color, national origin, sex, age, disability, or low-income. Consultant is an equal opportunity employer and federal contractor or subcontractor. Consequently, Consultant agrees that, as applicable, it will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), and of Title VI of the Civil Rights Act of 1964, as each of these laws may be amended, all of which laws are incorporated herein by reference. These statutes and regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identify or national origin. These regulations require that covered prime contractors and subcontractors, including the Consultant, take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The Consultant also agrees that, as applicable, it will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart), relating to the notice of employee rights under federal labor laws. By entering into this Agreement Consultant specifically agrees that (i) it will not discriminate on the grounds of race, religion, color, sex, national origin, age, low income or disability in the selection and retention of its employees or vendors, and (ii) it will fully comply with the regulations of Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws.

12. Entirety of Agreement. This Agreement and each Work Order embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in a writing that refers to this Agreement and signed by both parties hereto

13. Miscellaneous. This Agreement shall be construed and interpreted according to the laws of the jurisdiction in which the Project is located, without giving effect to the laws, rules or regulations or the provisions thereof regarding conflict of laws. Consultant shall maintain in strict confidence any information obtained from Client during the performance of the Services. In the event that any portion of this Agreement is held to be invalid or unenforceable, it shall not affect the remaining portions of this Agreement which shall remain operative and not affected by such invalidity or unenforceability. No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude other or further exercise thereof or of any other right. This Agreement shall inure to the benefit of the parties, and to the extent permitted by this Agreement, their successors and assigns. This Agreement may be executed in numerous counterparts each of which shall be deemed an original, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the same counterpart.

14. Notices. Any notice required, or which may be given by the terms of this Agreement, shall be sufficient if given in writing and personally delivered by courier service or overnight delivery service or mailed certified mail, postage prepaid, as follows:

TO: CLIENT

City of Crete
City Hall
243 East 13th Street
Crete, NE 683330
Attn: Mr. Tom Ourada

TO: CONSULTANT

Speece Lewis, a Bowman Company
906 S 26th Street
Lincoln NE 68510
Attn: Gregory Hutmacher, P.E.

With copy to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

Changes of the person to receive notices or the place of notification shall be effectuated pursuant to a notice given under this Article and paragraph. Notices shall be deemed delivered (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; and (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first set forth above.

CONSULTANT:

CLIENT:

Speece Lewis, a Bowman Company

City of Crete

By: _____

By: _____

Name: Gregory Hutmacher, P.E.

Name: _____

Title: Senior Bridge Engineer

Title: _____



Work Order to Master Professional Services Agreement dated 1.10.2025

Date of Work Order: 1.10.2025

<p>Consultant Speece Lewis, a Bowman Company 906 S 26th Street Lincoln NE 68510</p> <p>Phone: 402.483.5466</p>	<p>Client City of Crete City Hall 243 East 13th Street Crete, NE 68333 Mr. Tom Ourada</p> <p>Phone: 402.826.4312</p>
<p>Project Name: 2025 Annual Bridge Inspections City of Crete</p> <p>Consultant Project #: ___</p>	<p>Task #: 001</p>

SCOPE OF SERVICES AND FEES

Speece Lewis proposes to provide Engineering services related to Bridge Inspection and will perform the following services:

- Perform minor administrative services to ensure that bridge(s) are scheduled and inspected prior to their due date(s).
- Perform field inspection and complete all associated documentation.
- Review of the completed inspection(s) by a Qualified Certified Bridge Inspector.
- Provide inspection documentation to the Nebraska Department of Transportation for recording in the National Bridge Inventory System (NBIS) with AASHTOWARE BrM software.
- Provide reports to the City of Crete of each structure inspected.

FEE:

The above referenced services will be performed at the following hourly rates:

Engineer IV	\$ 210.00 / hour
Engineer III	\$ 165.00 / hour
Engineering Technician	\$ 115.00 / hour
Administrative Services	\$ 95.00 / hour
Mileage @ cost per mile	Per current Federal Mileage Rate

To ensure proper credit and timely payment, all invoices submitted to Speece Lewis, a Bowman Company for services rendered under this Agreement must include the project number and task number provided above.

The individual signing this Work Order acknowledges that this Work Order is incorporated into and made a part of the Master Professional Services Agreement between Speece Lewis, a Bowman Company as Consultant and the undersigned as Client, and states that he or she has the authority to sign on behalf of the Client.

Speece Lewis, a Bowman Company

City of Crete

By: _____
Name: Gregory Hutmacher, P.E.
Title: Senior Bridge Engineer

By: _____
Name: _____
Title: _____
Date: _____

RESOLUTION NO. 2025-1

RESOLUTION ESTABLISHING A TIME AND PLACE FOR THE HEARING TO ADDRESS C-2 SPECIAL EXCEPTION REQUEST FOR CERTAIN REAL PROPERTY AT 1575 BLUE ACRES DRIVE, CRETE, NEBRASKA TO ALLOW INDIVIDUALS TO USE THE SPACE AS A CHURCH

WHEREAS, individuals wish to purchase property at 1575 Blue Acres Drive to use as a church;

WHEREAS, said property is located in C2 zoning;

WHEREAS, Churches are allowed as a special exception use within C-2 zoned areas of the City;

WHEREAS, By City Code 11-230, all special exceptions require a public hearing;

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

Section 1. The Mayor and Council shall hold a meeting at the City Hall in the City on the 4th day of February, 2025 at 6:00 p.m. for the purpose of reviewing the special exception request at 1575 Blue Acres Drive, Crete, Nebraska. Notice of the time of holding such meeting and the purpose for which it is held shall be published in the Crete News, a legal newspaper of general circulation in the City, once each week for at least two weeks before the date of such meeting. The Clerk is directed to cause said notice to be published as provided by statute. The Clerk is also directed to mail a copy of said notice to all interested parties as required by law.

Approved this 21st day of January, 2025.

CITY OF CRETE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

Dear City of Crete,

My name is Eliasar Escobar, I am the pastor of the 7th Day Church of God here in Crete Ne. I, the co-pastor and the board address you with the due respect you deserve. We are a small group of people who have been meeting in a house to worship God on the weekends and we have been looking for a public place to settle down and for people who like to come and worship God to accompany us with all the freedom of the world.

There is a public building that is established at 1575 Blue Acres Drive, Crete Ne and they are selling it for \$160,000 and we would like to buy it to convert it into a Church, this place would be a non-profit place and would be available to the public. We would only like to know if you give us permission to buy it and turn it into the Church we have always been looking for.

Please, we beg you to grant us permission to buy this place and turn it into a church, as children of God we believe that the more people believe in God, the less crime there will be on the streets of our city. And it is also for when people don't know where to go to find peace, they have a place nearby where they can find God. Matthew 11:28-30 says: "Come to me, all you who labor and are heavy laden, and I will give you rest. Take my yoke upon you, and learn from me, for I am meek and lowly in heart; and you will find rest for your souls; For my yoke is easy, and my burden is light".

Thank you very much in advance for taking a few minutes to read this letter, we hope you can understand us and grant this wish.

Pastor:
Eliasar Escobar
402-615-0254
Vincent20051@hotmail.com

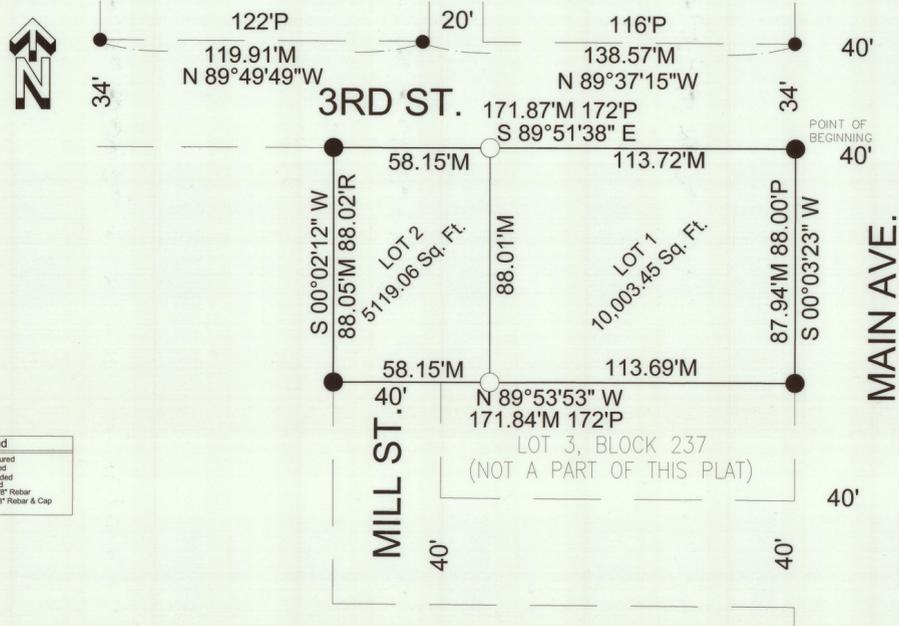
Eliasar Escobar

Co-pastor:
Samuel Telles
402-418-4237
Samuel Telles

Committee group:
Jose H. G.
Samuel
Gustavo
Rosa Telles
Jorge Herrera

CLEVETTE SUBDIVISION

AN ADMINISTRATIVE SUBDIVISION OF LOTS 1 AND 2, BLOCK 237, AND THE VACATED MILL STREET
 ADJACENT THERETO, ORIGINAL CRETE, LOCATED IN THE S.W. 1/4 OF SECTION 34 T8N R4E OF THE 6TH
 P.M., CITY OF CRETE, SALINE COUNTY, NEBRASKA.



Legend

- M = Measured
- D = Deeded
- R = Recorded
- P = Platted
- = Set 5/8" Rebar
- = Set 5/8" Rebar & Cap



CITY OF CRETE CITY COUNCIL APPROVAL
 THIS ADMINISTRATIVE SUBDIVISION AND THE ABOVE LEGAL DESCRIPTION(S) WERE APPROVED BY THE
 MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA ON THE _____ DAY OF
 _____, 20____.

DAVID A. BAUER
 MAYOR

ATTEST:
 NANCY TELLEZ
 CITY CLERK

ALLEN SURVEYING SERVICES LLC
 2450 W. MARTELL RD. 1128 MAIN AVE.
 MARTELL, NE. 68404 CRETE, NE 68333
 402-466-4366 402-826-4620

LEGAL DESCRIPTION

AN ADMINISTRATIVE SUBDIVISION OF LOTS 1 AND 2, BLOCK 237 AND THE ADJACENT VACATED MILL STREET ADJACENT THERETO, ORIGINAL CRETE, LOCATED IN THE S.W. 1/4 OF SECTION 34 T8N R4E OF THE 6TH P.M., CITY OF CRETE, SALINE COUNTY, NEBRASKA. SAID TRACT OF LAND SHALL BE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 237, ORIGINAL CRETE, AND THE POINT OF BEGINNING; THENCE SOUTH 00°03'23" WEST, (A SALINE COUNTY LDP BEARING, AND THE BASIS FOR BEARING OF THIS SURVEY), ON THE WEST RIGHT OF WAY OF MAIN AVENUE, A DISTANCE OF 87.94 FEET. THENCE NORTH 89°53'53" WEST, ON THE NORTH LINE OF LOT 3, BLOCK 237, A DISTANCE OF 171.84 FEET. THENCE NORTH 00°02'12" EAST, ON THE WEST RIGHT OF WAY OF THE VACATED MILL STREET, A DISTANCE OF 88.05 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY OF 3RD STREET; THENCE SOUTH 89°51'38" EAST, ON THE SOUTH RIGHT OF WAY OF 3RD STREET, A DISTANCE OF 171.87 FEET, TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA 15,122.51 SQUARE FEET.

OWNER CERTIFICATION

WE, CLEVETTE RENTALS LLC, A NEBRASKA LIMITED LIABILITY COMPANY, THE SOLE OWNER(S) OF THE TRACT OF LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, DO HEREBY APPROVE "CLEVETTE SUBDIVISION" AN ADMINISTRATIVE SUBDIVISION OF LOTS 1 AND 2, BLOCK 237 ORIGINAL CRETE AND THE ADJACENT VACATED MILL STREET ADJACENT THERETO, LOCATED IN THE S.W. 1/4 OF SECTION 34 T8N R4E OF THE 6TH P.M., CITY OF CRETE, SALINE COUNTY, NEBRASKA. THIS SUBDIVISION IS ALSO SUBJECT TO ALL EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD, AS OF THE LAST DATE SHOWN HEREON.

SIGNED THIS 8 DAY OF JANUARY, 2025
 DAVID CLEVETTE, MANAGING MEMBER
 CLEVETTE RENTALS LLC.

ACKNOWLEDGEMENT OF NOTARY

STATE OF Nebraska, COUNTY OF Saline, JSS
 ON THIS 8 DAY OF January, 2025, BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED, AND QUALIFIED FOR IN AND FOR SAID COUNTY, PERSONALLY APPEARED DAVID CLEVETTE, MANAGING MEMBER OF CLEVETTE RENTALS LLC, A NEBRASKA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON(S) WHOSE NAME(S) ARE TRANSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHO IS THE PERSONS ACTED, EXECUTED THE INSTRUMENT.
 WITNESS MY HAND THIS 8 DAY OF January, 2025.
 NOTARY PUBLIC, MY COMMISSION EXPIRES 12/22/28



SURVEYORS CERTIFICATE

I, DEREK A. BEENBLOSSOM, A REGISTERED LAND SURVEYOR, UNDER THE LAWS OF THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME ON JULY 28, 2024, AND THAT ALL DIMENSIONS ARE IN FEET, AND DECIMALS OF A FOOT, ALL CURVILINEAR DISTANCES ARE SHOWN IN CHORD DISTANCE, AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEFS.

SIGNED THIS 2ND DAY OF JANUARY 2024.

Derek A. Beenblossom, PLS 570



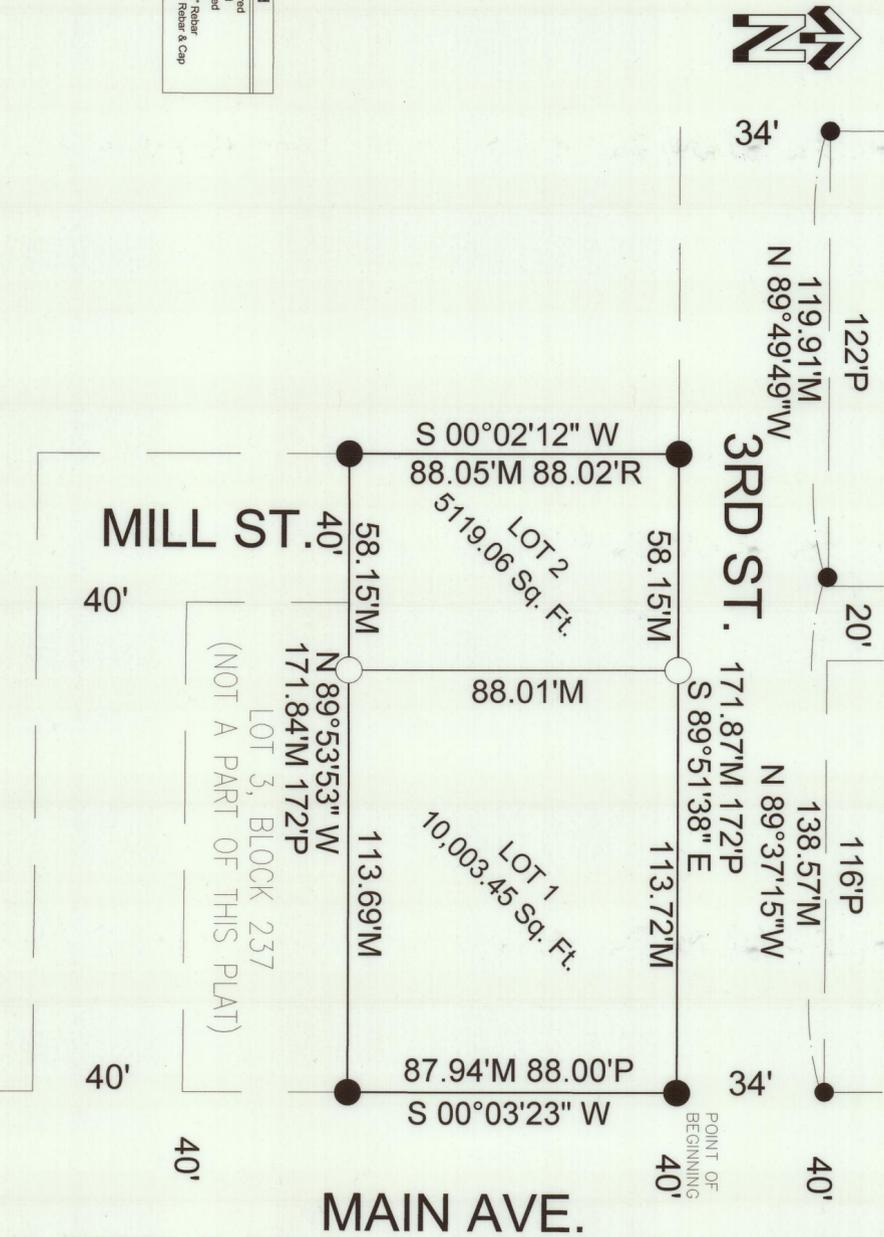
ZONING ADMINISTRATOR APPROVAL

THIS PLAT OF "CLEVETTE SUBDIVISION" AS DESCRIBED IN THE ABOVE LEGAL DESCRIPTION WAS APPROVED BY THE ZONING ADMINISTRATOR OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA.

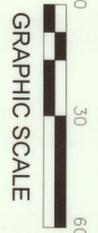
TOM OURADA
 ZONING ADMINISTRATOR

CLEVETTE SUBDIVISION

AN ADMINISTRATIVE SUBDIVISION OF LOTS 1 AND 2, BLOCK 237, AND THE VACATED MILL STREET ADJACENT THERETO, ORIGINAL CRETE, LOCATED IN THE S.W. 1/4 OF SECTION 34 T8N R4E OF THE 6TH P.M., CITY OF CRETE, SALINE COUNTY, NEBRASKA.



Legend	
M	Measured
R	Recorded
P	Platted
●	Survey Point
○	Survey Point & Cap



CITY OF CRETE CITY COUNCIL APPROVAL
 THIS ADMINISTRATIVE SUBDIVISION AND THE ABOVE LEGAL DESCRIPTION(S) WERE APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA ON THE _____ DAY OF _____ 20__

DAVID A. BAUER
 MAYOR

ATTEST:
 NANCY TELLEZ
 CITY CLERK

ALLEN SURVEYING SERVICES LLC
 2450 W. MARTELL RD. 1128 MAIN AVE.
 MARTELL, NE 68404 CRETE, NE 68333
 402-466-4366 402-826-4620

LEGAL DESCRIPTION

AN ADMINISTRATIVE SUBDIVISION OF LOTS 1 AND 2, BLOCK 237 AND THE ADJACENT VACATED MILL STREET ADJACENT THERETO, ORIGINAL CRETE, LOCATED IN THE S.W. 1/4 OF SECTION 34 T8N R4E OF THE 6TH P.M., CITY OF CRETE, SALINE COUNTY, NEBRASKA SAID TRACT OF LAND SHALL BE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 237, ORIGINAL CRETE, AND THE POINT OF BEGINNING; THENCE SOUTH 00°03'23" WEST, (A SALINE COUNTY LDP BEARING, AND THE BASIS FOR BEARING OF THIS SURVEY), ON THE WEST RIGHT OF WAY OF MAIN AVENUE, A DISTANCE OF 87.94 FEET; THENCE NORTH 89°53'53" WEST, ON THE NORTH LINE OF LOT 3, BLOCK 237, A DISTANCE OF 171.84 FEET; THENCE NORTH 00°02'12" EAST, ON THE WEST RIGHT OF WAY OF THE VACATED MILL STREET, A DISTANCE OF 88.05 FEET; TO A POINT ON THE SOUTH RIGHT OF WAY OF 3RD STREET; THENCE SOUTH 89°51'38" EAST, ON THE SOUTH RIGHT OF WAY OF 3RD STREET, A DISTANCE OF 171.87 FEET; TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA 15,122.51 SQUARE FEET.

OWNER CERTIFICATION

WE, CLEVETTE RENTALS LLC, A NEBRASKA LIMITED LIABILITY COMPANY, THE SOLE OWNER(S) OF THE TRACT OF LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, DO HEREBY APPROVE "CLEVETTE SUBDIVISION" AN ADMINISTRATIVE SUBDIVISION OF LOTS 1 AND 2, BLOCK 237 ORIGINAL CRETE AND THE ADJACENT VACATED MILL STREET ADJACENT THERETO, LOCATED IN THE S.W. 1/4 OF SECTION 34 T8N R4E OF THE 6TH P.M., CITY OF CRETE, SALINE COUNTY, NEBRASKA. THIS SUBDIVISION IS ALSO SUBJECT TO ALL EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD, AS OF THE LAST DATE SHOWN HEREON.

SIGNED THIS 8 DAY OF January, 2025

DAVID CLEVETTE
 MANAGING MEMBER
 CLEVETTE RENTALS LLC.

ACKNOWLEDGEMENT OF NOTARY

STATE OF Nebraska)
 COUNTY OF Saline) ss

ON THIS 8 DAY OF January 2025, BEFORE ME A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED FOR IN AND FOR SAID COUNTY, PERSONALLY APPEARED DAVID CLEVETTE, MANAGING MEMBER OF CLEVETTE RENTALS LLC, A NEBRASKA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON(S) WHOSE NAME(S) ARE TRANSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHO IS THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND/THIS 8 DAY OF January 2025.

NOTARY PUBLIC: Elizabeth Snyder
 MY COMMISSION EXPIRES 12/22/28



SURVEYORS CERTIFICATE

I, DEREK A. BEENBLOSSOM, A REGISTERED LAND SURVEYOR, UNDER THE LAWS OF THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME ON JULY 28, 2024, AND THAT ALL DIMENSIONS ARE IN FEET, AND DECIMALS OF A FOOT, ALL CURVILINEAR DISTANCES ARE SHOWN IN CHORD DISTANCE, AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEFS.

SIGNED THIS 2ND DAY OF JANUARY 2024.

DEREK A. BEENBLOSSOM
 LS-570



ZONING ADMINISTRATOR APPROVAL

THIS PLAT OF "CLEVETTE SUBDIVISION" AS DESCRIBED IN THE ABOVE LEGAL DESCRIPTION WAS APPROVED BY THE ZONING ADMINISTRATOR OF THE CITY OF CRETE, SALINE COUNTY, NEBRASKA.

TOM OURADA
 ZONING ADMINISTRATOR