

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING
June 7, 2011

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting
2. Roll Call
3. Petitions - Communications - Citizen Concern
4. Special Order of Business
 - 4.A. CDBG Economic Development Loan Closing Documents
Pending attorneys review
 - 4.B. Saline County Eldercare
amy hansen 7533 same as last year
 - 4.C. Economic Development Director
Shay CAIDC Debra Klaus \$15/hr 10 hrs per week work from her office at Crete Glass
 - 4.D. Amendment to Economic Development Plan
Change to percentages to make budget more managable Start date for director
 - 4.E. Doane Homecoming Parade
amy schmidt student activities homecoming parade community involvement ann golden alumni relations
 - 4.F. NDOR Special Event Application
 - 4.G. Solid Waste Collection Rates
Dave Roll offs - slow action
 - 4.H. Self Funded Health Re-Insurance Renewal
 - 4.I. Employee Health Plan Amendment
 - 4.J. 119 W 13th Street Building Assessment
accept report send to attorney and request plan by next meeting
 - 4.K. Amendment to Building Moving Permits
draft ordiance for changes Carried with a motion by David Bauer and a second by Kyle Frans.
David Bauer: Aye, Tom Busboom: Aye, Kyle Frans: Aye, Jack Oelschlager: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 6, No: 0
 - 4.L. SENDD Survey
 - 4.M. Mayor's Appointments
5. Resolutions & Ordinances

5.A. Ordinance 1785 - Vacating West Tower Road

5.B. Resolution 2011-10 - Personnel Policy 203

6. Officers' Reports

lisa summer reading saturday at park african band at park july 27 feasibility study steve lein at doane june
15 emergency training june 19 school emergency training tom 13th street behind schedule bridge nepa
new consultant tuxedo park bb sb lamb show all went well preliminary pool plans available pool start up
good numbers up roger florida mayor bill foster challenges

7. Consent Agenda

7.A. Council Minutes

7.A.1. May 17, 2011

7.B. Council Committee Minutes

7.B.1. Public Works May 23, 2011

7.B.2. Finance May 23, 2011

7.C. Treasurer's Report

7.D. Regular Claims

8. Adjournment

7:04

Mayor

(SEAL)

City Clerk-Treasurer

I, Jerry Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk-Treasurer

(S E A L)

**CITY OF CRETE, NEBRASKA
DEFERRED LOAN
LOAN AGREEMENT**

THIS LOAN AGREEMENT (the “Loan Agreement”) is made and entered into as of the ____ day of _____, 2011, by and between the CITY OF CRETE, NEBRASKA, a Nebraska Municipal Corporation (“Lender”) and NOVEL Chemical Solutions, Inc., a Nebraska Corporation (the “Borrower”) (each a “Party,” collectively, the “Parties”), and is made with reference to the following:

WHEREAS, the principal amount hereof results from a grant made to the Lender pursuant to CDBG Contract #10-ED-011 between the Lender and the Department of Economic Development (“Department”); and

WHEREAS, the principal amount hereof results from a grant made to the Lender, based on a Memorandum of Understanding (“MOU”) dated March 17, 2011 and attached hereto as Exhibit “B,” among the Lender, Borrower and the Department for disbursement by the Lender to the Borrower;

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained and in reliance upon the representations and warranties hereinafter set forth, the parties agree as follows:

1. Loan Terms.

- 1.1 Amount. Subject to the terms and conditions herein, the maximum principal balance outstanding under this Loan Agreement at any time shall not exceed Two Hundred Thirty Two Thousand Dollars (\$232,000.00) (the “Loan” or the “Funds”).
- 1.2 Purpose. Borrower shall use the Funds for working capital for an existing business (the “Project”). The Project is to be located at 1155 E Hwy 33, Ste 1, Crete, NE 68333 (the “Project Location”).
- 1.3 Repayment. The Loan will be repaid to Lender in 35 monthly payments of principal and interest in the amount of \$6,444.00 per month, and one final payment of \$6,460.00, due on or before the 1st day of each month, commencing on June 1, 2013, and continuing until the Loan is fully repaid to Lender. The maturity date of this loan will be May 1, 2016. Interest will accrue at zero percent (0%) per annum.
- 1.4 Financing Documents. Borrower shall execute a promissory note (the “Promissory Note”), separate personal guarantees (the “Personal Guarantees”), and a UCC filing with a security agreement securing identified property and equipment (the “Security Agreement”), and any

other document or instrument requested by Lender (collectively, the “Financing Documents”), separately executed and delivered in connection with this Loan Agreement, and all of which are incorporated herein by reference. The Financing Documents shall secure the Loan and shall also secure all extensions, modifications, substitutions, or renewals of this Loan Agreement.

1.4.1 Satisfaction. The Financing Documents shall be cancelled and released as provided in each document upon full repayment of the Loan, and, in the event such Loan is not repaid as specified herein and in the Financing Documents, the Financing Documents shall secure, ensure, and guarantee full repayment of the Loan to Lender. All of the Financing Documents shall be in first lien position and take priority over any other lien holders.

1.5 Expenses and Closing Costs. Borrower agrees to pay all fees, expenses, and charges with respect to the Loan, or its making or transfer to the Lender in any way connected, including, but not limited to, fees and out of pocket expenses of local counsel employed by the Lender and recording and filing fees, in connection with this transaction and with the enforcement of this Loan Agreement and any of the Financing Documents.

2 Performance Requirements.

2.1 Job Creation and Maintenance.

- (a) Borrower will create at least 7, new, permanent jobs (on an FTE basis), in the Borrower’s business facility in Crete, Nebraska over and above the agreed baseline of employment at the Crete facility which agreed baseline is 2 FTEs for purposes of as stated in the Memorandum of Understanding (“MOU”):
- (1) within 24 months of the date on the Notice of Approval letter from the Department.
 - (2) meeting the requirement that 51% or more of all jobs (on an FTE basis) created as a result of the CDBG-assisted project must be held by (or if not actually "held by", then the Borrower must meet the required regulatory standards so as to be considered to have made the jobs "available to") low-to-moderate income (LMI) persons.
- (b) maintain the minimum required created 7 FTE jobs, and maintain all additional jobs created as a result of the CDBG-assisted project, for 12 months measured from the date of hire for each respective job.
- (c) maintain the 2 FTE positions which represent the agreed baseline of employment for 12 months measured from the Notice of Approval letter from the Department.

(d) pay all employees of the Business a minimum hourly rate of \$9.25 per hour, and provide all employees with an appropriate package of employee benefits.

Only permanent employees (not temporary employees); and only employee positions at the Borrower's facility in Crete, Nebraska; will be credited in assessing whether the job creation and job maintenance requirements have been satisfied.

2.2 Employee Certification Form. Borrower will deliver, at least once every six (6) months beginning on June 30, 2011, to Lender a completed Employee Certification Form, attached hereto as Exhibit "A," for each employee employed in connection with the Project. The Employee Certification Form will request information from the employee pertinent to the Loan, including income status, race, gender, and disability status. Lender agrees to maintain information obtained from such Employee Certification Forms as confidential, and to use such information only to the extent necessary by the City and the Department in assembling and reporting LMI and other employment data to meet HUD requirements for the CDBG program.

3 Borrower's Affirmative and Negative Covenants.

3.1 Obligation to Pay. Borrower and any guarantor shall execute and deliver this Loan Agreement and the Financing Documents to Lender. Borrower shall pay all indebtedness evidenced by the Promissory Note in the manner and at the times described therein and in this Loan Agreement.

3.2 Use of Funds. Borrower shall use the Funds exclusively for the Project and for no other purpose.

3.3 Compliance with Law. Borrower shall comply in all material respects with all applicable laws, rules, regulations and orders, such compliance to include, paying before the same become delinquent, all taxes, assessments, and governmental charges imposed upon it or its property, except to the extent contested in good faith. Borrower will furnish evidence satisfactory to Lender certifying that all improvements on the Project and their use fully comply with all applicable federal, state, and local statutes, regulations, ordinances, and all other applicable legal requirements.

3.4 Annual Financial Statements. Borrower shall furnish to the Lender, in a timely manner, annual financial statements of the Borrower and the Borrower's federal and state income tax returns/income statements, in such form as may be reasonably required by the City or by the Department, following the close of the Borrower's fiscal year. This

obligation will continue so long as there remains outstanding any balance of the CDBG loan, unless waived by the Department.

- 3.5 Pay All Taxes and Charges. Borrower shall promptly pay and discharge, as the same become due and payable, all taxes, assessments and governmental and other charges, levies or claims, levied or imposed, and any and all claims for labor, material, supplies, or rental charges, which are or which, if unpaid, might become a lien or charge upon its properties, assets, earnings or business.
- 3.6 Maintain Properties. Borrower shall maintain its properties to the standards prescribed in any of the Financing Documents.
- 3.7 Provide Additional Equity. Borrower shall provide additional equity funds to cover additional project costs incurred as a result of overruns or unanticipated expenses or changes in work orders.
- 3.8 Maintain Insurance and Property. For so long as the Loan is outstanding, Borrower shall maintain the insurance required under any of the Financing Documents and keep all of its other properties of an insurable nature (including, without limitation, all buildings, machinery, fixtures, equipment, and all inventories of merchandise and goods), whether leased or owned, adequately insured against loss or damage of the kinds customarily insured against by businesses similarly situated in amounts not less than the amounts generally maintained by other persons engaged in similar businesses, including, but not limited to, property, public liability (including product liability), business interruption, and worker's compensation coverage. All such policies of insurance shall name the Lender as an additional insured and loss payee and provide for thirty (30) days written notice of cancellation. Borrower also shall maintain the property, equipment, and inventory purchased with the Funds in such condition and repair that Lender's security in them is protected.
- 3.9 Right of Inspection. For so long as the Loan is outstanding, Borrower shall afford to any duly authorized employees or agents of the Lender the right, at any reasonable time and from time to time, to visit and inspect any of its properties and to examine and take extracts from its books and records.
- 3.10 Perform All Other Acts Necessary. Borrower shall promptly perform all of the terms and conditions of this Loan Agreement and all of the terms and conditions of the Financing Documents and it will, on request by the Lender, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Loan Agreement, or in any Financing Document or other instrument executed in connection herewith, or in the execution of this Loan Agreement or any Financing Document or such

instruments; (ii) execute, acknowledge, deliver and file and record such further instruments (including, without limitation, further deeds of trust, security agreements, financing statements and continuation statements) and do such further acts as may be necessary, desirable, or proper to carry out more effectively the purposes of this Loan Agreement, the Financing Documents, and such other instruments and to more fully identify and subject to the liens and security interests thereof any property intended by the terms thereof to be covered thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements or appurtenances to any of the collateral; and (iii) execute, acknowledge, deliver and file and record any document or instrument (including specifically any financing statement) deemed advisable by the Lender to protect its lien or security interest under any Financing Document against the rights or interests of third persons, and Borrower shall pay on demand all costs connected with any of the foregoing.

- 3.11 No Encumbrances. Borrower shall not create or suffer to exist any debt which encumbers any of its property. Borrower shall not create, assume, incur or suffer to exist any pledge, mortgage, assignment or other lien or encumbrance of any kind of or upon any of its property now owned or hereafter acquired, except (i) liens of current taxes not delinquent or as security for taxes being contested in good faith for which adequate reserves have been established; or (ii) liens, deposits, or pledges in connection with workers' compensation insurance, unemployment insurance, or retirement pensions.
 - 3.12 Retention of Property. Borrower shall not lease, pledge, hypothecate, sell, or otherwise transfer or dispose of its property to any other entity, or sell, lease, pledge, hypothecate or otherwise transfer or dispose of its property, except as expressly authorized by the Lender. Borrower shall provide written notice to Lender of any hearing, meeting, adjudication, arbitration, or other similar event, of any kind, which may, in any manner whatsoever, affect any property securing this Loan.
 - 3.13 Maintain Location of Project. For so long as the loan is outstanding, Borrower will not move or relocate the Project outside the city limits of the City of Fairbury without obtaining Lender's prior written consent therefore.
 - 3.14 Memorandum of Understanding (MOU). Borrower will need to adhere to all Affirmative and Negative covenants as stated and addressed in the signed and executed Memorandum of Understanding (MOU) attached hereto as Exhibit "B."
- 4 Borrower's Representations and Warranties. Borrower represents and warrants that on and as of the date first set forth above:

- 4.1 Duly Organized. Borrower validly exists and is duly organized under the laws of the State of Nebraska, and has power to enter into this Loan Agreement and to borrow money, and the making and performance by Borrower of this Loan Agreement and the Financing Documents have been duly authorized by all necessary corporate or organizational action.
- 4.2 Recognition of Legal Responsibility. This Loan Agreement and the Financing Documents have been duly executed and delivered by Borrower and such documents constitute legal and binding documents of Borrower, enforceable against Borrower in accordance with the respective terms.
- 4.3 No Default. The execution or delivery by Borrower of this Loan Agreement and the Financing Documents, the consummation of the transaction contemplated herein or therein, do not conflict with or violate, result in a breach of, or constitute a default under any law or regulation or any law applicable to Borrower of any court, regulatory body having jurisdiction over Borrower, or the terms of any indenture, deed of trust, mortgage, note, note agreement, or instrument to which Borrower or any of its properties are bound. Borrower has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice, of lapse of time, or both would constitute such a default.
- 4.4 No Approval Required. No approval, authorization, consent, order, registration, filing, qualification, license, or permit of or with any state or federal court or governmental agency or body having jurisdiction over Borrower, or mortgagee, creditor, or third party, is or was required for the consummation by Borrower of the transactions contemplated by this Loan Agreement and the Financing Documents.
- 4.5 No Pending or Threatened Legal Action. There is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator concerning Borrower or Borrower's assets, which, if adversely determined, would have a material adverse effect on Borrower's ability to perform its obligations under this Loan Agreement or the Financing Documents.
- 4.6 Accurate Information. All information, reports and other papers and data furnished to Lender by Borrower were, at the time the same were so furnished, complete and correct in all material respects to the extent necessary to give Lender a true and accurate knowledge of the subject matter, and no document furnished or other written statement made to Lender in connection with the Loan contained any untrue statement of a fact material to the financial condition of Borrower or the Project or omits to state such a material fact necessary in order to make the statements contained therein not misleading. There has been no adverse or material

change in the financial condition, organization, business prospects, fixed properties, or personnel of Borrower, except as provided by approved amendments, since the date of application for the Loan.

- 4.7 All Taxes Paid. Borrower has filed all tax returns which are required and has paid, or made provision for the payment of, all taxes which have or may become due pursuant to said returns or pursuant to any assessments levied against Borrower or its personal or real property by any taxing authority. No tax liability materially in excess of taxes already provided for has been asserted by any taxing authority against Borrower, and Borrower knows of no basis for any such deficiency assessment.
- 4.8 Memorandum of Understanding (MOU). Borrower will need to adhere to all Representations and Warranties as stated and addressed in the signed and executed Memorandum of Understanding (MOU) attached hereto as Exhibit "B."
- 5 Default and Remedies. As used in this Loan Agreement, the term "Event of Default" shall mean the occurrence of any of the following, and the occurrence of any of the following shall be an event of default hereunder. If an Event of Default occurs, Lender may, at its sole option, (a) give written notice of the Event of Default to Borrower with a demand to cure such default within 30 days of receipt by Borrower of said notice of default, and if said default is not so cured, declare this Loan Agreement breached by Borrower and demand full repayment of the Funds plus interest, or (b) immediately declare this Loan Agreement breached by Borrower and demand full repayment of the Funds plus interest.
- 5.1 Any representation or warranty made by Borrower herein or in any certificate or report furnished by or on behalf of Borrower about any of the foregoing shall prove to be false, incomplete, or incorrect in any material respect;
- 5.2 Borrower's failure to observe or perform any of the covenants, conditions, or agreements of Borrower set forth in this Loan Agreement, the Promissory Note or the Financing Documents;
- 5.3 Commencement of a case in bankruptcy by or against the Borrower;
- 5.4 Application for appointment of a receiver or trustee for, making a general assignment for the benefit of creditors by, or insolvency of the Borrower, or liquidation of a substantial portion of Borrower's assets.
- 5.5 Upon the occurrence of an event of default as defined in this Loan Agreement, the holder of the Promissory Note may declare all or any portion of the indebtedness arising under this Loan Agreement, including indebtedness evidenced by the Promissory Note, to be immediately due

and payable and may proceed to enforce its rights under this Loan Agreement and the Financing Documents.

- 5.6 Borrower, its officers, agents, or employees engage in material misrepresentation related to this Loan Agreement, or are convicted of or found liable for theft or unauthorized use of funds.
 - 5.7 Default is made in the payment when due of any installment of principal and/or interest on any of Borrower's other indebtedness, and if such default remains unremedied for 15 days thereafter.
 - 5.8 Memorandum of Understanding (MOU). Borrower will need to adhere to all Defaults and Remedies as stated and addressed in the signed and executed Memorandum of Understanding (MOU) attached hereto as Exhibit "B."
- 6 Modification of Terms. The terms and conditions of this Loan Agreement shall be modified only by a written instrument signed by Borrower and Lender.
- 7 Miscellaneous.
- 7.1 No Assignment. Borrower's obligations under this Loan Agreement apply to Borrower and shall be binding upon Borrower and its successors, and are not assignable to anyone.
 - 7.2 Indemnification. Borrower agrees to indemnify and save Lender or any of its assigns, agents, employees, representatives, and attorneys harmless against any and all liability with respect to, arising out of, or resulting from Borrower's discharge, or failure to discharge, of any of Borrower's obligations under this Loan Agreement or any of the Financing Documents.
 - 7.3 Severability Clause. In the event any provision of this Loan Agreement conflicts with the applicable law or is declared invalid or otherwise not enforceable, such conflict or invalidity shall not affect the other provisions of this Loan Agreement which can be given effect without a conflicting or invalid provision, and to this end, the provisions of this Loan Agreement are declared severable.
 - 7.4 Notice of Default By Borrower. Borrower will give written notice to Lender of any event, within 15 days of such event, which constitutes an Event of Default under this Loan Agreement as described in Article 5 or that would, with notice, or lapse of time, or both, constitute an Event of Default under this Loan Agreement. Failure of Borrower to give such notice shall not waive any rights of Lender under this Loan Agreement, and Borrower expressly waives any right of notice or demand prior to

Lender taking any action to enforce Borrower's obligations under this Loan Agreement.

- 7.5 No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Loan Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Loan Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Loan Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Lender is required under this Loan Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted, withheld, and/or revoked in the sole discretion of Lender.
- 7.6 No Modification. No modification of this Loan Agreement shall be effective unless in writing and signed by both Lender and Borrower.
- 7.7 Expenses of Collection or Enforcement. If Borrower breaches any provision of this Loan Agreement, Borrower agrees to pay Lender, in addition to any other amounts that may be due from Borrower to Lender, an amount equal to the costs and expenses of collection and/or enforcement.
- 7.8 Survival. All agreements, representations, and warranties made by Borrower, and all other documents or certificates delivered to Lender in connection with the transactions contemplated by this Loan Agreement, shall survive the delivery of this Agreement and Financing Documents, and shall continue in full force and effect so long as the Loan is outstanding.
- 7.9 Notices. All notices, consents, requests, demands, and other communication will be in writing and will be deemed to have been duly given to Lender if mailed to Lender at its address set forth in the grant application, and if to Borrower, if mailed to Borrower at the address set forth in the grant application.
- 7.10 Integrated Agreement. This Loan Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof. Any previous agreements or understandings between the Parties regarding the subject matter hereof are merged into and superseded by this Loan Agreement.

- 7.11 No Representations or Warranties. Each Party agrees that no representations or warranties have been made by any Party hereto, other than as set forth in this Loan Agreement, to induce the other Party to enter into this Loan Agreement. The Parties hereto acknowledge and agree that no promise, inducement, or agreement not expressed herein has been made to each other, that this Loan Agreement contains the entire agreement between the Parties, and that the terms of this Loan Agreement are contractual and not mere recitals.
- 7.12 Knowing and Voluntary. Each Party hereto specifically acknowledges that this Loan Agreement is fair and reasonable and knowingly and voluntarily executed by each of them. In entering into this Loan Agreement, each Party has undertaken such factual inquiry as it has deemed necessary and has relied solely on that inquiry and not on statements or representations of the other Party. Each Party has had their attorneys review this Loan Agreement or has voluntarily waived such right.
- 7.13 Authority. Each Party hereto represents and warrants that they have full power and authority to enter into this Loan Agreement.
- 7.14 Governing Law. This Loan Agreement shall be governed by the laws of the State of Nebraska. This Loan Agreement shall be binding upon the Parties hereto, and all Parties set forth more fully above.
- 7.15 Article and Section Headings. Article and Section headings used in this Loan Agreement are for convenience only, and will not affect the construction or meaning of this Loan Agreement.
- 7.16 Counterparts. The Parties hereto may rely on facsimile or electronic copies of signatures for the purposes of final execution of this Loan Agreement. This Loan Agreement may be executed at different times and places, and in one or more separate counterparts, all of which collectively shall constitute one agreement.

IN WITNESS WHEREOF, this Loan Agreement has been duly executed by the Parties hereto on the day and year first above written. By signing this Loan Agreement, Borrower acknowledges receipt of an executed copy of this Loan Agreement.

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Signature pages follow

LENDER:

CITY OF CRETE, NEBRASKA, a Nebraska
Municipal Corporation

By: _____
Roger Foster, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Roger Foster, Mayor of the City of Crete, on behalf of the City of Crete.

(S E A L)

Notary Public

BORROWER:

NOVEL Chemical Solutions, Inc., a Nebraska Corporation

By: _____
David Symonsbergen, President

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by David Symonsbergen, President of NOVEL Chemical Solutions, Inc., a Nebraska Corporation.

(S E A L)

Notary Public

EXHIBIT "A"

Employee Certification Form

EXHIBIT "B"

Memorandum of Understanding (MOU)

Exhibit "A"

STATE OF NEBRASKA
COMMUNITY DEVELOPMENT BLOCK GRANT
EMPLOYEE CERTIFICATION FORM

For use by NOVEL Chemical Solutions, Inc. (Name of Employer) to meet the requirements of the Nebraska Department of Economic Development and U.S. Department of Housing and Urban Development (HUD).

Dear Employee or Applicant:

Please provide the information requested on this form by so that we can verify to the Nebraska Department of Economic Development that your employment here is achieving the goals of the Nebraska Community Development Block Grant Program. This information is voluntary. Your response should be based upon the earned family income in the county in which you reside. The information will be placed in your confidential personnel file and is available to only a limited number of company officials. The information is subject to verification by officials from City of Crete, NE and representatives of the Nebraska Department of Economic Development.

EMPLOYEE or APPLICANT: Please answer questions 1, 2, 3 and 4:

Find your family size and household income level. Count all family members including yourself living at home.

HUD Income guidelines for SALINE COUNTY, NE (See accompanying sheet for additional guidelines)

Family Size:

Table with 9 columns: 1 PERSON, 2 PERSONS, 3 PERSONS, 4 PERSONS, 5 PERSONS, 6 PERSONS, 7 PERSONS, 8 PERSONS. Rows include Row A, Row B, and Row C with corresponding income values.

1) My household size is _____ persons.

Please check the box below that represents your TOTAL household income FOR LAST YEAR in relation to the income levels in rows A, B, and C above. LAST YEAR my total income was:

- Checkboxes for LESS THAN THE AMOUNT IN ROW A, BETWEEN THE AMOUNTS IN ROWS B AND C, BETWEEN THE AMOUNTS IN ROWS A AND B, MORE THAN THE AMOUNT IN ROW C

2) Please Check the Box(es) that identify your race:

Single Race:

- Checkboxes for White, Black/African American, Asian, American Indian/Alaskan Native, Native Hawaiian/Other Pacific Islander, Other

Multi-Racial Identifiers:

- Checkboxes for American Indian/Alaskan Native and White, Asian and White, Black/African American and White, American Indian/Alaskan Native and African/American, Other Multi-Racial

3) Please answer these questions:

- Do you consider yourself as being of Hispanic ethnicity?
What sex are you?
Do you have a disability that is a substantial handicap?
Are you a female head of household?

4) Are you, the applicant, currently employed? Yes No

Your Name (Please print)

Your Signature: X

Date Signed:

Date Hired:

TO BE COMPLETED BY THE BUSINESS Please indicate job category for which this employee or applicant is being considered: See sheet 38b for description of job categories)

- Checkboxes for Officials or Managers, Professional, Technicians, Sales, Office or Clerical, Craft Worker (skilled), Operatives (semi-skilled), Laborers (unskilled), Service Workers

MEMORANDUM OF UNDERSTANDING

(with respect to a special economic development activity involving
the City of Crete, Nebraska;
with NOVEL Chemical Solutions, as the benefited business)

This Memorandum of Understanding ("MOU") is entered into among the State of Nebraska, Department of Economic Development ("Department" or "DED"); the City of Crete, Nebraska ("City"); NOVEL Chemical Solutions ("Business"); Union Bank & Trust ("Bank"); and Dave Symonsbergen and Kellie Symonsbergen, as individual guarantors; upon the date of signature by all parties.

RECITALS

PART I: IDENTIFICATION OF PARTIES.

Business: The benefited business
NOVEL Chemical Solutions
1155 E Hwy 33, Ste 1
Crete, NE 68333

Village/City/County: City of Crete, Nebraska
PO Box 86
Crete, NE 68333

Department or DED: Nebraska Department of Economic Development
P.O. Box 94666
Lincoln, Nebraska 68509-4666

Guarantors: Dave Symonsbergen, 1155 E Hwy 33, STE 1, Crete, NE 68333
Kellie Symonsbergen, 6800 South Ridge Drive, Lincoln, NE
68512

Bank: This bank is substantial participant in the project, but is not party to this MOU. The Department requires a legally sufficient, written commitment from this financial participant in the project, at funding levels as shown in the Sources and Uses of Funds Table at §4.02, and under the financial terms specified there in footnotes (if any) to such Table, as a prerequisite to the Department proceeding with CDBG funds being invested in the project. Such commitment documentation will be separate from this MOU instrument.

Union Bank & Trust
4243 Pioneer Woods Dr
Lincoln, NE 68506

PART II: PROJECT SUMMARY DESCRIPTION.

The project involves a CDBG award of \$237,000 from the Department to the City, \$5,000 of which is for the City's costs of administration of the grant, and \$232,000 of which is to be loaned to the Business for working capital; associated with the Business' facility in Crete, Nebraska. CDBG funding will require the Business to satisfy various job requirements as set forth in §5.01 below.

AGREEMENT:

Premised on the *Recitals* above, and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART III: DEFINITIONS; FEDERAL FUNDING SOURCES and GOVERNING FEDERAL LAW CITED; AND INCORPORATION OF RECITALS.

§3.01 *Full-Time Equivalent Position (FTE)*: An FTE position represents a culmination of 2,080 work hours per annum per position by a person in a permanent position of employment with Business at its facility in Crete, Nebraska.

§3.02 *Low-to-Moderate Income Person (LMI)*: LMI persons are defined as members of a family (single-person or multi-person) where the family has an income equal to or less than the most recent HUD-established income limits for the family residence location. These income limits may be found generally via the HUD national website. The specific webpage address (subject to change by HUD) at the time of this writing is:

→<http://www.huduser.org/datasets/il.html>←

§3.03 Specifics about how an employment position is considered to be "*held by*" or "*made available to*" an LMI person, and other related definitional matters, may be found in the HUD CDBG regulations in 24 C.F.R. Part 570.

§3.04 The Department has been designated by the United States Department of Housing and Urban Development ("HUD") to administer; and HUD has awarded the Department funds for; the Community Development Block Grant ("CDBG") program. This is the source for funding by the Department for the project which is the subject matter of this MOU.

§3.05 Based on the provisions of this MOU, the City has submitted, or will submit, and the Department will consider, the City's application for funding for the project which will undertake community development activities authorized under the Housing and Community Development Act of 1974, as amended, and as authorized under the federal regulations governing CDBG at 24 C.F.R. Part 570.

§3.06 All provisions of the *RECITALS* above are incorporated as agreed provisions of the MOU.

PART IV: ADDITIONAL TERMS AND CONDITIONS OF THE CDBG FUNDING.

§4.01 CDBG Amount and Program Income Use Requirement.

The amount of CDBG funds to be granted from the Department to the City will not exceed \$237,000. \$5,000 of the \$237,000 is for the City's costs of administration of the grant, and \$232,000 of the \$237,000 is to be loaned to the Business.

Unless otherwise excepted from such requirement (or otherwise specified as to a limited amount requirement) elsewhere in this MOU, the City acknowledges and agrees that any CDBG program income (defined in the HUD CDBG regulations) available to the City at the time of any "drawdown" request by the City to the Department must be first utilized in the project, thus lessening the amount of new CDBG funding paid from the Department to the City for this project.

§4.02 Sources and Uses of Funds.

SOURCES→	CDBG total from DED and City	UNION B&T	TOTAL
USES (Activities)↓			
0730 Working Capital	\$232,000	\$232,000	\$464,000
0181 General Administration	\$5,000	\$0	\$5,000
TOTAL	\$237,000	\$232,000	\$469,000

The Sources and Uses of Funds table above reflects:

- The anticipated total costs of the CDBG-assisted project.
- The CDBG-assisted activities being funded.
- The sources and amounts of other matching funds required for each activity.
- The maximum authorized CDBG funds for each CDBG-assisted activity.
- The ratio (derived by computation, not expressly shown) of CDBG funds to other matching funds for each CDBG-assisted activity, which ratio is a further limitation upon the maximum authorized CDBG funds which may be paid for each activity. The ratio is invoked as a limitation if the actual total costs of the activity are less than anticipated.

[An example illustrates this point: If the anticipated cost of an activity such as the acquisition of equipment was \$100,000, with \$40,000 to be from CDBG funds as the source, and \$60,000 to be from the benefited business as the source—but the actual cost of the machinery turned out to be \$90,000—then the 40% ratio limits CDBG funding to \$36,000, rather than the \$40,000 originally anticipated.]

- The proportionality (derived by computation, not expressly shown) of funding from all funding sources, for each activity and for the project in total. Disbursement of CDBG funds will be made only on a pro rata basis with all other funding sources, for each activity and for the project in total. CDBG funds will not be the first funds

invested in the project—but rather—CDBG funds will flow into the project in proportion to all other funding sources.

- The timing (of CDBG funds flowing into the project on a pro rata basis) is that CDBG funding is reimbursement funding. Reimbursement after-the-fact of the expense having been incurred is what will be done. This timing may well result in the benefited business having to temporarily carry the costs which are then later reimbursed through CDBG funding.

[An example illustrates this point: If the actual cost of an activity such as the acquisition of equipment was \$100,000, with \$40,000 to be from CDBG funds as the source, and \$60,000 to be from the benefited business as the source—then the benefited business would have to first pay the entire \$100,000 cost of acquisition, and then seek reimbursement of \$40,000 from CDBG funding.]

§4.03 CDBG Loan Terms.

The \$232,000 to be loaned to the Business is for the purpose(s) set forth in **PART II** above, and will be loaned by the City to the Business using CDBG funds under the following terms:

- (a) The promissory note evidencing the loan to the Business will be drawn in favor of the City, and the payments are to be made by the Business to the City.
- (b) Repayment of the full loan amount will be required by the City of Crete to the State as stated in (e) below.
- (c) Collateral requirements, if any, or loan guarantee requirements, if any, are specified in §4.04 below.
- (d) The loan will bear no interest (0% interest), unless a default event occurs triggering a default remedy which requires the payment of interest.
- (e) The total loan of \$232,000 bears no interest, the principal of which is to be fully repaid in 35 equal payments of \$6,444.00 and one final payment of \$6,460.00. Monthly payments are due on the 1st day of each month beginning 25 months after the calendar month of the DED issuance of the Notice of Release of Funds. The loan will reach full maturity 60-months after the end of the calendar month of the DED issuance of the Notice of Release of Funds.

These favorable CDBG loan terms are conditioned on the Business' agreements concerning job creation and jobs benefiting LMI persons, all as specified in other portions of this MOU.

§4.04 Collateral/Guarantees.

The CDBG loan is to be secured by a junior security interest granted to the City by the Business all business assets of the Crete location, to be more specifically described in loan documents.

David and Kellie Symonsbergen are fully and unconditionally guaranteeing the entire amount of the CDBG loan, namely \$232,000. A guarantee instrument evidencing such obligation will be executed by such guarantees as part of the loan closing requirements.

§4.05 Reporting Requirements.

- (a) Employment Reporting. The Business will have each employee for which LMI status is relevant (normally this includes employees for created jobs, and employees for retained jobs, but not employees forming the measuring baseline of present employment by the Business), complete the Department's Employee Certification Form (such form to be provided to the Business by the City). Such form requests information from the employee concerning the employee's income status, race, gender, and handicap status. The information from such forms, and other pertinent employment data reasonably required by the City, will be provided by the Business, at least semi-annually. Such information is for use by the City and the Department in assembling and reporting LMI and other employment data to meet HUD requirements for the CDBG program.
- (b) Financial Reporting. The Business will provide to the City or to the Department, in a timely manner, the Business' financial statements, including balance sheets and income statements, in such form as may be reasonably required by the City or by the Department, following the close of the Business' fiscal year. This obligation will continue so long as there remains outstanding any balance of the CDBG loan, unless waived by the Department.

§4.06 Due on Sale.

Repayment of the entire amount of any outstanding balance of the CDBG funded obligation of the Business may be declared (by the City) immediately due and payable by the Business to the City upon any material change in the ownership control of the principal assets of the Business, or of the Business itself, including mergers and/or consolidations with other persons or entities. This provision exists to protect the interests of the City and the Department in seeing to it that the obligations of the Business as set forth in this MOU are completely fulfilled, as they must be to comply with HUD CDBG statutes and regulations permitting CDBG funds to be used for financial assistance to the Business in the first place.

§4.07 Maintain Location of Project.

Until all the requirements of this MOU are satisfied, the Business agrees to keep its facility in Crete, Nebraska, located in Crete. Repayment of the entire amount of any outstanding balance of the CDBG funded obligation of the Business may be declared (by the City) immediately due and payable upon a failure to adhere to this requirement.

§4.08 Prohibition on Use of CDBG Assistance for "Job-Pirating" Activities.

The parties to this MOU recognize and acknowledge that a portion of the federal statutes dealing with CDBG funding, particularly as codified at 42. U.S.C. §5305(h), and implementing regulations issued by HUD at 24 C.F.R. §570.482(h), prohibit the Department from using CDBG funds for activities likely to result in significant job loss in a Labor Market Area (LMA) from which the Business is relocating. The HUD regulations prohibit CDBG funding if the funding will assist in the relocation of a plant, facility, or operation (terms defined in the regulations)—and—if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs. A "significant job loss" is defined in HUD regulations using the following measurements:

- **500** jobs lost in a LMA is definitionally a significant loss; and thus CDBG funds cannot be used in such cases.
- **25** or fewer jobs lost in a LMA is definitionally not a significant loss; and thus not a job-pirating problem, so CDBG funds can be used in such cases.
- **26-499** jobs lost may be a significant job loss if the lost jobs are equal to or greater than one-tenth of one percent (0.1%) of the total number of persons in the labor force of the LMA from which the proposed business relocation would occur.

The HUD regulations require the Department to obtain from the business assisted with CDBG funds:

- A statement from the assisted business as to whether the CDBG-assisted activity will result in the relocation of any industrial or commercial plant, facility, or operation from one LMA to another, and if so, the number of jobs that will be relocated from the LMA. An "operation" is defined in the regulations as including (but not being limited to) any equipment, employment opportunity, production capacity, or product line of the business.
- If the assistance will not result in a relocation, then the business must certify that neither it, nor any of its subsidiaries, has plans to relocate jobs (at the time the agreement is signed) that would result in a significant job loss.
- An agreement requiring the business to reimburse CDBG funds if a relocation prohibited by the regulations should occur within three years from the date the CDBG assistance is provided to the business. Under the regulations, jobs will be considered to have been relocated if positions are eliminated at an existing operation within three (3) years of the time when CDBG funding assistance was provided to the expansion site operation of the business.

Pursuant to the requirements outlined in this section, the Business hereby states for purposes of this MOU that (check mark and initial one or the other alternative, but not both):

_____ (initials of official executing MOU for the Business). The CDBG-assisted activity will result in the relocation of a plant, facility, or operation from one LMA to another LMA, with the number of jobs that will be relocated from the LMA being as follows: _____ (insert number of jobs).

OR

 (initials of official executing MOU for the Business). The CDBG-assisted activity will not result in the relocation of a plant, facility, or operation from one LMA to another LMA. The Business hereby certifies that neither it, nor any of its subsidiaries, has plans to relocate jobs at the time this agreement is signed, that would result in a significant job loss as defined in the regulations.

In a circumstance where neither of the alternatives above is marked and initialed, the second alternative (indicating the activity will not result in relocation) will be deemed to have been selected and agreed to by the Business.

Pursuant to the requirements outlined in this section, the Business further agrees if a relocation prohibited by the regulations should occur within three years from the date the CDBG assistance is provided to the Business, the Business agrees to reimburse the City for all amounts of CDBG assistance provided to the Business, or expended on behalf of the Business, pursuant to this MOU.

PART V: JOB CREATION AND JOB MAINTENANCE REQUIREMENTS.

§5.01 Job Creation and Job Maintenance Requirements.

The Business must:

- (a) create at least 7, new, permanent jobs (on an FTE basis), in the Business' facility in Crete, Nebraska over and above the agreed baseline of employment at the Crete facility which agreed baseline is 2 FTEs for purposes of this MOU:
 - (1) within 24 months of the date on the Notice of Approval letter from the Department.
 - (2) meeting the requirement that 51% or more of all jobs (on an FTE basis) created as a result of the CDBG-assisted project must be held by (or if not actually "held by", then the Business must meet the required regulatory standards so as to be considered to have made the jobs "available to") low-to-moderate income (LMI) persons.
- (b) maintain the minimum required created 7 FTE jobs, and maintain all additional jobs created as a result of the CDBG-assisted project, for 12 months measured from the date of hire for each respective job.
- (c) maintain the 2 FTE positions which represent the agreed baseline of employment for 12 months measured from the Notice of Approval letter from the Department.
- (d) pay all employees of the Business a minimum hourly rate of \$9.25 per hour, and provide all employees with an appropriate package of employee benefits.

Only permanent employees (not temporary employees); and only employee positions at the Business' facility in Crete, Nebraska; will be credited in assessing whether the job creation and job maintenance requirements have been satisfied.

§5.02 Proration of Any Repayment Obligation Arising from Failure by the Business to Meet the Job Requirements of §5.01.

If the Business fails to meet the job requirements set forth in §5.01, the default remedy specified at §6.02 will be mitigated by allowing, in some instances, proration of the principal amount of any repayment obligation which is triggered by such failure to meet such job requirements, as follows:

- (a) CDBG statutes and regulations require CDBG-assisted projects to meet the national objective of principally benefiting low-to-moderate income (LMI) persons. These statutes and regulations require that at least 51% of the created/retained jobs benefit LMI persons. If Business fails to meet the national objective by not having at least 51% of the created/retained jobs benefiting LMI persons, then full repayment of the CDBG funding is required, and no proration is allowed.
- (b) If the national objective (51% LMI benefit) is met, but the job creation requirement (7 jobs in this instance) is not achieved, then a pro rata portion of the CDBG funds will be required to be repaid, equivalent to the ratio of → jobs not created, divided by the number of jobs required to be created.
- (c) If the national objective (51% LMI benefit) is met, but the jobs are not maintained for the required job maintenance period (12 months in this instance), then a pro rata portion of the CDBG funds will be required to be repaid, equivalent to the ratio of → the required maintenance period in months, less the number of months the jobs were maintained, divided by the required maintenance period in months.
- (d) If the national objective (51% LMI benefit) is met, but there is a failure as to both the job creation requirement and the job maintenance period, then a pro rata portion of the CDBG funds will be required to be repaid, equivalent to → using the number of jobs required to be created, multiplied by the number of months the jobs were to be maintained, resulting in a computational factor of "required job-months"—then using the number of jobs actually created multiplied by the number of months the jobs were actually maintained, resulting in a computational factor of "achieved job-months"—and then subtracting the "achieved job-months" factor from the "required job-months" factor to calculate a "failed job-months" factor—and then establishing the ratio of:

$$\frac{\text{"failed job-months"}}{\text{"required job-months"}}$$

with such ratio (with "failed job-months" as the numerator, and "required job-months" as the denominator), being the required pro rata portion of CDBG funds to be repaid.

An example to illustrate application of this requirement is:

CDBG assistance total = \$250,000

of jobs to be created = 20

of months the jobs were to be maintained = 24

of jobs actually created = 15

of months the jobs were actually maintained = 16

20 x 24 = 480 "required job-months"

15 x 16 = 240 "achieved job-months"

480 - 240 = 240 "failed job-months"

240 "failed job-months"

480 "required job-months" = .50

\$250,000 x .50 = \$125,000 to be repaid.

PART VI: OTHER TERMS AND CONDITIONS OF THIS MOU.

§6.01 Events of Default.

In addition to other events or fact settings where debt acceleration or other remedies may be specified elsewhere in this MOU, the following are (but are not exclusively the only) events of default, each of which triggers the general default remedy set forth in §6.02 (or the remedies specified elsewhere in this MOU associated with such event or fact setting):

- (a) Failure by Business to fully satisfy the Job Creation and Job Maintenance Requirements set forth in §5.01.
- (b) A breach of the Maintain Location of Project provisions in §4.07.
- (c) Bankruptcy or insolvency of the Business.
- (d) Failure by Business to provide, in a timely manner, reports and other administrative documentation identified in this MOU.
- (e) Any other failure by the Business to substantially comply with the terms and conditions of this MOU.
- (f) If the Business, or its officers or employees, engage in:
 - 1) material misrepresentation concerning CDBG funds; or,
 - 2) unauthorized use or theft of CDBG funds.

§6.02 General Default Remedy (applicable to events of default where remedies for specific events or fact settings are not specified elsewhere in this MOU).

If an event of default occurs, then CDBG funding will be disallowed, and immediate repayment to DED of the entire amount of any outstanding balance of the CDBG funded obligation of the Business will be required, together with interest computed at 5.0% per annum (simple interest), from the date(s) CDBG funds were advanced to the Business by the City.

§6.03 Loan Documentation Responsibility.

The Business shall have the duty to prepare any necessary loan documentation instruments (e.g., a promissory note reflecting the CDBG loan obligation of the Business in favor of the City), including (if applicable) any necessary security instruments or guarantees, associated with the CDBG loan. If others, such as an attorney representing the City, prepare such documentation at the request of the Business, then payment for such attorney's services shall be borne by the Business. None of the costs of loan documentation for the CDBG portion of this project, including any attorney's fees for loan documentation preparation or review, will be the responsibility of DED, nor of the City unless voluntarily undertaken by the City.

§6.04 Severability, Binding Effect, Counterparts, and Governing Law.

If any provision of this MOU or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity will not affect other provisions of this MOU.

This MOU will be binding upon, and will inure to the benefit of, the successors, assigns, and legal representatives of the parties.

This MOU may be signed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one agreement.

This MOU will be governed by; construed according to the laws and regulations of; and subject to the jurisdiction of; the State of Nebraska.

§6.05 No Legal Actions.

The Business warrants there are no legal actions, suits, or other proceedings, pending or threatened, before any court or administrative agency, which, if determined adversely to the Business, would have a material adverse effect on the financial condition of the Business nor on the ability of the Business to complete the project which is the subject of this MOU.

§6.06 Authorization of Representative Signing for the Benefited Business.

The Business, by and through the officer or other representative accepting this MOU by signing below on behalf of the Business, has entered into this MOU with the full knowledge and authorization of the Business, under proper procedures prescribed by the articles of incorporation, bylaws, and other organizing documents applicable to the governance of Business.

§6.07 This MOU is NOT a Notice of Approval of the Project.

Project funding approval by DED is neither expressed nor implied by DED's execution of this MOU, and project costs should not be incurred based solely upon this MOU. Additional approval steps beyond the MOU are required before a project receives a Notice of Approval, including satisfying other steps of the application and approval process at DED, and obtaining the approval of the Governor of the State of Nebraska.

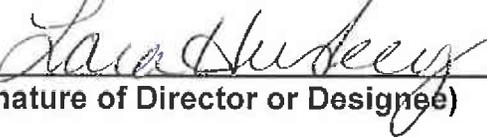
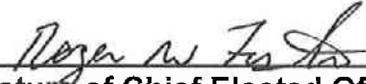
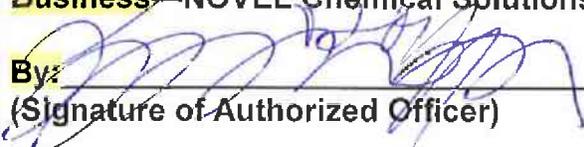
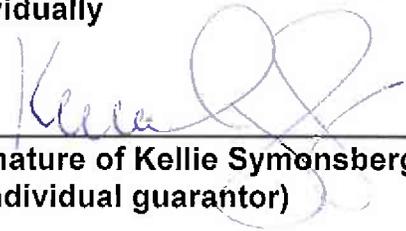
§6.08 Conditions Precedent to Drawdown of CDBG Funds.

Certain conditions must be satisfied before any requests for funds (so-called "drawdowns") by the City would be paid by DED, in the event a Notice of Approval for this project is ultimately issued by DED. The conditions are emphasized here so that all parties to this MOU will be aware of, and can appropriately plan for, the requirements for drawdowns, should the project be approved.

- (a) The requirements set forth in §4.02, *Sources and Uses of Funds*, must be strictly observed. These requirements include CDBG-activity maximum payments; the injection of matching funds; and CDBG funds payments being limited and governed by the ratio, proportionality, and reimbursement timing requirements detailed in §4.02.
- (b) Documentation, in such form as DED may prescribe, showing disbursement by other project funding sources for qualified expenditures, will be required by the DED.
- (c) Compliance with the environmental review process pertaining to the project, established by the National Environmental Policy Act of 1969 (NEPA), and other provisions of federal law as specified in 24 C.F.R. Part 58 which further the purposes of NEPA, is required.
- (d) Proper execution, by the Business, of this MOU and any other required documents (e.g., loan documents), is required.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this MOU and agree to its provisions, and that it will be effective on the date when all parties have signed.

<p>DED—NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</p> <p>By: <u></u> (Signature of Director or Designee)</p> <p>Richard Baier, Director</p> <p><u>March 17, 2011</u> (Date)</p>	<p>City—City of Crete</p> <p>By: <u></u> (Signature of Chief Elected Official)</p> <p>Roger Foster, Mayor</p> <p><u>2-1-2011</u> (Date)</p> <p><u>47-6006154</u> (Federal Identification Number)</p>
<p>Business—NOVEL Chemical Solutions</p> <p>By: <u></u> (Signature of Authorized Officer)</p> <p>Dave Symonsbergen, President & CEO</p> <p><u>2-1-11</u> (Date)</p>	<p>Guarantor—Dave Symonsbergen, individually</p> <p><u></u> (Signature of Dave Symonsbergen as an individual guarantor)</p> <p><u>2-1-11</u> (Date)</p>
<p>THIS SQUARE IS DELIBERATELY LEFT BLANK</p>	<p>Guarantor—Kellie Symonsbergen, individually</p> <p><u></u> (Signature of Kellie Symonsbergen as an individual guarantor)</p> <p><u>2-4-11</u> (Date)</p>

Original Wording

B. Basic Preliminary Proposed Budget

It is anticipated that the proposed total annual budget of \$320,000 will be allocated through the Economic Development Fund. All funds received in FY 2010-2011 shall be used to implement the program, providing funds necessary for administration and establishment of the program, and for initial community facility and infrastructure renovation as determined appropriate by the Advisory Council and the Program Director with the consent of the City Council. Commencing with fiscal year 2011-2012, at least five percent (5%) of the funds received annually shall be held and invested in order to provide a retained fund which will be available to provide loan guarantees for qualifying businesses as outlined below. Any funds not allocated to the retained loan guarantee fund will be used to fund the other eligible activities as set out in Section III above with the following goals in minds:

Anticipated Annual Income:	\$320,000.00
Expenditures:	
Infrastructure/Real Estate Purchase/Development	\$280,000.00
Promotion, Tourism	\$ 7,500.00
Business/Professional Recruitment, Retention	\$ 7,500.00
Retained Funds for Loan Guarantees	\$ 16,000.00
Administration	\$ 9,000.00

AND

A. Program Director

The Program Director shall be the manager of the Program. The Crete Area Improvement and Development Corporation, or a person hired by the CAIDC with approval of the City Council, shall serve as Program Director. This may be a paid position or contract commencing with FY 2011-2012 with a salary or contract to be recommended by the Advisory Council and approved by the City Council. The Program Director will be responsible for the day-to-day activities of administering the program including assisting applicants and recruiting potential applicants. The Program Director shall attend City Council meetings as needed and provide a written report to the City Council at least semi-annually. The Program Director, or it's representative, shall also serve as an ex-officio member of the Advisory Council and provide that committee with a written report at least quarterly. In the event the CAIDC is ever unwilling or unable to serve in this capacity, the City reserves the right to appoint a separate third-party or entity to serve for this purpose.

Proposed New Provisions

B. Basic Preliminary Proposed Budget

It is anticipated that the proposed total annual budget estimated to be \$320,000 will be allocated through the Economic Development Fund. Funds received in FY 2010-2011 shall primarily be used to implement the program, providing funds necessary for administration and establishment of the program, and for initial community facility and infrastructure renovation as determined appropriate by the Advisory Council and the Program Director with the consent of the City Council. Commencing with fiscal year 2011-2012, at least five percent (5%) of the funds received annually shall be held and invested in order to provide a retained fund which will be available to provide loan guarantees for qualifying businesses as outlined below. Any funds not allocated to the retained loan guarantee fund will be used to fund the other eligible activities as set out in Section III above with the following goals in minds:

Anticipated Annual Income:	\$320,000.00
Generally Intended Allocation of Expenditures:	
Infrastructure/Real Estate Purchase/Development	80 - 82%
Promotion, Tourism	4%
Business/Professional Recruitment, Retention	4%
Retained Funds for Loan Guarantees	5 %
Administration	3 - 5%

AND

A. Program Director

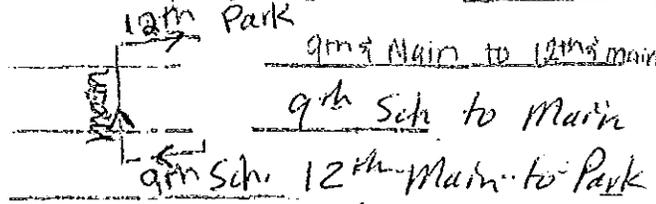
The Program Director shall be the manager of the Program. The Crete Area Improvement and Development Corporation, or a person hired by the CAIDC with approval of the City Council, shall serve as Program Director. This may be a paid position or contract with a salary or contract to be recommended by the Advisory Council and approved by the City Council. The Program Director will be responsible for the day-to-day activities of administering the program including assisting applicants and recruiting potential applicants. The Program Director shall attend City Council meetings as needed and provide a written report to the City Council at least semi-annually. The Program Director, or it's representative, shall also serve as an ex-officio member of the Advisory Council and provide that committee with a written report at least quarterly. In the event the CAIDC is ever unwilling or unable to serve in this capacity, the City reserves the right to appoint a separate third-party or entity to serve for this purpose.



CITY OF CRETE
APPLICATION FOR PARADE OR MARCH
Crete City Code §5-704 (attached)

Date of Event October 1, 2011
Start Time of Event 10:30 AM
Finish Time of Event 11:30 AM
Route of Parade or March Start at Crete Elm.
Go West toward Main, North on
Main, East on 12th,
end at the City Park

Streets or Alys requesting to be closed _____



Special Equipment NONE

DO NOT WRITE IN THIS SPACE

Application # 2011-03

Public Works Review _____

Emergency Services Review _____

Council Meeting Date _____

Approved _____

Denied _____

Bond Required _____

Bond Amount _____

Insurance Certificate
Required _____

Bond/Cert Received _____

Conditions listed on back

Organization: Doane College Student Activities Council (SAC)

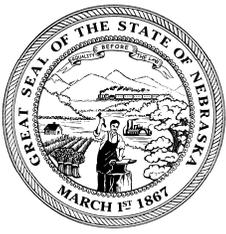
Responsible Party Amy L. Schmitt

Address 1014 Baswell Ave

Phone 402-326-8111

Amy L. Schmitt
Signature of Responsible Party

e-mail: amy.schmitt@doane.edu



Special Event State Highway Closure Requirements/Instructions



Requirements

1. A Special Event Permit ("Permit") is required to close any portion of a State highway for a special event.
2. A Special Event Permit closing a State highway will only be granted for an event of extraordinary importance to a community, such as an existing annual parade, celebration or event, and will only be granted when the community can show no other reasonable alternative is available to closing the State highway for the event.
3. A State highway can only be closed for a special event if the posted speed limit for the affected portion of highway is 40 mph or less.
4. An **Application for Special Event Permit** (Revised 2010) must be submitted to NDOR by the city, village, or county requesting the special event closure.
5. The **Application for Special Event Permit** must be received by the Nebraska Department of Roads (NDOR) at least 30 days prior to the date of requested closure.
6. Special Event Permit will only be issued after the applying city, village, or county provides a Certificate of Liability Insurance in favor of the State of Nebraska Department of Roads (P.O. Box 94759, Lincoln, NE 68509) demonstrating minimum coverage specifically covering the special event as follows:

General Liability: Limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate. The State of Nebraska, Department of Roads, shall be named as Additional Insured on a primary and non-contributory basis.

Automobile Liability: Limits of at least \$1,000,000 Combined Single Limit (CSL) per Accident; Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation: Limits: Statutory coverage for the State where the event is located. Employer's Liability Limits: \$100,000 each Accident; \$100,000 Disease (per person); \$500,000 Disease (policy limit).

Furthermore, the applying entity must waive any and all rights of recovery against the State of Nebraska Department of Roads for damages or liability that may arise from the special event, and add to or include in all policies a Waiver of Subrogation in favor of the State of Nebraska, Department of Roads.

7. If the special event closure restricts or requires the use of any other governmental entity's roadway or property, the Permittee must obtain approval of the other entity by proper signature upon the **Application for Special Event Permit** or the application will not be considered.

Special Instructions if a Special Event Permit is Granted

- **No alcohol** is allowed on State property upon which the Special Permit is granted. Permittee is solely responsible for compliance.
- The city, village, or county requesting/receiving the Special Event Permit is solely responsible for placing and removing "Manual on Uniform Traffic Control Devices" (MUTCD) compliant advance warning and detour signs, and for operating and maintaining a suitable detour route compliant with MUTCD requirements for traffic control prior to, during and after the event. NDOR will not furnish items such as signs, posts, barricades, or other traffic control devices and will not assist with set up or take down for the special event; the permittee is solely responsible for determining, providing, erecting and removing MUTCD compliant traffic control devices.
- A *contact person(s)* for traffic control must be identified by the Permittee (*included on Permit Application*) to NDOR's area Maintenance Superintendent at least 72 hours prior to the start of the event closure. NDOR telephone numbers for area maintenance offices may be located at <http://www.transportation.nebraska.gov> under the *NDOR Contacts and Info* tab.
- NDOR's area Maintenance Superintendent (*or his/her designee*), shall be notified by Permittee's traffic control person immediately after the event is concluded when the highway is ready for the resumption of regular traffic.
- An original or a duplicate of the Special Event Permit, including this information sheet and any and all other attachments thereto, shall be *available for inspection* at the event location at all times.
- It is the *sole responsibility of the Permittee* to identify and comply with any and all other applicable federal, state, county, city or other political subdivisions' rules, regulations, ordinances or statutes. The Permittee should seek independent legal advice with questions in this regard.

NDOR reserves the right to revoke or suspend a Special Event Permit for noncompliance with permit conditions and/or these requirements and instructions.



Application for Special Event Permit

Event Name: SALINE COUNTY FAIR	Event Dates and Times: JULY 30, 2011 4:30 PM
Type of Event: ANNUAL PARADE	
<input checked="" type="checkbox"/> Total Closure <input type="checkbox"/> Partial Closure	
City, Village, or County Requesting Permit: CITY OF CRETE	Estimated Number of Participants: 1,000
Address: 243 EAST 13 TH STREET, CRETE NE, 68333-0086	
Contact Person for Traffic Control: TOM OURADA, PUBLIC WORKS DIRECTOR	Phone No(s.): 402-826-4311

I (we) CITY OF CRETE hereby make application
for a special event permit upon the right-of-way of 33/103 between Milepost 10.7
Highway No.
and Milepost 11.3 on JULY 30, 2011 between 4:00 PM and 6:00 PM.
Date(s) Time(s) Time(s)

Event Description: (ATTACH EVENT MAP/SCHEDULE, ETC.)

The Saline County Fair Parade will go west on Highway 33/103 (West 13th Street) from Main Avenue to Tuxedo Park Road.

The detour will take Highway 33/103 traffic south to 9th Street and Redwood Avenue on the west end and Hawthorne Avenue on the east end.

In the event a Special Event Permit is granted, I (we) the undersigned, having full authority to bind the entity on whose behalf this Special Event Permit is sought, agree to strictly conform to the Special Event Permit, subject to all terms, conditions, agreements, and provisions contained therein, including all attachments thereto, and shall fully defend, hold harmless and indemnify the State of Nebraska, Department of Roads, and its officers, agents, employees, and members from any and all suits or actions which may result from any activity by the permittee, its officers, subcontractors, agents, employees, guests, and/or participants in any manner relating to or arising out of the identified special event for which this permit is sought/granted.

Roger Foster, Mayor

243 East 13th Street

Name and Title (please print)

Address

X

Crete NE 68333-0086

Signature

City, State, and Zip Code

June 7, 2011

402-826-4315

Date (minimum of 30 days prior to event)

Telephone No.

AGREEMENT OF CITY, VILLAGE, COUNTY, POLITICAL SUBDIVISION OR OTHER GOVERNMENTAL ENTITY, IF THE CLOSURE RESTRICTS OR REQUIRES THE USE OF ITS ROAD, STREET, HIGHWAY OR PROPERTY:

Approved by, if applicable:

Approved by, if applicable:

Name, Entity, and Title (please print)

Phone No.

Name, Entity, and Title (please print)

Phone No.

Signature

Date

34

Signature

Date



May 10, 2011

City of Crete
Tom Ourada – Public Works Director
243 East 13 th Street
Crete, NE 68333

Re: Waste Collection Contract Rate Adjustment Request

Tom:

The Garbage Company would like to ask the City of Crete for a rate review as outlined in Paragraph 7 of our Refuse Collection Agreement. We did not ask for an increase last year; however, with the escalation of diesel fuel prices since the contract date of April 1, 2009 of nearly 100%, as well as associated fuel driven parts and materials cost increases (tires, oil & grease, filters, hoses, etc.), we request an increase of 4.618%, the percent change from 2009 to 2010 in the CPI for Urban Wage Earners and Clerical Workers, Kansas City, KS., as reflected on the attached Bureau of Labor Statistics table.

The monthly residential rates would increase from \$15.45, \$15.75, and \$18.75 to \$16.16, \$16.48, and \$19.48, respectfully for the 65 gl., 95 gl. and 2-toter rates.

We request that this increase be approved in order to become effective on the July 1, 2011 invoice for services rendered in June.

Please contact me with any questions.

Thank you for your consideration.

Sincerely,

The Garbage Co.
Randy Rogers
District Manager

attachment

Series Id: CUUSA214SA0
 Not Seasonally Adjusted
 Area: Kansas City, MO-KS
 Item: All items
 Base Period: 1982-84=100

Download: [\[XLS\]](#) .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2001													172.2	171.9	172.5
2002													174.0	173.1	174.9
2003													177.0	176.6	177.4
2004													180.7	179.6	181.8
2005													185.3	183.3	187.3
2006													190.1	188.6	191.6
2007													194.479	193.206	195.753
2008													201.150	200.868	201.432
2009													200.959	199.152	202.767
2010													205.378	204.584	206.172

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CWUSA214SA0
 Not Seasonally Adjusted
 Area: Kansas City, MO-KS
 Item: All items
 Base Period: 1982-84=100

Download: [\[XLS\]](#) .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2001													166.0	165.9	166.1
2002													167.3	166.5	168.0
2003													169.7	169.6	169.8
2004													172.3	171.3	173.3
2005													176.8	175.0	178.6
2006													181.5	180.2	182.8
2007													185.827	184.561	187.094
2008													192.748	192.430	193.066
2009													192.752	190.869	194.635
2010													197.370	196.653	198.086

NET CHANGE: 4.618%

Consumer Price Index - All Urban Consumers

Series Id: CUUSA209SA0
 Not Seasonally Adjusted
 Area: St. Louis, MO-IL
 Item: All items
 Base Period: 1982-84=100

Download: [\[XLS\]](#) .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2001													167.3	167.5	167.1
2002													169.1	167.8	170.3
2003													173.4	172.3	174.5
2004													180.3	179.1	181.6
2005													186.2	185.0	187.4
2006													189.5	188.8	190.3
2007													193.231	192.125	194.338
2008													198.700	198.278	199.122
2009													198.472	197.370	199.574
2010													203.187	201.846	204.528



AMERICAN NATIONAL INSURANCE COMPANY
Galveston, Texas

QUALIFICATION OF THE OFFER

APPLICANT: City of Crete

The premium and maximum employer plan liability are based on the data submitted, plus other information furnished relevant to underwriting the risk, including statistics with reference to premiums paid and claims incurred with the present carrier. Any inaccuracy in the data or statistics submitted will necessitate additional calculations.

For illustrative purposes, the cost comparisons used the same rates, exposure, benefits, dividend formula and other assumptions throughout. Variations will, of course, affect results.

Subject to the qualifications stated above, the proposal is valid for an effective date of July 01, 2011 provided you submit an application and deposit premium before July 01, 2011.

IT IS EXPRESSLY AGREED THAT THE REINSURANCE BROKER AND/OR TPA ARRANGING FOR YOUR APPLICATION IS YOUR AUTHORIZED AGENT AND IS FOR NO PURPOSE THE LEGAL AGENT OF THE MANAGING UNDERWRITER, OR FOR THE REINSURER EXCEPT AS REQUIRED FOR LICENSING, AND YOU HEREBY APPOINT BROKER AND/OR TPA AS YOUR AUTHORIZED AGENT FOR ALL PURPOSES CONCERNING THE REINSURANCE APPLIED FOR HEREUNDER. YOU, THE APPLICANT, ARE NOT ENTITLED TO RELY UPON THE ORAL OR WRITTEN REPRESENTATIONS OF THE BROKER OR TPA AS BINDING MANAGING UNDERWRITER OR REINSURER.

SPECIFIC EXCESS COVERAGE:

Excess loss assumes a separate transplant product and therefore does not include to coverage for transplants.

AGGREGATE EXCESS COVERAGE:



AMERICAN NATIONAL INSURANCE COMPANY
Galveston, Texas

QUALIFICATION OF THE OFFER

APPLICANT: City of Crete

OTHER REQUIREMENTS:

The quotation is based on the proposal dated May 31, 2011 and the plan of benefits shown on the proposal. The employer Plan Document will be attached and become part of the Treaty.

This quote is subject to review and acceptance of Disclosure Statement completed by the Employer, TPA and UR Company. Review of paid claims and shock losses through the end of the plan year.

Definition of full-time employee must be minimum of 30 hours per week. Employees working less than 30 hours per week will not be eligible under the stop-loss contract unless the 30 hour minimum is modified in writing below.

The rates and factors may be changed if: (1) there is a change in the plan of benefits; (2) the employer's location changes; (3) the number of covered employees varies by more than 15%; (4) the nature of business changes; (5) the Claims Administrator is changed; (6) the information submitted as a basis of the quotation is inaccurate.

No coverage is provided to COBRA Qualified Beneficiaries if COBRA notifications are not provided and accepted within the timeframe of compliance specified in the COBRA regulations.

Coverage is not bound until all the required information including the Disclosure Statement has been received and approved. The quote is also subject to change based on information provided in the Disclosure Statement.

Premium and Covered Unit calculations are based upon those Covered Units that are effective for any part of any month regardless of whether the Covered Unit is covered under the Plan for one to thirty-one days. Therefore, any month a Covered Unit is effective, regardless of the number of days, the Covered Unit is included in the Monthly Aggregate Deductible calculation and premiums are due.

No coverage is provided to COBRA Qualified Beneficiaries if COBRA notifications are not provided within the timeframe of compliance specified in the COBRA regulations.

Preferred Provider Organization will be: Midlands Choice

Utilization Review Provider will be: Hines

Large Case Management Provider will be: Hines

The attached Application/Schedule is an integral part of this quotation.



AMERICAN NATIONAL INSURANCE COMPANY
Galveston, Texas

QUALIFICATION OF THE OFFER

APPLICANT: City of Crete

SIMULTANEOUS REIMBURSEMENT:

Your Excess Loss Reimbursement Contract through American National Insurance Company (ANICO) provides reimbursement on covered participants that have exceeded the specific deductible and satisfied the definition of a "Paid Claim". Bardon Insurance Group (Bardon) and ANICO are aware that even with proper funding and prudent Plan administration, large individual Plan losses create cash flow stress to the Employer. Under these circumstances Bardon and ANICO are willing to expedite the claims review and reimbursement procedure by allowing the Employer the privilege of utilizing Bardon/ANICO's Simultaneous Reimbursement procedure. The Simultaneous Reimbursement procedure does not waive or modify any provisions or requirements as set forth in the ANICO Treaty. Simultaneous Reimbursement is subject to the following:

- a. The request must be for at least 10% of the Specific Deductible.
- b. The request must be submitted at least thirty (30) days prior to the end of the Excess Loss Policy Period. Requests made with less than thirty (30) days prior to the end of the Excess Loss Policy Period will not be eligible for Simultaneous Reimbursement. The request must be submitted within 7 days after a claim's run.
- c. The TPA processes the claim according to the terms and conditions of the applicable Plan Document.
- d. All supporting claim documentation as well as proof of payment (i.e. copies of the checks, EOBs, check register, paid claims detail listing or any other document showing check dates, check numbers and check amount) are forwarded to Bardon for review.
- e. If the request exceeds Bardon's authorized limit, it will be forwarded to ANICO for an audit. Once the audit is completed and the request is approved, authorization to release reimbursement is sent to Bardon.
- f. Bardon will forward the specific claim reimbursement to the TPA and the TPA will simultaneously release payment to the providers of service.

This Simultaneous Reimbursement procedure outlined above replaces and supercedes all previous procedures. Simultaneous Reimbursement is a privilege offered by Bardon and ANICO and may be revoked at any time without prior notice.

**INSTRUCTIONS FOR APPLICATION FOR EXCESS LOSS REINSURANCE
WITH**

AMERICAN NATIONAL INSURANCE COMPANY

One Moody Plaza
Galveston, Texas 77550

Applicant (Plan Sponsor): City of Crete
243 E 13th Street
P. O. Box 86
Crete, NE 68333-

Third Party Administrator: Regional Care Inc
905 W 27th Street
Scottsbluff, NE 69361

Thank you for selecting American National Insurance Company for your Stop Loss Insurance Coverage. We are pleased to send you a completed Application for Stop Loss Insurance. We have completed the application based on the submitted "Stop Loss Proposal Acceptance". Please check the application for completeness and accuracy. If any corrections are required, please make the corrections on the application and fax it to Bardon Insurance Group at (480) 682-1450. We will fax a revised application back within one business day.

Please note any outstanding Underwriting contingencies must be satisfied prior to coverage going into effect.

Your Stop Loss Coverage monthly charges include both premiums and administrative fees payable to American National Insurance Company which may be transacted as a single payment. The table below shows the breakdown and the estimated first month charges. The actual first month's charges will be based on actual enrollment.

Taken	Coverage	Preliminary Count	Premium	Admin Fee	Total Rate	Monthly Charge
<input checked="" type="checkbox"/>	Aggregate	59	\$12.78	\$0.00	\$12.78	\$754.02
<input type="checkbox"/>	Agg Accommodation	0	\$1.00	\$1.00	\$2.00	\$0.00
<input type="checkbox"/>	Terminal Liability	0	\$1.50	\$0.00	\$1.50	\$0.00
	Specific					
<input checked="" type="checkbox"/>	Employees	59	\$161.11	\$3.25	\$164.36	\$9,697.24
<input type="checkbox"/>	Spouse	0	\$0.00	\$0.00	\$0.00	\$0.00
<input type="checkbox"/>	Child(ren)	0	\$0.00	\$0.00	\$0.00	\$0.00
<input checked="" type="checkbox"/>	Spouse & Child(ren)	18	\$138.30	\$0.00	\$138.30	\$2,489.40

Estimated Specific Charge: \$12,186.64

Estimated Monthly Charges Payable to American National: \$12,940.66

Please Mail Payments To:	American National Insurance Company % Bardon Insurance Group 8326 East Hartford Drive, Suite 100 Scottsdale, Arizona 85255
(new address effective January 1, 2010)	
Please Mail Application and Disclosure To:	Bardon Insurance Group 8326 East Hartford Drive, Suite 100 Scottsdale, Arizona 85255

AMERICAN NATIONAL INSURANCE COMPANY
 One Moody Plaza · Galveston, Texas 77550
 (herein called the "Reinsurer")

APPLICATION FOR EXCESS LOSS REINSURANCE

Company: City of Crete
 Address: 243 E 13th Street
 P. O. Box 86

Proposal Date: May 31, 2011
 Treaty Inception Date: July 01, 2011
 Treaty Expiration Date: June 30, 2012
 Treaty Number: AN-0707008-5

City: Crete State: NE ZIP Code: 68333-

Application is hereby made for a reinsurance Treaty as specified below, subject to approval by the Reinsurer. Coverage is only applicable to the category for which a retention amount is shown, and such retention amount is applicable only to the Treaty Period. If the Treaty is renewed, the retention amounts for subsequent Treaty Periods will be determined annually by the Reinsurer, and a new Application will be signed. If no retention amount is shown, coverage is not provided for that category.

(A) SPECIFIC EXCESS COVERAGE--- MEDICAL AND Rx Specific Coverage Included: Yes No

- 1) Specific Retention Amount per Covered Person for the Treaty Period \$25,000
- 2) Reimbursement Factor: Percent of payments in excess of the Specific Retention Amount 100%
- 3) Specific Maximum Limit per Covered Person Unlimited
- 4) Treaty Payment Basis
 Treaty Basis: Paid
 Benefit Period: Eligible Employer Losses from Plan Incurred from July 01, 2008 through June 30, 2012, and Paid from July 01, 2011 through June 30, 2012.

Total losses incurred, regardless of the number of individual losses, prior to the Treaty Inception Date n/a

5) Specific Excess Loss Premium Rates Payable Monthly for the Treaty Period

Covered Benefits	Medical	Rx	No. Units
Per Employee	\$161.11	inc	59
Per Spouse	\$0.00	no	0
Per Child(ren)	\$0.00	no	0
Per Spouse & Child(ren)	\$138.30	inc	18

Except that
 Excess loss assumes a separate transplant product and therefore does not include to coverage for transplants.

(B) AGGREGATE EXCESS INSURANCE

Aggregate Coverage Included: Yes No

1) Coverages of the Benefit Plan to be included:

- Medical Dental Short Term Disability Vision
- Prescription (pre-paid) Card Service (included in medical if shown on proposal)
- Through _____ (Name of Service Company)

2) Monthly Aggregate Retention Amount Factor:

	Medical	Dental	Rx	Vision	STD
Per Employee	\$508.00	n/a	inc	n/a	n/a
Per Spouse					
Per Child(ren)					
Per Spouse & Child(ren)	\$923.39		inc		

3) Number of Initial Covered Units:

	Medical	Dental	Rx	Vision	STD
Employee	59				
Spouse	0				
Child(ren)	0				
Spouse & Child(ren)	18				

4) Estimated Initial Annual Aggregate Retention Amount \$559,116

5) Minimum Annual Aggregate Retention Amount \$503,205

6) Percentage Applicable to Minimum Annual Aggregate Retention Amount 90%

7) Reimbursement Factor: Percent of payments in excess of the Aggregate Retention Amount 100%

8) Maximum Limit of Reimbursement Liability \$1,000,000

Loss Limit Per Person to Accumulate toward Aggregate Reimbursement Liability \$25,000

9) Treaty Payment Basis

Treaty Basis: Paid

Benefit Period: Eligible Employer Losses from Plan Incurred from July 01, 2008 through June 30, 2012, and Paid from July 01, 2011 through June 30, 2012.

Total losses incurred, regardless of the number of individual losses, prior to the Treaty Inception Date n/a

10) Composite Monthly Aggregate Premium Rate Per Employee Per Month \$12.78

11) Aggregate Accommodation Option Yes No If "yes" monthly rate per covered employee \$1.00

12) Aggregate Terminal Liability Option Yes No If "yes" monthly rate per covered employee \$1.50

13) Total Aggregate Premium \$12.78

(C) PERSONS TO BE COVERED --- Unless otherwise indicated and approved by the Reinsurer, this Treaty covers employees who are Actively at Work and dependents who are not hospital confined. This Treaty is not intended to cover persons who cannot meet a "normal life activity" requirement whether a covered employee/dependent, retired employee or COBRA beneficiary. Disabled persons are excluded unless disclosed and endorsed on the Qualification of the Offer.

Application is made to cover:

	Yes	No
Retired Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COBRA Beneficiaries	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disabled Persons	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(D) ADMINISTRATOR OF THE PLAN

Name: Regional Care Inc

Address: 905 W 27th Street
Scottsbluff, NE 69361

Phone No: 308 635-2260 Fax No: 308 635-2018

(E) MANAGING GENERAL UNDERWRITER (MGU)

Name: Bardon Insurance Group, Inc.

Address: 8326 East Hartford Drive
Suite 100
Scottsdale, Arizona 85255

Phone No: (480) 682-1400 Fax No: (480) 682-1450

(F) DEPOSIT

A deposit of \$_____ is enclosed to apply toward Applicant's obligations under this Treaty.

This Application and attached Qualification of the Offer (if any) are an intregal part of this Treaty.

Signed at _____

Date _____

Date _____

City of Crete
Applicant (correct Legal Name)

By (Officer's Name and Title)

Carol S. Kuhn
By (Applicant's Agent of Record)



905 West 27th Street, Scottsbluff, NE
 Phone: 308-635-2260 or 1-800-795-7772
 Toll Free: 1-800-795-7772

Prepared for:
 Effective Date:

City of Crete
 7/1/2011

	Current	Renewal
TPA	Regional Care, Inc.	Regional Care, Inc.
CARRIER/RATING	American National	American National
MGU/INTERMEDIARY	Bardon	Bardon
Employee	41	41
Employee/Spouse		0
Employee/Child		0
Family	18	18
Total	59	59
REINSURANCE INFORMATION		
Specific Deductible	\$ 25,000.00	\$ 25,000.00
Maximum Lifetime Reimbursement	\$ 5,000,000.00	UNLIMITED
Maximum Annual Reimbursement	N/A	\$ 5,000,000.00
Aggregating Specific	\$ -	\$ -
LASERS	\$ -	\$ -
Contract Basis - Specific	24/12	24/12
Contract Basis - Aggregate	24/12	24/12
Contract Coverage - Specific	Medical/RX	Medical/RX
Contract Coverage - Aggregate	Medical/RX	Medical/RX
Commissions	5.0%	5.0%
Run-in Limits - Specific	N/A	N/A
Run-in Limits - Aggregate	N/A	N/A
ADMINISTRATIVE FEES		
Medical Administration	\$ 16.50	\$ 17.00
Dental Administration	\$ 2.00	\$ 2.00
COBRA	\$ -	\$ -
HIPAA	\$ -	\$ -
Utilization Review	\$ 1.65	\$ 1.65
PPO Access	\$ 4.65	\$ 4.65
Agent/Broker Fee	\$ -	\$ -
TOTAL ADMINISTRATIVE FEES - COMPOSITE	\$ 24.80	\$ 25.30
One Time Set-Up Fee	\$ -	\$ -
TOTAL ADMINISTRATIVE FEES - ANNUAL	\$ 17,558.40	\$ 17,912.40
REINSURANCE COST - FIXED		
Specific Premium - Single	\$ 156.97	\$ 173.01
Specific Premium - ES	\$ -	\$ -
Specific Premium - EC	\$ -	\$ -
Specific Premium - Family	\$ 293.65	\$ 318.59
Aggregate Premium - Composite	\$ 14.25	\$ 13.45
TOTAL REINSURANCE FIXED COSTS - ANNUAL	\$ 150,746.64	\$ 163,460.97
FIXED COST BREAKDOWN		
Fixed Cost - Single	\$ 196.02	\$ 211.76
Fixed Cost - ES	\$ -	\$ -
Fixed Cost - EC	\$ -	\$ -
Fixed Cost - Family	\$ 332.70	\$ 357.34
TOTAL FIXED COSTS - ANNUAL	\$ 168,305.04	\$ 181,373.37
REINSURANCE COST - CLAIM LIABILITY		
Expected Claim Rate - Single	\$ 404.93	\$ 406.40
Expected Claim Rate - ES	\$ -	\$ -
Expected Claim Rate - EC	\$ -	\$ -
Expected Claim Rate - Family	\$ 1,144.11	\$ 1,145.11
Maximum Claim Rate - Single	\$ 506.16	\$ 508.00
Maximum Claim Rate - ES	\$ -	\$ -
Maximum Claim Rate - EC	\$ -	\$ -
Maximum Claim Rate - Family	\$ 1,430.14	\$ 1,431.39
TOTAL EXPECTED CLAIM LIABILITY - ANNUAL	\$ 446,352.77	\$ 447,292.99
TOTAL MAXIMUM CLAIM LIABILITY - Aggregate Attachment Point	\$ 557,940.96	\$ 559,116.24
COST BREAKDOWN		
Expected Cost - Single	\$ 600.95	\$ 618.16
Expected Cost - ES	\$ -	\$ -
Expected Cost - EC	\$ -	\$ -
Expected Cost - Family	\$ 1,476.81	\$ 1,502.45
Maximum Cost - Single	\$ 702.18	\$ 719.76
Maximum Cost - ES	\$ -	\$ -
Maximum Cost - EC	\$ -	\$ -
Maximum Cost - Family	\$ 1,762.84	\$ 1,788.73
REINSURANCE ADDITIONAL LIABILITY		
LASER SPECIFICS	\$ -	\$ -
TRANSPLANT PREMIUM-ANNUAL	\$ 6,610.08	\$ 7,377.84
AGGREGATING SPECIFICS	\$ -	\$ -
TOTAL ADDITIONAL LIABILITY	\$ 6,610.08	\$ 7,377.84
TOTAL COST		
FIXED COST (REINSURANCE + ADMINISTRATION)	\$ 168,305.04	\$ 181,373.37
EXPECTED COST (FIXED + EXPECTED CLAIMS)	\$ 621,267.89	\$ 636,044.20
MAXIMUM RENEWAL COST (FIXED + MAXIMUM CLAIMS)	\$ 732,856.08	\$ 747,867.45
PERCENTAGE CHANGE FROM CURRENT		
FIXED COST (REINSURANCE + ADMINISTRATION)		7.76%
EXPECTED COST (FIXED + EXPECTED CLAIMS)	44	2.38%
MAXIMUM RENEWAL COST (FIXED + MAXIMUM CLAIMS)		2.05%

AMENDMENT NUMBER 2

TO

CITY OF CRETE
MEDICAL BENEFIT PLAN

BY THIS AGREEMENT City of Crete Medical Benefit Plan is hereby amended as follows, effective as of April 1, 2011:

THE ELIGIBILITY SECTION IS AMENDED AS FOLLOWS:

Eligibility Requirements for Employee Coverage. A person is eligible for Employee coverage from the first day that he or she:

- (1) is a Full-Time, Active Employee of the Employer. An Employee is considered to be Full-Time if he or she normally works at least 40 hours per week and is on the regular payroll of the Employer for that work.
- (2) is a Part-Time, Active Employee of the Employer. An Employee is considered to be Part-Time if he or she normally works at least 30 hours per week and is on the regular payroll of the Employer for that work.
- (3) is a Retired Employee of the Employer.
- (4) is an elected official.
- (5) is in a class eligible for coverage.
- (6) completes the employment Waiting Period of 30 consecutive days as an Active Employee. A "Waiting Period" is the time between the first day of employment as an eligible Employee and the first day of coverage under the Plan. The Waiting Period is counted in the Pre-Existing Conditions exclusion time.
Note: If an Employee has already satisfied the Waiting Period and his or her spouse is hired, the spouse will not be subject to the Waiting Period.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 20__.

By: _____
Employer

Witness

AMENDMENT NUMBER 3

TO

**CITY OF CRETE
MEDICAL BENEFIT PLAN**

BY THIS AGREEMENT City of Crete Medical Benefit Plan is hereby amended as follows, effective as of July 1, 2011:

ADD THE FOLLOWING LANGUAGE TO THE "INTRODUCTION" SECTION:

This group health plan believes this plan is a "Grandfathered Health Plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a Grandfathered Health Plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a Grandfathered Health Plan means that your Plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, Grandfathered Health Plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a Grandfathered Health Plan and what might cause a plan to change from Grandfathered Health Plan status can be directed to the Plan Administrator at the following address:

City of Crete
243 East 13th
Crete, Nebraska 68333
(888) 826-4313

You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to Grandfathered Health Plans.

THE "SCHEDULE OF BENEFITS" SECTION IS AMENDED AS FOLLOWS:

*The Maximum Lifetime Benefit Amount is now unlimited.
There will now be a \$5M Maximum Annual Benefit Amount.
The \$2,500 Calendar Year maximum on DME was removed.
The \$2,500 Calendar Year maximum on Prosthetics was removed.
The \$30,000 Non-Network Lifetime maximum on Organ Transplants was removed.*

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
MAXIMUM LIFETIME BENEFIT AMOUNT	<i>Unlimited</i>	
MAXIMUM ANNUAL BENEFIT AMOUNT	<i>\$5,000,000</i>	
Durable Medical Equipment	<i>80% after deductible</i>	<i>60% after deductible</i>
Note: Benefits are provided only for a single purchase (including repair/replacement) of a type of Durable Medical Equipment once every three Calendar Years.		
Prosthetics	<i>80% after deductible</i>	<i>60% after deductible</i>
Note: Benefits for prosthetic devices are limited to a single purchase of each type of prosthetic device every three Calendar Years.		
Organ Transplants	<i>80% after deductible</i>	<i>60% after deductible</i>

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
<p>Note: This Plan contains a separate Organ & Tissue Transplant policy. The benefits listed above apply to Covered Charges not reimbursable under the Transplant Policy and for Covered Charges incurred after the Policy has been exhausted. Refer to the Organ & Tissue Transplant Policy for Full Transplant Benefit.</p>		

THE ELIGIBILITY SECTION IS AMENDED AS FOLLOWS:

Eligible Classes of Dependents. A Dependent is any one of the following persons:

If a covered Employee is the Legal Guardian *of a child or children*, these children may be enrolled in this Plan as covered Dependents.

THE PRE-EXISTING CONDITIONS PROVISION IS DELETED AND REPLACED WITH THE FOLLOWING:

PRE-EXISTING CONDITIONS

NOTE: The length of the Pre-Existing Conditions Limitation may be reduced or eliminated if an eligible person has Creditable Coverage from another health plan even if that coverage is still in effect. The Plan will reduce the length of the Pre-Existing Condition Limitation period by each day of Creditable Coverage under this or a prior plan; however, if there was a significant break in the Creditable Coverage of 63 days or more, then only the coverage in effect after the break will be counted.

An eligible person may request a certificate of Creditable Coverage from his or her prior plan within 24 months after losing coverage and the Employer will assist any eligible person in obtaining a certificate of Creditable Coverage from a prior plan.

A Covered Person will be provided a certificate of Creditable Coverage from this Plan if he or she requests one either before losing coverage or within 24 months of coverage ceasing.

If, after Creditable Coverage has been taken into account, there will still be a Pre-Existing Conditions Limitation imposed on an individual, that individual will be so notified.

All questions about the Pre-Existing Condition Limitation and Creditable Coverage should be directed to the Plan Administrator, City of Crete, 243 East 13th, Crete, Nebraska, 68333, (888) 826-4313.

Covered Charges incurred under Medical Benefits for Pre-Existing Conditions are not payable unless incurred 12 consecutive months after the person's Enrollment Date. This time, known as the Pre-Existing Conditions Limitation period, may be offset if the person has Creditable Coverage from his or her previous plan.

A **Pre-Existing Condition** is a condition for which medical advice, diagnosis, care or treatment was recommended or received within six months prior to the person's Enrollment Date under this Plan. Genetic Information is not, by itself, a condition. Treatment includes receiving services and supplies, consultations, diagnostic tests or prescribed medicines. In order to be taken into account, the medical advice, diagnosis, care or treatment must have been recommended by, or received from, a Physician.

The Pre-Existing Condition does not apply to Pregnancy or to a Covered Person under the age of 19.

ADD THE FOLLOWING UNDER THE SPECIAL ENROLLMENT SECTION:

Special Enrollment for Previously Enrolled Participants

Dependents who had ceased to be eligible to enroll in the Plan prior to the passage of the Patient Protection and Affordable Care Act shall be provided with a 30 day Special Enrollment opportunity. You will receive information from the Plan Administration regarding this Special Enrollment opportunity. All Dependents whose coverage under this Plan had previously ended, or who were denied coverage (or were not eligible for coverage) because the availability of Dependent coverage of Children ended before age 26, are eligible to enroll, or re-enroll in the plan or coverage under this Special Enrollment period.

Participants who were previously enrolled, but were terminated from Plan participation because of a prior lifetime limitation provision shall be provided with a 30 day Special Enrollment opportunity. You will receive information from the Plan Administration regarding this Special Enrollment opportunity.

THE TERMINATION OF COVERAGE SECTION IS AMENDED AS FOLLOWS:

The Employer or Plan has the right to rescind any coverage of the Employee and/or Retiree and/or Dependents for cause, making a fraudulent claim or an intentional material misrepresentation in applying for or obtaining coverage, or obtaining benefits under the Plan. The Employer or Plan may either void coverage for the Employee and/or covered Retirees and/or covered Dependents for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage. *If coverage is to be terminated or voided retroactively for fraud or misrepresentation, the Plan will provide at least 30 days' advance written notice of such action. The Employer will refund all contributions paid for any coverage rescinded; however, claims paid will be offset from this amount. The Employer reserves the right to collect additional monies if claims are paid in excess of the Employee's and/or Retiree's and/or Dependent's paid contributions.*

THE "WHEN EMPLOYEE COVERAGE TERMINATES" SECTION IS MODIFIED AS FOLLOWS:

DELETE

- (4) The earliest date the Employee has a claim that is denied in whole or in part because the Employee has met or exceeded a lifetime limit on all benefits.

MODIFY

- (5) If an Employee commits fraud or makes *an intentional misrepresentation of material fact* in applying for or obtaining coverage, or obtaining benefits under the Plan, then the Employer or Plan may either void coverage for the Employee and covered Dependents for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage. *If coverage is to be terminated or voided retroactively for fraud or misrepresentation, the Plan will provide at least 30 days' advance written notice of such action.*

THE "WHEN DEPENDENT COVERAGE TERMINATES" SECTION IS MODIFIED AS FOLLOWS:

DELETE

- (6) The earliest date the Dependent has a claim that is denied in whole or in part because it meets or exceeds a lifetime limit on all benefits.

MODIFY

- (7) If a Dependent commits fraud or *makes an intentional misrepresentation of material fact* in applying for or obtaining coverage, or obtaining benefits under the Plan, then the Employer or Plan may either void coverage for the Dependent for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage. *If coverage is to be terminated or voided retroactively, the Plan will provide at least 30 days' advance written notice of such action.*

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 20____.

By: _____
Employer

Witness

**AMENDMENT NUMBER 3A
(Non-Grandfathered Plan)**

TO

**CITY OF CRETE
MEDICAL BENEFIT PLAN**

BY THIS AGREEMENT, **City of Crete Medical Benefit Plan** is hereby amended as follows effective July 1, 2011:

THE “SCHEDULE OF BENEFIT” SECTION IS AMENDED AS FOLLOWS:

- *The Lifetime Amount is now unlimited.*
- *There will be a \$5M Maximum Annual Benefit Amount*
- *The \$2,500 Calendar Year Maximum on DME was removed*
- *The \$2,500 Calendar Year Maximum on Prosthetics was removed*
- *The \$30,000 Non-Network Lifetime Maximum on Organ Transplants was removed*

THE “SCHEDULE OF BENEFITS” SECTION IS AMENDED AS FOLLOWS:

*The Maximum Lifetime Benefit Amount is now unlimited.
There will now be a \$5M Maximum Annual Benefit Amount.
The \$2,500 Calendar Year maximum on DME was removed.
The \$2,500 Calendar Year maximum on Prosthetics was removed.
The \$30,000 Non-Network Lifetime maximum on Organ Transplants was removed.
Preventive Care Benefits Changed*

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS	
MAXIMUM LIFETIME BENEFIT AMOUNT	<i>Unlimited</i>		
MAXIMUM ANNUAL BENEFIT AMOUNT	<i>\$5,000,000</i>		
Durable Medical Equipment	<i>80% after deductible</i>	<i>60% after deductible</i>	
Note: Benefits are provided only for a single purchase (including repair/replacement) of a type of Durable Medical Equipment once every three Calendar Years.			
Prosthetics	<i>80% after deductible</i>	<i>60% after deductible</i>	
Note: Benefits for prosthetic devices are limited to a single purchase of each type of prosthetic device every three Calendar Years.			
Organ Transplants	<i>80% after deductible</i>	<i>60% after deductible</i>	
Note: This Plan contains a separate Organ & Tissue Transplant policy. The benefits listed above apply to Covered Charges not reimbursable under the Transplant Policy and for Covered Charges incurred after the Policy has been exhausted. Refer to the Organ & Tissue Transplant Policy for Full Transplant Benefit.			
Preventive Care			
Routine Well Adult Care	<i>100%, no deductible</i>	<i>100%, no deductible</i>	Not Covered

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS	
<p>Includes: office visits, pap smear, mammogram, prostate screening, digital rectal examination, colonoscopies, gynecological exam, routine physical examination, sport physical, x-rays, laboratory and pathology tests, age appropriate vaccinations (including those required by school), flu shots, colonoscopies, medical diabetes eye exam, Dexa Scan (Bone Density test) when done as part of Preventive Care exam and other preventive care services required by applicable law. <i>A current listing of preventive care can be accessed at www.HealthCare.gov/center/regulations/prevention.html</i>. This does not include immunizations for travel.</p> <p><i>If a diagnosis is indicated after a routine exam, the exam will still be payable under the routine care benefit, all charges related to the diagnosis (except the initial exam) will be payable as any other Sickness.</i></p>			
<p>Frequency limits for mammogram Ages 35 through 39 single Baseline mammogram Ages 40 through 49 every two years, or as recommended by a physician Ages 50 and over annually</p>			
Routine Well Newborn Care (Inpatient Hospital)	100%, no deductible	100%, no deductible	Not Covered
Routine Well Child Care (birth through age 13)	100%, no deductible	100%, no deductible	Not Covered
<p>Includes: office visits, routine physical examination, sports physical, laboratory tests, x-rays, PKU tests for newborns, age appropriate vaccinations (including those required by school) and other preventive care services required by applicable law. <i>A current listing of preventive care can be accessed at www.HealthCare.gov/center/regulations/prevention.html</i>.</p> <p><i>If a diagnosis is indicated after a routine exam, the exam will still be payable under the routine care benefit, all charges related to the diagnosis (except the initial exam) will be payable as any other Sickness.</i></p>			

DELETE THE PRE-EXISTING CONDITIONS SECTION AND REPLACE WITH THE FOLLOWING:

PRE-EXISTING CONDITIONS

NOTE: The length of the Pre-Existing Conditions Limitation may be reduced or eliminated if an eligible person has Creditable Coverage from another health plan even if that coverage is still in effect. The Plan will reduce the length of the Pre-Existing Condition Limitation period by each day of Creditable Coverage under this or a prior plan; however, if there was a significant break in the Creditable Coverage of 90 days or more, then only the coverage in effect after the break will be counted.

An eligible person may request a certificate of Creditable Coverage from his or her prior plan within 24 months after losing coverage and the Employer will assist any eligible person in obtaining a certificate of Creditable Coverage from a prior plan.

A Covered Person will be provided a certificate of Creditable Coverage from this Plan if he or she requests one either before losing coverage or within 24 months of coverage ceasing.

If, after Creditable Coverage has been taken into account, there will still be a Pre-Existing Conditions Limitation imposed on an individual, that individual will be so notified.

All questions about the Pre-Existing Condition Limitation and Creditable Coverage should be directed to the Plan Administrator, City of Crete, 243 East 13th, Crete, Nebraska, 68333, (888) 826-4313.

Covered Charges incurred under Medical Benefits for Pre-Existing Conditions are not payable unless incurred 12 consecutive months for a timely Enrollee, or 18 consecutive months for a Late Enrollee after the person's Enrollment Date. This time, known as the Pre-Existing Conditions Limitation period, may be offset if the person has Creditable Coverage from his or her previous plan.

A **Pre-Existing Condition** is a condition for which medical advice, diagnosis, care or treatment was recommended or received within six months prior to the person's Enrollment Date under this Plan. Genetic Information is not, by itself, a condition. Treatment includes receiving services and supplies, consultations, diagnostic tests or prescribed medicines. In order to be taken into account, the medical advice, diagnosis, care or treatment must have been recommended by, or received from, a Physician.

The Pre-Existing Condition does not apply to Pregnancy or to a Covered Person under the age of 19.

ADD THE FOLLOWING UNDER THE SPECIAL ENROLLMENT SECTION:

Special Enrollment for Previously Enrolled Participants

Dependents who had ceased to be eligible to enroll in the Plan prior to the passage of the Patient Protection and Affordable Care Act shall be provided with a 30 day Special Enrollment opportunity. You will receive information from the Plan Administration regarding this Special Enrollment opportunity. All Dependents whose coverage under this Plan had previously ended, or who were denied coverage (or were not eligible for coverage) because the availability of Dependent coverage of Children ended before age 26, are eligible to enroll, or re-enroll in the plan or coverage under this Special Enrollment period.

Participants who were previously enrolled, but were terminated from Plan participation because of a prior

lifetime limitation provision shall be provided with a 30 day Special Enrollment opportunity. You will receive information from the Plan Administration regarding this Special Enrollment opportunity.

THE FOLLOWING LANGUAGE UNDER THE TERMINATION OF COVERAGE SECTION IS MODIFIED AS FOLLOWS:

The Employer or Plan has the right to rescind any coverage of the Employee and/or Retiree and/or Dependents for cause, making a fraudulent claim or an intentional material misrepresentation in applying for or obtaining coverage, or obtaining benefits under the Plan. The Employer or Plan may either void coverage for the Employee and/or covered Retirees and/or covered Dependents for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage. *If coverage is to be terminated or voided retroactively for fraud or misrepresentation, the Plan will provide at least 30 days' advance written notice of such action. The Employer will refund all contributions paid for any coverage rescinded; however, claims paid will be offset from this amount. The Employer reserves the right to collect additional monies if claims are paid in excess of the Employee's and/or Retiree's and/or Dependent's paid contributions.*

THE "WHEN EMPLOYEE COVERAGE TERMINATES" SECTION IS AMENDED AS FOLLOWS:

DELETE

- (5) The earliest date the Employee has a claim that is denied in whole or in part because the Employee has met or exceeded a lifetime limit on all benefits.

MODIFY

- (6) If an Employee commits fraud or makes *an intentional misrepresentation of material fact* in applying for or obtaining coverage, or obtaining benefits under the Plan, then the Employer or Plan may either void coverage for the Employee and covered Dependents for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage. *If coverage is to be terminated or voided retroactively for fraud or misrepresentation, the Plan will provide at least 30 days' advance written notice of such action.*

THE "WHEN DEPENDENT COVERAGE TERMINATES" SECTION IS AMENDED AS FOLLOWS:

DELETE

- (6) The earliest date the Dependent has a claim that is denied in whole or in part because it meets or exceeds a lifetime limit on all benefits.

MODIFY

- (7) If a Dependent commits fraud or *makes an intentional misrepresentation of material fact* in applying for or obtaining coverage, or obtaining benefits under the Plan, then the Employer or Plan may either void coverage for the Dependent for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage. *If coverage is to be terminated or voided retroactively, the Plan will provide at least 30 days' advance written notice of such action.*

THE MEDICAL BENEFITS SECTION IS AMENDED AS FOLLOWS:

COVERED CHARGES

(7) **Other Medical Services and Supplies.** These services and supplies not otherwise included in the items above are covered as follows:

(w) **Routine Preventive Care.** Covered Charges under Medical Benefits are payable for routine Preventive Care as described in the Schedule of Benefits. *Additional preventive care shall be provided as required by applicable law. A current listing of required preventive care can be accessed at www.HealthCare.gov/center/regulations/prevention.html.*

Charges for Routine Well Adult/Well Child Care. Routine well adult/well child care is care by a Physician that is not for an Injury or Sickness to include:

(bb) Coverage of **Well Newborn Nursery/Physician Care.**

Charges for Routine Nursery Care. Routine well newborn nursery care is care while the newborn is Hospital-confined after birth and includes room, board and other normal care for which a Hospital makes a charge.

This coverage is only provided if the newborn child is an eligible Dependent and a parent (1) is a Covered Person who was covered under the Plan at the time of the birth, or (2) enrolls himself or herself (as well as the newborn child if required) in accordance with the Special Enrollment provisions with coverage effective as of the date of birth.

The benefit is limited to Usual, Customary and Reasonable Charges for nursery care for the newborn child while Hospital confined as a result of the child's birth.

Charges for covered routine nursery care will be applied toward *the plan of the Mother.*

Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Charges for Routine Physician Care. The benefit is limited to the Usual, Customary and Reasonable Charges made by a Physician for the newborn child while Hospital confined as a result of the child's birth.

Charges for covered routine Physician care will be applied toward *the Plan of the Mother.*

THE DEFINITIONS SECTION IS AMENDED AS FOLLOWS:

MODIFY

Medical Emergency/Immediate Emergency means a *medical condition manifesting itself by acute symptoms of sufficient severity including severe pain such that a prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in (1) serious jeopardy to the health of an individual (or, in the case of a pregnant woman, the health of the woman or her unborn child), (2) serious impairment to body functions, or (3) serious dysfunction of any body organ or part. A Medical Emergency includes such conditions as heart attacks, cardiovascular accidents, poisonings, loss of consciousness or respiration, convulsions or other such acute medical conditions.*

THE CLAIMS PROCEDURE SECTION (UNDER THE HOW TO FILE A CLAIM SECTION) IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

CLAIMS PROCEDURE

Following is a description of how the Plan processes claims for benefits and reviews the appeal of any claim that is denied. The terms used in this section are defined below.

If a claim is denied due to the charges being considered Out-of-Network or denied as a result of the Covered Person not receiving a prior-authorization, the Covered Person has the right to submit an appeal as outlined in this section.

A "Claim" is defined as any request for a Plan benefit, made by a claimant or by a representative of a claimant, which complies with the Plan's reasonable procedure for filing claims and making benefit claims determinations.

A "Claim" does not include a request for a determination of an individual's eligibility to participate in the Plan.

If a Claim is denied, in whole or in part, or if Plan coverage is rescinded retroactively for fraud or misrepresentation, the denial is known as an "Adverse Benefit Determination."

A claimant has the right to request a review of an Adverse Benefit Determination. This request is an "Appeal." If the Claim is denied at the end of the Appeal process, as described below, the Plan's final decision is known as a "Final Adverse Benefit Determination." If the claimant receives notice of a Final Adverse Benefit Determination, or if the Plan does not follow the Appeal procedures properly, the claimant then has the right to request an independent external review. The External Review procedures are described below.

Both the Claims and the Appeal procedures are intended to provide a full and fair review. This means, among other things, that Claims and Appeals will be decided in a manner designed to ensure the independence and impartiality of the persons involved in making these decisions.

A claimant must follow all Claims and Appeal procedures both internal and external, before he or she can file a lawsuit. If a lawsuit is brought, it must be filed within two years after the final determination of an Appeal.

Any of the authority and responsibilities of the Plan Administrator under the Claims and Appeal Procedures or the External Review Process, including the discretionary authority to interpret the terms of the Plan, may be delegated to a third party. If you have any questions regarding these procedures, please contact the Plan Administrator.

There are different kinds of Claims and each one has a specific timetable for each step in the review process. Upon receipt of the Claim, the Plan Administrator must decide whether to approve or deny the Claim. The Plan Administrator's notification to the claimant of its decision must be made as shown in the timetable. However, if the Claim has not been filed properly, or if it is incomplete, or if there are other matters beyond the control of the Plan Administrator, the claimant may be notified that the period for providing the notification will need to be extended. If the period is extended because the Plan Administrator needs more information from the claimant, the claimant must provide the requested information within the time shown on the timetable. Once the Claim is complete, the Plan Administrator must make its decision as shown in the timetable. If the Claim is denied, in whole or in part, the claimant has the right to file an Appeal. Then the Plan Administrator must decide the Appeal and, if the Appeal is denied, provide notice to the claimant within the time periods shown on the timetable. The time periods shown in the timetable begin at the time the Claim or Appeal is filed in accordance with the Plan's procedures. Decisions will be made within a reasonable period of time appropriate to the circumstances, but within the maximum time periods listed in the timetables below. Unless otherwise noted, "days" means calendar days.

The definitions of the types of Claims are:

Urgent Care Claim

A Claim involving Urgent Care is any Claim for medical care or treatment where the Plan conditions receipt of benefits, in whole or in part, on approval in advance of obtaining the care or treatment, and using the timetable for a non-urgent care determination could seriously jeopardize the life or health of the claimant; or the ability of the claimant to regain maximum function; or in the opinion of the attending or consulting Physician, would subject the claimant to severe pain that could not be adequately managed without the care or treatment that is the subject of the Claim.

A Physician with knowledge of the claimant's medical condition may determine if a Claim is one involving Urgent Care. If there is no such Physician, an individual acting on behalf of the Plan applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine may make the determination.

In the case of a Claim involving Urgent Care, the following timetable applies:

Notification to claimant of Claim determination	24 hours
Insufficient information on the Claim, or failure to follow the Plan's procedure for filing a Claim:	
Notification to claimant, orally or in writing	24 hours
Response by claimant, orally or in writing	48 hours
Benefit determination, orally or in writing	48 hours
Notification of Adverse Benefit Determination on Appeal	72 hours

If there is an Adverse Benefit Determination on a Claim involving Urgent Care, a request for an expedited Appeal may be submitted orally or in writing by the claimant. All necessary information, including the Plan's benefit determination on review, may be transmitted between the Plan and the claimant by telephone, facsimile, or other similarly expeditious method. Alternatively, the claimant may request an expedited review under the External Review Process.

Concurrent Care Claims

A Concurrent Care Claim is a special type of Claim that arises if the Plan informs a claimant that benefits for a course of treatment that has been previously approved for a period of time or number of treatments is to be reduced or eliminated. In that case, the Plan must notify the claimant sufficiently in advance of the effective date of the reduction or elimination of treatment to allow the claimant to file an Appeal. This rule does not apply if benefits are reduced or eliminated due to Plan amendment or termination. A similar process applies for Claims based on a rescission of coverage for fraud or misrepresentation.

In the case of a Concurrent Care Claim, the following timetable applies:

Notification to claimant of benefit reduction	Sufficiently prior to scheduled termination of course of treatment to allow claimant to appeal
Notification to claimant of rescission	30 days
Notification of determination on Appeal of Urgent Care Claims	24 hours (provided claimant files Appeal more than 24 hours prior to scheduled termination of course of treatment)
Notification of Adverse Benefit Determination on Appeal for non-Urgent Claims	15 days
Notification of Adverse Benefit Determination on Appeal for Rescission Claims	30 days

Pre-Service Claim

A Pre-Service Claim means any Claim for a benefit under this Plan where the Plan conditions receipt of the benefit, in whole or in part, on approval in advance of obtaining medical care. These are, for example, Claims subject to Predetermination of Benefits or pre-certification. Please see the Cost Management section of this booklet for further information about Pre-Service Claims.

In the case of a Pre-Service Claim, the following timetable applies:

Notification to claimant of Adverse Benefit Determination	15 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the Claim:	
Notification of	15 days
Response by claimant	45 days
Notification, orally or in writing, of failure to follow the Plan's procedures for filing a Claim	5 days
Notification of Adverse Benefit Determination on Appeal	15 days per benefit appeal

Reduction or termination before the end of the treatment	15 days
Request to extend course of treatment	15 days

Post-Service Claim

A Post-Service Claim means any Claim for a Plan benefit that is not a Claim involving Urgent Care or a Pre-Service Claim; in other words, a Claim that is a request for payment under the Plan for medical services already received by the claimant.

In the case of a Post-Service Claim, the following timetable applies:

Notification to claimant of Adverse Benefit Determination	30 days
Extension due to matters beyond the control of the Plan	15 days
Extension due to insufficient information on the Claim	15 days
Response by claimant following notice of insufficient information	45 days
Notification of Adverse Benefit Determination on Appeal	30 days per benefit appeal

Notice to claimant of Adverse Benefit Determinations

If a Claim is denied in whole or in part, the denial is considered to be an Adverse Benefit Determination. Except with Urgent Care Claims, when the notification may be oral followed by written or electronic notification within three days of the oral notification, the Plan Administrator shall provide written or electronic notification of the Adverse Benefit Determination. The notice will state in a culturally and linguistically appropriate manner and in a manner calculated to be understood by the claimant:

- (1) Information sufficient to allow the claimant to identify the Claim involved (including date of service, the healthcare provider, the claim amount, if applicable, the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning).
- (2) The specific reason or reasons for the adverse determination, including the denial code and its corresponding meaning, and a description of the Plan's standard, if any, that was used in denying the Claim.
- (3) Reference to the specific Plan provisions on which the determination was based.
- (4) A description of any additional material or information necessary for the claimant to perfect the Claim and an explanation of why such material or information is necessary.
- (5) A description of the Plan's internal and external Appeal procedures, incorporating any voluntary appeal procedures offered by the Plan. This description will include information on how to initiate the Appeal and the time limits applicable to such procedures. This will include a statement of the claimant's right to bring a civil action under section 502 of ERISA following a Final Adverse Benefit Determination.
- (6) If the Adverse Benefit Determination was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the Adverse Benefit Determination and a copy will be provided free of charge to the claimant upon request.

- (7) If the Adverse Benefit Determination is based on the Medical Necessity or Experimental or Investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, will be provided. If this is not practical, a statement will be included that such explanation will be provided free of charge, upon request.
- (8) Information about the availability of and contact information for, any applicable office of health insurance consumer assistance or ombudsman established under applicable federal law to assist individuals with the internal claims and appeals and external review process.

Appeals

When a claimant receives notification of an Adverse Benefit Determination, the claimant generally has 180 days following receipt of the notification in which to file a written request for an Appeal of the decision. However, for Concurrent Care Claims, the Claimant must file the Appeal prior to the scheduled reduction or termination of treatment. For a claim based on rescission of coverage, the claimant must file the Appeal within 30 days. A claimant may submit written comments, documents, records, and other information relating to the Claim.

If the claimant so requests, he or she will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim. The Plan Administrator shall provide the claimant, as soon as possible and sufficiently in advance of the time within which a final determination on Appeal is required to allow the claimant time to respond, any new or additional evidence that is relied upon, considered or generated by or at the direction of the Plan. This evidence shall be provided free of charge.

A document, record, or other information shall be considered relevant to a Claim if it:

- (1) was relied upon in making the benefit determination;
- (2) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination;
- (3) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that benefit determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- (4) constituted a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit.

The period of time within which a benefit determination on Appeal is required to be made shall begin at the time an Appeal is filed in writing in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

Before the Plan Administrator issues its Final Adverse Benefit Determination based on a new or additional rationale, the claimant must be provided, free of charge, with a copy of the rationale. The rationale must be provided as soon as possible and sufficiently in advance of the time within which a final determination on Appeal is required to allow the claimant time to respond.

The review shall take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial benefit determination. The review will not afford deference to the initial Adverse Benefit Determination

and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

If the determination was based on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is Experimental, Investigational, or not Medically Necessary or appropriate, the fiduciary shall consult with a health care professional who was not involved in the original benefit determination. This health care professional will have appropriate training and experience in the field of medicine involved in the medical judgment. Additionally, medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the initial determination will be identified.

If the Appeal of a Claim is denied, in whole or in part, the Plan Administrator shall provide written notification of the Adverse Benefit Determination on Appeal. The notice will state, in a manner calculated to be understood by the claimant:

- (1) Information sufficient to allow the claimant to identify the Claim involved (including date of service, the healthcare provider, the claim amount, if applicable, the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning).
- (2) The specific reason or reasons for the adverse determination, including the denial code and its corresponding meaning, and a description of the Plan's standard, if any, that was used in denying the Claim.
- (3) Reference to the specific Plan provisions on which the determination was based.
- (4) A description of any additional material or information necessary for the claimant to perfect the Claim and an explanation of why such material or information is necessary.
- (5) A description of the Plan's internal and external review procedures, incorporating any voluntary appeal procedures offered by the Plan and the time limits applicable to such procedures. This will include a statement of the claimant's right to bring a civil action under section 502 of ERISA following an Adverse Benefit Determination on review.
- (6) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim. "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U. S. Department of Labor Office."
- (7) If the Adverse Benefit Determination was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the Adverse Benefit Determination and a copy will be provided free of charge to the claimant upon request.
- (8) If the Adverse Benefit Determination is based on the Medical Necessity or Experimental or Investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, will be provided. If this is not practical, a statement will be included that such explanation will be provided free of charge, upon request.
- (9) Information about the availability of and contact information for, any applicable office of health insurance consumer assistance or ombudsman established under applicable federal law to assist individuals with the internal claims and appeals and external review process.

Voluntary appeals

In addition to the Claims and Appeals Procedures described above, the Plan permits voluntary dispute resolution procedures. If a claimant agrees in writing to use these procedures, any statute of limitations or other defense based on timeliness is tolled during the time any voluntary appeal is pending.

The Plan will not assert that a claimant has failed to exhaust administrative remedies merely because he or she did not elect to submit a benefit dispute to the voluntary appeal provided by the Plan. A claimant may elect a voluntary appeal after receipt of a Final Adverse Benefit Determination.

The Plan will provide to the claimant, at no cost and upon request, sufficient information about the voluntary appeal to enable the claimant to make an informed judgment about whether to submit a benefit dispute to the voluntary level of appeal. This information will include a statement that the decision will have no effect on the claimant's rights to any other benefits under the Plan; will list the rules of the appeal; state the claimant's right to representation; enumerate the process for selecting the decision maker; and give circumstances, if any, that may affect the impartiality of the decision maker.

No fees or costs will be imposed on the claimant as part of the voluntary level of appeal, and the claimant will be told this.

EXTERNAL REVIEW PROCESS

If a claimant receives a Final Adverse Benefit Determination under the Plan's internal Claims and Appeals Procedures, he or she may request that the Claim be reviewed under the Plan's External Review process. This request must be filed in writing within 4 months after receipt of the Final Adverse Benefit Determination.

The Plan Administrator will determine whether the Claim is eligible for review under the External Review process. This determination is based on whether:

- (1) The claimant is or was covered under the Plan at the time the Claim was made or incurred;
- (2) The denial relates to the claimant's failure to meet the Plan's eligibility requirements;
- (3) The claimant has exhausted the Plan's internal Claims and Appeal Procedures; and
- (4) The claimant has provided all the information required to process an External Review.

Within one business day after completion of this preliminary review, the Plan Administrator will provide written notification to the claimant of whether the claim is eligible for External Review.

If the request for review is complete but not eligible for External Review, the Plan Administrator will notify the claimant of the reasons for its ineligibility. The notice will include contact information for the Employee Benefits Security Administration at its toll free number (866-444-3272).

If the request is not complete, the notice will describe the information needed to complete it. The claimant will have 48 hours or until the last day of the 4 month filing period, whichever is later, to submit the additional information.

If the request is eligible for the External Review process, the Plan will assign it to a qualified independent review organization ("IRO"). The IRO is responsible for notifying the claimant, in writing, that the request for External Review has been accepted. The notice should include a statement that the claimant may submit in writing, within 10 business days, additional information the IRO must consider when conducting the review.

The IRO will share this information with the Plan. The Plan may consider this information and decide to reverse its denial of the Claim. If the denial is reversed, the External Review process will end.

If the Plan does not reverse the denial, the IRO will make its decision on the basis of its review of all of the information in the record, as well as additional information where appropriate and available, such as:

- (1) The claimant's medical records;
- (2) The attending health care professional's recommendation;
- (3) Reports from appropriate health care professionals and other documents submitted by the plan or issuer, claimant, or the claimant's treating provider;
- (4) The terms of the Plan;
- (5) Appropriate practice guidelines;
- (6) Any applicable clinical review criteria developed and used by the plan; and
- (7) The opinion of the IRO's clinical reviewer.

The IRO must provide written notice to the Plan and the claimant of its final decision within 45 days after the IRO receives the request for the External Review. The IRO's decision notice must contain:

- (1) A general description of the reason for the External Review, including information sufficient to identify the claim;
- (2) The date the IRO received the assignment to conduct the review and the date of the IRO's decision;
- (3) References to the evidence or documentation the IRO considered in reaching its decision;
- (4) A discussion of the principal reason(s) for the IRO's decision;
- (5) A statement that the determination is binding and that judicial review may be available to the claimant; and
- (6) Contact information for any applicable office of health insurance consumer assistance or ombudsman established under the PPACA.

Generally, a claimant must exhaust the Plan's Claims and Procedures in order to be eligible for the External Review process. However, in some cases the Plan provides for an expedited External Review if:

- (1) The claimant receives an Adverse Benefit Determination that involves a medical condition for which the time for completion of the Plan's internal Claims and Appeal Procedures would seriously jeopardize the claimant's life or health or ability to regain maximum function and the claimant has filed a request for an expedited internal review; or
- (2) The claimant receives a Final Adverse Benefit Determination that involves a medical condition where the time for completion of a standard External Review process would seriously jeopardize the claimant's life or health or the claimant's ability to regain maximum function, or if the Final Adverse Benefit Determination concerns an admission, availability of care, continued stay, or

health care item or service for which the claimant received emergency services, but has not been discharged from a facility.

Immediately upon receipt of a request for expedited External Review, the Plan must determine and notify the claimant whether the request satisfies the requirements for expedited review, including the eligibility requirements for External Review listed above. If the request qualifies for expedited review, it will be assigned to an IRO. The IRO must make its determination and provide a notice of the decision as expeditiously as the claimant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request for an expedited External Review. If the original notice of its decision is not in writing, the IRO must provide written confirmation of the decision within 48 hours to both the claimant and the plan.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 20____.

By: _____
Employer

Witness

May 25, 2011

Mr. Tom Ourada
Public Works Director
City of Crete
241 East 13th Street
Crete, Nebraska 68333

RE: Structural Condition Assessment Report
119 West 13th Street
Crete, Nebraska
Schemmer Project No. 06039.001

Dear Mr. Ourada:

Per the request of the City of Crete, on 5 May 2011, Schemmer performed an on-site assessment of the existing building located at 119 West 13th Street. Schemmer was accompanied by the City Building Inspector, Ray Sueper.

BUILDING DESCRIPTION:

Based on our knowledge of similar structures in the surrounding area, the building in question is of early 20th Century construction. We understand that the building has been unoccupied for a number of years and, as such, has seen little to no maintenance during that time. Located on the south side of 13th Street in downtown Crete, it consists of 3 stories and a half-basement level.

The structural make-up of the building consists of 4-wythe masonry bearing walls supported on a continuous masonry foundation. All floors are of wood construction with wood joists at the first and second floors and built-up wood trusses spanning the roof. All roof and floor framing span in the east-west direction. Please see attached plan sketches, S1-01 through S1-05, for further information with respect to the existing framing.

The south and east sides of the 119 Building are bordered by existing structures. At the south side lies a one-story garage building; at the east side is a three-story building. Both buildings are of similar wood and masonry construction. The confluence of these three buildings creates an enclosed courtyard which consists of a concrete slab on grade. Per our observations, it appears the courtyard can only be access via a door at the adjacent three-story building to the east.

OBSERVATIONS

Exterior West Masonry Bearing Wall:

Our observations for the west exterior masonry wall, which was severely compromised by a partial collapse, are contained within an earlier report provided to the City of Crete by Schemmer. Therefore, we have not provided herein a specific description of the areas of failure. In a later section of this report, we have included our recommendations for the temporary to permanent repair of the west wall.

Basement:

The partially submerged basement level was accessed through via a ladder hatch in the first floor. We noted a door and two in-filled window openings at the north basement wall, which indicate that the original entry to this level was via a stair at the front (north) of the building. The in-filled windows would seem to indicate that a subgrade open area well previous existed along much of the north wall.

The exterior masonry bearing walls of the building extend down to form the basement walls. The entire perimeter of the basement consists of unreinforced 4-wythe brick masonry walls, with the exception of a portion of the east bearing wall which is constructed of mortared stone. The stone portion of the wall extends to a height of approximately 7 feet above the basement floor (See Photo S1 and Plan S1-01 attached).

The basement walls appeared to be in serviceable condition with the exception of two areas. At the southeast inset corner of the building, a small length of masonry wall near the basement floor has degraded to a rubble of sand and rock. We did not note any resulting deflection in the wall or framing above this. At the wall which continues up to form the north boundary of the courtyard above, we noticed significant bowing toward the inside of the building (See Photo S2). Please reference attached plan detail S1-01 for the location of these existing conditions.

First Floor:

The first floor sits approximately 3-1/2 feet higher than the exterior sidewalk/grade and is accessed by a concrete stair at the front (north) of the building (See Photo S3). The front (north) wall of the building is "storefront" construction consisting of recessed doors, window glazing and wood wall panels (See Photo S4).

The interior of the first floor is divided into two units separated by what we assume to be a wood stud partition wall. The east unit was formerly a barbershop while the west unit appeared to have housed a separate business. Because the existing interior finishes were largely intact, we were not able to confirm the composition or condition of the first floor interior walls or the second floor framing above (Reference attached Detail Sheet S1-02 for 1st Floor Plan Sketch). It is safe to assume that the interior walls are all wood stud walls; however, whether or not the interior walls play a structural role was unable to be confirmed.

The first floor framing, as viewed from the basement, consists of the following:

- Dimensional 2X12 Floor Joists @ 16" O.C. (spanning east/west at the main room)
- Dimensional 2x10 Floor Joists @ 16" O.C. (spanning east/west at side rooms)
- 1x6 Wood Floor Decking

(See detail sheet S1-02 for more existing framing information)

No significant deflection or deterioration was observed at the first floor joists from the basement or the topside of the first floor.

The east exterior masonry wall (facing the enclosed courtyard) at the first floor level is finished with a cementitious plaster that is largely intact and without cracks. Due to the plaster we were unable to observe the overall condition of the masonry. One area of localized failure was noted next to a window, where the exterior wythe of brick was pulling away from the wall (See Photo S9). The plaster finish appeared to prevent the de-bonded masonry from falling away.

Second Floor:

The second floor was originally a single living unit accessed by a stair at the northeast corner of the building.

As noted in the previous section, we were not able to view the Second Floor framing due to the existing ceiling finish; however, we would anticipate the Second Floor framing layout to be similar to the First Floor with the same member composition: Dimensional 2X12 floor joists @ 16" O.C. with 1X6 wood floor decking. No deflection or deterioration of the second floor framing was observed.

At the north side of the building, the masonry above each of the second floor windows is affected by the same pattern of cracking (See Photo S5). Per our observations, it appears the original masonry arch headers of these openings were in-filled with a single wythe of brick and a steel angle header (See Photo S6). The cracking at the exterior face appears to mirror the line of the original masonry arch. The exterior brick face in the areas encompassed by the cracking did not appear to be flush with the outside face of the rest of the wall. We also noted the wood sills of these windows to be rotted (See Photo S7).

The remainder of the north masonry wall above the storefront did not exhibit any signs of bowing or deflection. Areas of minor cracking and/or eroded mortar were observed.

A one-story garage structure abuts the south wall of the building in question (See Photo S8); therefore, only the upper half of the south wall is viewable from the exterior. The visible portion did not exhibit any serious signs of deflection or deterioration. It was noted that mortar erosion affected large areas.

The east exterior masonry wall at the second floor level is finished with a cementitious plaster that is largely intact and without cracks. As in the case of the east wall at the first floor, the plaster did not allow for observation of the masonry condition.

Roof Level:

Schemmer did not have access to the roof topside and so observations were limited to viewing the roof framing from the second floor. Despite the presence of ceiling finish, we were able to view areas of the roof framing where the ceiling had been removed or had fallen away due to deterioration.

The roof framing consists of built-up wood "trusses" typical of the era during which the building was constructed. The built-up truss configuration includes high and low wood joists (or top and bottom "chords") which bear independently (from one another) on the masonry walls. Typically, the two chords are intermittently reinforced / braced by diagonal "web" members throughout their spans. Such construction calls for the upper joist to be sloped in order to provide roof drainage.

We estimated the top and bottom chords of the roof "trusses" to be 2X6 and 2X8 respectively, spaced at 16" O.C.

We observed a very significant amount of water staining on the ceiling finishes and roof trusses throughout the roof level. It is apparent that the waterproofing at the roof no longer functions and both the framing and second floor interior are currently exposed to large amounts of moisture (See Photo S10).

In one localized area, wood shoring has been installed to brace what appears to be partially collapsed roof framing (See Photo S11). The shoring consists of a wood beam and two supporting wood posts which sit directly on the second floor framing. The shoring does not appear to have been installed professionally.

At the inside face of the exterior west masonry wall (affected by the partial collapse) we noted several areas of cracking which occur near window openings.

View of the interior face of the exterior north masonry wall was partially obstructed by wall finishes; however, in exposed areas, cracking was not significant.

RECOMMENDATIONS FOR ITEMS OF IMMEDIATE CONCERN

EXTERIOR WEST WALL:

The partial collapse of the exterior west bearing wall was the impetus behind the decision to investigate the building as whole. After our walk-through, the west wall remains the most concerning structural item. The current condition of the west wall must be addressed in order to ensure the stability of the building and that of the adjacent structures.

We recommend the following temporary repair procedures to stabilize the building and protect its surrounds (Please also see attached detail Sheet S3-01):

- **Complete demolition/removal of any areas of west wall affected by collapse**
 - For any length of the wall which has been compromised by the collapse, remove all wythes for the entire height of wall, from the First Floor up. 'Compromised' indicates any portion of wall which has lost one or more wythes to the collapse or where the exterior wythe(s) is (are) observed to be loose.
- **Insertion of wood framed walls as temporary shoring**
 - Where existing masonry wall has been removed, install a wood stud bearing wall.
 - Wood stud wall shall be of "stacked" construction extending from top of existing First Floor to top of existing Roof framing.
 - Wood framed wall construction shall be continuously sheathed at its exterior to provide in-plane wall stability and an exterior surface on which a future air and vapor barrier and finish surface may be provided.

The above procedures are recommended as only a temporary fix for the west wall - which removes any possibly unstable portion of existing wall while providing shoring for the floor framing - pending the owner's decision to rehabilitate or demolish the existing structure. For the case in which the owner wishes to renovate the existing structure please see the section 'Recommendations for Long-term Consideration' below.

PARTIALLY COLLAPSED AREA OF ROOF:

As indicated in our observations of the Roof level, several partially collapsed roof trusses were previously shored with wood framing. The existing shoring, however, appears unstable and inadequate. Although the roof framing failure is visibly evident, the ceiling should be removed and an inspection performed in order to determine the extent of failure and deterioration.

We recommend the following repair procedures provided in conjunction with the removal/repair of the west wall:

- **Reinforcement and/or removal and replacement of deteriorated built-up wood roof trusses**
 - Inspect existing built-up roof trusses in collapsed area to determine extent of failure and/or deterioration.
 - Where possible, reinforce compromised wood members.
 - If necessary, remove and replace individual wood members, or entire built-up truss spans, as required for adequate support of roof load and stable connection to new wood stud wall.
 - Inspect existing built-up trusses throughout remainder of roof for deterioration; reinforce or remove and replace existing roof framing as required for adequate support of roof loads.

RECOMMENDATIONS FOR LONG-TERM CONSIDERATION

In the event the owner chooses to renovate the existing building for future occupied use, a licensed professional engineer should be hired to provide any necessary inspections and repair procedure recommendations.

In consideration of long-term stability and preventive maintenance, we recommend the following structural repairs be implemented first:

- **Rebuilding of exterior west bearing wall.**
 - (Assuming that the temporary wood framed shoring has been installed per the above 'Recommendations for Items of Immediate Concern') Install post and beam system or continuous bearing wall, directly below shoring down to the basement floor. Provide new concrete foundation below this bearing system.
 - For long term usage, provide insulation, required air and vapor barriers and exterior finished surface at wood framed wall.
- **Repair of Basement Walls**
 - In the localized areas where we noted significant deterioration or failure at basement-level walls, either reinforce existing walls or remove affected masonry and rebuild wall.
- **Repair of Masonry**
 - Inspect cracked masonry at interior and exterior wall surfaces to determine type and extent of repair (if necessary). Repair could include removal and replacement of cracked brick units, re-application of mortar for cracks at mortar joints or localized rebuilding of wall.
 - Tuckpoint all exposed exterior masonry wall as required.
- **Repair of localized failure at exterior east masonry wall**
 - Remove and replace deteriorated masonry near First Floor window at east wall (at courtyard).
- **Roof Repair**
 - Remove existing ceiling finish and have a qualified professional engineer inspect the existing roof framing to determine its adequacy to support roof loads. Any areas of deteriorated or inadequate framing should be reinforced or removed and replaced.
 - Remove existing roofing and replace with new roofing system which will include insulation, waterproofing and flashing per current standards.
- **Long-term moisture protection**
 - Provide moisture protection at all vertical and horizontal surfaces per current standards.

STRUCTURAL CONSIDERATIONS FOR DEMOLITION OF BUILDING

- **Demolition Will Not Adversely Affect Walls of Adjacent Structures**
 - Based our observations, it appears that the 119 Building was constructed after both the 3-story building to the east and the 1-story garage to the south. Because it was built later, it can be safely assumed that the stability of the adjacent structures does not depend on any 119 Building components (i.e. – the framing of the adjacent structures is not partially supported by the 119 Building). This should be verified during the required systematic demolition.
 - Per the above-stated reasons, demolition of the existing building walls will not adversely affect the neighboring structures.
- **Backfill of Existing Basement Acceptable**
 - The adjacent buildings to the east and south were originally constructed for the case in which the 119 Building did not exist – i.e. should the existing building be demolished, backfill of the existing basement is permissible.
- **Insulation at Adjacent Buildings**
 - Upon removal of the existing building, the adjacent 3-story building and garage would be exposed at their east and north walls respectively. It should be noted that these walls may require insulation due to this exposure.
- **Masonry Tuckpointing**
 - Once exposed by the demolition of the 119 Building, the masonry walls of the adjacent structures should be inspected and tuckpointed as required.

The comments, drawing documents and recommendations contained herein are based on visual observations and reflect the on-site conditions as of our visit on 5 May 2011. Please do not hesitate to contact us with any questions or concerns with regards to the content of this report.

Sincerely,

THE SCHEMMER ASSOCIATES INC.
ARCHITECTS | ENGINEERS | PLANNERS


Otto J. La Pointe
Engineer Intern

jl:P/


Jason J. Heinze, P.E., S.E., LEED AP
Manager, Structural Engineering



Photo S1 – Stone & Mortar Wall at NE Corner of Building (Basement Level)



Photo S2 – Bowing in masonry wall at Basement



Photo S3 – Stair and storefront (North wall)



Photo S4 – Storefront at North Wall



Photo S5 – Masonry crack above 2nd Floor window (North wall)



Photo S6 – 2nd Floor Window at North Wall



Photo S7 – Rotting of sill at window (North wall)



Photo S8 – Supported Concrete Landing at South End of Building



Photo S9 – Masonry Failure at first floor window (East Wall)



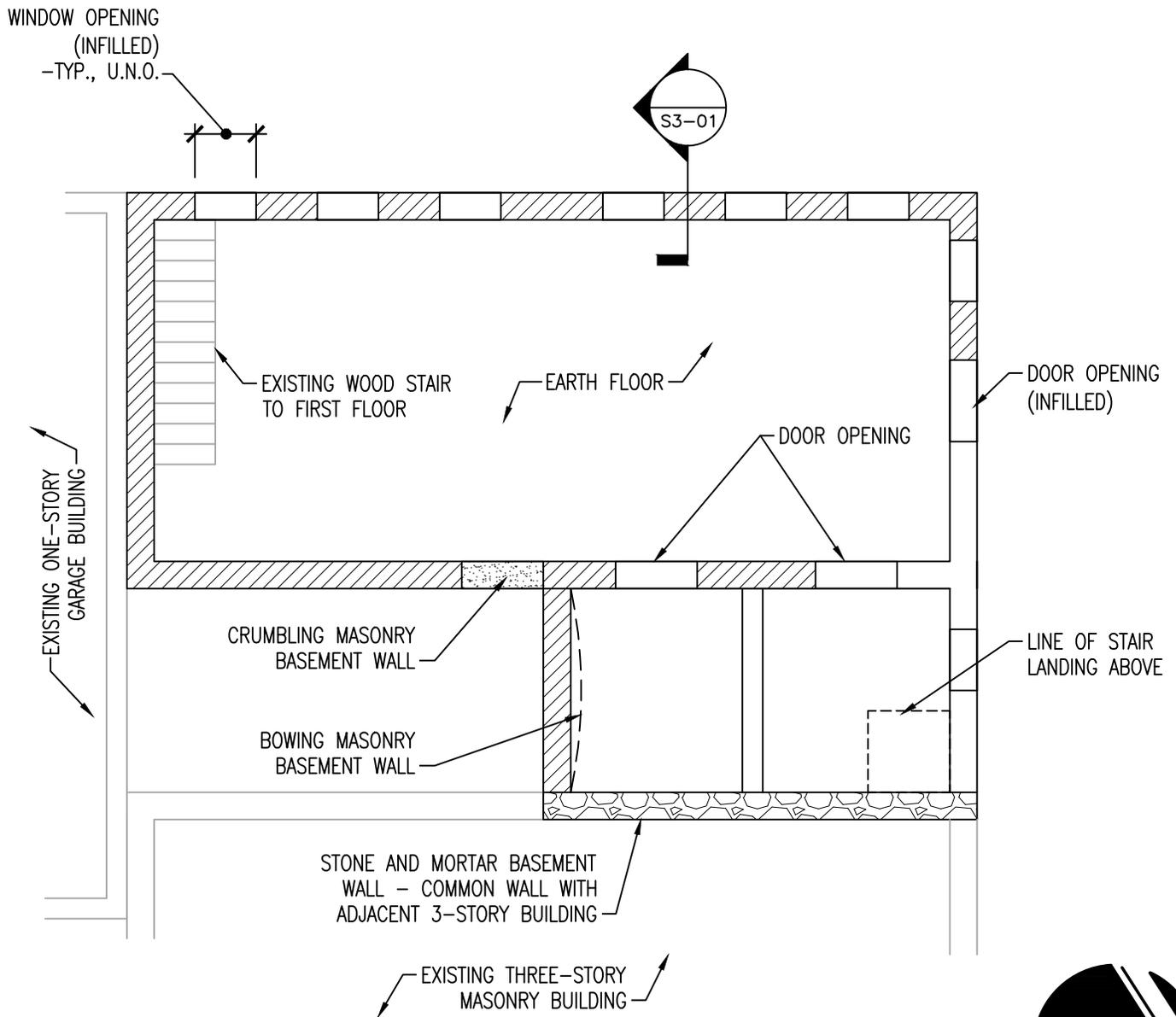
Photo S10 – Water staining a underside of roof framing.



Photo S11 – Existing wood shoring at collapsed/deflected roof framing.

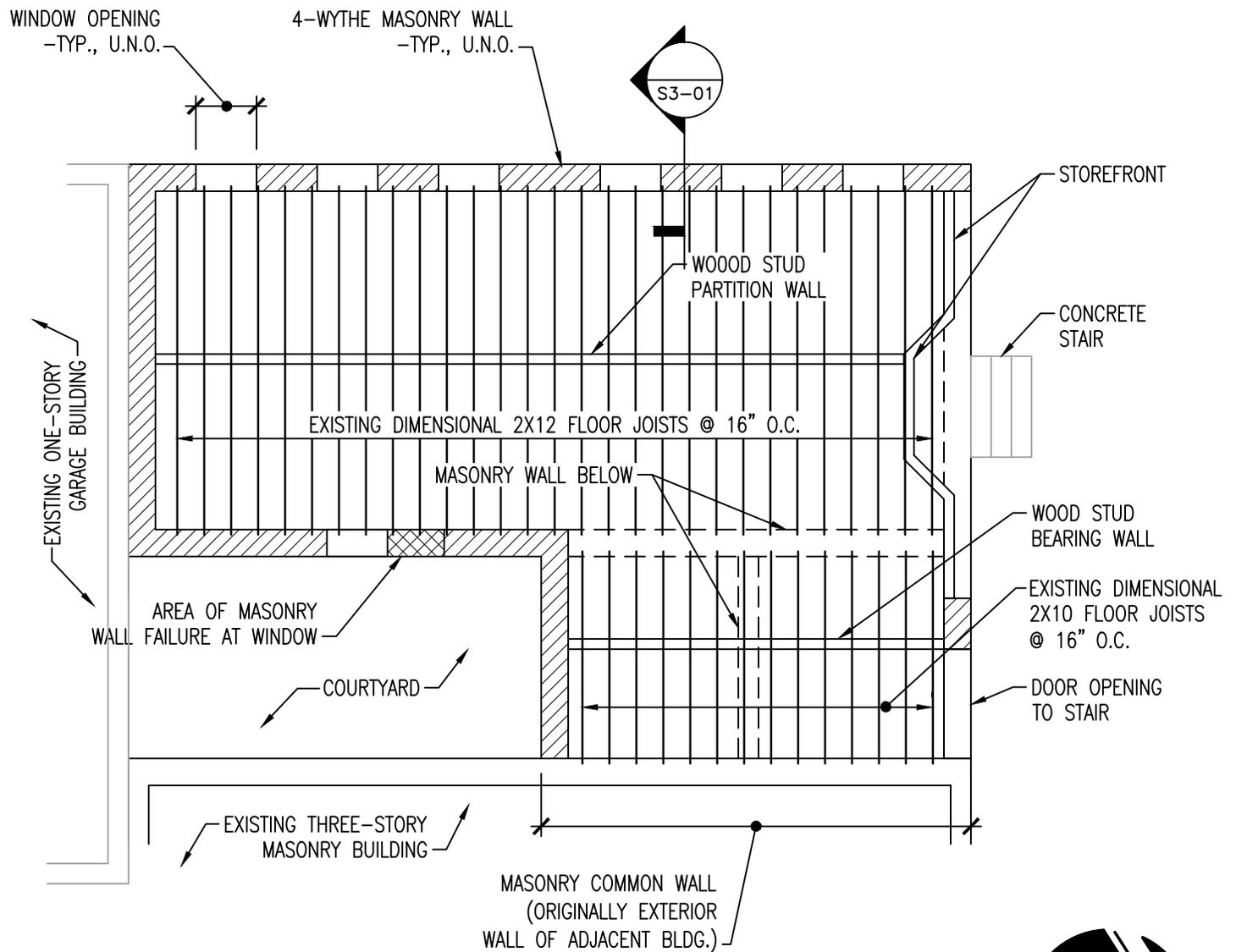
SUPPLEMENTAL DRAWING

DATE: 5/20/2011	DRAWN: OJL	SCALE: 1/8"=1'-0"	SHEET NO: S1-01
SHEET TITLE: EXISTING CONDITIONS: BASEMENT/FOUNDATION PLAN			REF: N/A



SUPPLEMENTAL DRAWING

DATE: 5/20/2011	DRAWN: OJL	SCALE: 1/8"=1'-0"	SHEET NO: S1-02
SHEET TITLE: EXISTING CONDITIONS: FIRST FLOOR FRAMING PLAN			REF: N/A



SUPPLEMENTAL DRAWING

DATE: 5/20/2011

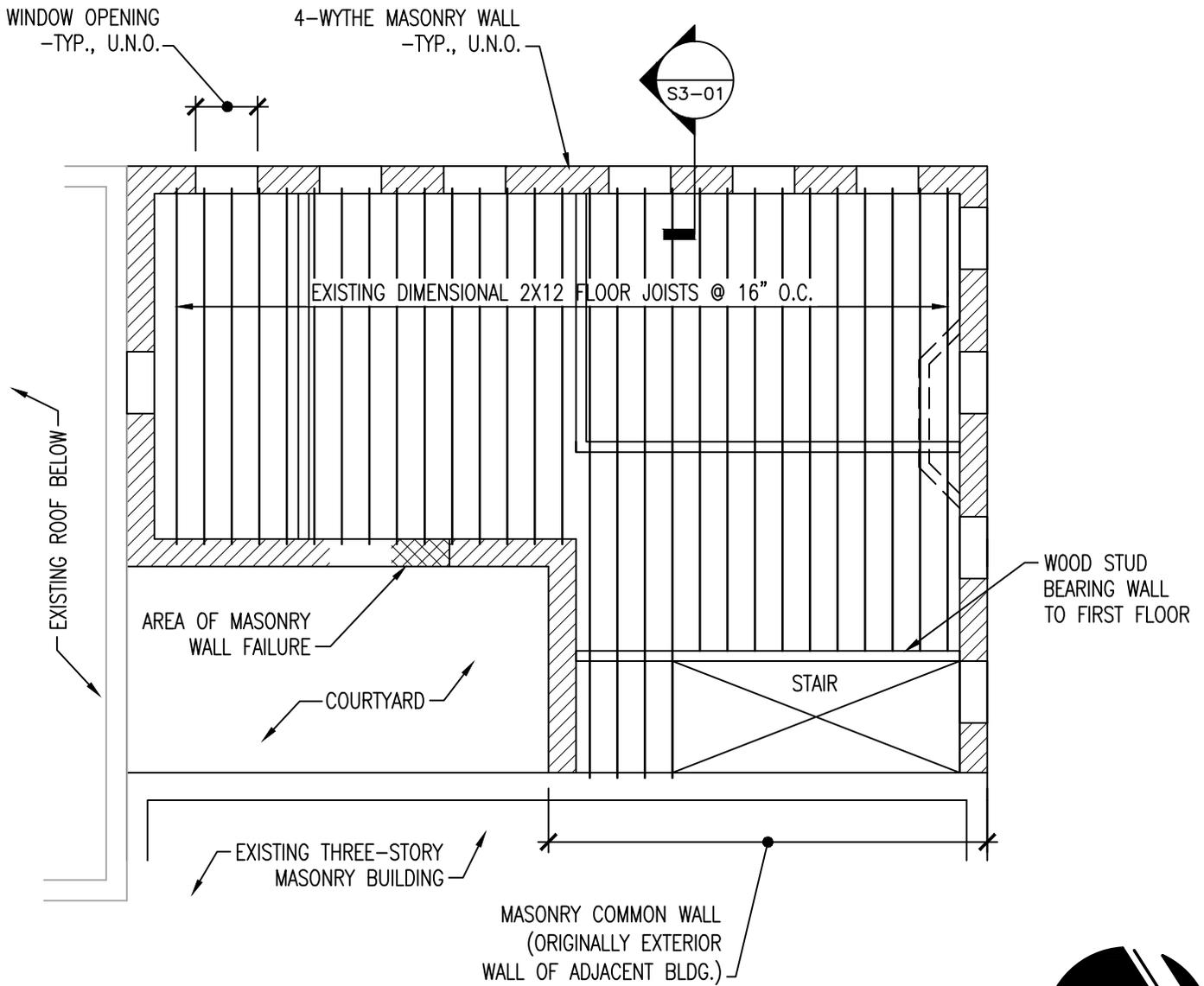
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SCALE: 1/8"=1'-0"

SHEET NO: S1-03

SHEET TITLE: EXISTING CONDITIONS: SECOND FLOOR FRAMING PLAN

REF: N/A



SUPPLEMENTAL DRAWING

DATE: 5/20/2011

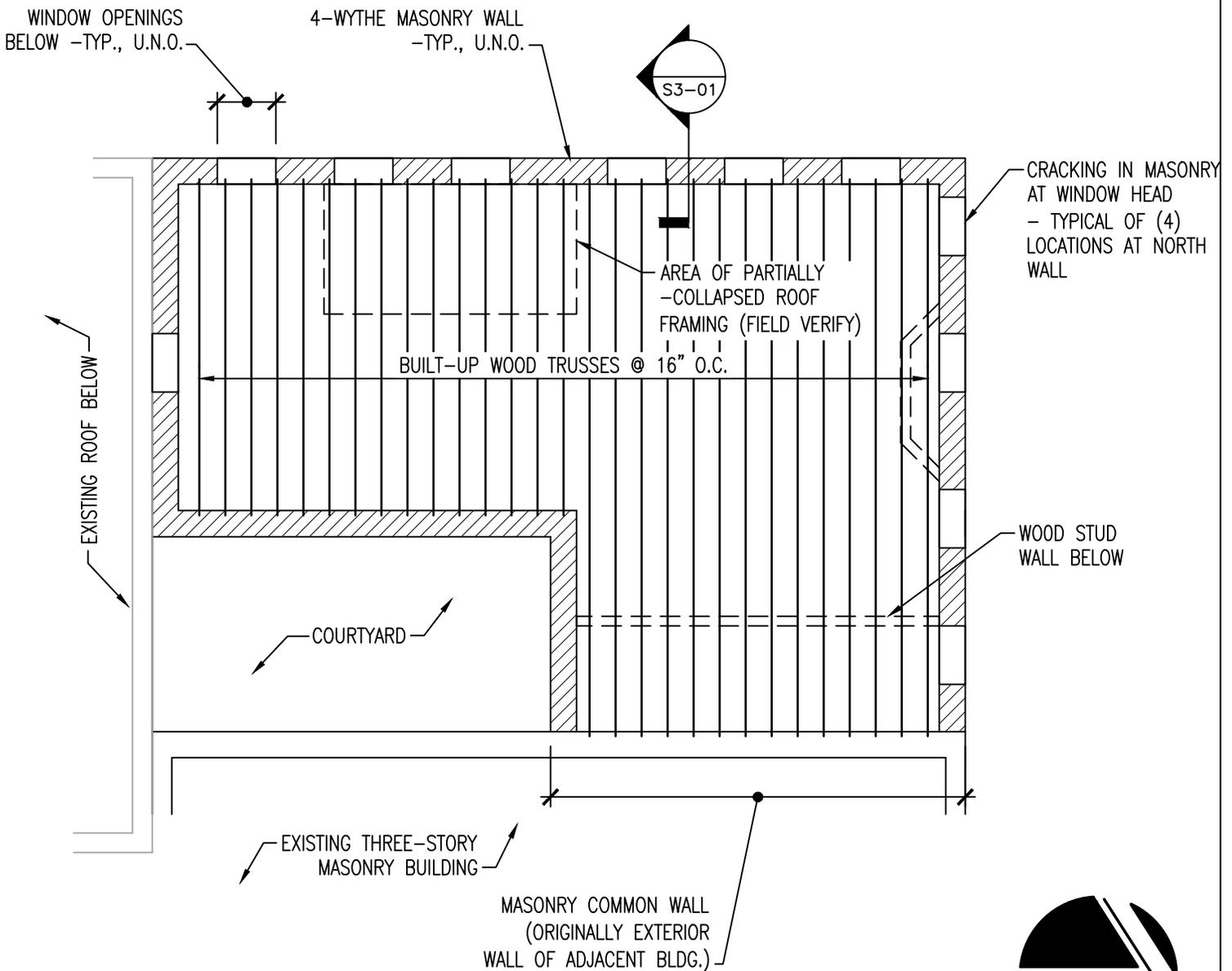
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SCALE: 1/8"=1'-0"

SHEET NO: S1-04

SHEET TITLE: EXISTING CONDITIONS: ROOF FRAMING PLAN

REF: N/A



SUPPLEMENTAL DRAWING

DATE: N/A

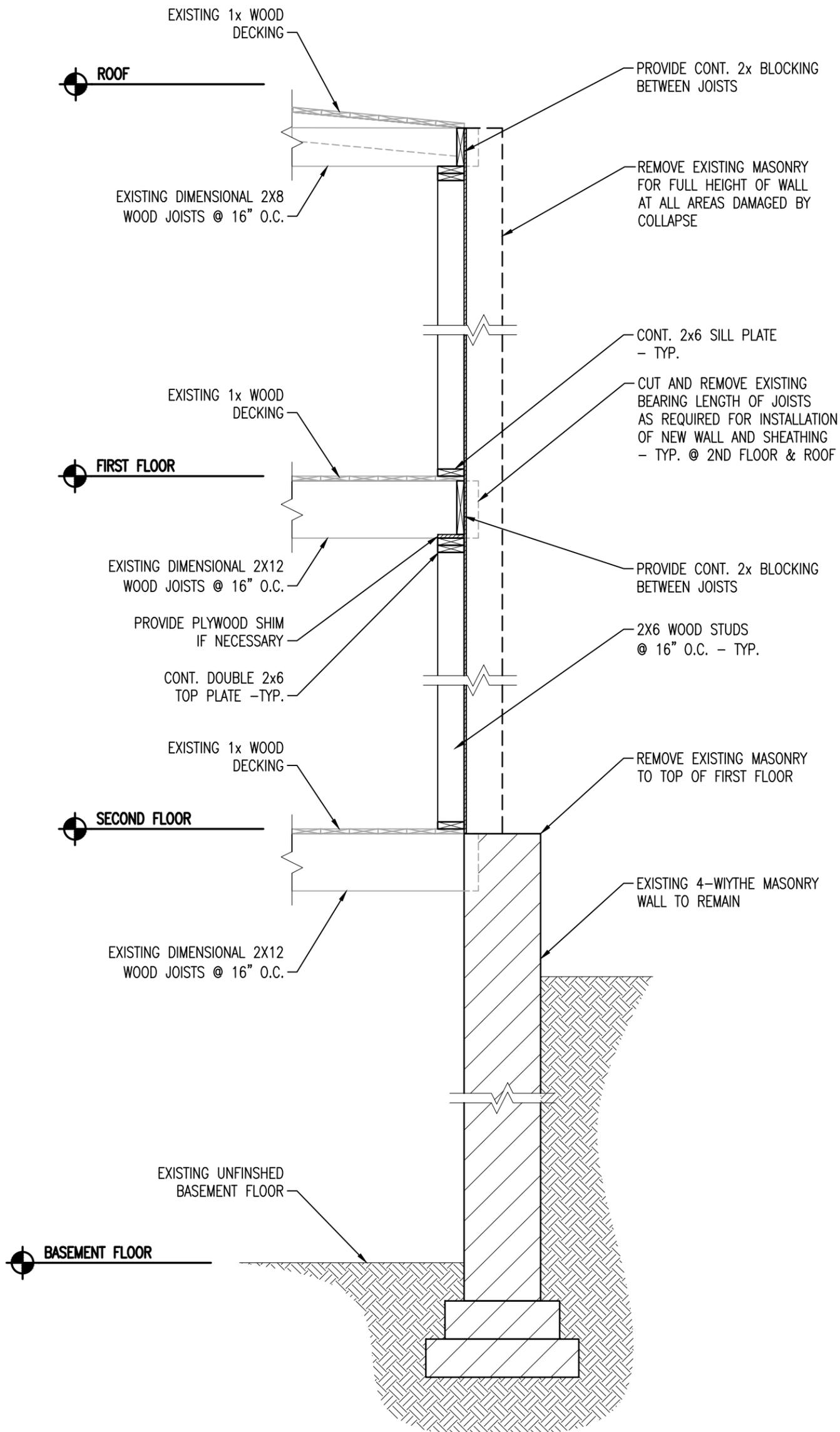
DRAWN: OJL

SCALE: 1/2"=1'-0"

SHEET NO: S3-01

SHEET TITLE: TEMPORARY WOOD FRAMED SHORING AT WEST WALL

REF: N/A



Building Moving Revision

Revise 9-302 to read as follows:

9-302 Building Moving; Regulation.

It shall be unlawful for any person, firm, or corporation to move any building or structure within the Municipality or its zoning jurisdiction without a written permit to do so. Applications for moving permits shall be filed in writing with the Administrative Official, and shall disclose thereon the following information: Name of applicant, present location of the building or structure to be moved, legal description of the site to which it is proposed to move said building or structure, name of the owner of the site to which it is proposed to move said building or structure, the date or dates on which it is proposed to move said building or structure, and the route and streets upon which it is proposed to move said building or structure, a list of alterations, changes, improvements or repairs said applicant intends to make upon said building and structure, and such other information as the Administrative Official may require. Moving permits issued under this article shall be in writing, signed by the Administrative Official, and shall state the duration of validity and the route over which such buildings or structures may be moved.

9-303: Change fee from \$25 to \$70.

BUILDING REGULATIONS

§9-301

Article 3. Building Moving

§9-302

§9-301 BUILDING MOVING; DEFINITIONS. For the purpose of this Article the word "building" shall be construed to mean a house for business, residence or public use or for the shelter of man or beast or for the storage or display of goods, wares and merchandise for sale; or any erection connected with the temporary or permanent use of man; any fixture or article of a chattel nature which can be severed from the land after having been attached to it.

The word "structure" shall be construed to mean any production or piece of work artificially built up or composed of parts joined together in some definite manner and not necessarily affixed to the land although resting upon it and capable of being moved from one place to another. The word "building" shall be construed to include in its meaning parts of buildings.

§9-302 BUILDING MOVING; REGULATION. It shall be unlawful for any person, firm, or corporation to move any building or structure within the Municipality or its zoning jurisdiction without a written permit to do so. Applications for moving permits shall be filed in writing with the Administrative Official, and shall disclose thereon the following information: Name of the applicant, present location of the building or structure to be moved, legal description of the site to which it is proposed to move said building or structure, name of owner of said building or structure, name of the owner of the site to which it is proposed to move said building or structure, name and address of the person the applicant intends to hire or has employed to move said building or structure, the date or dates on which it is proposed to move said building or structure, and the route and streets upon which it is proposed to move said building or structure, a list of alterations, changes, improvements or repairs said applicant intends to make upon said building and structure, and such other information as the ~~council~~ may require. ~~Upon filing such application, the Administrative Official shall cause a notice to be published in one (1) issue of a legal newspaper printed and published in the City, giving public notice that such application has been filed and that the same will be considered by the Council at a time and place therein specified, which shall be not less than seven (7) days, after the publication of said notice, nor more than twenty-one (21) days, after the filing of said application. The publication fee for said notice shall be paid by the applicant,~~

AO →

~~and the amount thereof paid to the Administrative Official with the filing of said application. At the time and place stated in said notice, the Council shall consider said application, and the applicant shall be required to appear and present satisfactory evidence that said building or structure is not unsafe, unsound, hazardous, unsightly, dilapidated, vermin infested, and does not constitute a fire hazard, or a public or private nuisance. At said hearing any applicant may be represented by legal counsel, and any interested person or persons may appear in person or by legal counsel and be heard. The Council may grant or deny said application as filed, or may grant said application on condition, in which event there shall be endorsed upon the application and permit, the following words: "Granted on Condition That", followed by a statement of all terms and conditions on which said application was granted. Moving permits issued under this Article shall be in writing signed by the Administrative Official and shall state the duration of validity and the route over which such buildings or structures may be moved.~~

§9-303 BUILDING MOVING; PERMIT FEE. Upon the approval of an application to move a building or structure, the applicant shall at the time the moving permit is issued, pay a license fee of twenty-five (20,00) (\$25.00) dollars, payable to the City, and collected by the Administrative Official and no other charge shall be made or assessed against said applicant by the City; provided, however, in the event it is necessary to disconnect, remove, lift, or shift any electrical lines or appurtenances of any other utilities or instrumentalities of said City to permit said building or structure to be moved, the applicant shall, in addition to said license fee, pay the actual cost of repairs or replacement, or in the event of any other damage to the City, the applicant will pay the actual amount thereof.

§9-304 BUILDING MOVING; BOND. Before any building or structure may be moved on a moving permit issued under this Article, the holder thereof shall file with the Administrative Official a good and sufficient bond in the penal sum of five thousand (\$5,000.00) dollars, with two (2) or more personal sureties, or one (1) corporate surety, conditioned for the payment of any damages sustained by any person and also any damages sustained by the City, resulting from the moving of any house, building or structure within the City. Any bond as specified in this Section may be sue upon for the recovery of any and all damages sustained by any individual or corporation, and also any damages

§9-304

Article 3. Building Moving

§9-305

sustained by the City, including amounts due the City under Section 9-303 hereof, by reason of the moving of any such building or structure.

§9-305 BUILDING MOVING; ADMINISTRATIVE OFFICIAL: That the Director of Public Works is hereby designated as the Administrative Official who shall be responsible for the administration of any application for Building Moving permits.
(Ord. 1525; 09/17/01)

Sendd

SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT

2631 "O" STREET
LINCOLN, NEBRASKA 68510-1398
TELEPHONE: (402) 475-2560
FAX: (402) 475-2794
e-mail: dtaladay@sendd.org

www.sendd.org

P.O. BOX 308
HUMBOLDT, NE 68376
TELEPHONE: (402) 862-2201
FAX: (402) 862-2201

Memorandum

To: SENDD Membership Communities & Counties
From: David R. Taladay, Executive Director
Date: May 23, 2011
Re: Needs Assessment Survey

RECEIVED
MAY 25 2011
CITY CLERK'S OFFICE

Dear SENDD Member,

The mission of the Southeast Nebraska Development District (SENDSD) is to identify common problems, their solutions and to provide continuing support for efficient and effective government among its members. SENDSD staff is committed to providing continued services to our members.

To better identify the immediate needs in the district, we have developed the enclosed one-page survey questionnaire to help us analyze community and economic development needs in SENDSD's 15-County Membership area. Our goal as a development district is to assist our members in planning and identification of financial and technical assistance resources where resources are available.

We are requesting that each Municipality and County take a few minutes to complete and return the enclosed needs survey (one per local unit of government). The survey will be used to identify needs throughout the district. The survey is not intended to relay a message that we can meet all of your needs, however it is the first step in identifying what are the needs of each our members and to direct staff assistance where needs and resources match up. The survey is not intended to commit your community to any project. This is a first attempt to assess our membership's potential needs over the next few years.

It is an honor and a pleasure to serve the communities and counties in Southeast Nebraska. We appreciate your continued support and membership in the District, and we thank you in advance for taking the time to complete the enclosed needs assessment survey.

Respectfully,


David R. Taladay
Executive Director

Enclosure

Southeast Nebraska Development District (SEND) Community Needs Inventory



The Southeast Nebraska Development District (SEND) wants to know how we can better serve our members. Please complete the below survey to help us identify your immediate needs to better serve you.

City/Village/County Name _____ Phone _____

Person Completing Survey _____ Title _____

PLANNING

Check any of the below Planning activities your Village/City/County is interested in pursuing in the next three years?

- Community Needs Assessment
- Building Feasibility Study
- Comprehensive Development Plan
- Downtown Plan
- Housing Market Study
- Street Condition Study
- (PER) Engineering Study for Water/Wastewater
- NONE
- Other _____

HOUSING

Check any of the below Affordable Housing activities that your Village/City/County is interested in pursuing in the next three years?

- Down Payment Assistance
- Purchase Rehabilitation for Resale
- Rental Assistance
- Homeowner Occupied Rehabilitation
- New Construction (Owner)
- New Construction (Rental)
- NONE
- Other _____

INFRASTRUCTURE & FACILITIES

Check any of the below Infrastructure & Facilities activities that your Village/City/County is interested in pursuing in the next three years?

- Senior Center
- Community Center
- Daycare Center
- Library
- Water Wells
- Waste Water Treatment Facility
- Street Improvement (Paving, Stormwater/Drainage)
- Trails
- Park Improvement
- Fire Hall
- Emergency Equipment (Fire Truck)
- Water Main Improvement/Extension
- Downtown Improvements
- Historic Preservation/Tourism
- NONE
- Other _____

ECONOMIC DEVELOPMENT

Check any of the below Economic Development activities that your Village/City/County is interested in pursuing in the next three years?

- Local Business Financing Sources
- LB840 Local Option for Municipal Tax
- Business Planning and Consultation
- Tax Increment Financing (TIF)
- NONE
- Other _____

**RETURN SURVEY: SEND 2361 'O' Street, Lincoln, NE 683510
Email: ebausch@sendd.org or FAX to 402-475-2794**

June 7, 2011

Name	Address	Yr Appointed	Term Expires	Board	Term	Ward
Reappointments						
Harold Jones	1018 Jasmine Ave	1973	4/1/2014	Planning Commission	3	ETZ
David Hansen -CP	1220 Crestline Dr	2002	4/1/2014	Planning Commission	3	3
Ron Dittmer	1865 Timothy Circle	1993	4/1/2014	Planning Commission	3	3
William Ficke	230 Cedar Road	1974	4/1/2014	Planning Commission	3	1
Phyllis Kohl	125 Country Club Ln	1997	5/1/2016	Civil Service Commission	5	1
Sue Dawson	830 Iris Ave	2009	6/1/2014	Cemetery	3	1
Anita Lampila	200 Cedar Rd	2005	6/1/2016	Housing Authority	5	1
Brent Braunberger	1440 Doane Drive	2008	6/1/2014	Park & Recreation Board	3	3
Darin Sherman	405 Juniper Ave	2008	6/1/2014	Park & Recreation Board	3	2
Jerri Van Horn	730 Goldenrod Ct	2008	6/1/2014	Park & Recreation Board	3	1
Vacancies						
Craig Snyder - Alternate	2100 East 13 th St	2011	11/1/2013	Board of Adjustment	3	ETZ
	<i>Ken Marvin</i>	2011	5/1/2014	Civil Service Commission	5	
	<i>Ken Barth</i>	2011	6/1/2014	Cemetery	3	
Richard Strain	1705 Kingwood Ave	2011	6/1/2013	Cemetery	3	2
	<i>Zoraida Ramo</i>	2011	6/1/2013	Park & Recreation Board	3	

ORDINANCE NO. 1785

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA, PERTAINING TO THE VACATION OF WEST TOWER ROAD DESCRIBED AS THE WEST 50 FEET OF LOT 5, CRETE INDUSTRIAL PARK SUBDIVISION, CRETE, SALINE COUNTY, NEBRASKA; PROVIDING THAT THE PROPERTY SHALL REMAIN THE PROPERTY OF THE CITY OF CRETE, DIRECTING THAT THE PROPERTY BE SOLD, AND THAT NOTICE OF THE SALE BE GIVEN AS REQUIRED BY LAW AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That West Tower Road described as the West 50 feet of Lot 5, Crete Industrial Park Subdivision, Crete, Saline County, Nebraska, previously dedicated to the public at Book 55, Page 540 of the records of the Register of Deeds of Saline County, Nebraska, be and the same is hereby vacated.

Section 2. That pursuant to Section 16-611 R.R.S. of Nebraska, the ownership of the vacated Street shall be and remain the property of the City of Crete, and that the City of Crete will offer the property for sale for the sum of \$1,200.00, for cash payment upon delivery of deed.

Section 3. That the City Clerk shall cause the notice of such sale and terms and conditions thereof to be published for three consecutive weeks in a legal newspaper published in or of general circulation in the City of Crete and that if a remonstrance against such sale is signed by registered voters of the city equal in number to thirty percent of the registered voters of the City voting at the last regular municipal election and is filed within thirty days after the passage and publication of this ordinance the governing body that this property shall not now be sold nor be sold within one year thereafter.

Section 4. That Ordinance No. 1782 and all other ordinances and parts of ordinances in conflict herewith are hereby repealed

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

PASSED AND APPROVED this 7th day of June, 2011.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

NOTICE OF SALE OF REAL ESTATE

Notice is hereby given that the following property is being sold by the City of Crete, to John Mardock, pursuant to law, to-wit:

West Tower Road described as the West 50 feet of Lot 5, Crete Industrial Park Subdivision, Crete, Saline County, Nebraska, previously dedicated to the public at Book 55, Page 540 of the records of the Register of Deeds of Saline County, Nebraska

Terms of sale: Purchase Price is \$1,200.00, which will be paid by the Purchaser within 30 days of the approval of the sale and delivery of the City's Quit Claim Deed, to purchaser.

Pursuant to Nebraska Revised Statute section 16-202, if a remonstrance against such sale, signed by registered voters thereof equal in number to thirty percent of the registered voters of the City voting at the last regular municipal election held in the City of Crete is filed with the governing body of the City of Crete on or before June 21, 2011 in the office of the City Clerk, 243 E. 13th Street, Crete, Nebraska, said land shall not be sold, nor within one year hereafter, sold.

/s/ JERRY WILCOX, CMC.
City Clerk-Treasurer

Publish 3 consecutive weeks
June 15, 22, 29, 2011

RESOLUTION 2011-10

WHEREAS, the City of Crete, Nebraska, desires to adopt a personnel policy concerning medical records to properly maintain the confidentiality of employee medical records and to restrict access to any employee records in compliance with the Federal and State Law, and

WHEREAS, the attached City of Crete personnel policy #203, which is attached hereto and incorporated herein by reference, has been reviewed by the Mayor and City Council and has been approved for adoption by the City of Crete for proper care of and access to employee medical records,

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

That the City hereby adopts and approves the City Of Crete Personnel Policy #203 and directs that it be made part of the Employee Policy of the City of Crete, Nebraska.

Dated this 7th day of June 2011

MAYOR

ATTEST:

CITY CLERK

(SEAL)

2011 MONTHLY BUILDING PERMIT LOG

May 2011 Building Permit Log Summary

TYPE OF PERMIT	PERMIT ID	OWNER NAME	CONTRACTOR	FEE	DATE	COST	PROJECT DESCRIPTION	ADDRESS OF PROJECT
Building	B11-28	Bungee Milling	Fall Protection Syst.	\$ 363.96	5/2/2011	\$ 68,939.00	Rail car fall protection system.	1405 Norman
Building	B11-29	Randy Younger	Self	\$ 27.00	5/2/2011	\$ 700.00	8 x 10 rear yard deck.	627 Briar
Building	B11-30	Marcus Gillespie	Self	\$ 27.00	5/2/2011	\$ 100.00	Placement of old shed on property.	1835 Arthur
Building	B11-31	George Skuodas	Self	\$ 48.00	5/4/2011	\$ 2,400.00	Deck and shed in rear yard.	431 East 11th.
Building	B11-32	Duane Kuebler	Burda Constr.	\$ 95.08	5/9/2011	\$ 16,150.00	Living room addition	1425 East 16th
Building	B11-33	Marty Urbanek	Self	\$ 27.00	5/12/2011	\$ 1,500.00	Deck addition.	1840 Arthur Drive
Building	B11-34	Doane College	Hawkins	\$ 6,647.37	5/12/2011	\$ 4,191,290.00	Smith Hall Remodel	1014 Boswell Ave.
Building	B11-35	Vandelay Investments	Self	\$ 541.88	5/17/2011	\$ 140,000.00	New Residential Duplex	1020 & 1022 Forest
Building	B11-36	Wanek Development	Crete Lumber Co.	\$ 69.40	5/19/2011	\$ 10,000.00	Bathroom Remodel	1100 Main - Union Bank
Building	B11-37	Crete Public Schools	Hornbacher moving	\$ -	5/19/2011	\$ -	Modular Classroom Move- in.	10th & Juniper
Building	B11-38	Roger Miller	Krupicka	\$ 27.00	5/20/2011	\$ 500.00	Front porch renovation.	1329 Juniper
Building	B11-39	Crete Area Med. Ctr.	Brester	\$ 133.60	5/24/2011	\$ 25,000.00	Chapel Remodel	2910 Betten Drive
Plumbing	P11-10	Thad Sears	Pribyl	\$ 37.50	5/4/2011		New Residence	2025 Fairway Drive
Plumbing	P11-11	Brian Harms	CLFS	\$ 37.50	5/5/2011		New Residence	2110 Dawn Drive
Plumbing	P11-12	Doane College	Waldinger Corp.	\$ 856.00	5/20/2011	\$ 300,000.00	Smith Hall Renovation	1014 Boswell
Plumbing	P11-13	Denis Kalkwarf	Milford P&H	\$ 26.75	5/27/2011		Water Heater Replacement	840 Summit Ct.
Mechanical	M11-3	Brian Harms	CLFS	\$ 37.50	5/5/2011		New Residence	2110 Dawn Dr.
Mechanical	M11-4	Doane College	Waldinger Corp.	\$ 1,284.00	5/20/2011		Smith Hall Renovation	1014 Boswell
Mechanical	M11-5	Lynda Filipi	Drake Refrigeration	\$ 21.50	5/20/2010		Furnace replacement	1119 Pine
Mechanical	M11-6	Roger Kramer	Milford AC	\$ 43.00	5/23/2011		Furnace and AC Replacement	549 Briar
Fence	F11-6	Kirk Keller	Self	\$ 16.00	5/3/2011		Pool Fence enclosure	1211 Grove
Fence	F11-7	Sonja Akeson	Self	\$ 16.00	5/11/2011		Side yard Fence	610 East 12th
Fence	F11-8	Jim Germer	American Fence	\$ 16.00	5/17/2011		Side yard Fence	814 East 13th
Fence	F11-9	Jim Wissenburg	Self	\$ 16.00	5/23/2011		Side yard Fence	1820 Norman
Sign	S11-3	Sapp Bros. Petroleum	Rose City	\$ 70.00	5/2/2011		Pole Sign Remodel	1305 Linden
Sign	S11-4	Crete Holdings LLC	Omaha Neon	\$ 27.00	5/24/2011		Wall Sign	2455 East Hwy 33
Sign	S11-5	Crete Holdings LLC	Omaha Neon	\$ 27.00	5/24/2011		Wall Sign	2455 East Hwy 33
Sign	S11-6	Crete Holdings LLC	Omaha Neon	\$ 27.00	5/24/2011		Wall Sign	2455 East Hwy 33
Sign	S11-7	Crete Holdings LLC	Omaha Neon	\$ 27.00	5/24/2011		Wall Sign	2455 East Hwy 33
Sign	S11-8	Crete Holdings LLC	Omaha Neon	\$ 54.00	5/24/2011		Monument ground sign	2455 East Hwy 33
Well	W11-1	Dave Muff	Dick Syskal Drilling	\$ 50.00	5/10/2011		Irrigation Well	375 County Road 2250
Moving	M11-2	Crete Public Schools	Hornbacher's	\$ -	5/16/2011		Modular Classroom Move.	10th & Juniper
Plumber's Registration		Kurt Sander		\$ 90.00	5/20/2011		Plumber's License	
TOTAL FOR MONTH=				\$ 10,787.04				
Curb Cut - Street Dept.	CC11-5	PBS Aircraft Co.	City	\$ 85.00	5/26/2011		10' Curb removal for new parking lot accs.	204 East 11th



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ECONOMIC DEVELOPMENT

301 Centennial Mall South
P.O. Box 94666
Lincoln, Nebraska 68509-4666 USA

Phone (402) 471-3111
Toll Free (800) 426-6505
Fax (402) 471-3778
Statewide Relay (800) 833-0920 (voice)
www.neded.org

RECEIVED

MAY 24 2011

CITY CLERK'S OFFICE

May 20, 2011

Roger Foster, Mayor
City of Crete, Nebraska
PO Box 86
Crete, NE 68333

RE: CDBG #10-ED-011, Crete NOVEL Chemical Solutions
Notice of Release of Funds

Dear Mayor Foster:

This letter notifies you the Department has determined all conditions required (by the award contract) for release of CDBG funds have been satisfied. The contract specifies an aggregate draw down limit of \$237,000 and provides certain activity-specific limitations to draw downs.

With this Release of Funds stage achieved, you may now obligate and request funds pursuant to the requirements of the contract (and any Memorandum of Understanding incorporated with the contract) which govern the required supporting documentation for draw downs.

CDBG funds may be drawn down by downloading the Request for Funds Form off Community and Rural Development's Web site. If you are unable to download the form you may request a copy of the Request for Funds Form from our office. Only one original signed copy of the request form is now required.

If you have any questions regarding this information contact Melissa Trueblood at (402) 471-2840, or by email at melissa.trueblood@nebraska.gov. Individuals, who are hearing and/or speech impaired and have a TDD, may contact the Department through the Statewide Relay System by calling (800) 833-7352 (TDD) or (800) 833-0902 (voice). The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3119.

Sincerely,

Steve Charleston
CDBG Program Manager
Community and Rural Development Division

Copy: Jerry Wilcox, Clerk
Craig Eberle, Certified Administrator
Jennifer Long, DED
CDBG File 10-ED-016

CITY OF CRETE, NEBRASKA
Planning Commission
May 23, 2011

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting also given to the board members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska, in the back of the Council Chambers. Additional copies are available to read. The board may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

The meeting was called to order by Ryan Jindra. Members present were Ryan Jindra, Janet Bonneau, Shirley Siedhoff, Harold Jones, Scott Kuncl and Ron Dittmer. Absent were Sharon Scusa, Dave Hanson and Bill Ficke. Also present Building Inspector Ray Sueper, Blaine Spanjer, Ray Smelich and Norm Plouzek.

1. Approve Minutes of April 18, 2011 Meeting

A motion was made by Kuncl and seconded by Jones to approve the minutes of April 18, 2011 as written. Voting yes: Bonneau, Siedhoff, Jones, Kuncl, Dittmer and Jindra. Voting no: none. Absent: Scusa, Hanson and Ficke.

2. Plouzek zoning change request

Norm Plouzek came before the Commission to ask that his property zoning at 2315 Boswell Ave. (Lots 1-6, Block 43) be changed from R5 to I1. After some discussion Siedhoff made a motion that was seconded by Bonneau to set the public hearing for the zoning request on June 27, 2011 at 7:05 p.m. Voting yes were Bonneau, Siedhoff, Jones, Kuncl, Dittmer and Jindra. Voting no: none. Absent: Scusa, Hanson and Ficke.

Member Sharon Scusa arrives.

4. Airport zoning administration

Sueper reported there is a color coded zoning map and a 150 feet maximum height ring at 3 miles out pertaining to the airport. After some discussion Kuncl made a motion to set the public hearing for June 27, 2011 at 7:15 p.m. This was seconded by Jones. Voting yes: Bonneau, Siedhoff, Scusa, Jones, Kuncl, Dittmer and Jindra. Voting no: none. Absent: Hanson and Ficke.

3. 2009 IPMC discussion

Ray Sueper reviewed proposed updates to the IPMC, answering questions from the commissioners. A motion was made by Bonneau, seconded by Siedhoff to set the public hearing for June 27, 2011 at 7:25 p.m. Voting yes: Bonneau, Siedhoff, Scusa, Jones, Kuncl, Dittmer and Jindra. Voting no: none. Absent: Hanson and Ficke.

5. Discuss request for appropriations for future plan update.

It was felt there may be a need to set aside \$3,000-\$4,000 per year for future revisions to the comprehensive plan. Bonneau made a motion, seconded by Dittmer to table the discussion until the next meeting. Voting yes: Bonneau, Siedhoff, Scusa, Jones, Kuncl, Dittmer and Jindra. Voting no: none. Absent: Hanson and Ficke.

Meeting adjourned.

Recorded by Jera Novak

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the **Planning Commission** of the City of Crete, Nebraska, will hold a hearing on **June 27, 2011 at 7:05 p.m.** at the City Hall located at 243 East 13th Street, Crete, Nebraska, to hear testimony in favor of and in opposition to and to answer questions in relation to the following proposed Zoning District change.

**Lots 1-6, Block 43, Crete, Saline County, Nebraska
2315 Boswell Avenue**

R-5 Mixed Residential to I-1 Light Industrial

The Planning Commission will conduct a regular session after the hearing to take action as needed. The agenda for the meeting is on file at the City Clerk's Office. Said meeting will be open to the public.

Jerry L. Wilcox, CMC
City Clerk-Treasurer

Publish 1 time **June 15, 2011**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the **Planning Commission** of the City of Crete, Nebraska, will hold a hearing on **June 27, 2011 at 7:15 p.m.** at the City Hall located at 243 East 13th Street, Crete, Nebraska, to hear testimony in favor of and in opposition to and to answer questions in relation to the following proposed Zoning Regulation change.

Addition of Airport Zoning Regulations

The Planning Commission will conduct a regular session after the hearing to take action as needed. The agenda for the meeting is on file at the City Clerk's Office. Said meeting will be open to the public.

Jerry L. Wilcox, CMC
City Clerk-Treasurer

Publish 1 time **June 15, 2011**

NOTICE OF PUBLIC HEARING

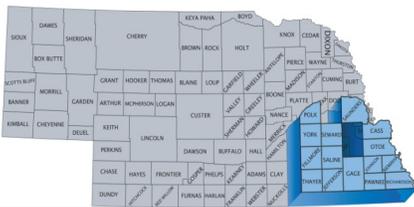
NOTICE IS HEREBY GIVEN that the **Planning Commission** of the City of Crete, Nebraska, will hold a hearing on **June 27, 2011 at 7:25 p.m.** at the City Hall located at 243 East 13th Street, Crete, Nebraska, to hear testimony in favor of and in opposition to and to answer questions in relation to the following proposed Zoning Regulation change.

Amending International Property Maintenance Code (IPMC)

The Planning Commission will conduct a regular session after the hearing to take action as needed. The agenda for the meeting is on file at the City Clerk's Office. Said meeting will be open to the public.

Jerry L. Wilcox, CMC
City Clerk-Treasurer

Publish 1 time **June 15, 2011**



Southeast Nebraska Development District

Plattsmouth "Honor the Past, Plan for the Future"

Plattsmouth is one of Nebraska's oldest cities. Plattsmouth was founded in 1854 at the confluence of the Missouri and Platte rivers. The Lewis and Clark Corps of Discovery passed the mouth of the Platte River, just north of what is now Main Street Plattsmouth on July 21, 1804. Plattsmouth, as the county seat for Cass County, is home to a Romanesque-style Courthouse built in 1891. The City has 45 buildings listed on the national register including the Fitzgerald Building. In 2010 this building re-opened as a nineteen room hotel and in the future will include a new lounge and restaurant.

Plattsmouth, an Economic Development Certified Community, has partnered with numerous groups to accomplish many goals. Some of these groups include: Plattsmouth Chamber of Commerce, Nebraska Public Power District, Cass County Nebraska Economic Development Corporation, Black Hills Energy, and the Greater Omaha Chamber of Commerce. The Main Street Association is dedicated to preservation of the Historic downtown and has been instrumental in the continual progress of the downtown revitalization project. Plattsmouth has been awarded many Community Development Block Grants ranging in activities

from home owner occupied rehabilitation, job creation/retention, business recruitment and downtown revitalization.

Quality of life in Plattsmouth has consistently been a priority as Plattsmouth continues to plan for future generations. Plattsmouth Public Library, founded as a Carnegie Corporation Library in

other seasonal activities are well attended. Held continuously for 80 years, the Kass County King Korn Carnival draws thousands of people each September. Other festivals include: "Cruisin' Main," where car enthusiasts come from four counties to the Show 'n Shine Car Show; and the popular horse-drawn carriage rides and live reindeer at



Plattsmouth awarded the Governor's Showcase Community Award on April 26, 2011. Governor Dave Heineman presents Mayor R. Paul Lambert and representatives from Plattsmouth the Award.

1916, rivals larger libraries with its impressive book circulation, video and computer technology and hands-on reading programs for the whole family. The community has seven park and recreational facilities featuring a water park, aquatic center, skate park, ball fields, fishing pond and a historic 1913 Burlington Caboose.

The community calendar is filled with annual festivals that bring the visitor a variety of exceptional entertainment. Band concerts, fun runs, historic heritage events and

"Hometown Holidays." A mixture of antique stores and niche shops in Plattsmouth await the shopper.

Plattsmouth is in the midst of a major downtown revitalization project. With the Clean Water Act Combined Sewer Overflow federal mandate, (and compliance required by 2015), the City turned this potential problem into an opportunity. This mandate required a project in Plattsmouth to separate storm and sanitary sewers in the downtown area.

CONTINUE ON PAGE 2

**MAY 2011
NEWSLETTER**



STAFF

Dave Taladay
Executive Director
dtaladay@sendd.org

Sharon Taylor
Fiscal Officer
staylor@sendd.org

Ben Volz
Housing Rehab Specialist
bvolz@sendd.org

Brian Bashore
Housing Rehab Specialist
bbashore@sendd.org

Jim Warrelmann
Housing Rehab Specialist
jwarrelmann@sendd.org

John Trouba
Development Specialist
jtrouba@sendd.org

Craig Eberle
Business Loan Officer
ceberle@sendd.org

Jen Olds
Development Specialist
jolds@sendd.org

Emily Bausch
Development Specialist
ebausch@sendd.org

Lincoln Office
2631 "O" Street
Lincoln, NE 68510-1398
Phone 402-475-2560
Fax 402-475-2794

Kevin Burnison
Development Specialist
senddhumboldt@windstream.net

Crystal Dunekacke
Development Specialist
senddcystal@windstream.net

Humboldt Office
P.O. Box 308
Humboldt, NE 68376
Phone 402-862-2201
Fax 402-862-2201

www.sendd.org



Continued from page 1

The streets, alleys, and sidewalks need to be torn up for the sewer separation project, so community leaders took advantage of the opportunity for a redesign of the entire Historic District streetscape. Fundamental to the final Downtown design was the need to create a more vibrant and pedestrian-friendly environment, while maintaining sensitivity to Main Street's designation as a Historic District. The new design includes ornamental period energy-efficient LED lighting, landscaping, widened sidewalks with benches and ornamental clay pavers, corner nodes for landscaping, spaces for public art, traffic calming, and an outdoor entertainment plaza. For more information on Plattsmouth visit plattsmouth.org

Plattsmouth's Historic Downtown is a vibrant part of the community. Plattsmouth has many thriving businesses including a local favorite: Stan's Bakery at 126 South 6th Street.

SENDD WELCOMES NEW HOUSING TEAM MEMBERS BRIAN BASHORE & JIM WARRELMANN

The Southeast Nebraska Development District (SENDD) is excited to announce Brian Bashore & Jim Warrelmann as their newest team members.

Brian recently accepted a position with SENDD as a Housing Specialist out of the Lincoln Office. Brian's experience includes the successful creation of a custom home business, as well as a financial services business in Lincoln. In addition Brian serves as a member of the US Naval Construction Force, where he implemented new building specs and bills of material during Operation Iraqi freedom. His experience in the construction and finance fields will be valuable as he works with Counties and communities in SENDD's 15-County service area in Southeast Nebraska. Brian and his wife Kimberly reside in

Milford, Nebraska. Brian is a Nebraska native, growing up in the Malcolm area. His volunteer activities include membership on the Milford Volunteer Fire and Rescue Department as well as serving on several local and state boards/associations. Brian can be reached by email at bbashore@sendd.org or by phone at 402-475-2560.

Jim recently accepted a position with SENDD as a Housing Specialist out of the Lincoln Office. Jim's experience includes the successful ownership and management of a construction and home renovation company, as well as client support analyst for a national marketing company in Lincoln. His experience in the construction and client support fields will be valuable as he works with Counties and communities in

SENDD's 15-County service area. Jim, his wife Deb and two children reside in Malcolm, Nebraska. Jim grew up in Geneva, Nebraska. His volunteer activities include developing and participating in several local youth sports and charity organizations as well as serving on local school activity boards and associations. Jim can be reached by email at jwarrelmann@sendd.org or by phone at 402-475-2560.

Brian & Jim will both work in conjunction with other SENDD Staff to assist communities with project development, Housing Rehabilitation Management, Homebuyer assistance, Community Development Block Grant (CDBG) administration, and provide assistance with application intake for various community housing programs.

Plan to Attend the: **4th Annual Seward County Business Fair**

June 16, 2011

Seward Civic Center—Lower Level 11:00 a.m.—6:00p.m.

For more information visit: www.SewardCountyBusinessFair.com Or contact Craig Eberle ceberle@sendd.org

Local Elected Officials Training JUNE 7, 2011

You've been elected, appointed or hired, but do you "Know your Role" in the government process? Local elected officials, city administrators, clerks and volunteers from Villages, Cities and Counties in SE Nebraska are invited to attend a FREE 4-hour training geared toward the Local Elected Officials role in municipal and county government.

The event will take place at the Wheeler Inn, Auburn Nebraska from 1:00 p.m. to 5:00 p.m. on June 7, 2011. There is no cost to attend the workshop, however registration is required to save your seat as space is limited.

This program is being hosted by the Southeast Nebraska Resource Network (SERN), a group of development resource and service providers interested in the betterment of Southeast Nebraska. Elected Officials Training has been identified as a need in SE Nebraska from survey results conducted in an eight county area by the Five Rivers RC&D. SERN includes the following Nebraska Counties and their municipalities: Butler, Cass, Fillmore, Gage, Jefferson, Johnson, Lancaster, Nemaha, Otoe, Pawnee, Polk, Richardson, Saline, Saunders, Seward, Thayer, and York.

For more information or to receive a registration flyer, contact Jen Olds at the Southeast Nebraska Development District, 402-475-2560 or jolds@sendd.org. Registration is also located online at: www.sendd.org.

ENCLOSED IS YOUR 2011 NOTICE OF VALUATION CHANGE

YOUR VALUATION HAS CHANGED FOR ONE OR MORE OF THE
FOLLOWING REASONS:

3. Building permits or other reported changed. This includes, but is not limited to new construction, additions, alterations, remodeling, updating or tearing down buildings.
4. In order to be in compliance with the State of Nebraska's required Levels of Assessment, the following adjustments were made:
 - a. Residential:
 - DeWitt Village: decreased the improvements/buildings 10%
 - Wilber City: increased the improvements/buildings 4%
 - Friend City: decreased the improvements/buildings 4%
 - Completed a reappraisal of Rural Residential Properties
 - Realigned acreage/farm site areas
 - b. Agricultural:
 - Changed land values by classification and sales using the sale dates of 07/01/2007 through 06/31/2010.
 - c. Commercial:
 - Completed a review of Dorchester, Friend, Western and Wilber properties

SALES USED FOR SETTING 2011 AGLAND VALUES AREA 1

			<u>Parcel #</u>	<u>Sale Date</u>	<u>Seller</u>	<u>Buyer</u>	<u>Sec- Twn- Rng</u>	<u>Sale Price</u>	<u># Acres</u>	<u>Price per acre</u>	<u>Irrg</u>	<u>Dry</u>	<u>Grass</u>	<u>Tree</u>	<u>Rd</u>	<u>Site / Other</u>
1	357	229	760146384	07/12/07	Pomajzl	Rezny	17-6-3	\$245,700	108.22	\$1,616		90.17	16.05		2	
2	358	267	760145921	08/28/07	Neuman	Duba	21-6-4	\$243,800	70.58	\$3,545	51.06	16	0.52	3		
3	359	614	760082332	11/15/07	Beckler	Hayek	13-6-2	\$608,000	233.15	\$1,956		217.24		11.91	4	
			760079943		with above sale		18-6-3									
4	360	91	760146425	12/26/07	Janda	Easley	16-7-2	\$102,000	79.36	\$1,285		27.51	51.85			
5	360	881	760146442	02/20/08	Vosoba	Schwisow	8-5-2	\$140,000	81.24	\$1,723		71.87	8.37		1	
6	360	891	760094039	02/20/08	Vosoba	Orf	17-5-2	\$50,000	40.76	\$1,227		11.76	27		2	
7	360	901	760093253	02/20/08	Vosoba	Schwisow	8-5-2	\$47,500	36.88	\$1,288		26.56	8.32		2	
8	360	913	760146443	02/20/08	Vosoba	Orf	8-5-2	\$50,000	40.97	\$1,220		14.24	5.73	20	1	
9	363	181	760085218	05/19/08	Marschman	Hayek	13-6-1	\$281,600	161.97	\$1,739		118.97	38		4	1 (w)
10	364	631	760146487	07/10/08	Placek	Pesek	24-5-2	\$98,000	69.28	\$1,415		35.57	32.13		1.58	
11	365	782	760081263	11/24/08	Truka	Karl	34-6-3	\$244,488	80.16	\$3,050		74.1	1	2.5	2.56	
12	366	14	760082251	12/12/08	Fintel	Hayek	12-6-2	\$182,000	80.61	\$2,258		71.21	5	1.4	3	
13	366	79	760069271	12/18/08	Becker	Krupicka	5-7-2	\$272,000	159.09	\$1,710		64	61.59	31.5	2	
14	366	177	760074380	11/20/08	Thompson	Vales	1-6-4	\$136,000	78.23	\$1,738		74.23	3		1	
15	367	320	760146506	01/24/09	Mohlman	Andelt	24-7-4	\$286,154	130.4	\$2,194		74.27	52.82		3.31	
16	371	243	760084157	08/28/09	Klasek	Tachovsky	36-6-2	\$267,000	120.84	\$2,209		82.84	36		1	1 (s)
17	371	407	760080267	10/15/09	Houser	Korinek	23-6-3	\$258,000	81.8	\$3,154		80.8			1	
18	371	419	760080224	10/16/09	Houser	Kapke	22-6-3	\$390,225	120.21	\$3,246		116.71			3.5	
19	372	421	760072973	12/01/09	Hyde	Weber	23-7-1	\$180,000	79.91	\$2,253		51	25.91		3	
20	372	658	760070121	12/16/09	Schluter	Spohn	18-7-2	\$301,550	162.99	\$1,850		144.67	14.32		4	
			760070113		with above sale		18-7-2									
21	372	861	760146555	12/29/09	Wanek	Hayek	15-6-1	\$68,917	40.92	\$1,684		39.33	0.64		0.95	
22	374	338	760064628	03/05/10	Pomajzl	Skleba	24-7-4	\$151,000	79.87	\$1,891		44	32.87		3	
23	375	760	760146584	06/01/10	Stewart	Bartels	15-5-1	\$131,000	79.27	\$1,653		74.24	2.64	2.39		

SALES USED FOR SETTING 2011 AGLAND VALUES AREA 2

			Parcel #	Sale Date	Seller	Buyer	Sec- Twn- Rng	Sale Price	# Acres	Price per acre	Irrg	Dry	Grass	Tree	Rd	Site / Other
1	359	658	760088802	12/12/07	Wattjes	Runty	15-5-4	\$131,000	78.7	\$3,614	77.7				1	
2	362	621	760089337	05/15/08	Wergin	Katz	2-5-3	\$432,600	160.23	\$2,699		156.23	1		2	1 (s)
3	366	844	760088675	02/18/09	Deke	Hayek	17-5-4	\$241,000	79.62	\$3,027	76.62				3	
4	372	660	760122822	12/14/09	Searcy	Weber	3-5-4	\$177,540	80.71	\$2,200		70.71	8		1	1 (s)
5	374	29	760087229	02/18/10	Kubovec	Pieper	8-5-4	\$130,000	80.19	\$1,621		36.19	43		1	
6	374	809	760086982	03/23/10	Kubovec	Pieper	4-5-4	\$60,000	38.95	\$1,540		23.38	5	6.57	1	3 (w)
7	375	338	760094896	05/12/10	Peterson	Homolka	28-5-2	\$300,000	240.04	\$1,249		144.87	34.37	30.64	2.98	27.18 (w)

SALES USED FOR SETTING 2011 AGLAND VALUES AREA 3

			Parcel #	Sale Date	Seller	Buyer	Sec- Twn- Rng	Sale Price	# Acres	Price per acre	Irrg	Dry	Grass	Tree	Rd	Site / Other
1	358	867	760146413	10/31/07	Hendrickson	Birkett	11-6-4	\$160,000	79.05	\$2,024	26.51	30.01		14.53		8 (w)
			760075042				10-6-4									
2	358	868	760075158	10/31/07	Hendrickson	Birkett	11-6-4	\$200,000	80.06	\$2,498	57.49	20.57			2	
3	359	415	760061823	11/21/07	Novak	Lawver	34-8-1	\$171,000	79.59	\$2,149	25	23	16	14.59	1	
4	359	653	760066108	11/26/07	Vajgrt	Hansen	5-7-3	\$282,000	81.75	\$3,450	75.75		1	2	3	
5	360	925	760060304	02/21/08	Branch	Pospisil	20-8-1	\$455,000	138.43	\$3,287	69.2	66.43			2.8	
6	361	618	760052638	03/27/08	McKim	Novak	3-8-3	\$198,810	77.36	\$2,570	58.66		3.13	11.04	2	2.53 (w)
7	362	159	760145768	04/25/08	Blatter	Beckler	25-8-1	\$16,000	7.92	\$2,020		7.92				
8	364	281	760048223	08/22/08	Kalkwarf	Ward	12-8-4	\$206,000	81.83	\$2,517		49	31.83		1	
9	365	286	760119473	10/24/08	Vavra	Patak	14-7-4	\$355,097	154.39	\$2,300		112.56	35.83		6	
10	368	791	760146492	04/23/09	Eurich	Kasl	28-8-2	\$818,958	156.74	\$5,231	141.6	12.77			1.92	.50 (s)
			760142920		with above sale		28-8-2									
			760055130		with above sale		28-8-2									
11	371	158	760131147	09/30/09	Bruns	Pavlish	15-8-3	\$270,000	61.81	\$4,368	46.4	14.41			1	
12	371	170	760140170	09/30/09	Bruns	Pavlish	15-8-3	\$380,000	80	\$4,750	79				1	
13	371	244	760074976	08/28/09	Klasek	Tenopir	9-6-4	\$316,000	80	\$3,950	68		11		1	
14	371	398	760057168	10/14/09	Stauffer	Weber	1-8-2	\$606,133	153.22	\$3,956	129.7	15.11		4.45	3.98	
15	373	477	760056382	12/12/09	McInay	Havlat	28-8-3	\$696,000	160.27	\$4,343	153		5.28		2	
			760056854		with above sale		35-8-3									
16	373	479	760146564	01/29/10	Johns	Frontier Dev	5-7-4	\$50,310	22.37	\$2,249	0.07	9.81	11.2	0.27	1.02	
17	373	480	760146566	01/29/10	Johns	Stehlik	5-7-4	\$316,400	94.85	\$3,336	70.92		23.13		0.8	
18	374	378	760146507	03/09/10	Krenk	Novak	5-7-4	\$483,000	149.9	\$3,222	135.2	2.74	8		4	
19	374	760	760057273	03/23/10	Gordon-Cornell	CSTS, LLC	3-8-2	\$671,000	160.78	\$4,173	134	19.5	3.32		4	
20	375	390	760061343	05/14/10	Cogswell	Milton	27-8-1	\$1,674,800	319.5	\$5,242	269	38.5			8	4 (s)
21	376	663	760050759	6/30/2010	Weidner	Nohavek	31-8-4 101	\$464,100	119.29	\$3,891		113.79	3		1.5	1 (s)

**REGULAR MEETING
Crete City Council
City Hall Council Chambers**

May 17, 2011

AGENDA ITEM 1 – OPEN MEETING

Mayor Roger Foster called the regular meeting of the City Council to order at 6:00 p.m. Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska, in the back of the Council Chambers. Additional copies are available to read. If one is needed during this meeting, please advise. As each agenda item is considered; if there are any questions concerning the agenda item, please advise. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Mayor Foster presided and City Clerk Jerry Wilcox recorded the minutes.

Those in attendance pledged allegiance to the flag.

AGENDA ITEM 2 - ROLL CALL (Attendance of the Council members will be recorded to determine the presence of a quorum for official actions.)

Answering roll call were the following council members: Jack Oelschlager, Chuck Vyhnalek, Dave Bauer, Dale Strehle, Tom Busboom and Travis Sears.

AGENDA ITEM 3 - PETITIONS-COMMUNICATIONS-CITIZEN CONCERN: (No action can be taken by the Council on matters presented under this title except to answer any question posed and/or to refer the matter for further action.)

AGENDA ITEM 4 - SPECIAL ORDER OF BUSINESS: (The Council may take action to hear testimony in favor of or in opposition to, discuss/limit discussion and take action to approve or disapprove any matter presented under this title.)

A. Special Claim

The City Clerk's office received a claim from Mrs. Emil Stehlik for \$179.00 to pay for damage done to her home during a welfare check done by the Police Department.

Council member Busboom made a motion to refer the matter to the City insurance carrier, LARM. The motion was seconded by Council member Vyhnalek. Voting aye: Oelschlager, Vyhnalek, Bauer, Strehle, Busboom, Sears. Voting no: None. Absent: None. Motion carried.

B. Letter to Senator Karpisek

Mayor Foster presented the City Council with a letter of support for legislation that would move Saline County into US House District 1 from District 3. The move would make the Representative more accessible to the citizens of Saline County.

Council member Busboom made a motion to approve the letter and send it to Senator Karpisek. The motion was seconded by Council member Sears. Voting aye: Oelschlager, Vyhnalek, Bauer, Strehle, Busboom, Sears. Voting no: None. Absent: None. Motion carried.

AGENDA ITEM 5 - RESOLUTIONS & ORDINANCES: (The Council may take action to hear testimony in favor of or opposition to, discuss/limit discussion and take action to approve or disapprove any matter presented under this title. The Council may take action to waive the statutory rule requiring reading on three separate dates on any ordinance being considered. The Council may take action to pass and approve any matter presented under this title.)

A. Ordinance 1781 – Swimming Pool Lease Purchase

Council member Busboom introduced Ordinance 1781 and moved that the statutory rule requiring reading on three days be suspended. The Clerk was directed to read the ordinance by title.

AN ORDINANCE OF CITY OF CRETE, NEBRASKA AUTHORIZING AND APPROVING A LEASE-PURCHASE TRANSACTION WITH BOKF, NATIONAL ASSOCIATION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REMODELING, RENOVATING, EQUIPPING AND FURNISHING THE CITY'S SWIMMING POOL AND RELATED FACILITIES; APPROVING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$1,200,000 PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION IN SUCH LEASE; FIXING IN PART AND PROVIDING FOR THE FIXING IN PART OF CERTAIN PROVISIONS OF THE LEASE; AND RELATED MATTERS.

Council member Bauer seconded the motion. Voting aye: Oelschlager, Vyhnaek, Bauer, Strehle, Busboom, Sears. Voting no: None. Absent: None. Motion carried.

The Clerk was directed to read the ordinance by title. Council member Bauer moved for final passage of Ordinance 1781. Council member Busboom seconded the motion. Voting aye: Oelschlager, Vyhnaek, Bauer, Strehle, Busboom, Sears. Voting no: None. Absent: None. Motion carried. Mayor Foster declared Ordinance 1781 as an ordinance of the City of Crete, Nebraska. The Clerk was directed to publish the ordinance.

B. Ordinance 1782 – Vacating West Tower Road

Council member Bauer introduced Ordinance 1782 and moved that the statutory rule requiring reading on three days be suspended. The Clerk was directed to read the ordinance by title.

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA, PERTAINING TO THE VACATION OF WEST TOWER ROAD BETWEEN THE SOUTHWEST CORNER OF LOT 5 AND THE SOUTHEAST CORNER OF LOT 6 AND THE NORTHWEST CORNER OF LOT 5 AND THE NORTHEAST CORNER OF LOT 6, CRETE INDUSTRIAL PARK SUBDIVISION, CRETE, SALINE COUNTY, NEBRASKA; PROVIDING THAT THE PROPERTY SHALL REMAIN THE PROPERTY OF THE CITY OF CRETE, DIRECTING THAT THE PROPERTY BE SOLD, AND THAT NOTICE OF THE SALE BE GIVEN AS REQUIRED BY LAW AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Council member Oelschlager seconded the motion. Voting aye: Oelschlager, Vyhnaek, Bauer, Strehle, Busboom, Sears. Voting no: None. Absent: None. Motion carried.

The Clerk was directed to read the ordinance by title. Council member Strehle moved for final passage of Ordinance 1782. Council member Bauer seconded the motion. Voting aye: Oelschlager, Vyhnaek, Bauer, Strehle, Busboom, Sears. Voting no: None. Absent: None. Motion carried. Mayor Foster declared Ordinance 1782 as an ordinance of the City of Crete, Nebraska. The Clerk was directed to publish the ordinance.

C. Resolution 2011-08 – CDBG Excessive Use of Force

Council member Busboom made a motion to introduce and approve Resolution 2011-08. The Clerk was directed to read the resolution by title.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA, that the following policy prohibiting excessive use of force against non-violent civil rights demonstrators is hereby adopted:

No member of any law enforcement agency under the jurisdiction of the City of Crete shall use excessive force against any individual engaged in non-violent civil rights demonstrations. Force shall be deemed excessive when the amount of force utilized under the circumstances is greater than that warranted. In determining

whether the amount of force utilized is warranted, the following factors shall be considered:

1. the need for the application of force;
2. the relationship between the need and the amount of force used;
3. the extent of the injury inflicted; and
4. whether force was applied in good faith, in an effort to maintain or restore order, or maliciously and sadistically for the purpose of causing harm.

The motion was seconded by Council member Bauer. Voting aye: Oelschlager, Vyhnalek, Bauer, Strehle, Busboom and Sears. Voting no: None. Absent: None. Motion carried.

D. Resolution 2011-09 – CDBG Fair Housing

Council member Bauer made a motion to introduce and approve Resolution 2011-09. The Clerk was directed to read the resolution by title.

BE IT RESOLVED BY THE CITY OF CRETE, NEBRASKA, THAT:

1. It shall be the policy of the Governing Body to oppose discriminating practices on the basis of race, color, religion, national origin, handicap, familial status or sex in the acquisition, ownership, possession or enjoyment of housing in accordance with the Nebraska Fair Housing Act and Article 1, Section 25, of the Constitution of the State of Nebraska; and

2. It shall be the policy of the Governing Body to assist aggrieved persons in filing complaints in regards to discriminatory housing practices by providing information on the Nebraska Fair Housing Act and the Nebraska Equal Opportunity Commission.

The motion was seconded by Council member Busboom. Voting aye: Oelschlager, Vyhnalek, Bauer, Strehle, Busboom and Sears. Voting no: None. Absent: None. Motion carried.

E. Ordinance 1780 – Council Meeting Time

Council member Bauer introduced Ordinance 1780 and moved that the statutory rule requiring reading on three days be suspended. The Clerk was directed to read the ordinance by title.

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA, TO AMEND CHAPTER 1, ARTICLE 6, SECTION 1-610; PERTAINING TO ADMINISTRATIVE; MEETINGS; GOVERNING BODY; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Council member Oelschlager seconded the motion. Voting aye: Oelschlager, Vyhnalek, Bauer, Strehle, Busboom, Sears. Voting no: None. Absent: None. Motion carried.

The Clerk was directed to read the ordinance by title. Council member Bauer moved for final passage of Ordinance 1780. Council member Oelschlager seconded the motion. Voting aye: Oelschlager, Vyhnalek, Bauer, Strehle, Busboom, Sears. Voting no: None. Absent: None. Motion carried. Mayor Foster declared Ordinance 1780 as an ordinance of the City of Crete, Nebraska. The Clerk was directed to publish the ordinance.

F. Ordinance 1783 – Council Meeting Time

Council member Bauer introduced Ordinance 1783 and moved that the statutory rule requiring reading on three days be suspended. The Clerk was directed to read the ordinance by title.

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA, TO AMEND CHAPTER 1, ARTICLE 6, SECTION 1-611; PERTAINING TO ADMINISTRATIVE; MEETINGS; DATE FALLING ON HOLIDAY; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith;

PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Council member Oelschlager seconded the motion. Voting aye: Oelschlager, Vyhnalek, Bauer, Strehle, Busboom, Sears. Voting no: None. Absent: None. Motion carried.

The Clerk was directed to read the ordinance by title. Council member Strehle moved for final passage of Ordinance 1783. Council member Bauer seconded the motion. Voting aye: Oelschlager, Vyhnalek, Bauer, Strehle, Busboom, Sears. Voting no: None. Absent: None. Motion carried. Mayor Foster declared Ordinance 1783 as an ordinance of the City of Crete, Nebraska. The Clerk was directed to publish the ordinance.

G. Ordinance 1784 – Council Meeting Time

Council member Bauer introduced Ordinance 1784 and moved that the statutory rule requiring reading on three days be suspended. The Clerk was directed to read the ordinance by title.

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA, TO AMEND CHAPTER 1, ARTICLE 6, SECTION 1-616; PERTAINING TO ADMINISTRATIVE; MEETINGS; REGULAR MEETINGS; PROVIDING FOR REPEAL OF ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Council member Vyhnalek seconded the motion. Voting aye: Oelschlager, Vyhnalek, Bauer, Strehle, Busboom, Sears. Voting no: None. Absent: None. Motion carried.

The Clerk was directed to read the ordinance by title. Council member Bauer moved for final passage of Ordinance 1784. Council member Strehle seconded the motion. Voting aye: Oelschlager, Vyhnalek, Bauer, Strehle, Busboom, Sears. Voting no: None. Absent: None. Motion carried. Mayor Foster declared Ordinance 1784 as an ordinance of the City of Crete, Nebraska. The Clerk was directed to publish the ordinance.

AGENDA ITEM 6 - OFFICERS' REPORTS: (The following listed reports may be given concerning current operations of the city. Questions may be asked and answered. No action can be taken by the Council on matters presented under this title except to answer any question posed and to refer the matter for further action.)

Library Director Lisa Olivigni presented the City Council with a calendar of events for the summer reading program which begins June 4th. There has been good financial support from the community for this program which allows for added activities.

Public Works Director Tom Ourada reported that: 1) The swimming pool would be filled in the next few days. 2) A load of gasoline was ordered a day later on a recommendation from the supplier to save on lower prices, the price dropped \$0.21 per gallon for a good savings. 3) Nearly 200 trees were given out in honor of Arbor Day. 4) The web site redesign will begin soon adding the capability to receive payments on line. 5) Sewer work is complete on East 13th Street with the water work beginning next. 6) Work on Iris Avenue will begin in the last half of June. 7) The railroad crossing on Main Avenue will be rebuilt later in May. 8) Engineer work is still needed before action can be taken on the collapsing building on West 13th Street. 9) The Public Works Committee will be discussing garbage collection fees at their next meeting.

Police Chief Hensel reported that speeding has increased on Boswell since construction has begun on East 13th Street. Special enforcement will be done at

times. He also reported that he has not received a report from the State Patrol on the shooting in West Woods.

Council member Bauer asked that the Finance Committee meeting be moved to 5:30 PM on May 23rd so that the Public Works Committee could meet at 5:00 PM.

City Clerk Jerry Wilcox asked that if Council members wanted to attend the League Finance Conference that they notify the Clerk's office soon.

Mayor Roger Foster reported that he would be out of town for a week beginning May 24th.

City Attorney Steve Reisdorff reported that he would be gone for 2 weeks beginning May 24th.

Council member Strehle reported that the Public Safety Committee will be meeting in the near future.

AGENDA ITEM 7 - CONSENT AGENDA: (Council will consider approval of the following items. Explanation may occur for each item and the council may approve and or amend and approve the items listed.)

Council member Busboom moved to approve Consent Agenda items A, B, filing of the treasurer's report for audit and approval of the regular claims as endorsed by the Finance Committee. Council member Sears seconded the motion. Voting aye: Oelschlager, Vyhnaek, Bauer, Strehle, Busboom, Sears. Voting no: None. Absent: None. Motion carried.

A. Council Minutes

1. May 3, 2011

2. May 11, 2011

B. Committee Minutes

1. Public Works May 11, 2011

C. Treasurer's Report – April 30, 2011 Reports

D. Regular Claims (as endorsed by Finance Committee) Total \$316,587.68

BEATRICE CONCRETE CO.	CONCRETE	\$1,038.31
BUSINESS TELECOM SYS	REPAIR	\$40.00
CATHER & SONS CONST	ASPHALT	\$92.16
CDW GOVERNMENT, INC.	COMPUTER	\$176.83
CITY HALL FUND	OFFICE RENT	\$1,225.00
CITY OF CRETE TAX	SURPLUS/FRANCHISE/ETC	\$35,442.73
CRETE FOOD MART	SUPPLIES	\$8.69
CRETE LUMBER & FARM	SUPPLIES	\$81.75
CRETE TRUE VALUE HDW	SUPPLIES	\$281.36
DEPT. OF ENERGY, W.A.P.A.	PURCHASED POWER	\$28,679.42
DUTTON LAINSON COMPANY	SUPPLIES	\$1,805.33
EAKES OFFICE PLUS	OFFICE SUPPLIES	\$194.67
GILMORE & ASSOCIATES INC	ENGINEERING	\$200.00
DIGGERS HOTLINE	LOCATE REQUESTS	\$116.44
HAWKINS, INC	TREATMENT SUPPLIES	\$2,600.98
JOHNSTONE SUPPLY	SUPPLIES	\$342.48
LINCOLN WINWATER WORKS	SUPPLIES	\$830.04
MCI MEGA PREFERRED	PHONE SERVICES	\$17.69
MIDWEST LABORATORIES, INC	LAB	\$121.00
NAPA AUTO PARTS	PARTS	\$27.28
NeHHS LAB	LAB	\$310.00
NE TRUCK & EQ CO., INC.	REPAIRS	\$246.89
PAYROLL	WAGES	\$57,715.74
QA BALANCE SERVICES	SUPPLIES	\$85.00

SACK LUMBER CO.	SUPPLIES	\$528.35
SID DILLON	REPAIRS	\$170.00
THE CRETE NEWS	PUBLISHING	\$7.60
THE GARBAGE COMPANY	SERVICES	\$28,040.75
THE LAW OFFICE, P.C.	LEGAL SERVICES	\$1,114.80
UMB BANK N.A.	DEBT EXPENSE	\$287.38
USABLUEBOOK	SUPPLIES	\$5,213.38
WALKERS UNIFORM RENTAL	UNIFORMS	\$57.90
WESCO RECEIVABLES CORP	SUPPLIES	\$462.24
WINDSTREAM	090668495 UTIL	\$459.01
YANT TESTING	SERVICES	\$119.47
UTILITY FUNDS TOTAL		\$168,140.67
ALL FLOORS	CARPET REPAIR	\$75.00
ALLIED TIME USA	SUPPLIES	\$36.00
BAKER & TAYLOR	SUPPLIES	\$409.11
BEATRICE CONCRETE CO.	CONCRETE	\$1,470.50
BLACK HILLS AMMUNITION	AMMUNITION	\$523.50
BLACK HILLS ENERGY	NATURAL GAS	\$243.24
BOOKSAMILLION.COM	BOOKS	\$34.33
CATHER & SONS CONST	ASPHALT	\$86.13
CDW GOVERNMENT, INC.	COMPUTER	\$69.75
CITY HALL FUND	OFFICE RENT	\$375.00
CONSTRUCTORS INC	ASPHALT	\$22,530.80
CAMC	SERVICES	\$2,978.08
CRETE FOOD MART	SUPPLIES	\$77.83
CRETE LUMBER & FARM	SUPPLIES	\$7.64
CRETE TRUE VALUE HDW	SUPPLIES	\$595.36
CRIST AUTO BODY REPAIR	REPAIRS	\$741.42
CULLIGAN WATER SERVICE	WATER	\$32.50
DANKO EMERGENCY EQUIP	SUPPLIES	\$11,561.12
DAVID COFFEY	SERVICES	\$444.00
DISCOUNT SCHOOL SUPPLY	SUPPLIES	\$171.98
DOUBLEDAY LARGE PRINT	BOOKS	\$158.39
EAKES OFFICE PLUS	OFFICE SUPPLIES	\$934.95
ELECTRIC FUND	FUEL	\$3,933.51
EMS BILLING SERVICES INC	SERVICES	\$2,804.88
EZEQUIEL LARA	INTERPRET	\$80.00
FIRST NATN'L BANK OF OMAHA	SUPPLIES	\$4,312.78
GALE GROUP	BOOKS	\$80.67
GILMORE & ASSOCIATES INC	ENGINEERING	\$1,000.00
HOLIDAY INN - KEARNEY	LODGING	\$155.90
INGRAM BOOK COMPANY	BOOKS	\$652.97
JAY'S OIL CO.	TIRES	\$314.00
JOSI HOESCHE	REIMBURSEMENT	\$80.00
KELLY MURPH	INTERPRET	\$20.00
KIRK KELLER	SERVICES	\$165.00
LISA OLIVIGNI	REIMBURSEMENT	\$59.00
M & K ENTERPRISES	REPAIRS	\$425.69
MARY KLAHN	REIMBURSEMENT	\$154.00

MATHESON TRI-GAS INC	SUPPLIES	\$81.90
MCI MEGA PREFERRED	PHONE SERVICES	\$68.24
MURPHY TRACTOR & EQ CO	PARTS	\$382.53
NADASC	SUBSCRIPTION	\$98.00
NAPA AUTO PARTS	PARTS	\$109.73
NICOLE HENNING	REIMBURSEMENT	\$30.00
NORRIS PPD	UTILITIES	\$9.51
OCLC FOREST PRESS	SUBSCRIPTION	\$44.19
ORIENTAL TRADING CO	SUPPLIES	\$162.63
PAMIDA DISCOUNT CENTER	SUPPLIES	\$169.33
PAYROLL	WAGES	\$81,594.65
PLAINS EQUIPMENT GROUP	PARTS	\$31.88
QUILL CORP.	OFFICE SUPPLIES	\$447.28
ROBERTSON SHEET-METAL	REPAIRS	\$463.00
SACK LUMBER CO.	SUPPLIES	\$511.85
SALINE COUNTY CLERK	SERVICES	\$34.50
SAM'S CLUB	CONCESSION SUPPLIES	\$183.03
SEWARD ELECTRONICS	REPAIRS	\$177.00
SID DILLON	REPAIRS	\$192.54
SLS SOFTBALL LEAGUE	8U LEAGUE FEE	\$100.00
SUSAN CHURCH	REIMBURSEMENT	\$8.00
TELEVISION SERVICE CO.	SUPPLIES	\$5.98
THE CRETE NEWS	PUBLISHING	\$811.97
THE LAW OFFICE, P.C.	LEGAL SERVICES	\$1,418.20
THOMSON WEST	SERVICES	\$235.40
TOM OURADA	REIMBURSEMENT	\$27.50
U.S. BANK	SUPPLIES	\$25.00
VISA	SUPPLIES	\$647.38
WATER FUND	UTILITIES	\$466.68
WINDSTREAM	PHONE SERVICES	\$1,923.83
YANT TESTING	SERVICES	\$190.25
TAX FUNDS TOTAL		\$148,447.01

AGENDA ITEM 8 - ADJOURNMENT:

Council member Busboom moved that the meeting be adjourned at 6:55 PM. Council member Strehle seconded the motion. Voting aye: Oelschlager, Vyhnalek, Bauer, Strehle, Busboom, Sears. Voting no: None. Absent: None. Motion carried.

ATTEST:

City Clerk

Mayor

(S E A L)

I, Jerry L. Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk

(S E A L)

**CITY OF CRETE
PUBLIC WORKS COMMITTEE
MEETING MINUTES
May 23, 2011**

Present

Dave Bauer
Chuck Vyhnalek
Travis Sears

Tom Ourada, Public Works Director
Diann Nettifee, Public Works Office
Ray Sueper, Building Inspector
Randy Rogers, Garbage Company
Brad Carlson, Garbage Company
Jerry Wilcox, City Clerk

1. Garbage Company Rates

Tom Ourada explained that the City received a written request from The Garbage Company for a 4.618% rate increase. Randy Rogers explained the rate increase was figured using the CPI database from similar areas. Discussion followed with questions about service, complaints and franchise criteria. Chuck Vyhnalek motioned to recommend to Council the 4.618% rate increase. Seconded by Dave Bauer. Roll Call Vote: Vyhnalek yes; Sears yes; Bauer yes. Motion passed.

2. Building Moving Revision

Tom Ourada recommended to Committee to remove wording, pertaining to Council needing to take action and formal publishing in each instance, from the City Ordinance. At the same time to raise the fee from \$25.00 to \$70.00. Discussion followed. Travis would like Steve Reisdorff look over the current Code to avoid any problems. Travis Sears motioned to strike the language after approval of the City Attorney and change fee to \$75.00. Seconded by Chuck Vyhnalek. Roll Call Vote: Sears yes; Vyhnalek yes; Bauer yes. Motion passed.

3. Noxious Weeds

Tom Ourada requested a change in the Code pertaining to grass and weeds. Currently the City Code has a height requirement of 12 inches. The change would read 12 inches high and/or be a defined noxious weed. Discussion followed. Dave Bauer motioned to have Steve Reisdorff rewrite Code to include height and/or defined noxious weed and to include a fine for weeds. Seconded by Dave Bauer. Roll Call Vote: Vyhnalek yes; Sears yes; Bauer yes.

It was motioned by Dave Bauer to adjourn the meeting at 5:30 pm. Seconded by Travis Sears. Roll Call Vote: Sears yes; Vyhnalek yes; Bauer yes. Motion passed. Meeting Adjourned.

Dave Bauer, Chairman

**CITY OF CRETE, NEBRASKA
CITY COUNCIL FINANCE COMMITTEE**

May 23, 2011

5:30 PM

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

City Hall, 243 East 13th Street

US Post Office, 1242 Linden Avenue

City Bank & Trust, 1135 Main Avenue

Advance notice of the meeting also given to the committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska, in the back of the Council Chambers. Additional copies are available to read. The committee may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Chairman Busboom called the meeting to order. Members attending: Dave Bauer, Travis Sears and Tom Busboom. Absent: none. Also attending: Councilman Chuck Vyhnalek, Library Director Lisa Olivigni, Gary Young Police Department, Tom Ourada Public Works Director, Jerry Wilcox City Clerk, and Diane Goranson Deputy Clerk.

1. Employees Health Insurance Budget and Reserve Review

Jerry Wilcox shared that the self funded health insurance was approximately \$50,000 to the good and there was approximately \$200,000 in the reserve fund. After some discussion the committee requested some information about the reserve carried by other municipalities with similar plans.

2. Employee Health Insurance Renewal

Wilcox reviewed figures from the reinsurance company on fixed costs, expected claims, proposed premiums, etc. A comparison to a fully insured plan comparable with BC/BS insurance was requested. Wilcox stated the renewal date is July 1.

3. Employee Contribution to the Self-Funded Plan

After some discussion on the single and family premiums in regards to the benefits of employees, this was tabled for more discussion as it would take effect at the fiscal year October 1. A comparison to cost of living increases compared to the employee contribution to the plan was requested.

4. Federal Changes in Health Insurance

The City of Crete self-funded health insurance plan can be grandfathered in if it remains the same up to a 15% deductible increase or 5% increase in employee contributions. Another factor is if the plan is non-grandfathered there would be a required addition of

100% coverage of some preventive care tests which would initially increase costs for the City but would be beneficial in the long term.

Wilcox also stated that the language in our plan needed to be changed so if both spouses were employed by the City the coverage would begin right away as a family member would. New employees are not covered for 30 days. Dave Bauer made a motion to recommend the change. The motion was seconded by Sears. Voting yes: Bauer, Sears, Busboom. Voting no: none.

A motion to adjourn was made and seconded. Voting yes: Bauer, Sears, Busboom. Voting no: none. Meeting adjourned.

Recorded by Jera Novak

General Journal Entry Record**May - Tax Deposits (Batch #1619)**

<u>Account</u>	<u>Date</u>	<u>WO #</u>	<u>Description</u>	<u>Credit</u>
10-10-4320	5/2/2011	13565	Frosty Treats permit	\$25.00
10-20-4210	5/3/2011	Autodep	Med B Payment	\$3,803.84
10-10-4320	5/4/2011	13566	American Exteriors permit	\$25.00
10-20-4210	5/4/2011	Autodep	HHS Payment	\$606.50
10-10-4320	5/5/2011	13567	George Skuodas bldg permit	\$48.00
10-10-4320	5/5/2011	13568	Pribyl Plumbing permit	\$37.50
10-10-4320	5/5/2011	13569	Marcus Gillespie bldg permit	\$27.00
10-10-4320	5/5/2011	13570	Kirk Keller fence permit	\$16.00
10-10-4320	5/5/2011	13571	Connie Summers bldg permit	\$27.00
37-10-4830	5/5/2011	13572	Kuncl Funeral Home internment	\$450.00
40-10-4340	5/5/2011	13573	FOE Aux Social Fund donation	\$100.00
40-10-4340	5/5/2011	13574	Bunge Milling donation	\$100.00
34-10-4160	5/5/2011	13575	Kalkwarf & Smith Saline Co MFO	\$7,803.36
10-10-4990	5/5/2011	13576	Crete Rec ins funds ck	\$60.00
39-10-4390	5/5/2011	13577	M & M Used Oil sale of oil	\$120.00
42-10-4880	5/5/2011	13578	Selim Sekovic Tuxedo lease	\$150.00
10-10-4320	5/5/2011	13579	Frosty Treats permit	\$25.00
31-21-4045	5/6/2011	Autodep	HPSEExpress checks	\$676.08
10-10-4990	5/9/2011	13580	Josi Hoesche cell phone	\$7.72
42-10-5589	5/9/2011	13581	Crete Legion Baseball pro brick	\$428.75
42-10-5581	5/9/2011	13582	Crete Legion Baseball ship/mat	\$354.38
43-22-4920	5/9/2011	13583	Crete Rec pool pass	\$75.00
43-22-4990	5/9/2011	13583	Crete Rec reimburse swim suits	\$492.50
42-22-4992	5/9/2011	13583	Crete Rec youth BB & SB	\$565.00
42-22-4991	5/9/2011	13583	Crete Rec Doane work study	\$842.81
43-22-4602	5/9/2011	13583	Crete Rec swim lessons	\$1,020.00
42-22-4998	5/9/2011	13583	Crete Rec mens SB	\$2,700.00
17-10-4365	5/10/2011	Autodep	Windstream surcharge	\$6,076.11
24-10-4130	5/10/2011	Autodep	State of Nebraska	\$39,299.19
41-10-4870	5/11/2011	13584	Crete Library replacements	\$77.00
41-10-4870	5/11/2011	13585	Crete Library fines	\$260.70
40-10-4340	5/11/2011	13586	Crete Library donations	\$4,719.33
41-10-4870	5/11/2011	13587	Crete Library book sale	\$24.00
41-10-4870	5/11/2011	13588	Crete Library non res fees	\$120.00
41-10-4940	5/11/2011	13589	Crete Library copies	\$207.50
10-10-4320	5/11/2011	13590	Rose City Canopy sign permit	\$70.00
10-10-4320	5/11/2011	13591	Duane Kuebler bldg permit	\$95.08
10-10-4320	5/11/2011	13592	Styskal Irr Inc well permit	\$50.00
10-10-4320	5/11/2011	13593	Crete Lumber bldg/plumb/HVAC	\$594.20
10-10-4300	5/11/2011	13594	Vinton Enterprises firewks occ tax	\$5.00
10-10-4320	5/11/2011	13594	Vinton Enterprises firewks permit	\$25.00
10-20-4210	5/11/2011	Autodep	HHS Payment	\$644.59
38-10-4820	5/13/2011	3201	Helen Johnson perpetual	\$200.00
37-10-4820	5/13/2011	3201	Helen Johnson sale of spaces	\$700.00
37-10-4830	5/13/2011	3202	Helen Johnson internment	\$450.00
42-22-4162	5/13/2011	3203	School Dist of Crete Cardinal Zone	\$1,149.19
10-10-4990	5/13/2011	3204	Airport Authority billing	\$75.00
10-10-4320	5/13/2011	3205	Sonja Akeson bldg permit	\$16.00
10-10-4300	5/13/2011	3206	United Fire Group occ tax	\$5.00

<u>Account</u>	<u>Date</u>	<u>WO #</u>	<u>Description</u>	<u>Credit</u>
10-10-4320	5/13/2011	13595	Marty Urbanek bldg permit	\$27.00
92-10-4051	5/13/2011	13596	Saline County Property Tax	\$57.54
92-10-4020	5/13/2011	13596	Saline County Property Tax	\$155.64
92-10-4021	5/13/2011	13596	Saline County Property Tax	\$287.94
50-10-4050	5/13/2011	13596	Saline County Property Tax	\$557.64
10-10-4050	5/13/2011	13596	Saline County Property Tax	\$1,274.09
50-10-4020	5/13/2011	13596	Saline County Property Tax	\$2,789.94
10-10-4020	5/13/2011	13596	Saline County Property Tax	\$6,218.76
92-10-4010	5/13/2011	13596	Saline County Property Tax	\$6,295.71
10-10-4015	5/13/2011	13596	Saline County Property Tax	\$6,306.34
92-10-4009	5/13/2011	13596	Saline County Property Tax	\$11,648.58
50-10-4010	5/13/2011	13596	Saline County Property Tax	\$113,947.54
10-10-4010	5/13/2011	13596	Saline County Property Tax	\$254,002.75
50-10-4100	5/13/2011	13597	Saline County Property Tax	\$9,314.59
10-10-4320	5/13/2011	13598	Doane College constr permit	\$6,647.37
31-21-4045	5/13/2011	Autodep	HPSExpress checks	\$2,102.88
10-10-4300	5/16/2011	3207	Fireworks-4-Less occ tax	\$5.00
10-10-4320	5/16/2011	3207	Fireworks-4-Less permit	\$25.00
14-10-4017	5/16/2011	3208	City of Crete Keno income	\$3,377.20
38-10-4070	5/16/2011	3209	Pinnacle Bank cemetery int	\$3.78
38-10-4070	5/16/2011	3210	Pinnacle Bank cemetery int	\$20.73
40-10-4070	5/16/2011	3211	Pinnacle Bank library int	\$149.96
10-10-4320	5/16/2011	3212	Frosty Treats permit	\$25.00
10-10-4320	5/18/2011	3213	Genuine Digital permit	\$25.00
24-10-2530	5/19/2011	3215	City of Crete workcomp. Audit	\$417.83
10-10-4850	5/19/2011	3215	City of Crete franchise	\$10,000.00
10-10-4011	5/19/2011	3215	City of Crete surplus	\$25,000.00
16-10-4370	5/19/2011	3216	Tax Depts city hall rent	\$375.00
16-10-4370	5/19/2011	3217	Rev Depts city hall rent	\$1,225.00
10-40-4990	5/19/2011	3218	Scotts rebate	\$20.00
10-40-5970	5/19/2011	3219	Gary Young reimburse cc	\$22.25
10-10-4300	5/19/2011	3220	Vontage Tax Acct occ tax	\$9.00
10-10-4300	5/19/2011	3221	Novega Venture Partners occ tax	\$0.90
10-10-4320	5/19/2011	3222	James Germer fence permit	\$16.00
10-10-4320	5/19/2011	3223	Vandelay Investments bldg permit	\$541.88
10-10-4300	5/19/2011	3224	Windstream occ tax	\$4,619.96
10-10-4320	5/19/2011	3225	Crete Lumber bldg permit	\$69.40
10-10-4300	5/20/2011	3226	Compliance Solutions Inc occ tax	\$0.19
10-10-4990	5/20/2011	3227	Diane Goranson fax	\$2.30
42-10-4990	5/20/2011	3228	Josi Hoesche text	\$4.55
31-10-4811	5/20/2011	3229	Saline Co rural fire contract	\$6,000.00
31-21-4045	5/20/2011	Autodep	HPSExpress checks	\$1,654.44
10-10-4300	5/23/2011	3230	Amerivision Comm occ tax	\$0.15
38-10-4070	5/23/2011	3231	Pinnacle Bank cemetery int	\$34.14
10-10-4300	5/23/2011	3232	Granite Telecomm LLC occ tax	\$18.00
10-10-4300	5/23/2011	3233	Level 3 Comm occ tax	\$2.00
10-10-4320	5/23/2011	3234	Frosty Treats permit	\$25.00
11-10-4012	5/23/2011	Autodep	Sales tax receipts	\$50,254.12
10-10-4300	5/24/2011	3235	Granite Telecomm LLC occ tax	\$13.22
10-10-4300	5/24/2011	3236	New Cingular Wireless occ tax	\$3.18
10-10-4300	5/24/2011	3237	AT&T Comm Midwest occ tax	\$5.33

<u>Account</u>	<u>Date</u>	<u>WO #</u>	<u>Description</u>	<u>Credit</u>
10-40-4990	5/24/2011	3238	Crete PD misc	\$1.00
10-40-4990	5/24/2011	3238	Crete PD gun permit	\$10.00
10-60-4259	5/24/2011	3238	Crete PD state lic fee	\$13.00
10-40-4990	5/24/2011	3238	Crete PD fingerprinting	\$20.00
10-40-4240	5/24/2011	3238	Crete PD vehicle impound	\$25.00
10-40-4940	5/24/2011	3238	Crete PD copier serv	\$35.00
10-60-4261	5/24/2011	3238	Crete PD impound fees	\$60.00
10-40-4230	5/24/2011	3238	Crete PD parking	\$100.00
10-60-4260	5/24/2011	3238	Crete PD animal fines & lic	\$211.00
10-60-4350	5/24/2011	3238	Crete PD day shuttle	\$461.00
38-10-4070	5/25/2011	3239	Pinnacle Bank cemetery int	\$103.34
10-10-4320	5/25/2011	3240	The Waldinger Corp permits	\$2,140.00
10-10-4320	5/25/2011	3241	Jay Muller sign permit	\$162.00
10-10-4320	5/25/2011	3242	James Wissenburg fence permit	\$16.00
10-10-4300	5/25/2011	3243	Kurt Sander plumber's reg	\$90.00
10-10-4320	5/25/2011	3244	Drake Regrig mech permit	\$21.50
10-10-4320	5/25/2011	3245	Milford AC & Appl mech permit	\$43.00
10-10-4320	5/25/2011	3246	Brester Const Inc bldg permit	\$133.60
10-10-4320	5/25/2011	3247	Roger Miller bldg permit	\$27.00
10-20-4210	5/25/2011	Autodep	HHS Payment	\$153.24
10-10-4850	5/26/2011	3248	BH Nebr Gas Util franchise	\$74,254.94
24-10-4480	5/27/2011	3249	PBS Aircraft curb cut	\$85.00
42-10-4880	5/27/2011	3250	Steve Young Tuxedo lease	\$150.00
40-10-4340	5/27/2011	3251	Nestle Purina Pet Care donation	\$750.00
31-21-4045	5/27/2011	Autodep	HPSExpress checks	\$525.45
31-21-4045	5/27/2011	Autodep	HPSExpress checks	\$564.94
10-10-4070	5/31/2011	Autodep	Pinnacle int	\$172.83
10-10-4040	5/31/2011	Autodep	State of Nebraska	\$6,982.90
			TOTAL	\$688,360.89

Accounts Payable Detail Listing

CITY OF CRETE

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Vend#</u>	<u>Vendor Name</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>				<u>Debit</u>	<u>Credit</u>
70002	5/19/2011	5/19/2011	310.08					294	AFLAC	Ck# 70992 Printed
	10-10-3460				CAFE AFLAC				13.39	0.00
	10-40-3460				CAFE AFLAC				156.70	0.00
	10-60-3460				CAFE AFLAC				96.14	0.00
	24-10-3460				CAFE AFLAC				18.85	0.00
	37-10-3460				CAFE AFLAC				24.44	0.00
	42-10-3460				CAFE AFLAC				0.28	0.00
	43-10-3460				CAFE AFLAC				0.28	0.00
									<u>310.08</u>	<u>0</u>
70003	5/19/2011	5/19/2011	17.13					294	AFLAC	Ck# 21252 Printed
	21-10-3445				REG AFLAC				17.13	0.00
70020	5/19/2011	5/19/2011	111.28					294	AFLAC	Ck# 21252 Printed
	21-10-3460				CAFE AFLAC				75.38	0.00
	22-10-3460				CAFE AFLAC				17.08	0.00
	23-10-3460				CAFE AFLAC				18.82	0.00
									<u>111.28</u>	<u>0</u>
70160	6/2/2011	6/2/2011	309.77					294	AFLAC	Ck# 71068 Printed
	10-10-3460				CAFE AFLAC				13.39	0.00
	10-40-3460				CAFE AFLAC				156.70	0.00
	10-60-3460				CAFE AFLAC				96.14	0.00
	24-10-3460				CAFE AFLAC				18.58	0.00
	37-10-3460				CAFE AFLAC				24.42	0.00
	42-10-3460				CAFE AFLAC				0.27	0.00
	43-10-3460				CAFE AFLAC				0.27	0.00
									<u>309.77</u>	<u>0</u>
70161	6/2/2011	6/2/2011	17.13					294	AFLAC	Ck# 21299 Printed
	21-10-3445				REG AFLAC				17.13	0.00
70179	6/2/2011	6/2/2011	111.59					294	AFLAC	Ck# 21299 Printed
	21-10-3460				CAFE AFLAC				75.09	0.00
	22-10-3460				CAFE AFLAC				16.79	0.00
	23-10-3460				CAFE AFLAC				19.71	0.00
									<u>111.59</u>	<u>0</u>
70200	6/7/2011	6/7/2011	50.00					245	AIRPORT AUTHORITY	Posted
	10-10-5360				HANGER RENT #2				50.00	0.00
70248	6/7/2011	6/7/2011	65.00	915				IRNHSKR	AMERICAN RED CROSS	Posted
	10-40-5470				MTG/TRNG				65.00	0.00
70358	6/7/2011	6/7/2011	20.00	916				IRNHSKR	AMERICAN RED CROSS	Posted
	31-10-5470				MTG/TRNG				20.00	0.00
70327	6/7/2011	6/7/2011	291.28	2304					AQUA PLUMBING	Posted
	16-10-5330				BLDG & GROUNDS MAINT				291.28	0.00
70257	6/7/2011	6/7/2011	448.00	397500				AS COMM	AS CENTRAL FINANCE	Posted
	10-40-5550				NETWK SERV CHARGE				448.00	0.00
70312	6/6/2011	6/6/2011	2,000.00	3/9/11			6/6/2011		ASHANTI AFRICAN ROOTS BA	Ck# 71078 Printed
	40-10-5700				SUMMER READING CONCERT				900.00	0.00
	40-10-5692				SUMMER READING CONCERT				1,100.00	0.00
									<u>2000</u>	<u>0</u>
70057	6/7/2011	6/7/2011	679.32	27109					BASSETT TRANSPORTATION I	Posted
	42-10-5589				FIELD MATERIALS				679.32	0.00

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70078	6/7/2011	6/7/2011	113.96	53059					BEATRICE CONCRETE CO.	Posted
	22-10-1700				CONCRETE/DARASET				113.96	0.00
70079	6/7/2011	6/7/2011	193.35	53058					BEATRICE CONCRETE CO.	Posted
	22-10-1700				CONCRETE/DARASET/REBAR				193.35	0.00
70284	6/7/2011	6/7/2011	125.03	53309					BEATRICE CONCRETE CO.	Posted
	22-10-1700				CONCRETE				125.03	0.00
70285	6/7/2011	6/7/2011	26.96	53308					BEATRICE CONCRETE CO.	Posted
	22-10-1700				ROAD GRAVEL				26.96	0.00
70335	6/7/2011	6/7/2011	810.88	53541					BEATRICE CONCRETE CO.	Posted
	24-10-5980				ROCK/ROAD GRAVEL				810.88	0.00
70336	6/7/2011	6/7/2011	82.77	53542					BEATRICE CONCRETE CO.	Posted
	22-10-1700				CRUSHED CONCRETE				82.77	0.00
70338	6/7/2011	6/7/2011	268.35	53543					BEATRICE CONCRETE CO.	Posted
	23-10-8022				CONCRETE/DARASET				268.35	0.00
70156	5/31/2011	5/31/2011	197.87					BX 6001	BLACK HILLS ENERGY	Ck# 71066 Printed
	16-10-5210				9755616366 UTIL				197.87	0.00
70208	6/7/2011	6/7/2011	151.46					BX 6001	BLACK HILLS ENERGY	Posted
	16-10-5210				9755616366 UTIL				151.46	0.00
70286	6/7/2011	6/7/2011	47.60					BX 6001	BLACK HILLS ENERGY	Posted
	23-10-7530				4432102811 UTIL				47.60	0.00
70287	6/7/2011	6/7/2011	59.01					BX 6001	BLACK HILLS ENERGY	Posted
	45-10-5210				6528433113 UTIL				59.01	0.00
70288	6/7/2011	6/7/2011	224.59					BX 6001	BLACK HILLS ENERGY	Posted
	23-10-7530				3534066481 UTIL				224.59	0.00
70289	6/7/2011	6/7/2011	26.11					BX 6001	BLACK HILLS ENERGY	Posted
	23-10-7530				52004498 15 UTIL				26.11	0.00
70341	6/7/2011	6/7/2011	414.43					BX 6001	BLACK HILLS ENERGY	Posted
	43-10-5210				7206414930 UTIL				414.43	0.00
70370	6/7/2011	6/7/2011	40.09					BX 6001	BLACK HILLS ENERGY	Posted
	31-10-5210				7515072340 UTIL				40.09	0.00
70131	6/7/2011	6/7/2011	378.00						BLUE CROSS BLUE SHIELD	Posted
	31-21-4045				REFUND				378.00	0.00
70369	6/7/2011	6/7/2011	340.25	80591127					BOUND TREE MEDICAL, LLC	Posted
	31-21-5331				RESCUE EQUIP				340.25	0.00
70072	6/7/2011	6/7/2011	94.00	43295					BRANDING INC. DBA AL'S JOH	Posted
	42-10-5332				BLDG/GROUNDS MAINT				94.00	0.00
70202	6/7/2011	6/7/2011	63.90	XKL2232					CDW GOVERNMENT, INC.	Posted
	21-10-9915				COMPUTER				21.30	0.00
	22-10-9915				COMPUTER				21.30	0.00
	23-10-9915				COMPUTER				21.30	0.00
									63.9	0
70007	5/19/2011	5/19/2011	6.81					757	CENTRAL UNITED LIFE INSUR.	Ck# 70993 Printed
	10-40-3460				CAFE CANCER CENTRAL				6.81	0.00
70008	5/19/2011	5/19/2011	37.01					757	CENTRAL UNITED LIFE INSUR.	Ck# 70993 Printed
	10-40-3446				REG CANCER CENTRAL				37.01	0.00
70021	5/19/2011	5/19/2011	17.62					757	CENTRAL UNITED LIFE INSUR.	Ck# 21253 Printed
	23-10-3460				CAFE CANCER CENTRAL				17.62	0.00
70154	5/27/2011	5/27/2011	7.29					757	CENTRAL UNITED LIFE INSUR.	Ck# 71065 Printed
	10-40-3446				MO END INS				6.16	0.00

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	10-40-3460				MO END INS				1.13	0.00
70155	5/27/2011	5/27/2011	2.93					757 CENTRAL UNITED LIFE INSUR.Ck# 21297	Printed	
	23-10-3460				MO END INS				2.93	0.00
70165	6/2/2011	6/2/2011	6.81					757 CENTRAL UNITED LIFE INSUR.Ck# 71069	Printed	
	10-40-3460				CAFE CANCER CENTRAL				6.81	0.00
70166	6/2/2011	6/2/2011	37.01					757 CENTRAL UNITED LIFE INSUR.Ck# 71069	Printed	
	10-40-3446				REG CANCER CENTRAL				37.01	0.00
70180	6/2/2011	6/2/2011	17.62					757 CENTRAL UNITED LIFE INSUR.Ck# 21300	Printed	
	23-10-3460				CAFE CANCER CENTRAL				17.62	0.00
70013	5/19/2011	5/19/2011	608.38					CITY OF CRETE CAFETERIACK# 70994	Printed	
	10-10-3456				CAFE MEDICAL				65.41	0.00
	10-30-3456				CAFE MEDICAL				82.31	0.00
	10-40-3456				CAFE MEDICAL				200.00	0.00
	24-10-3456				CAFE MEDICAL				15.25	0.00
	37-10-3456				CAFE MEDICAL				43.87	0.00
	41-10-3456				CAFE MEDICAL				170.00	0.00
	42-10-3456				CAFE MEDICAL				9.30	0.00
	42-22-3456				CAFE MEDICAL				14.86	0.00
	43-10-3456				CAFE MEDICAL				2.24	0.00
	43-22-3456				CAFE MEDICAL				5.14	0.00
									608.38	0
70022	5/19/2011	5/19/2011	394.32					CITY OF CRETE CAFETERIACK# 21254	Printed	
	21-10-3456				CAFE MEDICAL				83.18	0.00
	22-10-3456				CAFE MEDICAL				221.26	0.00
	23-10-3456				CAFE MEDICAL				89.88	0.00
									394.32	0
70171	6/2/2011	6/2/2011	608.38					CITY OF CRETE CAFETERIACK# 71070	Printed	
	10-10-3456				CAFE MEDICAL				65.41	0.00
	10-30-3456				CAFE MEDICAL				82.31	0.00
	10-40-3456				CAFE MEDICAL				200.00	0.00
	16-10-3456				CAFE MEDICAL				0.13	0.00
	24-10-3456				CAFE MEDICAL				15.29	0.00
	37-10-3456				CAFE MEDICAL				43.83	0.00
	41-10-3456				CAFE MEDICAL				170.00	0.00
	42-10-3456				CAFE MEDICAL				4.65	0.00
	42-22-3456				CAFE MEDICAL				14.86	0.00
	43-10-3456				CAFE MEDICAL				6.76	0.00
	43-22-3456				CAFE MEDICAL				5.14	0.00
									608.38	0
70181	6/2/2011	6/2/2011	394.32					CITY OF CRETE CAFETERIACK# 21301	Printed	
	21-10-3456				CAFE MEDICAL				83.06	0.00
	22-10-3456				CAFE MEDICAL				230.89	0.00
	23-10-3456				CAFE MEDICAL				80.37	0.00
									394.32	0
70038	5/19/2011	5/19/2011	143.66			118		CITY OF CRETE TAX	Ck# 71057	Printed
	42-22-3476				GARNISHMENT				115.65	0.00
	43-22-3476				GARNISHMENT				28.01	0.00
									143.66	0

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70262	6/2/2011	6/2/2011	363.96						CITY OF CRETE TAX	Posted
	21-10-3510				BLDG PERMIT (BUNGE)				363.96	0.00
70011	5/19/2011	5/19/2011	1,669.76						CITY OF CRETE HEALTH FUNICk# 70995	Printed
	10-10-3455				CAFE HEALTH				469.42	0.00
	10-30-3455				CAFE HEALTH				211.31	0.00
	10-40-3455				CAFE HEALTH				211.31	0.00
	24-10-3455				CAFE HEALTH				536.82	0.00
	37-10-3455				CAFE HEALTH				196.46	0.00
	39-10-3455				CAFE HEALTH				15.38	0.00
	42-10-3455				CAFE HEALTH				27.85	0.00
	43-10-3455				CAFE HEALTH				1.21	0.00
									<u>1669.76</u>	<u>0</u>
70012	5/19/2011	5/19/2011	356.24						CITY OF CRETE HEALTH FUNICk# 70995	Printed
	10-10-3455				REG HEALTH				2.36	0.00
	10-40-3455				REG HEALTH				351.53	0.00
	24-10-3455				REG HEALTH				2.35	0.00
									<u>356.24</u>	<u>0</u>
70023	5/19/2011	5/19/2011	1,618.50						CITY OF CRETE HEALTH FUNICk# 21255	Printed
	21-10-3455				CAFE HEALTH				690.17	0.00
	22-10-3455				CAFE HEALTH				586.99	0.00
	23-10-3455				CAFE HEALTH				336.27	0.00
	21-10-3455				REG HEALTH				2.35	0.00
	22-10-3455				REG HEALTH				1.36	0.00
	23-10-3455				REG HEALTH				1.36	0.00
									<u>1618.5</u>	<u>0</u>
70169	6/2/2011	6/2/2011	1,643.04						CITY OF CRETE HEALTH FUNICk# 71071	Printed
	10-10-3455				CAFE HEALTH				469.42	0.00
	10-30-3455				CAFE HEALTH				211.31	0.00
	10-40-3455				CAFE HEALTH				211.31	0.00
	24-10-3455				CAFE HEALTH				500.23	0.00
	37-10-3455				CAFE HEALTH				225.72	0.00
	39-10-3455				CAFE HEALTH				9.39	0.00
	42-10-3455				CAFE HEALTH				14.49	0.00
	43-10-3455				CAFE HEALTH				1.17	0.00
									<u>1643.04</u>	<u>0</u>
70170	6/2/2011	6/2/2011	356.24						CITY OF CRETE HEALTH FUNICk# 71071	Printed
	10-10-3455				REG HEALTH				2.36	0.00
	10-40-3455				REG HEALTH				351.53	0.00
	24-10-3455				REG HEALTH				2.35	0.00
									<u>356.24</u>	<u>0</u>
70182	6/2/2011	6/2/2011	1,572.04						CITY OF CRETE HEALTH FUNICk# 21302	Printed
	21-10-3455				CAFE HEALTH				681.99	0.00
	22-10-3455				CAFE HEALTH				587.77	0.00
	23-10-3455				CAFE HEALTH				302.28	0.00
									<u>1572.04</u>	<u>0</u>
70183	6/2/2011	6/2/2011	5.07			119			CITY OF CRETE HEALTH FUNICk# 21302	Printed
	21-10-3455				REG HEALTH				2.35	0.00
	22-10-3455				REG HEALTH				1.36	0.00

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70232	6/7/2011	6/7/2011	27,543.00		REG HEALTH				1.36	0.00
	10-10-5160				HEALTH INS				4,492.00	0.00
	10-30-5160				HEALTH INS				3,882.00	0.00
	10-40-5160				HEALTH INS				7,763.00	0.00
	10-60-5160				HEALTH INS				1,318.00	0.00
	24-10-5160				HEALTH INS				4,888.00	0.00
	37-10-5160				HEALTH INS				622.00	0.00
	39-10-5160				HEALTH INS				264.00	0.00
	41-10-5160				HEALTH INS				1,977.00	0.00
	42-10-5160				HEALTH INS				1,055.00	0.00
	42-22-5160				HEALTH INS				1,282.00	0.00
									<u>27543</u>	<u>0</u>
70233	6/7/2011	6/7/2011	19,799.00							
	21-10-9620				JUNE 11 HEALTH REV				8,631.00	0.00
	22-10-9620				JUNE 11 HEALTH REV				6,902.00	0.00
	23-10-9620				JUNE 11 HEALTH REV				4,266.00	0.00
									<u>19799</u>	<u>0</u>
70194	6/1/2011	6/1/2011	117.12							
	42-10-3476				REIMBURSE GARNISHMT				47.12	0.00
	16-10-3476				REIMBURSE GARNISHMT				1.36	0.00
	43-10-3476				REIMBURSE GARNISHMT				68.64	0.00
									<u>117.12</u>	<u>0</u>
70229	6/7/2011	6/7/2011	240.00					1081	DAVID COFFEY	Posted
	16-10-5750				CONTRACT SERV				240.00	0.00
70230	6/7/2011	6/7/2011	426.00					1081	DAVID COFFEY	Posted
	41-10-5750				CONTRACT SERV				426.00	0.00
70133	6/7/2011	6/7/2011	206.51						COVENTRY HEALTH CARE	Posted
	31-21-4045				REFUND				206.51	0.00
70231	6/7/2011	6/7/2011	35.00						CRETE AREA MEDICAL CENTE	Posted
	10-20-5971				LAUNDRY SERV				35.00	0.00
70376	6/7/2011	6/7/2011	5,047.22						CRETE AREA MEDICAL CENTE	Posted
	10-20-5340				OUTSIDE SERV				5,047.22	0.00
70045	6/7/2011	6/7/2011	1.98						GEN CRETE FOOD MART	Posted
	42-22-5560				CONCESSIONS				1.98	0.00
70240	6/7/2011	6/7/2011	5.20						GEN CRETE FOOD MART	Posted
	10-40-5970				MISC OP				5.20	0.00
70241	6/7/2011	6/7/2011	6.23						GEN CRETE FOOD MART	Posted
	10-40-5970				MISC OP				6.23	0.00
70242	6/7/2011	6/7/2011	29.92						GEN CRETE FOOD MART	Posted
	10-40-5970				MISC OP				29.92	0.00
70243	6/7/2011	6/7/2011	51.63						GEN CRETE FOOD MART	Posted
	10-40-5370				COMM POLICING				51.63	0.00
70269	6/7/2011	6/7/2011	21.77						GEN CRETE FOOD MART	Posted
	42-22-5560				CONCESSIONS				21.77	0.00
70080	6/7/2011	6/7/2011	206.60	285812		120			CRETE LUMBER & FARM SUPP	Posted
	24-10-5990				CULVERTS				206.60	0.00
70081	6/7/2011	6/7/2011	139.98	285709					CRETE LUMBER & FARM SUPP	Posted
	24-10-5990				CULVERTS				139.98	0.00

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70082	6/7/2011	6/7/2011	54.94	285767	CULVERTS				54.94	0.00
	24-10-5990									
70083	6/7/2011	6/7/2011	117.58	285855	CULVERTS				117.58	0.00
	24-10-5990									
70146	6/7/2011	6/7/2011	8.99	286005	POLY TUBE				8.99	0.00
	22-10-7091									
70149	6/7/2011	6/7/2011	19.98	285912	PAINT SUPPLIES				19.98	0.00
	24-10-6010									
70150	6/7/2011	6/7/2011	58.71	285979	CULVERTS				58.71	0.00
	24-10-5990									
70332	6/7/2011	6/7/2011	11.81	286042	CONDUIT BODY				11.81	0.00
	21-10-8040									
70337	6/7/2011	6/7/2011	22.66	286480	MAINT OF LATERALS (EX)				22.66	0.00
	23-10-8032									
70086	6/7/2011	6/7/2011	238.08	9418	MAINT AUX EQUIP			676	CRETE MACHINE	Posted
	21-10-7200								238.08	0.00
70377	6/7/2011	6/7/2011	52.00		REIMBURSE				52.00	0.00
	10-20-5340									
70178	5/31/2011	5/31/2011	685.88		UTIL POSTAGE			330	CRETE POSTMASTER	Ck# 21298 Printed
	23-10-9650								685.88	0.00
70236	6/7/2011	6/7/2011	35.60		S R PRIZE				35.60	0.00
	40-10-5692									
70091	6/7/2011	6/7/2011	12.13	A273311	MAINT LATERALS			WW	CRETE TRUE VALUE	Posted
	23-10-8032								12.13	0.00
70092	6/7/2011	6/7/2011	5.04	A271567	PLUMBING MISC			WW	CRETE TRUE VALUE	Posted
	23-10-7201								5.04	0.00
70093	6/7/2011	6/7/2011	14.20	A269241	PVC CEMENT/PRIMER			WW	CRETE TRUE VALUE	Posted
	23-10-8022								14.20	0.00
70094	6/7/2011	6/7/2011	8.31	A273300	JANITORIAL SUPPLIES			WW	CRETE TRUE VALUE	Posted
	23-10-7230								8.31	0.00
70309	6/7/2011	6/7/2011	10.96	A270932	BOLTS/STRAP (EX)			WW	CRETE TRUE VALUE	Posted
	23-10-8022								10.96	0.00
70095	6/7/2011	6/7/2011	6.25	A270813	MISC PROD EXP			105	CRETE TRUE VALUE HDW	Posted
	21-10-7080								6.25	0.00
70096	6/7/2011	6/7/2011	14.43	A272187	BLADE			105	CRETE TRUE VALUE HDW	Posted
	21-10-7080								14.43	0.00
70097	6/7/2011	6/7/2011	6.74	A271603	CHLORINE INJECTOR			105	CRETE TRUE VALUE HDW	Posted
	22-10-7081								6.74	0.00
70098	6/7/2011	6/7/2011	216.66	A272645	CONCRETE			105	CRETE TRUE VALUE HDW	Posted
	22-10-8021								216.66	0.00
70099	6/7/2011	6/7/2011	108.69	A269965	JANITORIAL SUPPLIES			105	CRETE TRUE VALUE HDW	Posted
	45-10-5541								108.69	0.00
70100	6/7/2011	6/7/2011	240.27	A270979	GEN MAINT/REPAIR			105	CRETE TRUE VALUE HDW	Posted
	10-40-5329								240.27	0.00
70101	6/7/2011	6/7/2011	3.48	A272379	FILTER			105	CRETE TRUE VALUE HDW	Posted
	44-10-5330								3.48	0.00
70102	6/7/2011	6/7/2011	19.33	A272378	BLDG/GROUNDS MAINT		121	105	CRETE TRUE VALUE HDW	Posted
	44-10-5330								19.33	0.00
70103	6/7/2011	6/7/2011	9.88	A272490	LL SUPPLIES			105	CRETE TRUE VALUE HDW	Posted
	42-22-5583								9.88	0.00

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<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Vend#</u>	<u>Vendor Name</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>				<u>Debit</u>	<u>Credit</u>
70104	6/7/2011	6/7/2011	13.93	A272467				105	CRETE TRUE VALUE HDW	Posted
	45-10-5330				FURNACE FILTER				13.93	0.00
70105	6/7/2011	6/7/2011	4.31	A272461				105	CRETE TRUE VALUE HDW	Posted
	43-10-5330				PIPE CLEANER				4.31	0.00
70106	6/7/2011	6/7/2011	5.56	A272561				105	CRETE TRUE VALUE HDW	Posted
	43-10-6020				COUPLING/ELBOW/PIPE				5.56	0.00
70107	6/7/2011	6/7/2011	8.62	A272846				105	CRETE TRUE VALUE HDW	Posted
	43-10-5330				COUPLING				8.62	0.00
70108	6/7/2011	6/7/2011	33.29	A270732				105	CRETE TRUE VALUE HDW	Posted
	45-10-5330				BLDG/GROUNDS MAINT				33.29	0.00
70109	6/7/2011	6/7/2011	18.89	A269378				105	CRETE TRUE VALUE HDW	Posted
	24-10-5330				BLDG/GROUNDS MAINT				18.89	0.00
70110	6/7/2011	6/7/2011	57.98	A269556				105	CRETE TRUE VALUE HDW	Posted
	43-10-5330				BLDG/GROUNDS MAINT				57.98	0.00
70111	6/7/2011	6/7/2011	4.31	A269254				105	CRETE TRUE VALUE HDW	Posted
	10-40-5970				MISC OP				4.31	0.00
70112	6/7/2011	6/7/2011	142.14	A270937				105	CRETE TRUE VALUE HDW	Posted
	43-22-5541				POOL SUPPLIES				142.14	0.00
70113	6/7/2011	6/7/2011	40.47	A271353				105	CRETE TRUE VALUE HDW	Posted
	43-10-5330				BLDG/GROUNDS MAINT				55.30	0.00
	43-10-5330				BLDG/GROUNDS MAINT				0.00	14.83
									55.3	14.83
70114	6/7/2011	6/7/2011	5.84	A272100				105	CRETE TRUE VALUE HDW	Posted
	43-10-5330				BLDG/GROUNDS MAINT				5.84	0.00
70115	6/7/2011	6/7/2011	38.57	A271541				105	CRETE TRUE VALUE HDW	Posted
	16-10-5541				JANITORIAL SUPPLIES				38.57	0.00
70116	6/7/2011	6/7/2011	6.74	A272730				105	CRETE TRUE VALUE HDW	Posted
	45-10-5330				FLR REGISTER				6.74	0.00
70117	6/7/2011	6/7/2011	35.99	A270827				105	CRETE TRUE VALUE HDW	Posted
	37-10-5970				TRIMMER LINE				35.99	0.00
70118	6/7/2011	6/7/2011	2.06	A269198				105	CRETE TRUE VALUE HDW	Posted
	42-10-5791				HOSE MENDER				2.06	0.00
70119	6/7/2011	6/7/2011	7.64	A271526				105	CRETE TRUE VALUE HDW	Posted
	44-10-5330				BLDG/GROUNDS MAINT				7.64	0.00
70120	6/7/2011	6/7/2011	8.54	A273329				105	CRETE TRUE VALUE HDW	Posted
	16-10-5541				JANITORIAL SUPPLIES				8.54	0.00
70121	6/7/2011	6/7/2011	7.19	A272684				105	CRETE TRUE VALUE HDW	Posted
	16-10-5330				BLDG/GROUNDS MAINT				7.19	0.00
70122	6/7/2011	6/7/2011	22.40	A271160				105	CRETE TRUE VALUE HDW	Posted
	10-40-5329				RENTAL				22.40	0.00
70141	6/7/2011	6/7/2011	2.02	A273570				105	CRETE TRUE VALUE HDW	Posted
	43-10-5330				DANCO PARTS				2.02	0.00
70142	6/7/2011	6/7/2011	19.83	A273404				105	CRETE TRUE VALUE HDW	Posted
	43-22-5541				JANITORIAL SUPPLIES				19.83	0.00
70143	6/7/2011	6/7/2011	3.75	A272484				105	CRETE TRUE VALUE HDW	Posted
	42-22-5560				KEYS				3.75	0.00
70204	6/7/2011	6/7/2011	15.22	A274062		122		105	CRETE TRUE VALUE HDW	Posted
	21-10-8020				ELEC TAPE				15.22	0.00
70205	6/7/2011	6/7/2011	9.89	A273895				105	CRETE TRUE VALUE HDW	Posted

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	Account#	Work Order			Description				Debit	Credit
70206	6/7/2011	6/7/2011	50.07	A273498	SURGE PROTECTOR			105	CRETE TRUE VALUE HDW	Posted
	43-10-5970								9.89	0.00
70209	6/7/2011	6/7/2011	66.44	A274167	POOL SUPPLIES			105	CRETE TRUE VALUE HDW	Posted
	43-22-5541								50.07	0.00
	21-10-7080				SWITCH				62.09	0.00
	21-10-7080				TAX ADDED				4.35	0.00
									<u>66.44</u>	<u>0</u>
70210	6/7/2011	6/7/2011	0.99	A274179	BLDG & GROUNDS MAINT			105	CRETE TRUE VALUE HDW	Posted
	16-10-5330								0.99	0.00
70266	6/7/2011	6/7/2011	13.48	A274707	H/C STEM			105	CRETE TRUE VALUE HDW	Posted
	16-10-5330								13.48	0.00
70267	6/7/2011	6/7/2011	17.78	A274757	VALVE/CONNECTOR			105	CRETE TRUE VALUE HDW	Posted
	16-10-5330								17.78	0.00
70268	6/7/2011	6/7/2011	17.99	A274717	CHANNEL PLIER			105	CRETE TRUE VALUE HDW	Posted
	16-10-5330								17.99	0.00
70363	6/7/2011	6/7/2011	347.22	A273854	VEH MAINT & REPAIR			105	CRETE TRUE VALUE HDW	Posted
	31-10-5791								347.22	0.00
70364	6/7/2011	6/7/2011	25.87	A270559	MISC OP			105	CRETE TRUE VALUE HDW	Posted
	31-10-5970								25.87	0.00
70365	6/7/2011	6/7/2011	23.37	A271949	SHEETING/PAINT			105	CRETE TRUE VALUE HDW	Posted
	31-10-5970								23.37	0.00
70366	6/7/2011	6/7/2011	12.93	A274437	MISC OP			105	CRETE TRUE VALUE HDW	Posted
	31-10-5970								12.93	0.00
70367	6/7/2011	6/7/2011	70.18	A274667	HOSE (2)			105	CRETE TRUE VALUE HDW	Posted
	31-10-5970								70.18	0.00
70368	6/7/2011	6/7/2011	7.17	A274727	MISC OP			105	CRETE TRUE VALUE HDW	Posted
	31-10-5970								7.17	0.00
70374	6/7/2011	6/7/2011	6.73	A264898	BLADE			105	CRETE TRUE VALUE HDW	Posted
	22-10-8100								6.73	0.00
70380	6/7/2011	6/7/2011	2.95	A269348	MISC OP			105	CRETE TRUE VALUE HDW	Posted
	31-10-5970								2.95	0.00
70246	6/7/2011	6/7/2011	45.00	11277	TOWING			8	CRIST AUTO BODY REPAIR	Posted
	10-40-5812								45.00	0.00
70135	6/7/2011	6/7/2011	88.21		RESCUE REFUND				CULBERTSON RESCUE SQUAI	Posted
	31-21-4045								88.21	0.00
70064	6/7/2011	6/7/2011	209.67	027809	LEASED EQUIP				DAKOTA BUSINESS SYSTEMS	Posted
	10-10-5780				LEASED EQUIP				83.87	0.00
	10-40-5780				LEASED EQUIP				41.93	0.00
	42-22-5780				LEASED EQUIP				41.93	0.00
	43-22-5780				LEASED EQUIP				41.94	0.00
									<u>209.67</u>	<u>0</u>
70347	6/7/2011	6/7/2011	735.48	34812	RESCUE EQUIP				DANKO EMERGENCY EQUIPM	Posted
	31-21-5331								735.48	0.00
70348	6/7/2011	6/7/2011	2,632.84	34835	RESCUE EQUIP				DANKO EMERGENCY EQUIPM	Posted
	31-21-5331								2,632.84	0.00
70349	6/7/2011	6/7/2011	1,237.29	34814	RESCUE EQUIP	123			DANKO EMERGENCY EQUIPM	Posted
	31-21-5331								1,237.29	0.00
70350	6/7/2011	6/7/2011	726.25	35207	RESCUE EQUIP				DANKO EMERGENCY EQUIPM	Posted
	31-21-5331								726.25	0.00

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70351	6/7/2011	6/7/2011	9,984.00	35206					DANKO EMERGENCY EQUIPM	Posted
	31-21-5331				RESCUE EQUIP				9,984.00	0.00
70352	6/7/2011	6/7/2011	294.47	35176					DANKO EMERGENCY EQUIPM	Posted
	31-21-5331				RESCUE EQUIP				294.47	0.00
70314	6/7/2011	6/7/2011	37,327.65	BFPB000890511					DEPT. OF ENERGY, W.A.P.A.	Posted
	21-10-7240				PURCHASED POWER				37,327.65	0.00
70125	6/7/2011	6/7/2011	17.97	610936-2					680 DUTTON LAINSON COMPANY	Posted
	21-10-8020				TAPE				17.97	0.00
70126	6/7/2011	6/7/2011	79.18	S36199-1					680 DUTTON LAINSON COMPANY	Posted
	21-10-8020				MAINT OH LINES/MAT				79.18	0.00
70050	6/7/2011	6/7/2011	12.00	5535656-0					EAKES OFFICE PLUS	Posted
	21-10-9900				OFFICE SUPPLIES				4.00	0.00
	22-10-9900				OFFICE SUPPLIES				4.00	0.00
	23-10-9900				OFFICE SUPPLIES				4.00	0.00
									<u>12</u>	<u>0</u>
70063	6/7/2011	6/7/2011	76.86	5556721-0					EAKES OFFICE PLUS	Posted
	21-10-9900				OFFICE SUPPLIES				26.46	0.00
	22-10-9900				OFFICE SUPPLIES				26.46	0.00
	23-10-9900				OFFICE SUPPLIES				23.94	0.00
									<u>76.86</u>	<u>0</u>
70069	6/7/2011	6/7/2011	7.89	5556686-0					EAKES OFFICE PLUS	Posted
	10-10-5530				OFFICE SUPPLIES				7.89	0.00
70218	6/7/2011	6/7/2011	41.98	5568592-0					EAKES OFFICE PLUS	Posted
	10-10-5530				OFFICE SUPPLIES				41.98	0.00
70219	6/7/2011	6/7/2011	79.57	5568594-0					EAKES OFFICE PLUS	Posted
	42-22-5530				OFFICE SUPPLIES				36.29	0.00
	10-10-5530				OFFICE SUPPLIES				36.29	0.00
	43-10-6020				OFFICE SUPPLIES				6.99	0.00
									<u>79.57</u>	<u>0</u>
70283	6/7/2011	6/7/2011	87.70	5568597-0					EAKES OFFICE PLUS	Posted
	21-10-9900				OFFICE SUPPLIES				29.24	0.00
	22-10-9900				OFFICE SUPPLIES				29.24	0.00
	23-10-9900				OFFICE SUPPLIES				29.22	0.00
									<u>87.7</u>	<u>0</u>
70357	6/7/2011	6/7/2011	97.50	5554909-0					EAKES OFFICE PLUS	Posted
	31-10-5532				OFFICE SUPPLIES				97.50	0.00
70017	5/19/2011	5/19/2011	6,274.03						EFTPS	ACH 20100849
	10-10-3435				SOC SECURITY				366.51	0.00
	10-20-3435				SOC SECURITY				228.74	0.00
	10-30-3435				SOC SECURITY				744.87	0.00
	10-40-3435				SOC SECURITY				2,168.08	0.00
	10-60-3435				SOC SECURITY				249.29	0.00
	16-10-3435				SOC SECURITY				13.08	0.00
	24-10-3435				SOC SECURITY				830.13	0.00
	31-10-3435				SOC SECURITY				90.15	0.00
	37-10-3435				SOC SECURITY				149.12	0.00
	39-10-3435				SOC SECURITY				49.69	0.00
	41-10-3435				SOC SECURITY				774.20	0.00
	42-10-3435				SOC SECURITY				240.87	0.00

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	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>				<u>Debit</u>	<u>Credit</u>
	42-22-3435				SOC SECURITY				275.41	0.00
	43-10-3435				SOC SECURITY				34.29	0.00
	43-22-3435				SOC SECURITY				46.52	0.00
	44-10-3435				SOC SECURITY				13.08	0.00
									<u>6274.03</u>	<u>0</u>
70018	5/19/2011	5/19/2011	1,749.44					EFTPS		ACH 20100850
	10-10-3435				MEDICARE				102.16	0.00
	10-20-3435				MEDICARE				63.82	0.00
	10-30-3435				MEDICARE				207.70	0.00
	10-40-3435				MEDICARE				604.58	0.00
	10-60-3435				MEDICARE				69.50	0.00
	16-10-3435				MEDICARE				3.66	0.00
	24-10-3435				MEDICARE				231.48	0.00
	31-10-3435				MEDICARE				25.08	0.00
	37-10-3435				MEDICARE				41.58	0.00
	39-10-3435				MEDICARE				13.86	0.00
	41-10-3435				MEDICARE				215.86	0.00
	42-10-3435				MEDICARE				67.16	0.00
	42-22-3435				MEDICARE				76.80	0.00
	43-10-3435				MEDICARE				9.58	0.00
	43-22-3435				MEDICARE				12.98	0.00
	44-10-3435				MEDICARE				3.64	0.00
									<u>1749.44</u>	<u>0</u>
70019	5/19/2011	5/19/2011	6,426.38					EFTPS		ACH 20100851
	10-10-3425				FED MARRIED				150.79	0.00
	10-20-3425				FED MARRIED				42.55	0.00
	10-30-3425				FED MARRIED				285.58	0.00
	10-40-3425				FED MARRIED				662.27	0.00
	24-10-3425				FED MARRIED				684.11	0.00
	31-10-3425				FED MARRIED				56.47	0.00
	37-10-3425				FED MARRIED				8.86	0.00
	39-10-3425				FED MARRIED				37.45	0.00
	41-10-3425				FED MARRIED				361.21	0.00
	42-10-3425				FED MARRIED				58.41	0.00
	43-10-3425				FED MARRIED				1.00	0.00
	10-20-3425				FED SINGLE				24.09	0.00
	10-30-3425				FED SINGLE				548.56	0.00
	10-40-3425				FED SINGLE				2,135.75	0.00
	10-60-3425				FED SINGLE				278.55	0.00
	24-10-3425				FED SINGLE				4.24	0.00
	31-10-3425				FED SINGLE				3.37	0.00
	37-10-3425				FED SINGLE				164.07	0.00
	41-10-3415				FED SINGLE				393.97	0.00
	42-10-3425				FED SINGLE				218.70	0.00
	42-22-3425				FED SINGLE				204.03	0.00
	43-10-3425				FED SINGLE				41.83	0.00
	43-22-3425				FED SINGLE	125			60.52	0.00
									<u>6426.38</u>	<u>0</u>
70024	5/19/2011	5/19/2011	4,606.93					EFTPS		ACH 165

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	21-10-3435				SOC SECURITY				2,520.71	0.00
	22-10-3435				SOC SECURITY				1,173.09	0.00
	23-10-3435				SOC SECURITY				913.13	0.00
									<u>4606.93</u>	<u>0</u>
70025	5/19/2011	5/19/2011	1,284.64					EFTPS		ACH 166
	21-10-3435				MEDICARE				702.94	0.00
	22-10-3435				MEDICARE				327.10	0.00
	23-10-3435				MEDICARE				254.60	0.00
									<u>1284.64</u>	<u>0</u>
70026	5/19/2011	5/19/2011	4,146.36					EFTPS		ACH 167
	21-10-3425				FED MARRIED				1,492.33	0.00
	22-10-3425				FED MARRIED				742.43	0.00
	23-10-3425				FED MARRIED				561.23	0.00
	21-10-3425				FED SINGLE				984.47	0.00
	22-10-3425				FED SINGLE				365.90	0.00
									<u>4146.36</u>	<u>0</u>
70175	6/2/2011	6/2/2011	6,482.54					EFTPS		ACH 20100857
	10-10-3435				SOC SECURITY				366.54	0.00
	10-20-3435				SOC SECURITY				190.16	0.00
	10-30-3435				SOC SECURITY				705.36	0.00
	10-40-3435				SOC SECURITY				2,310.76	0.00
	10-60-3435				SOC SECURITY				249.67	0.00
	16-10-3435				SOC SECURITY				14.58	0.00
	24-10-3435				SOC SECURITY				785.05	0.00
	31-10-3435				SOC SECURITY				90.16	0.00
	37-10-3435				SOC SECURITY				183.46	0.00
	39-10-3435				SOC SECURITY				44.07	0.00
	41-10-3435				SOC SECURITY				805.51	0.00
	42-10-3435				SOC SECURITY				299.25	0.00
	42-22-3435				SOC SECURITY				134.78	0.00
	43-10-3435				SOC SECURITY				94.31	0.00
	43-22-3435				SOC SECURITY				196.05	0.00
	44-10-3435				SOC SECURITY				12.83	0.00
									<u>6482.54</u>	<u>0</u>
70176	6/2/2011	6/2/2011	1,807.54					EFTPS		ACH 20100858
	10-10-3435				MEDICARE				102.16	0.00
	10-20-3435				MEDICARE				53.02	0.00
	10-30-3435				MEDICARE				196.68	0.00
	10-40-3435				MEDICARE				644.34	0.00
	10-60-3435				MEDICARE				69.62	0.00
	16-10-3435				MEDICARE				4.06	0.00
	24-10-3435				MEDICARE				218.96	0.00
	31-10-3435				MEDICARE				25.08	0.00
	37-10-3435				MEDICARE				51.16	0.00
	39-10-3435				MEDICARE				12.30	0.00
	41-10-3435				MEDICARE				224.60	0.00
	42-10-3435				MEDICARE				83.44	0.00
	42-22-3435				MEDICARE				37.58	0.00
	43-10-3435				MEDICARE				26.30	0.00

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	43-22-3435			MEDICARE					54.66	0.00
	44-10-3435			MEDICARE					3.58	0.00
									<u>1807.54</u>	<u>0</u>
70177	6/2/2011	6/2/2011	6,702.49					EFTPS		ACH 20100859
	10-10-3425			FED MARRIED					150.68	0.00
	10-20-3425			FED MARRIED					34.56	0.00
	10-30-3425			FED MARRIED					268.95	0.00
	10-40-3425			FED MARRIED					620.61	0.00
	24-10-3425			FED MARRIED					651.90	0.00
	31-10-3425			FED MARRIED					61.31	0.00
	37-10-3425			FED MARRIED					37.48	0.00
	39-10-3425			FED MARRIED					33.05	0.00
	41-10-3425			FED MARRIED					375.67	0.00
	42-10-3425			FED MARRIED					69.71	0.00
	43-10-3425			FED MARRIED					1.03	0.00
	10-20-3425			FED SINGLE					40.36	0.00
	10-30-3425			FED SINGLE					510.18	0.00
	10-40-3425			FED SINGLE					2,378.02	0.00
	10-60-3425			FED SINGLE					279.08	0.00
	16-10-3425			FED SINGLE					2.05	0.00
	24-10-3425			FED SINGLE					4.18	0.00
	31-10-3425			FED SINGLE					3.31	0.00
	37-10-3425			FED SINGLE					157.04	0.00
	41-10-3415			FED SINGLE					393.63	0.00
	42-10-3425			FED SINGLE					239.65	0.00
	42-22-3425			FED SINGLE					175.31	0.00
	43-10-3425			FED SINGLE					112.48	0.00
	43-22-3425			FED SINGLE					102.25	0.00
									<u>6702.49</u>	<u>0</u>
70184	6/2/2011	6/2/2011	4,760.08					EFTPS		ACH 173
	21-10-3435			SOC SECURITY					2,576.27	0.00
	22-10-3435			SOC SECURITY					1,290.09	0.00
	23-10-3435			SOC SECURITY					893.72	0.00
									<u>4760.08</u>	<u>0</u>
70185	6/2/2011	6/2/2011	1,327.32					EFTPS		ACH 174
	21-10-3435			MEDICARE					718.38	0.00
	22-10-3435			MEDICARE					359.74	0.00
	23-10-3435			MEDICARE					249.20	0.00
									<u>1327.32</u>	<u>0</u>
70186	6/2/2011	6/2/2011	4,302.75					EFTPS		ACH 175
	21-10-3425			FED MARRIED					1,509.25	0.00
	22-10-3425			FED MARRIED					791.91	0.00
	23-10-3425			FED MARRIED					529.07	0.00
	21-10-3425			FED SINGLE					1,050.61	0.00
	22-10-3425			FED SINGLE					421.91	0.00
									<u>4302.75</u>	<u>0</u>
						127				
70306	6/7/2011	6/7/2011	212.90					281 ELECTRIC FUND		Posted
	19-10-6141			LABOR					212.90	0.00

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CITY OF CRETE

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Vend#</u>	<u>Vendor Name</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>				<u>Debit</u>	<u>Credit</u>
	21-10-9620				MO END LIFE				58.54	0.00
	22-10-9620				MO END LIFE				48.78	0.00
	23-10-9620				MO END LIFE				32.52	0.00
									<u>139.84</u>	<u>0</u>
70197	6/2/2011	6/2/2011	115.60							
	31-10-5160				FIREMEN LIFE				115.60	0.00
70311	6/7/2011	6/7/2011	2,927.87	20111004						
	31-21-5340				RESCUE				1,875.09	0.00
	10-20-5340				TRANSFER				1,052.78	0.00
									<u>2927.87</u>	<u>0</u>
70371	6/7/2011	6/7/2011	411.50							
	31-10-5385				ENCOUNTER FORMS MAY				411.50	0.00
70199	6/7/2011	6/7/2011	40.00							
	43-22-5901				REFUND SWIM LESSONS				40.00	0.00
70006	5/19/2011	5/19/2011	1,324.08							
	10-10-3415				CREDIT UNION				1.80	0.00
	10-30-3415				CREDIT UNION				75.00	0.00
	10-40-3415				CREDIT UNION				200.00	0.00
	24-10-3415				CREDIT UNION				37.28	0.00
	41-10-3415				CREDIT UNION				1,000.00	0.00
	42-22-3415				CREDIT UNION				7.44	0.00
	43-22-3415				CREDIT UNION				2.56	0.00
									<u>1324.08</u>	<u>0</u>
70029	5/19/2011	5/19/2011	475.92							
	21-10-3415				CREDIT UNION				256.33	0.00
	22-10-3415				CREDIT UNION				169.31	0.00
	23-10-3415				CREDIT UNION				50.28	0.00
									<u>475.92</u>	<u>0</u>
70164	6/2/2011	6/2/2011	1,324.08							
	10-10-3415				CREDIT UNION				1.80	0.00
	10-30-3415				CREDIT UNION				75.00	0.00
	10-40-3415				CREDIT UNION				200.00	0.00
	24-10-3415				CREDIT UNION				37.28	0.00
	41-10-3415				CREDIT UNION				1,000.00	0.00
	42-22-3415				CREDIT UNION				7.44	0.00
	43-22-3415				CREDIT UNION				2.56	0.00
									<u>1324.08</u>	<u>0</u>
70189	6/2/2011	6/2/2011	475.92							
	21-10-3415				CREDIT UNION				257.31	0.00
	22-10-3415				CREDIT UNION				168.03	0.00
	23-10-3415				CREDIT UNION				50.58	0.00
									<u>475.92</u>	<u>0</u>
70308	6/7/2011	6/7/2011	26,154.66	33822						
	62-10-6387				226.309 POOL IMPROVE				26,154.66	0.00
70375	6/7/2011	6/7/2011	5,000.00	33832						
	23-10-9840				226.296 WW STUDY 130				5,000.00	0.00
70075	6/7/2011	6/7/2011	86.75	7249997						
	23-10-7282				LAB				86.75	0.00

LIFE EMC NATIONAL LIFE COMPANck# 71076 Printed

EMS BILLING SERVICES INC Posted

PATRICIA FEEKEN Posted

NICOLE FINNER Posted

611 FIRST NEBRASKA EDUCATORACH 20100852

611 FIRST NEBRASKA EDUCATORACH 168

611 FIRST NEBRASKA EDUCATORACH 20100860

611 FIRST NEBRASKA EDUCATORACH 176

86 GILMORE & ASSOCIATES INC Posted

86 GILMORE & ASSOCIATES INC Posted

HACH COMPANY CO Posted

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	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>				<u>Debit</u>	<u>Credit</u>	
70294	6/7/2011	6/7/2011	50.39	7256072	LAB				HACH COMPANY CO	Posted	
	23-10-7282								50.39	0.00	
70058	6/7/2011	6/7/2011	163.54	5055	FIELD MATERIALS				HAMM QUARRIES	Posted	
	42-10-5589								163.54	0.00	
70147	6/7/2011	6/7/2011	147.37	1258124	MTG/TRNG				NP HAMPTON INN NORTH PLATTE	Posted	
	21-10-9760								147.37	0.00	
70313	6/7/2011	6/7/2011	527.90		PROF SERV				HARDING & SHULTZ, P.C.,L.L.C.	Posted	
	10-10-5380								527.90	0.00	
70148	6/7/2011	6/7/2011	2,881.50	3224234	RI				HAWKINS, INC	Posted	
	43-10-5570				CHEMICALS				2,881.50	0.00	
70324	6/7/2011	6/7/2011	62.27	3226600	RI				HAWKINS, INC	Posted	
	43-10-5570				CHEMICALS				62.27	0.00	
70339	6/7/2011	6/7/2011	54.76	3227791	RI				HAWKINS, INC	Posted	
	43-10-5570				CHEMICALS				54.76	0.00	
70340	6/7/2011	6/7/2011	143.95	3226384	RI				HAWKINS, INC	Posted	
	43-10-5570				CHEMICALS				143.95	0.00	
70344	6/7/2011	6/7/2011	411.79	3228145	RI				HAWKINS, INC	Posted	
	22-10-7081				MAINT PUMP EQUIP/MAT				411.79	0.00	
70346	6/7/2011	6/7/2011	15.00	3227046	RI				HAWKINS, INC	Posted	
	22-10-7041				CHEMICALS				15.00	0.00	
70359	6/7/2011	6/7/2011	220.00	31734	MTG/TRNG				551 HOLIDAY INN OF GRAND ISLA	Posted	
	31-10-5470								220.00	0.00	
70360	6/7/2011	6/7/2011	220.00	31703	MTG & TRNG				551 HOLIDAY INN OF GRAND ISLA	Posted	
	31-10-5470								220.00	0.00	
70361	6/7/2011	6/7/2011	220.00	31733	MTG & TRNG				551 HOLIDAY INN OF GRAND ISLA	Posted	
	31-10-5470								220.00	0.00	
70362	6/7/2011	6/7/2011	220.00	31732	MTG & TRNG				551 HOLIDAY INN OF GRAND ISLA	Posted	
	31-10-5470								220.00	0.00	
70259	6/7/2011	6/7/2011	1,196.00	815861	AMMUNITION				1243 HORNADY	Posted	
	10-40-5620								1,196.00	0.00	
70061	6/7/2011	6/7/2011	83.31	298564-00	MAINT UG LINES/MAT				HUSKER ELECTRIC SUPPLY C	Posted	
	21-10-8040								83.31	0.00	
70300	6/7/2011	6/7/2011	3,109.38	299957-00	STRUCTURES & IMPROVEMENTS				HUSKER ELECTRIC SUPPLY C	Posted	
	22-10-1020								3,109.38	0.00	
70310	6/7/2011	6/7/2011	50.00	C13547	INSPECTION				JACOBSEN FIRE EQUIP CO	Posted	
	16-10-5330								50.00	0.00	
70316	6/7/2011	6/7/2011	30.00	42820	TIRE/MOUNT/BAL				117 JAY'S OIL CO.	Posted	
	42-10-5810								30.00	0.00	
70317	6/7/2011	6/7/2011	25.00	42592	TIRE REPAIR				117 JAY'S OIL CO.	Posted	
	24-10-5810								25.00	0.00	
70318	6/7/2011	6/7/2011	876.98	43020	TIRES/MOUNT/BAL				117 JAY'S OIL CO.	Posted	
	22-10-8460								876.98	0.00	
70319	6/7/2011	6/7/2011	25.00	42643	BOBCAT TIRE				117 JAY'S OIL CO.	Posted	
	24-10-5810								25.00	0.00	
70320	6/7/2011	6/7/2011	25.00	42783	TIRE REPAIR				117 JAY'S OIL CO.	Posted	
	24-10-5810								25.00	0.00	
70321	6/7/2011	6/7/2011	18.95	42508	LP 20 CYL		131		117 JAY'S OIL CO.	Posted	
	21-10-8040								18.95	0.00	
70249	6/7/2011	6/7/2011	91.00	780903	UNIFORMS				704 JEAN'S CREATIVE SEWING	Posted	
	10-40-5630								91.00	0.00	

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	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>				<u>Debit</u>	<u>Credit</u>
70124	6/7/2011	6/7/2011	4,560.00	64681	R101425.00 WW RATE STUDY				JEO CONSULTING GROUP, IN	Posted
	23-10-9840				R101425.00 WW RATE STUDY				2,480.00	0.00
	22-10-9840								2,080.00	0.00
									<u>4560</u>	<u>0</u>
70343	6/7/2011	6/7/2011	162.50	159	PROF SERV				JOHN A KRAJEWSKI	Posted
	21-10-9840								162.50	0.00
70054	6/7/2011	6/7/2011	137.77	S100176054.001	COMPRESSION CONNECTOR				KRIZ-DAVIS COMPANY	Posted
	21-10-2600								137.77	0.00
70073	6/7/2011	6/7/2011	544.38	S100187854.002	CABLE PREP KIT				KRIZ-DAVIS COMPANY	Posted
	21-10-8040								544.38	0.00
70074	6/7/2011	6/7/2011	47.34	S100187854.001	CABLE PREP KIT				KRIZ-DAVIS COMPANY	Posted
	21-10-8040								47.34	0.00
70226	6/7/2011	6/7/2011	29.47	5266-44218	SOLDER				L & L AUTO PARTS	Posted
	21-10-7080								29.47	0.00
70250	6/7/2011	6/7/2011	11.36	5266-44834	BELT				L & L AUTO PARTS	Posted
	10-60-5791								11.36	0.00
70355	6/7/2011	6/7/2011	43.95	5266-44058	BATTERY				L & L AUTO PARTS	Posted
	33-10-5330								43.95	0.00
70356	6/7/2011	6/7/2011	69.99	5266-44052	BATTERY				L & L AUTO PARTS	Posted
	33-10-5330								69.99	0.00
70039	5/23/2011	5/23/2011	213.20		SUBSCRIPTION				LINCOLN JOURNAL STAR	Ck# 71059 Printed
	41-10-5691								213.20	0.00
70299	6/7/2011	6/7/2011	787.74	6566181	AD				LINCOLN JOURNAL STAR	Posted
	22-10-9880								787.74	0.00
70052	6/7/2011	6/7/2011	133.65	012953 01	MAINT SEWER MAINS (EX)				LINCOLN WINWATER WORKS	Posted
	23-10-8022								133.65	0.00
70085	6/7/2011	6/7/2011	540.72	01306900	BLDG & GROUNDS MAINT				LINCOLN WINWATER WORKS	Posted
	43-10-5330								540.72	0.00
70151	6/7/2011	6/7/2011	426.00	05232011-1	INSPECTION				LAVERNE A LOTTMAN JR	Posted
	43-10-5380								426.00	0.00
70220	6/7/2011	6/7/2011	20.00		INTERPRET				WILLIAM LUONG	Posted
	10-40-5382								20.00	0.00
70134	6/7/2011	6/7/2011	50.00		REFUND				SANDRA MADISON	Posted
	10-20-5901								50.00	0.00
70046	6/7/2011	6/7/2011	74.00	H2505585	LEASE PMT				MAIL FINANCE	Posted
	10-10-5750								74.00	0.00
70132	6/7/2011	6/7/2011	378.51		REFUND				MAILHANDLERS BENEFIT PLA	Posted
	10-20-5901								378.51	0.00
70222	6/7/2011	6/7/2011	3,200.00		PROF SERV				89 MARVIN E. JEWELL & COMPAN	Posted
	14-10-5251								3,200.00	0.00
70378	6/7/2011	6/7/2011	84.63	50086614	OXYGEN				71 MATHESON TRI-GAS INC	Posted
	10-20-6020								84.63	0.00
70379	6/7/2011	6/7/2011	273.40	02488047	OXYGEN				71 MATHESON TRI-GAS INC	Posted
	10-20-6020								273.40	0.00
70070	6/7/2011	6/7/2011	21.47		UTIL 08636613854				MCI MEGA PREFERRED	Posted
	41-10-5210								21.47	0.00
70323	6/7/2011	6/7/2011	104.92	86410087	CHEMICALS	132			1236 MCMASTER-CARR SUPPLY CC	Posted
	21-10-7080								104.92	0.00
70127	6/7/2011	6/7/2011	316.00						MEDICARE	Posted

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Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Vend#	Vendor Name	Status	
	Account#	Work Order			Description				Debit	Credit	
	31-21-4045				REFUND				316.00	0.00	
70128	6/7/2011	6/7/2011	269.52					MEDICARE		Posted	
	31-21-4045				REFUND				269.52	0.00	
70203	6/2/2011	6/2/2011	113.00					CARL MEDLEY		Ck# 21308 Printed	
	22-10-9760				MTG & TRNG				113.00	0.00	
70245	6/7/2011	6/7/2011	23.96					1517 MENARDS		Posted	
	10-40-5329				GEN MAINT/REPAIR				23.96	0.00	
70136	6/7/2011	6/7/2011	40.00					VIRGINIA MOORE		Posted	
	31-21-4045				REFUND				40.00	0.00	
70296	6/7/2011	6/7/2011	75.00					DEB MOYER		Posted	
	43-22-5470				LIFEGUARD/BACKBOARD TRNG				75.00	0.00	
70089	6/7/2011	6/7/2011	342,506.04	284011				MUNICIPAL ENERGY AGENCY		Posted	
	21-10-7260				PURCHASED POWER				264,405.93	0.00	
	21-10-7260				PURCHASED POWER				11,781.00	0.00	
	21-10-7820				TRANSMISSION				66,319.11	0.00	
									342506.04	0	
70084	6/7/2011	6/7/2011	792.94	0470666-IN				224 MUNICIPAL SUPPLY INC. OF N		Posted	
	22-10-1700				DIST SYST/REMEDI/REBUILD				721.38	0.00	
	23-10-8022				MAINT SEWER MAINS				71.56	0.00	
									792.94	0	
70315	6/7/2011	6/7/2011	640.68	0471844-IN				224 MUNICIPAL SUPPLY INC. OF N		Posted	
	23-10-8022				MAINT SEWER MAINS (EX)				640.68	0.00	
70139	6/7/2011	6/7/2011	222.62					GARY MUSIL		Posted	
	31-21-4045				REFUND				222.62	0.00	
70211	6/7/2011	6/7/2011	2.07	815235				176 NAPA AUTO PARTS		Posted	
	21-10-8071				STOP LAMP				2.07	0.00	
70223	6/7/2011	6/7/2011	7.81	813872				176 NAPA AUTO PARTS		Posted	
	24-10-5771				PARTS				7.81	0.00	
70224	6/7/2011	6/7/2011	2.91	814129				176 NAPA AUTO PARTS		Posted	
	21-10-7080				BATTERY CABLE LUG				2.91	0.00	
70225	6/7/2011	6/7/2011	13.16	814166				176 NAPA AUTO PARTS		Posted	
	23-10-7201				OIL				13.16	0.00	
70353	6/7/2011	6/7/2011	17.58	814577				176 NAPA AUTO PARTS		Posted	
	10-20-5791				BLADE				17.58	0.00	
70354	6/7/2011	6/7/2011	28.32	813170				176 NAPA AUTO PARTS		Posted	
	10-20-5791				AIR FILTERS				31.35	0.00	
	10-20-5791				AIR FILTERS				0.00	3.03	
									31.35	3.03	
70016	5/19/2011	5/19/2011	9.62					NE CHILD SUPPORT PAYMENT ACH		20100853	
	10-20-3475				CHILD SUPPORT				9.62	0.00	
70030	5/19/2011	5/19/2011	226.62					NE CHILD SUPPORT PAYMENT ACH		169	
	21-10-3475				CHILD SUPPORT				226.62	0.00	
70174	6/2/2011	6/2/2011	226.62					NE CHILD SUPPORT PAYMENT ACH		177	
	21-10-3475				CHILD SUPPORT				226.62	0.00	
70290	6/7/2011	6/7/2011	150.00					V/W UNIT NE DEPT OF ENVIRONMENTAL		Posted	
	23-10-9780				DUES & MEMBERSHIPS				150.00	0.00	
70329	6/7/2011	6/7/2011	4,600.00			133		LICENSE NE DEPT OF HEALTH & HUMAN		Ack# 71079 Printed	
	62-10-6387				REVIEW FEE/POOL				4,600.00	0.00	
70010	5/19/2011	5/19/2011	2,183.64					ITHHOLD NE DEPT OF REVENUE		ACH 20100854	

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	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>				<u>Debit</u>	<u>Credit</u>
	10-10-3430				ST MARRIED				73.98	0.00
	10-20-3430				ST MARRIED				9.83	0.00
	10-30-3430				ST MARRIED				90.91	0.00
	10-40-3430				ST MARRIED				253.56	0.00
	24-10-3430				ST MARRIED				249.68	0.00
	31-10-3430				ST MARRIED				12.51	0.00
	37-10-3430				ST MARRIED				2.74	0.00
	39-10-3430				ST MARRIED				11.85	0.00
	41-10-3430				ST MARRIED				126.03	0.00
	42-10-3430				ST MARRIED				18.53	0.00
	43-10-3430				ST MARRIED				0.41	0.00
	10-20-3430				ST SINGLE				8.52	0.00
	10-30-3430				ST SINGLE				184.53	0.00
	10-40-3430				ST SINGLE				708.79	0.00
	10-60-3430				ST SINGLE				91.97	0.00
	16-10-3430				ST SINGLE				0.43	0.00
	24-10-3430				ST SINGLE				1.38	0.00
	31-10-3430				ST SINGLE				1.27	0.00
	37-10-3430				ST SINGLE				53.34	0.00
	41-10-3430				ST SINGLE				128.64	0.00
	42-10-3430				ST SINGLE				57.02	0.00
	42-22-3430				ST SINGLE				64.90	0.00
	43-10-3430				ST SINGLE				12.35	0.00
	43-22-3430				ST SINGLE				20.05	0.00
	44-10-3430				ST SINGLE				0.42	0.00
									<u>2183.64</u>	<u>0</u>
70031	5/19/2011	5/19/2011	1,522.59					ITHHOLD NE DEPT OF REVENUE		ACH 170
	21-10-3430				ST MARRIED				564.39	0.00
	22-10-3430				ST MARRIED				266.55	0.00
	23-10-3430				ST MARRIED				242.24	0.00
	21-10-3430				ST SINGLE				323.84	0.00
	22-10-3430				ST SINGLE				125.57	0.00
									<u>1522.59</u>	<u>0</u>
70168	6/2/2011	6/2/2011	2,254.99					ITHHOLD NE DEPT OF REVENUE		ACH 20100861
	10-10-3430				ST MARRIED				73.87	0.00
	10-20-3430				ST MARRIED				8.16	0.00
	10-30-3430				ST MARRIED				85.35	0.00
	10-40-3430				ST MARRIED				235.23	0.00
	24-10-3430				ST MARRIED				237.31	0.00
	31-10-3430				ST MARRIED				12.72	0.00
	37-10-3430				ST MARRIED				14.19	0.00
	39-10-3430				ST MARRIED				10.38	0.00
	41-10-3430				ST MARRIED				130.87	0.00
	42-10-3430				ST MARRIED				22.03	0.00
	43-10-3430				ST MARRIED				0.43	0.00
	10-20-3430				ST SINGLE				14.29	0.00
	10-30-3430				ST SINGLE				173.92	0.00
	10-40-3430				ST SINGLE				775.91	0.00
	10-60-3430				ST SINGLE				92.18	0.00

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	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>				<u>Debit</u>	<u>Credit</u>
	16-10-3430				ST SINGLE				1.09	0.00
	24-10-3430				ST SINGLE				1.34	0.00
	31-10-3430				ST SINGLE				1.23	0.00
	37-10-3430				ST SINGLE				50.26	0.00
	41-10-3430				ST SINGLE				128.49	0.00
	42-10-3430				ST SINGLE				59.46	0.00
	42-22-3430				ST SINGLE				58.07	0.00
	43-10-3430				ST SINGLE				37.25	0.00
	43-22-3430				ST SINGLE				30.59	0.00
	44-10-3430				ST SINGLE				0.37	0.00
									<u>2254.99</u>	<u>0</u>
70190	6/2/2011	6/2/2011	1,564.28							
	21-10-3430				ST MARRIED				569.23	0.00
	22-10-3430				ST MARRIED				284.67	0.00
	23-10-3430				ST MARRIED				231.93	0.00
	21-10-3430				ST SINGLE				337.55	0.00
	22-10-3430				ST SINGLE				140.90	0.00
									<u>1564.28</u>	<u>0</u>
70198	6/2/2011	6/2/2011	105.00							
	24-10-5470				MEETING & TRNG				105.00	0.00
70291	6/7/2011	6/7/2011	309.00							
	23-10-9760				MTG/TRNG				309.00	0.00
70152	5/26/2011	5/26/2011	160,970.00	SD11009T		5/26/2011				
	61-10-6435				Street Sweeper				160,970.00	0.00
70043	5/25/2011	5/25/2011	125.00							
	10-10-5452				INSP EXP				125.00	0.00
70157	5/31/2011	5/31/2011	300.00	05312011		5/31/2011				
	40-10-5692				Application Fee				300.00	0.00
70235	6/7/2011	6/7/2011	50.00							
	43-22-5470				POOL OP CLASS				50.00	0.00
70261	6/7/2011	6/7/2011	49.99	110503212						
	10-40-5470				MTG/TRNG				49.99	0.00
70153	5/27/2011	5/27/2011	203.29	00349816						
	41-10-5750				ELEVATOR MAINT				203.29	0.00
70071	6/7/2011	6/7/2011	368.95	156947						
	21-10-1130				SCADA CONSULT				295.16	0.00
	22-10-1850				SCADA CONSULT				36.90	0.00
	23-10-1850				SCADA CONSULT				36.89	0.00
									<u>368.95</u>	<u>0</u>
70201	6/7/2011	6/7/2011	1,176.12	157376						
	21-10-9840				001-0127 RICE				1,176.12	0.00
70066	6/7/2011	6/7/2011	58.35							
	24-10-5801				OIL				23.99	0.00
	24-10-5990				CULVERT				34.36	0.00
									<u>58.35</u>	<u>0</u>
70067	6/7/2011	6/7/2011	61.08				135			
	37-10-5810				TIRES & REPAIR				23.99	0.00
	37-10-5970				OIL				9.98	0.00
	37-10-5970				GRIND WHEET/WASP SPRAY				13.15	0.00

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	37-10-5970				SPRINKLER/HOSE/CLAMP				13.96	0.00
70068	6/7/2011	6/7/2011	45.99							
	22-10-8021				MAINT WATER MAINS				45.99	0.00
70088	6/7/2011	6/7/2011	232.50					218	TOM OURADA	Posted
	21-10-9760				MTG & TRNG				232.50	0.00
70060	6/7/2011	6/7/2011	23.94					130	PAMIDA DISCOUNT CENTER	Posted
	43-10-6020				MULCH				23.94	0.00
70144	6/7/2011	6/7/2011	27.48					130	PAMIDA DISCOUNT CENTER	Posted
	42-22-5560				CONCESSIONS				27.48	0.00
70258	6/7/2011	6/7/2011	19.04					130	PAMIDA DISCOUNT CENTER	Posted
	10-40-5970				MISC OP				19.04	0.00
70263	6/7/2011	6/7/2011	5.38					130	PAMIDA DISCOUNT CENTER	Posted
	43-10-6020				POOL BANDAIDS				5.38	0.00
70264	6/7/2011	6/7/2011	28.47					130	PAMIDA DISCOUNT CENTER	Posted
	43-22-5331				POOL SUPPLIES				28.47	0.00
70137	6/7/2011	6/7/2011	914.07							
	10-20-5901				REFUND				914.07	0.00
70065	6/7/2011	6/7/2011	15.00					104	PINNACLE BANK	Posted
	10-10-5970				SAFE DEPOSIT BOX				15.00	0.00
70247	6/7/2011	6/7/2011	25.75							
	10-40-5531				POSTAGE				25.75	0.00
70059	6/7/2011	6/7/2011	48.94	446724						
	37-10-5970				BALL JOINT				48.94	0.00
70303	6/7/2011	6/7/2011	87.00							
	22-10-8100				FILTER/BELT				87.00	0.00
70138	6/7/2011	6/7/2011	91.72							
	10-20-5901				REFUND				91.72	0.00
70004	5/19/2011	5/19/2011	5,659.70							
	10-10-3470				PENSION 6%				431.94	0.00
	10-30-3470				PENSION 6%				822.20	0.00
	10-60-3470				PENSION 6%				143.24	0.00
	24-10-3470				PENSION 6%				761.52	0.00
	31-10-3470				PENSION 6%				31.08	0.00
	37-10-3470				PENSION 6%				195.22	0.00
	39-10-3470				PENSION 6%				57.40	0.00
	41-10-3470				PENSION 6%				743.80	0.00
	42-10-3470				PENSION 6%				203.82	0.00
	42-22-3470				PENSION 6%				154.58	0.00
	43-10-3470				PENSION 6%				34.26	0.00
	43-22-3470				PENSION 6%				51.54	0.00
	10-40-3470				PD PENSION 6%				2,029.10	0.00
									5659.7	0
70005	5/19/2011	5/19/2011	119.24							
	10-40-3471				DEF COMP				70.00	0.00
	37-10-3471				DEF COMP				2.87	0.00
	39-10-3471				DEF COMP				9.87	0.00
	41-10-3471				DEF COMP	136			1.43	0.00
	42-10-3471				DEF COMP				15.07	0.00
	42-22-3471				DEF COMP				14.86	0.00

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70032	5/19/2011	5/19/2011	4,700.64	DEF COMP					5.14	0.00
	43-22-3471							PRINCIPAL GROUP		ACH 171
	21-10-3470			PENSION 6%					2,712.94	0.00
	22-10-3470			PENSION 6%					1,226.88	0.00
	23-10-3470			PENSION 6%					760.82	0.00
									<u>4700.64</u>	<u>0</u>
70033	5/19/2011	5/19/2011	389.28	DEF COMP					389.28	0.00
	21-10-3471							PRINCIPAL GROUP		ACH 172
70162	6/2/2011	6/2/2011	5,709.20	PENSION 6%					431.94	0.00
	10-10-3470			PENSION 6%					817.32	0.00
	10-30-3470			PENSION 6%					143.24	0.00
	10-60-3470			PENSION 6%					2.04	0.00
	16-10-3470			PENSION 6%					762.12	0.00
	24-10-3470			PENSION 6%					31.08	0.00
	31-10-3470			PENSION 6%					187.78	0.00
	37-10-3470			PENSION 6%					52.72	0.00
	39-10-3470			PENSION 6%					740.38	0.00
	41-10-3470			PENSION 6%					156.74	0.00
	42-10-3470			PENSION 6%					154.58	0.00
	42-22-3470			PENSION 6%					96.40	0.00
	43-10-3470			PENSION 6%					51.54	0.00
	43-22-3470			PENSION 6%					<u>2,081.32</u>	<u>0.00</u>
	10-40-3470			PD PENSION 6%					5709.2	0
70163	6/2/2011	6/2/2011	119.23	DEF COMP					70.00	0.00
	10-40-3471			DEF COMP					9.50	0.00
	39-10-3471			DEF COMP					0.73	0.00
	41-10-3471			DEF COMP					19.00	0.00
	42-10-3471			DEF COMP					14.86	0.00
	42-22-3471			DEF COMP					5.14	0.00
	43-22-3471			DEF COMP					<u>119.23</u>	<u>0</u>
70191	6/2/2011	6/2/2011	4,698.48	PENSION 6%					2,713.44	0.00
	21-10-3470			PENSION 6%					1,263.82	0.00
	22-10-3470			PENSION 6%					721.22	0.00
	23-10-3470			PENSION 6%					<u>4698.48</u>	<u>0</u>
70192	6/2/2011	6/2/2011	389.29	DEF COMP					389.29	0.00
	21-10-3471							PRINCIPAL GROUP		ACH 180
70014	5/19/2011	5/19/2011	0.00	GARNISHMENT - PCR					210.05	0.00
	42-10-3476			GARNISHMENT - PCR					50.73	0.00
	43-10-3476								<u>260.78</u>	<u>0</u>
70037	5/19/2011	5/19/2011	117.12	GARNISHMENT					94.28	0.00
	42-10-3476			GARNISHMENT		137			22.84	0.00
	43-10-3476								<u>117.12</u>	<u>0</u>
70172	6/2/2011	6/2/2011	0.00							
										PROFESSIONAL CHOICE REC(**VOID**)

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	16-10-3476				GARNISHMENT - PCR				1.36	0.00
	42-10-3476				GARNISHMENT - PCR				47.12	0.00
	43-10-3476				GARNISHMENT - PCR				68.64	0.00
									<u>117.12</u>	<u>0</u>
70042	5/25/2011	5/25/2011	52.00		RECRUITMENT			1839 RADIOLOGY ASSOCIATES, P.CCk# 71061	52.00	0.00
	10-40-5120							REVENUE FUNDS		Posted
70307	6/7/2011	6/7/2011	924.96		24% GARB FRAN				924.96	0.00
	39-10-4850							ROBERTSON SHEET-METAL I	618.00	0.00
70237	6/7/2011	6/7/2011	618.00	6614	GEN MAINT/REPAIR			ROBERTSON SHEET-METAL I	652.50	0.00
	10-40-5329							ROBERTSON SHEET-METAL I	714.22	0.00
70238	6/7/2011	6/7/2011	652.50	6631	GEN MAINT/REPAIR			ROBERTSON SHEET-METAL I	714.22	0.00
	10-40-5329							ROLI INDUSTRIAL SALES INC	41.35	0.00
70239	6/7/2011	6/7/2011	714.22	6642	AC				41.35	0.00
	61-10-6480				MAINT TREATMT PLT/MAT			SACK LUMBER CO.	75.44	0.00
70334	6/7/2011	6/7/2011	41.35	2095					75.44	0.00
	23-10-7201							SACK LUMBER CO.	7.50	0.00
70270	6/7/2011	6/7/2011	75.44	005-284276	MISC SUPPLIES				7.50	0.00
	24-10-6020							SACK LUMBER CO.	38.49	0.00
70271	6/7/2011	6/7/2011	7.50	005-284307	SAND				38.49	0.00
	24-10-5980							SACK LUMBER CO.	26.51	0.00
70272	6/7/2011	6/7/2011	38.49	005-284291	MISC SUPPLIES				26.51	0.00
	24-10-6020							SACK LUMBER CO.	4.36	0.00
70273	6/7/2011	6/7/2011	26.51	005-284400	STAKES/BTR LUMBER				4.36	0.00
	22-10-8021							SACK LUMBER CO.	51.16	0.00
70274	6/7/2011	6/7/2011	4.36	005-284362	NAILS/LUMBER				51.16	0.00
	22-10-8021							SACK LUMBER CO.	23.94	0.00
70275	6/7/2011	6/7/2011	51.16	005-284354	POLY FILM				23.94	0.00
	24-10-5980							SACK LUMBER CO.	13.98	0.00
70276	6/7/2011	6/7/2011	23.94	005-284522	THREADED ROD				13.98	0.00
	24-10-5990							SACK LUMBER CO.	17.74	0.00
70277	6/7/2011	6/7/2011	13.98	005-284553	BLADE				17.74	0.00
	24-10-6020							SACK LUMBER CO.	8.00	0.00
70278	6/7/2011	6/7/2011	17.74	005-284582	LUMBER/BLADE				8.00	0.00
	24-10-6020							SACK LUMBER CO.	13.38	0.00
70279	6/7/2011	6/7/2011	8.00	005-284694	STAKES				13.38	0.00
	42-10-5970							SACK LUMBER CO.	119.52	0.00
70280	6/7/2011	6/7/2011	13.38	005-284630	LUMBER				119.52	0.00
	24-10-5990							SACK LUMBER CO.	41.52	0.00
70281	6/7/2011	6/7/2011	119.52	005-284621	ROD/NAILS				41.52	0.00
	24-10-5990							SACK LUMBER CO.	22.00	0.00
70282	6/7/2011	6/7/2011	41.52	005-284238	TILE				22.00	0.00
	45-10-5330							154 SALINE COUNTY CLERK	6.00	0.00
70234	6/7/2011	6/7/2011	22.00		MISC OP				16.00	0.00
	10-10-5970				MISC OP				<u>22</u>	<u>0</u>
	42-10-5970									
70051	6/7/2011	6/7/2011	40.00	321	COURT COSTS		138	167 SALINE COUNTY COURT	40.00	0.00
	10-10-5420							SECRETARY OF STATE		Posted
70265	6/7/2011	6/7/2011	30.00							

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	10-10-5170				NOTARY COMM FEE				30.00	0.00	
70145	6/7/2011	6/7/2011	78.00	12626							
	42-10-5970				RADIO/COMM				78.00	0.00	
70251	6/7/2011	6/7/2011	790.00	12583							
	10-40-5730				RADIO REPAIR				790.00	0.00	
70252	6/7/2011	6/7/2011	58.45	12902							
	17-10-5735				RADIO REPAIR				58.45	0.00	
70253	6/7/2011	6/7/2011	73.45	12901							
	17-10-5735				RADIO REPAIR				73.45	0.00	
70254	6/7/2011	6/7/2011	173.90	12639							
	17-10-5735				EQUIP REPAIR				173.90	0.00	
70255	6/7/2011	6/7/2011	47.90	12903							
	10-40-5730				RADIO REPAIR				47.90	0.00	
70260	6/7/2011	6/7/2011	25.50	12671							
	10-40-5730				ANTENNA				25.50	0.00	
70342	6/7/2011	6/7/2011	455.00	12698							
	24-10-5890				ST LIGHT (EX)				455.00	0.00	
70212	6/7/2011	6/7/2011	360.11					394	SEWER FUND - CITY USE	Posted	
	10-40-5215				POLICE				27.00	0.00	
	16-10-5210				POLICE				11.25	0.00	
	24-10-5210				ST & GRADE				7.75	0.00	
	31-10-5210				FIRE MAINT				35.75	0.00	
	41-10-5210				LIBRARY				11.83	0.00	
	42-10-5210				PARK & REC				22.60	0.00	
	43-10-5210				SWIM POOL				237.75	0.00	
	45-10-5210				1ST ST CIVIC CENTER				6.18	0.00	
									<u>360.11</u>	<u>0</u>	
70213	6/7/2011	6/7/2011	23.13					394	SEWER FUND - CITY USE	Posted	
	21-10-7060				MAY REV DEPT USE				23.13	0.00	
70256	6/7/2011	6/7/2011	297.33	003204							
	10-40-5791				VEHICLE REPAIR				297.33	0.00	
70053	6/7/2011	6/7/2011	22.14	0014350				128	SKALA'S O.K. TIRE STORE, INC	Posted	
	22-10-8460				TIRE REPAIR				22.14	0.00	
70062	6/7/2011	6/7/2011	206.21	0014373				128	SKALA'S O.K. TIRE STORE, INC	Posted	
	22-10-8460				VEH EXP				206.21	0.00	
70322	6/7/2011	6/7/2011	58.75	0014289				128	SKALA'S O.K. TIRE STORE, INC	Posted	
	24-10-5947				TIRE REPAIR				58.75	0.00	
70330	6/7/2011	6/7/2011	60.00								
	10-10-5451				INSPECTION MILEAGE				60.00	0.00	
70331	6/7/2011	6/7/2011	310.13	103834							
	23-10-7201				FILTER ELEMENT				310.13	0.00	
70123	6/7/2011	6/7/2011	14.99	10087272							
	23-10-7201				MAINT TREATMT PLANT/EQUIP				14.99	0.00	
70207	6/7/2011	6/7/2011	29.99	10087361							
	43-10-6020				MISC SUPPLIES (NO TAX)				29.99	0.00	
70293	6/7/2011	6/7/2011	28,235.75	1041614							
	21-10-4505				1440 LARGE TOTE	139			22,680.00	0.00	
	21-10-4505				280 SM TOTE				4,326.00	0.00	
	21-10-4505				53 - 2 TOTES				993.75	0.00	

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	21-10-4505			825 E 12TH					4.00	0.00
	21-10-4505			525 E 13TH					4.00	0.00
	21-10-4505			12 SEASONAL					108.00	0.00
	21-10-4505			24 SPRING CLEAN-UP COUPONS					120.00	0.00
									<u>28235.75</u>	<u>0</u>
70009	5/19/2011	5/19/2011	1,114.58							
	10-10-3465			DISABILITY INS					70.60	0.00
	10-20-3465			DISABILITY INS					3.03	0.00
	10-30-3465			DISABILITY INS					135.88	0.00
	10-40-3465			DISABILITY INS					424.52	0.00
	10-60-3465			DISABILITY INS					53.88	0.00
	24-10-3465			DISABILITY INS					168.94	0.00
	31-10-3465			DISABILITY INS					4.89	0.00
	37-10-3465			DISABILITY INS					35.63	0.00
	39-10-3465			DISABILITY INS					10.51	0.00
	41-10-3465			DISABILITY INS					121.61	0.00
	42-10-3465			DISABILITY INS					41.36	0.00
	42-22-3465			DISABILITY INS					27.88	0.00
	43-10-3465			DISABILITY INS					6.22	0.00
	43-22-3465			DISABILITY INS					9.63	0.00
									<u>1114.58</u>	<u>0</u>
70034	5/19/2011	5/19/2011	890.01							
	21-10-3465			DISABILITY INS					470.84	0.00
	22-10-3465			DISABILITY INS					234.05	0.00
	23-10-3465			DISABILITY INS					185.12	0.00
									<u>890.01</u>	<u>0</u>
70040	5/24/2011	5/24/2011	146.92							
	21-10-3465			REV MO END DISABILITY					71.84	0.00
	22-10-3465			REV MO END DISABILITY					40.87	0.00
	23-10-3465			REV MO END DISABILITY					34.21	0.00
									<u>146.92</u>	<u>0</u>
70041	5/24/2011	5/24/2011	156.55							
	10-10-3465			TAX MO END DISABILITY					11.02	0.00
	10-20-3465			TAX MO END DISABILITY					0.45	0.00
	10-30-3465			TAX MO END DISABILITY					21.31	0.00
	10-40-3465			TAX MO END DISABILITY					55.08	0.00
	10-60-3465			TAX MO END DISABILITY					4.31	0.00
	24-10-3465			TAX MO END DISABILITY					22.74	0.00
	31-10-3465			TAX MO END DISABILITY					0.65	0.00
	37-10-3465			TAX MO END DISABILITY					7.74	0.00
	39-10-3465			TAX MO END DISABILITY					1.37	0.00
	41-10-3465			TAX MO END DISABILITY					18.88	0.00
	42-10-3465			TAX MO END DISABILITY					6.99	0.00
	42-22-3465			TAX MO END DISABILITY					4.35	0.00
	43-10-3465			TAX MO END DISABILITY					0.16	0.00
	43-22-3465			TAX MO END DISABILITY					1.50	0.00
									<u>156.55</u>	<u>0</u>
70167	6/2/2011	6/2/2011	1,114.63							

SABILITY THE HARTFORD- PRIORITY ACk# 70998 Printed

SABILITY THE HARTFORD- PRIORITY ACk# 21257 Printed

SABILITY THE HARTFORD- PRIORITY ACk# 21296 Printed

SABILITY THE HARTFORD- PRIORITY ACk# 71060 Printed

SABILITY THE HARTFORD- PRIORITY ACk# 71074 Printed

Accounts Payable Detail Listing

CITY OF CRETE

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Vend#</u>	<u>Vendor Name</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>		<u>Description</u>					<u>Debit</u>	<u>Credit</u>
	10-10-3465			DISABILITY INS					70.60	0.00
	10-20-3465			DISABILITY INS					3.53	0.00
	10-30-3465			DISABILITY INS					135.38	0.00
	10-40-3465			DISABILITY INS					424.52	0.00
	10-60-3465			DISABILITY INS					53.88	0.00
	16-10-3465			DISABILITY INS					0.35	0.00
	24-10-3465			DISABILITY INS					158.48	0.00
	31-10-3465			DISABILITY INS					4.71	0.00
	37-10-3465			DISABILITY INS					44.70	0.00
	39-10-3465			DISABILITY INS					9.38	0.00
	41-10-3465			DISABILITY INS					121.00	0.00
	42-10-3465			DISABILITY INS					32.40	0.00
	42-22-3465			DISABILITY INS					27.88	0.00
	43-10-3465			DISABILITY INS					18.19	0.00
	43-22-3465			DISABILITY INS					9.63	0.00
									<u>1114.63</u>	<u>0</u>
70193	6/2/2011	6/2/2011	889.96							
	21-10-3465			DISABILITY					470.97	0.00
	22-10-3465			DISABILITY					240.69	0.00
	23-10-3465			DISABILITY					178.30	0.00
									<u>889.96</u>	<u>0</u>
70227	6/7/2011	6/7/2011	743.20							
	10-10-5380			PROF SERV				132 THE LAW OFFICE, P.C.	371.60	0.00
	24-10-5380			PROF SERV					371.60	0.00
									<u>743.2</u>	<u>0</u>
70228	6/7/2011	6/7/2011	1,114.80							
	21-10-9860			PROF SERV				132 THE LAW OFFICE, P.C.	371.60	0.00
	22-10-9860			PROF SERV					371.60	0.00
	23-10-9860			PROF SERV					371.60	0.00
									<u>1114.8</u>	<u>0</u>
70047	6/7/2011	6/7/2011	41.67							
	21-10-9910			COMPUTER EXP				TIME WARNER CABLE	29.28	0.00
	22-10-9910			COMPUTER EXP					12.39	0.00
									<u>41.67</u>	<u>0</u>
70048	6/7/2011	6/7/2011	126.11							
	41-10-6050			COMPUTER EXP				TIME WARNER CABLE	40.95	0.00
	10-10-5210			COMPUTER EXP					12.23	0.00
	31-10-5210			COMPUTER EXP					18.66	0.00
	10-40-5220			COMPUTER EXP					54.27	0.00
									<u>126.11</u>	<u>0</u>
70345	6/7/2011	6/7/2011	1,370.00	07199374						
	21-10-8040			MAINT UG LINES/MAT				TOTAL TOOL	1,370.00	0.00
70049	6/7/2011	6/7/2011	500.00							
	10-10-5970			POSTAGE				TOTALFUNDS BY HASLER	500.00	0.00
70305	6/7/2011	6/7/2011	1,216.75							
	43-22-5331			POOL SUPPLIES		141		CLERK U.S. BANK	40.33	0.00
	43-22-5602			SWIM LESSON EXP					43.56	0.00
	43-10-6020			MISC SUPPLIES					652.11	0.00

Accounts Payable Detail Listing

CITY OF CRETE										
<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Vend#</u>	<u>Vendor Name</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>				<u>Debit</u>	<u>Credit</u>
	10-10-5530				OFFICE SUPPLIES				480.75	0.00
70328	6/7/2011	6/7/2011	694.78					TOM U.S. BANK		Posted
	42-10-6463				TREE PLANTING				694.78	0.00
70129	6/7/2011	6/7/2011	67.39					UNITED AMERICAN INSURANC		Posted
	31-21-4045				REFUND				67.39	0.00
70015	5/19/2011	5/19/2011	401.83					UNITED STATES TREASURY		Ck# 21258 Printed
	21-10-3476				GARNISHMENT - IRS				401.83	0.00
70173	6/2/2011	6/2/2011	401.83					UNITED STATES TREASURY		Ck# 21305 Printed
	21-10-3476				GARNISHMENT - IRS				401.83	0.00
70244	6/7/2011	6/7/2011	400.00	0001				UNIV OF NE POLICE		Posted
	10-40-5470				MTG/TRNG				400.00	0.00
70055	6/7/2011	6/7/2011	301.73	397797				USABLUBOOK		Posted
	23-10-7201				MAINT TREATMT PLANT/MAT				301.73	0.00
70292	6/7/2011	6/7/2011	88.19	404360				USABLUBOOK		Posted
	22-10-8031				MAINT SERV MAT				88.19	0.00
70297	6/7/2011	6/7/2011	1,537.05	408271				USABLUBOOK		Posted
	22-10-9580				RED-B-GONE				1,537.05	0.00
70325	6/7/2011	6/7/2011	2,252.15	42471				1991 VAN DIEST SUPPLY COMPAN\		Posted
	24-10-5590				CHEMICALS/SALT				2,252.15	0.00
70301	6/7/2011	6/7/2011	282.74					VERIZON WIRELESS		Posted
	21-10-9660				UTIL				183.90	0.00
	22-10-9660				UTIL				80.96	0.00
	23-10-9660				UTIL				17.88	0.00
									282.74	0
70302	6/7/2011	6/7/2011	702.88					VERIZON WIRELESS		Posted
	24-10-5970				UTIL				49.42	0.00
	10-10-5450				UTIL				17.88	0.00
	42-22-5970				UTIL				56.13	0.00
	31-10-5210				UTIL				135.54	0.00
	10-40-5220				UTIL				109.88	0.00
	10-10-6201				UTIL				334.03	0.00
									702.88	0
70140	6/7/2011	6/7/2011	255.40	11883				VIVAX-METROTECH		Posted
	21-10-8100				MAINT EQUIP/MAT				255.40	0.00
70087	6/7/2011	6/7/2011	32.95	0499757				532 WALKERS UNIFORM RENTAL		Posted
	23-10-9640				UNIFORMS				32.95	0.00
70295	6/7/2011	6/7/2011	71.95	0501036				532 WALKERS UNIFORM RENTAL		Posted
	23-10-9640				UNIFORMS				71.95	0.00
70333	6/7/2011	6/7/2011	31.45	0502359				532 WALKERS UNIFORM RENTAL		Posted
	23-10-9640				UNIFORMS				31.45	0.00
70221	6/7/2011	6/7/2011	60.00					282 WATER FUND		Posted
	37-10-5340				GRAVE				60.00	0.00
70214	6/7/2011	6/7/2011	298.00					369 WATER FUND - CITY USE		Posted
	21-10-7060				ELECTRIC				65.45	0.00
	23-10-7530				SEWER REV				232.55	0.00
									298	0
70215	6/7/2011	6/7/2011	701.65			142		369 WATER FUND - CITY USE		Posted
	10-40-5215				POLICE				31.90	0.00
	16-10-5210				CITY HALL				19.90	0.00

Accounts Payable Detail Listing

CITY OF CRETE

<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Vend#</u>	<u>Vendor Name</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>				<u>Debit</u>	<u>Credit</u>
	24-10-5210				ST & GRADE				28.40	0.00
	31-10-5210				FIRE MAINT				53.65	0.00
	37-10-5210				CEMETERY				86.05	0.00
	41-10-5210				LIBRARY				24.40	0.00
	42-10-5210				PARK & REC				263.50	0.00
	43-10-5210				SWIM POOL				165.55	0.00
	45-10-5210				1ST ST CIVIC CENTER				28.30	0.00
									<u>701.65</u>	<u>0</u>
70130	6/7/2011	6/7/2011	356.36							
	10-20-5901				REFUND				356.36	0.00
70044	6/7/2011	6/7/2011	267.50	083992						
	21-10-8040				MAINT UG LINES/MAT				267.50	0.00
70056	6/7/2011	6/7/2011	1,230.50	083876						
	21-10-1540				DIST SYS-UG COND/DEV-MAT				1,230.50	0.00
70076	6/7/2011	6/7/2011	41.73	18121-03						
	21-10-8040				MAINT UG LINES/MAT				41.73	0.00
70077	6/7/2011	6/7/2011	644.14	084090						
	21-10-1520				DIST SYS-OH COND/DEV MAT				644.14	0.00
70298	6/7/2011	6/7/2011	1,230.50	084689						
	21-10-1540				DIST SYS-UG COND/DEV-MAT				1,230.50	0.00
70326	6/7/2011	6/7/2011	97.37	084931						
	21-10-2600				INV/MAT & SUPPLIES				97.37	0.00
70090	6/7/2011	6/7/2011	25,995.00	33200						
	21-10-2610				FUEL				25,995.00	0.00
70304	6/7/2011	6/7/2011	65.90							
	43-10-5210				091399853 UTIL				65.90	0.00
70372	6/7/2011	6/7/2011	50.94							
	31-10-5210				090552789 UTIL				50.94	0.00
70373	6/7/2011	6/7/2011	48.44							
	31-10-5210				090552792 UTIL				48.44	0.00
			<u>881,554.94</u>		377 Non-voided payables listed.					

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 5/18/2011
 Ending: 6/7/2011
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected