

CITY OF CRETE, NEBRASKA  
CITY COUNCIL REGULAR MEETING  
January 2, 2018

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

Travis  
Sears: Absent

David  
Bauer: Present

Judy  
Henning: Present

Present: 2, Absent: 1.

2. Roll Call

3. Special Order of Business

3.A. Windstream Maintenance Schedule A

1/2/18 Public Works: Recommend approval of the maintenance agreement with Windstream Carried with a motion by Judy Henning and a second by David Bauer.

David Bauer: Aye, Judy Henning: Aye

Aye: 2, No: 0

3.B. One and Six Year Street Improvement Plan

4. Officers' Reports

5. Adjournment

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.

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City Clerk-Treasurer

(S E A L)



# Maintenance Schedule A

Complete

This Schedule is made pursuant to the Master Customer Equipment and Maintenance Agreement (“Agreement”) between CITY OF CRETE (“Customer”) and the Windstream legal entity that provides the Services to Customer (“Company”), dated December 14, 2017, and is effective the date indicated below (“Commencement Date”). Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement. This Schedule shall constitute a separate agreement which incorporates the terms and conditions of the Agreement. The provisions of the Agreement shall control over any conflicting provisions in this Schedule, except to the extent that a provision of the Agreement specifically states that the Schedule may provide different terms. This Schedule may contain additional terms, provided that the terms do not conflict with the provisions of the Agreement.

**PLAN SELECTION.** Customer acknowledges that it has reviewed Company’s specific Maintenance offerings and chooses to subscribe to the Maintenance Service Plan (“Plan”) below.

**Contract**

Commencement Date: February 21, 2018 Terminals included?   
Windstream Support Term: 12 months Other optional coverage?   
Manufacturer's Support Term: 12 months  
Total Contract Value: \$2,676.12 includes first invoice for manufacturer's support  
Pricing valid sixty (60 days) from December 14, 2017

**Billing**

Windstream Support: \$2,160.00 Billed annually  
Manufacturer's Support: \$516.12 Billed Annually  
Pricing subject to change based on final site survey.

**TERM AND AUTOMATIC RENEWAL.** This Schedule shall be for the term set forth above and shall automatically renew for additional one year terms unless, 1) written notice is provided by Customer at least thirty (30) days prior to the end of the then current term, 2) CPE is no longer supported by the manufacturer per the manufacturer’s published product lifecycle, or 3) Company substantially changes or discontinues the Services purchased by Customer. Windstream will provide written notice at least thirty (30) days prior to the end of the then current term in the event of any changes or termination by Windstream pursuant to 2 or 3 above.

**PRICING.** Company reserves the right to increase Customer’s payment amount no more than one (1) time per year based on moves, additions, and/or changes to CPE that substantially increase the station or port count. Ports are defined as the number of IP, digital, or analog end user devices (“Terminals”), voice mail ports, licenses and trunks equipped on the CPE. Company shall provide at least thirty (30) days’ notice prior to such price increase becoming effective.

**SYSTEM FAILURE AND RESPONSE TIMES.**

- a. Each Plan provides guaranteed response times to Customer for major and minor malfunctions. Company shall use commercially reasonable efforts to respond to major malfunctions originating in the CPE (within 2 hours / within 4 hours / the next business day) after receiving notice of such malfunction from Customer. For minor malfunctions, Company shall use its commercially reasonable efforts to respond to malfunctions originating in the CPE within one (1) business day after notice thereof. Business day is defined as Monday through Friday, 8 a.m. to 5 p.m. of Customer’s applicable local time zone and excludes holidays observed by Company (“Holidays”).

- b. Malfunction levels are defined as below:
  - i. Major – System failure resulting from the failure of twenty percent (20%) or more of all stations and/or trunks or failure of the attendant console.
  - ii. Minor – All other failures not defined as a Major failure.
- c. Guaranteed response times commence at the time a Company representative begins work on the Customer’s malfunction either remotely or on-site.

SERVICE PLAN FEATURES: COMPLETE

- On-Site and Remote Labor Support 24x7x365 days a year, including Holidays
- Dispatch within two (2) hours for metro areas
- Dispatch within four (4) hours for non-metro areas
- Advanced Parts Replacement
- Hardware and System Software Support
- Annual Software Backup
- Annual Network Audit
- Annual System Review and Consultation
- Preventative Maintenance
- Discounted labor rates for MAC

PARTS.

- a. Company shall furnish all parts as outlined in Section A of this Schedule. Repair and/or replacement parts will be offered to Customer in new or like new condition and will be the functional equivalent of the new or defective part being replaced.
- b. Company shall not be obligated to replace CPE damaged by :
  - i. Fire, explosion, power irregularities, power surges or acts of God (including, but not limited to , earthquakes, rain, floods or lightning);
  - ii. Customer’s failure to follow applicable operations, maintenance or environmental requirements described in any of the manufacturer’s manuals or product bulletins;
  - iii. Mishandling, abuse, misuses or damage to the CPE by Customer or any other party not authorized by Company.

CPE MANUFACTURER SUPPORT. Customer acknowledges that certain CPE issues may require escalation by Company to the applicable CPE manufacturer, and that Company’s ability to do so may be contingent on Customer maintaining a separate support plan with such CPE manufacturer. Customer agrees that Company shall not be liable for inability to provide Services in those instances where escalation to a CPE manufacturer is required to address a CPE issue, and Customer failed to maintain a support plan with the applicable CPE manufacturer.

COVERED EQUIPMENT

XQ Proposal 106880

Customer Location

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Site Name CITY OF CRETE	Oracle Site ID 439117
Address 241 EAST 13TH STREET	Mfr Acct No.
City CRETE	St NE ZIP 68333
Site Mfr Mtce Fee	Site Win Mtce Fee Total Site Mtce Fee

Customer-Owned Equipment Schedule

Material Code	Qty	Description
		App Record 42286571
840.046	1	5000 ICP: Basic Voice Mail 4 Port License
840.0417	12	5000 ICP: "Category E" Digital Endpoint License
52002686	1	Mitel 5000 IP Base Kit HX no CF
54005233	5	Stnd S/W Assurance MiVoice Office Base
840.0416	1	5000 ICP: "Category D" IP Endpoint License
840.0417	1	MiVoice Office License - Dig Phone Cat E

1 Year SWAS Standard Included.

Optional Coverage

Customer Location

Site Name CITY OF CRETE	Oracle Site ID 429011
Address 1945 FOREST AVENUE	Mfr Acct No.
City CRETE	St NE ZIP 68333
Site Mfr Mtce Fee	Site Win Mtce Fee Total Site Mtce Fee

Customer-Owned Equipment Schedule

Material Code	Qty	Description
		App Record 93748149
840.046	1	5000 ICP: Basic Voice Mail 4 Port License
840.0321	1	5000 ICP: System OAI 3rd Party Call Control License
840.032	1	5000 ICP: System OAI Events License
54005233	5	Stnd S/W Assurance MiVoice Office Base
840.0416	1	5000 ICP: "Category D" IP Endpoint License
52002685	1	Mitel 5000 Digital Base Kit HX no CF
840.0416	1	5000 ICP: "Category D" IP Endpoint License

1 Year SWAS Standard Included.

Optional Coverage

CUSTOMER		COMPANY	
Signature	Date	Signature	Date
Name		Name	
Title		Title	

1-Year Plan - 2018  
Crete, Nebraska

PRIORITY NO.	PROJECT NO.	DESCRIPTION	TOTAL ESTIMATED CONSTRUCTION COST	GENERAL OBLIGATION COST
1	284	Forest Avenue from 13th Street to 16th Street  Construct 6-inch P.C. concrete 32' wide with 5' sidewalk	\$257,850	\$170,181
2	285	Grove Avenue from 13th Street to 16th Street  Construct 6-inch P.C. concrete 32' wide with 5' sidewalk	\$425,900	\$281,094
3	286	15th Street from Boswell Avenue to Grove Avenue  Construct 6-inch P.C. concrete 32' wide with 5' sidewalk	\$312,200	\$206,052
4	287	16th Street from Boswell Avenue to Grove Avenue  Construct 6-inch P.C. concrete 32' wide with 5' sidewalk	\$352,200	\$232,452
5	288	Tuxedo Park Bridge to Tuxedo Park Walk Bridge  Construct 350' 5-inch P.C. concrete 8' trail walkway/bikeway	\$17,500	\$17,500
6	273	Tuxedo Park Road Bridge  Replace existing wood deck bridge with P.C. concrete 32' wide bridge with 10' wide walkway	\$3,000,000	\$150,000
7	289	Alley between Main and Linden at 14th Street North  Construct 6-inch P.C. concrete 20' wide 88' long	\$30,000	\$0
8	290	West 12th Street west of Arizona Avenue  Construct 8-inch P.C. concrete 25' wide 825' long	\$96,000	\$0



6 Year Plan  
Crete, Nebraska  
2018

PRIORITY NO.	PROJECT NO.	DESCRIPTION	TOTAL ESTIMATED CONSTRUCTION COST	GENERAL OBLIGATION COST
1	266	On 22nd Street west of Ivy Avenue  Remove wooden bridge and construct quadruple box culvert 6-inch paving on both approaches and 5-foot sidewalk	\$363,000	\$363,000
2	265	On East 13th Street, from Jasmine Avenue to East City Limits  Remove existing concrete; construct 8" P.C. concrete paving 32' wide with 5' sidewalks	\$737,000	\$215,600
3	215	On 20th Street, from Main Avenue to Norman Avenue  Construct 6" P.C. concrete paving between existing 24' curb and gutter	\$56,000	\$12,200
4	207	On Kingwood Avenue, from 21st Street to 22nd Street  Construct 6" P.C. concrete paving 32' wide with storm sewer	\$93,000	\$36,300
5	208	On 20th Street, from Linden Avenue to Kingwood Avenue  Construct 6" P.C. concrete paving 32' wide with storm sewer	\$93,000	\$36,300
6	276	On Norman Avenue, from 23rd Street to 24th Street  Construct 6" P.C. concrete paving 32' wide with storm sewer	\$93,000	\$36,300
7	277	On 24th Street, from Main Avenue to Norman Avenue  Construct 6" P.C. concrete paving 32' wide with storm sewer	\$93,000	\$36,300
8	278	On Linden Avenue, from 19th to 21st Avenue  Construct 6" P.C. concrete paving 32' wide with storm sewer	\$187,000	\$72,600
9	279	On 18th Street from Main Avenue to Norman Avenue  Construct 6" P.C. concrete paving 32' wide	\$93,000	\$36,300
10	280	On 18th Street from Linden Avenue to Main Avenue  Construct 6" P.C. concrete paving 32' wide with storm sewer	\$93,000	\$36,300

11	281	On 19th Street Main Avenue to Norman Avenue Construct 6" P.C. concrete paving 32' wide with storm sewer	\$93,000	\$36,300
12	282	On 21st Street from Kingwood Avenue to Main Avenue Construct 6" P.C. concrete paving 32' wide with storm sewer	\$187,000	\$72,000
13	271	On North Main Avenue, from BNRR tracks to 24th Street Mill and overlay 2" asphalt 24' wide from existing edge including intersection approaches.	\$121,000	\$121,000
14	272	In Westwoods subdivision Remove and reconstruct entire 6" P.C. concrete paving 32' wide with curb and gutter, recompact and reset manholes to grade	\$1.375 Million	\$495,000

# CRETE

SALINE COUNTY  
NEBRASKA

POPULATION 6,960 (2010 CENSUS)

## 6 YEAR PLAN 2018

