

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING
June 5, 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
2. Roll Call
3. Special Order of Business
 - 3.A. Bid Tabulation for Water Well Test Hole
 - 3.B. Salt Brine Production and Distribution Equipment Purchase
 - 3.C. Roehr's Machinery Equipment Quotes
 - 3.D. Truck Route and Signage
 - 3.E. Citizen Concern Regarding Roadway Crossing
 - 3.F. Franchise Agreement with Windstream
 - 3.G. Waste Connections Holiday Schedule
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.

City Clerk-Treasurer

(S E A L)

AGREEMENT

THIS AGREEMENT made and entered into by and between City of Crete, Nebraska, (hereinafter referred to as the Owner) and Sargent Drilling
_____, (hereinafter referred to as the Contractor).

WITNESS THAT:

WHEREAS, the Owner and the Contractor are desirous of entering into a contract to formalize their relationship.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Work to be provided by the Parties
 - a. The Contractor shall complete in a satisfactory and proper manner as determined by the Engineer, the work activities described in the Scope of Work included in letter dated April 16th, 2018 and the Proposal date April 26th, 2018 by Sargent Drilling
_____ (Contractor).
 - b. The Owner will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for work at the prices as set forth in the Proposal.

2. Time of Performance

The effective date of this contract will be the date the parties sign and complete execution of the contract. The termination date of the contract shall be 60 days from the date of the notice to proceed unless the contract completion date is extended by mutual agreement of the parties to this contract in writing. Contract shall be extended if the Owner elects to drill test wells 3 and 4.

3. Attachments

The following Attachments are included and made a part of this Agreement:

- Scope of Work letter dated April 16th, 2018, consisting of two (2) pages.
- Specification Section 33 2200 – Test Holes-Test Wells, consisting of ten (10) pages.
- Insurance Requirements, consisting of two (2) pages.
- Proposal, consisting of one (1) page.

4. Entire Agreement

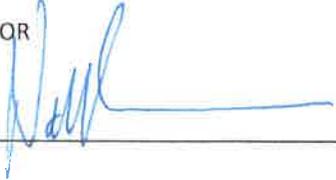
This Agreement together with the Attachments identified above constitutes the entire Agreement between the Owner and Contractor. This Agreement and said Attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument.

WITNESS WHEREOF, the Owner and the Contractor have executed this Contract Agreement as of the date and year last written below.

City of Crete, NEBRASKA

CONTRACTOR

By _____

Signed by  _____

Title _____

Title Area Manager

Date _____

Date 5-30-18



CERTIFICATE OF LIABILITY INSURANCE

6/1/2019

DATE (MM/DD/YYYY)

5/30/2018

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

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

PRODUCER LOCKTON COMPANIES 13710 FNB Pkwy, Suite 400 Omaha NE 68154 402-970-6100	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Insurance Corp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED 1407427 CHARLES SARGENT IRRIGATION, INC. PO BOX 627 BROKEN BOW NE 68822		

COVERAGES CHASE01 CERTIFICATE NUMBER: 15412321 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	CLP3653056	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	CAP3668791	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000	N	N	CUP2814345	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3668718	6/1/2018	6/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 2018 Test Well. City of Crete and JEO Consulting Group 2700 Fletcher Ave. Lincoln, NE 68504 are additional insureds on the General Liability policy, subject to policy terms and conditions.

CERTIFICATE HOLDER

15412321
 City of Crete
 PO Box 86
 Crete, NE 68333

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M. Amello



Bid Tab

PROJECT | Water Well Test Hole/Test Well

JEO PROJECT NO. | 172004.00

LOCATION | Crete, Nebraska

LETTING | April 26, 2018, 3:00 PM

Bidder	Total Group A
Sargent Drilling Geneva, NE	\$13,368.00
Layne Christensen Co. Valley, NE	\$28,734.00



Tab Sheet

PROJECT | Water Well Test Hole/Test Well

JEO PROJECT NO. | 172004.00

LOCATION | Crete, Nebraska

				Sargent Drilling	Layne Christensen Co.		
GROUP A: Test Hole 1							
Item	Qty.	Unit	Description	Unit Price	Total	Unit	Total
1	1	LS	Mobilization	\$1,000.00	\$1,000.00	\$1,935.00	\$1,935.00
2	150	VF	150 Vert. Ft. Drilled Test Hole, Formation Samples & Electric Log (1 Hole)	\$15.00	\$2,250.00	\$16.00	\$2,400.00
3	150	VF	150 Vert. Ft. 8" PVC Well, Including "Wire Wrapped" Screen, Gravel Pack and Bentonite Seal (1 Well)	\$47.00	\$7,050.00	\$113.00	\$16,950.00
4	1	LS	Test Well Development & 6 Hours Test Pumping AFTER Development (Min. 8 Hours Total for Test Well)	\$2,280.00	\$2,280.00	\$3,216.00	\$3,216.00
5	1	LS	Collect Water Samples and provide to City.	\$400.00	\$400.00	\$2,305.00	\$2,305.00
6	1	LS	Detailed Written Report for Test Well	\$388.00	\$388.00	\$1,928.00	\$1,928.00
TOTAL GROUP A					\$13,368.00		\$28,734.00

ADD OR DEDUCT ITEM, IF REQUIRED							
Item	Qty.	Unit	Description	Unit Price	Total	Unit	Total
1		VF	Additional Vert. Ft. of Drilled Test Hole, Formation Samples & Electric Log for 8" Well (Up to 100' Max)	\$15.00		\$3.00	
2		VF	Additional Vert. Ft. of 8" PVC Well including Gravel Pack and PVC Well Casing (Up to 100' Max)	\$42.00		\$113.00	
3		EA	Abandon Test Hole/Well		\$1,380.00	\$2,628.00	\$2,628.00
4		EA	Convert Well to Monitoring Well		\$1,188.00	\$2,000.00	\$2,000.00
5		LS	Test Pumping at a Later Date (4 hrs min) for Additional Water Sample(s)		\$1,850.00	\$2,800.00	\$2,800.00

BRINE FACT SHEET

Spring 2016

APWA Winter Maintenance
Sub-Committee



Anti-icing involves placing a layer of brine on the surface of the pavement **before** a winter storm has begun to prevent snow and ice from freezing to the road. **Deicing** uses pre-wetted rock salt to break the bond **after** snow has frozen to the road.

Anti-icing delivers the same level of service, but it uses one-quarter to one-fifth as much salt as deicing.

Please direct media questions to APWA Communications/Media Relations Manager Laura Bynum at 202-218-6736 or e-mail lbynum@apwa.net.

What is salt brine?

Salt brine is a solution of salt (typically sodium chloride) and water. It has a freezing point lower than pure water and, as such, is a useful tool in reducing the adhesion of snow and ice to road surfaces. In addition to brine made with sodium chloride, some winter maintenance agencies also use brines made with calcium chloride or magnesium chloride. Nonetheless, these brines are solutions of salt and water, with a freezing point lower than the freezing point of pure water. The freezing point of brine is a function of the salt being used in the brine (sodium chloride, calcium chloride, or magnesium chloride) and the percentage by weight of that salt in the solution.

Why is salt brine important?

Rock salt, or solid salt, is simply crystals of sodium chloride. Until it has gone into solution—that is, until it has formed brine—it will do nothing to stop snow from freezing to the pavement surface. Agencies that use rock salt in their winter maintenance activities are doing so to create brine on the road surface. Therefore, brine is an integral and critical part of winter maintenance activities.

What is the difference between anti-icing and deicing?

Anti-icing is a proactive approach taken to decrease the likelihood of snow and ice bonding to a pavement surface. Additionally, anti-icing can prevent frost from forming on pavement surfaces. Anti-icing involves placing a layer of brine on the surface of the pavement before a winter storm has begun. This layer prevents the snow and ice from freezing to (or icing onto) the road. The alternative—which is called deicing—is to let the snow bond/freeze to the road, then apply pre-wetted rock salt to break the bond between the snow and the pavement.

Studies have shown that anti-icing will achieve the same level of service on a road or highway using between one-quarter and one-fifth the amount of salt used in deicing. Typically, anti-icing is performed using trucks carrying tanks, which have pumps to spray the brine onto the pavement surfaces. In many places lines or stripes of brine can be seen on a road before a given event. Some people call these safety stripes! Usually, brine is applied at rates of between 30 and 50 gallons per lane mile.



Even in avalanche areas snow has been easily removed due to anti-icing.

Are all those liquids pure salt brine?

No, they are not. Increasingly, agencies are blending brines to take into account the particular storm conditions they expect to deal with. Blends often use by-products from a variety of processes applied to natural materials. Organics might include by-products from cheese whey and sugar beet or similar ingredients. The purpose of organics is to increase the longevity of the brine on the pavement surface. Evidence has been presented that organics may reduce corrosion of vehicles and infrastructure. Usually, the concentration of organic additives in brine ranges from 5 to 20 percent. One typical mixture is 85% salt brine, 5% calcium chloride brine, and 10% organic.

What is pre-wetting, and where does it fit into all of this?

As discussed above, rock salt does not reduce the freezing temperature of the pavement surface until it has created a brine. Rock salt is typically pre-wetted while it is being applied to the pavement surface. Rock salt can be pre-wetted in many ways. The general idea is to get the rock salt wet as it leaves the plow truck. This not only jump-starts the freezing temperature reduction process (and thus gets the salt “working” more quickly) but it also helps the rock salt stay on the road after it is spread. When rock salt is not pre-wet, as much as 30% may end up bouncing straight into the ditch or gutter. Pre-wetting is normally done at rates of around 8 -10 gallons of brine per ton of solid material, but some agencies are now working on

using slurries of rock salt, which has as much as 50 gallons of brine per ton of solid material.

What about corrosion, isn't brine more corrosive than rock salt?

As previously noted, if an agency is using rock salt to its best advantage, it is employing brine. So, rock salt and brine are just two sides of the same coin. That said, yes, chlorides can cause corrosion in metals, and if not treated properly this can cause damage to vehicles and infrastructure. Some organic additives may have corrosion-resistant benefits. Certainly, laboratory studies show that some of the organics reduce corrosion substantially. However, the best way to reduce or avoid corrosion is to take the extra precaution of rinsing off any residue from the road salt or the brine the road salt has become.

So, does putting down a liquid on a cold road just freeze to the road?

Brine does have a lot of water in it. For example, sodium chloride brine is typically 23.3% sodium chloride when it is applied. That means that it is 76.7% water. But, the salt is in a solution in the water, and that solution has a lower freezing point than pure water, as noted earlier. In particular, when salt brine is applied at a 23.3% concentration, it will freeze

(without any additional dilution) at about -6° F. Unless the road surface is extremely cold, the brine will not freeze to the road. Of course, as it melts snow and ice, it becomes more diluted and—unless additional treatments are made or the road is cleared of snow and ice by plowing—the road will refreeze eventually. But the short answer to this question is NO – the brine will not freeze on the road when it is applied.

So, the brine won't freeze, but will it make the road slippery some other way?

There have been concerns about this slippery issue since the early days of using brines in the US. Indeed, AASHTO (the American Association of State Highway and Transportation Officials) considered this issue back in the 1990s. They concluded there might be an issue of slipperiness with some brines, but it would only occur in very unusual circumstances. These circumstances could be avoided by simply not applying brine when pavement temperatures were warm, or when the air humidity fell within certain ranges. Provided those restrictions are followed, brines do not cause slippery roads at all—rather they enhance road safety and mobility during winter weather and are a clear benefit to the traveling public.



Anti-icing roadways prior to an event in McHenry County, Illinois. (Photo courtesy of Mark DeVries)

BRINE MANUFACTURING

AUTOMATED BATCH SYSTEM (ABS)



GVM's Brine Manufacturing ABS's are designed to convert dry rock salt into liquid for pre-wetting or anti-icing roadways. The use of salt brine lowers the freezing point of snow and ice and is popular and cost effective solution for managing roadways. GVM's Brine Manufacturing Systems lower operation costs by using readily available materials; granular salt and tap water. They are capable of producing up to 5,000 gallons of brine per hour, depending on the water source. The systems are also designed to be rolled over for easy clean-out.

- Stainless steel tank divider separates manufactured brine for pumping to storage tanks or truck mounted tanks
- Hot dip galvanized structural steel frame meets ASTM specification A-123 for corrosion protection
- 115 in. wide top opening
- Includes a Misco Digital Refractometer to measure saturation percentage of salt brine

ABS-800 Brine System

Ideal for landscapers, small municipalities, and contractors, the ABS-800 is GVM's most economical system available.

- 800 gallon capacity tank, 144 x 43 x 58 in.
- 2.5 cu yd salt capacity
- Single speed pump, 110 GPM
- Portable for use at multiple locations

ABS-1500 Brine System

The ABS-1500 allows users to pump manufactured brine from the brine maker to a storage tank as well as use the storage tank as a fill station to fill truck mounted tanks without adjusting or moving hoses. The system also allows users to load and unload truck mounted pre-wet tanks and large anti-icing tanks.

- 1500 gallon tank, 151 x 53 x 63 in.
- 5 cu yd salt capacity
- 2 speed pump for high and low operation speeds, 40 - 130 GPM

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GVM Incorporated

800-458-5123 • www.gvminc.com

2014_ABS



Built to Last

BRINE MANUFACTURING

	ABS-800	ABS-1500	
Tank Specifications	Dimensions	144 x 43 x 58 in. (365.8 x 109.2 x 147.3 cm) (L x W x H)	151 x 53 x 63 in. (383.5 x 134.6 x 160.0 cm) (L x W x H)
	Tank Capacity	800 US gal. liquid /2.55 cu. yd. of salt	1500 US gal. liquid /5 cu. yd. of salt
	Tank Construction	UV resistant heavyweight, one-piece, rotationally molded polyethylene with a stainless steel divider wall to separate the granular/tap water mixing side of the tank from the mixed brine containment/pumping side of the tank.	
	Tank Opening	115 in. wide, accommodates front-end loader bucket	
	Tank Support Frame	Fabricated structural steel, hot dip galvanized to ASTM specification A-123 for corrosion protection. 2 in. tube steel and 6 in. channel and includes eyelets to accommodate a chain used for "rollover" cleaning, and forklift openings for easy movement when tank is empty	
	Hopper Height	43 in. (61.0 cm)	63 in. (160.0 cm)
	Hopper Top Opening	84 x 50 in. (213.4 x 127.0 cm) (L x W)	115 x 50 in. (292.1 x 127.0 cm) (L x W)
Pump/Motor Specifications	Suction	2 in. (5.08 cm)	
	Discharge	2 in. (5.08 cm)	
	Power	2 hp	Dual horsepower for 2 speed operation
	Voltage	115V	230V single phase, 60 Hz
	Flow Rate	110 GPM	Varies with plumbing configuration, Low speed: 40 GPM @ 20 ft, high speed: 130 GPM @ 50 ft
	Pump Housing	42 x 30 x 31 in. (106.7 x 76.2 x 78.7 cm) (L x W x H), enclosed pump station for transfer of salt brine, housed in a UV stabilized polyethylene hinged, lockable enclosure, assembled with quick cam couplers and valves for tank suction/discharge	Rotationally molded polyethylene, UV stabilized; weather resistant housing, vented for air circulation Dimensions: 11 x 22 x 12 in. (27.9 x 55.9 x 30.5 cm) (L x W x H)
	Assembly	—	<ul style="list-style-type: none"> • Glass-reinforced, thermoplastic construction for corrosion and weather resistance • Pump body and seal plate joined by stainless steel studs molded into pump body, neoprene o-ring seal • Pump allows removal of motor and all moving pump parts without disturbing piping • Injection molded polycarbonate, closed design impeller is non-overloading • Impeller is brass threaded and hub molded in for attachment to motor shaft with integral dielectric shaft sleeve • Diffuser has a bronze wear ring and o-ring seal in suction port of pump with a finger opening drain plug for removal of trapped fluids • Pump motor is attached seal plate with stainless steel cap screws • Mechanical seal with a stainless steel, carbon, and neoprene rotating element on motor shaft • Ceramic stationary element with rubber cup mounting • Cool-carb seal has a mechanical drip-proof design • Motor is an open-drip proof and capacitor start/induction run design, has threaded 303-grade stainless steel shaft extension • All serviceable controls and components located under a removable canopy for protection against weather and dirt. • Sealed ball bearings at both shaft and control ends • Continuous duty motor has a thermal overload protector and automatic reset • External bonding lug shell is provided
	Electrical Controls	—	NEMA 4X control box with SS hinge cover & latching screws, hand/off/auto switch for pump on/off control, high speed/low speed selector switch, green "power" light on when pump is running, GFI for protection, terminal strip for easy power connection, relay for float switch operation to control pump, automatic on/off function
	Base	—	Mounted on a non-corrosive base with bolt lugs to allow the motor vent opening to be elevated at least 3.5 in. above the mounting surface.
Included Hoses	(2) 2 x 240 in. (5.08 x 609.6 cm) flexible PVC with camlock quick coupler		
	1 x 240 in. (2.54 x 609.6 cm) chemical resistant rubber hose with poly valve and camlock quick coupler		
Test Equipment	Misco Digital Refractometer for determining brine concentration		
	250 mL plastic cylinder to hold test sample		
	Brine concentration chart		
Y-Strainer	Y-strainer with 12 mesh screen prevents brine solution solids from entering the pumping station, producing cleaner brine that will lead to fewer mechanical problems		
Sample Port	Included at pump discharge for testing brine concentration		



SALT BRINE BENEFITS

Salt brine is an effective liquid solution for fighting snow and ice on roadways. It is made from readily available materials, granular salt and tap water, and works to lower the freezing point of snow and ice. It can be used as a pre-treatment, anti-icing tool, as well as a reactive de-icing technique. While granular salt alone lowers the freezing temperature of ice, it has to be wet for the chemical reaction to take place and melting to start. Putting dry salt down means you have to wait for premelting to begin - salt brine jumpstarts this process. Best of all, salt brine provides a cost-effective and time-saving solution to keep roads clear and drivers safe.

Many contractors and public works departments choose salt brine for winter maintenance due to its effectiveness, low production costs, and savings on granular material. **In fact, most users reduce their annual rock salt usage by 30%!**

BENEFITS

Save Time. Liquid anti-icing and deicers save your time during pre-storm preparation and post storm cleanup. With the prevention of hard bonding to the roadway surface and a jumpstart to cutting through snow and ice pack, post storm clean up time is drastically reduced.

Save Money. Liquids save money by reducing the annual amount of granular product needed. Liquids also reduce waste, limiting scatter when the product is being applied. Anti-icing can also save roadway maintenance operations by providing excellent frost prevention, and reducing the amount of call outs for frosted bridges or critical areas.

Increase Service. The use of liquid anti-icing and de-icing solutions can help clear snow and ice in a more effective and efficient manner, cutting two or three days off post storm clean up. This efficiency keeps the motoring public on the move with safer roads and provides a reduced cost of operations.

TOLL FREE: 888-208-0686

MAIN: 320-763-5074

FAX: 320-763-5812

PO BOX 457

4115 MINNESOTA ST.

ALEXANDRIA, MN 56308

LATEST NEWS

FORCE America Breaks Ground on New Distribution Location

APWA Rocky Mountain Spring Conference, Boise, ID April 16-18

ODB Annual Spring Show, Raleigh, NC, April 18th

NACE Annual Meeting, Wis. Dells, WI April 22

Visit us at the APWA Snow Conference, May 8-9, 2018



A SUBSIDIARY OF

FORCE
America Inc.

ANTI-ICING SYSTEMS

DIRECT APPLICATION SYSTEM (DAS)



GVM's Direct Application Systems (DAS) are designed to spray anti-icing liquids directly onto road surfaces. Direct Application Systems are available in a wide range of sizes and styles, to fit any fleet or budget. They can be mounted to ATV's, tractors, pick-up trucks, roll off trucks, and dump trucks. Direct Application Systems can also be used for dust control on unpaved surfaces. All Direct Application Systems are constructed of hot dip galvanized steel for corrosion resistance and include a solution tank made of rotationally molded, high density, UV stabilized polyethylene, designed to hold material with specific gravity up to 16 pounds per gallon.

- Add-on system to directly apply anti-icing or de-icing liquids
- Mounts onto all-terrain vehicles (ATV's), tractors, and large or small trucks
- 125-3400 gallon systems available
- Easy load and unload features
- Hook-lift system, skid-mounted system or trailer system
- Free standing carrier frame made of hot dip galvanized steel
- 1, 2, or 3 lane coverage spray bar
- On/off controller in cab
- Ground speed control options
- Hydraulic or gas driven pump

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ANTI-ICING SYSTEMS



Swap Unit



EZ Load Unit



Pick-Up Truck Mounted



3-Point Hitch Mounted



ATV Mounted

EZ Load & Swap Units

- Easy load/unload feature, free-standing carrier frame made of hot dipped galvanized steel for corrosion protection
- 925, 1035, 1335, 1635 or 1800 gallon solution tanks with a Liquid Surge Stabilizer total baffle system
- 1, 2, or 3 lane coverage spray bar
- Hook-lift system, skid-mounted system, or trailer system
- On/off controller in cab
- Ground speed control options
- Hydraulic driven pump
- Stainless steel spray bar, optional

ATV Mounted

- Ideal for sidewalks, road surfaces, and parking lots/garages
- 125 gallon tank
- Frame mounted on all terrain vehicles

Pick-Up Truck Mounted

- Slide-in type system, can be easily loaded and unloaded with a forklift
- Ideal for road surfaces and parking lots
- 225, 325, 500, or 725 gallon solution tank, Liquid Surge Stabilizer total baffle systems standard with 325, 500, and 725 gallon tanks
- Spray coverage from 8-12 ft wide
- Frame mounted tank easily slides into truck

3-Point Hitch Mounted

- Ideal for large sidewalks, road surfaces, parking lots, and parking garages
- 225 gallon tank
- Spray coverage from 4-6 ft wide
- 3-point hitch mounted tank mounts to a large tractor





Roehr's Machinery Inc.



Helping you
grow

1512 N. 6th Street
P.O. Box 189
Beatrice, NE 68310

Phone 402-228-3319
Toll Free 888-476-3477
Fax 402-228-3310

6219 Rd Q
Hebron, NE 68370

Phone 402-768-7266
Fax 402-768-2316

www.roehrsmachinery.com

May 21, 2018

City of Crete
Attn: Tom Ourada
243 E. 13th Street
Crete, NE 68333

Tom-

Per our discussions last week I am providing you a list of the equipment quotes along with the options included. Below you will find the options and information regarding the New Holland Workmaster 70.

Options include:

- 70 HP
- Mechanical Front Drive (MFD)
- Front Wheel 9.5 x 24 -4WD
- Rear Wheel 14.9 x 28
- 1 Rear Remote
- Loader Mount Ready with Loader Joystick
- 540 RPM – Single PTO
- Vertical Exhaust
- 1,500 kg Lift hitch
- Transmission – 8x8 Synchomesh

Also included in this quote is the New Holland 611TL loader. Below you will find the options for the loader.

Options include:

- Non Self Leveling
- Quick Attach

The total price for the New Holland Workmaster 70 is **\$26,850.00** which includes freight and PDI. The total price for the New Holland 611TL loader is **\$2,560.00** which includes freight and PDI. The 72" bucket is **\$650.00** and an 84" low profile bucket is **\$1,100.00**. The white canopy for the New Holland Workmaster 70 tractor is **\$650.00**. Please let me know if you have any questions or concerns regarding the quote above.

We have also included the options and information regarding the Land Pride RCF20-84.

Options include:

- Front and Rear Chain Guards
- Single Laminated Tailwheel
- **\$3,100**; which includes the governmental bid discount.

The total price for the Land Pride GS2584 grading scraper is **\$1,940.00** which includes rear facing blades and governmental bid discount.

In summary, below are the quotes for each piece of equipment:

- New Holland Workmaster 70	\$26,850.00
- New Holland White Canopy	\$650.00
- New Holland 611TL Loader	\$2,560.00
- 72" Bucket	\$650.00
- Land Pride Rotary Cutter RCF20-84	\$3,100.00
- Land Pride Scraper GS2584	<u>\$1,940.00</u>
- Total	\$35,750.00

Please let me know if you have any additional questions or concerns regarding the quotes above.

Sincerely,

Dean Roehr
Roehr's Machinery, Inc.
402-520-2924

Dear City Council Members,

My name is Lesli Kratochvil. I am a 5th grader at Crete Intermediate School. I am writing to campaign for a flashing pedestrian light on the intersection of 13th and Iris. My reasoning is that I walk home almost every day, I wait by the side of the road for 5-6 minutes to cross, with cars coming from 4 different directions, very rarely do they all stop at the same time, making it difficult and unsafe to cross. This pedestrian sign will help prevent accidents before and after school, along with every other time of the day due to many community members go on daily walks using the same intersection on 13th and Iris. I am willing to talk to my School Board, City Council, Police Station to keep everyone safe. This should be a community wide goal for the 2018-2019 school year. I researched the cost, one flashing sign is on the average of \$800.00-\$1,600. I feel we need a minimum of two signs, allowing us to cross safely.

Watch for kids!

FRANCHISE AGREEMENT

This Franchise Agreement (“Agreement”) is between the City of Crete, Nebraska, hereinafter referred to as the “Grantor” and Windstream Nebraska, Inc. (“Grantee”).

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

1. Definitions:

- a. “Cable Act” means the Cable Communications Policy Act of 1984, P. L. 98-549, 47 U.S.C. §521 Supp., as it may be amended and superseded.
- b. “Cable System” or “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- c. “Franchise” means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. “Gross Revenues” means all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Service Area for Cable Services purchased by such Subscribers. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, franchise fee, or sales or utility taxes; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusion available under applicable state law.
- e. “Service Area” shall mean the Grantee’s service area within the geographic boundaries of the Grantor.
- f. “Streets” means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.
- g. “Subscriber” means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.
3. **Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 14, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.
4. **Use of the Streets and Dedicated Easements.**
 - a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.
 - b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.
 - c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.
 - d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.
 - e. Grantee shall take reasonable efforts to locate new pedestals in close physical proximity to existing utility pedestals when technically and financially feasible.
 - f. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find

necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not inconsistent with privileges granted herein and consisted with all federal and state laws, rules, regulations and orders.

5. Maintenance of the System.

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor.
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended, regardless of the transmission technology utilized.

6. Service.

- a. The Grantee may provide Cable Service to the residences within the Grantee's operating area in the Service Area. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. Grantee shall provide service to new or existing annexed areas within the Service Area consistent with the provisions set forth in paragraph 6.b. below unless financial feasibility is not supported. When financial feasibility is not supported, Grantee shall provide a cost/benefit analysis supporting the basis for Grantee's denial of providing service to the new or existing annexed areas.
- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation

notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 11. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

7. Insurance/Indemnity.

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$1,000,000] per occurrence, Combined Single Limit (C.S.L.) [\$2,000,000] General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	[\$1,000,000] per occurrence C.S.L.
Umbrella Liability	[\$1,000,000] per occurrence C.S.L.

- b. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

8. Revocation.

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall be set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reason for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

9. Equal Protection. If any other provide of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partially in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate governmental entity.

10. Confidentiality. If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary of confidential information. Until otherwise ordered by a court or agency of competent

jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential to any person.

11. Notices, Miscellaneous.

- a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Crete, Nebraska
Attn: City Administrator
P.O. Box 86
Crete, NE 68333

Grantee: Windstream Nebraska, Inc.
Attn: Pam Hendrix, Director-Product Marketing
2000 Communications Blvd.
Baldwin, Georgia 30511
Pam.Hendrix@windstream.com

with a copy to: Windstream Nebraska, Inc.
Attn: Legal Department
4001 North Rodney Parham Road
Little Rock, Arkansas 72212

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

12. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of this Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, sever or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers

to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

13. Franchise Fee.

- a. Grantee shall pay to the Grantor annually an amount equal to five (5%) percent of the Gross Revenues for such calendar year, transmitted by electronic funds transfer to a bank account designated by Grantor.
- b. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than ninety (90) days after the end of each calendar year the franchise fees required by this section, together with a financial statement showing total Gross Revenues derived from the Cable System during such year. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.

14. Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on April X, 2028 unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties.

15. Acceptance and Entire Agreement. The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

[Signatures on following page.]

Considered and approved this _____ day of _____, 2018.

City of Crete, Nebraska

Signature: _____

Name/Title: _____

Accepted this _____ day of _____, 2018, subject to applicable federal, state and local law.

Windstream Nebraska, Inc.

Signature: _____

Name/Title: _____

Date: _____