

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING
November 6, 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

Committee Chair Jack Oelschlager called the meeting to order at 5:30pm.

2. Roll Call

Judy
Henning: Present

Jack
Oelschlager: Present

Dale Strehle: Present

Present: 3.

Also present: City Administrator Tom Ourada, City Clerk Judi Meyer, Parks and Recreation Director Dan Dunaway.

3. Special Order of Business

3.A. JEO Agreement for \$18,500 for Architectural Design Services for Tuxedo Park Restroom
Recommend City Council approve the JEO Agreement for \$18,500 for architectural design services for Tuxedo Park restroom. Carried with a motion by Dale Strehle and a second by Judy Henning.
Judy Henning: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 3, No: 0

3.B. Tuxedo Park Longterm Stay Camping Request

Recommend City Council approve a Tuxedo Park long-term camping stay request of sixty days beginning Nov. 10, 2018. Carried with a motion by Judy Henning and a second by Dale Strehle.
Judy Henning: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 3, No: 0

4. Officers' Reports

5. Adjournment

The meeting was adjourned at 5:42pm.

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
BETWEEN OWNER AND ARCHITECT
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between City of Crete (“Owner”) and JEO Architecture, Inc. (“Architect”).

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

Crete Park Restroom Building (“Project”).

Architect’s services under this Agreement are generally identified as follows: JEO will provide Architectural design services for the Crete Park Restroom Building as described in the Architect’s scope of services - Exhibit A.

Owner and Architect further agree as follows:

ARTICLE 1 - SERVICES OF ARCHITECT

1.01 Scope

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

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Architect as set forth in Exhibit A and per the terms in Exhibit B.
- B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Architect. JEO’s Standard Hourly Rate Schedule is available upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

5.02 Total Agreement

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

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

This Agreement will be effective on _____, 2018 (which is the Effective Date of the Agreement).

Owner:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Architect: JEO Architecture, Inc.



By: Corey E. Brodersen

Title: Architecture Department Manager

Date Signed: October 15, 2018

Address for giving notices:

JEO Architecture, Inc.

2700 Fletcher Ave.

Lincoln, NE 68504



Exhibit A – Scope of Services Crete Park Restroom Building

YOUR PROJECT:

Your project consists the construction of a new park restroom building. The new ADA accessible restroom facility will be designed to a size of approximately 875 square feet (25'x35') and include a women's room with 7 toilets and 2 lavatories and a men's room with 2 toilets, 6 urinals and 2 lavatories. It is anticipated that the building will be design as a slab-on-grade structure with perimeter footing and 8' wood stick-framed walls with pre-engineered wood roof trusses. Interior walls to be epoxy painted moisture board and the exterior to be finished with an exterior grade siding product, asphalt roof shingles, soffit and fascia board and gutters with downspouts. The building will be vented however it will not be mechanically cooled.

JEO has developed this proposal to provide for architectural, structural, mechanical and electrical design services related to the restroom building. This scope of services is for building design only and thus we have excluded design services related to civil grading and site utility design as well as any surveying services or geotechnical soils testing. If it is found that these services are necessary, JEO will provide the services as an additional cost to the proposed lump sum fee identified herein.

It is your intent to hire JEO to complete plans necessary to obtain construction permits and obtain competitive contractor bids.

SCOPE OF SERVICES:

Based on the project defined above, we propose to provide architectural and engineering services as defined herein.

1) DESIGN - CONSTRUCTION DOCUMENTS

- Design - Construction Drawings
 - JEO shall develop permit/design intent documents indicating the scope of work for the Park Restroom Facility. Drawings will include a floor plan, roof plan, exterior elevations, a building section, a door schedule, toilet accessory schedule, interior restroom elevations, mechanical/plumbing and electrical plans and details.
 - JEO will provide an estimated cost of construction upon completion of the design documents. Once the project is bid, and if the lowest responsible bid is higher than JEO's opinion of cost and/or higher than the City of Crete's budget, JEO will be compensated additional fee for any revision related to value engineering and/or other requirements necessary to get the project within the City's desired budget.

2) BIDDING & CONSTRUCTION ADMINISTRATION

- JEO will aid during the bidding and construction administration phases as an additional service based on 2019 hourly rates.

TERMS AND CONDITIONS:

1) FEE

- a) JEO proposes to provide the design and construction document services defined above based on a lump sum fee of \$18,500.00
- b) The fee for the services can be broken down as follows:
 - i) Architectural = \$11,200.00
 - ii) Structural = \$1,500.00
 - iii) Mechanical, Plumbing, Electrical = \$5,800.00
 - iv) Civil = N.I.C. – Services to be billed hourly if needed
 - v) Survey = N.I.C. – Services to be billed hourly if needed
 - vi) Geotechnical = N.I.C. - Owner cost if necessary

2) REIMBURSABLE EXPENSES

- c) Reimbursable expenses shall be as defined below and will be invoiced to you at their cost plus 10% for coordination.
 - i) Cost of reproduction of contract documents for bidding and/or construction.
 - ii) Renderings/models.
- d) Reimbursable expenses shall be billed monthly.

3) ADDITIONAL SERVICES

- e) For Additional Services requested by the Owner and as defined herein, work shall be completed at standard hourly rates:
- f) Typical additional services include but may not be limited to:
 - i) assistance during the project bidding phase.
 - ii) assistance during the construction/construction administration phase.
 - iii) evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom.
 - iv) revisions to construction documents either during or after the project bidding phase.
 - v) civil engineering services
 - vi) surveying services
 - vii) geotechnical services
 - viii) increase in project scope

4) CONTRACT TIME

- g) If the Basic Services covered by this Agreement have not been completed by March 1, 2019, through no fault of JEO, extension of JEO's services beyond that time shall be compensated as additional services.
- h) JEO anticipates the commencement of the Design-Construction documents to begin in mid to late December if this proposal is accepted before Nov. 15, 2018. Later acceptance could cause for a delay in work beginning.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

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

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

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

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



Dear Crete City council members,

Hello, my name is Jacquie Willieford and I am writing to you in regards to parking my camper at Tuxedo Park. After the recent death of my husband Dave, and doing some soul-searching, I have decided to return to Crete , not only because of the excellent school system and the warm-hearted members of the community but also to be closer to my daughter, granddaughter and the rest of my family. I will be starting my new job on November 12th, 2018, however I have not found a home yet so would like to use my camper as a temporary residing place. It would just be myself and my little Westy sidekick, Sugar. Upon your approval I would like to bring my camper down on the 10th of November and reside until I have found a permanent residence that fits my needs or the approved time frame at Tuxedo Park has expired. I thank you all very much for taking the time to read my letter and consider my temporary residency at Tuxedo Park. Enjoy the rest of your evening and I hope to hear from you soon.

Sincerely,
Jacquie Willeford