

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING

September 15, 2020

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 Kyle Frans called the meeting to order at 5:13pm.

2. Roll Call

Kyle Frans: Present

Jack

Oelschlager: Present

Dale Strehle: Present

Present: 3.

Also present: City Administrator Tom Ourada, City Clerk Judi Meyer, Finance Director Jerry Wilcox, City Attorney Kyle Manley, other City Council Members, Mayor Bauer, members of the public.

3. Items of Business

A. Review Armory Park rules and discuss access and amenity options.

Direct City Administrator to not proceed with fencing around Armory Park. Carried with a motion by Dale Strehle and a second by Jack Oelschlager.

Kyle Frans: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 3, No: 0

- B. Consider financing options and timelines for splashpad reconstruction with the possibility of a LWCF grant award.

Table action regarding the Wildwood Pool splashpad until the LWCF grant notification is received.
Carried with a motion by Dale Strehle and a second by Jack Oelschlager.

Kyle Frans: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 3, No: 0

LWCF notifications are anticipated for January 2021.

4. Officers' Reports

Council Member Jack Oelschlager reported that the Nestle Pet Pride day will include Nestle employee volunteers assisting with improvements at the dog park and City Park.

5. Adjournment

The meeting was adjourned at 5:31pm.

Mayor

(SEAL)

City Clerk

I, Judi Meyer, 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)

AMERICAN FENCE COMPANY

Sioux City
Rochester
Kansas City
Omaha
Lincoln
Grand Island
Sioux Falls
Des Moines
Wichita
Iowa City

3301 N 35th St

Lincoln, NE 68504

(402)467-2511

j.plugge@americafence.com

Salesman

Matt Thuman

Phone

(402) 616-4035

Email

m.thuman@americafence.com

Date:	8/21/2020	Phone:	402-826-4312	Fax:	
Customer Name:	City of Crete, Nebraska				
Billing Address:	243 E 13th St, Crete, NE 68333				
Location of Job:	Southeast Corner of 16th and Grove				
Cell Phone:	402-418-1789	Contact Name:	Aaron Steffensmeier		
		Contact E-Mail:	asteffensmeier@crete.ne.gov		
Specifications:					
Furnish and Install Materials					
Furnish and install approximately 542 linear feet of 6' height commercial grade galvanized chain link fence with top rail and gates. Fence framework will be galvanized. 3" O.D. terminal posts and 2-1/2" O.D. line posts and 1-5/8" O.D. top rail and gate framework. Chain link fabric will be 9 ga wire in 2" diamonds. Posts will be set into concrete footings with the dirt spoils spread around them. Footage includes (1) 4' single swing gate and (2) 12' double swing gates.					
Total: \$9,945.00 Tax is Not Included (Form 17 Required).					
Notes and Exclusions:					
1.) Unless otherwise noted, one mobilization is included for the installation of the fence. 2.) Unless otherwise noted, block-out(s) in concrete/masonry for fence by others. No core drilling included. 3.) No permit, survey and/or staking included. Fence line to be staked by others. 4.) Unless otherwise noted, no removals, grading, grubbing and/or demolition included. 5.) Private utilities to be located by others. Fence line to be staked clear of utilities. 6.) Unless otherwise noted, no electrical wire, wiring, grounding, conduit and/or connections included. 7.) No bonds, dues or completed operations included. 8.) All items not specifically mentioned in this proposal are excluded. 9.) Unless otherwise noted, no addenda were received. 10.) This proposal may be withdrawn by AFC if not accepted within 30 days. 11.) AFC will not be subject to liquidated damages. 12.) Entire fence line must be concrete truck accessible. 13.) Waivers of subrogation are not included.					
Project Specific Notes					
No permit, survey, staking or field verification included. No engineering or testing included.					
No core drilling, rock drilling, sleeve(s) or blockage required or included.					
No temporary fence included.					
All staking and private utility locates, must be complete prior to AFC commencing Work.					
No shop drawings, engineered drawings, delegated design or engineering included.					
No electrical fence grounding included. No grading, grubbing, removals or demolition included.					
If project is bid as tax exempt, a valid NE Tax Exemption form MUST be received prior to AFC beginning any work.					
Customer agrees to complete AFC Scheduling Installation Project Checklist prior to AFC beginning work. Form available for review upon request.					
NOTE: NOT RESPONSIBLE FOR SPRINKLERS SYSTEMS. ESTIMATE GOOD FOR 15 DAYS.					
Note: Your project was estimated based on what we see. Objects below ground that interfere with your post installation will not be the responsibility of AFC such as your foundation, buried paving or pavers, roots, old fence footings, etc. Any adjustments additional materials, trips and labor will be at an additional expense.					

Please call Matt Thuman at (402) 616-4035 with any question

Due to unprecedented steel price increases, contractor to pay for stored materials or provide for subsequent future price increases after award of contract. AFC will provide storage Accounts not paid within thirty days will be charged eighteen percent (18%) per annum.

REV: 4-1-19

We agree to provide the work in accordance with the information stated here in the amount of:
Authorized Signature: _____ *Matt Thuman*

See Above
 Date: 8/21/2020

On the back and or second page of this proposal are very important terms and conditions that we are requesting that you review. If you do not have these terms and conditions: do not execute and contact your sales rep. Upon your review, if you have any questions please contact us. After review and agreement, please sign below indicating that you have fully read, understood and agree with the terms and conditions stated above. **We impose a surcharge of 3% on all credit cards that is not greater than our cost of acceptance.**

Customer/Contractor Signature: _____

Date: _____

Please Provide a Billing E-mail: _____

AMERICAN FENCE COMPANY

Sioux City Rochester Kansas City Omaha Lincoln Grand Island Sioux Falls Des Moines Wichita Iowa City

Terms and Conditions

Customer assumes full responsibility for the location of property pins, staking of the fence and any inaccurately placed pins and/or stakes.

Customer understands that American Fence Company has staked the fence based on the proposal and/or in consideration of existing utilities that may not reflect the actual location of customers property. Customer agrees to defend, hold harmless and indemnify American Fence Company from and against all claims, liabilities and expenses for trespass and other damage or loss arising out of the location of said fence. Customer hereby assumes full responsibility for the damage to any marked and unmarked underground utility, telephone, T.V., Cable or sprinkler system pipes. If the customer requests, agrees or allows American Fence Company from and against all claims, liabilities and expenses as a result of damage to these utilities and related property. If the contract price is not paid when due, the customer agrees to allow American Fence Company to trespass on to their property and remove the fence at the company's discretion.

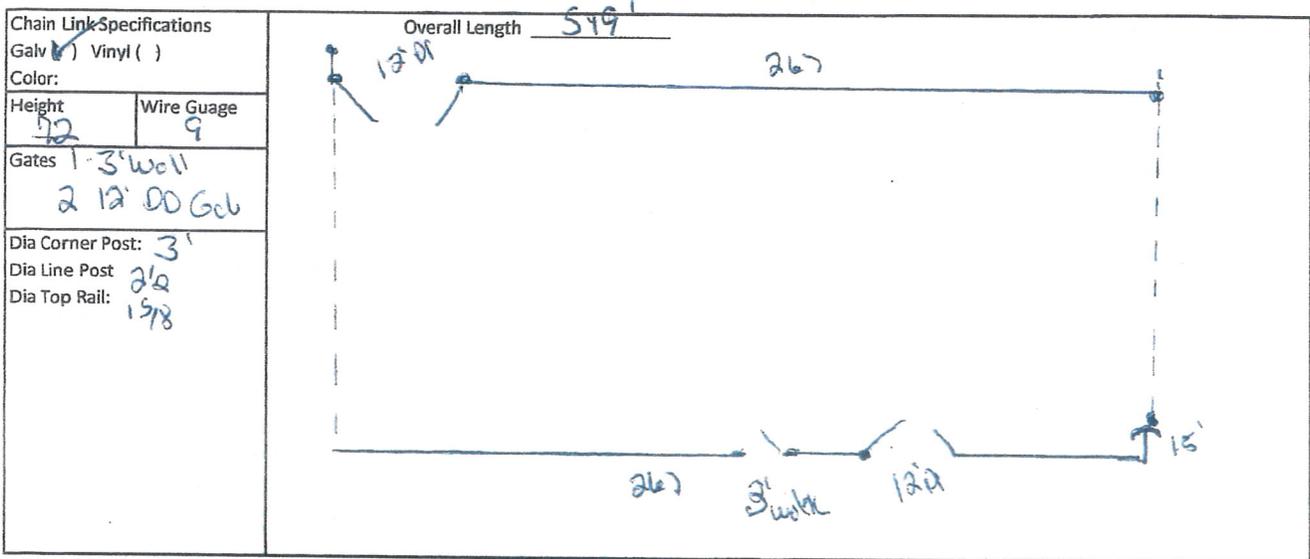
Furthermore, the customer agrees indemnify and hold harmless American Fence Company for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and any subsequent modification/s shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Company. Any time stated for installation is purely estimated. The customer agrees and accepts that American Fence Company will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by the customer. Any changes to the fence due to varying ground conditions are not the responsibility of American Fence Company. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by the customer after acceptance of proposal. American Fence Company has the right to reject any bid. All legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, the customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, the customer is authorizing American Fence Company to complete the work. The customer is financially responsible for cancellation fees and cost of special-order materials in the event the customer elects to cancel the contract. Terms: 60% Down. Balance due on the date of completion. A service and handling charge of 5% per month – 60% annum will be applied to delinquent accounts past 10 days. We impose a surcharge of 3% on all credit cards that is not greater than our cost of acceptance.

About **Quality** Fence

401 N Jackson St
 Papillion, NE 68046
 Phone 402-896-9325 (Omaha) 402-435-6611 (Lincoln)
 Fax 402-894-0076

Commercial Chain Link--Wood--Vinyl--Iron--Aluminum

Date 8-21-2020
 Business Name City of Crete Contact Name Aaron
 Billing Address 243 E 13 St
 City Crete State Mo Zip 68333 Phone 402-418-1789 Fax _____
 Job Address 14 Hawthorn Ave



ABOUT FENCE, LLC agrees to warranty workmanship of new fence for 1 year from time of installation. ABOUT FENCE, LLC shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the Customer. ABOUT FENCE, LLC will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstances does ABOUT FENCE LLC assume any responsibility concerning property lines or in any way guarantee their accuracy. Customer understands that this contract is an estimate of total footage: actual footage will be determined after final measurement of the completed project. Total purchase price of the fence will be based upon the final measurement. Any changes after the date of this contract will be in the form of a change order and charged accordingly. Customer agrees to defend, hold harmless and indemnify AF from and against all claims, liabilities and expense for injury, death or damage to persons, property, trespass and all other damages or loss arising out of or after the installation or location of the fence, unless the damage or loss is a result of the gross negligence of AF. Customer agrees to pay 50% of the total contract price upon acceptance (Deposit). The remaining balance is due upon completion. If customer terminates this Agreement (for any reason) prior to completion of the work described herein, AF will be entitled to retain 15% of the total contract price plus the cost of materials and labor actually incurred as liquidated damages, in addition to any other rights and remedies available under applicable law. AF reserves the right to make additional charges to the Customer in the event of unusual ground conditions such as rock formations or excessive tree roots which might impede the installation. Such charges shall be on the actual additional labor required to complete installation under the circumstances. Customer agrees to the terms and that AF IS NOT RESPONSIBLE FOR ANY SPRINKLER DAMAGE.

Contract Price \$ _____

Acceptance and Signature of Customer

Required Deposit \$ _____

Date: _____

Completion Balance \$ 11,524.⁰⁰

Acceptance and Signature of About Fence

Scott Hardy

Date: 8-21-2020

**About Fence LLC dba About Quality Fence
Terms & Conditions**

Entire Contract: This contract between the customer indicated on the front of this contract ("Customer") and About Fence LLC, hereinafter AF, ("Seller") consists of the terms written on the face of the contract and the detailed plans, specifications, drawings, samples or other descriptions, if any (collectively, the "Plans") attached hereto, which are hereby incorporated as if fully set forth herein. All conflict between the terms written on the face of this contract, these preprinted terms and conditions and those attached shall be given priority in the following manner: (1) the terms written on the face of this contract then (2) these printed terms and conditions. Except as provided in the preceding sentence, it is a condition of this contract that the provisions printed or otherwise contained in any quotation, acknowledgement, shipping document, or other instrument provided by Customer which are inconsistent with or in addition to the terms and conditions of this contract shall be of no effect or force. The contract is as described above and contains the entire agreement between Customer and Seller, which agreement shall not be modified orally or by failure of either party to enforce its rights hereunder and shall be modified only in writing.

Payment Terms: Net amount of the contract is payable in full immediately upon installation of the work described herein. All purchase orders, shipments and deliveries shall at all times be subject to the approval of Seller's credit department. If in the judgment of Seller the credit standing of Customer becomes impaired at any time, Seller shall not be obligated to make any deliveries and may require full payment within (10) ten days after demand by Seller. Seller retains a security interest in the good sold hereunder to secure the payment of amounts due Seller and Customer authorizes Seller to file in any jurisdiction Seller deems necessary financing statements describing the goods sold. A late charge or finance charge will be imposed upon all past due accounts (i.e., accounts not paid within ten (10) days of date of installation) at a rate of eighteen percent (18%) per annum. Should this rate exceed the maximum rate that is allowed by law, such maximum rate shall apply.

Governing Law: This contract is made and entered into in the State of Nebraska, County of Douglas, and shall be construed in accordance with the laws of the State of Nebraska. With regard to any disputes which arise hereunder, all parties consent to personal jurisdiction in Nebraska and exclusive venue within the state or federal courts located in Douglas County, Nebraska. In the event suit is brought or an attorney is retained by Seller to enforce these terms and conditions or to collect any money due hereunder, or to collect any money damages for breach hereof, Seller shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, cost of investigation, and other related expenses incurred in connection therewith.

Risk of Loss: Risk of loss shall remain with the Seller until the Fence is delivered at the place of delivery and accepted by Customer. Upon delivery and acceptance of the Fence, all risk of loss or damage shall pass to Customer.

Warranties: SELLER WARRANTS TO CUSTOMER THAT (1) ALL WORKMANSHIP DESCRIBED HEREIN IS GAURENTEED FOR ONE (1) YEAR FOLLOING ACCEPTANCE BY CUSTOMER, (2) EXCEPT AS SET FORTH IN (3) BELOW, ALL FENCE PRODUCTS ARE COVERED BY THEIR RESPECTIVE MANUFACTUREERS' WARRANTIES, AND **(3)(A) WOOD PRODUCTS HAVE NO WARRANTY.** ALL MATERIAL AND EQUIPMENT FURNISHED HEREUNDER SHALL BE OF THE HIGHEST QUALITY

WITH THE PLANS. EXCEPT AS PROVIDED OTHERWISE IN THIS CONTRACT, SELLER MAKES NO WARRANTY, EPXRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERSIE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO MCHERTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

Waiver: The failure of Seller to require performance by Customer of any obligation hereunder shall in no way affect Seller's rights to require such performance at any time thereafter. In addition, no waiver by Seller of the breach of any provision hereof shall constitute a waiver of any subsequent breach of the same provision, or any breach of any other provisions.

Indemnity: Customer shall indemnify and defend Seller and its employees, directors and officers against any and all losses, damages and expenses (including attorneys' fees and other costs of defending any action) which they, are any of them, may sustain or incur as a result of any claim of negligence, breach of warranty, or product liability in connection with the goods or services furnished hereunder, except for those damages caused by the gross negligence or willful misconduct of Seller.

Limitations on Liability: IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDED BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), OR FOR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR ACCEPTANCE OF THE CONTRACT OR CUSTOMER'S USE OF THE GOODS AND SERVICES PROVIDED HEREUNDER, EVEN IF SELLER HAS BEEN ADVISED OR (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES, AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CONTRACT OR ANY AGREEMENT OF SALE RESULTING FROM THE ACCEPTANCE OF THIS CONTRACT TO THE CONTRARY, SHALL SELLER'S CUMULATIVE LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSSES, DAMAGES, CLAIMS, FINES OR EXPENSES OF ANY NATURE NOT DISCLAIMED ABOVE ARISING OUT OF OR WITH RESPECT TO THIS CUSTOMER ORDER EXCEED THE AMOUNTS RECEIVED FROM CUSTOMER UNDER THIS CONTRACT OR ANY AGREEMENT RESULTING FROM THE ACCEPTANCE OF THIS CONTRACT. THE FOREGOING LIMITATIONS SHALL APPLY AND SURVIVE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

Delays: Seller shall not be liable for any delay in the performance of purchase orders or contracts, or in the delivery of shipment of goods, for any damages suffered by Customer by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from, inclement weather, fires, floods, accidents, civil unrest, acts of God, or governmental interference or embargos, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond Seller's control.

Customer _____

Date _____