

Agenda
Yutan City Council
Tuesday, October 22nd, 2024
6:00 P.M. – Yutan City Hall
112 Vine Street, Yutan NE 68073

The mayor and city council reserve the right to enter into a closed session per Section 84-1410 of Nebraska State law. The sequencing of agenda items is provided as a courtesy; the mayor and city council reserve the right to address each item in any sequence they see fit.

- 7:00 Meeting to Order
Statement from the Mayor Regarding the Posted Location of Open Meetings Act
Statement from the Mayor Regarding the Meeting Code of Conduct
Roll Call
Pledge of Allegiance
- 1) **Consent Agenda**
 - a. Approve Minutes of October 8th, 2024 Regular Meeting
 - b. Claims

 - 2) **Open Discussion from the Public**
 - a. Those wishing to speak on agenda items or other items relating to city business, not on the agenda may speak at this time only. Speakers must sign in with the Clerk or Administrator prior to the commencement of the meeting. Each speaker will be limited to three minutes. No action will be taken on these discussion items at this time.

 - 3) **Other Action Items**
 - a. Acceptance of bid from Hardman Lawn and Landscaping in the amount of \$27, 088.70 for new holiday decorations.

 - 4) **Discussion Items**
 - a. First Draft Ordinance to modify Parks, Recreation and Forestry Board and Recreation Advisory Committee and Update and Recodify Tree provisions.

 - 5) **Items for Next Meeting Agenda**

Meeting Adjourned

NEXT MEETING DATES

Planning Commission-Tuesday, November 12th, 2024, 7:00 P.M.

City Council-Tuesday, November 19th, 2024, 7:00 P.M.

Anyone desiring to speak before the mayor and city council should contact the city clerk by the Monday preceding the city council meeting by 4:00 p.m. Anyone desiring to speak on any item on the agenda is invited to do so but should limit himself/herself to 3 minutes. After being recognized by the mayor, give your name and address for the record. Anyone desiring to speak for a longer period of time should make arrangements with the city clerk prior to the meeting. All speakers shall address the mayor and city council only. Anyone attending the meeting that may require auxiliary aid or service should contact the city clerk in advance.

Yutan City Council
Tuesday, October 8th, 2024
7:00 p.m. Yutan City Hall

EXTRACT FROM MINUTES OF A REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF YUTAN, IN THE COUNTY OF SAUNDERS, STATE OF NEBRASKA HELD AT THE CITY OFFICE IN SAID CITY ON THE 8th DAY OF OCTOBER 2024, AT 7:00 p.m.

Notice of the meeting was given in advance thereof by posting notice, a designated method for giving notice, as shown by the Affidavit of Publication and Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to Mayor Thompson and all members of the Yutan City Council, and a copy of their acknowledgment of receipt of the notice and the agenda is attached to these minutes. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

The meeting was called to order at 7:00 p.m. by Mayor Thompson. Councilmembers Lawton, Chittenden, and Peterson were present. Council President Schimenti was absent. Mayor Thompson informed all the individuals present of the location of the Open Meetings Act and Code of Conduct. The meeting was opened with the Pledge of Allegiance.

1) Consent Agenda

- a. Approve Minutes of the September 23rd, 2024, Special Meeting
- b. Treasurer's Report
- c. Claims-ARCS-LLC \$207.00, Bomgaars \$63.06, Canon \$334.62, Cardmember Services \$2432.51, Column Software PBC \$291.98, Costa, Robert \$8.00, Cubby's \$517.89, Culligan \$120.50, Eakes \$787.52, ECS \$316.00, Engel, Vicki \$270.00, Frontier Cooperative \$350.00, Grass Pad Warehouse \$68.46, Heldt, Ashley \$337.50, Hometown Leasing \$69.74, JEO \$8172.50, Konecky \$89.67, LARM \$49,094.00, Lowes \$1680.44, Martin Marietta \$2106.51, MUD \$48.00, Midwest Labs \$199.57, Nebraska Department of Revenue \$947.21, NE Public Health Environmental Lab \$60.00, Neenah Foundry \$213.00, NMC Cat \$1046.63, Odeys \$1080.85, One Call Concepts \$15.58, PepperBall \$2240.00, Pitney Bowes Global Finance \$46.22, Purchase Power \$619.91, Ric Ortmeier CPA \$6000.00, RoadRunner Transportation \$370.75, The Diamonds Groundskeeper \$3260.00, The Lincoln National Life Insurance \$334.36, Thiele Geotech Inc. \$2283.50, United States Treasury \$31,325.70, US Cellular \$91.26, Wilke Plumbing \$155.00, Total w/o Payroll \$117,385.38, Payroll \$24,451.29, Total w/Payroll \$141,836.67.
- d. A motion to approve the consent agenda was made by Chittenden and seconded by Lawton. Upon roll call vote was as follows: YEAH: Lawton, Chittenden, Peterson. NO: None, Motion Carried.

2) Open Discussion from the Public

- a. Aaron Archer- Spoke on how he came to last month's regular council meeting and asked for assistance for the park board from the city council and the city office and that he still has not received any assistance or guidance. He also stated that he did not realize that the council was looking at dissolving the park board until this meeting and that having a

heads up would have been nice. Mr. Archer also believes that it would be a mistake and that if he received the help he needs, the park board can continue running accordingly.

- b. Justin Barney-Mentioned that at the special meeting that was held last month that it was mentioned dissolving the park board and that he has thought a lot about it and whether there continues to be a park board or not he is going to continue to help the community in any way possible. Mr. Barney also brought to the council the possibility of placing a pavilion by the pickleball courts.

3) Action Items

a. Dissolving of the Park Board

- i. Mayor Matt Thompson stated that he asked for this to get placed on the agenda after talking to the city attorney, it may be easier to dissolve the park board and change it to a committee, thereby easing the group's requirements to follow the Open Meetings Act. City Attorney Maureen Freeman-Caddy stated that if they were to stay under their current organizational form, then they must follow the Open Meetings Act; if they are just going to be a committee, then they could meet informally and bring ideas/proposals to the council, Freeman-Caddy also stated that any action to change the board must be done by ordinance. Council member Chittenden asked if an informal committee format would require appointment of its members. Freeman-Caddy confirmed Council's appointment of members to the committee, but the committee would not have authority to act or make spending decisions without council approval. Mayor Thompson asked if it would have to be an ordinance to dissolve the park board as well. Administrator Oliva asked if it could all be done in one ordinance or if they would have to be separate ordinances. Freeman-Caddy informed the Council that it can all be done in one ordinance. Council member Chittenden likes the idea of a committee, but worries that it would eventually fizzle out. He was under the belief that the park board was already a committee and did not have as much authority as they have. Mayor Thompson asked what had been brought to the council by the park board in the past. Aaron Archer said that early on that he had requested the park board budget and that the city said that they could not do that and that it was never done. Council member Peterson asked if it stays as is, can the park board take the budget and do what they want with it whereas if it's a committee they would come and ask the city council for their thoughts? Administrator Oliva confirmed that the park board can spend the parks budget as they see fit and that they have a say in what the park employees work on. City attorney Freeman-Caddy will draft a skeleton ordinance and the council and members of the park board can work together to fill in what their duties will be.
- ii. A motion to have city attorney Maureen Freeman-Caddy draft a skeleton ordinance for the November council meeting was made by Peterson and seconded by Chittenden. Upon roll call vote was as follows: YEAH: Chittenden, Peterson, Lawton. NO:None, Motion Carried.

b. Pay Application #4 to HD Grading & Utilities in the amount of \$64,277.04

- i. A motion to approve pay application #4 to HD Utilities and Grading in the amount of \$64,227.04 was made by Chittenden and seconded by Lawton. Upon roll call vote was as follows: YEAH: Peterson, Lawton, Chittenden. NO: None, Motion Carried.

- c. Appointment of a new Community Redevelopment Authority Board member
 - i. A motion to appoint Grady Shacke to the CRA board was made by Chittenden and seconded by Peterson. Upon roll call vote was as follows: YEAH: Lawton, Chittenden, Peterson. NO: None, Motion Carried.
- d. :Acceptance of bids for concrete work Schimenti joined at 7:29
 - i. Council member Kyle Schimenti joined the meeting at 7:29 p.m.
 - ii. A motion to accept Cody's Custom Concrete bid in the amount of \$123, 750.00 for the concrete work on Vine Street, Second Street, and HWY 92 was made by Peterson and seconded by Lawton. Upon Roll call vote was as follows. YEAH: Lawton, Chittenden, Peterson. NO: None. ABSTAIN: Schimenti, Motion Carried.
- e. Acceptance of Ric Ortmeier contract for yearly audit
 - i. A motion to accept Ric Ortmeiers contract for the yearly audit was made by Peterson and seconded by Chittenden. Upon roll call vote was as follows: YEAH: Chittenden, Peterson, Lawton, Schimenti, NO: None. Motion Carried.

4) Discussion Items

- a. Community Planner-Hazard Mitigation
 - i. Community Planner Robert Costa went over the updated hazard mitigation plan and process that is renewed every 5 years. He stated that the point of this plan is for FEMA to plan for budgeting in case there were to ever be a disaster and what the emergency plan would be for the city. The NRD does not allow the council to modify this plan and the council gets the choice to accept or deny it. Costa is just wanting to bring this to the council's attention ahead of time so that if they have any input they would have a chance to provide input and take part in it before it is too late for them to have a say. Council member Schimenit asked if another part of accepting the plan would be grant money. Costa stated that yes it would be.
- b. Entrance Sign Upgrade
 - i. City Clerk Bolter stated that there have been several issues with the marquee sign by the highway due to connectivity issues. The sign is also outdated and could use and update to the electrical parts of the sign. Discussion was held over whether to get just a wireless router and not use the antenna for the connection if that would help or if we should look at replacing it. The council has asked City Clerk Bolter to get a few more quotes on what it would cost to update the sign.
- c. Mayor Thompson brought up the sidewalk that the council was looking at widening may need to be pushed off until next year. Mayor Thompson stated that Administrator Oliva and Community Planner Costa had found a grant that would pay for up to 80% of the project. Administrator Oliva stated that if we start working on the leg work of this and have everything ready to attempt to apply it for the grant for next year.
- d. Mayor Thompson wanted to talk about updating the Christmas decorating for the city. The current ones are timeless and outdated. Currently we have a quote from Hardman Lawn and Landscaping for the purchasing and installing of the new decorations. The council just needs to pick out which ones they would prefer. Mayor Thompson also stated that we are looking at placing a Christmas Tree at the intersection of Vine and Second Streets

- 5) **Supervisor Reports**
 - a. Library Director
 - b. Utility Superintendent
 - c. Police Chief
 - d. Community Planner
 - e. City Administrator

6) **Items for Next Meeting Agenda**

Meeting Adjourned- A motion to adjourn at 8:06 p.m. was made by Peterson and seconded by Chittenden. Upon roll call vote was as follows: **YEAH:** Lawton, Schitmenti, Chittenden, Peterson, **NO:** None, Motion Carried.

NEXT MEETING DATES

Special Meeting-October 22nd, 2024, 6:00 P.M.
Planning Commission - November 12th, 2024, 7:00 P.M.
City Council Meeting - November 19th, 2024, 7:00 P.M.

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Matt Thompson, Mayor

Brandy Bolter, City Clerk/Treasurer

Vendor	Amount	Discription	Account
All Phase Electric	\$380.00	Building inspections	10480
All Star Plumbing	\$4,608.28	water line repairs	80730, 21050
ARCS-LLC	\$3,635.47	Security Cameras for Splash Pad	10830
Capital Buisness Systems	\$177.10	Office Phones	10080, 10680, 11080, 90080
Column Software PBC	\$73.51	Local Publishing	10330
Culligan	\$88.00	Water refills for City office and Shop	10260, 80260, 90260, 20260
Data Shield	\$56.00	Document Shredding	10260
Filament Essential Services	\$2,400.00	City Website Hosting	10310
M & M Quality Contractors	\$1,000.00	Telephone Poles for Hayes 2	10830
Nebraska Department of Revenue	\$3,010.21	Nebraska Lottery Tax Return	10810
Nebraska Public Health Environmental Lab	\$221.00	Water Testing	80640
OPPD	\$4,921.51	Electric Utiliites	Multiple
Spectra Associates, Inc.	\$347.50	Minute Books	10260
Three Rivers Clerks Association	\$10.00	Membership Dues	10280
Yutan Trucking	\$594.46	Hauling rock chips	10830
Total w/o Payroll	\$12,648.68		
	Payroll	\$14,081.47	
Total w/Payroll	\$26,730.15		

Memorandum

To: Mayor and City Council
From: Brandy Bolter
Date: 10-17-24
Re: Holiday Decorations

Mayor Matt Thompson received a bid from Hardman Lawn and Landscaping for new holiday decorations for the town. Part of updating the decorations is placing a tree at the intersection of Second Street and Vine. Part of the bid is updating the mounting brackets on the poles and installing the decorations.

FISCAL IMPACT: N/A

STAFF RECOMMENDATION: A decision needs to be made on which decorations the council would like placed around town. A motion and a second is needed from the council.

Hardman Lawn and Landscaping

PO Box 356
 Valley, NE 68064
 402-909-3630
 hardmanlawn@outlook.com | www.hardmanlawn.com



RECIPIENT:

Yutan City Hall
 112 Vine Street
 Yutan, Nebraska 68073

Estimate #1205	
Sent on	Oct 08, 2024
Total	\$27,088.70

Product/Service	Description	Qty.	Unit Price	Total
Bunker Blocks	Large concrete blocks to serve as tree base and hold down points for tree	4	\$87.75	\$351.00
C9 Cord with Socket		1750	\$0.61	\$1,067.50
C9 Bulbs		1750	\$2.21	\$3,867.50
Holiday Lighting Supplies	Wire cable, turn buckles, eyelets, metal for lower and upper tree rings and zip ties	1	\$1,125.00	\$1,125.00
Pole Mount Bracket Kit	1 per pole	15	\$43.20	\$648.00
24" Red Velvet Silver Trim 4-Loop Bow	1 per pole	15	\$68.60	\$1,029.00
LED 9' Garland	3 per pole	45	\$85.55	\$3,849.75
LED Candy Cane with Bow	Light pole	1	\$213.00	\$213.00
LED Mrs. Claus	Light pole	1	\$401.25	\$401.25
LED Large Stocking with Toys	Light pole	1	\$162.75	\$162.75
LED Snowman	Light pole	1	\$209.25	\$209.25
LED Snowwoman	Light pole	1	\$209.25	\$209.25
LED Snowman Baby	Light pole	1	\$162.75	\$162.75
LED Small Toy Soldier	Light pole	1	\$219.00	\$219.00
LED Gingerbread Boy	Light pole	1	\$219.00	\$219.00
LED Gingerbread Girl	Light pole	1	\$219.00	\$219.00
LED Standing Elf	Light pole	1	\$197.25	\$197.25
LED Gnome with Gift	Light pole	1	\$301.50	\$301.50
LED Scroll Ornament Green	Light pole	1	\$104.25	\$104.25
LED 24" Snowflake Ice Blue	Light pole	1	\$63.00	\$63.00

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Product/Service	Description	Qty.	Unit Price	Total
LED 43" Gift Box Red/Green	Light pole	1	\$109.50	\$109.50
LED 43" Gift Box Red/White	Light pole	1	\$109.50	\$109.50
LED Let It Snow Animated Sign	City Hall	1	\$576.75	\$576.75
60" LED Wreath	City Hall	1	\$480.00	\$480.00
LED Custom 48" Animated Starburst	Tree Topper	1	\$562.50	\$562.50
Jumper/Extension Cord		200	\$0.66	\$132.00
Male/Female Slide Plugs		50	\$1.65	\$82.50
Holiday Light - Install Labor		1	\$5,000.00	\$5,000.00*
Holiday Light - Takedown Labor		1	\$3,000.00	\$3,000.00*
Holiday Light - Storage	We store lights to allow us to maintenance as needed and when time to reinstall next year we have them available to us upon our schedule.	1	\$1,500.00	\$1,500.00*

Payment Terms: (1) one-third deposit, \$20,316.53, to get on the schedule, (2) one-third at start of job, & (3) remaining one third plus additional agreed upon charges, if any, are due upon invoicing. **Unless otherwise stated in the contract**

Job Contract

Subtotal	\$26,171.75
NE State (5.5%)	\$916.95
Total	\$27,088.70

This quote is valid for 2024. This quote is valid for 15 days and is based on the issued date, market, and material availability. Prices are subject to change after 15 days. By signing this quote, you ("Client") are agreeing to both the scope of work outlined in this quote and Terms and Conditions listed below. Any work requested outside of the scope of work or not listed in the scope work on the signed quote will require a change order signed by Hardman Lawn & Landscaping and Client before work will begin.

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Notes Continued...

Terms & Conditions

1. Materials, Supplies and Products: Hardman Lawn & Landscaping shall furnish all the materials, supplies and products, and perform all the work as described in this quote. All materials, supplies and product are property of Hardman Lawn & Landscaping until completion of job and any remaining materials, supplies and products following the complete of project will remain property of Hardman Lawn & Landscaping. Otherwise, with signed approval of Hardman Lawn & Landscaping, if Client wishes to keep certain materials, supplies or products, that option may be permissible but may result in additional charges. The bid is intended to calculate the proper quantities needed, and best efforts are made for that, however no refunds are given for partial materials, supplies or product(s) as fractional portions are uncertain and probably minimal.

2. Pricing & Changes: Costs associated with this service(s) are provided in this quote. Changes to agreed-upon work will require a signed change order agreed upon and approved by the Client, and fully explained in detail before any work is done. Change orders are to be paid in full upon agreement.

3. Terms of Payments – One Time Jobs: Payment can be made in the form of check, credit card via Jobber Client Hub, or set up with autopayments (ACH or credit card). Payments are to be made in one-third increments, as follows: (1) one-third deposit to get on the schedule, (2) one-third at start of job, & (3) remaining one third plus additional agreed upon charges, if any, are due upon invoicing. Once job is completed, an invoice will be sent within 7 business days of completion and payment is due upon receipt. A \$35.00 fee will be charged to Client's account for any checks returned by the issuing institution. Client must notify Hardman Lawn & Landscaping concerning any bill discrepancy within 7 business days of receipt date.

**POOLS- Payments are to be made in four increments, as follows: (1) nonrefundable one-third (33.33%) deposit to get on the schedule & to order pool, (2) one-third (33.33%) at start of job, (3) 15% upon pool is in working order, & (4) remaining amount plus additional agreed upon charges, if any, are due upon invoicing. Once job is completed, an invoice will be sent within 7 business days of completion and payment is due upon receipt/invoice.

**HOLIDAY LIGHTING/ PERMANENT LIGHTING - Payments are to be made in two increments, as follows: (1) 75% deposit to get on the schedule & order any new lights & (2) remaining 25% plus additional agreed upon charges, if any, are due upon invoicing. Once job is completed, an invoice will be sent within 7 business days of completion and payment is due upon receipt.

Invoice(s) unpaid more than ten days after billing will result in financial charges charged to the account at a rate of 1.5% per month, calculated on a per month basis, no fraction thereof, or the maximum allowed by the law whichever is higher until paid in full. Client agrees to pay any accumulated financial charges with the following invoice. Hardman Lawn & Landscaping reserves the right to put a lien on Client's property in the event the balance is not paid in full. Client agrees to pay any collections costs incurred by Hardman Lawn & Landscaping in pursuing any outstanding balance, including but not limited to reasonable attorney's fees, costs, and court costs.

4. Terms of Payments – Recurring Jobs: Invoicing will be billed on a monthly for work completed. Invoices are due upon receipt. Payments can be made in the form of check, credit card via Jobber Client Hub or set up with autopayments (ACH or credit card). Invoice(s) unpaid more than ten days after billing will result in financial charges charged to the account at a rate of 1.5% per month, calculated on a per month basis, no fraction thereof, or the maximum allowed by the law whichever is higher until paid in full. Client agrees to pay any accumulated financial charges with the following invoice. A \$35.00 fee will be charged to Client's account for any checks returned by the issuing institution. Any bill discrepancy must be notified to Hardman Lawn & Landscaping within 7 business days of receipt date. Hardman Lawn & Landscaping reserves the right to put a lien on Clients' property in the event the balance is not paid in full. Client agrees to pay any collections costs incurred by Hardman Lawn & Landscaping in pursuing any outstanding balance, including but not limited to reasonable attorney's fees, costs, and court costs.

5. Cancellation/Termination – One Time Jobs: Client may terminate the quote up to 14 days prior to scheduled start date receive full deposit refund. Termination needs to be in writing via email sent to hardmanlawn@outlook.com. Termination of quote less than 14 days prior to scheduled start date will result in forfeiture of the one-third deposit (in other words, the one-third deposit becomes non-refundable) because Hardman Lawn and Landscaping will have incurred substantial planning, scheduling, costs, and lost opportunities elsewhere.

6. Cancellation of Visit – Recurring Jobs: Client is responsible for notifying Hardman Lawn & Landscaping of any cancellation of a scheduled visit at least 48 hours before normal scheduled visit. If not notified 48 hours before a scheduled visit, services will be charged to the account. If services are cancelled twice in a month service may be terminated by Hardman Lawn & Landscaping for the remainder of the contract.

7. Termination – Recurring Jobs: This contract is a month-to-month contract for recurring services, outline in quote provided and agreed upon by Client and Hardman Lawn & Landscaping. To terminate recurring services, emailed notice to hardmanlawn@outlook.com must be provided at least 30 days before termination date. However, termination does not remove

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Notes Continued...

Client's responsibility to pay all fees associated with services already performed, charges resulting from late fees, including but not limited to, financial charges, reasonable attorney's fees, costs, and court cost, if any. Immediate cancellation may be accepted at Hardman Lawn & Landscaping's sole discretion for the following reasons: transferred out of the local area, sale of property, unemployment, sickness and/or death. Hardman Lawn & Landscaping reserves the right to request proof of reason for early termination. An early termination fee of \$200.00 may apply if cancellation notice is not properly or adequately given.

8. Utilities: Hardman Lawn & Landscaping will contact the state's public utility locating service at least 48 hours prior to the start of any project that requires digging or dirt removal. It is the responsibility of the Client to notify Hardman Lawn & Landscaping of any private utilities and underground and/or buried items, including but not limited to: irrigation systems, invisible pet fencing, utility lines, private gas, electrical, water, or sewer lines and any other privately installed utilities, whether or not such items are owned by or known to the Client. Client must mark any private utilities at least 24 hours before the project start date. Hardman Lawn & Landscaping is not responsible for damage to and/or interruption of any utilities resulting from, unmarked or mis-marked private utilities. Any damage to Hardman Lawn & Landscaping employees, equipment, or materials as the result of any unmarked or mis-marked private utilities shall not be the responsibility of Hardman Lawn & Landscaping. Nor will Hardman Lawn and Landscaping be responsible for damaging any unsecured cables, wires, irrigation pipes or heads, lines etc., which are installed less than 3" below ground level.

9. Permits & Restrictions: Client is responsible for complying with and notifying Hardman Lawn & Landscaping of all covenants and/or restrictions applicable to the property along with obtaining any necessary prior approval from private entities including but not limited to: homeowner's associations, management companies, cities, etc. If any permits are required, these will be obtained by Hardman Lawn & Landscaping. Any costs associated with these required permits will be billed to the Client. Hardman Lawn & Landscaping is not responsible for surveying the property or determining boundary lines, easements, or encroachments located on the property.

10. Site Conditions: Client is not required to be at home while service is performed but the service area must be accessible and free of obstructions (lawn furniture, toys, trash, bio-hazardous materials, etc.) prior to the scheduled visit. All pets must be secured, as to pose no threat or come into contact with any service personnel. If such obstructions are discovered, we will service what we have access to, and you will be charged for a full service. In cases where adverse site conditions might compromise safety, quality workmanship, or efficiency, Hardman Lawn & Landscaping reserves the right to delay or suspend work. Examples include but are not limited to inclement weather, presence of other contractors, obstructions, or unsecured pets. Hardman Lawn & Landscaping will be the sole judge as to whether or not adverse site conditions are present and will promptly notify Client of such condition(s) and a reschedule date.

11. Unforeseen Conditions: Unforeseen soil(s), underground conditions, and unmarked public or private utilities may cause additional work which may result in additional costs and charges in order to complete the project. Client is responsible for these additional costs and charges. These conditions include but are not limited to, buried stumps, foundations, concrete footings, waste, debris, trash, or rubbish. If such conditions are discovered, Hardman Lawn & Landscaping will discuss these conditions with the Client. Delays due to inclement weather or Acts of God, shall not be a basis for termination of this Agreement or a reduction in the amount owed by the Client.

12. Carry Over: On occasion, the completion of a project will be delayed due to the onset of winter. In those cases, the Client will be invoiced for the value of all work completed to that point, payment is to be due upon receipt of invoice. Such project(s) will be first on the schedule to be completed the following Spring, assuming such delay does not hinder Client's operations. Hardman Lawn & Landscaping shall not be responsible for any damage to the project(s) or property that occurs over the winter, but will take steps to deter such damage, but cannot be responsible for damage caused by nature.

13. Ground Settling: Hardman Lawn & Landscaping is not responsible for ground settling when working in areas excavated and/or filled by others within the last 48 months.

14. Subcontractors: Client grants Hardman Lawn & Landscaping the right to subcontract portions of the work according to their needs, but such will not result in any decline of customer service or performance. Subcontractors will carry commercial general liability insurance and workers compensation coverage as required by state law and comply with all terms of this contract.

15. Warranties: Materials and workmanship warranties are as follows:

Sod/Seeding - are excluded from Hardman Lawn & Landscaping's warranty.

Brick Paving/Hardscape - All materials are guaranteed under the manufacturer's warranty, and workmanship is guaranteed 5 years from installation. Hardman Lawn & Landscaping's warranty does not include discoloration of concrete-based materials.

Plant Material - All materials are guaranteed for a one-time replacement warranty through October 31st of the planting year. It is the homeowners/client's sole responsibility to ensure adequate watering and maintenance of all planted material once installed.

-Pools - manufacture warranty (information can be requested)

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Notes Continued...

-Holiday Lighting/Permanent Lighting – limited to manufacture warranty of 90 days

*Further warranty explanation available upon request. Damage caused by animals or improper care is not covered under warranty. Warranty periods begin upon substantial completion of the project. Warranties are not valid until the project is paid for in full. Warranties are void if the project is not paid for within 30 days after substantial completion. (Payment may not be held by Client in lieu of Warranty.)

16. Promotional Use: Client grants Hardman Lawn & Landscaping the right to take pictures, videos, and make written accounts of this project for promotional and award submission purposes but will not disclose Client address. Client gives Hardman Lawn & Landscaping permission to take such pictures and videos via cell phones, drones, and professional cameras but will verify with Client the content of such to protect Client privacy.

17. Insurance: Hardman Lawn & Landscaping will carry commercial general liability, auto, and workers' compensation insurance, during all periods when work is performed on this project.

18. Notice of Damage: Client must notify Hardman Lawn & Landscaping at 402-669-2617 within 48 hours of service of any damage caused by Hardman Lawn & Landscaping employees while work was performed and allow access for verification and documentation. Hardman Lawn & Landscaping will address the problem within 5 business days unless circumstances require longer.

19. Satisfaction: If for any reason, Client is not 100% satisfied with services, please contact Tyler 402-669-2617 within 24 hours to resolve the issue. We pride ourselves on our work and want to meet or exceed our client expectations.

20. Acceptance of Proposal: Hardman Lawn & Landscaping hereby agrees to furnish materials and labor for the installation, application, and service according to the price set forth in the quote. By signing this document, the Client agrees that the above and attached specifications are satisfactory. Further, Client signifies that Hardman Lawn & Landscaping has the authority for the work to be performed at the property listed and authorizes that Hardman Lawn & Landscaping may begin installation, application, and service when the contract is specified to begin, and for which Client will pay the agreed-upon price.

* Non-taxable

Signature: _____ Date: _____

Memorandum

To: Mayor and City Council
From: Brandy Bolter
Date: 10-17-24
Re: Park Board Committee

At last month's meeting the council asked that the city attorney Mureen Freeman-Caddy draft a skeleton ordinance for the restructuring of the Park Board and their roles. As of right now Maureen is still working on drafting the skeleton ordinance, but has sent over an example of a code from Grant, NE that their Park Board uses.

FISCAL IMPACT: N/A

STAFF RECOMMENDATION: At this time the council needs to let Maureen know what they are wanting the ordinance to say for the Park Board and their role within the City.

EXAMPLE of Advisory Committee -

SECTION 2-401: MEMBERS; TERMS

A. The Parks and Recreation Advisory Committee shall consist of five members who shall be residents of the city, to be appointed by the mayor subject to the approval of the City Council. Such members may be removed by the mayor and a majority of the council.

B. The terms of the initial members of the committee shall be staggered, with two members appointed for one year; two members appointed for two years; and one member appointed for three years. The terms of no more than two members shall expire at any one time. Members shall hold office until their successors are appointed. Members of the committee shall serve without compensation. (Ord. No. 03-02, 4/8/03) (Am. Ord. No. 19-08-02, 9/10/19)

SECTION 2-402: DUTIES

A. The Parks and Recreation Advisory Committee will investigate, provide assistance, and make recommendations to the city superintendent regarding supplemental funding sources such as grants, loans and donations as related to parks and recreational programming.

B. The committee shall study, investigate, counsel, develop, update and administer a written plan annually for the upkeep, repair and replacement of city parks and the city swimming pool. The written plan shall contain advisement and suggestions regarding recreational programs for the city including but not limited to baseball, softball, soccer, golf and swimming.

C. The committee shall coordinate with the city superintendent to ensure this article and other city ordinances which pertain to parks and recreation are enforced.

D. The committee shall keep an updated inventory of park and recreation equipment.

E. The committee, when requested by the City Council, shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work. (Ord. No. 03-02, 4/8/03)

SECTION 2-403: OPERATION

The committee shall choose its own officers, make its own rules and regulations and keep a record of minutes of its proceedings. A majority of the members shall constitute a quorum for the transaction of conducting business. Meetings will be open to the public and notice of meetings shall be published pursuant to the Open Meetings Act. (Neb. Rev. Stat. §§84-1408, 84-1412) (Ord. No. 03-02, 4/8/03)

SECTION 2-404: PARKS; DUTIES OF CITY SUPERINTENDENT

All city parks shall be operated and maintained under the supervision of the city superintendent. He or she shall have supervision over all employees concerning the maintenance of the city parks and they shall perform their duties under his or her supervision. The city superintendent shall see to the enforcement of all ordinances relating to the city parks and shall enforce all other rules relating to their use.

SECTION 2-405: PARKS; AMUSEMENTS AND GAMES

No amusement or game for which a charge is made shall be conducted in any city park without the written consent of the city superintendent; and such amusements or games must be conducted in accordance with all ordinances pertaining thereto.

SECTION 2-406: parks; CARE OF PROPERTY; CONDUCT PROHIBITED

No person in a city park shall:

A. Willfully mark, deface, disfigure, injure, tamper with, displace or remove any building, bridge, table, bench, fireplace, railing, fence, paving or paving material, water line or other public utility or part thereof, sign or notice, placard, monument, stake, post or other boundary marker, or any other structure, equipment, facility or park property whatsoever, either real or personal.

B. Fail to cooperate in maintaining restrooms and washrooms in a neat and sanitary condition. No person over five years of age shall use any restroom or washroom designated for the opposite sex.

C. Throw, discharge or otherwise place or cause to be placed in the water of any fountain, pond, lake, stream or other body of water in or adjacent to any city park or any tributary, stream, storm sewer or drain going into said waters any substance, liquid or solid, which will or may result in the pollution of said waters.

D. Have brought in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other trash. No such refuse or trash shall be placed in any waters in or contiguous to any city park or left anywhere on the grounds thereof but shall be placed in the proper receptacles, where receptacles are provided; and where receptacles are not provided, all such refuse or trash shall be carried away by the person

responsible for its presence and properly disposed of elsewhere. No person shall commit any waste on or litter the municipal parks or other public grounds.

E. Maliciously or willfully cut down, injure, or destroy any tree, plant, or shrub. It shall be unlawful for any person to injure or destroy any sodded or planted area or injure or destroy any building, structure, equipment, fence, bench, table, or any other property of the city parks and recreational areas. (Neb. Rev. Stat. §§17-563, 28-523)

SECTION 2-407: PARKS; HOURS OF OPERATION

A. Minors under the age of 16 years are not allowed in the city parks from the hours of 11:00 p.m. to 5:00 a.m. The city parks shall be open to the public during such hours as the mayor and council shall from time to time set by resolution. It shall be unlawful for any person or persons, other than city personnel conducting city business, to occupy or be present in a city park during any hours in which the park is not open to the public. Any section or part of a city park may be declared closed to the public by the city superintendent at any time and for any interval of time, either temporarily or at regular or stated intervals.

B. The dates and hours for public swimming shall be as set by resolution of the mayor and council; provided, the city superintendent and/or pool manager may close the swimming pool during inclement weather, where unsanitary water conditions exist, or for special events.

SECTION 2-408: PARKS; GROUP EVENTS; PERMIT

Whenever any group, association or organization desires to use any city park facilities for any particular purpose, such as picnics, parties or theatrical or other entertainment performances, a representative of the group, association or organization shall first obtain a permit from the city superintendent for said purposes. The mayor and City Council may adopt an application form to be used by the city superintendent for such purposes. The city superintendent shall grant the application if it appears that the group, association or organization will not interfere with the general use of the park by individual members of the public and if the group, association or organization meets all other conditions contained in the application.

SECTION 2-409: PARKS; PICNICS

A. No person in a city park shall picnic or lunch in a place other than those designated for that purpose. Any city official or employee shall have the authority to regulate the activities in such areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. All persons shall comply with any direction given to achieve this end.

B. No person in a city park shall use any area or any of the buildings or structures therein for the purpose of holding picnics to the exclusion of other persons nor shall any person use such area or facilities for an unreasonable time if the facilities are crowded.

C. No person using a city park for picnicking or lunching shall leave a picnic area before any barbeque fire is completely extinguished and all refuse or trash has been placed in the proper receptacles, where receptacles are provided. Where receptacles are not provided, all such refuse or trash shall be carried away by the person responsible for its presence and properly disposed of elsewhere.