

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 15, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – DOG PARK FENCING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of dog park fencing from American Fence Company Omaha, NE in an amount not to exceed \$24,515.01.

**FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

The lot in the northwest corner of the MCC/La Vista Facility located at 9110 Giles Road has been identified as the site for La Vista's first dog park. The dog park will consist of two areas each approximately 90' X 180', one for large dogs and one for small dogs. Waste stations and benches will also be provided in the dog park. A site plan for the dog park has been included.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF DOG PARK FENCING FROM AMERICAN FENCE COMPANY, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$24,515.01.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of dog park fencing is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the purchase of temporary dog park fencing from American Fence Company, Omaha, Nebraska in an amount not to exceed \$10,579.57.

PASSED AND APPROVED THIS 15TH DAY OF JUNE 2021.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk



# AMERICAN FENCE COMPANY

7722 F Street  
Omaha, NE 68127  
(531)-329-4409  
Fax(402)896-0692

1922 Delaware  
Des Moines, IA 50317  
(515)265-6100  
Fax(515)265-6108

3301 N. 35TH Street  
Lincoln, NE 68504  
Phone: (402)467-2511  
Fax: (402)467-2512

2205 E. Hwy. 30  
Grand Island, NE 68802  
(308)395-0793  
Fax(308)395-3901

27083 Morton Court  
Sioux Falls, SD 57108  
(605)368-9929  
Fax(605)371-1771

Date: 5/13/2021	Phone:	Fax:	<b>Specification for Fencing</b>	
Customer Name: City of La Vista		Attn: Jason Allen		Overall Length
Billing Address: 9900 Portal Rd.				Overall Height
Location of Job: TBD				1,028 LF
City: Omaha	State: NE	Zip: 68128	Wire Gauge	Dia. Corner/End Post
Cell Phone: 402-331-8927	E-Mail: jallen@cityoflavista.org		9 ga	2-1/2"
Specifications: Permanent black vinyl chain link fence and gates for new dog park				

## Furnish and Install Materials

1,004 LF of 6' tall black vinyl chain link fence  
2 EA 6'W x 6'H Single Swing drive gates for lawn mowers  
4 EA 3'W x 6'H Single Swing walk gates for entry points  
Line/Corner post footings to be 10"x36" in size  
Gate post footings to be 12"x42" in size  
\*\*Based off revised drawings sent by owner\*\*

## Project Specific Notes

No permit, survey, staking or field verification included.  
No core drilling, rock drilling, sleeve(s) or blockage required or included.  
No temporary fence included.  
Grading, clearing and/or grubbing may be required but not provided by AFC  
No additional repairs included.  
No shop drawings, engineered drawings, delegated design or engineering included.  
All staking and private utility locates must be complete prior to AFC commencing Work.  
AFC to locate public utilities

"A purchase order initiates your project engineering process and holds your material pricing for 30 days. If American Fence Company does not receive approval to proceed with purchasing within this 30 day period, project pricing is

**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 Derek Hill at 402-676-5693 or Email d.hill@americafence.com with any questions.**

**NOTE: NOT RESPONSIBLE FOR SPRINKLERS SYSTEMS. ESTIMATE GOOD FOR 15 DAYS.**

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 AFC 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 Co. 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 to locate the fence within 18 inches of any buried utilities; the customer agrees to defend, hold harmless and indemnify 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 Co. to trespass on to their property and remove the fence at the company's discretion. Furthermore, the customer agrees to indemnify and hold harmless the 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 Co. Any time stated for installation is purely estimated. The customer agrees and accepts that AFC will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by customer. Any changes to the fence due to varying ground conditions are not the responsibility of American Fence Co. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by customer after acceptance of proposal. American Fence Co. 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 Co. to complete the work. The customer is financially responsible for cancellation fees and costs of special order materials in the event the customer elects to cancel the contract. TERMS: 60% Down. Balance due on date of completion. A service and handling charge of 5% per month-60% per annum will apply to delinquent accounts past 10 days.

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.**

We agree to provide the work in accordance with the information stated here in the amount of;

Authorized Signature:

Derek Hill

Customer/Contractor Signature:

**\$24,515.01** tax included.

Date: 5/13/2021

Date:

## EXHIBIT A

### Sarpy Center Dog Park Reference Map

