



CITY COUNCIL MEETING NOTICE
WEDNESDAY JUNE 2022, 4:30 P.M.
CONFERENCE CALL #513-386-0000 ACCESS CODE 399595#
AGENDA

- 1. ROLL CALL**
- 2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED**
- 3. BUSINESS ITEMS**
 - a) Resolution No. 22-053 Approving Change Order No. 2 for the Manatt's Street Repair Projects (FY 22 Capital Improvement Plan-CIP)
 - b) Motion to Approve Posting for Deputy City Clerk
 - c) Motion to Approve Agreement for Service with American Fence Company
- 4. ADJOURNMENT**

For more information on this and other agenda items, please call the City Clerk's Office at 515-597-2561 or visit the Clerk's Office, City Administration Building at 515 N. Main Ave. Council agendas are available to the public at the City Clerk's Office on Monday morning preceding Tuesday's council meeting. Citizens can also request to receive meeting notices and agendas by email by calling the Clerk's Office or sending their request via email.

RESOLUTION NO. 22-053

**APPROVING CHANGE ORDER NO. 2 FOR THE MANATT'S STREET REPAIR PROJECTS
(FY 22 CIP)**

WHEREAS, on October 12, 2021 by Resolution No. 21-092, City Council approved FY 2022 Capital Improvement Program (CIP) and;

WHEREAS, the Street Repairs-Mill and Overlay projects, including N. 4th, East 5th, Cypress, Cedar Lane and E 4th, with associated underground utility work, were approved as part of the FY 22 CIP and;

WHEREAS, original engineer's estimate for the project was \$739,495.00, with bids collected for the work ranging from \$861,200.50 to \$663,374.50 and;

WHEREAS, on October 26, 2021, by Resolution No. 21-096 City Council approved awarding the contract for the Street Repair Projects to Manatt's in the amount of \$663,374.50 and authorized Mayor to execute the contract; and

WHEREAS, underground utility work is now needed at the intersection of N 4th Ave and N 3rd Street to provide an additional 48 linear feet of ductile iron water piping to connect across N 4th Ave to existing water main while allowing for required water and sanitary sewer distance requirements.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:

Change order No. 2 in the amount of \$19,524.00 is hereby approved.

Roll Call	Aye	Nay	Absent
Rory Echer	___	___	___
David Kuhn	___	___	___
Nikolas Pilcher	___	___	___
Tracey Roberts	___	___	___
Kevin Thompson	___	___	___

PASSED, ADOPTED AND APPROVED this 31st day of May 2022.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-053** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 31st day of May 2022

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk



Change Order

DATE: 5/24/2022

CO # 2

FOR: 6" WATER MAIN &
ADDITIONAL
FITTINGS

Bill To: Attn: Scott Johnson
Manatts

DESCRIPTION	AMOUNT
<p>*ADDED BID ITEM TO PROVIDE DUCTILE IRON PIPING ACROSS N 4TH AVE DUE TO EXISTING MAIN SIZE & SANITARY SEWER LOCATION. ADDED 6"x6"x6" TEE AT N 4TH AVE AND W 3RD ST TO CONNECT EXISTING 6" & NEW FIRE HYDRANT. ADDED 8" 45 DEGREE BENDS IN W 3RD ST DUE TO SEPARATION REQUIREMENTS BETWEEN SANITARY & WATER MAIN. ADDED 6" 45 DEGREE BENDS IN N 4TH AVE DUE TO SEPARATION REQUIREMENTS BETWEEN SANITARY & WATER MAIN. ALL QUANTITIES BELOW ARE USED TO ESTABLISH UNIT PRICES. OTC SHALL BE PAID FOR QUANTITIES INSTALLED AND MEASURED ON SITE.</p> <p><u>1. INTERSECTION OF N 4TH AVE & N 3RD ST - 8" DIP WATER UNDER EXISTING SANITARY SEWER</u></p> <p>DEDUCT:</p> <p>N/A</p> <p>ADD:</p> <p>4.1 - WATER MAIN, FITTING, BEND, 45 DEGREE, 8": 4 EA @ \$1,676.00/EA</p>	6,704.00
<p><u>2. Intersection of N 4th Ave & N 3rd St - 6" WATER UNDER N 4TH AVE TO HYDRANT</u></p> <p>DEDUCT:</p> <p><i>NO DEDUCT. ORIGINAL ITEM FOR HYDRANT SHOULD HAVE INCLUDED 22 LF OF 6" PVC PIPING. NEW PLANS CALL FOR 70 LF OF 6" DUCTILE IRON PIPING. OTC BILL FOR 48 LF OF DUCTILE IRON PIPING. PER NEW PLANS, 6" WATER TO BE INSTALLED 18" UNDER SANITARY SEWER. OTC BILL FOR (4) 6" 45 DEGREE BENDS TO ROUTE UNDER SANITARY THEN COME BACK TO WATER MAIN DEPTH FOR CONNECTION TO EXISTING.</i></p> <p>ADD:</p> <p>2.2 - WATER MAIN, TRENCHED, CL52 DIP, 6": 48 LF @ \$66.00/LF</p> <p>4.2 - WATER MAIN, FITTING, BEND, 45 DEGREE, 6": 4 EA @ \$1,593.00/EA</p>	3,168.00 6,372.00

3. INTERSECTION OF N 4TH AVE & N 3RD ST - CONNECTION TO EXISTING MAIN

DEDUCT:

N/A

ADD:

3.1 - WATER MAIN, FITTING, TEE, 6"x6"x6": 1 EA @ \$3,280.00/EA

3,280.00

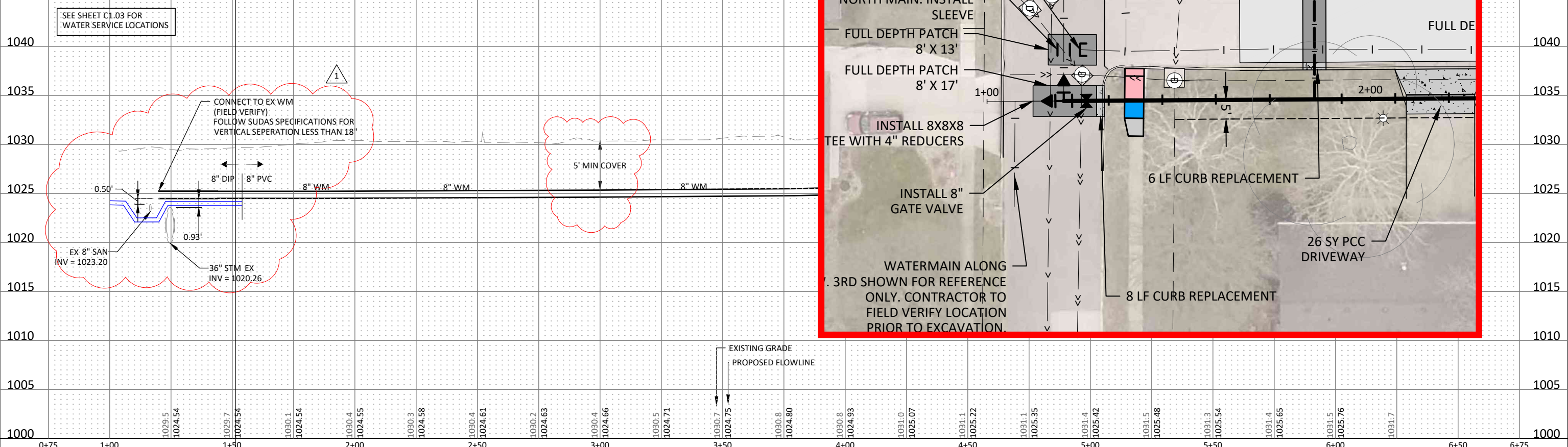
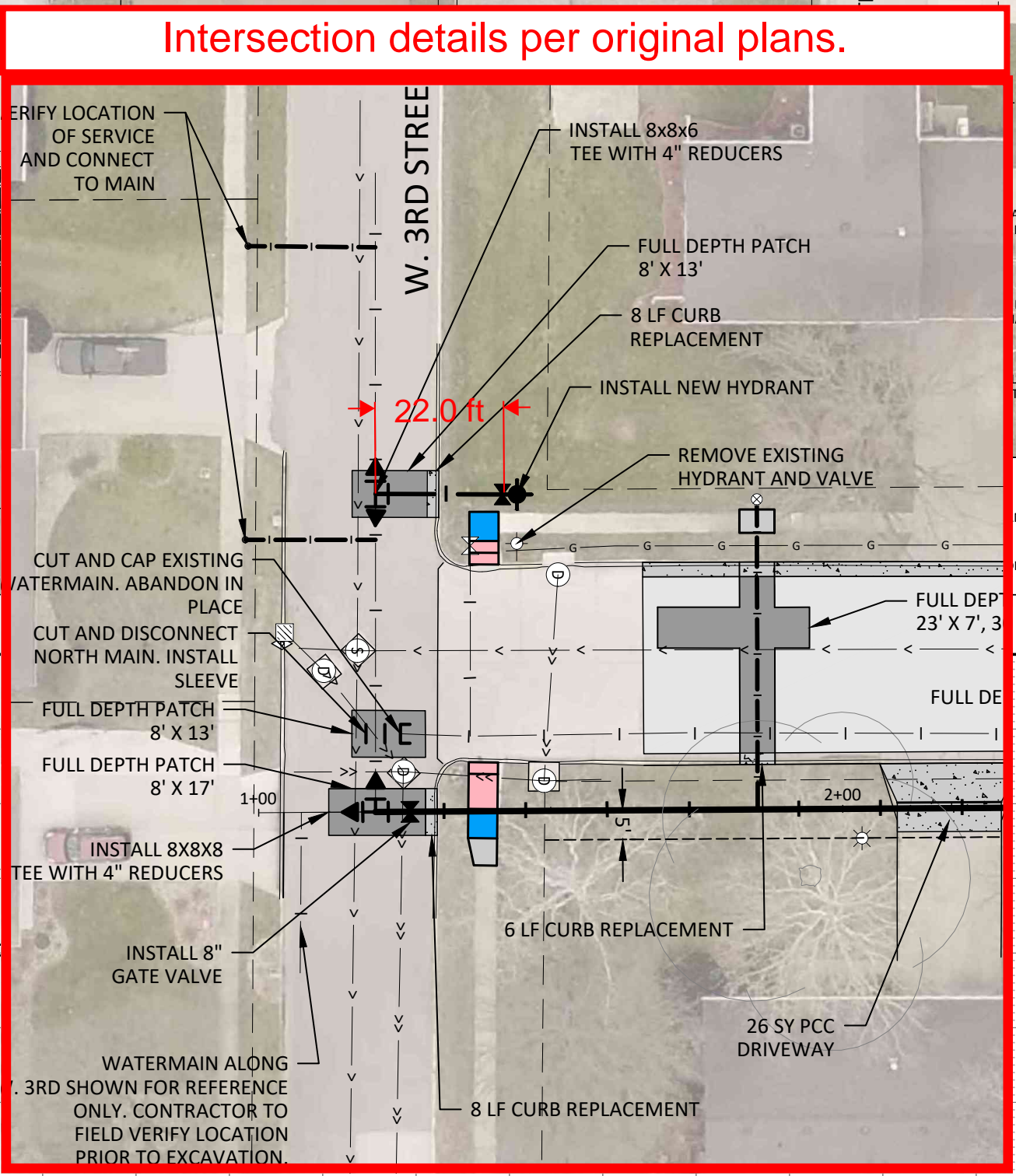
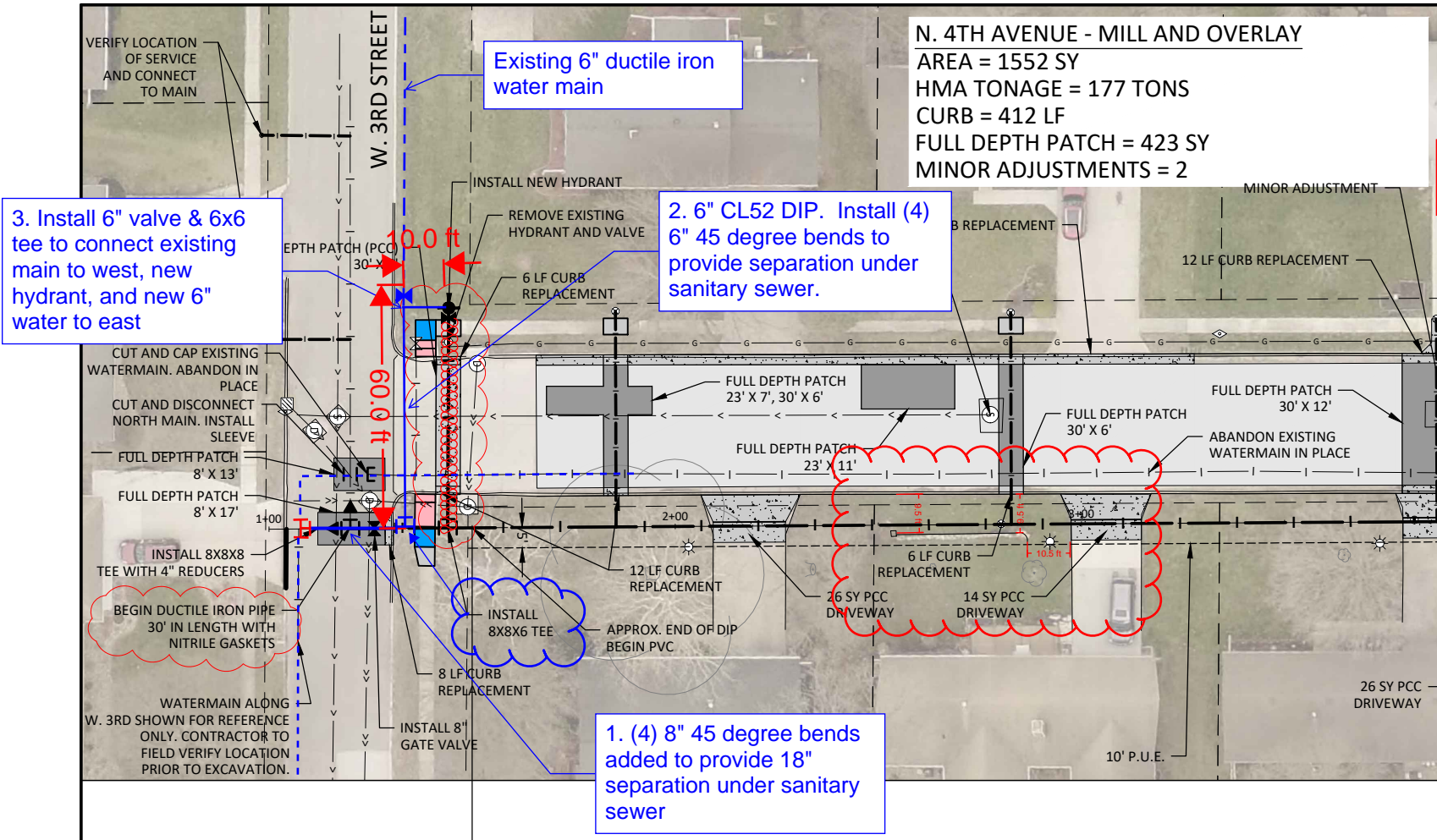
CITY OF HUXLEY WILL PROVIDE 6" GATE VALVE TO BE PLACED ON WEST SIDE OF TEE BY OTC

~~10% Mark-up~~

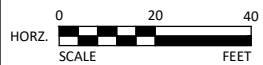
TOTAL

\$ 19,524.00

THANK YOU FOR YOUR BUSINESS!



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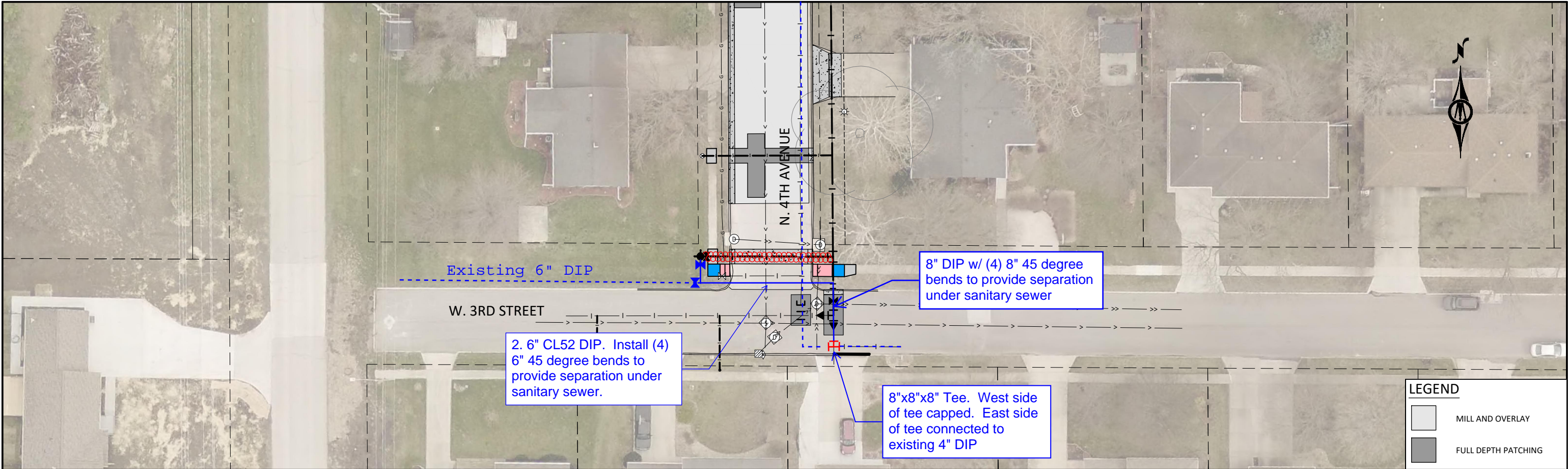


1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
TLB	1	ADDED UTILITY CROSSING INFORMATION	12/06/2021
TLB			
EDC			
CLIENT PROJ. NO.			
0A1.124377			

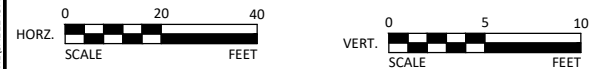
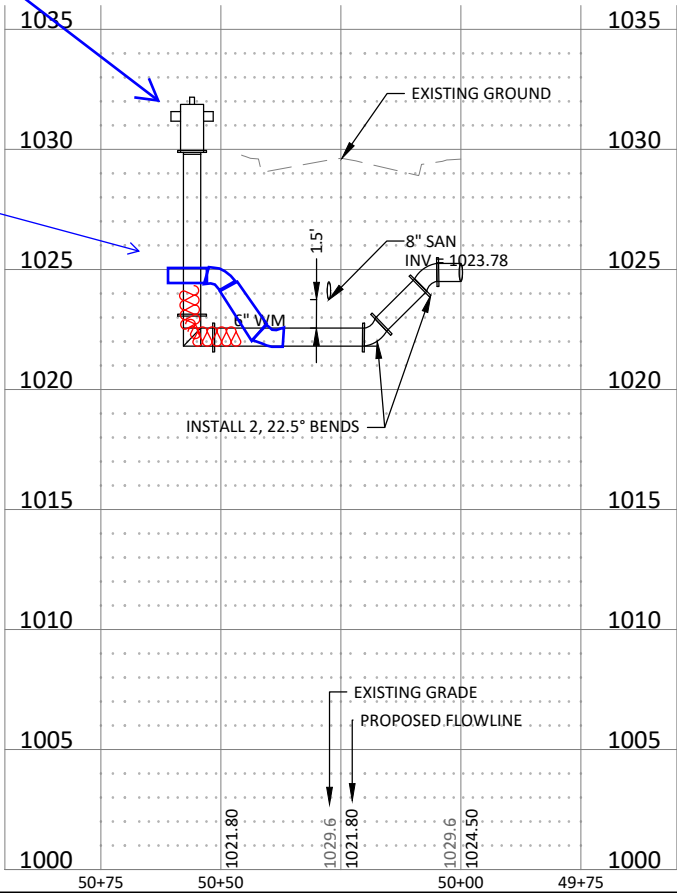
CITY OF HUXLEY
2021 STREET REPAIRS - H.M.A. REHABILITATION
HMA REHABILITATION - N. 4TH AVENUE

SHEET
D1.06



6 FT Bury Hydrant

2. Have to bring 6" water back up to normal depth to make connection to existing 6" on west side of N 4th St



1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
TLB	1	ADDED SHEET TO SHOW PROFILE VIEW	12/06/2021
DRAWN	TLB		
CHECKED	EDC		
CLIENT PROJ. NO.	0A1.124377		

CITY OF HUXLEY
2021 STREET REPAIRS - H.M.A. REHABILITATION
HMA REHABILITATION - N. 4TH AVENUE

SHEET
D1.07

JOB DESCRIPTION

DEPARTMENT: ADMINISTRATION

POSITION: *Deputy City Clerk*

NON-EXEMPT FULL-TIME HOURLY POSITION

SUMMARY OF DUTIES: Under the general direction of the City Clerk/Finance Officer. Performs administrative, operational, and financial functions that support the City Clerk/Finance Officer.

SUPERVISES: N/A

REPORTS TO: City Clerk/Finance Officer

PRINCIPAL DUTIES AND RESPONSIBILITIES:

1. Assists City Clerk/Finance Officer as needed with preparation of official notices, publications and council minutes.
2. Attends City Council meetings and assists in recording accurately and fully the way items are considered and acted upon by City Council.
3. Operates voting and camera equipment/technology for council meetings.
4. Assists City Clerk/Finance Officer as needed in proofreading all legal notices and ordinances adopted by City Council and the official City Council minutes in preparation of publication.
5. Maintains records relating to adopted ordinances, approved resolutions, recorded deeds and easements, and various agreement and contracts as specified in Records Retention Policy.
6. Authenticates and obtains signatures on approved documents and distributes documents to the appropriate parties following execution.
7. Assists with the administration of the Tax Increment Finance development agreements and follows the criteria in each agreement to fulfill city's obligations. (*Twice yearly as payments are due*)
8. Updates and maintains the City's Code of Ordinances Book. Works with Iowa Codification to update regulations in accordance with State guidelines.
9. Assist with management of city website, consisting of posting necessary updates and providing information to other city social media sites.
10. Files monthly City sales tax reports.
11. Assist City Clerk/Finance Officer and City Administrator in preparing preliminary annual operating budget
12. Maintains financial software through vendor updates and understand the workings of the software. Resolve IT issues internally or with vendor assistance, regularly verifying successful data backups.
13. Assists City Clerk/Finance Officer as needed in acceptance of nomination petitions from candidates for City offices, and coordination with County in municipal elections.
14. Receives bids for municipal construction contracts and may assist City Clerk/Finance Officer with bid openings.
15. Files reports with County and State as directed. Makes all state and federal payments according to deadlines.
16. *Calculate and prepare City payroll, including fulfilling reporting requirements.*
17. *Prepare and submit monthly IPERS report.*
18. *Prepare and submit quarterly payroll reports (State Withholding, Federal Withholding, Unemployment Insurance).*
19. *Prepare end of year required documents (W2's, 1099's, Publication of Wages)*
20. *Process employee monthly sick and vacation accrual.*

21. Provides support to City Clerk/Finance Officer and serves as back up for all City Clerk/Finance Officer functions in his/her absence.
22. Addresses citizen inquiries, comments, or complaints, and communicates with citizens and other employees personally, over telephone, or in writing.
23. Serves as Notary Public.
24. Attends workshops and seminars as approved to further develop knowledge, skills, and abilities to maintain, enhance, or achieve certification in various areas of expertise.
25. Performs other duties and responsibilities as assigned.

ENTRY REQUIREMENTS:

1. Associates degree in related field required, bachelor's degree preferred.
2. Minimum 2 years in municipal government administrative office preferred.
3. Preferred experience with financial and records management software.
4. Ability to establish and maintain effective working relationships with co-workers.
5. Ability to perform detailed work and maintain accuracy while handling unplanned interruptions of the workday.
6. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers, employees, City Council, etc.
7. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
8. Valid Iowa driver's license.
9. Must be bondable.

REQUIRED SPECIAL QUALIFICATIONS:

10. Strong analytical and problem-solving skills
11. Exceptional verbal and written communication skills
12. Disciplined time management skills with a proven ability to meet deadlines
13. Hyper-focused organizational skills and attention to detail
14. Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases
15. Proficient with accounting software and standard office and accounting equipment
16. Proficient with Microsoft Office Suite or related software

EQUIPMENT AND TOOLS USED:

Computer equipment, printers, fax machine, telephones, calculators, and copy machine.
This list is a representation of the type of tools and equipment used.

OTHER REMARKS:

1. The employee must occasionally lift and/or move up to 25 pounds.
2. Notary designation within 6 months of employment
3. Must have completed Municipal Clerk training within 4 years of employment

Residency Requirements: It is desirable that the employee reside within a 30-minute drive from City Hall.

Salary Range: \$51,305-\$62,080

The City of Huxley is an equal opportunity employer.

The job duties described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The City of Huxley grants veteran's preference on positions with a minimum of an initial interview for all veterans who claim and are eligible for preference.

AMERICAN FENCE COMPANY

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

PHONE:

SALESMAN
PHONE

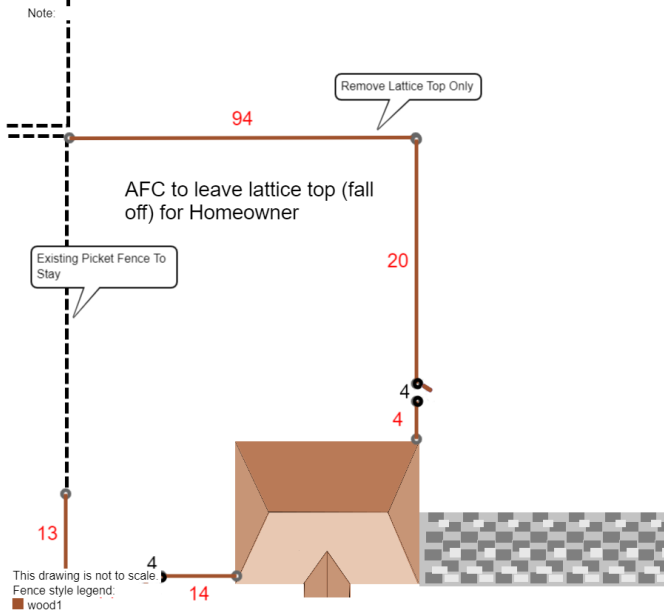
Nathan Andersen
515-608-0010

DATE 5/20/2022 PHONE: 515-988-21174
CUSTOMER Ihle Residence - Rita Conner City of Huxley
PROJECT LOCATION: 306 Oak Blvd.
CITY Huxley STATE IA
BILLING ADDRESS: _____
CITY _____ STATE _____
EMAIL RCONNER@HUXLEYIOWA.ORG

CELL _____
WORK _____

ZIP 50124
AFC JOB# _____
ZIP _____

PDES22-1157-A		
STYLE DRAWING	HEIGHT	LENGTH
PROJECT TOTAL		



GATE INFORMATION		
N/A	<input type="checkbox"/> SS	<input type="checkbox"/> DD
	<input type="checkbox"/> SS	<input type="checkbox"/> DD
	<input type="checkbox"/> SS	<input type="checkbox"/> DD
	<input type="checkbox"/> SS	<input type="checkbox"/> DD

Fence Price \$2,954.33

OPTIONAL ITEMS BELOW ARE NOT INCLUDED IN FENCE PRICE

SURVEY	\$550.00
SPRINKLER INS.	\$200.00
DIRT HAUL	\$0.00
OPTIONAL ITEMS SUB TOTAL	\$750.00

OFFICE USE ONLY

DATE
TYPE
AMOUNT

DESCRIPTION OF EVERETT IHLE PROJECT

QUOTE IS GOOD FOR 14 DAYS

AFC to remove the lattice top off approximately 170' of 8' tall privacy fence. Fall off to be left in a stack for the homeowner to save or dispose of as they please.
AFC to require having law enforcement on site while the work takes place due to the court order in place
AFC will work with the city of Huxley on lead time to ensure the job can be done in a timely manner
No locates required

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.**

AFC REPRESENTATIVE:

DATE
5/20/2022

CUSTOMER SIGNATURE:

DATE
5/20/2022

Please provide Billing Email Address:

Important Items to Consider

Property Line Security

Do you really know where your property begins and ends? Removing and installing your fence will be costly, even if one post is misplaced. Without a current legal survey, we will only be able to stake your fence in accordance with your best guess as to where your property lines are located. Please choose from the following options:

☐ Please provide me with a legal survey, if available, for an additional cost (consult estimator). I am unsure as to the exact location of my property pins. A more accurate installation will be assured by obtaining a legal survey. Survey costs vary by location and size of property. Actual footage of proposed project may vary after completion of survey.

*Please note that a survey will add to lead time on fence installation. For an estimate, please contact your project manager.

☐ I am declining the legal survey. American Fence Company has advised me on the importance of obtaining a legal survey to determine the exact boundaries of my property. I hereby assume any and all liabilities resulting from the construction of a fence not in conformity with my legal property boundaries. Furthermore, if it is necessary for me to obtain a legal survey at a later date, my project will be delayed.

Sprinkler System Protection

Nobody wants to bear the cost and burden of repairing their sprinkler lines and heads after having just purchased a new fence. American Fence Company offers protection to repair damage to your lines and heads. Provide yourself peace of mind by insuring your sprinkler system from damage incurred while installing your fence.

☐ I am requesting sprinkler protection for repairing lines and heads. In purchasing sprinkler insurance, please contact AFC if your sprinklers are damaged. We will arrange for the repair work. Do not employ your own contractor and/or submit invoice for reimbursement. Insurance does not provide for relocating lines, heads, or controls. Claims must be made within 6 months of fence installation.

☐ I understand and agree that American Fence Company is not responsible for any damage to any component of my sprinkler system. Furthermore, I understand that I have the option of purchasing sprinkler insurance and will take full responsibility for any repairs.

Soil Disposal

Digging post footings results in a substantial amount of soil excavated from the holes. The average residential yard will produce enough soil to fill six full-size wheelbarrows. Dirt removal or relocation will require additional costs.

☐ We will leave the soil removed from each hole next to the hole that was dug, allowing you the opportunity to easily scoop and relocate all of the dirt at your convenience.

☐ AFC will spread the excavated dirt between the post holes. This may eventually have to be removed or raked further to prevent damage to existing sod.

☐ AFC will remove your soil and dispose of it properly for a cost of \$10/hole (total of **\$0.00**). Leaving only a small amount of dirt to be washed away in the rain, we will haul the dirt from your property and dispose.

☐ AFC will pick up the dirt from around the post holes and place the dirt on a designated area in the back yard: tarp, flower bed, garden, patio, etc. This can be completed for \$5/hole (total of **\$0.00**). A small amount of dirt will be present around the holes and wash away in the rain.

Please note where to place the dirt within the existing lot:

Utility Waiver of Responsibility

As part of your fence installation, we will contact the One Call Service (811) to locate the public utilities on your property. The law clearly states that we cannot dig within 18" of any utility markings. We suggest locating your fence clear of any buried utilities.

However, if you demand that your fence be located within 18" of the utility markings as stated above, we must enact this waiver that relinquishes American Fence Company, Inc. of any legal, personal, and general liability associated with damaging these utilities, and transfers the liability to the homeowner. At an additional expense, we will hand dig within these areas. Please understand that hand digging does not guarantee that the utilities will not be damaged. Hand dig charges will be produced on a change order when your yard is staked prior to post installation at a rate of \$25/hole. If you do not wish to pay the additional charge for hand digs, you will need to relocate your fence line outside of the 18" buffer zone.

Questionnaire Form

Thank you for selecting American Fence Company. Let's get ready to build your fence! With fifty years in business, we know the right questions to ask up-front to help you. If you don't understand, please contact your sales representative for more information.

1. American Fence Co. will locate all public utilities via the One Call System. It is your responsibility to locate your private utilities (gas grill lines, satellite cable, etc.). AFC is not responsible for damage to or harm caused by damaging private utilities.
2. State law says not to dig within 18" of buried cables. We can hand dig near these lines at an additional expense if you accept all legal and financial responsibility for any damages. If you want us to hand dig, there is an additional charge of \$25/hole.
3. While endeavor to do everything we can to avoid hitting utilities, lines may get damaged, impacting your home's security, monitors, refrigeration, and your family's safety. We require a work phone number (land line) and place of work to contact you in case of an emergency, or spouse, partner, next of in the event of any emergency:

Place of work/Name of emergency contact: Phone:

For safety and liability reasons, this MUST be provided prior to scheduling installation. Inquire with salesman if concerned.

4. We recommend a legal survey to avoid additional costs of moving an improperly placed fence. If you elect NOT to get a survey, you accept responsibility for the location of your new fence. We stake your fence before installation. You must review the proposed installation. If you do not contact us within 24 hours, we will conclude that you accept the fence location as it is staked.
5. Please select how your want your fence installed:
☐ Install the fence tight to ground, so that the fence top reflects the bumps and dips in my yard. This may still allow for gaps under the fence up to around 2", depending on grade changes of your yard.
☐ Install the fence so that it has a nice flow. This may require gaps up to 4" or more depending on grade changes. No exceptions.
6. Shut sprinklers off at least 24 hours before installation. Failure to do so will result in a trip charge.
7. You must have a 3' wide path cleared of trees, bushes, trailers, old fences, etc. along the fence line. Eighteen inches is needed between an existing fence and any new fence. Failure to do so will result in a trip charge.
8. You are responsible for notifying neighbors of your fence installation or removal. You are responsible for containing pets and children during installation. Temporary fencing is available at an additional expense. Failure to do so will result in a trip charge.
9. Each subdivision has its own covenants. It is your responsibility to assure that the fence selected is acceptable according to the covenants. If the new fence is to be tied to an existing neighbor's fence, you must obtain written permission from the neighbor.
10. American Fence Company requires permission to use the outside electrical and water. Homeowner agrees to hold American Fence harmless for any damages that may arise.
11. **Please review your contract and checklist.** The contract must be signed and dated with a deposit before installation can begin. If homeowner wishes to cancel the contract, there is a \$200 cancellation fee, plus the cost of any special order materials.
12. Every fence will have at least one company sign.
13. Your estimate includes one trip to set posts and one trip to build the fence. If you intend on having us leave a section of fence out to be installed later, you agree to be charged \$200/trip. If you have us stop work for any reason, there will be a charge of \$/hour. If you request that we pull off of the project and return at a later date, there will be an additional charge of \$/trip.
14. It is not necessary for you to be home when we build your fence. If you take time off work to be home and we have to change the installation date, American Fence Co. will not be liable for any lost wages or costs you may accrue as a result of this scheduling change. Our schedule can change daily, as crews run into issues on a job, or weather may cause delays to the schedule. We do not provide a final walk-through when fence is completed; our foreman is responsible to make sure the fence meets AFC standards.
15. Your yard's soil conditions are unpredictable. We can't assure that you have proper compaction to support the post fittings. In the event that posts and footings begin to move as your soil settles, AFC is not responsible and will not warranty the installation.
16. All sales include a one-year workmanship warranty. This does not include periodic gate adjustments. By signing below, you are indicating that you have reviewed American Fence Company's limited workmanship and material warranty.
17. We are not responsible for damage to new sod. You are responsible for allowing 3-4 weeks for installing fence on new sod.
18. Your project was estimated based on what we can 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.

6 Easy Steps to Complete Your Fence Purchase

Thank you for choosing American Fence Company! Complete these six simple steps to start the installation process:

1. Review your proposal. If correct, sign and date. If changes are needed, contact your estimator.
2. Review your fence style drawing. If this is the fence you want, sign and date. No style drawings required for chain link.
3. Read and sign the 18-item Questionnaire Form, making sure to fill out items #3 and #5. Questions, please contact your estimator.
4. Read, fill out, and sign the "Important Items to Consider" form. Questions, please contact your estimator.
5. Include a check for your down payment of 60% of the total purchase price, or call us to process your Visa or MasterCard. A 3% surcharge will apply for all debit/credit card payments.
6. Mail your paperwork to your local American Fence installation branch. You may also fax or email to your estimator.

Your Fence Installation Process

Once we have received all of the items listed above, your fence installation process begins.

1. Your project is placed on our roster based on date of receipt. It is given an identifying project number, and we begin tracking.
2. If you requested a survey, please be assured that the survey is ordered. Survey field work may take up to three weeks. Once we receive confirmation that field work is complete, we will continue your project installation process.
3. Public utility locates will be called. As time frames vary, utilities may be located more than once.
4. Once items 1-3 are complete, our residential superintendent will be out to stake your yard. This staking will show you exactly where your fence will be installed. This is a critical step in the process. If there are any discrepancies or concerns, you must get in touch with us within 24 hours to address the specifics. If hand digs are required due to conflicting utilities, a change order (if applicable) will be generated. Please sign and forward to our office to prevent any delays. Your installation cannot progress without return of any signed change orders.
5. Once posts are set, we generate an as-built and material list for the fence to be built. Materials are procured, fabricated, and packaged. Allow at least one to two weeks for wood and chain link, and at least two to three weeks for ornamental steel or vinyl for custom fabrication.
6. Our installation crew will return to build your fence and hang your gates.
7. Scheduling updates will be received from DO-NOT-REPLY@AMERICAFENCE.COM or your project manager.

Terms and Conditions

Included are charges for one trip to set posts and one trip to build. Additional trips billed accordingly. Survey is not required, but recommended. All footage is estimated; final bill will reflect final installed footage. Down payment required of 60%. Your job will not progress to scheduling until all paperwork and deposit have been received. Proposals valid for 15 business days.

Customer assumes full responsibility for location of property pins, staking of fence location, and any inaccurately placed pins or stakes. Customer understands that American Fence Company/AmeriFence Corporation has staked the fence based on the proposal and/or in consideration of existing utilities that may not reflect the actual location of customer's property. Customer agrees to defend, hold harmless, and indemnify American Fence Company/AmeriFence Corporation against all claims, liabilities, and expenses for trespass and other damage or loss arising from the location of said fence.

Customer assumes full responsibility for damage to any marked and unmarked underground utility, telephone, TV, cable, or sprinkler systems. If the customer requests, agrees, or allows American Fence Company/AmeriFence Corporation to locate the fence within 18 inches of any buried utilities, the customer agrees to defend, hold harmless, and indemnify American Fence Company/AmeriFence Corporation against all claims, liabilities, and expenses as a result of damage to these utilities and property.

If the contract price is not paid when due, the customer now agrees to allow American Fence Company/AmeriFence Corporation to trespass on their property and remove the fence at the company's discretion. Customer agrees to indemnify and hold harmless American Fence Company/AmeriFence Corporation for damage done to the property as a result of removal of the fence.

All modifications to the original proposal shall be in writing and 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/AmeriFence Corporation. Any time stated for installation is purely estimation. 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.

Changes to the fence due to varying ground conditions are not the responsibility of American Fence Company/ AmeriFence Corporation. Customer agrees to carry fire, tornado, and other necessary insurance. This proposal cannot be withdrawn by the customer after acceptance of proposal. American Fence Company/AmeriFence Corporation 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/AmeriFence Corporation to complete the work. Unless stated, the fence does not include a warranty. Customer is financially responsible for cancellation fees and costs of special order materials if the customer elects to cancel the contract.

TERMS: 60% down. Balance due on date of completion. Service and handling charge of 1.5% per month, 18% per annum, applies to delinquent accounts not paid within 5 days of completion. There is a 3% surcharge on all credit card payments.

Limited Warranty Statement

American Fence Company warrants its fence, railings, and specialty products for one year, subject to the conditions and limitations listed herein, to be free of defective materials when subject to normal and proper use.

American Fence Company, Inc. shall not be liable for, and this warranty does not apply to, any failure, defect, or damage resulting from and/or connected with the following:

1. Any further maturation and natural drying of wood products that result in splitting, bowing, warping, or cracking of materials. This is a natural process that cannot be predicted nor prevented, and thus cannot be warranted.
2. Any alteration, adjustments, or settling of materials as a result of freeze/thaw cycle, further settling of soil, and varied precipitation that may cause ground swell. This includes gates, gate posts, and associated alignments. This is a natural process that cannot be predicted nor prevented, and thus cannot be warranted.
3. Any failure of installation as a result of an "act of God" that will include high winds (50 mph or greater), tornadoes, hail, fire, and violent storms.
4. Any gate adjustments due to normal and/or abnormal use. This is to be considered a maintenance item that may be corrected by the homeowner.
5. Any natural adjustment of color of materials to be considered anticipated and expected. All materials will undergo a degree of adjustment of color as a result of direct exposure to sunlight and weather conditions.
6. Any corrosion, scaling, or residue left as a result of above average continued exposure to precipitation. Some water used in irrigating your yard will have a higher concentration of iron or calcium that will leave a residue.

Many of American Fence Company manufacturers offer a material-only warranty beyond this one year warranty. If interested in qualifying for this extended warranty, please contact American Fence Company for further manufacturer warranty product registration. Any manufacturer warranties do not include labor and incidentals necessary to repair or replace the product.

All claims under this warranty must be reported in writing with proof of purchase to American Fence Company within thirty (30) days of the date that the defect is first discovered or reasonably could be discovered. A reasonable time should be allowed for inspection purposes. American Fence Company will be the sole judge of whether or not the fencing is defective and whether the defect is to be considered under warranty. If American Fence Company agrees that the defect is to be covered under this warranty, it reserves the right to remedy the situation as it sees fit. No incidental or consequential damages will be paid. Any statement, remark, or agreement of any agent of American Fence Company not in accordance with the terms and conditions stated herein will not be supported and recognized by American Fence Company. By accepting our product, you in turn understand and agree with the terms and conditions stated herein.

Below is the final cost of your fence based on the optional items you have selected

Fence Price

\$2,954.33

Optional Items

Your Total

\$2,954.33

Minimum Down Payment

Cash/Check: **\$1,772.60**

Credit Card: **\$1,825.78**

Invoice will only be emailed to you via the email provided under "Homeowner Invoicing Email" below.

Please sign below indicating you understand and agree with the items stated herein. Thank you for choosing American Fence Company!

Homeowner Contact Email:

Homeowner Billing Email:

Date: 5/20/2022

Homeowner: