

CITY COUNCIL PROCEEDINGS

October 12, 2022

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the meeting room of the City Office at 490 "E" Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on October 6th, 2022, and an affidavit of the publisher is on file in the office of the City Clerk. The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Mayor Alan Zavodny, Council President Tom Kobus, Council members Jessica Miller, Kevin Woita, Pat Meysenburg, Bruce Meysenburg, City Attorney David Levy, Interim City Administrator/City Clerk Tami Comte, and Deputy Clerk Lori Matchett. Council member John Vandenberg was absent.

Also present for the meeting were: Electric Dept. Supervisor Patrick Hoelt, Water Operator In Charge Dan Sobota, Bryon & Mary Forney, Gretchen McGill, Nick Sypal, Special Projects Coordinator Dana Trowbridge, Banner-Press Correspondent Hannah Schrodt and Sheriff Tom Dion.

The meeting opened with the Pledge of Allegiance.

Mayor Alan Zavodny informed the public of the "Open Meetings Act" posted on the west wall of the meeting room and asked those present to please silence their cell phones. He also reminded the public that if they speak tonight in front of the Council that they must state their name and address for the record.

Council member Pat Meysenburg made a motion to approve the minutes of the September 28, 2022 City Council meetings as presented. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Bruce Meysenburg made a motion to recess the City Council meeting at 7:02 p.m. to convene as the CDA. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Mayor Zavodny declared the recessed City Council meeting back in session at 7:10 p.m.

Council member Tom Kobus made a motion to approve the claims as presented. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

Council member Jessica Miller made a motion to approve the committee and officer reports as presented. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

Council member Pat Meysenburg made a motion to approve the Certificate of Payment #4 in the amount of \$79,720.20 for M.E. Collins for the Municipal Paving Improvements. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

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CERTIFICATE OF PAYMENT: 4



Date of Issuance: October 4, 2022

Project: Municipal Paving Improvements, David City, Nebraska - 2022

Project No.: 021-07066

Contractor: M.E. Collins Contracting Co., Inc.

DETAILED ESTIMATE

| Description | Unit Price | Extension |
|--|------------|--------------------|
| See Attached. | | |
| PLEASE REMIT PAYMENT TO: M.E. Collins Contracting Co., Inc. | | |
| Value of Work Completed This Request: | | <u>\$88,578.00</u> |

| | |
|-------------------------|-----------------------|
| Original Contract Cost: | <u>\$1,848,434.00</u> |
| Approved Change Orders: | |
| No. 1 | <u>\$0.00</u> |
| No. 2 | <u>\$47,250.00</u> |
| No. 3 | <u>\$0.00</u> |
| Total Contract Cost: | <u>\$1,895,684.00</u> |

| | |
|--|---------------------|
| Value of completed work and materials stored to date | <u>\$439,547.80</u> |
| Less retainage percentage 10% | <u>\$43,954.78</u> |
| Net amount due including this estimate | <u>\$395,593.02</u> |
| Less: Estimates previously approved: | |

| | | | | | |
|-------|---------------------|-------|---------------------|-------|---------------|
| No. 1 | <u>\$9,064.80</u> | No. 3 | <u>\$116,932.09</u> | No. 5 | <u>\$0.00</u> |
| No. 2 | <u>\$189,875.93</u> | No. 4 | <u>\$0.00</u> | No. 6 | <u>\$0.00</u> |

Total Previous Estimates: \$315,872.82

NET AMOUNT DUE THIS ESTIMATE: \$79,720.20

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: City of David City - Owner
 M.E. Collins Contracting Co., Inc.
 Project File

OLSSON

By: 



Pay App. 4 Project: Municipal Paving Improvements, David City, Nebraska - 2022 Project #: 021-07066
 Contractor: M.E. Collins Contracting Co., Inc. Date: 10/4/2022

| ITEM NO. | DESCRIPTION OF WORK | Pay Unit | Total Est. Qty | Unit Price | SCHEDULED VALUE (D * E) | WORK COMPLETED | | | | MATERIALS PRESENTLY STORED (NOT IN HGR.) | TOTAL QUANTITY TO DATE (G+I) | TOTAL COMPLETED AND STORED TO DATE (H+J+K) | % (M/F) | BALANCE TO FINISH (F-M) | RETAINAGE |
|---------------------|---|----------|----------------|-------------|-------------------------|-----------------------------|-------------------------------|-----------------|------------------------|--|------------------------------|--|---------|-------------------------|--------------------|
| | | | | | | Qty from previous pay appl. | Total From previous pay appl. | Qty this Period | Total from this Period | | | | | | |
| Base Bid | | | | | | | | | | | | | | | |
| 1 | Mobilization/Demobilization | L.S. | 1 | \$92,857.00 | \$92,857.00 | 0.50 | \$46,428.50 | 0.00 | \$0.00 | | 0.50 | \$46,428.50 | 50% | \$46,428.50 | \$4,042.85 |
| 2 | Build 6" Concrete Pavement w/integral Curb | S.Y. | 12188 | \$73.00 | \$868,118.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$868,118.00 | \$0.00 |
| 3 | Build 6" Concrete Driveway | S.Y. | 801 | \$71.00 | \$56,871.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$56,871.00 | \$0.00 |
| 4 | Build 4" Concrete Sidewalk | S.Y. | 1370 | \$57.00 | \$78,090.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$78,090.00 | \$0.00 |
| 5 | Build Concrete Outfall | S.Y. | 104 | \$67.00 | \$6,968.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$6,968.00 | \$0.00 |
| 6 | Detectable Warning Panel | S.F. | 180 | \$51.00 | \$9,180.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$9,180.00 | \$0.00 |
| 7 | Build 3" Crushed Rock Driveway | TONS | 34.4 | \$61.00 | \$2,099.40 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$2,099.40 | \$0.00 |
| 8 | Build Area Inlet | EA. | 8 | \$3,939.00 | \$31,464.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$31,464.00 | \$0.00 |
| 9 | Build Curb Inlet | EA. | 8 | \$5,892.00 | \$47,136.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$47,136.00 | \$0.00 |
| 10 | Build Storm Sewer Manhole | EA. | 11 | \$6,639.00 | \$73,029.00 | 4.00 | \$26,556.00 | 1.00 | \$6,639.00 | | 5.00 | \$33,195.00 | 45% | \$39,834.00 | \$3,319.50 |
| 11 | Build Concrete Collar | EA. | 1 | \$3,976.00 | \$3,976.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$3,976.00 | \$0.00 |
| 12 | Build 18" flared end section | EA. | 2 | \$1,234.00 | \$2,468.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$2,468.00 | \$0.00 |
| 13 | Build 24" round equivalent flared end section | EA. | 13 | \$1,423.00 | \$18,499.00 | 6.00 | \$8,538.00 | 2.00 | \$11,384.00 | | 14.00 | \$19,922.00 | 108% | (\$1,423.00) | \$1,992.20 |
| 14 | Build storm sewer tap | EA. | 1 | \$4,104.00 | \$4,104.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$4,104.00 | \$0.00 |
| 15 | Install 15" storm sewer pipe | L.F. | 459 | \$64.00 | \$29,376.00 | 0.00 | \$0.00 | 305.00 | \$19,520.00 | | 305.00 | \$19,520.00 | 66% | \$9,856.00 | \$1,952.00 |
| 16 | Install 18" storm sewer pipe | L.F. | 2293 | \$67.00 | \$153,631.00 | 379.00 | \$25,393.00 | 427.00 | \$28,609.00 | | 806.00 | \$54,002.00 | 35% | \$99,629.00 | \$5,400.20 |
| 17 | Install 24" round equivalent storm sewer pipe | L.F. | 190 | \$133.00 | \$25,270.00 | 90.00 | \$11,970.00 | 116.00 | \$15,428.00 | | 206.00 | \$27,398.00 | 108% | (\$2,128.00) | \$2,739.80 |
| 18 | Build fire hydrant assembly | EA. | 2 | \$7,769.00 | \$15,538.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$15,538.00 | \$0.00 |
| 19 | Reconstruct 1" water services | EA. | 1 | \$285.00 | \$285.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$285.00 | \$0.00 |
| 20 | 12" water main lowering | EA. | 1 | \$7,692.00 | \$7,692.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$7,692.00 | \$0.00 |
| 21 | 4" water main lowering | EA. | 1 | \$3,479.00 | \$3,479.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$3,479.00 | \$0.00 |
| 22 | Adjust fire hydrant to grade | EA. | 2 | \$1,222.00 | \$2,444.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$2,444.00 | \$0.00 |
| 23 | Adjust valve to grade | EA. | 7 | \$432.00 | \$3,024.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$3,024.00 | \$0.00 |
| 24 | Adjust curb stop to grade | EA. | 5 | \$484.00 | \$2,420.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$2,420.00 | \$0.00 |
| 25 | Adjust manhole to grade - type 1 | EA. | 5 | \$315.00 | \$1,575.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$1,575.00 | \$0.00 |
| 26 | Adjust manhole to grade - type 2 | EA. | 2 | \$420.00 | \$840.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$840.00 | \$0.00 |
| 27 | Remove pavement | S.Y. | 7663 | \$11.00 | \$84,293.00 | 6,618.00 | \$72,798.00 | 0.00 | \$0.00 | | 6,618.00 | \$72,798.00 | 86% | \$11,495.00 | \$7,279.80 |
| 28 | Remove driveway | S.Y. | 664 | \$21.00 | \$13,944.00 | 500.00 | \$10,500.00 | 0.00 | \$0.00 | | 500.00 | \$10,500.00 | 75% | \$3,444.00 | \$1,050.00 |
| 29 | Remove sidewalk | S.Y. | 70 | \$21.00 | \$1,470.00 | 20.00 | \$420.00 | 0.00 | \$0.00 | | 20.00 | \$420.00 | 29% | \$1,050.00 | \$42.00 |
| 30 | Remove storm sewer pipe | L.F. | 1155 | \$12.00 | \$13,860.00 | 650.00 | \$10,200.00 | 128.00 | \$1,536.00 | | 778.00 | \$11,736.00 | 85% | \$2,124.00 | \$1,173.60 |
| 31 | Remove flared end section | EA. | 2 | \$308.00 | \$616.00 | 2.00 | \$616.00 | 0.00 | \$0.00 | | 2.00 | \$616.00 | 100% | \$0.00 | \$61.60 |
| 32 | Remove and salvage fire hydrant | EA. | 2 | \$1,283.00 | \$2,566.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$2,566.00 | \$0.00 |
| 33 | Remove fence | L.F. | 442 | \$8.00 | \$3,536.00 | 442.00 | \$3,536.00 | 0.00 | \$0.00 | | 442.00 | \$3,536.00 | 100% | \$0.00 | \$353.60 |
| 34 | Remove tree | EA. | 3 | \$2,731.00 | \$8,193.00 | 3.00 | \$8,193.00 | 2.00 | \$5,462.00 | | 5.00 | \$13,655.00 | 167% | (\$5,462.00) | \$1,365.50 |
| 35 | Remove and reset mailbox | EA. | 15 | \$625.00 | \$7,875.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$7,875.00 | \$0.00 |
| 36 | Seeding | S.Y. | 10140 | \$1.70 | \$17,238.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$17,238.00 | \$0.00 |
| 37 | Inlet sediment filter | EA. | 9 | \$281.00 | \$2,529.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$2,529.00 | \$0.00 |
| 38 | Erosion control mat, class 1D | S.Y. | 2468 | \$2.20 | \$5,429.60 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$5,429.60 | \$0.00 |
| 39 | Build fabric silt fence | L.F. | 731 | \$6.00 | \$4,386.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | | 0.00 | \$0.00 | 0% | \$4,386.00 | \$0.00 |
| 40 | General clearing and grubbing | L.S. | 1 | \$7,159.00 | \$7,159.00 | 1.00 | \$7,159.00 | 0.00 | \$0.00 | | 1.00 | \$7,159.00 | 100% | \$0.00 | \$715.90 |
| 41 | Overwork | L.S. | 1 | \$36,347.00 | \$36,347.00 | 0.90 | \$32,712.30 | 0.00 | \$0.00 | | 0.90 | \$32,712.30 | 90% | \$3,634.70 | \$3,271.23 |
| 42 | Over-excavation | C.Y. | 5900 | \$5.00 | \$29,500.00 | 5,400.00 | \$27,000.00 | 0.00 | \$0.00 | | 5,400.00 | \$27,000.00 | 92% | \$2,500.00 | \$2,700.00 |
| 43 | Import | C.Y. | 4100 | \$12.00 | \$49,200.00 | 3,600.00 | \$43,200.00 | 0.00 | \$0.00 | | 3,600.00 | \$43,200.00 | 88% | \$6,000.00 | \$4,320.00 |
| | | | | | \$1,848,434.00 | | \$335,219.80 | | \$88,578.00 | | | \$423,797.80 | | \$1,424,636.20 | \$42,379.78 |
| Change Order | | | | | | | | | | | | | | | |
| CO2-1 | Water Main Taps | EA. | 3 | \$15,750.00 | \$47,250.00 | 1.00 | \$15,750.00 | 0.00 | \$0.00 | | 1.00 | \$15,750.00 | 33% | \$31,500.00 | \$1,575.00 |
| | Contract Total | | | | \$1,895,684.00 | | \$350,969.80 | | \$88,578.00 | | | \$439,547.80 | | \$1,456,136.20 | \$43,954.78 |

| | |
|--|-----------------------|
| Original Contract | \$1,848,434.00 |
| + CO 1 | \$0.00 |
| + CO 2 | \$47,250.00 |
| + CO | \$0.00 |
| Total Contract to Date | \$1,895,684.00 |
| Total Work Completed to Date | \$439,547.80 |
| Total Materials Stored to Date | \$0.00 |
| Total Value completed & Stored to Date | \$439,547.80 |
| - Retainage 10% | \$43,954.78 |
| Net Total Due Less Retainage | \$395,593.02 |
| - Pay AP 1 | \$9,054.50 |
| - Pay AP 2 | \$189,876.93 |
| - Pay AP 3 | \$116,932.08 |
| - Pay AP | \$0.00 |
| - Pay AP | \$0.00 |
| - Pay AP | \$0.00 |
| Total Previous | \$315,872.82 |
| Net Amount Due This Estimate | \$79,720.20 |

Footnotes:

Council member Bruce Meysenburg made a motion to approve Progress Estimate #13 in the amount of \$14,045.99 for Garver, LLC for the updated Airport Layout Plan. Council Member Tom Kobus seconded the motion. The motion carried.
 Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
 Yea: 5, Nay: 0, Absent: 1

PROGRESS ESTIMATE

**NEBRASKA DEPARTMENT OF TRANSPORTATION
 DIVISION OF AERONAUTICS**

Sponsor: City of David City Estimate No. 13 Date: 10/6/2022
557 N. 4th Street AIP No.: 3-31-0025-014-2021
David City, NE 68632 Garver Project No.: 20A14400
 Contractor: Garver, LLC David City Municipal Airport
4701 Northshore Drive Date of Contract: 4/28/2021
North Little Rock, AR 72118

| | ITEM NO. | DESCRIPTION | ESTIMATED QUANTITIES TO DATE | UNIT | UNIT PRICE | AMOUNT |
|--------------|----------|----------------------------------|------------------------------|------|---------------------------|---------------------|
| AIP Eligible | 1 | Project Initiation & Admin | 100% | LS | \$7,536.18 | \$7,536.18 |
| | 2 | Inventory of Existing Conditions | 92% | LS | \$52,047.61 | \$47,883.80 |
| | 3 | Aviation Activity Forecasts | 100% | LS | \$23,496.81 | \$23,496.81 |
| | 4 | Facility Requirements | 100% | LS | \$13,572.76 | \$13,572.76 |
| | 5 | Airport Alternatives | 100% | LS | \$39,469.11 | \$39,469.11 |
| | 6 | Airport Layout Plan Development | 60% | LS | \$51,237.11 | \$30,742.27 |
| | 7 | Implementation Plan | 75% | LS | \$8,105.63 | \$6,079.22 |
| | 8 | Aeronautical Survey | 100% | LS | \$90,909.00 | \$90,909.00 |
| | 9 | Closeout | 0% | LS | \$9,131.92 | \$0.00 |
| | | | | | AIP Eligible Total | \$259,689.15 |
| Non-Eligible | 10 | Revised Airport Alternatives | 100% | LS | \$7,609.33 | \$7,609.33 |
| | | | | | Non-Eligible Total | \$7,609.33 |

As Project Engineer, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.


 Project Engineer 10/6/2022
 Date

Approved for payment as per Project Engineer's certification 
 NDOT Project Engineer 10/13/2022
 Date

APPROVED: 
 Airport Sponsor 10/14/2022
 Date

| | |
|-------------------------------------|---------------------|
| Grand Total | \$267,298.48 |
| Less Previous Estimates | \$253,252.49 |
| Due Contractor This Estimate | \$14,045.99 |

Council member Bruce Meysenburg introduced Ordinance No. 1406 Vacating a portion of the Oak Street Right-Of-Way between the A Street Right-Of-Way and the C Street Right-Of-Way, and, vacating the area outside of 33 feet from either side of the centerline of the B Street Right-Of-Way from West of the 1st Street Right-Of-Way to the Oak Street Right-Of-Way.

Mayor Zavodny read Ordinance No. 1406 by title.

Council member Bruce Meysenburg made a motion to suspend the statutory rule requiring that an Ordinance be read on three separate days. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1406 on 3rd and Final reading. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

ORDINANCE NO. 1406

AN ORDINANCE VACATING A PORTION OF THE OAK STREET RIGHT-OF-WAY BETWEEN THE A STREET RIGHT-OF-WAY AND THE C STREET RIGHT-OF-WAY, AND VACATING THE NORTH 17 FEET AND THE SOUTH 17 FEET OF THE B STREET RIGHT-OF-WAY FROM THE WEST LINE OF THE NORTH-SOUTH ALLEY AS PLATTED IN BLOCKS 4 AND 5 OF MILES 4TH ADDITION, WEST TO THE OAK STREET RIGHT-OF-WAY, ALL IN DAVID CITY, BUTLER COUNTY, NEBRASKA; CONVEYING THE LAND IN THE VACATED RIGHTS-OF-WAY TO THE ADJACENT PROPERTIES; REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

WHEREAS, Byron and Mary Forney and Nicholas and Chelsea Sypal requested that a portion of the Oak Street right-of-way between the A Street right-of-way and the C Street right-of-way, David City, Butler County, Nebraska, abutting their respective properties be vacated, and that the vacated right-of-way revert to the abutting properties to attach to and remain as part of said abutting properties, all as shown on Exhibit A; and

WHEREAS, in studying the requested vacation, the City of David City has determined that it is also in the public interest to vacate the North 17 feet and the South 17 feet of the B street right-of-way from the west line of the north-south alley as platted in blocks 4 and 5 Miles 4th Addition, west to the Oak street right-of-way, David City, Butler County, Nebraska, and that the vacated right-of-way revert to the abutting properties to attach to and remain as part of said abutting properties, all as shown on Exhibit A; and

WHEREAS, the Mayor and City Council have found and determined that it is in the best interest of the City and is expedient for the public good to vacate the rights-of-way as described in Sections 1 and 2, above.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA:

SECTION 1. That part of the Oak Street right-of-way between the A Street right-of-way and the C Street right-of-way, David City, Butler County, Nebraska, and the North 17 feet and the South 17 feet of the B street right-of-way from the west line of the north-south alley as platted in blocks 4 and 5 Miles 4th Addition, west to the Oak street right-of-way, David City, Butler County, Nebraska, are hereby vacated and that the vacated rights-of-way shall revert to the abutting properties, all as shown on Exhibit A.

SECTION 2. That the City of David City, and its franchisees, shall retain a perpetual easement to all existing and future utilities located within said vacated street.

SECTION 3. Any and all ordinances, or sections thereof, passed and approved prior to the passage, approval and publication or posting of this ordinance, and in conflict with its provisions, are hereby repealed.

SECTION 4. This ordinance shall be published in pamphlet form and shall be in full force and effect following its passage, approval, and publication as provided by law and city ordinance.

PASSED AND APPROVED this 12th day of October, 2022.

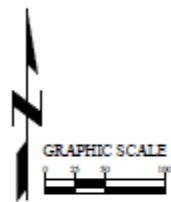
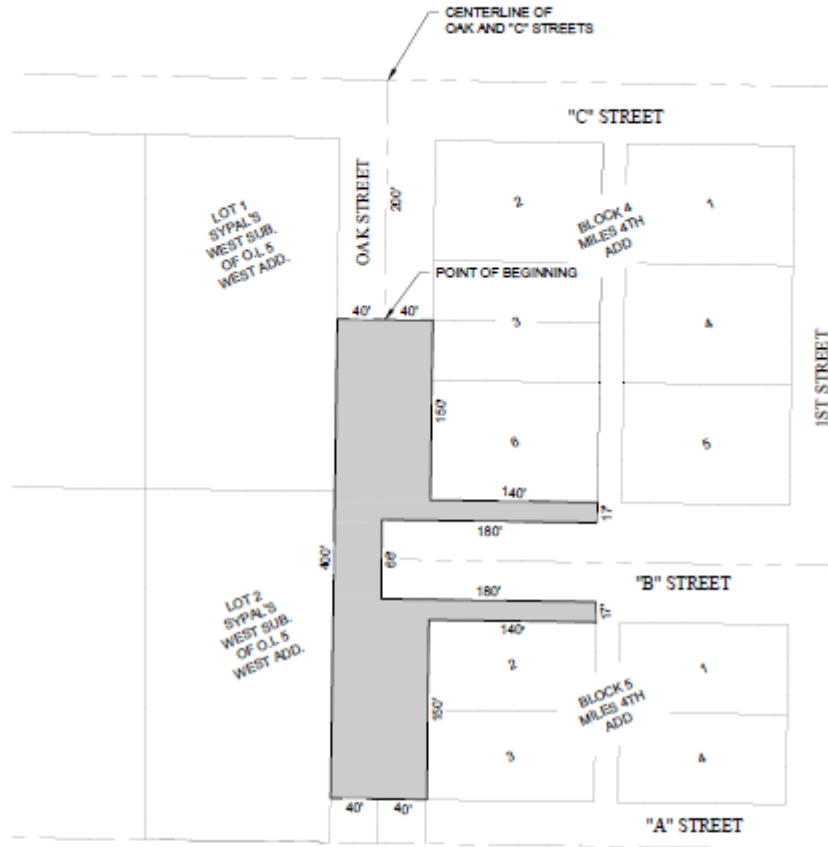
Mayor Alan Zavodny

City Clerk Tami Comte

Exhibit A

Areas of Vacation

STREET VACATION CITY OF DAVID CITY ORDINANCE NO. _____



- LEGEND**
- MONUMENT FOUND
 - MONUMENT SET
 - CALCULATED POINT
 - D DESIRED DISTANCE
 - G GOVERNMENT DISTANCE
 - M MEASURED DISTANCE
 - P PLATTED DISTANCE
 - R RECORDED DISTANCE

| | |
|------------|-----------|
| DATE | 10/3/2022 |
| SCALE | 1" = 100' |
| DRAWN | ELP |
| JOB NO. | R2221681 |
| FIELD BOOK | --- |
| FIELD WORK | --- |
| SHEET | 1 OF 1 |
| FILE NO. | 2022-188 |

J&E SURVEYING & CONSULTING
 800.733.8567
 Wahoo, NE 68240-4465
 www.je.com

LEGAL DESCRIPTION:

A PORTION OF OAK STREET TOGETHER WITH A PORTION OF "B" STREET AS PLATTED IN THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE CENTERLINE OF OAK AND "C" STREETS; THENCE SOUTH ON THE CENTERLINE OF OAK STREET, A DISTANCE OF 200 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH HALF OF LOT 3, BLOCK 4, MILES FOURTH ADDITION TO DAVID CITY, NEBRASKA; THENCE EAST ON SAID WESTERLY EXTENSION, A DISTANCE OF 40 FEET TO THE WEST LINE OF SAID BLOCK 4; THENCE SOUTH ON SAID WEST LINE, A DISTANCE OF 150 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF SAID BLOCK 4; THENCE EAST ON THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 140 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 6, A DISTANCE OF 17 FEET; THENCE WEST PARALLEL WITH AND 17 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 180 FEET TO THE CENTERLINE OF OAK STREET; THENCE SOUTH ON SAID CENTERLINE, A DISTANCE OF 66 FEET; THENCE EAST PARALLEL WITH AND 17 FEET DISTANT FROM THE NORTH LINE OF LOT 2, BLOCK 5 OF SAID MILES FOURTH ADDITION, A DISTANCE OF 180 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 2; THENCE SOUTH ON SAID NORTHERLY EXTENSION, A DISTANCE OF 17 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE WEST ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 140 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH ON THE WEST LINE OF SAID BLOCK 5, A DISTANCE OF 150 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 5; THENCE WEST ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID BLOCK 5, A DISTANCE OF 40 FEET TO THE CENTERLINE OF OAK STREET; THENCE CONTINUING WEST ON SAID WESTERLY EXTENSION, A DISTANCE OF 40 FEET TO THE WEST RIGHT OF WAY LINE OF OAK STREET, SAID LINE ALSO BEING THE EAST LINE OF SYPAL'S WEST SUBDIVISION OF OUTLOT 5, WEST ADDITION TO DAVID CITY; THENCE NORTH ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 40 FEET TO THE POINT OF INTERSECTION WITH SAID WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH HALF OF LOT 3, BLOCK 4; THENCE EAST ON SAID WESTERLY EXTENSION, A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING.

NOTE:

THIS DOCUMENT HAS BEEN PREPARED FOR EXHIBIT PURPOSES ONLY AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

Mayor Zavodny stated that the next item on the agenda was a quote from Nebraska Sign to repair the neon sign from the Old City Office.

City Clerk Comte explained that this item had been tabled at the last meeting. She stated that she got the answers to the Council members questions. The glass and the neon are both in great shape, however, the black tape between the words needs to be replaced. Most of the expense is for a new transformer because the transformer is from the 1940's. The quote does include installation.

Council member Bruce Meysenburg made a motion to approve the quote from Nebraska Sign in the amount of \$2,489.85 to repair the old neon sign from the old City Office. Council Member Kevin Woita seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

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PROPOSAL
Proposal #: 17546

Proposal Date: 09/16/22
 Customer #: 12982
 Page: 1 of 3

| SOLD TO: | JOB LOCATION: |
|--|--|
| CITY OF DAVID CITY 557 N 4TH ST. P.O. BOX 191 DAVID CITY NE 68632 | City of David City 557 N 4th St. P.O. Box 191 David City NE 68632 |

NEBRASKA SIGN COMPANY (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

| QTY | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----|--|------------|-------------|
| 1 | QUOTE #9406 FAB BACKGROUNDS FABRICATE BACKGROUND FOR EXISTING NEON. 3 PCS BLACK PVC. | \$2,489.85 | \$2,489.85 |

DESIGN(S) PROVIDED WITH THIS PROPOSAL IS (ARE) THE PROPERTY OF NEBRASKA SIGN COMPANY. RIGHTS ARE TRANSFERRED UPON ACCEPTANCE OF THIS PROPOSAL.

All materials used are of the highest quality. All work to be completed according to standard practices. Any alteration from specifications must be upon written order and charges adjusted. All agreements are contingent upon strikes, delays or accidents beyond our control. Our workmen are fully covered by workmen's compensation insurance. Customer assumes responsibility for any damage to unmarked underground utilities, underground sprinklers or when additional costs are incurred during excavations where underground obstructions (including rock) are encountered.

TOTAL PROPOSAL AMOUNT: \$2,489.85

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION
 INTEREST OF 1.5% MONTH WILL BE ADDED TO PAST DUE ACCOUNTS.

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED. **AN ADDITIONAL 3% TRANSACTION FEE FOR CREDIT CARD PAYMENTS IS REQUIRED.**

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

- UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, NEBRASKA SIGN COMPANY MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN

COMPANY INITIALS _____

CUSTOMER INITIALS _____



PROPOSAL
Proposal #: 17546

Proposal Date: 09/16/22
Customer #: 12982
Page: 2 of 3

- DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.
2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT EFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
 3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
 4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
 5. CUSTOMER SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALES WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
 6. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG TEST TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
 7. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED UNCONDITIONALLY AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY ARE NEVER GUARANTEED.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY AN OFFICER OF THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



1140 North 21st Street FAX (402) 476-3461
 Lincoln, Nebraska 68503 Ph. (402) 476-6563
www.nebraskasign.com

DEPOSIT INVOICE

Invoice #: DP17546

Inv Date: 09/16/22
 Customer #: 12982
 Page: 3 of 3

| SOLD TO: | JOB LOCATION: |
|--|--|
| CITY OF DAVID CITY 557 N 4TH ST. P.O. BOX 191 DAVID CITY NE 68632 | City of David City 557 N 4th St. P.O. Box 191 David City NE 68632 |

| ORDERED BY | PO NUMBER | SALESPERSON | ORDER DATE | PAYMENT TERMS | DUE DATE |
|------------|-----------|---------------|------------|------------------------|----------|
| | | Theresa Dubas | 09/13/22 | 50.0% Due Upon Receipt | 10/31/22 |

| QTY | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---------------------------------|--|------------|---------------------|
| 1 | QUOTE #9406 FAB BACKGROUNDS FABRICATE BACKGROUND FOR EXISTING NEON. 3 PCS BLACK PVC. | \$2,489.85 | \$2,489.85 |
| | TOTAL PROPOSAL AMOUNT | | ----- \$2,489.85 |
| | *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION *** | | |
| PLEASE PAY THIS DEPOSIT AMOUNT: | | | \$1,244.93 |

Council member Tom Kobus made a motion to authorize JEO Consulting Group to bid the 2022 Water Treatment Plant Upgrade and to set the bid opening for November 16th at 2 p.m. at the City Office. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Mayor Zavodny stated that the next item on the agenda was authorization for the approval of an agreement with Veenstra & Kimm for the design of the Wastewater Treatment Plant Project.

Bob Veenstra, who was attending via Zoom, introduced himself and explained that they needed to get started on the design for the wastewater treatment plant project or the project would not be completed by the time that AGP was in production. He explained that the funding options through WWAC (Water/Wastewater Advisory Committee) looked promising.

Council members questioned the project if AGP would decide not to come to David City.

Bob Veenstra explained that they would begin the engineering with the items that would have to be done no matter what like the replacing the headworks building and upgrading the SBR's. He stated that they are a year out from going to bid and they should know about AGP prior to that time.

Council member Jessica Miller made a motion to approve an agreement with Veenstra & Kimm for the design of the Wastewater Treatment Plant project. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

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VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

October 6, 2022

Tami Comte
City Clerk
City of David City
1220 E Street
David City, NE 68632

CITY OF DAVID CITY, NEBRASKA
WASTEWATER TREATMENT PLANT IMPROVEMENTS
AGREEMENT FOR PROFESSIONAL SERVICES

Enclosed are two copies of the proposed Agreement between the City of David City and Veenstra & Kimm, Inc. for the Wastewater Treatment Plant Improvements project. The Agreement provides for design and bidding services for the project on an hourly fee basis with a maximum not to exceed fee. The maximum not to exceed fee is \$700,000. This amount coincides with the budget amount that was included in the WWAC application.

The Agreement provides that design of the wastewater treatment plant improvements will be completed by September 15, 2023. This schedule should allow the City to bid the project in the fall of 2023 and to start construction in late 2023. This schedule is necessary for the project to be completed by the spring of 2025.

The Agreement describes the scope of services for services during construction of the project. The enclosed Agreement does not establish a maximum fee for engineering services during construction. Under the proposed Agreement the fee for engineering services during construction would be established by a separate amendment to be approved prior to the start of construction.

The WWAC application included the fee for engineering services during construction of the project. If the City would prefer to include the construction engineering services fee in this Agreement Veenstra & Kimm, Inc. has no objection to including the services as the maximum fee would not exceed the fee in the WWAC application.

Tami Comte
October 6, 2022
Page 2

If you have any questions or need additional information concerning the project or the proposed Agreement, please contact the writer at 515-225-8000, or at bveenstra@v-k.net.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read "H. R. Veenstra Jr.", with a stylized flourish at the end.

H. R. Veenstra Jr.

HRVJr:paj
6475
Enclosure

AGREEMENT FOR PROFESSIONAL SERVICES

**CITY OF DAVID CITY, NEBRASKA
WASTEWATER TREATMENT PLANT IMPROVEMENTS**

THIS AGREEMENT, made this _____ day of _____, 2022 by and between the **CITY OF DAVID CITY, NEBRASKA**, hereinafter referred to as the **CITY**, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **ENGINEERS**,

WITNESSETH, THAT WHEREAS, the City currently owns and operates a wastewater treatment facility as part of its sanitary sewerage system, and

WHEREAS, in an Agreement dated September 8, 2021 the City retained the services of the Engineers to complete an evaluation of the wastewater treatment plant, and

WHEREAS, the initial purpose of the wastewater treatment plant evaluation was to assess the physical condition of the existing treatment plant and to identify improvements necessary to meet the City's requirements under its NPDES permit, and

WHEREAS, during the course of the evaluation of the wastewater treatment plant AGP notified the City of its intent to construct a new soybean crushing facility located in the City, and

WHEREAS, the evaluation of the wastewater treatment plant was modified to take into account the initial and future flow and loadings from AGP, and

WHEREAS, in a report dated June 9, 2022 the Engineer set forth its evaluation and recommendations regarding the wastewater treatment plant, and

WHEREAS, the evaluation report recommended improvements to the wastewater treatment plant that address the condition of the existing facilities and expansion of the hydraulic and biological capacity of the wastewater treatment plant to accommodate the initial and future loading from AGP and allow the City sufficient capacity other future growth, and

WHEREAS, AGP has indicated it intent to open its facility in the spring of 2025, and

WHEREAS, to address both the physical deficiencies of the existing wastewater treatment plant and to accommodate the flow and loading from the AGP facility the City will need to construct significant improvements to the wastewater treatment plant with said improvements being referred to as the **Wastewater Treatment Plant Improvements** or the **Project**, and

WHEREAS, the City desires to retain the services of the Engineers for the design and construction engineering services for the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City retains the Engineers to provide professional engineering services for the Project subject to the following terms and conditions:

1. **PROJECT SCOPE.** It is understood and agreed the scope of the Project involving improvements to the wastewater treatment plant shall consist of, but not necessarily be limited to, the following:
 - a. New headworks facility to include screening, grit removal, flow metering and a wastewater pump station to convey the flow to the wastewater treatment plant.
 - b. New force main from the new headworks facility to the splitter box located near the existing SBR facility to allow the City to better utilize the existing lagoon facilities.
 - c. Rehabilitation and equipment replacement of the existing two cell SBR system.
 - d. Two new SBR tanks to be located adjacent to and westerly of the existing SBR system.
 - e. Renovation of the existing blower building to accommodate the replacement of the existing blowers and additional blowers sized for the expanded treatment plant and to relocate the electrical and control equipment to a climate controlled space within the existing blower building.
 - f. Construction of a new storage building near the existing administration and laboratory building to accommodate the storage needs displaced by the modification of the blower building.
 - g. Piping and other modifications to allow the City to utilize lagoon Cell A and lagoon Cell B for wet weather flow holding, emergency bypassing during process upsets and storage for the irrigation utilization.
 - h. Potential repurposing of the existing covered anaerobic cell for irrigation storage without significant cost modifications.
 - i. Evaluation and potential implementation of the relocation of the irrigation suction from lagoon Cell D to repurposed lagoon Cell A or Cell B.
 - j. Control system modifications to accommodate the changes and improvements to the treatment plant.
 - k. Other related improvements, including piping, grading, driveways and surface restoration.

2. **DESIGN SERVICES.** The design services for the Project shall include the following:
 - a. Prepare the preliminary and final plans and specifications for the Wastewater Treatment Plant Improvements.
3. **DESIGN SURVEYS.** The Engineers shall undertake necessary topographic and other surveys for the design of the Project. Design surveys shall include all survey necessary for preparation of plans and specifications.
4. **DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City.
5. **DESIGN FLOW AND CAPACITY.** During the design of the Project the Engineers shall consult with the City on the determination of the design flow and design capacity for the Wastewater Treatment Plant Improvements.
6. **AGENCY REQUIREMENTS.** The Engineer shall perform all services under the Agreement in accordance with the requirements of any funding program utilized by the City, including but not limited to, the State of Nebraska Clean Water SRF Loan Program. The Engineer shall prepare the contract documents in a manner that includes all of the programmatic requirements necessary based on the funding program for the project.
7. **COORDINATION WITH FINANCING REQUIREMENTS.** The Engineer shall complete the design and contract documents in conformity with all requirements associated with any funding used by the City for design and construction of the project.
8. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe in detail the work to be done, and materials to be used. The plans shall show in detail the work to be done, the location and extent of the construction required. Three (3) sets of final plans and specifications for each construction contract shall be submitted to the Owner.
9. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.

10. **PERMITS AND LICENSES.** The Engineers shall assist the City in obtaining all necessary permits and licenses for the construction of the project. Any fees for construction permits shall be paid by the City and said costs shall not be charged against the Engineers fees.
11. **BIDDING SERVICES.** During the bidding phase of the Project the Engineers shall provide the following services:
 - a. Distribute plans and specifications to contractors and vendors at no charge.
 - b. Answer contractor and vendor questions.
 - c. Issue any necessary addendum to the plans and specifications.
 - d. Attend the bid opening, prepare a bid tabulation and make recommendation to the City on award of contract.
 - e. Attend the City Council meeting at which the award of contract will be considered.
 - f. Prepare contract documents, including contracts and bonds and coordinate the signature by contractor and City.
 - g. Distribute executed contract documents.
 - h. Prepare and conduct preconstruction conference.
12. **CONSTRUCTION ADMINISTRATION SERVICES.** During the construction phase of the Project the Engineer shall provide the following construction administration services:
 - a. Coordinate construction with the contractor, including answering inquiries from the contractor, City and general public.
 - b. Provide construction staking as necessary for Project.
 - c. Prepare necessary change orders, and coordinate the approval of change orders.
 - d. Determine the monthly quantities of work completed and prepare and process partial payment applications to the City.

13. RESIDENT REVIEW SERVICES.

- a. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications. Resident review services shall include appropriate inspections during construction.
- b. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to insure proper review of the construction work.
- c. Resident review services under this Agreement shall be provided by a resident reviewer trained and experienced in the construction of wastewater treatment facilities.

14. RECORD DRAWINGS. At the completion of construction the Engineer shall prepare record drawings showing the as constructed. The City will be provided two full size sets of record drawings, two half size sets of record drawings and an electronic copy of the record drawings in .pdf file format.

15. FINAL REVIEW. The Engineers shall make a final review of the Project after construction is completed to determine that the construction complies with the plans and specifications. The Engineers shall certify the completion of the work to the Owner when construction substantially complies with the plans and specifications.

16. RESPONSIBILITIES OF THE CITY. The City shall furnish available information that would assist the Engineers in the development and design of the Wastewater Treatment Plant Improvements.

17. COMPLETION. The preliminary and final design for the Project shall be completed as follows:

- a. Design: September 1, 2023.

18. COMPENSATION. The City shall compensate the Engineers for services under this Agreement as set forth in this section.

- a. The fee for services for design, preparation of the plans and specifications, permit applications and bidding services as set forth in **2. DESIGN SERVICES** through **11. BIDDING SERVICES** shall be on the basis of the Engineers' standard hourly fees, plus reimbursement of direct out of pocket expenses, with a maximum not to exceed fee of Seven Hundred Thousand Dollars (\$700,000.00).

b. The fee for services for construction administration and construction observation services as set forth in **12. CONSTRUCTION ADMINISTRATION SERVICES** and **15. FINAL REVIEW** shall be on the basis of the Engineers' standard hourly fees, plus reimbursement of direct out of pocket expenses, with a maximum fee for engineering services during construction to be set forth by separate Amendment to Agreement to be approved prior to the start of construction.

19. METHOD OF PAYMENT. The Engineers shall submit monthly invoices for the actual costs for Project services completed to the end of the invoice period. The monthly invoices of the Engineers shall show the total fees due, the amounts paid to date and the balance of the amount of the contract.

Invoices shall be due and payable upon receipt and shall be paid by the City within thirty (30) days of the date of receipt of an approvable invoice.

20. NOTICE TO PROCEED. Approval of this Agreement by the City shall constitute Notice to Proceed.

21. SERVICES NOT INCLUDED. Services not included in this Agreement include the following:

a. Services associated with any arbitration or litigation that may arise in conjunction with the construction of the Project for which the City may be named a party.

22. TERMINATION OF AGREEMENT. If, through any cause, the Engineers shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the City shall have the right to terminate this Agreement by specifying the date of termination in a written notice to the Engineers at least ten (10) working days before the termination date. In this event, the Engineers shall be entitled to just and equitable compensation for any satisfactory work completed.

23. ASSIGNABILITY. The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.

24. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

| | |
|--|-----------------------|
| General Liability* | \$1,000,000/2,000,000 |
| Automobile Liability | \$1,000,000 |
| Excess Liability (Umbrella)* | \$8,000,000/8,000,000 |
| Workers' Compensation, Statutory Benefits Coverage B | \$1,000,000 |
| Professional Liability**, *** | \$3,000,000/3,000,000 |

*Occurrence/Aggregate

** The Owner is not to be named as an additional insured

***Claims made basis

25. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.
26. **ERRORS OR DEFICIENCIES.** The Engineers shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Engineers are responsible for any errors or deficiencies. This provision shall not apply to changes in the Project or Project materials which may result from causes or information which the Engineers could not have reasonably ascertained during the Project design, such as hidden or latent defects or conditions in the existing plant.
27. **MODIFICATIONS TO AGREEMENT.** This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.

- 28. **LEGAL SERVICES.** The City shall provide the services of an attorney experienced in legal matters pertaining to this type of project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
- 29. **COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF CITY OF DAVID CITY, NEBRASKA

ATTEST:

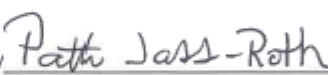
By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By 
Chair, Board of Directors

By 
Patti Lass-Roth

VEENSTRA & KIMM, INC.
 HOURLY RATES BY EMPLOYEE CLASSIFICATION
 2022 - 2023

| | |
|----------------------------|----------|
| Management I..... | \$199.00 |
| Management II..... | 193.00 |
| Process Engineer I..... | 215.00 |
| Client Services I..... | 193.00 |
| Client Services II..... | 125.00 |
| Client Services III..... | 100.00 |
| Client Services IV..... | 85.00 |
| Client Services V..... | 75.00 |
| IT I..... | 165.00 |
| IT II..... | 110.00 |
| IT III..... | 75.00 |
| Funding Specialist I..... | 118.00 |
| Funding Specialist II..... | 99.00 |
| Engineer I-A..... | 199.00 |
| Engineer I-B..... | 189.00 |
| Engineer I-C..... | 179.00 |
| Engineer I-D..... | 171.00 |
| Engineer II-A..... | 163.00 |
| Engineer II-B..... | 153.00 |
| Engineer III-A..... | 144.00 |
| Engineer III-B..... | 137.00 |
| Engineer III-C..... | 134.00 |
| Engineer IV..... | 129.00 |
| Engineer V..... | 121.00 |
| Engineer VI..... | 113.00 |
| Engineer VII..... | 108.00 |
| Engineer VIII..... | 105.00 |
| Engineer IX..... | 97.00 |
| Engineer X..... | 90.00 |
| Engineer XI..... | 82.00 |
| Engineer XII..... | 73.00 |
| Design Technician I..... | 115.00 |
| Design Technician II..... | 103.00 |
| Design Technician III..... | 90.00 |
| Architect I..... | 165.00 |
| Architect II..... | 145.00 |
| Architect III..... | 122.00 |
| Planner I..... | 126.00 |
| Planner II..... | 83.00 |
| Planner III..... | 77.00 |
| Drafter IA..... | 114.00 |
| Drafter IB..... | 107.00 |
| Drafter II..... | 100.00 |
| Drafter III..... | 95.00 |
| Drafter IV..... | 85.00 |

| | |
|--------------------------------|--------|
| Drafter V..... | 75.00 |
| Drafter VI..... | 68.00 |
| Drafter VII..... | 61.00 |
| Clerical I..... | 85.00 |
| Clerical II..... | 76.00 |
| Clerical III..... | 65.00 |
| Clerical IV..... | 57.00 |
| Clerical V..... | 49.00 |
| Construction Engineer I..... | 199.00 |
| Construction Engineer II..... | 121.00 |
| Construction Engineer III..... | 108.00 |
| Construction Engineer IV..... | 92.00 |
| Surveyor I..... | 138.00 |
| Surveyor II..... | 120.00 |
| Technician I..... | 101.00 |
| Technician II..... | 92.00 |
| Technician III..... | 84.00 |
| Technician IV..... | 81.00 |
| Technician V..... | 76.00 |
| Technician VI..... | 70.00 |
| Technician VII..... | 58.00 |
| Technician VIII..... | 51.00 |
| Technician IX..... | 43.00 |
| Building Inspector I..... | 190.00 |
| Building Inspector I-A..... | 129.00 |
| Building Inspector II..... | 101.00 |
| Building Inspector III..... | 80.00 |
| Accounting I..... | 165.00 |
| Accounting II..... | 125.00 |
| Accounting III..... | 110.00 |
| Accounting IV..... | 85.00 |
| Accounting V..... | 75.00 |

REIMBURSABLES AND EQUIPMENT RATES

| | |
|---------------------|----------|
| GPS / Robotics..... | 35.00 |
| Tablet..... | 45.00 |
| Fluoroscope..... | 50.00 |
| 4-Wheeler..... | 50.00 |
| Drone..... | 75.00 |
| Mileage..... | IRS Rate |

Mayor Zavodny stated that the next item on the agenda was purchase of a trailer from Z & Z to haul the new Sany excavator.

Council member Tom Kobus stated that the trailer that they were planning to use to haul the excavator was too small and so he priced trailers at several different places and Z & Z was the cheapest and it's here in town.

Council member Pat Meysenburg made a motion to purchase of a trailer from Z & Z to haul the new Sany Excavator. Council Member Tom Kobus seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

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Z & Z Trailers, LLC
Trailer Sales, U-Haul, Zep, UPS

Al & Susan Znamenacek
511 N 3rd St David City, NE 68632
402-367-4448/402-606-9273
zztrailersne@yahoo.com
zztrailersne.com

U-HAUL
ZEP **UPS**

Price Quote – City of David City
10/6/2022 – Prices Valid for 30 Days



2023 Midsota TBWB-24 Tilt Bed 102"x24'

GVWR 17,600, AXLES 8,000# Spring Axles, BRAKES Self-Adjusting Electric Brakes on All Wheels, MAIN FRAME Tube Steel, CROSSMEMBERS Grade 50 3" Channel -- 16" Spacing, BED WIDTH 102" Wide Bed (Drive Over Fenders), COUPLER 2-5/16" 5 Position Adjustable Coupler, JACK 12K Spring Return Jack, TILTING Gravity Cushion Tilt w/ Locking Tilt, TILTING ANGLE 14°, Bed HEIGHT 27.5", BED DECKING 2" x 8" Treated Pine Decking, TIRES 17.5" H Range Radial Tires (215/75R17.5), RIMS 17.5" 8 Bolt Steel Black, LIGHTS/WIRING LED Lights with All Wiring Enclosed in Tubular Frame, CARGO CONTROL OPTIONS Rub Rail & Stake Pockets, PAINT/FINISH PPG Industrial Grade Poly Primer & Paint, WARRANTY 5-Year Frame Warranty

\$14,750.00 Including Delivery

Mayor Zavodny stated that the next item on the agenda was discussion concerning the Akrs access road off the highway and the Timpte Road to Road 37 in regard to installation of electric lines.

Since this item had been discussed in the CDA meeting, it was decided that it had been handled. Electric Supervisor Pat Hoeft needs to know the road elevations before he can do anything with the electric lines.

Interim City Administrator/City Clerk Tami Comte gave a presentation on Creative Districts.

Interim City Administrator/City Clerk Tami Comte said, "I am by no means an expert on Creative Districts. I had never heard of Creative Districts until the legislature passed a bill in 2020 to create the Creative Districts Program. In 2022, the legislature passed LB 927 which incorporated Creative Districts to apply for CCCFF funding. The CCCFF (Civic and Community Center Financing Fund) is the sales tax money that is leftover from the financing of the CHI, Pinnacle Bank Arena and the Ralston Area. Municipalities can then apply for those funds. We have used those funds to remodel the restrooms in the Auditorium. Creative Districts can help a community to attract artists and creative enterprises, encourage business and job development, establish the district as a tourist destination and promote the district's cultural and historical heritage. Only Organizational Partnerships are eligible to apply. You need three organizations to apply. One has to be an agency of local government. Other agencies can be a cultural nonprofit – such as Bone Creek Museum of Agrarian Art and they are very interested in participating. The third organization can be a local business organization and/or a community development corporation. The cultural non-profit partner must have a two-year history of arts programming or activities – which Bone Creek Museum certainly has. You also have to have an active Arts Council, which we do. Ashland, Nebraska has a very active creative district. There is a grant award of \$10,000 once the Creative District Plan is approved. After that, Certified Creative Districts are eligible for up to \$250,000 in grant awards. Grant funds can be used for Programming, Physical Enhancements, Marketing or Operational Support."

Louise Niemann with Bone Creek Museum introduced herself and stated that the Bone Creek Museum of Agrarian Art was very interested in participating in the Creative District.

Discussion regarding Creative Districts followed.

Council member Pat Meysenburg made a motion to approve going into closed session for the purpose of discussing the law enforcement contract. Council Member Kevin Woita seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Mayor Zavodny stated, "Now, at 7:43 p.m., we are going into closed session to discuss the Law Enforcement Contract between the City of David City and Butler County." Mayor Zavodny, all of the Council members, City Attorney David Levy, and City Clerk Comte went into closed session at 7:43 p.m.

Council member Bruce Meysenburg made a motion to come back into open session. Council Member Kevin Woita seconded the motion. The motion carried and Mayor Zavodny declared the Council back in open session at 8:35 p.m.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Kevin Woita made a motion to adjourn. Council Member Pat Meysenburg seconded the motion. The motion carried and Mayor Zavodny declared the meeting adjourned at 8:36 p.m.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1



CERTIFICATION OF MINUTES
October 12, 2022

I, Tami Comte, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of October 12, 2022; 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; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Tami Comte, City Clerk