

CITY COUNCIL PROCEEDINGS

September 7, 2022

The City Council of the City of David City, Nebraska, met in open public session in the meeting room of the City Office, 490 "E" Street, David City, Nebraska. The Public had been advised of the special meeting by publication of notice in The Banner Press on September 1st, 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 during regular office hours. 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 members Thomas Kobus, Jessica Miller, Patrick Meysenburg, Kevin Woita and Bruce Meysenburg, City Attorney David Levy and Interim Administrator/City Clerk Tami Comte. Council member John Vandenberg was absent.

Also present for the meeting were: Water employee Anthony Kobus, Jake with A1 Iron, and Special Projects Coordinator Dana Trowbridge.

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 asked those present to please silence their cell phones.

Mayor Zavodny declared the public hearing open at 7:01 p.m. to consider an application to the Nebraska Department of Economic Development (NDED) for a Community Development Block Grant (CDBG) for Development of a Commercial Façade and Interior Rehabilitation Program for Downtown Buildings – SENDD.

Special Projects Coordinator Dana Trowbridge introduced himself and then introduced Tom Bliss with SENDD, who is working on the Community Development Block Grant Application for the City. Trowbridge explained that Former City Administrator Clayton Keller had gone through a process with the University of Nebraska identifying things in our downtown that could be improved, how we should look at it in the long term and some of the things that we should try to accomplish. There are several businesses in the downtown area that could use some help and this grant could provide up to \$400,000 toward that end. They would have to be matched twenty percent by the business owners. Eighty percent of it would be from CDBG funds.

Tom Bliss with SENDD introduced himself and said, "First of all to the Council, both Skip and Tami have been a tremendous help with this application. As Skip mentioned, this is phase two in the Downtown Revitalization Project. Phase one was participating in the project with UNL students and I think they did a pretty good job with it. So, phase one was planning and phase two is the actual implementation. As Skip said, this is a Block Grant. These are federal funds which come back to the State in the form of dollars and resources that can be used to improve your community. In this case you are going to be working toward something that can benefit

your businesses downtown. This is a competitive application. It is due September 15th. Last year's winning score was around seventy-four so we're aiming for seventy-six this year. To date we have eleven pre-applications, and we are expecting eight more pre-applications. Ideally, we'd like to have twenty-five. So, for context, Beatrice submitted one last year, of course, Beatrice is a little bigger and they had fifty pre-applications. York submitted one last year and they had nine pre-applications, and both were awarded. We're aiming somewhere between nine and fifty. Twenty-five would be kind of our sweet spot. Going through the pre-applications, some of the activities that are listed so far may not be eligible, so I'll give you guys that heads up. Typically, power washing and painting are not eligible activities. Power washing and tuck pointing, absolutely. Replacing energy inefficient windows and doors, definitely. Out of those eleven pre-applications there is about four hundred ten thousand dollars in needs. So, when we get the remaining pre-applications, you're probably going to be looking at around six hundred thousand dollars' worth of needs. You're not going to have to be able to meet everyone's demands. I see later on in your agenda that you're going to have to approve these guidelines, that is something that is required and then you'll need a draft application so, the pre-applications, draft guidelines and then an application. I don't think the application needs City Council approval. I was talking to Skip before and we need about ten to twenty pictures showing blight. David knows more about this than I do, but examples of blight might be crumbling buildings, windows that appear to be deteriorating, boarded up windows, etc. Any of those types of pictures. Clayton walked around with me one day. I also walked around with the folks that are working on the Bone Creek Museum. The Opera House is a really good example. The back of the Opera House is a really great example. So, those pictures might be worthwhile. Also, what we're hoping for tonight is positive comments from the people in the audience or comments from the Council. Letters of support are helpful, and Skip provided some of those. I know that you invested a lot of money in your downtown. Details are helpful when you're putting together the grant narratives. Are there any questions?"

Mayor Alan Zavodny said, "One positive thing that happened is I went around and talked to a few businesses because when you start doing that people start paying attention, so I did get a request from the Butler County Museum to ask if they'd be eligible to apply, at least. Then the question was 501C3's, does it matter what kind of entity they are?"

Tom Bliss with SENDD said, "The City can't apply. 501C3's should be able to apply. York's Playhouse was approved. York is in phase three of the plan, so they have received one point two million dollars in grants for façade improvement, code enforcement and that sort of thing. Keep that in mind if you do a good job this time, what you do is just reapply if you still have demands out there. I reached out to Bone Creek Museum today. My guess is that you're going to have close to a million dollars' worth of pre-applications. If it gets awarded it is up to you to figure out how to distribute it."

Mayor Alan Zavodny said, "We're getting up against the deadline, so it doesn't hurt to tell the museum to go ahead and apply."

Tom Bliss with SENDD said, "We'll be fine tuning this until the afternoon of September 15th, so if you get us additional pre-applications it's not that difficult to incorporate those into the narrative. Keep in mind that it is code enforcement, energy, ADA, and façade improvements. They can't replace carpet and they can't replace shelving. It's those basic slum and blight conditions."

Mayor Alan Zavodny said, "I think windows is a big one. These buildings are so old that they don't have the energy efficient windows."

Hearing no further comments, Mayor Zavodny declared the public hearing closed at 7:12 p.m.

Council member Kevin Woita made a motion to authorize Mayor Zavodny to sign all documents related to the City of David City's Application for Community Development Block Grant (CDBG) Funding (Exhibits C1, C2, D and K1b and Chief Elected Official). 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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Exhibit C1: Statement of Assurances & Certifications Template

APPLICANT'S STATEMENT OF ASSURANCES AND CERTIFICATIONS

The City of David City, NE (Applicant) hereby assures and certifies to the Nebraska Department of Economic Development (Department) regarding an application for Community Development Block Grant (CDBG) funds, the following:

THRESHOLD CERTIFICATIONS

1. There are no significant unresolved audit findings relating to any prior grant award from the federal and/or state government that would adversely affect the administration of this grant.
2. No legal actions are underway or being contemplated that would significantly impact the Applicant's capacity to effectively administer the program, and to fulfill the CDBG program; and
3. No project costs have been incurred that have not been approved in writing by the Department.

FEDERAL COMPLIANCE CERTIFICATIONS

4. It will adopt and follow a residential anti-displacement and relocation assistance plan that will minimize displacement as a result of activities assisted with CDBG funds.
5. It will conduct and administer its programs in conformance with:
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1).
 - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.
 - c. The Fair Housing Act of 1988 (42 USC 3601-20) and will affirmatively further fair housing.
6. It will not attempt to recover any capital costs of public improvements assisted in whole or part by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (1) grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than grant funds, or (2) for purposes of assessing any amount against properties owned and occupied by persons of LMI who are not persons of very-low income, the recipient certifies to the state that it lacks sufficient grant funds to comply with the requirements of clause (1).
7. It will comply with all provisions of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

CITIZEN PARTICIPATION PLAN CERTIFICATION

8. It certifies that a detailed citizen participation plan is on file which includes:
 - a. Providing and encouraging citizen participation with particular emphasis on participation by lower income persons who are residents of slum and blight areas in which funds are proposed to be used to include target areas as identified in the application.
 - b. Providing citizens with reasonable and timely access to local meetings, information, and records relating to the Applicant's proposed and actual use of CDBG funds.

Revised: June 2021

Exhibit C1

- c. Furnishing citizens with information, including but not limited to, the amount of CDBG funds expected to be made available for the current fiscal year, including CDBG funds and anticipated program income; the range of activities that may be undertaken with CDBG funds; the estimated amount of CDBG funds to be used for activities that will meet national objective of benefit to low- and moderate-income people, and the proposed CDBG activities likely to result in displacement and the grantee's anti-displacement and relocation plans.
- d. Providing technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals. The level and type of assistance is to be identified within the plan.
- e. Providing for public hearings at different stages of the program, for the purpose of obtaining citizen's views and responding to proposals and questions. The hearings must cover community development and housing needs, development of proposed activities and review of program performance. The hearing to cover community development needs must be held before submission of an application to the state. The hearing on program performance must be held during the implementation of the CDBG awarded grant. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicapped. Public hearings are to be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can be expected to participate.
- f. Providing citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in the application to the state and for grants already made, activities that are added to, deleted or substantially changed from the application to the state. Substantially changed is defined in terms of purpose, scope, location or beneficiaries defined by the state established criteria.
- g. Providing citizens, the address, phone number and acceptable hours for submitting complaints and grievances and providing timely written responses to written complaints and grievances within 15 working days where practicable.

SPECIAL REQUIREMENTS AND ASSURANCES.

9. The Applicant will comply with the administrative requirements of the program, those applicable items in the Consolidated Plan, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, and 24 CFR Part 570 (including parts not specifically cited below), and the following laws, regulations and requirements, both federal and state, as they pertain to the design, implementation and administration of the local project, if approved:

CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS

- Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR Part 1)
- Section 109 of the Housing and Community Development Act of 1974, As Amended
- Age-Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et. seq.)
- Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794) and the Americans with Disability Act
- Executive Order 11246, As Amended
- Executive Order 11063, As Amended by Executive Order 12259 (24 CFR Part 107)

ENVIRONMENTAL STANDARDS AND PROVISIONS

- Section 104(f) of the Housing and Community Development Act of 1974, As Amended
- Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) and the Implementing Regulations found at 24 CFR Part 35
- The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321, et. seq., and 24 CFR Part 58)
- The Clean Air Act, As Amended (42 U.S.C. 7401, et. seq.)
- Farmland Protection Policy Act of 1981, (U.S.C. 4201, et. seq.)
- The Endangered Species Act of 1973, As Amended (16 U.S.C. 1531, et. seq.)
- The Reservoir Salvage Act of 1960 (16 U.S.C. 469, et. seq.), Section 3 (16 U.S.C. 469 a-1), As Amended by the Archaeological and Historic Preservation Act of 1974
- The Safe Drinking Water Act of 1974 [42 U.S.C. Section 201, 300(f), et. seq., and U.S.C. Section 349 as Amended, particularly Section 1424(e) (42 U.S.C. Section 300H-303(e)]
- The Federal Water Pollution Control Act of 1972, As Amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. Section 1251, et. seq.)
- The Solid Waste Disposal Act, As Amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.)
- The Fish and Wildlife Coordination Act of 1958, As Amended, (16 U.S.C. Section 661, et. seq.)
- EPA List of Violating Facilities

- HUD Environmental Standards (24 CFR, Part 51, Environmental Criteria and Standards and 44 F.R. 40860-40866, July 12, 1979)
- The Wild and Scenic Rivers Act of 1968, As Amended (16 U.S.C. 1271, et. seq.)
- Flood Insurance
- Executive Order 11988, May 24, 1978: Floodplain Management (42 F.R. 26951, et. seq.)
- Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961, et. seq.)
- Environmental Protection Act, NEB. REV. STAT. 81-1501 to 81-1532 (R.R.S. 1943)
- Historic Preservation

LABOR STANDARDS AND PROVISIONS

- Section 110 of the Housing and Community Development Act of 1974, As Amended
- Fair Labor Standards Act of 1938, As Amended, (29 U.S.C. 102, et. seq.)
- Davis-Bacon Act, As Amended (40 U.S.C. 276-a - 276a-5); and Section 2; of the June 13, 1934 Act., As Amended (48 Stat. 948.40 U.S.C. 276(c), popularly known as The Copeland Act
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et. seq.)
- Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701(u)]

FAIR HOUSING STANDARDS AND PROVISIONS

- Section 104(a)(2) of the Housing and Community Development Act of 1974, As Amended Public Law 90-284, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et. seq.). As Amended by the Fair Housing Amendments Act of 1988
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, As Amended (42 U.S.C. 4630) and the Implementing Regulations Found at 49 CFR Part 24
- Relocation Assistance Act, NEB. REV. STAT. 76-1214 to 76-1242 (R.S. Supp. 1989)
- Nebraska Civil Rights Act of 1969 20-105 to 20-125, 48-1102 and 48-1116
- Uniform Procedures for Acquiring Private Property for Public Use, NEB. REV. STAT. 25-2501 to 25-2506 (R.R.S. 1943)

ADMINISTRATIVE AND FINANCIAL PROVISIONS

- 78 FR 78589 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Cost Principles"
- 78 FR 78589 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Administrative Requirements"
- 24 CFR 570.503 - Grant Administration Requirements for Use of Escrow Accounts for Property Rehabilitation Loans and Grants
- 24 CFR 570.488 to 570.499a - States Program: State Administration of CDBG Nonentitlement Funds
- Community Development Law, NEB. REV. STAT. 18-2101 to 18-2144 (R.S. Supp. 1982)
- Public Meetings Law, NEB. REV. STAT. 18-1401 to 18-1407 (R.R.S. 1943)
- 24 CFR Subtitle A (4-1-98 Edition) – 85 referenced as 2 CFR Part 200 Administrative requirements for grants and cooperative agreements to State, local and federally recognized Indian tribal governments

MISCELLANEOUS.

- Hatch Act of 1938, As Amended (5 U.S.C. 1501, et. seq.)

Applicant hereby certifies that it will comply with the above stated assurances.



Chief Elected Official Signature

Alan Zavodny, Mayor

Chief Elected Official Printed Name, Title

9-07-2022

Date

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Exhibit C2: Citizen Participation Plan Template

Citizen Participation Plan City of David City, Nebraska

A. Participation by Citizens

All citizens, including low- and moderate-income citizens, shall be requested and encouraged to participate in the assessment of community issues, problems and needs; the identification of potential solutions; and priority to such issues, problems and needs, as follows:

1. All citizens shall be periodically requested to complete a community needs survey to identify community and neighborhood issues, problems and needs.
2. All citizens shall be notified by publication and posting of all meetings to discuss the identified needs, potential solutions and solution priorities.
3. All citizens, particularly low and moderate-income citizens, shall be afforded the opportunity to serve on various community improvement task forces established by the City of David City, NE.

B. Access to Meetings, Information and Records

Notice of public meetings conducted by the City of David City, NE shall be published or posted within a reasonable number of days prior to such meetings.

Agendas of all such meetings shall be available at the City Hall for public inspection.

All meetings where CDBG projects or applications are to be discussed shall be published or posted for three days prior to such meetings and all information and records concerning such CDBG projects or applications shall be available for public inspection at the City Hall.

All meetings will be held at a time and City Hall convenient to potential or actual beneficiaries which will be accessible to all citizens. The building and site will also be accessible to persons with disabilities.

C. Specific CDBG Project Information

All citizens shall be provided with information regarding specific CDBG projects through public meetings and publication of notices which provide all pertinent information regarding any CDBG project including, but not limited to:

1. The amount of CDBG funds expected to be made available to the City of David City, NE for the current fiscal year, including CDBG funds and anticipated program income;
2. The specific range of activities that may be undertaken with CDBG funds;
3. The estimated amount of CDBG funds to be used for activities that will meet the national objective of benefit to low- and moderate-income persons, and;
4. A description of any proposed CDBG funded activities that are likely to result in displacement of persons along with the City of David City, NE anti-displacement and relocation plans.

D. Provisions for Technical Assistance to Citizens

The City Clerk shall maintain current information of available resources for community improvement efforts and CDBG programs available and provide such information upon request by any citizen or group representing any citizen or group of citizens and the City Clerk shall provide assistance in developing proposals to address issues, problems and needs identified by such citizen or citizens.

E. Public Hearing on CDBG Activities

The City of David City, NE shall enact a minimum of two (2) public hearings to be conducted with regard to any CDBG activity to obtain citizen input, comments or opinions regarding the application and the status of the implementation of the project.

Conduct at least one public hearing on the activities proposed in the application. The hearing must include:

- How the need for the activities were identified;
- How the proposed activities will be funded and the sources of funds;
- Requested amount of federal funds;
- Estimated portion of federal funds that will benefit low-and moderate-income persons;
- Where the proposed activities will be conducted;
- Plans to minimize displacement of persons and businesses resulting from funded activities;
- Plans to assist persons actually displaced; and
- The nature of the proposed activities.

Conduct at least one public hearing on the status of funded activities. The hearing must include a review of the following:

- General description of accomplishments to date;
- Summary of expenditures to date;
- General description of the remaining work; and
- General description of changes made to the project budget, performance targets, activity schedules, scope, location, objectives, or beneficiaries.

The City Clerk shall act as the contact person for all questions, comments or concerns expressed by any citizen with regard to any CDBG program or project and shall forward any such questions, comments or concerns to the City of David City, NE at the next regular meeting of the City of David City, NE immediately following expression of such questions, comments or concerns. The City Clerk shall also be responsible for transmitting the City of David City, NE response to any such question, comment or concerns to the citizen or citizens expressing the same.

F. Needs of Non-English-Speaking Citizens

The City of David City, NE shall conduct the public hearings in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate, the City Clerk shall arrange for oral or written translation of information regarding any CDBG program, application or project upon request by such non-English speaking persons or representatives of such persons.

G. Compliance/Grievance Procedures

The City Clerk shall post a notice at the City Hall that provides name, telephone number, address, and office hours of the City of David City, NE for citizens who wish to file a complaint or grievance regarding any CDBG program, project or application.

Individuals wishing to submit a complaint or file a grievance concerning activities, of or application for, CDBG funds may submit a written complaint or grievance to the City Clerk.

The City Clerk shall present such complaint or grievance to the City Hall at the next regular meeting of the City of David City, NE, where it be reviewed by the Board members. The individual submitting such complaint or grievance shall be notified of such meeting and shall be given the opportunity to make further comments at such meeting. The City of David City, NE shall issue a written response to any complaint or grievance within fifteen (15) days following the meeting at which a response is formulated. Such response shall be mailed to the individual citizen(s) submitting the complaint or grievance by the City Clerk to the last known address of said citizen(s).

In the event that the nature of the complaint or grievance is determined to be a matter requiring immediate action, a special meeting of the City of David City, NE shall be called to review the matter within ten (10) days of receipt of such complaint or grievance.

H. Adoption

This Citizen Participation Plan is hereby adopted by action of the City Council of City of David City, Nebraska.

Signed:

 - Mayor David City

Chief Elected Official: Alan Zavodny, Mayor



Attest: City Clerk, Tami Comte

Date 9-07-2022

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Exhibit D: Residential Anti-Displacement & Relocation Assistance Plan

RESIDENTIAL ANTI-DISPLACEMENT & RELOCATION ASSISTANCE PLAN

The City of David City, NE will replace all occupied and vacant occupiable low-moderate-income dwelling units demolished or converted to a use other than as low-moderate-income housing as a direct result of activities assisted with Community Development Block Grant (CDBG) funds provided under the Housing and Community Development Act of 1974, as amended.

All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City of David City, NE will make public and submit to DED the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low-moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low-moderate-income dwelling unit for at least ten (10) years from the date of initial occupancy.

The City of David City, NE will provide relocation assistance, according to either the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24) or 24 CFR 570.496a(c) to each low/moderate-income family displaced by the demolition of housing, or the conversion of a low-moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the CDBG program, the City of David City, NE will take the following steps to minimize the displacement of persons from their homes:

Maintain current data on the occupancy of houses in areas targeted for CDBG assistance.

1. Review all activities prior to implementation to determine the effect, if any, on occupied residential properties.
2. Include consideration of alternate solutions when it appears an assisted project will cause displacement, if implemented.
3. Require private individuals and businesses to consider other alternatives to displacement causing activities, if they are requesting CDBG assistance.

Signed _____

Title Mayor

Date 9-07-2022

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Exhibit K1b: Waiver of Procurement Process Request

OFFICIALS OF THE GRANTEE ACTING IN THEIR OFFICIAL CAPACITY THROUGH AN INTERLOCAL AGREEMENT WITH THE ECONOMIC DEVELOPMENT DISTRICT

The City of David City, NE (Applicant) hereby assures and certifies to the Nebraska Department of Economic Development (Department) regarding an application for Community Development Block Grant (CDBG) funds, the following:

1. Applicant has reviewed [2 CFR Part 200 Subpart D](#) which sets forth the standards that are applicable to procurement for federal grants and cooperative agreements and sub-awards to the State, local and Indian tribal governments.
2. Applicant has reviewed the [Nebraska Statute 13-1904](#). Development District, duties which are defined as:
"A development district shall, as directed by its policy board, serve as a regional resource center and provide planning, community, and economic development, and technical assistance to local governments which are members of the district and may provide assistance to industrial development organizations, tourism promotion organizations, community development groups, and similar organizations upon request."
3. City of David City, NE is a member of Southeast Nebraska Development District. A letter from SENDD, certifying that the City is a current member in good standing is enclosed.
4. The project activity directly relates to the official capacity of the development district to deliver the following activities (check all that apply):
 - Construction Management
 - General Administration

A description of the staff capacity to deliver the above indicated services is provided within AmpliFund.

Applicant hereby certifies that it will comply with the above stated assurances.



Chief Elected Official Signature

Alan Zavodny, Mayor

Chief Elected Official Printed Name, Title

9-07-2022


Date

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT**

CERTIFICATION OF CHIEF ELECTED OFFICIAL FOR APPLICATION

I, Alan Zavodny hereby certify that I am the chief elected officer of the City of David City, Nebraska, a local government requesting CDBG funds ("Applicant"), and do further certify that, to the best of my knowledge and belief, data, and information in this application are true and correct, including any commitment of local or other resources. This application has been duly authorized by the governing body of the Applicant following an official public hearing. This Applicant will comply with all federal and state requirements governing the use of CDBG funds.

Signature in Blue Ink



Mayor, Alan Zavodny

Date Signed

9-7-2022

Attestor Signature in Blue Ink



City Clerk, Tami Comte

Date Signed

9-7-2022

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 17-2022 Authorizing the Execution of all Contracts, Documents, or Other Memoranda between the City of David City and the Nebraska Department of Economic Development to Accept an Awarded Grant (Exhibit B). 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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Exhibit B: Authorizing Resolution

RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR CDBG FUNDS

Whereas, the City of David City, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as amended for Small Cities Community Development Block Grant Program, and,

Whereas, the City of David City, Nebraska, has obtained its citizens' comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application and received favorable public comment respecting the application which for an amount of \$435,000 to implement a downtown revitalization program that will assist to eliminate slum and blight conditions on an area-wide basis, through commercial rehabilitation of privately-owned properties, including activities such as façade improvements, and repairs necessary for correction of code violations; as well as any public infrastructure improvements needed for ADA compliance; and,

NOW, THEREFORE, BE IT RESOLVED BY

The City Council of the City of David City, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between City of David City and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.



Chief Elected Official Signature

Alan Zavodny, Mayor

Chief Elected Official Printed Name, Title

9-07-2022

Date

Mayor Zavodny stated that the next item on the agenda was consideration of purchasing a mini excavator.

Council member Tom Kobus stated that Council member Pat Meysenburg, John Kobus and himself went to Lincoln to look at the mini excavator and they felt that this would be an asset with all of the projects that the City has on the horizon.

Jake with A1 Iron explained that the machine has a five year or five-thousand-hour warranty and that they do all of the repairs in the field. He explained that the City staff would be responsible for routine maintenance. They would come out to train the City staff how to operate the machine and how to do the maintenance. It will take roughly thirty days to get the machine.

Council member Jessica Miller made a motion to approve the bid of A1 Iron for a Sany excavator with the addition of a compactor. 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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A1 IRON CORP

12239 Valley Ridge Rd, Papillion, NE 68046 Phone 402.625.7876

Customer Information

QUOTE

Name:	CITY OF DAVID CITY	Date:	9/1/2022
Address:	593 N FIFTH ST	Invoice No:	TBD
City:	DAVID CITY	State:	NE
		Zip:	68632
Phone:	402-367-8371	Email:	TCOMTE@DAVIDCITYNE.COM
Contact:	TOM KOBUS	Terms:	
Ship To:	ABOVE ADDRESS	Salesman:	JAKE
		Phone No:	402-699-1457

Quantity	Description	Unit Price	TOTAL
1	NEW 2022 SANY SY60C EXAVATOR	\$63,645.25	63,645.25
			0.00
1	QUICK HITCH COUPLER INSTALLED	\$872.00	872.00
			0.00
1	MAIN PIN THUMB INSTALLED	\$3,200.00	3,200.00
			0.00
1	24" QUICK HITCH BUCKET WITH TEETH	\$957.75	957.75
			0.00
1	36" QUICK HITCH BUCKET WITH TEETH	\$1,976.00	1,976.00
			0.00
1	SOOSAN 640 23.5" PLATE COMPACTOR WITH TOP AND HOSES	\$8,995.00	8,995.00
			0.00
	MACHINE COMES STANDARD WITH A 5 YEAR OR 5000 HOUR FULL MACHINE FACTORY WARRANTY		0.00
			0.00
			0.00
			0.00
	Initial and Date		0.00
			0.00

SubTotal	\$79,646.00
Shipping	\$0.00
GOVERNMENT 0.00%	\$0.00
TOTAL SALE	\$79,646.00
LESS DOWN PAYMENT	\$0.00
AMOUNT TO BE FINANCED	\$79,646.00

Office Use Only

Payment Amount:	
Date Received:	

We greatly appreciate your business. Please let us know if there is anything else we may assist you with.

A1 IRON CORP

DISCLAIMERS. THE PARTIES AGREE THAT (A) THE BUYER HAS HAD A FAIR OPPORTUNITY TO EXAMINE THE EQUIPMENT AND HAS EXAMINED OR WAIVED THE OPPORTUNITY TO EXAMINE THE EQUIPMENT, (B) THE EQUIPMENT IS BEING PURCHASED BY BUYER ON AN "AS IS, WHERE IS" BASIS WITH NO REPRESENTATION, WARRANTY OR GUARANTEE OF CONDITION OR PERFORMANCE WHATSOEVER, EXPRESSED OR IMPLIED, HAVING BEEN MADE BY SELLER, BEYOND THE IDENTIFICATION OF THE EQUIPMENT SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, OR AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER CONCERNING THE EQUIPMENT, ITS USE OR ITS PERFORMANCE, (C) THE EQUIPMENT IS DESCRIBED FOR THE SAKE OF IDENTIFICATION ONLY, AND THIS AGREEMENT SHALL NOT BE A "SALE BY DESCRIPTION" BECAUSE OF THE USE OF SUCH DESCRIPTION, AND (D) ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE INSPECTION, DELIVERY, PICK-UP, PURCHASE OR USE OF THE EQUIPMENT OR ARISING FROM BUYER'S INABILITY TO USE THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FOR ANY OTHER CAUSE, SHALL BE THE SOLE RESPONSIBILITY OF BUYER, AND IT SHALL INDEMNIFY SELLER FOR ANY SUCH ITEMS. ALL PARTS PURCHASED ARE NON-RETURNABLE AFTER 30 DAYS FROM DATE OF INVOICE.

LIMITATION OF LIABILITIES. BUYER ASSUMES ALL LIABILITY RELATED TO THE USE OF THE EQUIPMENT AND SELLER SHALL NOT BE LIABLE FOR USE OF THE EQUIPMENT BY BUYER OR ANY THIRD PARTY. BUYER SHALL INDEMNIFY AND HOLD SELLER, ITS PARENT, SUBSIDIARIES, AFFILIATES, EMPLOYEES, CONSULTANTS AND REPRESENTATIVES HARMLESS FROM ANY LOSS, DAMAGE, CLAIM, COST OR EXPENSE (INCLUDING ATTORNEYS FEES) DIRECTLY OR INDIRECTLY ARISING FROM THE INSPECTION, PICK-UP, PURCHASE, DELIVERY, OR USE OF THE EQUIPMENT OR ARISING FROM BUYER'S INABILITY TO USE THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FOR ANY OTHER CAUSE.

Buyer Signature

Date

Dealer Signature

Date



**SANY America, Inc. LIMITED
WARRANTY CERTIFICATE SANY**
Excavators and Wheel Loaders

Introduction: Thank you for purchasing a SANY Product. SANY is a premier manufacturer of Construction equipment in the world. As part of our commitment to quality and reliability, SANY America Inc. ("SANY") provides you warranty coverage for your new SANY product. The terms and conditions stated herein apply to all Excavators and Wheel Loaders invoiced to dealers between March 2017 and up to and including 2021 model year machines.

Limited Warranty Start Date: The Limited Warranty Start Date of a SANY Product is whichever of the following occurs first: the date of initial sale to an end use customer; the date of initial lease or rental; surpassing first 100 hours of demonstration service; the first day of the 16th month following wholesale to a SANY Dealer or SANY direct sale customer; the wholesale transfer date from one SANY Dealer or SANY direct sale customer to another; or any other disposition of SANY Products which SANY may deem a retail or "first in the dirt" transaction. Once the Limited Warranty has commenced, it shall continue without interruption until its expiration, as specified under the Limited Warranty Period and as described herein. The warranty Start Date cannot be altered once it is initiated.

SANY'S Limited Warranty:

This Limited Warranty only applies to SANY Products first sold in the United States or Canada. Export or removal from the United States or Canada of any covered SANY Product will void this warranty. SANY's obligations under this Limited Warranty are only to repair or replace, at its sole discretion, any part(s) of the SANY Product or the SANY Product itself, if found to be defective by SANY in materials or workmanship; provided that SANY is notified of such a defect(s) within the applicable warranty period and given a reasonable amount of time to correct the defect. Any warrantable defect must occur during approved standard use of the SANY Product and within the warranty coverage period. Only SANY original and genuine parts or parts approved by SANY may be used for such repairs.

SANY, or its agents, reserve the **right to inspect** the Buyer's SANY Product to determine if a defect in materials or workmanship exists prior to the commencement of any covered repair. It is the Customer's responsibility to deliver the SANY Product to a SANY Dealer.

This Limited Warranty constitutes SANY's entire and exclusive warranty as to the product and it is the sole and exclusive remedy for product defects in materials and workmanship. SANY does not make or assume, (and has not authorized any other person to make or assume on its behalf), any other warranty or incur any liability in connection with any products covered by this Limited Warranty.

Engine Warranty

During the first 24 months/2000 hours from date of Commissioning, your SANY dealer will assist you with contacting engine manufacturers' authorized dealers to arrange for repairs of warrantable failures to the engine assembly. Warrantable engine failures that



may occur between above-referenced time/hour term and the end of the SANY Limited warranty for the engine are covered directly by SANY.

Engine manufacturers or SANY are not responsible for failures or damage resulting from abuse or neglect, including, but not limited to: operation without adequate coolant or lubricants, over fueling; over speeding; lack of maintenance of lubrication, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the engine. Manufacturers or SANY are also not responsible for failures caused by incorrect oil or fuel or by water, dirt or other contaminants in the fuel or oil. Before a claim for excessive oil consumption will be considered, owner must submit adequate documentation to show that consumption exceeds manufacturer published standards.

Engine manufacturers or SANY do not cover wear or wear out of covered parts. Engine Manufacturers are not responsible for incidental or consequential damages. Refer to the Engine Manufacturer's Warranty Policy for details of their coverage as well as for the details of the Engine Manufacturer's applicable Emissions Warranty coverage.

SANY will apply the Engine Manufacturer's terms of coverage, as stated in the applicable Engine Manufacturer's Limited Warranty, for any claims submitted to SANY under the terms of this Warranty Certificate.



Limited Warranty Period: The Limited Warranty period for covered SANY Products shall be the following, whichever first occurs, for each type of SANY Product, beginning from the Start Date as set forth herein. The following terms apply to all Excavators and Wheel Loaders invoiced to dealers between March 2017 and up to and including 2021 model year machines.

Equipment Type	Coverage Period	Operating Hour Limitations	Exclusions/Comments
Base Construction Equipment Machine	60 months	5,000 hours	Whichever occurs first. Does not cover attachments, tools, accessories, parts not included in OEM installation
Engine	60 months	5,000 hours	Warrantable defects during the first 24 months or 2,000 hours of this limited warranty are covered by the engine manufacturer.* Months 25-60, or hours 2,001-5,000, are to be claimed to SANY. All repairs are to be performed by an authorized dealer of the engine manufacturer.
Attachments sold by SANY to SANY authorized dealers or customers directly ("ATTACHMENTS")	12 months	1,000 hours**	e.g. Breakers, Sweeper Collectors, Patch Planers, Grabs, Buckets, and Compaction Plates etc.; are covered by the respective manufacturer or supplier; **refer to their specific coverage details.
Kits for ATTACHMENTS	6 months	Unlimited	e.g. hammer line kits, windshield protection kit, etc. If installed by customer
	12 months	Unlimited	If installed by an authorized SANY dealer
Tool connection hoses and hydraulic couplings	3 months	Unlimited	Only if installed by an authorized SANY dealer; otherwise none
SANY Parts	6 months (from date of retail sale)	Unlimited	If sold independently, not as part of original OEM installation and not part of a warranty repair
	For the remainder of the warranty period of the subject machine		If installed as part of a warranty repair by an authorized SANY dealer and subject to the following limitations:
	Where within the Limited Warranty period of a SANY Product, a SANY Part is replaced with a new SANY Part; the warranty with respect to the new SANY Part shall not exceed the un-expired portion of the warranty period of the original SANY Product except as noted in the above sections		

* refer to the Engine manufacturer's applicable warranty statement for details of coverage terms and conditions



What this Limited Warranty Covers: This Limited Warranty is limited in application to new and unused SANY Products only. This Limited Warranty applies only when the SANY Product has been properly maintained and operated under normal use and service, according to SANY specifications and recommendations and as outlined in the SANY Operator Manual.

What this Limited Warranty Does Not Cover: For any repairs or parts not covered by this Limited Warranty, SANY shall have no obligation to pay for such repairs or parts and SANY will be relieved of responsibility for fulfillment of this warranty with respect to such repairs, alterations, replacements or parts.

This Limited Warranty does not extend to parts, equipment and attachments not sold by SANY to an authorized dealer or directly to a Customer or to defects in parts, equipment, attachments, materials, components or services manufactured or furnished by third parties.

This warranty shall become void if a covered SANY product is declared a total loss by SANY or any insurance company covering a SANY Product under this warranty.

This warranty does not extend to any of the following: Damage or defects caused by or arising from accidents, fire, frost, any type of flood or flooding, natural disasters, abuse, improper adjustment, negligence, chemical reactions, the presence of abrasive materials, operation of the SANY Product beyond its rated capacity, the improper use or the improper maintenance, the use of filters, oils or lubricants that do not meet or exceed manufacturer specifications, or the use of parts or products other than those specified by SANY for required maintenance or application of the SANY Product, or alterations to the SANY Product. This Limited Warranty does not cover repairs or any parts replaced by anyone other than SANY or an entity authorized by SANY in accordance with authorized service manuals or instructions; or repairs made or parts replaced with any parts, accessories or attachments not authorized by SANY for use in its Products.

Damage which occurs from continued operation after a failure may not be covered by this Limited Warranty.

This Limited Warranty shall not apply to routine maintenance items and minor adjustments, wear or wear out of covered parts, any wear and tear items, including but not limited to clutch and brake linings, filters (air, fuel, oil), light bulbs, window glass, lubricants and coolants (unless used during a covered repair), belts, cutting blades and tines, bucket teeth, injector nozzles, tires and tracks. Certain components such as: work equipment (attachments), tires and batteries, which may be installed in or affixed to the SANY Product, are not manufactured or warranted by SANY. Any applicable warranty for such components is provided through the original manufacturer of the component or its distributor organization.

LIMITATIONS:

YOUR SANY LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS. UNDER NO CIRCUMSTANCES SHALL SANY BE LIABLE TO A CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF ANY DEFECT OF THE PRODUCT OR ANY REPAIR, OR ARISING OUT OF ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED.

SANY'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE THE PURCHASE PRICE PAID TO SANY WITH RESPECT TO THE PRODUCT FOR WHICH THE LIMITED WARRANTY IS CLAIMED.

SANY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED



WARRANTIES OR CONDITIONS, STATUTORY OR OTHERWISE, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF IMPLIED WARRANTIES OR ONLY ALLOW THE LIMITATION TO THE DURATION OF THE WARRANTY. ACCORDINGLY, THE FOREGOING LIMITATION MAY NOT APPLY TO YOU OR MAY ONLY APPLY TO THE EXTENT PERMITTED BY LAW IN YOUR JURISDICTION.

Additional Exclusions:

This Limited Warranty shall be void if: the warranty start date cannot be clearly established; the SANY Dealer or Customer fails to provide oil samples as specified by the SANY Oil Analysis Program; any name or number plates or other identification marks in the SANY Product have been removed or defaced; upon the occurrence of any incident involving any product made by SANY and resulting in any personal injury or property damage, the Customer or authorized SANY dealer fails to notify SANY within forty-eight (48) hours of such an occurrence or fails to permit SANY or its representatives to have immediate access to said product and all records of or within the control of the Customer or Dealer relating the product and occurrence.

Customer Responsibilities under this Limited Warranty:

Maintain the SANY Product in accordance with the regular maintenance requirements as detailed in the Operator's & Maintenance Manual; upon request by SANY or its authorized dealers, provide proof or evidence that the maintenance requirements have been followed; operate the SANY Product in a safe manner, and use it only for the purpose for which it was designed; cease operating the SANY Product if a defect in materials or workmanship occurs and if continued operation may cause additional damages; release the SANY Product for applicable services and warranty services; use only genuine SANY parts, or parts of equivalent quality authorized in advance by SANY; make the SANY Product available immediately for warranty repairs at the facility of a SANY Dealer; ensure that only fully trained and qualified personnel carry out any services, maintenance or repairs; ensure that only fully trained and qualified personnel operate the SANY Product; ensure warranty commissioning report is filed by your Dealer; and complete the applicable commissioning procedure and submit applicable documents to SANY.

How to Obtain Warranty Service: In the event of a defect occurring on a SANY Product, promptly contact your nearest SANY authorized dealer specifying the following: the full particulars of the alleged defect, the machine identification number, the number of operating hours of the SANY Product, the Warranty Start date, and the date and location the alleged defect became apparent.

Transferability: Upon selling a SANY Product still covered under this Limited Warranty, contact your authorized SANY Dealer or SANY America, Inc. within 15 days of the sale date. Upon receipt of the above information, SANY will confirm the applicable remaining warranty coverage. A transfer of warranty coverage for machines purchased at auctions or machines obtained from or considered salvage is not possible.

Council member Bruce Meysenburg made a motion to approve Certificate of Payments #1 and #2 in the amount of \$9,064.80 and \$189,875.93, respectively, for M.E. Collins for the Municipal Paving Improvements. Council Member Jessica Miller 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: 1



Date of Issuance: June 22, 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: \$10,072.00

Original Contract Cost: \$1,848,434.00
 Approved Change Orders:
 No. 1 \$0.00
 No. 2 \$0.00
 No. 3 \$0.00
 Total Contract Cost: \$1,848,434.00

Value of completed work and materials stored to date \$10,072.00
 Less retainage percentage 10% \$1,007.20
 Net amount due including this estimate \$9,064.80
 Less: Estimates previously approved:

No. 1 \$0.00 No. 3 \$0.00 No. 5 \$0.00
 No. 2 \$0.00 No. 4 \$0.00 No. 6 \$0.00


Total Previous Estimates: \$0.00

NET AMOUNT DUE THIS ESTIMATE: \$9,064.80

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: 

Gene Lilly Surety Bonds Inc.

735 S. 56th Street
 Lincoln, NE 68510
 Phone: 402-475-7700
 www.glsbinc.com

JUN 17 2022

Invoice

Date	Invoice #
6/13/2022	70409

BILL TO:
M E COLLINS CONTRACTING PO BOX 83 WAHOO, NE 68066

Due Date	7/28/2022
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OWNER/OBLIGEE:

CITY OF DAVID CITY
 BOND: 144292

430

Description	Amount
MUNICIPAL PAVING IMPROVEMENTS - DAVID CITY	10,072.00



Total	\$10,072.00
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Thank you for your business!

CERTIFICATE OF PAYMENT: 2



Date of Issuance: August 11, 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: \$210,973.25

Original Contract Cost: \$1,848,434.00
 Approved Change Orders:
 No. 1 \$0.00
 No. 2 \$0.00
 No. 3 \$0.00
 Total Contract Cost: \$1,848,434.00

Value of completed work and materials stored to date \$221,045.25
 Less retainage percentage 10% \$22,104.53
 Net amount due including this estimate \$198,940.73

Less: Estimates previously approved:

No. 1 <u>\$9,064.80</u>	No. 3 <u>\$0.00</u>	No. 5 <u>\$0.00</u>
No. 2 <u>\$0.00</u>	No. 4 <u>\$0.00</u>	No. 6 <u>\$0.00</u>

Total Previous Estimates: \$9,064.80

NET AMOUNT DUE THIS ESTIMATE: \$189,875.93

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.
 2

Project: Municipal Paving Improvements, David City, Nebraska - 2022
 Contractor: M.E. Collins Contracting Co., Inc.

Project #: 021-07066
 Date: 8/11/2022

ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN H OR J)	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						
1	Mobilization/Demobilization	L.S.	1	\$92,857.00	\$92,857.00	0.11	\$10,072.00	0.39	\$36,356.50	0.50	\$46,428.50	50%	\$46,428.50	\$4,642.85	
2	Build 8" Concrete Pavement w/Integral Curb	S.Y.	12166	\$73.00	\$888,118.00	0.00	\$0.00	0.00	\$0.00	0.00	\$888,118.00	0%	\$888,118.00	\$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	\$56,871.00	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	\$78,090.00	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	\$6,968.00	0%	\$6,968.00	\$0.00	
6	Detachable Warning Panel	S.F.	160	\$51.00	\$8,160.00	0.00	\$0.00	0.00	\$0.00	0.00	\$8,160.00	0%	\$8,160.00	\$0.00	
7	Build 3" Crushed Rock Driveway	TONS	34.4	\$61.00	\$2,096.40	0.00	\$0.00	0.00	\$0.00	0.00	\$2,096.40	0%	\$2,096.40	\$0.00	
8	Build Area Inlet	EA.	8	\$3,933.00	\$31,464.00	0.00	\$0.00	0.00	\$0.00	0.00	\$31,464.00	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	\$47,136.00	0%	\$47,136.00	\$0.00	
10	Build Storm Sewer Manhole	EA.	11	\$6,630.00	\$73,029.00	0.00	\$0.00	0.00	\$0.00	0.00	\$73,029.00	0%	\$73,029.00	\$0.00	
11	Build Concrete Collar	EA.	1	\$3,976.00	\$3,976.00	0.00	\$0.00	0.00	\$0.00	0.00	\$3,976.00	0%	\$3,976.00	\$0.00	
12	Build 16" flared end section	EA.	2	\$1,234.00	\$2,468.00	0.00	\$0.00	0.00	\$0.00	0.00	\$2,468.00	0%	\$2,468.00	\$0.00	
13	Build 24" round equivalent flared end section	EA.	13	\$1,423.00	\$18,499.00	0.00	\$0.00	0.00	\$0.00	0.00	\$18,499.00	0%	\$18,499.00	\$0.00	
14	Build storm sewer tap	EA.	1	\$4,104.00	\$4,104.00	0.00	\$0.00	0.00	\$0.00	0.00	\$4,104.00	0%	\$4,104.00	\$0.00	
15	Install 15" storm sewer pipe	L.F.	459	\$84.00	\$29,376.00	0.00	\$0.00	0.00	\$0.00	0.00	\$29,376.00	0%	\$29,376.00	\$0.00	
16	Install 16" storm sewer pipe	L.F.	2293	\$67.00	\$153,631.00	0.00	\$0.00	0.00	\$0.00	0.00	\$153,631.00	0%	\$153,631.00	\$0.00	
17	Install 24" round equivalent storm sewer pipe	L.F.	190	\$133.00	\$25,270.00	0.00	\$0.00	0.00	\$0.00	0.00	\$25,270.00	0%	\$25,270.00	\$0.00	
18	Build fire hydrant assembly	EA.	2	\$7,799.00	\$15,598.00	0.00	\$0.00	0.00	\$0.00	0.00	\$15,598.00	0%	\$15,598.00	\$0.00	
19	Reconstruct 1" water services	EA.	1	\$265.00	\$265.00	0.00	\$0.00	0.00	\$0.00	0.00	\$265.00	0%	\$265.00	\$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	\$7,692.00	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	\$3,479.00	0%	\$3,479.00	\$0.00	
22	Adjust fire hydrant to grade	EA.	2	\$1,222.00	\$2,244.00	0.00	\$0.00	0.00	\$0.00	0.00	\$2,244.00	0%	\$2,244.00	\$0.00	
23	Adjust valve to grade	EA.	7	\$432.00	\$3,024.00	0.00	\$0.00	0.00	\$0.00	0.00	\$3,024.00	0%	\$3,024.00	\$0.00	
24	Adjust curb stop to grade	EA.	6	\$494.00	\$2,920.00	0.00	\$0.00	0.00	\$0.00	0.00	\$2,920.00	0%	\$2,920.00	\$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	\$1,575.00	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	\$840.00	0%	\$840.00	\$0.00	
27	Remove pavement	S.Y.	7683	\$11.00	\$84,293.00	0.00	\$0.00	6,618.00	\$72,798.00	6,618.00	\$72,798.00	86%	\$11,495.00	\$7,279.80	
28	Remove driveway	S.Y.	664	\$21.00	\$13,944.00	0.00	\$0.00	150.00	\$3,150.00	150.00	\$3,150.00	23%	\$10,794.00	\$315.00	
29	Remove sidewalk	S.Y.	70	\$21.00	\$1,470.00	0.00	\$0.00	0.00	\$0.00	0.00	\$1,470.00	0%	\$1,470.00	\$0.00	
30	Remove storm sewer pipe	L.F.	1156	\$12.00	\$13,860.00	0.00	\$0.00	0.00	\$0.00	0.00	\$13,860.00	0%	\$13,860.00	\$0.00	
31	Remove flared end section	EA.	2	\$308.00	\$616.00	0.00	\$0.00	0.00	\$0.00	0.00	\$616.00	0%	\$616.00	\$0.00	
32	Remove and salvage fire hydrant	EA.	2	\$1,283.00	\$2,566.00	0.00	\$0.00	0.00	\$0.00	0.00	\$2,566.00	0%	\$2,566.00	\$0.00	
33	Remove fence	L.F.	442	\$8.00	\$3,536.00	0.00	\$0.00	442.00	\$3,536.00	442.00	\$3,536.00	100%	\$0.00	\$353.60	
34	Remove tree	EA.	3	\$2,731.00	\$8,193.00	0.00	\$0.00	3.00	\$8,193.00	3.00	\$8,193.00	100%	\$0.00	\$819.30	
35	Remove and reset mailbox	EA.	15	\$526.00	\$7,875.00	0.00	\$0.00	0.00	\$0.00	0.00	\$7,875.00	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	\$17,238.00	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	\$2,529.00	0%	\$2,529.00	\$0.00	
38	Erosion control mat, class 1D	S.Y.	2498	\$2.20	\$5,429.60	0.00	\$0.00	0.00	\$0.00	0.00	\$5,429.60	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	\$4,386.00	0%	\$4,386.00	\$0.00	
40	General clearing and grubbing	L.S.	1	\$7,159.00	\$7,159.00	0.00	\$0.00	0.50	\$3,579.50	0.50	\$3,579.50	50%	\$3,579.50	\$357.95	
41	Earthwork	L.S.	1	\$36,347.00	\$36,347.00	0.00	\$0.00	0.75	\$27,260.25	0.75	\$27,260.25	75%	\$9,086.75	\$2,726.03	
42	Over-excavation	C.Y.	6000	\$5.00	\$30,000.00	0.00	\$0.00	4,500.00	\$22,500.00	4,500.00	\$22,500.00	76%	\$7,500.00	\$2,250.00	
43	Import	C.Y.	4100	\$12.00	\$49,200.00	0.00	\$0.00	2,800.00	\$33,600.00	2,800.00	\$33,600.00	68%	\$15,600.00	\$3,360.00	
					\$1,848,434.00		\$10,072.00		\$210,973.25		\$221,045.25		\$1,627,388.75	\$22,104.53	
	Change Order				\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	\$0.00	\$0.00	
	Contract Total				\$1,848,434.00		\$10,072.00		\$210,973.25	\$0.00	\$221,045.25	12%	\$1,627,388.75	\$22,104.53	

Original Contract	\$1,848,434.00
+ CO 1	\$0.00
+ CO	\$0.00
+ CO	\$0.00
Total Contract to Date	<u>\$1,848,434.00</u>
Total Work Completed to Date	\$221,045.25
Total Materials Stored to Date	\$0.00
Total Value completed & Stored to Date	\$221,045.25
- Retainage	\$22,104.53
Net Total Due Less Retainage	\$198,940.73
- Pay AP 1	\$9,064.50
- Pay AP	\$0.00
- Pay AP	\$0.00
- Pay AP	\$0.00
- Pay AP	\$0.00
- Pay AP	\$0.00
- Total Previous	\$9,064.50
Net Amount Due This Estimate	\$189,876.93

Footnotes:



PROGRESS ESTIMATE

Date: 11-Aug-22

Project: MUNICIPAL PAVING IMRP DAVID CI

Collins Project No: 222630

To: City of David City

Contractor Estimate No.: 2

Attn: Olsson - Dave Ziska

Original Contract Amount: \$ 1,848,434.00

Item	Description	Contract Qty	Qty To Date	Unit Price	Amount
1	MOBILIZATION/DEMOBILIZATION	1 LS	0.50	\$ 92,857.00	\$ 46,428.50
2	BUILD 8" CONCRETE PAVEMENT W/INJ	12166 SY	0.00	\$ 73.00	\$ -
3	BUILD 6" CONCRETE DRIVEWAY	801 SY	0.00	\$ 71.00	\$ -
4	BUILD 4" CONCRETE DRIVEWAY	1370 SY	0.00	\$ 57.00	\$ -
5	BUILD CONCRETE OUTFALL	104 SY	0.00	\$ 67.00	\$ -
6	DETECTABLE WARNING PANEL	180 SF	0.00	\$ 51.00	\$ -
7	BUILD 3" CRUSHED ROCK DRIVEWAY	34.4 TON	0.00	\$ 61.00	\$ -
8	BUILD AREA INLET	8 EA	0.00	\$ 3,933.00	\$ -
9	BUILD CURB INLET	8 EA	0.00	\$ 5,892.00	\$ -
10	BUILD STORM SEWER MANHOLE	11 EA	0.00	\$ 6,639.00	\$ -
11	BUILD CONCRETE COLLAR	1 EA	0.00	\$ 3,976.00	\$ -
12	BUILD 18" FES	2 EA	0.00	\$ 1,234.00	\$ -
13	BUILD 24" RE FES	13 EA	0.00	\$ 1,423.00	\$ -
14	BUILD STORM SEWER TAP	1 EA	0.00	\$ 4,104.00	\$ -
15	INSTALL 15" STORM SEWER PIPE	459 LF	0.00	\$ 64.00	\$ -
16	INSTALL 18" STORM SEWER PIPE	2293 LF	0.00	\$ 67.00	\$ -
17	INSTALL 24" RE STORM SEWER PIPE	190 LF	0.00	\$ 133.00	\$ -
18	BUILD FIRE HYDRANT ASSEMBLY	2 EA	0.00	\$ 7,799.00	\$ -
19	RECONSTRUCT 1" WATER SERVICES	1 EA	0.00	\$ 285.00	\$ -
20	12" WATER MAIN LOWERING	1 EA	0.00	\$ 7,692.00	\$ -
21	4" WATER MAIN LOWERING	1 EA	0.00	\$ 3,479.00	\$ -
22	ADJUST FIRE HYDRANT TO GRADE	2 EA	0.00	\$ 1,122.00	\$ -
23	ADJUST VALVE TO GRADE	7 EA	0.00	\$ 432.00	\$ -
24	ADJUST CURB STOP TO GRADE	5 EA	0.00	\$ 484.00	\$ -
25	ADJUST MANHOLE TO GRADE - TYPE 1	5 EA	0.00	\$ 315.00	\$ -
26	ADJUST MANHOLE TO GRADE - TYPE 2	2 EA	0.00	\$ 420.00	\$ -
27	REMOVE PAVEMENT	7663 SY	6,618.00	\$ 11.00	\$ 72,798.00
28	REMOVE DRIVEWAY	664 SY	150.00	\$ 21.00	\$ 3,150.00

29 REMOVE SIDEWALK	70 SY	0.00	\$	21.00	\$	-
30 REMOVE STORM SEWER PIPE	1155 LF	0.00	\$	12.00	\$	-
31 REMOVE FES	2 EA	0.00	\$	308.00	\$	-
32 REMOVE & SALVAGE FIRE HYDRANT	2 EA	0.00	\$	1,283.00	\$	-
33 REMOVE FENCE	442 LF	442.00	\$	8.00	\$	3,536.00
34 REMOVE TREE	3 EA	3.00	\$	2,731.00	\$	8,193.00
35 REMOVE & RESET MAILBOX	15 EA	0.00	\$	525.00	\$	-
36 SEEDING	10140 SY	0.00	\$	1.70	\$	-
37 INLET SEDIMENT FILTER	9 EA	0.00	\$	281.00	\$	-
38 EROSION CONTROL MAT, CLASS 1D	2468 SY	0.00	\$	2.20	\$	-
39 BUILD FABRIC SILT FENCE	731 LF	0.00	\$	6.00	\$	-
40 GENERAL CLEARING & GRUBBING	1 LS	0.50	\$	7,159.00	\$	3,579.50
41 EARTHWORK	1 LS	0.75	\$	36,347.00	\$	27,260.25
42 OVER-EXCAVATION	5900 CY	4,500.00	\$	5.00	\$	22,500.00
43 IMPORT	4100 CY	2,800.00	\$	12.00	\$	33,600.00
					\$	-

Previous Requested Amounts:	TOTAL EARNED TO DATE:	\$ 221,045.25
Estimate #1: \$9,064.80	Retainage 10%	\$ (22,104.53)
Estimate #2: \$179,39.83	Other Deductions	\$ -
	NET ESTIMATE TO DATE:	\$ 198,940.73
	Less Previous Requests:	\$ (9,064.80)
	TOTAL DUE THIS ESTIMATE:	\$ 189,875.93

Estimate Prepared by :

Amy Nisley

11-Aug-22

Council member Kevin Woita made a motion to approve entering into closed session at 7:29 p.m. to discuss personnel (the law enforcement agreement with Butler County and the Butler County Sheriff) and pending litigation. 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 stated, "Now, at 7:29 p.m., we are going into closed session to discuss the Law Enforcement Contract between the City of David City and Butler County and pending litigation." Mayor Zavodny, all of the Council members, City Attorney David Levy, and City Clerk Comte went into closed session at 7:29 p.m. City Attorney Lindsay Lundholm attended closed session via Microsoft Teams.

Council member Bruce Meysenburg made a motion to approve coming out of closed session. Council Member Jessica Miller seconded the motion. The motion carried and Mayor Zavodny declared the Council back in open session at 8:30 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 Pat Meysenburg made a motion to adjourn. Council Member Jessica Miller seconded the motion. The motion carried and Mayor Zavodny declared the meeting adjourned at 8:30 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
September 7, 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 September 7, 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