

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF MEETING  
OF THE MAYOR AND CITY COUNCIL OF  
THE CITY OF DAVID CITY, NEBRASKA**

The undersigned members of the governing body of the City of David City, Nebraska, hereby acknowledge receipt of advance notice of a regular meeting of said body and the agenda for such meeting to be held at 7:00 o'clock p.m. on the **14<sup>th</sup> day of August, 2019**, in the meeting room of the City Office, 557 North 4<sup>th</sup> Street, David City, Nebraska.

This agenda is available for public inspection in the office of the City Clerk and may be modified up to twenty-four hours prior to the opening of the meeting.

Dated this 1st day of August, 2019.

**AGENDA AS FOLLOWS:**

1. Roll Call;
  2. Pledge of Allegiance;
  3. Inform the Public about the location of the Open Meetings Act and the Citizens Participation Rules;  

A brief moment of silence in remembrance of Council member Gary D. Smith who passed away on July 31, 2019. (2/6/43 – 7/31/19)
  4. Minutes of the July 24<sup>th</sup>, 2019 meeting of the Mayor and City Council;
  5. Consideration of Progress Estimate #21 for Constructors, Inc. in the amount of \$76,342.93;
  6. Consideration of Pay Estimate #10 to Eriksen Construction Co., in the amount of \$509,051.67 for the Wastewater Treatment Plant Project;
  7. Consideration of Pay Estimate #2 to Midlands Contracting, Inc. in the amount of \$158,316.58 for Sanitary Sewer Rehabilitation;
  8. Consideration of Claims;
  9. Committee and Officer Reports;  

Certificate of Appreciation to Patrick Hoelt.
  10. Consideration of the request by the Sheriff's Department to remove the center parking on "E" Street by their parking entrance;
  11. Consideration of the request by Jared Storm for a cement runway at the Airport;
  12. Consideration of renewing the contract between Building Inspector Ray Sueper and the City;
  13. Discussion / Consideration of the Butler Public Power wheeling charge increase;
- \_\_\_\_\_  
Mayor Alan Zavodny
- \_\_\_\_\_  
Council President Kevin N. Hotovy
- \_\_\_\_\_  
Council member Thomas J. Kobus
- \_\_\_\_\_  
Council member Dana E. Trowbridge
- \_\_\_\_\_  
Council member Patrick J. Meysenburg
- \_\_\_\_\_  
Council member John P. Vandenberg
- \_\_\_\_\_  
Council member Gary D. Smith - deceased
- \_\_\_\_\_  
City Clerk Joan E. Kovar

14. Consideration of Ordinance No. 1320 concerning electric rates; (passed 1<sup>st</sup> reading on 7/24/19)
15. Consideration of the request by the Rural Fire District #9 to remove the 4 eastern most center street parking spaces on "D" Street between 5<sup>th</sup> & 6<sup>th</sup> Street;
16. Consideration of the Nick Schneider road right of way;
17. Consideration of Resolution No. 13 – 2019 approving the execution of an agreement to waive receipt of the non-primary entitlement funds apportioned to the David City Municipal Airport in fiscal year 2017, and transferring the funds to another Nebraska Airport;
18. Consideration of B-D Construction, Invoice No. 13857 in the amount of \$13,370.00, billed to Henningsen Foods to locate a water main;
19. Consideration of the bids received for the engineering services concerning the proposed "O" Street Paving and Drainage Improvements;
20. Discussion concerning the Bone Creek Museum utilizing Stop-Inn's Special Designated Liquor Permit, to provide frozen Margarita's and Mexican Beer in the Park on September 8<sup>th</sup> from 3:30 – 6:30 p.m.
21. Adjourn.

## CITY COUNCIL PROCEEDINGS

August 14, 2019

The City Council of the City of David City, Nebraska, met in open public session in the meeting room of the City Office, 557 North 4<sup>th</sup> Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on August 8<sup>th</sup>, 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 Agendas which are a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agendas, which were kept continuously current in the office of the City Clerk and were available for public inspection during regular office hours. No new items were added to the agendas during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Mayor Alan Zavodny, Council members Kevin Hotovy, Tom Kobus, Dana Trowbridge, John Vandenberg, and Pat Meysenburg, City Attorney Jim Egr, and City Clerk Joan Kovar.

Also present for the meeting were: Dave Ziska of Olsson, Jared Storm, Marianne Long and son Frank, Dr. Victor Thoendel, Nick Schneider, Sheriff Tom Dion, Emergency Manager Mark Doehling, Gary Meister, Fire Chief Matt Hilger, Firemen Joe Birkel and Scott Hoeft, Deputy Clerk Tami Comte, Building Inspector Ray Sueper, Street Supervisor Chris Kroesing, and Interim Water Supervisor Aaron Gustin.

The meeting opened with the Pledge of Allegiance.

Mayor Alan Zavodny informed the public of the "Open Meetings Act" posted on the east wall of the meeting room asked those present to please silence their cell phones.

A moment of silence was held in remembrance of Council member Gary D. Smith who passed away on July 31, 2019 (2/6/43 – 7/31/19), and previous Council member Michael E. Rogers who passed away on July 27, 2019 (1/20/54 – 7/27/19).

The minutes of the July 24, 2019 meeting of the Mayor and City Council were approved upon a motion by Council member Trowbridge and seconded by Council member Meysenburg. Voting AYE: Council members Hotovy, Kobus, Vandenberg, Trowbridge, and Meysenburg. Voting NAY: None. The motion carried.

Council member Hotovy made a motion to approve Progress Estimate #21 for Constructors, Inc., in the amount of \$76,342.93. Council member Vandenberg seconded the motion. Voting AYE: Council members Meysenburg, Trowbridge, Kobus, Vandenberg, and Hotovy. Voting NAY: None. The motion carried.

Council member Trowbridge made a motion to approve Pay Estimate #10 to Eriksen Construction Co., in the amount of \$509,051.67 for the Wastewater Treatment Plant Project. Council member Kobus seconded the motion. Voting AYE: Council members Hotovy, Meysenburg, Vandenberg, Kobus, and Trowbridge. Voting NAY: None. The motion carried.

Council member Kobus made a motion to approve Pay Estimate #2 to Midlands Contracting, Inc. in the amount of \$158,316.58 for the sanitary sewer rehabilitation project. Council member Meysenburg seconded the motion. Voting AYE: Council members Trowbridge, Vandenberg, Hotovy, Meysenburg, and Kobus. Voting NAY: None. The motion carried.

Mayor Zavodny asked for consideration of claims. Council member Hotovy made a motion to authorize the payment of claims and Council member Meysenburg seconded the motion. Voting AYE: Council members Vandenberg, Kobus, Trowbridge, Meysenburg, and Hotovy. Voting NAY: None. The motion carried.

Mayor Zavodny asked for any comments or questions concerning the Committee and Officer Reports.

Building Inspector Ray Sueper stated: "I'm just going to ask City Attorney Egr if he's made any progress on the three or four offenders that we've sent to him on the property maintenance issues."

City Attorney Egr stated: "Well it's just like they don't want to pay attention to anybody; I think we may have to go in Court with them."

Mayor Zavodny stated that he had a Certificate of Appreciation to present to Electric Supervisor Pat Hoelt for 30 years of service to the City of David City, however, Pat was not able to be present.

Council member Vandenberg made a motion to accept the Committee and Officers Reports as presented. Council member Hotovy seconded the motion. Voting AYE: Council members Meysenburg, Kobus, Trowbridge, Hotovy and Vandenberg. Voting NAY: None. The motion carried.

Sheriff Tom Dion was present to request the removal of the center parking on the west end of "E" Street between 4<sup>th</sup> & 5<sup>th</sup> Street, by their parking entrance.

Sheriff Dion stated: "First of all, I would like to introduce our new Emergency Manager Mark Doehling who took over the first of the month."

Mark Doehling stated: "Hopefully we will get everything up and going, and like I say, God forbid anything happens, but one thing that a lot of people don't realize, this is your town and we are here to aid and assist, we aren't here to take over. So, God forbid something does happen, we're going to lean on every one of you guys because this is your town, not mine, not the Sheriff's or Emergency Managements."

Mayor Zavodny stated: "I think the key is we have to communicate and work together like you said; that is exactly the key to this. Ok, let's talk about your parking."

Sheriff Dion stated: "We are requesting just the two closest parking spots to 4<sup>th</sup> Street on "E" be removed so we can get out of our parking lot in case of an emergency. We don't have a problem with going all around the block, but in case something does happen we have two spots that are always filled and it just takes time away from our call. We are just asking for the two closest parking spots to 4<sup>th</sup> street, be removed, just so we can have room to get onto 4<sup>th</sup> Street to go either north or south or where we need to go."

Mayor Zavodny stated: "You know, I understand what you are asking, I guess one of my questions as I was thinking about this issue is, wouldn't it have made more sense to have direct access to the highway from the parking lot?"

Sheriff Dion stated: "We were discussing that when we walked in here, and our issue is because we do have the parallel parking on 4<sup>th</sup> Street, and it comes into a hazard if you have to pull to the south if you have an emergency, who knows, you know how the traffic comes through here. I would like to do that if that is an option, if we could look into that."

Mayor Zavodny stated: "To me, people going into Subway and stuff, and you'd come flying out of there because you have a call and it's important; there's just a lot of stuff that goes on there and parking is kind of at a premium there anyway. At busy times it's parked all along the side towards the chiropractic office, right over here (528 4<sup>th</sup> St.), and I understand what you are asking, it just doesn't seem like that necessarily totally solves our issue here. To me, with an emergency vehicle, direct access to the highway is just the best way to go."

Much discussion followed. Mayor Zavodny stated: "What if we restriped three (3) stalls along the highway, making them vertical (straight) instead of diagonal, and you backed into those and you are just ready to go? Designate them for law enforcement only."

Sheriff Dion stated: "We could look into that too. Those are premium spaces though also because they are filled up during the day."

Mayor Zavodny stated: "I understand, but for emergency reasons, and maybe it's only two (2) stalls. Council, what do you think?"

Council member Kobus asked: "I think it's a good idea. Let them back in the stall and be ready to go. How many parking spaces do you need, two?"

Sheriff Dion stated: "I'd say depending on the shift it could be up to four (4).

Council member Trowbridge stated: "I would look at doing two (2) over there and get two people out on the road in a hurry. The time it takes to go a block is minimal. These are going to be 3<sup>rd</sup> and 4<sup>th</sup> responders. I would put two (2) on the west side of their parking by the Court House, (east side of the highway). Straight is fine. You've still got sirens, lights, guns, and badges, and full right-of-way on the highway. You can do things that I can't do."

Sheriff Dion stated: "That is true but ....."

Mayor Zavodny stated: "It should work in an ideal world. So, two straight shots so they can back in straight and go south or north equally easily then."

Street Supervisor Chris Kroesing told Sheriff Dion to come and visit with him tomorrow and they will see where Dion would like these parking spaces.

Mayor Zavodny stated that sounded like a reasonable compromise and Sheriff Dion thanked the Council.

Jared Storm was present to request that a cement taxiway be added at the Airport. Jared stated: "When we put that building in three years ago, the FAA never let us put in a paved taxiway to the runway which mystified everybody because how do you get airplanes in and out of a hangar when there's snow and there's rain and it's a muddy taxiway? So for two years we've struggled with that, trying to get airplanes in and out when it's muddy, and so we waited for a while and then I talked to Anna Lannin at the Department of Aeronautics and Kyle, who's a director at the Department of Transportation came out, looked at the facility and said "yes, this isn't probably going to work". So, this past spring I asked Anna if she could revisit with the FAA as to how we could solve this problem, and they finally got approval that they could use Department of Transportation private funding we could pave that taxiway. So, this wouldn't be any cost to David City, or the taxpayers of David City, this would be funded by me and the Department of Transportation. All is required is a one page (request for A State Aid Project) application form, and this doesn't mean we would get it, this just means that by September 15<sup>th</sup> the requests are due. Kirkham Michael said they would fill this out and October 11, 2019 they will decide where the funding will go for which projects. So I am just asking the Council, since it's on your Airport, if we could possibly do that?"

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Sent: Thursday, July 25, 2019 10:31 AM

To: Anderson, Doug (FAA) <doug.anderson@faa.gov>

Cc: Schenkelberg, Mark (FAA) <mark.schenkelberg@faa.gov>; jkovar@davidcityne.com

Subject: 93Y hangars and taxilanes

Doug,

Several years ago, an aviation business (Storm Aeronautics) located at the David City Municipal Airport. (Hangar 12 on the attached ALP sheet 9.) The business located their hangar west of the terminal area, near Highway 15. There is currently a grass taxiway that connects the business's hangar to the paved taxilanes. The paved taxilane connector was designed to meet the B-II aircraft that are serviced by the business. The grass taxiway is not meeting the current needs of the business.

Please clarify: Paving a taxiway for a business is not AIP eligible and therefore the City cannot use their federal non-primary entitlement to fund the project. However the City is able to construct the taxiway using state, local, or private funding. The project would need to be on the as-built ALP and follow FAA grant assurances.

Please review and advise.

**Anna Lannin, P.E.**

*Planning and Programming  
Aeronautics Division*

Nebraska Department of Transportation

From: Schenkelberg, Mark (FAA) <mark.schenkelberg@faa.gov>

Sent: Tuesday, July 30, 2019 11:08 AM

To: Lannin, Anna <anna.lannin@nebraska.gov>; Anderson, Doug (FAA) <doug.anderson@faa.gov>

Cc: jkovar@davidcityne.com

Subject: RE: 93Y hangars and taxilanes

Anna,

Pavement for an exclusive and near exclusive use are not AIP eligible. If funded locally or by the state, the ALP must show the development.

Mark H. Schenkelberg, P.E.

Airport Planning Team Lead

Joan,

Following is clarification from the FAA about a potential paved taxiway between the taxilanes and the Storm Aeronautics hangar. There was concern that the FAA would not allow a paved connecting taxiway.

The proposed taxiway is NOT eligible to be constructed with federal funds. However, it can be built with local or state funding provided the taxiway is shown on the approved Airport Layout Plan.

The proposed taxiway would be eligible for funding under our State Grant Program. Attached is an application, due by September 15. The Nebraska Aeronautics Commission will allocate state grant funds during their October 11, 2109 meeting.

Please contact us if you have any questions.

**Anna Lannin, P.E.**  
Planning and Programming  
Aeronautics Division

Nebraska Department of Transportation

90 / 10 split  
State City

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Council member Kobus asked: "Will there be any engineering?"

Jared Storm stated: "Kirkham Michael will be doing all of that; I'm sure they will have engineering costs."

Council member Kobus asked: "And you will still pay for that?"

Jared Storm stated: "Yes, I'll pay 10% and the State will pay 90% if they agree to do this."

Mayor Zavodny stated: "So this is "no" federal funding?"

Jared Storm stated: "No; no federal funding. Eric Johnson was not able to come today but he will be at the August 28<sup>th</sup> Council meeting if you would like to vote on it then."

Mayor Zavodny asked: "So, you would commit to paying for engineering and the 10% of the project?"

Jared Storm stated: "Yes."

Council member Hotovy asked: "So this is your taxiway; you going to move the snow?"

Jared Storm stated: "Well, I mean, we have to mow it already right now, so...."

Street Supervisor Chris Kroesing stated: "That's what I want to clear up tonight. I want to find out for myself because since I took over, Jared has asked that we mow it, he's asked my new guys Clint and Nick if they would mow it, and I was told that that is his private owned taxiway, that he is supposed to maintain it. We need to figure out if the City is maintaining it or if Jared is to maintain it; so I know, so I can tell my guys who's in the right and who's in the wrong,

and if it is his, I want it in writing for snow removal, crack pouring, any damage to it, etc., that he is responsible. I'm not against anything with Jared but it's a gray area."

Jared Storm stated: "When Sod was here, (former Street Supervisor Rodney Rech) Sod said you're going to take care of this taxiway. I said, well it's the City's property, I don't even lease that area; that's the City's property that's not in my lease. So, we've always been forced to have to go out there and mow it because the City won't mow it. Sod would never mow it and so I've always just done it because we needed the taxiway."

Street Supervisor Kroesing stated: "It is a private taxiway though, only for you, and it's not good to anyone else at the Airport."

Jared Storm stated: "Unless you could move more T-Hangars there or another building and then somebody else is going to use that. The one thing I would say is if you put more T-Hangars out there and then we've got other people using that taxiway, and they're calling me up and saying "Hey, will you remove the snow off the taxiway?" then that's going to be an issue for me, but if no one else is ever going to use it but us, then I will take care of it. It other people start using that..."

Mayor Zavodny stated: "That's the thought I had too; right now it's yours."

Jared Storm stated: "Honestly, I wouldn't mind pushing all the snow because then if something would happen to the concrete it's going to be my fault, not somebody else's. But I would for now, I'm the only one using it, I would maintain it."

Mayor Zavodny stated: "Ok, no cost to us, and in the interim we could have a written agreement that until T-hangars or another business locates there that can use the runway, because it's for your benefit, that you will maintain it; mowing, snow removal, everything, I think that's fair."

Council member Hotovy made a motion to table consideration of the request by Jared Storm for a cement taxiway at the Airport until the August 28<sup>th</sup> council meeting at which time Eric Johnson of Kirkman Michael will be present and may have an actual diagram of where the proposed taxiway would be located if approved by the Nebraska Department of Aeronautics. Council member Kobus seconded the motion. Voting AYE: Council members Meysenburg, Vandenberg, Trowbridge, Hotovy, and Kobus. Voting NAY: None. The motion carried.

Street Supervisor Chris Kroesing stated: "Beings we are going to have Eric Johnson present at the next meeting, we need to bring up the concrete broken up around the new hangars and Jared's storage unit. Nothing has been repaired on that yet and there's still weather stripping coming off of all the new T-hangars that he said he was going to get on that."

Renewing the contract for Building Inspector Ray Sueper was the next agenda item. Building Inspector Ray Sueper is suggesting that he work 2 days per week during the summer months, instead of alternating working 1 day per week, then 2 days per week, then 1 day per week, etc.

Mayor Zavodny stated: "Now that we have had some time to think about this, anybody want to ask any questions of Ray? Ray, do you have any opinions on how this relationship is going, anything to add?"

Building Inspector Ray Sueper stated: "No, it's slowed down the last few weeks, a little bit; it isn't anything I can't keep up with. However, it seems to be progressing that I have more and more responsibilities. It is seasonal. So far it's nothing I can't handle."

Mayor Zavodny stated: "Where I will start the conversation, the only thing that I hear from time to time is, I don't know that we have a clear delineation of what your job exactly is, or what it isn't. Like going out and measuring if a fence is in the right place, doing those kinds of things."

Building Inspector Sueper stated: "I don't have a problem with doing any of that stuff, at all."

Mayor Zavodny stated: "But I also know that it's come up sometimes, as if that is within the umbrella of your position."

Building Inspector Sueper stated: "Plus, I don't have a magnetic hand, I can't find those buried spikes in the ground, you know. In the past, we pushed that off onto the surveyors, that's a private business for them, that's what they get paid to do, that's their business. So we defer as a City, to those folks that do those jobs independently, for a profit, as a business."

Mayor Zavodny stated: "Let me rephrase what I am asking then I guess. The people are building consistent with their submitted permit? You know, that it's where it's supposed to be, where they say it's going to be, constructed in the way they described it's supposed to be?"

Council member Trowbridge stated: "Then, define a pergola; that is a prime example."

Mayor Zavodny stated: "I agree with you."

Building Inspector Sueper stated: "Yes, and I have to have written authority to deny too, in those cases, so I have to be very careful about what I say "yes" to and what I say "no" to."

Council member Trowbridge stated: "As we move forward with this, if we renew this contract, I would like to see us have a committee of two, or possibly three council people, that will work with Ray and that is the final arbiter of what happens. We don't have a city administrator on a full-time basis; Ray doesn't have a boss."

Mayor Zavodny stated: "Even if we did, I think that is a good idea, it's probably two councilmen so we don't run into quorum issues or any questions about it. We wouldn't necessarily agree around this table of the definition of a pergola, because we have one on steroids going up and technically it probably meets the definition, but it's like, not what I would expect."

Council member Trowbridge stated: "A lot of the time he is standing alone and he makes a call. It may or may not be the right call, don't know, ask ten people and get eight different answers, and we come to the council and we don't agree with him and we cut his legs out from under him. I am not comfortable doing that and I'm not comfortable that we are asking him to. I would like to see two people that he goes to, to say "what's the call here, here's my vision, what's yours?" and when push comes to shove we stand behind it."

Mayor Zavodny stated: "I don't mind that approach. The other thing is, you know, when it's always on one person, sometimes another person is like what about this and what about that, and we need to look deeper."

Building Inspector Sueper stated: "Well, and I do use Keith Marvin and City Attorney Egr."

Mayor Zavodny stated: "That's good, but I think what Skip is saying is a little different; you need the backing and the opinions of people who are representing, if we are going to get two people, probably from two different wards. I think that's a pretty good idea, maybe that's something we could put on as this progresses down the road. How do you wish to proceed with this agenda item?"

Council member Trowbridge stated: "I would suggest continuing with the situation that we are in now, until we can figure out what we are going to do with this committee, and how we are going to move forward from that date, and revisit the item at that point in time when we know what it looks like."

Mayor Zavodny stated: "So, instead of renewing the contract you are talking about an interim extension?"

Council member Trowbridge stated: "Extending it until we get a better grasp on what the final product is."

Gary Meister stated: "My name is Gary Meister and my experience with the City the last couple of months has been a nightmare. Tried to work with Ray, got conflicting directions, tried to work with Chris from the Street Department; I mean it's been a hassle and totally unprofessional."

Mayor Zavodny stated: "Could you define that for me a little more?"

Gary Meister stated: "We submitted plans to the City for St. Mary's Daycare, (6<sup>th</sup> & "J" Street). Got ready to pour concrete so I came to meet with Ray; said "Ray, We're going to start here in about a week. Are there any concerns, is there anything I need to know, is there anything you are concerned about?" Everything is fine. So, I come back and talk to our Board Members at St. Mary's and they said "We would like to add to our parking along the street. We don't feel the engineer that drew these prints have enough parking for all the people that are all coming at once to drop kids off." So, I walk back over here and I talk to Ray and I said: "Here's kind of what they want to do, is there a problem with it, or which direction should we go?" Ray said: "Well, as long as the engineer is fine with it from Lincoln, Kevin Hittle, SSH Architecture, who drew all the prints, I don't have a problem with it." I've worked with hundreds of inspectors over the years, from pouring runways to pouring State highways, and I don't feel that I'm confrontational, I always like to meet with people and find out what everybody is thinking. I don't like to redo things. I don't like hassles. I've got enough headaches, I don't need more. So, we start pouring and we're up against "J" Street and it's 1½" asphalt, it's a piece of crap street, and it's not even wide enough for us to butt into it really and it's all busted up. So anyway we start pouring; we didn't want mud between the asphalt street and our parking; we're just having off street parking. So anyway, we dug it out and started pouring and we got all done, and I had to run home to get some tools and I come back and my crew said: "Ray was here and he's really upset", and I said "What's he upset about?" "Well, he wants expansion on this street; between the parking and the street". I said: "There is no street, there's an inch and a half of asphalt; I'll

go talk to him". Which, I've been in confrontations with different people my whole life about disagreements, so I come up here and I said: "Ray, to put expansion against dirt is stupid. There's no street here, I mean it's junk, it's all busted up in pieces, it makes absolutely no sense and I'm not going to put it in, it's crazy". He said, "Well, it's Code". I said: "Well, I don't think it is, but whatever, and we went around and around and he says: "Talk to Chris Kroesing, he's the Street Supervisor. If he's happy with it, work it out with him. Whatever you want to do, work it out with him". So, I called Chris, Chris came down and he looked at the street. There isn't a street really, and I said: "I'm not going to cut in an expansion joint against dirt". He said: "Well the streets a mess, I don't have any idea when we are going to do anything with it, do the best you can". I said, well, I'm going to pour past the flow line, because I don't want people driving off the asphalt through mud to get to the off-street parking, but I will saw cut it, with a diamond blade, so that you have a break between what's street and what's off-street parking. "Well, that's really about all you can do". I said: "Well, alright". Sounds like everything's going pretty well, so we finished the pour a week later and Ray comes out again. I thought we had it resolved, and he came up to my guys, and I don't think they are lying, and he said "You guys are in big trouble, and I warned you about this expansion". My guys said: "Gary is inside the building, with the Fire Marshall, go see him". They're just workers. So, Ray came in, and I'm there with the Fire Marshall, and Ray starts talking about this expansion and I said: "Ray, it takes a lot to get me upset but your really starting to aggravate me; I don't have time for this. You directed me to Chris, I met with Chris, and you told us to resolve it and now here you are making the same stupid request. Again, I'd had it, and Ray left and that was it. Somebody needs to decide who has the authority here. And then, I thought I gave Ray an out, I don't like to put anybody on the spot, I met with him two or three times about this, tried to be cordial about it. Then he's calling my engineer in Lincoln, sending e-mails to him, saying: "Hey, you need to get out here; we've got a problem out here". So, the engineer calls me and says: "Ray is really upset about this expansion". I said: "Kevin, I'm not going to do it. I'm not going to do something that stupid; not going to do it. If they want me to do it, I will charge the City to do it. First of all, they've already directed me how to do it, and I did it just like Chris told me to do it. I said, I'm not doing it. The engineer said he wasn't coming out from Lincoln unless someone was paying him and I said well I'm not paying you, I paid you to do the prints. We submitted the prints to the City; the prints don't show an expansion. There is not one inch of expansion on the whole Uptown Renovation in that area of the flow line. (St. Mary's School also wanted to add additional parking on the west side of 6<sup>th</sup> Street just north of "J" Street) So, Ken Polacek comes and I say "Ken, why don't you go to the meeting. They have me too upset, I'll say something I shouldn't". So Ken comes and gets it approved. This is across the street from where we were paving, and Ken comes back and says: "Well they approved our additional parking up against Ponec's property, but they have a request, they want you to do it like David City High School. They just did some off-street parking and they want you to go down there and look at that and do it just like that. They don't want you to grind the curb off, they want you to take the curb out and re-pour the flow line. You know that makes a lot of sense, so I drive down there to look at it. They did a pretty nice job; I guess Chuck Oborny did it. But you know what? There isn't an expansion there. So, they referred me down there, to repeat what they did down there, and then they're arguing with me because I'm not putting an expansion in. They didn't put it down there either. So, it's very frustrating and my guys don't need him coming up there and threatening them saying "You're in big trouble!"

Mayor Zavodny stated: "I think we have your point. How did this happen? What's your side of it?"

Building Inspector Ray Sueper stated: "Well we have a City ordinance that requires a 4" expansion joint between the street and any driveway, approach, or parking lot, and I read the rules and I have to make the contractors follow those rules. I can't let him off..."

Street Supervisor Kroesing asked: "How do you do an expansion joint up to garbage?"

Building Inspector Sueper stated: "It's a street.

Council member Kobus stated: "It's not a street."

Gary Meister said: "The ordinance says driveway and sidewalk, it doesn't say parking."

Everyone was talking at once and Mayor Zavodny stated: "Before the wheels come off this thing, let's reasonably look at this." Much discussion followed and Ray presented the following:

**§8-205.4 SIDEWALKS AND DRIVEWAYS; EXPANSION JOINTS.** All concrete sidewalks and driveways hereafter constructed, reconstructed or repaired within the limits of the City, that shall abut on City streets with concrete curbing or pavement shall be constructed with a minimum expansion joint, of approved design and materials, of one (1') inch between sidewalk and concrete curbing, or pavement, and a minimum expansion joint, of approved design and materials, of one (1") inch between driveway and curb or apron, which shall be located a minimum distance of four (4') feet from the edge of pavement or street and a maximum distance of ten (10') feet from the edge of pavement or street, or at the edge of existing sidewalk, where such exits at a lesser distance from the edge of pavement or street. In any area where the sidewalks and/or driveways abut the street, as exits, a one (1") inch expansion joint shall be required. (*Ord. No. 720, 5/9/90; Amended by Ord. No. 882, 12/8/99*)

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It was noted, however, that this was eliminated from the new City Code Book adopted by Ordinance No. 1311 dated 5/8/19.

Mayor Zavodny asked for Street Supervisor Chris Kroesing's version of the events.

Supervisor Kroesing stated: "Basically, exactly what Gary said. I talked to Gary, he came and talked to me about the south side of the Daycare with the parking, how it butts up to the garbage street ("J" Street). I said we cannot put an expansion joint in there; it's just not going to happen. Then, as it all went on, he brought up that he wanted an expansion joint on the west side, in between the flow line and the parking, which I don't want an expansion joint on there, because the waters going to down into that expansion joint and it's going to go underneath the flow line and it's going to heave that concrete. He said that it's going to buckle the brick road. There is dirt up on the top of the parking, it's going to push the concrete up into the dirt before it heaves those bricks or any other concrete. It doesn't make sense."

Gary Meister stated: "We put expansion joints in the project where the engineer called for it. It didn't call for it down there. Ray reviewed the prints; then he sends me to Chris and so we work it out, and then he comes jumping up and down a week later on the same issue."

Mayor Zavodny stated: "I'm going to consider that input on what our consideration needs to be on Agenda Item #12 (renewing the contract with Building Inspector Sueper) but ultimately

the question before us, and I think it's been handled appropriately at this point, is we are going to ask for an extension; is that what your motion is?"

Council member Trowbridge stated: "Yes."

Therefore, Council member Meysenburg seconded the motion (approving an interim extension under the current contract for Building Inspector Ray Sueper). Voting AYE: Council members Hotovy, Kobus, Vandenberg, Trowbridge, and Meysenburg. Voting NAY: None. The motion carried.

Building Inspector Sueper stated: "I would like to assure the City Council and the Mayor that I don't act and behave in the way that it was portrayed."

Mayor Zavodny stated: "Ray, what we did is, we've extended the current agreement, provided you agree to do that, until we do something different. So that's what we've decided to do."

City Attorney Egr stated: "Mr. Mayor, if I may comment, I think what we run into as a problem is this, we have a Code that says certain things and Ray is trying to follow what the Code says, but on the other hand sometimes you run into in the construction business the Code just doesn't make sense, because of certain things like Chris is mentioning and Gary is mentioning. The problem is, you have a Code that says one thing, but sometimes from a practical sense and a common sense situation, you've got the street people saying maybe that Code doesn't need to be followed there because it's going to create problems. We can't be coming in here and say: "Well we are going to modify the Code". Someones got to make that decision to adjust that situation and it keeps coming right back to the same thing we've talked about before: We Need a City Administrator! No offense Joan, who these people can come to and say "Look, this is the practical way to handle this thing and to handle these kinds of conflicts, and then boom, it doesn't have to come to the City Council or to come into this situation."

Mayor Zavodny stated: "We have officially spiraled this out of control because now we are telling Joan we love her but she s\*#!s; So, we've just got to...."

City Attorney Egr stated: "Joan doesn't know how to handle that situation, I'm sorry, she doesn't! Joan is a City Clerk she is not a City Administrator!"

Mayor Zavodny stated: "We cannot fix this tonight. On Agenda item #12 we have authorized an extension with our agreement with Ray; that is what we will do this evening. I'd love to discuss this a little more because I read that Code differently than you are interpreting it. We have made our decision for an "extension" of the current contract with Ray and it passed. Let's go on now with Agenda Item #13: Discussion/Consideration of the Butler Public Power Wheeling Charge increase. We did not budget this, as you are all clear on, as our starting point."

Council member Trowbridge stated: "Nor, were we brought into a conversation, or a discussion, that this may be something that's coming. This was simply brought to us and said: "Here it is boys, we are raising our rates about 70%", with no reasons given, other than "we had a rate survey", and I've been around this City long enough to know that rate studies generally come back with the answer that the governing board wanted when they commissioned them. Then history comes in and ten years prior, and we have it in writing, the General Manager from

Butler Public Power District told us that we would see wheeling rate increases on the years to come in the area of 1% per year or possibly less depending upon the sighting location of the pump station for the pipe line. Well the pump station ended up being built within the Butler Rural Public Power District boundaries and it vaulted their revenues just about 100%. So that kind of sounds to me like less than 1% a year would be what we could expect, and in ten years we got 70% instead, and I'm saying when we are talking \$75,000 - \$90,000 a year for our rate payers, it's time that we stand up and say "whoa, we aren't going there people", unless you can prove to us that you actually need this rate increase for something that we've done or we've contributed to. There is an office in Lincoln, and it's called the Power Review Board, that listens to disputes when we get into billings such as this, and I have visited with the executive director of the Nebraska Power Review Board and he said this is something that falls in their bailiwick, that they would look at it and they would make a decision as to whether 70% is an appropriate rate increase, all things being considered. Now, he said: "We cannot mandate that Butler roll it back, but the best ammunition you would have in District Court, is our analysis of it". So I am asking for the analysis of the Power Review Board for the State of Nebraska in this particular situation, and I think we should follow their guidance because I don't think you can substantiate a 70% increase and I don't want the people of David City to pay it."

Mayor Zavodny stated: "As I recall it was a fairly significant bump to the average utility bill. Anything that causes an increase, especially for our citizens on a limited income, is a problem. The other thing that causes me some concern, especially in light of just having the rate study results is, this is an increased expense that we really; you can make an argument yes, it's money for infrastructure and transmission lines and those kinds of things, but the argument is it doesn't help us pay our guys any more who are way below the pay at Butler and it doesn't help us buy a new truck, it doesn't help us buy new safety equipment, it doesn't help us at all. It's an increased expense without us getting a tremendous amount of local benefit. Now, if that argument makes any sense to anybody."

City Clerk Kovar asked: "This went up on our May billing as Mark Kirby said that it was going to. I thought it was to go up in increments as they would try to get caught up within 3 years, starting in 2019. It went up in May but it didn't seem that significant, it was only an increase of \$1,554.65 on the bill. The subtransmission line charge went up from 40¢ to 55¢ and the transformation charge went from 70¢ to 72¢."



1331 N 4TH DAVID CITY, NEBRASKA 68632-1107

TO: CITY OF DAVID CITY  
 Utility Department  
 PO Box 191  
 David City, NE 68632 **19-Apr-19**

FOR: SUBTRANSMISSION LINE AND TRANSFORMATION CHARGES

KW	MONTH	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT	AMOUNT DUE
--- Northwest ---						
3159	MAR	Based on Nov 2018 peak of Subtransmission Line Charge	3,650 KW	\$0.40	\$1,460.00	
		Transformation Charge	3,650	\$0.70	\$2,555.00	\$4,015.00
--- Wholesale ---						
5096	MAR	Based on JUL 2018 peak of Subtransmission Line Charge	5,495 KW	\$0.40	\$2,198.00	
		Transformation Charge	5,495	\$0.70	\$3,848.50	\$6,046.50
						<b>PLEASE PAY THIS AMOUNT \$10,069.50</b>

PLEASE MAKE CHECKS PAYABLE TO: BUTLER PUBLIC POWER DISTRICT  
 1331 N 4TH  
 DAVID CITY, NEBRASKA 68632-1107

FPC ACCOUNT 143.14



1331 N 4TH DAVID CITY, NEBRASKA 68632-1107

TO: CITY OF DAVID CITY  
 Utility Department  
 PO Box 191  
 David City, NE 68632 **15-May-19**

FOR: SUBTRANSMISSION LINE AND TRANSFORMATION CHARGES

KW	MONTH	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT	AMOUNT DUE
--- Northwest ---						
2567	APR	Based on Nov 2018 peak of Subtransmission Line Charge	3,650 KW	\$0.55	\$2,007.50	
		Transformation Charge	3,650	\$0.72	\$2,626.00	\$4,633.50
--- Wholesale ---						
3813	APR	Based on JUL 2018 peak of Subtransmission Line Charge	5,495 KW	\$0.55	\$3,022.25	
		Transformation Charge	5,495	\$0.72	\$3,956.40	\$6,978.65
						<b>PLEASE PAY THIS AMOUNT \$11,614.15</b>

PLEASE MAKE CHECKS PAYABLE TO: BUTLER PUBLIC POWER DISTRICT  
 1331 N 4TH  
 DAVID CITY, NEBRASKA 68632-1107

FPC ACCOUNT 143.14

Mayor Zavodny stated: "My thinking is they've reconsidered maybe it not being that amount."

Council member Trowbridge stated: "We haven't been notified of that, have we? Well, we got notified of the rate increase when it was coming."

Discussion followed. Mayor Zavodny stated that he would visit with Mark Kirby, General Manager of Butler Public Power District, about this.

Ordinance No. 1320, relating to electric service rates concerning the 2019 cost of service/rate design study, was introduced and passed on first reading at the July 24<sup>th</sup> Council Meeting.

Council member Trowbridge made a motion to pass and adopt Ordinance No. 1320 on the second reading. Council member Meysenburg seconded the motion. Voting AYE: Council members Kobus, Vandenberg, Hotovy, Trowbridge, and Meysenburg. Voting NAY: None. The motion carried and Ordinance No. 1320 was passed on 2<sup>nd</sup> reading as follows:

### **ORDINANCE NO. 1320**

AN ORDINANCE RELATING TO ELECTRIC SERVICE RATES AND MINIMUM CHARGES, TO PROVIDE NEW SCHEDULES OF ELECTRIC RATES, TO REPEAL ALL PARTS OF THE CODE, RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE WHEN THE ORDINANCE SHALL TAKE EFFECT; AND TO PROVIDE FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

**Section 1. NEW SCHEDULES:** Relating to electric service and minimum charges, to provide a schedule of electric rates, minimum charges, and customer service charges, to distinguish residential rates, commercial rates, industrial rates, off-peak industrial rates, and irrigation rates; to set availability rating; to provide and establish the following tariff of rates to consumers of electric service from the electric distribution system of the City of David City, Nebraska.

#### **A. RESIDENTIAL SERVICE**

Availability. To residential customers in the established service area of David City.

Applicability. To single-family residences and individually metered apartments for all domestic purposes when all service is supplied through a single meter. It is not applicable to residences where a commercial enterprise is conducted.

Character of Service A.C. 60 Hertz, Single-Phase 120 volt, 2 wire or 120/240 volts, 3 wire.

Rate. Subject to application of Production Cost Adjustment (PCA).

**Rate Effective October 19, 2019**

**Customer Service Charge - \$18.00 per month (or partial month)**

<u>Summer</u>	<u>Winter</u>	
\$0.1125	\$0.1100	First 500 kwh, per kwh
\$0.1000	\$0.0900	Next 500 kwh, per kwh
\$0.0950	\$0.0790	Excess, per kwh

Minimum Bill. The minimum bill shall be the sum of the Customer Charge.

#### B. RESIDENTIAL SUMMER CONTROLS

Applicability. To residential consumers who have allowed the Utility Department to install, and operate, such devices as would be required to cycle central air conditioning units during periods of peak electrical demand and imposed upon the electrical system. Window air conditioning units, on a separate electric circuit can be included in this rate.

Rate. Subject to application of Production Cost Adjustment (PCA).

**Rate Effective October 19, 2019**

**Customer Service Charge - \$18.00 per month (or partial month)**

<u>Summer</u>	<u>Winter</u>	
\$0.1125	\$0.1100	First 500 kwh, per kwh
\$0.0925	\$0.0900	Next 500 kwh, per kwh
\$0.0875	\$0.0790	Excess, per kwh

Minimum Bill. The minimum bill shall be the sum of the Customer Charge.

#### C. STREET LIGHT / ALLEY LIGHT RENTALS

Availability. To residential customers in the established service area of David City.

Applicability. To any residential or commercial customer who has an alley light or a **requested** street light that is not individually metered. It is not applicable to residences or businesses where the City has installed a street light for the City's convenience.

Rate. Subject to application of Production Cost Adjustment (PCA).

**Rate Effective October 19, 2019**

**Customer Service Charge - \$6.64 per fixture per month (or partial month)**

**Some customers will share the cost of one fixture.**

#### D. COMMERCIAL SERVICE

Availability. To any non-residential consumer in the established service area of David City.

Applicability. To any non-residential consumer for lighting, heating and power purposes where the customer's billing demand does not exceed 35 Kw or 10,000 Kwh for three (3) consecutive months.

Character of Service. A.C. 60 Hertz, single-phase or three-phase at any of the Cities standard voltages.

Rate. Subject to application of Production Cost Adjustment (PCA).

**Single Phase Rate Effective October 19, 2019**  
**Customer Service Charge - \$28.00 per month (or partial month)**

<u>Summer</u>	<u>Winter</u>	
\$0.1200	\$0.1175	First 1,000 kwh, per kwh
\$0.0950	\$0.0925	Next 1,000 kwh, per kwh
\$0.0925	\$0.0800	Excess, per kwh

**Three Phase Rate Effective October 19, 2019**  
**Customer Service Charge - \$37.00 per month (or partial month)**

<u>Summer</u>	<u>Winter</u>	
\$0.1200	\$0.1200	First 1,000 kwh, per kwh
\$0.1075	\$0.0975	Next 1,000 kwh, per kwh
\$0.0975	\$0.0800	Excess, per kwh

Minimum Bill. The minimum bill shall be the sum of the Customer Charge of \$2.20 per month per horsepower for the first 10 horsepower and \$1.26 per horsepower of connected load thereafter, whichever is the highest.

Power Factor Adjustment. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% leading or lagging at all times. If it is determined by test or metering that the power factor at the time of the customer's peak load is less than 90%, the Utility Department, at its option, may correct the power factor of the customer's load at the expense of the customer.

#### **E. INDUSTRIAL SERVICE**

Availability. To any non-residential consumer in the established service area of David City.

Applicability. To any consumer whose monthly consumption equals or exceeds 10,000 Kwh or whose monthly peak demand equals or exceeds 35 Kw for three consecutive months.

Character of Service. A.C. 60 Hertz, single-phase or three-phase at any of the Cities standard voltages.

Rate. Subject to application of Production Cost Adjustment (PCA).

**Rate Effective October 19, 2019**  
**Customer Service Charge - \$75.00 per month (or partial month)**

**Demand Charge**

<b>Summer</b>	<b>\$24.00 per kilowatt of maximum billing demand</b>
<b>Winter</b>	<b>\$18.00 per kilowatt of maximum billing demand</b>

**Energy Charge**

<b>Summer</b>	<b>\$0.0520 per kilowatt-hour used</b>
<b>Winter</b>	<b>\$0.0485 per kilowatt-hour used</b>

Minimum Bill. The minimum bill shall be the customer charge or the billing demand charge, whichever is greater.

Determination of Billing Demand. The maximum demand for any billing period shall be the larger of (1) the highest integrated kilowatt load registered on the meter during any thirty (30) minute period occurring in the billing period or (2) fifty four percent (54%) of the highest kilowatt average demand registered on the meter during the preceding months of May 20<sup>th</sup> thru September 19<sup>th</sup>.

Power Factor Adjustment. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% leading or lagging at all times. If it is determined by test or metering that the power factor at the time of the customer's peak load is less than 90%, the Utility Department will adjust the monthly billing demand by the ratio of 0.90 divided by the power factor (expressed as a decimal) at the time of the customer's maximum hourly usage.

Fluctuating Loads. Customers operating equipment having a highly fluctuating or large instantaneous demand, such as welders and X-ray machines, shall be required to isolate these loads from the balance of the electric system if they unduly interfere with service on the lines. The customer shall be required to pay all non-betterment costs for corrective equipment to eliminate the interference.

**F. OFF-PEAK INDUSTRIAL SERVICE**

Availability. To any non-residential consumer in the established service area of David City.

Applicability. To any consumer whose monthly consumption equals or exceeds 10,000 Kwh or whose monthly peak demand equals or exceeds 35 Kw for (3) three consecutive months and whose peak demand during the winter season exceeds the peak demand experienced during the preceding summer season.

Character of Service. A.C. 60 Hertz, single-phase or three-phase at any of the Cities standard voltages.

Rate. Subject to application of Production Cost Adjustment (PCA).

**Rate Effective October 19, 2019**

**Customer Service Charge - \$75.00 per month (or partial month)**

**Demand Charge**

<b>Summer</b>	<b>\$23.00 per kilowatt of maximum billing demand</b>
<b>Winter</b>	<b>\$13.00 per kilowatt of maximum billing demand</b>

**Energy Charge**

<b>Summer</b>	<b>\$0.0520 per kilowatt-hour used</b>
<b>Winter</b>	<b>\$0.0485 per kilowatt-hour used</b>

Minimum Bill. The minimum bill shall be the customer charge or the billing demand charge, whichever is greater.

Determination of Billing Demand. The maximum demand for any billing period shall be the larger of (1) the highest integrated kilowatt load registered on the meter during any thirty (30) minute period occurring in the billing period or (2) fifty four percent (54%) of the highest kilowatt average demand registered on the meter during the preceding months of June, July, August or September.

Power Factor Adjustment. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% leading or lagging at all times. If it is determined by test or metering that the power factor at the time of the customer's peak load is less than 90%, the Utility Department will adjust the monthly billing demand by the ratio of 0.90 divided by the power factor (expressed as a decimal) at the time of the customer's maximum hourly usage.

Fluctuating Loads. Customers operating equipment having a highly fluctuating or large instantaneous demand, such as welders and X-ray machines, shall be required to isolate these loads from the balance of the electric system if they unduly interfere with service on the lines. The customer shall be required to pay all non-betterment costs for corrective equipment to eliminate the interference.

**G. IRRIGATION SERVICE**

Availability. To irrigation customers in the established service area of David City.

Applicability. **Off-Peak:** During the irrigation season, the utility may interrupt pump service during the peak hours. Peak hours shall be those hours designated as "on-peak" by Nebraska Public Power District and are typically between 8:00 a.m. and 10:00 p.m. Central Daylight Savings Time, Monday through Saturday, excluding holidays and up to four (4) hours on Sunday. The City, at their sole discretion may change the period of interruptible hours.

**Rate Effective October 19, 2019: On-peak irrigation (Firm)**  
**\$58.00 per Horsepower connected per year. Energy consumed shall be billed at the rate of 8.00¢ per kilowatt hour per month, payable as used.**

**Rate Effective October 19, 2019: Off-peak irrigation (Non-Firm)**  
**\$25.00 per Horsepower connected per year. Energy consumed shall be billed at the rate of 6.00¢ per kilowatt hour per month, payable as used.**

Minimum Bill. The minimum bill shall be the Horsepower Charge.

Determination of Connected Load. The connected load in horsepower shall be taken from the name plates of the motors or from an actual measurement of horsepower input

to the motor, or motors, operating under maximum load conditions. The City reserves the right at any time to check the customer's load for recalculation of the connected load.

Terms of Payment. The total horsepower charge shall be billed on approximately April 25<sup>th</sup> of each year and total amount payable upon receipt. It shall become due the first day of May each year and become delinquent at 5:00 p.m. on the 10<sup>th</sup> day of May. A ten percent (10%) penalty is imposed on all delinquent bills.

Bills for the kwh usage are mailed on approximately the 25<sup>th</sup> day of each month and are payable upon receipt. They become due the 1<sup>st</sup> day of each month and become delinquent at 5:00 p.m. on the 10<sup>th</sup> day of each month. A ten percent (10%) penalty is imposed on all delinquent bills.

Power Factor Adjustment. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% whether leading or lagging at all times. Power factor adjustments will be made in the horsepower billing, when the power factor, as determined by test, at the time of the maximum use is less than 90%. The measured maximum horsepower will be multiplied by 90% and divided by the customer's power factor expressed in percent.

Fluctuating Loads. Customers operating equipment having a highly fluctuating or large instantaneous demand, such as welders and X-ray machines, will be charged \$1.78 per month per KVA of such nameplate rating of such equipment or other equipment for energy used, and such charges will be in addition to the bill determined by the kilowatt hours recorded by the meter and billed at scheduled rates. It will be added to the minimum bill for services in the event the energy for other services does not equal the amount of a minimum bill for such other services.

**Section 2. Seasonal Billing Periods.** The *summer* period is for the meter readings obtained during the four-month period of May 19<sup>th</sup> through September 19<sup>th</sup>. The *winter* period is for the meter readings obtained during the eight-month period of September 19<sup>th</sup> through May 19<sup>th</sup>.

**Section 3. Terms of Payment.** Utility bills are mailed on approximately the 25<sup>th</sup> day of each month and are payable upon receipt. Utility bills become due the 1<sup>st</sup> day of each month and become delinquent if not received in the City Office by 5:00 p.m. on or before the 10<sup>th</sup> day of the month. If the 10<sup>th</sup> of the month falls on a weekend, customers will be given until the following regular business day. A 10% penalty is imposed on all delinquent bills.

**Section 4. Production Cost Adjustment (PCA).** Whereas, the rates offered to the customer by the City is based upon the current rate being paid by the City to its wholesale supplier, the City shall reserve the right, during the term of the rates, to adjust said rates to the consumer by an amount not to exceed two (2) mills per kilowatt hour greater than the adjustment to the City by its wholesale supplier.

**Section 5.** Any other ordinance or section 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 6.** This Ordinance shall be published in pamphlet form and all rates included in this Ordinance shall be effective as of October 19, 2019.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Passed on 2<sup>nd</sup> reading only  
Mayor Alan Zavodny

Passed on 2<sup>nd</sup> reading only  
City Clerk Joan Kovar

The Rural Fire District #9 requested that the 4 eastern most center street parking spaces on “D” Street between 5<sup>th</sup> & 6<sup>th</sup> Street be removed due to their interference with apparatus exiting the fire station.

Joe Birkel stated: “I have a statement from the Fire District just stating what we are asking for and our opinion as to what we feel needs to be done for the safety of those people that are going to be using those parking spaces. Originally, it was kind of agreed that there were going to be six there, and they came and painted the lines, and now there are ten. I guess we were under the understanding that the four eastern most ones were going to be removed to give us access to turn vehicles around.

*August 13, 2019*

*To the members of the City Council,*

*The Board of Directors of Rural Fire District 9 would ask that four parallel parking spots be removed just west of the fire hall. This space is needed to safely turn our fire trucks when responding to emergency calls. It is also our opinion that all parallel parking spots on D Street west of the fire hall pose a safety risk. This being a main street with access to the fire department, High school and senior center and the only street in town with a stop light. Pedestrians crossing street from parallel parking spots are put in danger.*

*Thank you for your consideration,*

*Respectfully,  
Board of Directors  
Rural Fire District #9*

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Council member Trowbridge stated: “Joe, did you miss the meeting where we discussed that? We had one.”

Joe Birkel stated: “No, I wasn’t at that meeting.”

Council member Trowbridge stated: "Because I remember that we did vote on it as a Council and we voted to leave ten in there."

Joe Birkel stated: "When I was involved in the discussion, and it's been months ago, my understanding at the end of that was four were going to be left out. In fact, the day before they painted the lines, the drawing he had, had four of them left out because I called the guy (Greg Goldman) when they were starting to mark things out, just to verify you know, and Greg said: "I've got these in my pickup, I've got the map right here." and he shuffled through and he said "Yea, I see it", an adjustment and it looked like four spots removed with a triangle to bring that traffic back together."

Council member Trowbridge stated: "I don't know where he got those marching orders but it wasn't from this group."

Matt Hilger stated: "But, none the less, what our issue is, and it's pretty obvious, especially if you've ever been down there when we leave, we cannot pull out of the station and go westbound on the westbound lane when there are cars parked there. What our concern is, what we do is, we go down the wrong lane. We go down the eastbound lane from Carquest to Union Bank because we cannot make that corner; that's assuming people park inside the lines, which the day before yesterday we had a call, we couldn't even get the squad down that street because of the way people were parked all the way off into the lane and behind the center parking. This has been an issue for years, so that's why we thought when this discussion came up, and we talked about it with Leo A. Daly, I don't even know how long ago that was, about removing those spots for that purpose. So, it's still a problem. The trucks just don't turn that short; where we can come out of the building, clear the building, and turn and go down the west bound lane, and that's the problem that we have. So, we currently go west, down the east bound lane, against traffic."

Council member Trowbridge stated: "Like the discussion with the Sheriff's department, you also have lights and sirens, and full right-of-way."

Council member Hotovy stated: "No, they don't."

Council member Trowbridge stated: "You don't have full right-of-way? Oh, excuse me."

City Attorney Egr stated: "They don't. The only one that has the absolute authority are law enforcement; the fire department is "just asking" for the right-of-way; they have lights and sirens just to warn the public they are coming."

Mayor Zavodny stated: "I think part of our confusion on this whole thing, at one time there was discussion over not having any there. I received a text from Mark Rerucha saying everybody he's talked to said, "you know, I'd give up the two most eastern ones as part of a compromise", it was never discussed more than that, trying to say "I need some parking too" but also, so the fire trucks can have some room too."

Discussion followed. There are currently 10 parking spots; leaving six and removing four would solve the problem. The two most eastern ones which actually be four parking spots. Council member Kobus asked if they couldn't back up and then go again. That's not a reasonable compromise as it was noted that their rule is that if they have to back up, they put a spotter back there. It's very challenging and nerve-wracking to back it up, even if you have experience with semis.

Council member Trowbridge asked: "How did we ever get to 2019 with those parking places being there?"

Matt Hilger stated: "Well it's always been a problem, I just thought while we're in the process, I guess. If we just left everything as it always was for the sake of doing it, we'd still be throwing water with buckets too. We're trying to move forward. My responsibility to you, to all the citizens, and everyone who depend on us, is to do things as efficiently as we can."

Council member Trowbridge made a motion to leave the center parking spaces at ten (10), as they currently are, on "D" Street between 5<sup>th</sup> & 6<sup>th</sup> Street. Council member Meysenburg seconded the motion. Council member Hotovy stated: "It's amazing there is such a discussion about parking in the interest of public safety." Voting AYE: Council members Kobus, Meysenburg, and Trowbridge. Voting NAY: Council members Vandenberg and Hotovy. City Clerk Kovar asked City Attorney Egr if she should call on Mayor Zavodny to vote. City Attorney Egr stated: "No; it passed, as we have the majority of those present."

The Schneider road right-of-way was discussed. Building Inspector Ray Sueper had mailed Nick Schneider the following letter:

July 31, 2019

Mr. Nicholas Schneider  
507 Oak Street  
David City, NE 68632

RE: Changes to Original Plat.

Mr. Schneider,

Upon advisement by the City Attorney, I am requiring you to resubmit your desired plat changes to your Minor Subdivision for review by the City's Planning Commission. Please make arrangements with Tami Comte for a place on the next available Agenda slot. The next Planning Commission meeting would be September 3<sup>rd</sup>, 2019 at 5:00 PM, with a deadline for submittals of August 15<sup>th</sup>, 2019.

This is in regard to Section 4.10 of the City's Subdivision regulations which govern street jogs and offsets. Offsets in the street alignment across the intersection, as you have revised, are not allowed without a Waiver from the City Council. My office does not have the Authority to approve the plans which you submitted last week as an amendment to your building permit. Only the City Council can approve your proposal, after consideration by the Planning Commission.

This action is required due to a revised plat proposal submitted to my office last week.

Please have your surveyor provide you with the appropriate re-plat proposal to submit with your Agenda request. The new plat/site plan proposal should show all variations from the plat that was originally given to the Planning Commission and City Council for consideration.

On and additional note the house which you have bought from the DC Public Schools must be removed from the school property within the next 15 days. It has been determined to be a Dangerous Building due to its current location and status, as per Ordinance 3-501.

Respectfully,  
Ray Sueper, City of David City Zoning Administrator



difference in the street, bottlenecking it, I agree with you it does seem like a reasonable solution. However, the other part of this is we have a house up in the air, school has started, and the other night when they were talking 70mph straight winds, I was thinking about securing the crap around my house and then I thought about that house sitting up in the air on that school property thinking "this is a bad deal; its unsafe". So, what do you want for a final result here? We need to get that house off of that school property. Until we go through the process, this has to go to the Planning Commission which I think they are working on that, do we have an objection to him moving the house and it sitting up the air on his property?"

Council member Trowbridge stated: "There's never been an objection to that."

Council member Kobus stated: "No, he's the one that left it there."

Mayor Zavodny stated: "I just don't want to assume, that's why I'm asking."

Council member Trowbridge stated: "My suggestion, since we did nothing to stop this house from moving, nothing, that we hold the fifteen-day rule and we beginning fining Mr. Schneider on the sixteenth day through whatever day it takes to get it moved to that property over there and we revisit those fines, if it is within a reasonable time, and forego them if it is done expediently. If it continues the way it has been, which is forever and three days, then it's going to be one big fine Mr. Schneider." Council member Kobus seconded the motion.

Nick Schneider stated: "You do realize that the Downtown Renovation Project just stopped about two weeks ago, right? Scrib's House Moving couldn't move it."

Much discussion followed.

Mayor Zavodny stated: "That is a weird piece of property because of the drainage and all that. We are here because you decided you would like to add a garage. Our option there is to do what Ray said; we are going to have a street that changes width for the amount needed to meet setbacks. If the Planning Commission comes back and says, we are okay with the garage, we are okay with where he wants to put it, you are going to have to show some faith here and move the house to your property, sitting there at the school is not a great option for us. Can you just get the house moved to your property? I don't think; Is anyone here willing to fight him if the Planning Commission says it's okay?"

Several Council members stated they weren't going to fight him.

Nick Schneider stated: "Can I get a vote on that? If I do everything you just said."

Mayor Zavodny stated: "Nick has asked a fair question. Contingent upon Planning Commission approval, we will do nothing else to stop this project. Are we in agreement with that?"

Council member Hotovy stated: "We haven't done anything to stop this project."

Mayor Trowbridge stated: "I agree with you totally, I am just trying to get where he will move the house and have some assurance that everything else is taken care of and it can get done."

Nick Schneider stated: "As long as Bill Scribner is okay with this because he is in charge of moving the house. As long as I get a vote today that no one will interfere, I will tell him tomorrow to start moving the house."

Mayor Zavodny stated: "I think we have given that assurance."

Nick Schneider stated: "I would like a vote. If it makes anybody feel better, I will call him tonight and tell him to start moving the house, as long as I have a vote."

Mayor Zavodny stated: "Let me tell you what I don't think we can do. I don't think I can give you that consideration based on what the agenda says. I think that would be an open meetings law violation. Counsel?"

City Attorney Egr stated: "I think you can do it; get the vote and get it done."

Mayor Zavodny stated: "The agenda item says "road right-of-way". What we are trying to consider at this point, the only motion we've heard is to assess the fine after fifteen days, and I don't think you're unreasonable in asking that we're not going to bother you anymore. If the Planning Commission says okay, we're going to say okay. Counsel, give me your argument as to why this is okay, based on what the agenda says."

City Attorney Egr stated: "I think it's okay because it talks about the road right-of-way and this is in relation to the road right-of-way, it's in relation to the best interest of the City of David City and the best interest from our liability standpoint. Amen."

Council member Trowbridge stated: "The best interest of the City of David City is to do nothing and let the fifteen days run out."

Mayor Zavodny stated: "That is not untrue."

City Attorney Egr stated: "Part of my job though as City Attorney is to keep this Council and this City out of court, and that house sitting there is just one big lawsuit waiting to happen and I think we have the district looking at a lawsuit, Mr. Schneider looking at a lawsuit, and if we don't do anything as a City I think we can be brought into a lawsuit also."

Mayor Zavodny stated: "Here's where I think we are at; we have a motion and second to say it's fifteen days; we can revisit that and waive the fines if we choose to do so. If you can get the house moved, I understand now you are looking at the mercy of Scrib, but let's say it takes seventeen days, we can always come back and say "you know what, we are going to forgive those fines". Are you willing to move it to your property?"

Nick Schneider stated: "Yea, if I get a vote. I want you guys' word that you won't hinder anything once it goes through the Planning Commission."

Much discussion followed.

Mayor Zavodny stated: "Ok, we are voting on the motion by Council member Trowbridge, seconded by Council member Kobus, to assess fines after the fifteen-days, which we've established is August 15<sup>th</sup>. Voting AYE: Council members Hotovy, Vandenberg, Kobus, Trowbridge, and Meysenburg. Voting NAY: None. The motion carried."

Mayor Zavodny stated: "If you can work on getting that done, you have our word that we will look at those fines if you can get the house moved in a very timely manner; time is of the essence, very close to the fifteen days, I am perfectly willing to bring this back to this Council and look at rescinding those fines."

Council member Hotovy made a motion to pass Resolution No. 13 – 2019 approving the execution of an agreement to waive receipt of the non-primary entitlement funds apportioned to the David City Municipal Airport in Fiscal Year(s) 2017, and transferring these funds to another Nebraska Airport. Council member Trowbridge seconded the motion. Voting AYE: Council members Meysenburg, Vandenberg, Kobus, Hotovy, and Trowbridge. Voting NAY: None. The motion carried.

**RESOLUTION NO. 13 - 2019**

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGREEMENT TO WAIVE RECEIPT OF THE NON-PRIMARY ENTITLEMENT FUNDS APPORTIONED TO THE DAVID CITY MUNICIPAL AIRPORT IN FISCAL YEAR(S) 2017 AND TRANSFERRING THESE FUNDS TO ANOTHER NEBRASKA AIRPORT.

BE IT RESOLVED by the Mayor and members of the City Council of David City, Nebraska, that:

1. The City shall enter into an Agreement with the Federal Aviation Administration waiving the airport's right to the specified non-primary entitlement funds and transferring those funds to the NDOT Division of Aeronautics for use on a Nebraska airport project.
2. The Mayor of the City of David City is hereby authorized and directed to execute said Agreement on behalf of the Airport Authority.
3. The Agreement referred to hereinabove is attached hereto as Exhibit "O", and made a part hereof by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the execution of an agreement, to waive receipt of the non-primary entitlement funds apportioned to the David City Municipal Airport in Fiscal Year 2017, and transferring these funds to another Nebraska Airport, is hereby approved.

PASSED AND APPROVED this 14<sup>th</sup> day of August, 2019.

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Mayor Alan Zavodny

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City Clerk Joan Kovar

Interim Water Supervisor Aaron Gustin stated: Mitch Ehmke of Henningsen Foods, had given me this invoice for the Council to look at to see if the City would be willing to pay this. He incurred this invoice based on the recommendation of an individual from the water department. It was his recommendation that they utilize this company to locate a water main while knowing that the Rural Water Association would do it for free, and it ended up that the Rural Water Association had to do it because they were unsuccessful in locating it."

Aaron, the attachment is invoice (# 13857) from B-D Construction for additional \$13,370 that the general contractor is requesting for payment is due to inaccurate location data of David City's potable water mains. During the construction phase, several new exploratory openings/holes were bored in an effort to locate the city water mains due to miss information in the late winter/early spring time construct periods. It is our understanding, that these water mains were reconstructed when the city upgraded the storm water improvement plan in the past. This additional payment/scope had of multitude delays associated with the boring sub-contractor for the force main piping project called "Outfall from 202 to 101". These delays caused scheduling problems with other sub-contractors that were schedule beyond the allocated time to perform the work at David City. Therefore, Henningsen is requesting consideration of payment due to the additional time, manpower and cost that was accrued due to the inaccurate information on the project known as "Outfall 202 to 101".

Thank you for your consideration.

Mitch Ehmke  
 Project and Maintenance Manager  
 Henningsen Foods Inc- David City  
 Cell # (308) 870-5001



2154 East 32nd Avenue  
 Columbus, NE 68601  
 Phone: (402) 564-1225

OMAHA, NE 68144

Fax: 564-998B

<b>I1</b>
Invoice Number
13857
Issue Date
7/212019

Bill To: HENNINGSEN FOODS  
 14334 INDUSTRIAL ROAD

Re: HENNINGSEN FORCE  
 MAIN

Job No.	Customer	Job No.	Customer PO	Payment Terms	Due Date
18046				Net 30 Days	8/1/2019
Quantity	Description	U/M	Rate/Unit	Price	
1.00	POT HOLING SERVICE TO LOCATE WATER MAIN FOR FORCE MAIN PROJECT		13,370.00	13,370.00	

Council member Trowbridge made a motion to pay the invoice from B-D Construction in the amount of \$13,370.00. Council member Kobus seconded the motion. Voting AYE: Council members Vandenberg, Hotovy, Meysenburg, Kobus, and Trowbridge. Voting NAY: None. The motion carried.

The bids received for the engineering services concerning the proposed "O" Street Paving and Drainage Improvements were opened at the July 24<sup>th</sup> Council meeting.



Iowa • Kansas • Nebraska

[www.kirkham.com](http://www.kirkham.com)

July 19, 2019

RE: Professional Engineering Services Agreement  
O Street Paving and Drainage Improvements  
David City, Nebraska

Ms. Joan Kovar, City Clerk  
City of David City  
557 4<sup>th</sup> ST  
David City, NE 68632-0191

Dear Joan and City Council Members:

Kirkham Michael is pleased to provide this Letter Agreement to provide professional engineering services for paving and drainage improvements for O Street from the alley between 4<sup>th</sup> and 5<sup>th</sup> Streets east to 12<sup>th</sup> Street.

The project will involve removing the existing asphalt paving, making some grading changes to facilitate drainage, placing new concrete paving with curb and gutter, installing new storm sewer, building sidewalks and installing new street lighting. We anticipate providing the following scope of services for this project.

*Scope of Services*

This scope of work describes the necessary engineering design services required for the project.

**A. Topographic Survey**

Field topographic survey will be performed to obtain all necessary information pertaining to the existing site to allow for the design of the proposed improvements. Survey will include ground elevations, existing structures, utilities and surfaces along the proposed improvements. The survey will also involve locating lot pins.

**B. Plans and Specifications**

1. Locate and reference existing utilities and pavement surfaces.
2. Prepare drawings and specifications showing the scope, extent and character of the work to be performed and furnished by the contractor(s).
3. Prepare contract agreements, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders - all of which will be generally consistent in form and substance with the forms prepared by the Engineers Joint Contract Documents Committee, and assist in the preparation of other related documents.

4. Furnish the contract documents, drawings and specifications along with an Opinion of Probable Construction Cost and review them with the Owner.

**C. Bidding**

1. Services during the bidding process will include aiding the City of David City in obtaining fair and competitive bids for the construction work.
  - a. Bid Letting. Kirkham Michael will advise and assist the City of David City as required during the bidding phase of the project.
  - b. Issue Addenda. Contractor questions concerning the plans, specifications and contract documents will be answered. Kirkham Michael will coordinate the issuance of addenda, with the City, to clarify the intent of the documents.
  - c. Bid Tabulation and Contract Award. Kirkham Michael will prepare and furnish a tabulation of bids to the City. A recommendation for award of contract will be made based on the bid review and consensus on the most responsive and responsible bidder. We will also assist the City in preparing conformed copies of the contract documents.

**D. Construction**

1. Kirkham Michael will provide the following services during construction.
  - a. Schedule and attend a preconstruction conference with the Contractor and City.
  - b. Construction staking to provide alignment and grading for drainage work.
  - c. Shop drawing review and approval.
  - d. On-site construction observation to monitor construction quality and progress.
  - e. Processing any field changes or change orders, applications for payment.

***City's Responsibility***

The City will be responsible for the following tasks:

1. Supply all maps, drawings, records, and other available data pertinent to the project.
2. Make necessary policy and budgetary decisions to enable timely completion of the work.
3. Pay for any permit application fees or expenses.
4. Pay for construction material testing.
5. Providing construction and permanent easements.

***Schedule***

Kirkham Michael will complete the necessary topographic survey and plan and specification design services within approximately 120 calendar days after the full execution of this agreement.

*Fee Proposal*

For the above survey, plans and specifications and bidding services, Kirkham Michael shall be paid a lump sum fee of one hundred twenty-seven thousand, one hundred dollars, (\$127,100.00). This amount includes our professional services fee and project related reimbursable expenses.

For the above construction phase services, Kirkham Michael shall be paid an amount equal to the cumulative hours charged to the specific project task by each employee, times the Standard Hourly Rates for each applicable billing class for all services performed. Hourly rates are attached to this agreement (Exhibit B). Estimated total charges are expected to be \$158,200. If the total construction phase charge exceeds this amount, Kirkham Michael will notify the City and provide an explanation of additional charges. Additional charges will be subject to City approval. This amount includes our professional services fee and projected related reimbursable expenses.

You will be invoiced on a monthly basis for services rendered during the preceding month. Payment for all services rendered is to be completed monthly, based upon invoices for progress to date. Invoices are due and payable upon receipt.

*Equal Opportunity*

In the performance of this Contract, Kirkham Michael and its contractors or subcontractors shall not discriminate against any employee, or applicant for employment, on the basis of race, color, religion, sex, disability, marital status, national origin or age.

*Compliance with Laws*

Kirkham Michael shall perform all services in accordance with all applicable laws and regulations enacted and promulgated by the United States, the State of Nebraska, or any political subdivision thereof which govern the conduct of Kirkham Michael during the performance of its obligations under this Contract, and they shall be deemed to be included in this Contract as though written out in full in this Contract.

*E-Verify*

Kirkham Michael is required to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

*Amendments*

This Contract shall not be amended or modified except by written amendment executed by both parties hereto.

In submitting our professional engineering study and planning proposal, we pledge the commitment of Kirkham Michael's resources to the timely delivery of quality services. We propose that this document serve as our contractual agreement.

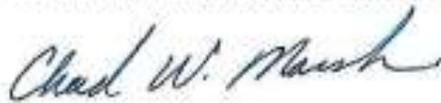
The Terms and Conditions (Exhibit A) that are attached to this Agreement shall be considered incorporated and shall become an integral part of this Agreement.

We propose that this document and the attached Exhibit "A" serve as our contractual agreement. If the above-described items are satisfactory to you, please sign and date both the "original" and the "duplicate" copies of this letter agreement. Keep the "original" copy for your files and return the "duplicate" copy to us for our files.

Receipt of this letter will be considered our notice to proceed with the work. Thank you for your consideration.

Sincerely,

KIRKHAM, MICHAEL & ASSOCIATES, INC.



Chad W. Marsh, RLS  
Vice President



Ryan A. Brandt  
Senior Project Engineer

Enclosures – Exhibit A

**ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED**

\_\_\_\_\_  
City of David City

\_\_\_\_\_  
Date



July 19, 2019

**City of David City**  
557 4th Street  
David City, NE 68632-0191

RE: Proposal for Professional Services to Design Paving Improvements for O Street

**Dear Selection Committee Members:**

At Olsson we understand the importance of quality infrastructure and how it plays a vital role in the stability and growth of communities. Utility and roadway improvements are the types of projects that residents and visitors notice. We are eager to partner with you to improve O Street and make a visible difference in the City of David City. We know we are the best partner for the job. Here's why:

**WE KNOW THE COMMUNITY AND THE INFRASTRUCTURE IN DAVID CITY.**

Our team has worked with the city on 50-plus projects including the Industrial Drive/West O Street Improvement project and the 10th Street project. Our familiarity with O Street and its drainage characteristics and our relationship with the community means we can hit the ground running and complete the design efficiently so that you get the most competitive bids for construction.

**WE ALWAYS HAVE YOUR BEST INTERESTS IN MIND.**

We are a full-service firm committed to improving communities like yours. As project manager, I want our designs to reflect the needs and desires of the people and families who call David City home. That's why I visit the city, talk to staff at the street department, and attend city council meetings. I understand the design, materials, and construction schedule needed to improve O Street to its maximum potential without breaking the bank.

At Olsson, we stay involved in projects after final design. Our construction observers are on-site to represent your best interests. They enforce compliance with plans and specifications so that contractors get the job done right the first time.

**WE ARE RESPONSIVE AND OFFER HIGH-QUALITY CLIENT SERVICE.**

We have assembled a highly qualified team with the capacity to complete this project. Our team and experience working with the City of David City make us the ideal choice for this project, and we look forward to the opportunity to work with you. If you have any questions about our submittal or qualifications, please contact me by phone at 308.398.2945 or by email at dziska@olsson.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dave Ziska". The signature is fluid and cursive.

Dave Ziska, PE  
Olsson Project Manager

# SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated July 19, 2019 between the City of David City, Nebraska ("Client") and Olsson Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

**Project Location:** David City, Nebraska

**Project Description:** This project will include design of new Portland cement concrete street paving for O Street in David City, Nebraska, from the alley between Fourth and Fifth streets then eastward approximately 3,000 feet to 12th Street. The project design will involve client coordination and will include new concrete pavement, storm sewer improvements, sidealks, grading, and other features normally associated with new pavement improvements.

Olsson shall provide the following services to Client (Scope of Services) for the Project:

## 1.0 DESIGN PHASE SERVICES

\$58,750.00 LUMP SUM FEE

1. Site topographic survey of the existing site to include "O" Street within right-of-way lines and property pins (where existing) within survey boundary area. Control points shall be set along the corridor for use in construction staking. Survey shall be supplied in AutoCAD Civil 3D 2018 format.
2. Prepare site layout and dimensional plan.
3. Prepare Stormwater Pollution Prevention Plan (SWPPP), erosion control plan and permit. Contractor/Builder shall be responsible for maintenance, monitoring, and reporting requirements of the SWPPP during construction.
4. Prepare paving plan and profile construction documents to pave O Street as described above. Construction documents to include paving plans, geometrics, cross sections, details, grading, sidewalk construction, proposed storm sewer drainage improvements and specifications.
5. Includes two site visits with the Client during the design at the 30 percent and 90 percent levels.
6. It is not anticipated that additional easements or rights-of-way will be needed for the project and are not included in this agreement. Proposed paving to be designed within the existing rights-of-way.
7. Deliverables include construction drawings with specifications, electronic AutoCAD Civil 3D files.
8. Prepare a traffic control plan for temporary detours/construction signage.
9. Prepare a construction cost opinion for the project work.

The following is not included as part of this agreement, but can be added as additional services under separate agreement or amendment:

- Landscape plans or sprinkler/Irrigation designs.
- Legal and/or boundary surveys.
- Bid phase services (e.g., advertisement, plan distribution, attending bid letting, bid tabulation, bid award, council meeting, etc.)
- Construction phase services (e.g., submittal review, administration, meetings, staking, observation, testing, etc.).
- Geotechnical soil borings and soils report.
- Street lighting design or layout.
- SWPPP maintenance, monitoring and reporting.
- Drainage studies of the project area.
- Creation of paving districts or setting assessments.
- Creation or acquisition of additional rights-of-way or easements.
- Assistance with any grants, Tax Increment Financing, and/ or funding documentation.
- Water main and sanitary sewer design.

- - - - -

Council member Hotovy stated: “Can we seriously look at engineering this out when we don’t truly have a funding mechanism or the cash to do the project? The streets junk, but the guys are doing a great job of keeping the potholes out of it and the millings have helped the issue, and maybe we can put this off for a while until we can find a funding mechanism to actually do the work. But, if we pay \$50,000 - \$100,000 or whatever for the engineering and we don’t have a funding mechanism for ten years to actually do the project, you are going to have to re-engineer it in ten years from now anyway. We do not have the funding.”

Discussion followed.

Council member Hotovy made a motion to “table indefinitely” consideration of the bids received for the engineering services concerning the proposed “O” Street paving and drainage improvements. Council member Trowbridge seconded the motion. Voting AYE: Council members Meysenburg, Vandenberg, Kobus, Hotovy, and Trowbridge. Voting NAY: None. The motion carried.

The Bone Creek Museum has requested using the City Park, utilizing Stop-Inn’s Special Designated Liquor Permit, to provide frozen Margarita’s and Mexican Beer in the Park on September 8<sup>th</sup> from 3:30 p.m. – 6:30 p.m.

Dr. Victor Thoendel was present and informed the Council that they would like to hold Corn Fest, which is a fund raiser for the Bone Creek Museum, in the City Park on September 8, 2019.

Council member Trowbridge made a motion to approve the request by Bone Creek Museum to utilize an area of the City Park on September 8<sup>th</sup> for Corn Fest, the museum’s only annual public fundraiser event. Council member Meysenburg seconded the motion. Voting AYE: Council members Hotovy, Vandenberg, Kobus, Trowbridge, and Meysenburg. Voting NAY: None. The motion carried.

There being no further business to come before the Council, Council member Hotovy made a motion to adjourn. Council member Vandenberg seconded the motion. Voting AYE: Council members Kobus, Trowbridge, Meysenburg, Hotovy, and Vandenberg. Voting NAY: None. The motion carried and Mayor Zavodny declared the meeting adjourned at 8:58 p.m.



CERTIFICATION OF MINUTES  
August 14<sup>th</sup>, 2019

I, Joan Kovar, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of August 14<sup>th</sup>, 2019; 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.

---

Joan Kovar, City Clerk