

**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 **8th day of April, 2015**, in the meeting room of the City Office, 557 N 4th 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 3rd day of April, 2015.

AGENDA AS FOLLOWS:

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| 1. Roll Call; | <hr/> Mayor Alan Zavodny |
| 2. Pledge of Allegiance; | |
| 3. Inform the Public about the location of the Open Meetings Act and the Citizens Participation Rules; | <hr/> Council President Gary L. Kroesing |
| 4. Minutes of the March 11 th , and March 30 th , 2015, meetings of the Mayor and City Council; | <hr/> Council member Michael E. Rogers |
| 5. Consideration of Claims; | |
| 6. Committee and Officer Reports and a presentation by Sheriff Marcus Siebken; | <hr/> Council member Thomas J. Kobus |
| 7. Consideration of a Project Update by Dawn Danley of Leo A. Daly concerning the Downtown Redevelopment Project; | |
| 8. Consideration of selecting an Engineering Firm concerning the water main extension to the David City Airport; (Olsson Associates and Kirkham Michael submitted proposals.) | <hr/> Council member Kevin N. Hotovy |
| 9. Consideration of an Interlocal Agreement between the City of David City and Butler County concerning the "A" Street Bridge; | <hr/> Council member Gary D. Smith |
| 10. Consideration of the final drainage memo with updates from Olsson Associates concerning the drainage structure replacements (bridges) on East "A" Street and 11 th Street; | <hr/> Council member John P. Vandenberg
<hr/> City Clerk Joan E. Kovar |

11. Consideration of Amendment #2 (to the Letter of Agreement for Professional Services dated August 29, 2014, between City of David City and Olsson Associates, Inc. concerning the East "A" Street bridge) not to exceed \$15,500;
12. August 29, 2014, between City of David City and Olsson Associates, Inc. concerning the 11th Street bridge) not to exceed \$18,000;
13. Consideration of Resolution No. 4 – 2015 approving the 2015 Local Emergency Operations Plan;
14. Consideration, and discussion of, a Lease Agreement with Scott Steager d.b.a. Steager Storage concerning a secure storage area for towed vehicles;
15. Consideration of Ordinance No. 1225 adjusting the pay for City Clerk-Treasurer Joan Kovar;
16. Adjourn.

CITY COUNCIL PROCEEDINGS

April 8, 2015

The City Council of the City of David City, Nebraska, met in open public session in the meeting room of the City Office, 557 N 4th Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on April 2nd, and an affidavit of the publisher is on file in the office of the City Clerk. The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection during regular office hours. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Mayor Alan Zavodny, Council members Thomas Kobus, Gary Smith, Kevin Hotovy, and John Vandenberg. Council members Gary Kroesing and Mike Rogers were absent. Also present were City Attorney Jim Egr, and City Clerk / Interim City Administrator Joan Kovar.

Also present for the meeting were: Sheriff Marcus Siebken, Dawn Danley of Leo A. Daly, Craig Reinsch and Matt Rief of Olsson Associates, Roger Helgoth and Ryan Brandt of Kirkham Michael, Jared Storm and Shawn Kranda of Hershey Flying Service, Scott Steager d.b.a. Steager Storage. Adam Herink of Bluestem Energy Solutions, Butler County Highway Superintendent Jim Rerucha, Banner Press Editor Larry Peirce, Larry McPhillips, Kory Kuhlman, Janis Cameron, David McPhillips, Rex Rehmer, Street Foreman Rodney Rech, Electric Plant Supervisor Eric Betzen, Water Employee Kevin Betzen and wife Amy.

The meeting opened with the Pledge of Allegiance.

Mayor Zavodny informed the public of the "Open Meetings Act" posted on the east wall of the meeting room and asked people to silence their cell phones.

The minutes of the March 11th, and March 30th, 2015 meetings of the Mayor and City Council were approved upon a motion by Council member Smith and seconded by Council member Kobus. Voting AYE: Council members Hotovy, Smith, Vandenberg, and Kobus. Voting NAY: None. Council members Kroesing and Rogers were absent. The motion carried.

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

Mayor Zavodny stated that Sheriff Siebken was present for the Committee and Officer Reports.

Sheriff Marcus Siebken stated: "The calls from February to March, obviously the numbers are going up because the weather is changing so we are picking back up. Starting next Monday, the Deputies will be assigned an area for David City to check on property nuisances, the lawns, non-registered vehicles, and those kind of things. The only thing I ask for is, if the City guys see something that we're not seeing if they could relay it to us. That would be very helpful. A lot of the guys are working night shifts where they don't get to see a lot. That's all I have. Do you guys have any questions about calls for service for March?"

Mayor Zavodny stated: "I think things are going well. We appreciate working with your office and I think on behalf of the Council we appreciate that relationship."

Council member Hotovy made a motion to accept the committee and officers reports as presented. Council member Smith seconded the motion. Voting AYE: Council members Vandenberg, Kobus, Hotovy, and Smith. Voting NAY: None. Council members Kroesing and Rogers were absent. The motion carried.

Dawn Danley of Leo A. Daly stated: "I just wanted to come tonight and go over a schedule with everybody so that you knew what we're going to be up to. This is a schedule all the way up to the start of construction. We have had the project area flown for the survey, so they are currently 50% done compiling it in the computer for me. I think we surveyed from 5th Street all the way through to the Railroad Tracks so we surveyed a very large area for us. So I should have that, I would hope, in about two weeks. Once I get that I am going to mobilize the ground surveyor, which is Gilmore, they are part of our team, to come out and get inverts, get the building, the doorway elevation, so I know what I am dealing with, with heights, and then locate as many utilities, underground, as we can. So at that point you'll see people, survey crews, out here doing that."

Mayor Zavodny stated: "A couple things on that. One, we have some invitations to go look at tunnels, and then I know it hasn't been engineered or anything yet, but are you fairly confident that we can address the drainage things, cause I know that's going to be one of the first and main things, especially the puddle that accumulates because of the highway crown."

Dawn Danley stated: "It's going to be flat, I mean pretty flat, but it will have a minimal slope on them, I think in the worst areas that water will eventually get out of there. We'll recreate the crowns, we'll get it off the roads, and we'll get it in the gutter line. Usually when we have drainage issues like that, the curb and gutter will be sloped pretty minimally. In areas where I can have a good slope, we will, but there may be some areas that will be pretty minimal so it will be really important during construction that they pour it accurately and correctly so that we don't get any puddles or ponds out there."

Mayor Zavodny stated: "And that's something we can't afford, because that's one of the first things that every time this comes up, "*Are you going to fix that?*" And if we don't, guess what? That's problematic."

Dawn Danley stated: "Well, you know, and the thing is you have these long blocks so we could put inlets at the ends. Do we put inlets in the middle and try to catch it half-way? We can do stuff like that so that is definitely things that I will be considering. So Site Assessments, the 3rd item on the list, that's me, and that ties in to what you said Alan. I'm going to be coming out here, I want to take pictures of all the doorways, I want to locate where people have no curb, where they do have curb, just for my knowledge. It will show on the survey but that way when we meet with the owners I have a good document of what's in front of their building, what they want when we talk about it and all that. At that time, I would love to go down and see any type of tunnel if we can coordinate it, you know, if I know the dates I'm coming out. So right now I would like to come out next week at least a day or two and then we'll just follow up with a day or two through the next couple weeks. So that'll be me, Site Assessments, just gathering up information while we are waiting on the survey. Geotechnical will probably mobilize once I get the survey towards the end of April. They'll be out here doing borings in your roadways, borings where we think there's some bad fill where the old drainage way was, so that they can help give me a pavement design section that we need to use. So then probably towards the beginning, mid, May, 35% of the design will start. We'll have as much information as we can, in hand, and that will take us through June. Part of that 35% design will be the cross section of the street, identifying exactly how wide the parking is, how wide the drive lanes are, I will be able to create that cross section, I'll have a general idea of drainage, we can look at bricks, and at the end of 35% I'll have a cost estimate at that point as well. So I will be back for sure, at that time, and we can go over it and then see how we want to move forward. Start talking about some alternate bids, and that way it's just the first process. Also at the end of 35% I am going to schedule a meeting with NDOR, as well as the County. We need to make sure that we are working closely with them, especially on the highway, how we tie in, how phasing will affect them, so I need to make sure that we are involved with them heavily so that their approval of everything is good. I'm thinking I would like a workshop at the beginning of June. What we've done before, which is really helpful if I can get participation, is for myself and another engineer to be here all day, and before we come, individual business owners could sign up for a time, and come in and go over their specific property. So, I probably will need help securing, and I know the think tank has offered some help and they have owner names and numbers, but we really, really, need to get the business owners at these workshops so that they can discuss any concerns they have, we can talk about ADA issues, we can talk about tunnel issues, we can talk about whatever we need to talk about. If they don't participate, we are going to have to make our best assumptions on certain things. I would really like to get this set up early in advance, they can sign up for a half hour, we can come early, we can leave late in the evening, we'll work however we need to work to get them to us. So after that, and you guys are good with 35% design, we'll move into 65%. That will take us from July thru September. Again, I will come back, we'll go over everything, and we'll have a better cost estimate. I will meet again with NDOR and then I'd like to have a second workshop, because I'll have the beginning of phasing plans put together, so that way we can go over phasing things as well. Then at the end of September thru the first of December we'll do 95% design so I will get everything ready. In the middle of that, probably October to November, we are going to need to submit for the permit for the water line, it takes about two months, so that way if they have any changes we can get them incorporated in the final documents. So, we'll be submitting that as soon as we have a plan or profile of that location on that I can send that off to Health and Human Services, they can review it, and we'll go from there. That's a big one, we have to do that. I'll use the last bit of December to finalize design. Looking at bidding after the first of the year. The size of project, we may want to consider going a little bit more than a typical 31 day bid period. I say we would have a bid meeting that they (contractors) are required to come to. First, we can walk it, we can talk about

it, and then give us another week or two after that to where they can keep looking at the plans. Contractors aren't going to look at this until a week before, so we want to try to make them look at it, and get all the questions out of there early. Then we'll take February to go over contracts, present them to you, you guys can talk about what we are going to award, and then assuming everything goes forward, construction is March of next year. I have about 17 months of construction, you just don't know with the winter conditions. We got shut down on the last two projects we've done over the winter because they just couldn't do anything (due to weather conditions.) So that's what I've got. I think I was planning on coming, I'll be out here at the end of every major phase, I'll be out here doing site stuff and then I'll come to your meetings here probably monthly just to give you an update on what's going on. Any Questions?"

City Attorney Egr stated: "I'm a business man on the square except on the west side. I just want to make sure that if there are delays, because of winter and weather and stuff like that, that businesses aren't going to be hurt too bad with parking for their businesses, for them, for their customers, and to make sure to minimize any kind of effects on their businesses."

Dawn Danley stated: "If we feel that could be a potential we'll put something in the bid document; this is where you need to be before shut-down, this is what has to be open, so everything is working and in order when they aren't out here. We've also learned lessons on the bidding procedure. Obviously we know we don't have sanitary sewer to be running into, it's just the water line and then there's no storm sewer, so I believe when we start digging things up we won't run into a lot of things, but we will put something in the bid tab for unknowns, maybe an allowance, just in case they do run into something."

Proposed Design Schedule
David City Downtown Improvement Project

Description	Start	End	Weeks	16-Mar	23-Mar	30-Mar	6-Apr	13-Apr	20-Apr	27-Apr	4-May	11-May	18-May	25-May	1-Jun	8-Jun	15-Jun	22-Jun	29-Jun	6-Jul	
Survey	3/16/2015	4/27/2015	6																		
Mobile Ground Survey	4/20/2015	5/25/2015	5																		
Site Assessments	4/13/2015	4/27/2015	2																		
Site Geotechnical	4/27/2015	6/8/2015	6																		
35% design	5/11/2015	7/6/2015	8																		
Meet with NDOR	7/6/2015	7/13/2015	1																		
Meet with County	7/6/2015	7/13/2015	1																		
Workshop #1	7/6/2015	7/13/2015	1																		

Proposed Design Schedule
David City Downtown Improvement Project

Description	Start	End	Weeks	13-Jul	20-Jul	27-Jul	3-Aug	10-Aug	17-Aug	24-Aug	31-Aug	7-Sep	14-Sep	21-Sep	28-Sep	5-Oct	12-Oct	19-Oct	26-Oct	2-Nov	
65% Design	7/13/2015	9/21/2015	10																		
Meet with NDOR	9/21/2015	9/28/2015	1																		
Workshop #2	9/21/2015	9/28/2015	1																		
95% design	9/28/2015	--	10																		
Submit for permit	10/19/2015	--	6																		

Proposed Design Schedule
David City Downtown Improvement Project

Description	Start	End	Weeks	16-Nov	23-Nov	30-Nov	7-Dec	14-Dec	21-Dec	28-Dec	4-Jan	11-Jan	18-Jan	25-Jan	1-Feb	8-Feb	15-Feb	22-Feb	29-Feb	7-Mar	
95% design	--	12/7/2015	10																		
Submit for permit	--	11/30/2015	6																		
100% design	12/7/2015	1/4/2016	4																		
Bidding	1/4/2016	2/1/2016	4																		
Contract Approval	2/8/2016	2/29/2016	3																		
Construction	3/7/2016	8/1/2017	17 months																		

Prepared by: Leo A Daly
 4/8/2015
 DTD
 002-10149-001



Water Employee Kevin Betzen stated: "There is Sanitary Sewer down the middle of 5th Street. You may want to camera it to see the structure of it, and what condition it is in, before we start tearing streets up. I guess I never heard anybody say anything about sewer, just water lines."

Dawn Danley asked: Is the sanitary sewer feeding both side of 5th Street?"

Water Employee Kevin Betzen stated: "I don't know, I would have to check on service lines."

Dawn Danley stated: "That's probably a good 40 – 50 years old?"

Water Employee Kevin Betzen and Mayor Zavodny both stated that the sanitary sewer is probably older than that.

Dawn Danley stated: "Then I think televising it would be a good thing. If I could get some help when I am out here next week and get a map and make sure we know where we think that's going; size and location. Then we can kind of determine our limits as to where we want to televise it. Hence the unknowns."

Mayor Zavodny thanked Dawn for the presentation and stated that we were now ready for consideration of selecting an engineering firm concerning the water main extension to the David City Airport.

Craig Reinsch of Olsson Associates and Ryan Brandt of Kirkham Michael each presented proposals as follows:



April 3, 2015

City of David City
Attn: Ms. Joan Kovar, Acting City Administrator
P.O. Box 191
David City, Nebraska 68632-0191

Re: Municipal Airport Water and Sewer Utility Extension
Request for Proposals
David City, NE – 2015

Dear Mayor and Members of the City Council:

This letter is a follow up to the discussion held at the March 30, 2015 Special City Council meeting, where the matter of preliminary engineering options for the airport utility extension was discussed. Additional information regarding proposed project cost and associated engineering design budgets was requested by the Council for the booster pump and water main loop options. In this letter, you will find the requested information. Please note that the costs provided are budgetary in nature. It was stated by Chief Buildings that they had until mid-November 2015 to have the water service installed to the building. The sanitary sewer component to the project has also been removed, as instructed by the City Council, and will be addressed as an on-site wastewater system by the proposed airport facility.

We have revised the two options to provide fire service at the new airport building to meet the 1,000 gpm at 55 psi fire flow requirement, as requested. It was stated that the fire duration needs to be maintained for 90 minutes, or a total of 90,000 gallons. Each option will be discussed individually.

1. Water Main Loop

A more permanent approach to providing increased fire flow and pressure to the airport site would be to provide a water main loop from the existing 12-inch main located at approximately S. 11th Street and Fox Haven Road to the intersection of 34 Road and Highway 15, and interconnect with the existing 8-inch main. If this option is selected, it is recommended that a 10-inch water main be installed from 34 Road and Highway 15 intersection to the airport for increased fire flow to the facility. Static and residual system pressures were confirmed at the Kansas and S. 11th Street location prior to making a final determination on pipe size. At this time, it is recommended that 1,100 feet of 10-inch main and 6,000 feet of 12-inch main should be provided.

We have visited the site, and with assistance from the City Water Department, conducted a fire hydrant flow test on the existing 12-inch main located at S. 11th and Kansas Streets. The current water-pressure situation is as listed below:

- The static pressure north of Kansas and S. 11th Streets is 86 psi.
- The residual pressure at the same location is 44 psi at a calculated fire hydrant flow of 3,039 gpm.
- The calculated residual pressure at the flow hydrant location, at a flow rate of 1,000 gpm, is anticipated to be 72 psi.
- A copy of the flow test report completed on April 2, 2015 is provided for reference.

For the purposes of this preliminary design, a 12-inch water main loop was considered. The flow conditions within a water service main generally are limited to velocities of between 5 and 10 feet per second. This means that the 12-inch main could handle flows of over 3,000 gpm, as shown from the fire hydrant flow test calculation. However, the main is limited to approximately 1,500 gpm with the pressure requirement of 55 psi at the proposed airport facility. If the pressure requirement were reduced, higher flows in the range of 2,500 gpm could be available in the area.

Using the 1,000 gpm flow rate, the subsequent headloss in the 6,000-LF of 12-inch main and 1,100-LF of 10 inch main to the airport site is approximately 11 psi. The elevation difference is approximately 12 feet, or 5 psi. This information results in a total pressure loss of 16 psi between the connection to the existing 12-inch main and the extension to the proposed airport building. The resulting calculated residual pressure at the airport site, using 1,000 gpm and the new 12-inch main TO 34 Road and a 10-inch main to the airport site, is within the range of 60 and 65 psi. The calculated pressure is greater than the required minimum water system pressure of 20 psi. Additional pressure and flows are available along the new water main extension, as growth occurs in this area. As stated previously, the pressure requirement limits the flow that can be provided to the area. It should also be noted that looping the water main will provide additional pressure and redundancy to the Aquinas high school, though the loop will have its primary connection to the 12-inch main at S. 11th and Kansas Streets.

The time to permit, site, design, bid, and construct a water main loop is on the order of 6 to 8 months. Starting in mid-April 2015, the anticipated completion time would be between October and December, 2015. The 1,100 feet water main extension portion could be installed first, and connected to the building as soon as possible for domestic purposes. The preliminary cost for the 10 and 12-inch water main loop extension, including construction, contingency, and engineering, is anticipated to be on the order of \$625,000, of which \$69,500 would be engineering design and construction.

2. Booster Pump

One option for addressing insufficient pressure using the existing system would be to install a booster pump. A review of 10 States Standards (2012) for booster pumps (6.4) was completed. The booster pump will need to maintain 20 psi of suction pressure. Two pumps will need to be provided, with one serving as a backup to the other. A smaller, jockey pump may need to be provided to maintain pressure at smaller flows, i.e. when fire demand is not needed. This was confirmed with NDHHS. However, NDHHS did say that a single in-line booster pump could be allowed, but a case would need to be made to them for approval. With this in mind, the cost estimate is shown to include a full station, which is the most conservative approach. This option already meets the current regulations and has been approved. It is up to the City on which option they'd like to pursue. Should the single in-line booster pump be desired, the pump would still need to be located in a vault, and include valves, piping, a bypass, controls, and other necessary components. It is anticipated that this system would be maintained and operated by the City. It is anticipated that the booster pump station would be installed in a modular style building that is a factory built, skid-mounted arrangement. If Option #1 is installed in the future, the booster pump station would then be obsolete.

The pump station could be installed south of the Aquinas area for ease of electrical installation, along Highway 15. The station will need to be located along the south tree line, after the existing 6-inch and 8-inch water mains loop, so that the booster pump station is located on the single existing 8-inch water main. It should be noted that the booster pump recommendation also requires a future 8 or 10-inch loop from the booster pump to the airport facility, which is an additional future cost.

The time to permit, site, design, and construct a booster pump station is on the order of 9 to 10 months. Starting in mid-April 2015, the anticipated completion time would be between January and February, 2016. The preliminary cost, including the 1,100-LF water main extension to the airport facility, as well as construction, contingency, and engineering of the booster pump station, is anticipated to be on the order of \$645,000, of which \$78,500 would be engineering design and construction. It should be noted that separate procurement of the booster pump will result in a second bidding requirement and second review by NDHHS.

Ms. Joan Kovar
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April 3, 2015

A summary of total costs is provided in the following table.

Description	Option 1 – Water Main Loop	Option 2 – Booster Pump
Total Option Cost	\$500,000	\$520,000
Total Preliminary Project Cost (water main extension only)	\$125,000	\$125,000
Total Anticipated Project Cost (includes engineering, contingency, and construction)	\$625,000	\$645,000
Engineering Design and Construction	\$69,500	\$78,500
Anticipated Completion (months)	6 to 8	9 to 10
Anticipated Completion (date)	Oct to Dec, 2015	Jan to Feb, 2016

Based on the required timeframe and preliminary opinion of probable project cost, it appears that Option #1 – Water Main Loop is the most feasible. The costs of the two options are similar (within 3 percent), but the water main loop will not require future maintenance of pumps, reliance on electrical service at a secondary location, or addition of future pumps to provide higher flows to the area. There are more benefits to installing the water main loop, such as looping the water main to Aquinas, future growth and business potential, and other similar recommendations. Option #2 does run the risk of becoming obsolete if the City decides that the water main loop is desired in their long-range growth plan.

For the purposes of this document, the extension was only taken to the airport access road off of Highway 15, as requested. Should the City desire to include additional water main on the airport site, we would work with the City to provide this as additional services. A revised engineering contract is enclosed with this letter, for consideration by the City.

It should be reiterated that the information provided herein is based on preliminary design data. If the 1,000 gpm at 55 psi fire flow requirement for the building is modified, the options and costs could be significantly less. Since the project will be bid during a busier time of year, and has a tight construction timeframe, it is anticipated that this combination may result in higher construction costs. We propose that alternate completion dates be provided to the Contractor as part of the project construction contract preparation to provide the City with other options, as discussed previously. As the project information, scheduling, permitting, contractor, and material availability researched during design progresses, it may require modification of these recommendations. However, the information provided is the best currently available.

We will plan to attend your regularly scheduled April 8, 2015 City Council meeting to discuss the proposed project and answer any questions that you may have, unless we hear otherwise from you. If you have any questions or need more information, please feel free to contact me at either 402.458.5671 or creinsch@olssonassociates.com.

Sincerely,



Craig Reinsch, PE

Encls.

3 April 2015

City of David City
Mayor Alan Zavodny
557 N 4th ST
David City, NE 68632

RE: Water Extension to Airport
David City, Nebraska

Mayor Zavodny,

Following are two project descriptions, engineering design fees and estimated construction cost for meeting the anticipated fire flow needs at the David City Municipal Airport.

Option 1 – Extend 12” water main from 11th Street and Fox Haven to the Airport site, including connecting to the existing 8” main at Highway 15 and 34 Rd (see attached drawing Concept ‘E’).

Engineering Fees	\$68,000
<u>Estimated Construction Cost</u>	<u>\$583,000</u>
Total	\$651,000

Option 2 – Build booster station near Aquinas High School and extend existing 8” main at Highway 15 and 34 Rd, to Airport Site (see attached drawing Concept ‘C’)

Engineering Fees	\$34,000
<u>Estimated Construction Cost</u>	<u>\$240,000</u>
Total	\$293,000

Option 1 (12” extension) would immediately allow for more development along it’s route. It is also dependent the exiting pressure at 11th ST and Fox Haven. I plan on performing some hydrant testing there between now and the Council Meeting on April 8th.

Option 2 (Booster Station) would involve installing equipment that will require additional maintenance by the City. It will also require additional electrical and control components to be added at the site.

Please review these proposed projects and associated costs and let us know if you have further questions. We can then proceed as directed.

Thank you for your time,



Ryan Brandt, P.E.



WATER MAIN CONCEPT 'C'



WATER MAIN CONCEPT 'E'

- EXISTING WATER MAINS
- PROPOSED WATER MAINS

Following the presentations, Council member Smith made a motion to accept the proposal of Olsson Associates – Option 1 – Water Main Loop – for an Engineering Design and Construction cost of \$69,500 (Total Anticipated Project Cost of \$625,000). Council member Hotovy seconded the motion. Voting AYE: Council members Kobus, Vandenberg, Hotovy, and Smith. Voting NAY: None. Council members Kroesing and Rogers were absent. The motion carried.



**LETTER AGREEMENT
FOR PROFESSIONAL SERVICES**

April 8, 2015

City of David City
Attn: Ms. Joan Kovar
557 North 4th Street
David City, Nebraska 68632

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**
Municipal Airport Water Utility Extension (the "Project")
David City, Nebraska

Dear Ms. Kovar:

It is our understanding that the City of David City, Nebraska ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project. This Letter Agreement supersedes the February 25, 2015 document, provided previously due to discussions held with the City Council since that time.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

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

DESIGN SERVICES

- The project is anticipated to include a water main utility extension design and construction administration along Highway 15, south of the intersection of 34 Road and Highway 15 and a loop along S. 11th Street/Road N and 34 Road, in David City, Nebraska. The water main will be extended from County Road 34 to south of the airport access road, a distance of approximately 1,100 linear feet. In addition, a water main loop will be installed south of S. 11th Street/Road N and Kansas Street, connecting to the existing 12-inch water main, and along 34 Road, a distance of approximately 6,600 linear feet. Locations will need to be confirmed as part of the project design and results of topographical survey.

- Project Initiation and Administration Services, including a project initiation meeting will be conducted with all parties involved to review the project site, identify specific goals, establish schedule for completion, and coordinate with Client's representative for the project. Olsson shall attend one design review meeting with City staff at the 90-percent design level for each project location. General administrative services to manage and support the design of the project will also be provided.
- Topographic survey data will include all necessary field and property surveys necessary for design and construction of the water utility extension. This will also provide vertical and horizontal control points. Survey data will be collected for both utilities at the same time. Existing easements will be included on the electrical topographical survey files. If additional easements are required for the project, this service can be required, but will be considered an additional service.
- Prepare detailed drawings and technical specifications for the proposed construction work and for all equipment and materials required under the contract. The documents will be prepared for construction by a private contractor selected by the Client as part of a competitive bidding process. The specifications shall contain contracts, bid forms, bidding instructions, General and Supplementary Conditions. A combined set of plans and specifications will be prepared for both utility extension locations.
 - Prepare Erosion Control/SWPPP details. The Contractor will be responsible for the SWPPP preparation and implementation.
- Provide three (3) sets of drawings and specifications to the Client for review at 90 percent, for each project location. As part of the review of each submittal, meet with Client or Client's designee to discuss their review comments and resolve any questions.
- Perform an "in-house" quality control review of each set of drawings and specifications at 90 percent completion.
- Opinion of Probable Construction Costs - Prepare an opinion of probable construction costs for the project work for both utility extension locations.
- Submit the water main utility extension to the Nebraska Department of Health and Human Services (NDHHS) and Incorporate Review Comments - Olsson will coordinate the project with NDHHS, and submit the project plans and specifications as required for approval and issuance of a construction permit. Coordination with Butler County will be completed to determine the need for a roadway crossing permit of County Road 34 and use of the county road right-of-way for the water main loop and extension. It is not anticipated that permits from the Nebraska Department of Roads will be required for utility work. Permit review fees shall be the responsibility of the Client.
- Provide three (3) sets of final plans and specifications to the Client for their use.

BIDDING PHASE SERVICES

- The project engineer will coordinate the issuance of notices to bidders and the distribution of bidding documents. Notices will be placed in the official publications directed by the City, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom the project team and/or the City staff know will be interested in the project. Documents will be available for inspection at Olsson offices.

- The project engineer will coordinate answering questions raised by bidders. Specialists will be used to address technical questions. Addenda will be prepared, as required, to provide clarification to questions. The City will be contacted regularly to keep him aware of any project changes resulting from bidders' questions.
- The project manager and/or project engineer will attend the bid opening. All bids properly received will be reviewed. Any inconsistencies or irregularities found in the bids will be reported to the City. In addition, the project manager and/or project engineer will attend the following City Council meeting to present the bid results to the City Council for consideration of recommending the award.
- Conformed copies of the contract documents, including all insurance and bond forms, will be prepared by the project engineer. The project manager will review the documents to confirm that all procedures have been properly followed. Copies of the conformed documents will be provided to the City for review. Approved copies will be distributed to the City, the contractor, regulatory agencies, and Olsson. These documents form the official contract between the City and the contractor, as well as the basis for decisions concerning the work.

CONSTRUCTION ADMINISTRATION SERVICES

- Perform construction administrative services including communication with the Contractor and City personnel, attendance at the pre-construction meeting, as well as up to three (3) site visits to verify construction activities, review of the Contractor's pay applications, shop drawing or submittal review (as defined below), respond to field questions from the City and/or Contractor, and other items requested by the City during construction, within the budget amount stated for construction administration.
- Shop Drawing Submittal Review – Review drawings and other data submitted by the Contractor as required by the construction contract documents. Olsson's review shall be for general conformity to the construction contract drawings and specifications for the Contract and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Substantial and Final Completion Inspections – Upon the Contractor completing substantial and final completion, inspection of the construction work and preparation of a tentative list of the items to be completed or corrected before final completion of the contract. Following substantial completion, conduct a final inspection to determine if the work is completed. A total of two (2) additional site visits will be made, than previously referenced. Olsson shall provide written recommendations concerning final payment to Client, including a list of items, if any, to be completed prior to making such payment. This item includes a site visit to review the completed items.

ADDITIONAL AND EXCLUDED SERVICES

- Exclusions:
 - Survey, research, and associated services for new easements.
 - Construction observation services.
 - Construction staking services will be provided by Olsson Associates, through an allowance with the Contractor. This item is not included in the current contract with the Owner.
 - The items described in the Exclusions section may be provided as additional services to the Client, if so requested.

- **Additional Services:** Should Client request work in addition to the Scope of Services (Optional Additional Services), Olsson shall invoice Client for such services at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

Anticipated Start Date:	April 9, 2015
Anticipated Design Completion Date:	July 8, 2015
Anticipated Construction Completion Date:	December 1, 2015

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Sixty Nine Thousand Five Hundred Dollars (\$69,500.00). A breakdown of the fee is provided below:

<u>Description</u>	<u>Design Fee</u>
Project Management and Coordination	\$ 7,500.00
Design Services	\$45,400.00
Bidding Services	\$ 4,000.00
Construction Administration	<u>\$12,600.00</u>
Total Design Services	\$69,500.00

Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

REIMBURSABLE EXPENSE: Olsson's reimbursable expenses for this Project are included in the fixed fee set forth above.

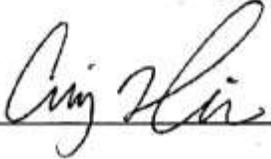
TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project representative shall be: Mr. Kevin Betzen

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

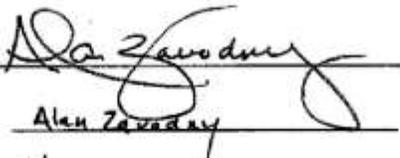
OLSSON ASSOCIATES, INC.

By 

By 

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF DAVID CITY

By 

Name: Alan Zavadny

Title Mayor

Dated: 4/8/2015

If different from above,

Client's Designated Project Representative

Attachments

General Provisions

Labor Rate Schedule

Reimbursable Expense Schedule

G:\Lincoln\Teams\PBIN\LETPROP\DC Airport Utility Extension\David City_Letter Agreement - Revised.doc

Street Foreman Rodney Rech and Butler County Highway Superintendent Jim Rerucha presented the following proposed Interlocal Agreement between Butler County and David City concerning the replacement of the east "A" Street Bridge:

INTERLOCAL AGREEMENT
BUTLER COUNTY / DAVID CITY

- Engineering Fees ½ County - ½ City
- Culvert Metal Pipe - 60" round; County has in inventory so will bill ½ cost out to the City
- County will do heavy demolition – tear out old structure - 100%
- County will do prep work including rock for base if needed – 100%
- City Engineer will be on sight to verify elevation
- County / City will band – Tamp culverts – ½ County - ½ City
- County / City will backfill, finish project – ½ County – ½ City
- County will do riprap 100% as per Engineer design
- City will do any erosion control and seeding – 100% (this is negotiable)
- County will provide aggregate on road top till concrete 100%
- City will do finish concrete road top 100% (this is negotiable)

This is what will be included in the agreement-----i.e. Julie, County Attorney, will write this up for the bridge on "A" Street

Both parties agreed that you will never get items divided evenly half and half so they will each keep log sheets of their time, labor, and expenses and then at the end of the project divide the costs up evenly between them.

Jim Rerucha stated: "Each entity keep track of their hours, keep track of their expenses, and in the end we just split it up 50/50 down the middle and that will keep it pretty simple."

Council member Kobus stated: "You're not talking too long to do this, with the City it can't take that long, a couple weeks?"

Jim Rerucha stated: "Yea, we should tear out....there's going to be some problems with water flow and the elevation. We are going to have to do a French drain; 2 weeks, weather permitting. We are looking at maybe the middle of July". (This will avoid the harvest and school traffic.) "I visited with Yanka Elevator and kind of told them this is what we are looking at doing. I have one request that the City's Engineer take care of the right-of-way. If we are going to go, I think we talked about 72" pipe, we are going to be beyond the 66' right-of-way."

Matt Rief of Olsson Associates stated: "That is in our amendment to the agreement to handle easements."

Mayor Zavodny stated: "Well with the two entities providing the majority of the labor and equivalent we're not going to get this done any better or cheaper."

Council member Kobus made a motion to approve each entity, the City and Butler County keeping track of their time, labor, and any and all expenses concerning the replacement of the east "A" Street Bridge and then splitting all costs and bills 50/50 at the end of the project. Council member Smith seconded the motion. Voting AYE: Council members Vandenberg, Hotovy, Smith, and Kobus. Voting NAY: None. Council members Kroesing and Rogers were absent. The motion carried.



TECHNICAL MEMO

TO:	City of David City 557 N 4 th Street David City, Nebraska 68632-0191
FROM:	Matt Rief
RE:	11 th and A Street Hydrology & Hydraulic Analysis Butler County, Nebraska
DATE:	April 3, 2015
OA PROJECT #:	014-2572

NOTES:

Enclosed is an updated Hydrology & Hydraulic Analysis for the 11th Street and A Street drainage structures, watershed maps, photo log, and Engineer's Estimates for each of the options. These estimates do not include environmental permitting.

Per discussions at February 11th City Council meeting and February 19th meeting with the County, it was concluded to install two 60" corrugated metal pipe at the A Street crossing. This will perpetuate the existing condition of conveying approximately a 5 year storm event, assuming the unregistered dam is maintained. The roadway will be overtopped for larger storm events. If a larger structure was installed, there were concerns of potential downstream flooding. The costs for this structure replacement will be split 50/50 with the County.

For the 11th Street drainage structure, it was concluded to construct a new twin 8.0' x 6.0' box culvert structure. The new structure will convey a 25 year storm event which has additional capacity compared to the existing structure.

Any alteration of these documents renders them null and void. Please advise if you have any questions.

Enclosures

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11th Street Drainage Structure

This analysis provides information on the final drainage analysis for the 11th street drainage structure in David City, Nebraska. Approximately 1,566 acres drain to the structure. Discharges from the structure and proceeds to an existing reservoir located west of the structure. There is an existing **unregistered** dam structure upstream of the drainage structure. Existing land use in the watershed is primarily agricultural with some development.

The hydrologic analysis of the site was performed using the USDA-NRCS TR-55 methodology. The parameters used in the hydrologic analysis include the curve number and time of concentration. The curve number is based on land use and hydrologic soil group of soils at the site. The soils within the contributing drainage areas were composed of hydrologic soil group "C", based on the Web Soil Survey site (<http://websoilssurvey.nrcs.usda.gov>). The time of concentration for existing conditions at the site is based on the topography of the site and the land cover and is computed using the methodology specified in the TR-55 manual.

Condition	Drainage Area (acres)	Time of Concentration (hr)	Curve Number CN
Watershed	1,566	1.92	87
Watershed w/Dam	1225	1.92	87

The following table shows the peak discharges to the drainage structure for both existing and proposed conditions.

Storm Event	Peak Runoff (cfs)	Peak Runoff w/Dam (cfs)
2-year	670	465
5-year	940	655
10-year	1,195	840
25-year	1,570	1,120
50-year	2,100	1,500

The existing structure has a 12.0' x 7.0' opening with an earthen bottom. The current capacity of this structure is 970 cfs. The roadway elevation at the existing structure is 1596.50, according to the site survey.

According to the drainage analysis, the existing 7.0' x 12.0' structures passes the 10-year event without any flow spilling over the road. There is a sag in the roadway on the north side of the proposed structure so any major storm event will overtop the roadway at that point.

We are proposing three options. Option A will meet the 25-year storm event with the possibility of if the dam is removed, while option B will meet the 25-year storm event with the assumption that the dam will remain in place. Both options will have a proposed length of 45.0'. Option C would be perpetuating the current condition passing a 5-year storm event and for larger storms the roadway would be overtopped. The summary of all three options are in the table below.

Option	Structure	Capacity (cfs)	Estimate
A	2 - 9.0' x 5.0' Concrete Box Culverts	1,355	\$122,640
B	1 - 12.0' x 6.0' Concrete Box Culvert	975	\$114,740
C	2 - 60" CMP Culverts	520	\$75,060

'A' Street Drainage Structure

This analysis provides information on the final drainage analysis for the A street drainage structure in David City, Nebraska. Approximately 1,206 acres drain to the structure. Discharges from the structure proceeds to an existing road crossing located approximately 1,950 feet downstream. There is an existing **unregistered** dam structure upstream of the drainage structure. Existing land use in the watershed is primarily agricultural with some development.

The hydrologic analysis of the site was performed using the USDA-NRCS TR-55 methodology. The parameters used in the hydrologic analysis include the curve number and time of concentration. The curve number is based on land use and hydrologic soil group of soils at the site. The soils within the contributing drainage areas were composed of hydrologic soil group "C", based on the Web Soil Survey site (<http://websoilsurvey.nrcs.usda.gov>). The time of concentration for existing conditions at the site is based on the topography of the site and the land cover and is computed using the methodology specified in the TR-55 manual.

Condition	Drainage Area (acres)	Time of Concentration (hr)	Curve Number CN
Watershed	1,206	1.75	87
Watershed w/Dam	865	1.75	87

The following table shows the peak discharges to the drainage structure for both existing and proposed conditions.

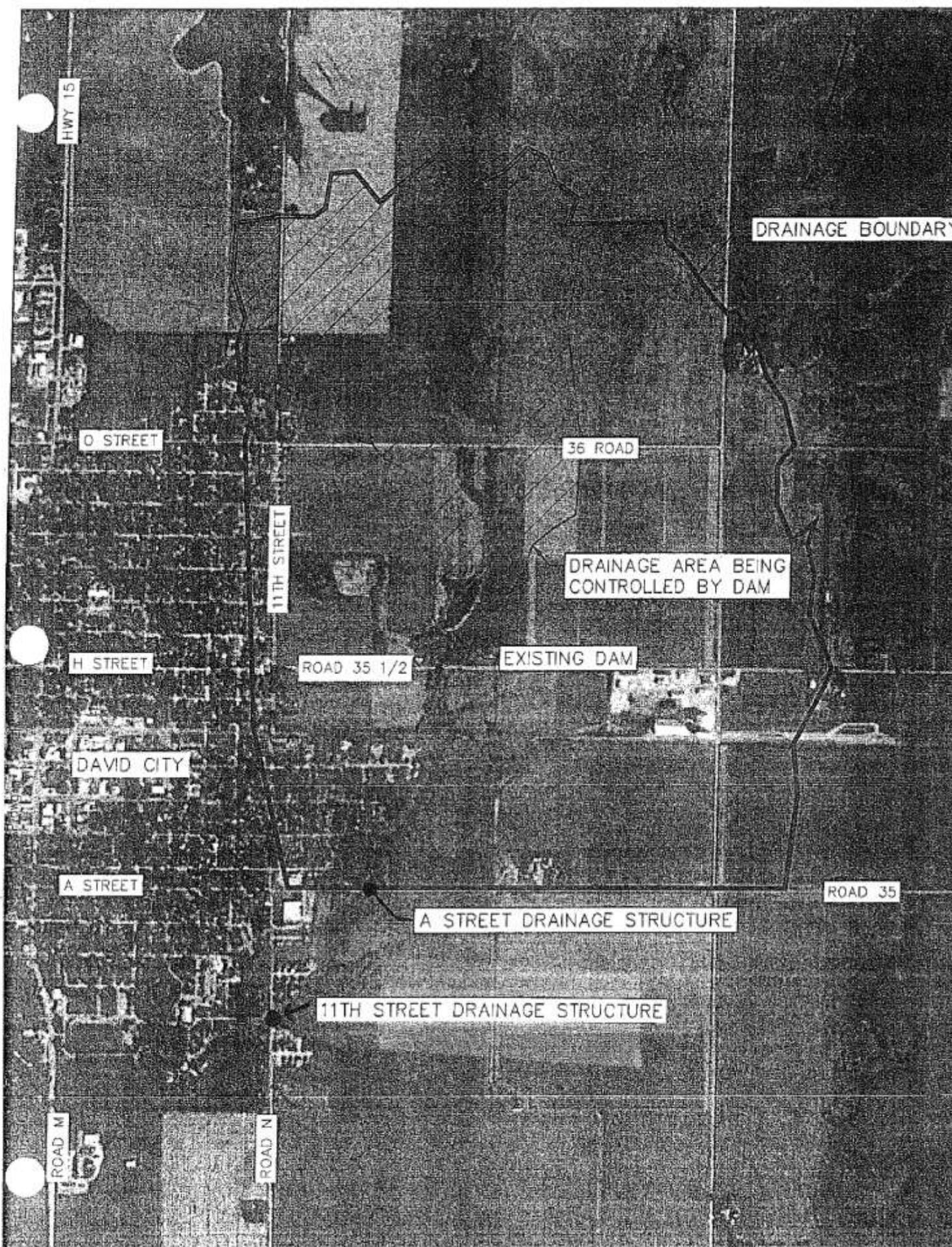
Storm Event	Peak Runoff (cfs)	Peak Runoff w/Dam (cfs)
2-year	555	375
5-year	765	520
10-year	970	650
25-year	1,275	860
50-year	1,540	1,040

The existing structure has an arch opening (8.0' wide x 5.0' high) with an earthen bottom. The current capacity of this structure is approximately 475 cfs. The roadway elevation at the existing structure is 1604.80, according to the site survey.

According to the drainage analysis, accounting for the dam, the existing structure passes approximately a 5-year event without any flow spilling over the road. There is a sag in the roadway at the center of the structure so any major storm event will overtop the roadway at the existing structure.

We are proposing three options. Option A will meet the 25-year storm event with the possibility of if the dam is removed, while option B will meet the 25-year storm event with the assumption that the dam will remain in place. Both options will have a proposed length of 45.0'. Option C would be perpetuating the current condition passing a 5-year storm event and for larger storms the roadway would be overtopped. The summary of all three options are in the table below.

Option	Structure	Capacity (cfs)	Estimate
A	2 - 9.0' x 5.0' Concrete Box Culverts	1,355	\$122,640
B	1 - 12.0' x 6.0' Concrete Box Culvert	975	\$114,740
C	2 - 60" CMP Culverts	520	\$66,060



PROJECT NO: 014-2572
 DRAWN BY: MMS
 DATE: 02/11/16

**A STREET DRAINAGE
 DAVID CITY, NEBRASKA**

OLSSON
 ASSOCIATES

201 East 2nd Street
 P.O. Box 1072
 Grand Island, NE 68802-1072
 TEL: 308.384.8750
 FAX: 308.384.8740

EXHIBIT
B

Matt Rief of Olsson Associates stated: "We are working with the City and County and we basically are putting in twin (2) 60" corrugated metal pipe culverts there at the "A" Street crossing and the 11th Street crossing is a twin 8' x 6' box culvert structure. The new structure will convey a 25 year storm event which has additional capacity compared to the existing structure."

Mayor Zavodny asked: "Just to clarify, because the only thing that I see that could potentially get us in trouble.....We're not changing the flow at all? We're not increasing it or decreasing it, we're not speeding it up?"

Matt Rief stated: "We're staying just about the same."

Mayor Zavodny asked: "Ok, that's the only thing, then if we have one of those hundred year floods, which I've seen three in my lifetime and I'm not a hundred yet, we don't have a problem downstream from people saying *"Well because you did this, you screwed everything up."*

Council member Hotovy made a motion to authorize Amendment #1 to the letter of agreement for professional services dated August 29, 2014, between the City of David City and Olsson Associates, Inc. concerning the East "A" Street bridge, not to exceed \$15,500. Council member Kobus seconded the motion. Voting AYE: Council members Vandenberg, Smith, Kobus, and Hotovy. Voting NAY: None. Council members Kroesing and Rogers were absent. The motion carried.

Council member Kobus made a motion to authorize Amendment #2 to the letter of agreement for professional services dated August 29, 2014, between the City of David City and Olsson Associates, Inc. concerning the 11th Street Bridge not to exceed \$18,000. Council member Smith seconded the motion. Voting AYE: Council members Hotovy, Vandenberg, Smith, and Kobus. Voting NAY: None. Council members Kroesing and Rogers were absent. The motion carried.

LETTER AGREEMENT AMENDMENT #1

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated August 29, 2014 between City of David City ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: East 'A' Street, David City, NE

Project Description: Remove existing drainage structure and develop construction plans for its replacement with twin 60" CMP culverts. The county and city will be installing the culverts.

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Design Services - \$6,800

- 1.1 Complete legal descriptions for permanent easements for the drainage structures and roadway embankment.
- 1.2 Develop a construction plans to include plan and profile sheet and cross sections for the culvert replacement and grading.
- 1.3 Attend 1 meeting.
- 1.4 Opinion of Probable Costs - Prepare an opinion of probable construction cost for the project work.

Corp. of Engineers Permit - \$4,200

2.1. WETLAND DELINEATION

Olsson will conduct a Wetland Delineation of the project site. Wetlands identified during the investigation will be delineated in accordance with the U.S. Army Corps of Engineers (Corps) 1987 Corps of Engineers Wetlands Delineation Manual, as well as the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0, 2010). Wetland boundaries will be delineated in the field using a GPS (sub-meter accuracy), and transferred to existing aerial photography. Data on soils, hydrology, and vegetation will be collected, and data sheets will be filled out at location that will allow wetland boundaries to be determined. Color ground-level photographs of the wetland areas will also be taken. Areas that are not wetlands but meet the definition of "waters of the U.S." (i.e. streams, lakes, or ponds) will also be located on aerial photographs.

Olsson will prepare a comprehensive Wetland Delineation Report, which will include a general site description, background data reviewed, copies of maps used in the delineation, field data sheets, ground photos, descriptions of each wetland and water identified, descriptions of areas not meeting the criteria to be considered wetlands or waters, reference material, and recommendations.

2.2 SECTION 404 PERMIT APPLICATION

We anticipate this project will qualify for approval under the Nationwide Permit Program. Olsson will prepare and submit the pre-construction notification to the Corps of Engineers – Omaha District to obtain a Nationwide Permit. Based on the anticipated impacts to wetlands and channel, we do not anticipate mitigation will be required. Olsson will attend a pre-application meeting with the USACE, if requested, and will serve as the Client's agent for coordination with the Omaha District.

Bidding Services

County and City will be completing the construction. This phase not required.

Construction Services - \$4,500

- 4.1 Perform construction staking services for the Client based on the plans prepared by Olsson. Fees are based on one trip to the job site.
- 4.2 Assume 25 hours for answering construction questions which includes a site visit if required.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date:	April 13, 2015
Anticipated Design Completion Date:	May 22, 2015

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed **\$15,500**.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

LETTER AGREEMENT AMENDMENT #2

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated August 29, 2014 between City of David City ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: 11th Street Street, David City, NE

Project Description: Remove existing drainage structure and develop construction plans for its replacement with twin 8.0' x 6.0 box culvert.

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Design Services - \$7,200

- 1.1 Complete legal descriptions for one permanent easement for the drainage structure and roadway embankment.
- 1.2 Develop a construction plans to include plan and profile sheet and cross sections for the culvert replacement and grading.
- 1.3 Concrete box culvert will be designed for HL93 loading requirements. Plans will be generated showing the required site grading, and detailing construction requirements of the box culvert.
- 1.4 Specifications and bid documents will be generated by Olsson for review and approval by the County.
- 1.5 Attend 1 meeting.
- 1.6 Opinion of Probable Costs - Prepare an opinion of probable construction cost for the project work.

Corp. of Engineers Permit - \$3,300

- 2.1. WETLAND DELINEATION
Olsson will conduct a Wetland Delineation of the project site. Wetlands identified during the investigation will be delineated in accordance with the U.S. Army Corps of Engineers (Corps) 1987 Corps of Engineers Wetlands Delineation

Manual, as well as the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0, 2010). Wetland boundaries will be delineated in the field using a GPS (sub-meter accuracy), and transferred to existing aerial photography. Data on soils, hydrology, and vegetation will be collected, and data sheets will be filled out at location that will allow wetland boundaries to be determined. Color ground-level photographs of the wetland areas will also be taken. Areas that are not wetlands but meet the definition of "waters of the U.S." (i.e. streams, lakes, or ponds) will also be located on aerial photographs.

Olsson will prepare a comprehensive Wetland Delineation Report, which will include a general site description, background data reviewed, copies of maps used in the delineation, field data sheets, ground photos, descriptions of each wetland and water identified, descriptions of areas not meeting the criteria to be considered wetlands or waters, reference material, and recommendations.

2.2 SECTION 404 PERMIT APPLICATION

We anticipate this project will qualify for approval under the Nationwide Permit Program. Olsson will prepare and submit the pre-construction notification to the Corps of Engineers – Omaha District to obtain a Nationwide Permit. Based on the anticipated impacts to wetlands and channel, we do not anticipate mitigation will be required. Olsson will attend a pre-application meeting with the USACE, if requested, and will serve as the Client's agent for coordination with the Omaha District.

Bidding Services - \$1,500

- 3.1 Prepare Notice to Bidders and Issue Documents: Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents.
- 3.2 Answer Questions and Prepare Addenda: Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, as required, to provide clarification to questions.
- 3.3 Olsson will not attend the bid opening. All bids properly received will be reviewed. Olsson will evaluate the bids and make a recommendation to the Client concerning contract award.
- 3.4 Conformed copies of the contract documents, including all insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that all procedures have been properly followed. Approved copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for all decisions concerning the work.

Construction Services - \$6,000

- 4.1 Perform construction staking services for the Client based on the plans prepared by Olsson. Fees are based on one trip to the job site.
- 4.2 Perform construction administrative services including communication with the Contractor and Client personnel, site visits to verify construction activities,

attendance at one meeting, review of the Contractor's invoices, and a final walk through of the Project. Fees are based on 15 hours of construction observation per week for a period of 3 weeks (45 inspection hours), plus project management time.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date:	April 13, 2015
Anticipated Design Completion Date:	May 22, 2015

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed **\$18,000**.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By _____
Matt Rief

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

City of David City

By  _____
Signature

Printed Name Alan Zavadny

Title Mayor

Dated: 4/8/2015

Butler County Emergency Manager Scott Steager stated: "On the 2015 Local Emergency Operations Plan there have quite a few changes this time around. We do revisions every five (5) years. The biggest changes were of course taking deceased Sheriff Mark Hecker out and putting Marcus Siebken in, taking the David City Police Department out of it, and of course Rick (Schneider) and myself kind of changing positions. So just a lot of name changing. I gave Alan the David City part of it and you made a few minor changes on there and that's about it."

City Clerk Kovar asked: "How thick is the Emergency Operations Plan?"

Butler County Emergency Manager Scott Steager stated: "About 408 pages."

City Clerk Kovar stated: "The Resolution provided states that the City of David City approves the "attached" Butler County Local Emergency Operations Plan, however, nothing is attached. Is there any way we could get it on a disk or something?"

Butler County Emergency Manager Scott Steager stated: "I have a copy of it over at the office, we won't have final drafts until probably the fall."

City Clerk Kovar asked: "Do I need the whole Plan with this?"

City Attorney Egr stated: "I think if you just got the part dealing with the City because I know that plan covers the whole gamut of emergency situations in there." (It was noted that the David City portion is about 20 pages.) "If you could just get that 20 pages to Joan that will be good for her record purposes."

Butler County Emergency Manager Scott Steager stated that he would do that.

Council member Hotovy made a motion to pass and approve Resolution No. 4 – 2015 approving the 2015 Local Emergency Operations Plan. Council member Kobus seconded the

motion. Voting AYE: Council members Kobus, Hotovy, Smith, and Vandenberg. Voting NAY: None. Council members Kroesing and Rogers were absent. The motion carried and Resolution No. 4 - 2015 was passed and approved as follows:

RESOLUTION NO. 4 - 2015

WHEREAS, in order to provide for a coordinated response to a disaster or emergency in Butler County, the City of David City and other cities and villages in Butler County and,

WHEREAS, the City Council of the City of David City deems it advisable and in the best interests of the community and the County,

THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the City of David City approve the attached Butler County Local Emergency Operations Plan. Acceptance of this 2015 Local Emergency Operations Plan supersedes all previous approved Butler County Local Emergency Operations Plans.

PASSED AND APPROVED this 8th day of April, 2015.

Mayor Alan Zavodny

City Clerk Joan E. Kovar

Scott Steager d.b.a. Steager Storage stated: "Alan we had talked about a place to take your towed vehicles from Downtown, or snow removal, or ordinances violations; a place to store them and/or a place to keep them. We were looking at putting up some additional storage out at our facility anyway. This changes a few minor things on our future plan but nothing earth shattering. I kind of put this together just for you guys to kind of review, and if there's something that you think you might want to move forward with I'd have a contract drawn up and let Jim (City Attorney Egr) review it, and let you guys take a vote on it at the next meeting I guess."

Mayor Zavodny stated: "The one thing I want to just point out that we are talking about here is, anybody who would have fees would come pay them here and then we would have to go, or work it out with Kobza's (Motor), to go get the vehicle and return it to the owner so there is no owner going out there, none of that type of thing. Do you have any questions of Scott? Do you think you can have something fairly quick that we could consider at our May meeting?"

Scott Steager d.b.a. Steager Storage stated: "Absolutely."

Street Foreman Rodney Rech stated: "Are you saying that towed vehicles from uptown would go out there and then Kobza would go out there again with the wrecker and get them back, or the property owner?"

Mayor Zavodny stated: "What we talked about was not having any of the property owners going out there, so that would have to be in the fee."

Street Foreman Rodney Rech stated: "Who's going to go out there then to get the vehicles back to the property owner? I know Kobza's are our only choice for towing and that's like \$60.00. He wouldn't go back out there and tow it again would he because that would be another tow charge?"

Discussion followed. Council member Smith stated that we didn't have to bring the car back to town, we just needed to get it out of the gate. Scott Steager said that as long as he didn't have to deal with the citizens he didn't really care how they got their vehicles out of the secure storage area. Scott stated: "I'm not unlocking the gate or releasing a vehicle to anybody." Insurance was discussed. Scott stated: "There needs to be a whole harmless clause with an additional insured to even get it on insurance."

Mayor Zavodny stated: "This is him, telling you, this is what he will do it for. You have a month to figure it out; if you like it or don't like it. If there are things you'd like to see "tweaked" and want to talk to Scott, I'm sure he'd be available. We will talk to LARM and see what LARM has to say (about insurance). This requires no action tonight, thanks for presenting it."

Steager Storage L.L.C.

1942 Industrial Drive

David City, NE

Steager Storage L.L.C. is able to provide a fenced area 66 ft. x 75 ft. that would be able to store at least 14 vehicles, and indoor storage of 15x66 for storage of 3 vehicles. Fenced area would have two 24 ft gates and the indoor storage would have a 12x12 overhead door and a gravel floor.

-The City of David City or wrecker company would have full access to the leased area.

-Steager Storage will not have any dealings with the vehicles or the owners of the vehicles being stored.

-The City of David City would provide their own padlock for the gates and door.

-Steager Storage will provide snow removal for access to the leased area.

-Steager Storage will be an additional insured under city policy with a hold harmless clause.

10 year lease option:

\$2800.00 per year / Yearly Payment

15 year lease option:

\$2500.00 per year / Yearly Payment

Yearly price revision based on CPI.

Adam Herink of Bluestem Energy Solutions was present to give an update on the wind energy project. Adam stated: "During the development of this project we also realized that you guys were doing a housing development in town, so one thing that's come up since we were last here, we've been working with some of the City leaders and we're moving that project farther out away from the area. We are to the point where most of our studies are done; wind studies, environmental, stuff like that. We have come up with prices, we presented prices to Butler Public Power last month I believe, and they have accepted our price. If you remember we are developing this in conjunction with Butler Public Power so if both groups do it there is a reduced price. If one group does it, and the other one doesn't, the price changes a little bit. We are here tonight, I've gone over numbers with Alan, he and Pat (Electric Supervisor Hoefst) have seen them. We project this to be a financially great opportunity for the City of David City; saving money throughout the project."

Mayor Zavodny stated: "As far as siting, where are you on that?"

Adam Herink of Bluestem Energy Solutions stated: "The farm is going to move to the east, farther away from the housing development. The FAA permits (Airport flight patterns, height, etc.) are under review right now. If the FAA wouldn't approve this project I couldn't do anything." Discussion followed. Adam stated: "Usually what happens at this point is we present pricing and there's a couple contracts after that that need to happen, the Power Purchase Agreement and the General Interconnection Agreement. You know, if you like the pricing, usually what we do is we approve the pricing pending that we can negotiate the contracts, but we are kind of at that point."

Mayor Zavodny asked: "How long do you anticipate the Department of Aeronautics taking?"

Adam stated: "We're pretty far along with that process, so fairly soon."

Mayor Zavodny stated: "Ok, we will visit that then when we get to that point."

The next agenda item was consideration of Ordinance No. 1226, adjusting the pay for City Clerk – Treasurer Joan Kovar. Mayor Zavodny stated: "Joan, I know this isn't particularly what you've asked for, and the people who originally brought forth this idea aren't here, so that complicates it a bit. Anything you want to say about it? I notice we don't have an ordinance to consider, and I know it's a little bit of an uncomfortable thing, but where do you think we're at on it?"

City Clerk Kovar stated that she didn't type up an ordinance. She stated that the Council members who brought this up weren't present today, and she didn't know what they had in mind. Kovar stated: "It's kind of hard for me to type an ordinance for myself. If I'm to get a raise that's up to the Mayor and Council members and you need to decide what you're doing with it. I didn't think it was up to me to just select a good amount and type it up in an ordinance."

Street Foreman Rodney Rech stated: "I have one comment: Joan deserves everything she can get. She's done way more than anybody else has done in her job, doing the Administrator's job and the City Clerk's." Council member Kobus agreed.

City Clerk Kovar stated: "If I wanted to get attention, the Banner Press article did it today as my phone was ringing off the hook and I had a couple in here for 1¼ hours; but I got through it and the phone calls." (Referring to the Banner Press publishing the names of all of the property owners whose properties were discussed at the recent Board of Health meeting as being nuisances and/or in need of clean up.)

Mayor Zavodny stated: "It is incumbent upon us to decide how we go about this, to what level we go to, and probably not only is it uncomfortable but probably inappropriate for Joan to decide what that amount is. So I think as a Council we need to have that discussion. I think the full council needs to discuss this and consider it, so if you're not overly upset I think we will put this aside for now and continue with further discussion maybe at a Committee of the Whole meeting to start it. Everyone comfortable with that approach?" The Council members answered "yes".

Council member Hotovy made a motion to accept the resignation of Wastewater Supervisor James Pedersen effective April 21, 2015. Council member Smith seconded the motion. Voting AYE: Council members Vandenberg, Kobus, Smith, and Hotovy. Voting NAY: None. Council members Kroesing and Rogers were absent. The motion carried.

There being no further business to come before the Council, Council member Hotovy made a motion to adjourn. Council member Smith seconded the motion. Voting AYE: Council members Vandenberg, Kobus, Smith, and Hotovy. Voting NAY: None. Council members Kroesing and Rogers were absent. The motion carried and Mayor Zavodny declared the meeting adjourned at 8:15 p.m.



CERTIFICATION OF MINUTES
April 8, 2015

I, Joan E. Kovar, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of April 8th, 2015; 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 E. Kovar, City Clerk