

CITY COUNCIL PROCEEDINGS

December 12, 2012

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 December 6th, 2012 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 Gary Kroesing, John Vandenberg, Gary Smith, Mike Rogers, Ruddy Svoboda, City Attorney James Egr, Interim City Administrator Joan Kovar and Interim City Clerk Tami Comte. Council member Bill Scribner was absent.

Also present were: Park/Auditorium Supervisor Scott Bales, Robert J. Bitner of the Upper Big Blue NRD, Bob Palik, Kelly Danielson, Lori Aschoff, Janis Cameron, Housing Authority Executive Director Renee Williams and Banner Press Editor Larry Peirce.

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.

Council member Mike Rogers nominated Gary Kroesing for City Council President for fiscal years 2013 & 2014. Mayor Zavodny asked if there were any other nominations. Since there were no other nominations Mayor Zavodny called for a roll call vote. Voting AYE: Council members Svoboda, Smith, Rogers, Vandenberg, and Kroesing. Voting NAY: None. Council member Scribner was absent. Gary Kroesing was elected as City Council President for fiscal years 2013 & 2014.

Mayor Zavodny asked for two council members to serve on the finance committee for fiscal years 2013 & 2014. Council member Rogers and Smith volunteered to serve on the finance committee.

The minutes of the November 14th, 2012 meeting of the Mayor and City Council were approved upon a motion by Council member Kroesing and seconded by Council member Vandenberg. Voting AYE: Council members Svoboda, Smith, Rogers, Vandenberg, and Kroesing. Voting NAY: None. The motion carried. Council member Scribner was absent.

Robert J. Bitner, representing the Upper Big Blue N.R.D., was present to give an update on the engineering costs for the David City Northwest Drainage Project. He reviewed the summary of construction costs on the Northwest Drainage Project.

DAVID CITY NW DRAINAGE IMPROVEMENT PROJECT
 SUMMARY OF CONSTRUCTION COST
 November 30, 2012

| Item | Description | Unit | Original Contract | | Current Contract | | To Date | | | |
|--------|---|-------|-------------------|----------------|------------------|------------|--------------|--------------------|--------------|-----------------|
| | | | Quantity | Price \$ | C.O. No. | Quantity | Price \$ | Quantity Completed | Payment \$ | Over / Under \$ |
| 1 | Mobilization | LS | 1.00 | \$80,000.00 | | 1.00 | \$80,000.00 | 1.00 | \$80,000.00 | \$0.00 |
| 2 | Construction Staking & Surveying | LS | 1.00 | \$25,500.00 | | 1.00 | \$25,500.00 | 1.00 | \$25,500.00 | \$0.00 |
| 3 | Control of Material | LS | 1.00 | \$46,000.00 | | 1.00 | \$46,000.00 | 1.00 | \$46,000.00 | \$0.00 |
| 4 | General Clearing & Grubbing | LS | 1.00 | \$5,000.00 | CO #3 | 1.00 | \$11,000.00 | 1.00 | \$11,000.00 | \$0.00 |
| 5 | Large Tree Removal | EA | 1.00 | \$900.00 | | 1.00 | \$900.00 | 1.00 | \$3,600.00 | \$2,700.00 |
| 6 | Remove Abandoned Natural Gas Pipeline | LF | 112.00 | \$1,680.00 | | 112.00 | \$1,680.00 | 0.00 | \$0.00 | -\$1,680.00 |
| 7 | Remove & Salvage Driveway Culvert Pipes | LF | 303.00 | \$3,636.00 | | 303.00 | \$3,636.00 | 267.50 | \$3,210.00 | -\$426.00 |
| 8 | Concrete Pavement Repair, Type C, Full Depth | SY | 150.00 | \$8,550.00 | | 150.00 | \$8,550.00 | 204.20 | \$1,639.40 | -\$6,910.60 |
| 9 | Remove, Salvage, & Re-Install Chain Linked Fence | LF | 150.00 | \$3,000.00 | | 150.00 | \$3,000.00 | 150.00 | \$3,000.00 | \$0.00 |
| 10 | Remove & Replace 6" Sanitary Sewer; Sta. 29+12B | LS | 1.00 | \$1,130.00 | | 1.00 | \$1,130.00 | 1.00 | \$1,130.00 | \$0.00 |
| 11 | Remove & Replace 2" PVC Potable Water Line; Sta. 28+85 | LS | 1.00 | \$650.00 | | 1.00 | \$650.00 | 1.00 | \$650.00 | \$0.00 |
| 12 | Remove & Replace 2" PVC Potable Water Line; Sta. 31+20 | LS | 1.00 | \$650.00 | | 1.00 | \$650.00 | 1.00 | \$650.00 | \$0.00 |
| 13 | Excavation (Established Quantity) | CY | 22,044.00 | \$198,396.00 | | 22,044.00 | \$198,396.00 | 22044.00 | \$198,396.00 | \$0.00 |
| 14 | Bore & Jack or Tunnel for 54" RCP Storm Sewer | LF | 88.00 | \$51,480.00 | CO #5 | 89.00 | \$46,809.00 | 80.00 | \$46,809.00 | \$0.00 |
| 15 | Bore & Jack or Tunnel for 42" Steel Casing Pipe | LF | 90.00 | \$44,010.00 | | 90.00 | \$44,010.00 | 90.00 | \$44,010.00 | \$0.00 |
| 16 | 5'x4' Precast Concrete Box Culverts | LF | 48.00 | \$0.00 | | 48.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 |
| 16 alt | 5'x4' Poured In Place Concrete Box Culverts | CY | 25.00 | \$10,250.00 | | 25.00 | \$10,250.00 | 0.00 | \$0.00 | \$0.00 |
| 17 | 5'x4' Precast Concrete Box Culverts | LF | 378.00 | \$0.00 | | 378.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 |
| 17 alt | 5'x4' Poured In Place Concrete Box Culverts | CY | 219.00 | \$84,315.00 | | 219.00 | \$84,315.00 | 219.00 | \$84,315.00 | \$0.00 |
| 18 | Seal Course Concrete | CY | 79.00 | \$7,900.00 | | 79.00 | \$7,900.00 | 30.10 | \$3,010.00 | -\$4,890.00 |
| 19 | 49" x 33" CMP Arch Pipe Culvert | LF | 78.00 | \$6,318.00 | | 78.00 | \$6,318.00 | 78.00 | \$6,318.00 | \$0.00 |
| 20 | 58 1/2" x 36" RCP D-Load Pipe Culvert @ Sta. 1+53B | LS | 1.00 | \$100,900.00 | CO #2 | 0.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 |
| 21 | Three 42" Diameter x 60" Steel Casing Pipe Culverts, Bore & Jack | LF | 0.00 | \$0.00 | CO #2 | 1.00 | \$140,400.00 | 1.00 | \$140,400.00 | \$0.00 |
| 20 | 18" CL 3 RCP Culvert Pipe Tees | LF | 12.00 | \$2,448.00 | | 12.00 | \$2,448.00 | 12.00 | \$2,448.00 | \$0.00 |
| 21 | Concrete Junction Box Structures | CY | 27.00 | \$15,795.00 | | 27.00 | \$15,795.00 | 27.00 | \$15,795.00 | \$0.00 |
| 22 | Concrete Headwall Structure | CY | 14.00 | \$6,580.00 | | 14.00 | \$6,580.00 | 14.00 | \$6,580.00 | \$0.00 |
| 23 | Concrete Siphon Inlet & Outlet Structure | CY | 42.00 | \$22,470.00 | | 42.00 | \$22,470.00 | 42.00 | \$22,470.00 | \$0.00 |
| 24 | Iron Castings | LB | 2,450.00 | \$4,900.00 | | 2,450.00 | \$4,900.00 | 2450.00 | \$4,900.00 | \$0.00 |
| 25 | Reinforcing Steel quantity if bid is for precast box culverts | LB | 7,083.00 | \$0.00 | | 7,083.00 | \$0.00 | 0.00 | \$0.00 | \$0.00 |
| 26 alt | Reinforcing Steel quantity if bid is for poured in place box culverts | LB | 33,389.00 | \$38,397.35 | FD #3 | 33,389.00 | \$38,397.35 | 31908.41 | \$36,694.67 | -\$1,702.68 |
| 27 | Structural Steel - Trash Racks | LB | 821.00 | \$4,926.00 | | 821.00 | \$4,926.00 | 821.00 | \$4,926.00 | \$0.00 |
| 28 | 42" Flap Gates - Siphon Structure | EA | 3.00 | \$13,200.00 | | 3.00 | \$13,200.00 | 3.00 | \$13,200.00 | \$0.00 |
| 29 | 42" Steel Casing Pipe - Siphon Structure | LF | 153.00 | \$63,036.00 | | 153.00 | \$63,036.00 | 153.00 | \$63,036.00 | \$0.00 |
| 30 | 60" CL 3 RCP, Flush T&G Storm Sewer | LF | 1,256.00 | \$307,720.00 | | 1,256.00 | \$307,720.00 | 1256.00 | \$307,720.00 | \$0.00 |
| 31 | 54" CL 3 RCP, Flush T&G Storm Sewer | LF | 316.00 | \$63,200.00 | | 316.00 | \$63,200.00 | 316.00 | \$63,200.00 | \$0.00 |
| 32 | 54" CL 4 RCP, Flush T&G Storm Sewer | LF | 88.00 | \$20,768.00 | CO #5 | 80.00 | \$18,880.00 | 80.00 | \$18,880.00 | \$0.00 |
| 33 | 34" x 53" CL 3 RCP Elliptical, Flush T&G Storm Sewer | LF | 16.00 | \$4,800.00 | | 16.00 | \$4,800.00 | 16.00 | \$4,800.00 | \$0.00 |
| 34 | 40" x 65" CL 3 RCP Arch, Flush T&G Storm Sewer | LF | 586.00 | \$187,520.00 | | 586.00 | \$187,520.00 | 586.00 | \$187,520.00 | \$0.00 |
| 35 | 48" CL 3 RCP, Flush T&G Storm Sewer | LF | 332.00 | \$44,820.00 | | 332.00 | \$44,820.00 | 332.00 | \$44,820.00 | \$0.00 |
| 36 | 42" CL 3 RCP, Flush T&G Storm Sewer | LF | 586.00 | \$73,250.00 | | 586.00 | \$73,250.00 | 586.00 | \$73,250.00 | \$0.00 |
| 37 | 38" CL 3 RCP, Flush T&G Storm Sewer | LF | 38.00 | \$3,800.00 | CO #3 | 94.00 | \$6,400.00 | 64.00 | \$6,400.00 | \$0.00 |
| 38 | 60" x 48" Fabricated RCP & Manhole Riser; Sta. 21+40 | LS/EA | 1.00 | \$6,650.00 | | 1.00 | \$6,650.00 | 1.00 | \$6,650.00 | \$0.00 |
| 39 | 60" x 48" Fabricated RCP & Manhole Riser; Sta. 24+40 | LS/EA | 1.00 | \$6,600.00 | | 1.00 | \$6,600.00 | 1.00 | \$6,600.00 | \$0.00 |
| 40 | 54" x 48" Fabricated RCP & Manhole Riser; Sta. 28+46 | LS/EA | 1.00 | \$5,000.00 | | 1.00 | \$5,000.00 | 1.00 | \$5,000.00 | \$0.00 |
| 41 | 54" x 48" Fabricated RCP & Manhole Riser; Sta. 30+30 | LS/EA | 1.00 | \$5,000.00 | | 1.00 | \$5,000.00 | 1.00 | \$5,000.00 | \$0.00 |
| 42 | 48" x 48" Fabricated RCP & Manhole Riser; Sta. 42+22 | LS/EA | 1.00 | \$8,500.00 | | 1.00 | \$8,500.00 | 1.00 | \$8,500.00 | \$0.00 |
| 43 | Detention Basin Inlet Structure | LS | 1.00 | \$6,000.00 | CO #3 | 1.00 | \$7,080.00 | 0.70 | \$4,956.00 | -\$2,124.00 |
| 44 | 60" CL 3 RCP, Flush T&G, 2 Piece Elbow | LS/EA | 8.00 | \$30,400.00 | | 8.00 | \$30,400.00 | 8.00 | \$30,400.00 | \$0.00 |
| 45 | 54" CL 3 RCP, Flush T&G, 2 Piece Elbow | LS/EA | 4.00 | \$13,400.00 | | 4.00 | \$13,400.00 | 4.00 | \$13,400.00 | \$0.00 |
| 46 | 48" CL 3 RCP, Flush T&G, 2 Piece Elbow | LS/EA | 3.00 | \$11,400.00 | Dwg #4 | 3.00 | \$11,400.00 | 3.00 | \$11,400.00 | \$3,600.00 |
| 47 | 42" CL 3 RCP, Flush T&G, 2 Piece Elbow | LS/EA | 3.00 | \$9,000.00 | | 3.00 | \$9,000.00 | 3.00 | \$9,000.00 | \$0.00 |
| 48 | 60" x 54" CL 3 RCP, Flush T&G, Reducer | LS/EA | 1.00 | \$4,000.00 | | 1.00 | \$4,000.00 | 1.00 | \$4,000.00 | \$0.00 |
| 49 | 40" x 65" Arch x 48" CL 3 RCP, Flush T&G, Reducer | LS/EA | 1.00 | \$3,300.00 | CO #3 | 1.00 | \$3,300.00 | 1.00 | \$3,300.00 | \$0.00 |
| 50 | 48" x 42" CL 3 RCP, Flush T&G, Reducer | LS/EA | 1.00 | \$6,500.00 | | 1.00 | \$6,500.00 | 1.00 | \$6,500.00 | \$0.00 |
| 51 | 40" x 65" Arch x 40" x 65" Arch x 48" CL 3 RCP, Flush T&G, Wye | EA | 1.00 | \$6,100.00 | | 1.00 | \$6,100.00 | 1.00 | \$6,100.00 | \$0.00 |
| 52 | 60" CL 3 RCP, Flush T&G, Flared End Section | EA | 2.00 | \$8,000.00 | | 2.00 | \$8,000.00 | 2.00 | \$8,000.00 | \$0.00 |
| 53 | 42" CL 3 RCP, Flush T&G, Flared End Section | EA | 2.00 | \$9,400.00 | | 2.00 | \$9,400.00 | 2.00 | \$9,400.00 | \$0.00 |
| 54 | 34" x 53" CL 3 RCP Flush T&G, Flared End Section | EA | 2.00 | \$2,800.00 | | 2.00 | \$2,800.00 | 2.00 | \$2,800.00 | \$0.00 |
| 55 | 18" CL 3 RCP, Flush T&G, Flared End Section | EA | 2.00 | \$1,200.00 | | 2.00 | \$1,200.00 | 2.00 | \$1,200.00 | \$0.00 |
| 56 | 49" x 33" Corrugated Steel Arch Pipe Flared End Section | EA | 1,755.00 | \$91,260.00 | CO #1 | 1,038.00 | \$53,976.00 | 1,038.00 | \$53,976.00 | \$37,284.00 |
| 57 | Rock Rip Rap | SY | 2,571.00 | \$6,041.85 | CO #1 | 1,630.00 | \$3,830.50 | 1,578.60 | \$3,709.71 | -\$120.79 |
| 58 | Rip Rap Fabric | EA | 2.00 | \$2,000.00 | | 2.00 | \$2,000.00 | 0.00 | \$0.00 | -\$2,000.00 |
| 59 | Stabilized Constr. Site Exit | EA | 2.00 | \$2,000.00 | | 2.00 | \$2,000.00 | 0.00 | \$0.00 | -\$2,000.00 |
| 60 | Concrete Mixer Wash & Waste Storage | EA | 1,593.00 | \$4,779.00 | CO #3 | 7,013.00 | \$6,039.00 | 516.00 | \$1,548.00 | -\$4,491.00 |
| 61 | Silt Fence | SY | 30,446.00 | \$60,892.00 | | 30,446.00 | \$60,892.00 | 30343.90 | \$60,687.80 | -\$204.20 |
| 62 | Temporary Erosion Control Matting, NAG C125 | AC | 9.80 | \$9,800.00 | | 9.80 | \$9,800.00 | 9.80 | \$9,800.00 | -\$776.80 |
| 63 | Seeding - Type A | AC | 0.20 | \$770.00 | | 0.20 | \$770.00 | 0.20 | \$770.00 | \$0.00 |
| 64 | Seeding - Type B | AC | 1.00 | \$3,850.00 | | 1.00 | \$3,850.00 | 3.16 | \$12,165.00 | \$8,315.00 |
| 65 | Seeding - Type C | AC | 9.00 | \$5,535.00 | | 9.00 | \$5,535.00 | 8.41 | \$5,172.15 | -\$362.85 |
| 66 | Mulching | LF | 0.00 | \$0.00 | CO #3 | 272.00 | \$2,040.00 | 258.50 | \$1,938.75 | -\$101.25 |
| 67 | Remove, Salvage, & Re-Install PVC Fence | LF | 0.00 | \$0.00 | CO #3 | 60.00 | \$990.00 | 0.00 | \$0.00 | -\$990.00 |
| 68 | Purchase & Install PVC Fence | LF | 0.00 | \$0.00 | CO #3 | 100.00 | \$1,200.00 | 81.70 | \$980.40 | -\$219.60 |
| 69 | Remove, Salvage, & Re-Install Pallet Fence | LS | 0.00 | \$0.00 | CO #3 | 1.00 | \$176.00 | 1.00 | \$176.00 | \$0.00 |
| 70 | Remove, Salvage, & Re-Install Steel Gate & Posts | LS | 0.00 | \$0.00 | CO #4 | 1.00 | \$10,852.00 | 0.00 | \$0.00 | -\$10,852.00 |
| 71 | Siphon Structure Slide Gate & Walkway | LS | 0.00 | \$0.00 | CO #5 | 1.00 | \$4,775.00 | 1.00 | \$4,775.00 | \$0.00 |
| 72 | Standard Manhole & Inlet | LS | 0.00 | \$0.00 | | | | | | |
| Total | | | | \$1,891,899.00 | | 1915698.65 | | \$1,900,333.82 | | -\$11,564.83 |

Note:
 Net Increase from Change Orders \$23,809.65
 Item #32 was not shown on CO #5

Council member Smith made a motion to approve and pay the additional engineering costs accrued by Upper Big Blue NRD on the NW Drainage Project. Council member Kroesing

seconded the motion. Voting AYE: Council members Smith, Svoboda, Kroesing, Vandenberg and Rogers. Voting NAY: None. The motion carried. Council member Scribner was absent.

Council member Kroesing made a motion to approve Construction Progress Application Number 7 for the Northwest Drainage Project and payment to Van Kirk Brothers Contracting. Council member Smith seconded the motion. Voting AYE: Council members Vandenberg, Smith, Rogers, Svoboda, and Kroesing. Voting NAY: None The motion carried. Council member Scribner was absent.

APPLICATION FOR PAYMENT

PROJECT: David City NW Drainage Improvement Project

ENGINEER: Upper Big Blue Natural Resources District

ENGINEER'S PROJECT NO.

TO: (OWNER) City of David City
 557 4th Street
 David City, NE 68632

CONTRACTOR: Van Kirk Bros. Contracting
 CONTRACT FOR: Storm Sewer Installation

APPLICATION DATE: 11/30/12 APPLICATION NO.: 87
 FOR WORK ACCOMPLISHED THROUGH THE DATE OF: November 30, 2012

CHANGE ORDER SUMMARY:

Application is made for payment, as shown below in connection with the Contract.

The present status of the account is as follows:

| | |
|--|-----------------|
| ORIGINAL CONTRACT PRICE..... | \$ 1,891,889.00 |
| Net Change by Change Orders & Written Amendments..... | \$ 25,697.65 |
| CURRENT CONTRACT PRICE..... | \$ 1,917,586.65 |
| TOTAL COMPLETED & STORED TO DATE..... | \$ 1,900,333.81 |
| LESS RETAINAGE: 0% | |
| TOTAL COMPLETED & STORED TO DATE LESS RETAINAGE..... | \$ 1,900,333.81 |
| LESS PREVIOUS APPLICATION FOR PAYMENTS..... | \$ 1,662,124.22 |
| AMOUNT DUE THIS APPLICATION..... | \$ 238,209.59 |

| CO # | DATE | ADDITIONS | DEDUCTIONS |
|------------|---------|--------------|----------------|
| 1 | 3/14/12 | | (39,495.35) |
| 2 | 3/14/12 | \$ 39,500.00 | |
| 3 | 4/10/12 | \$ 14,746.00 | |
| 4 | 9/31/12 | \$ 10,852.00 | |
| 5 | 9/31/12 | \$ 95.00 | |
| TOTAL | | \$ 65,193.00 | \$ (39,495.35) |
| NET CHANGE | | \$ | 25,697.65 |

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1, inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

CONTRACTOR: Van Kirk Bros. Contracting

Engineer: Upper Big Blue MRD

BY: Mussa Sheidemann Date: 12/3/12

BY: [Signature] 7 Dec. 2012

OWNER: City of David City
 BY: [Signature] Mayor

Mayor Zavodny asked for consideration of claims. Council member Smith made a motion to authorize the payment of claims and Council member Vandenberg seconded the

motion. Voting AYE: Council members Svoboda, Rogers, Vandenberg, Smith and Kroesing. Voting NAY: None. The motion carried. Council member Scribner was absent.

Mayor Zavodny called for Committee and Officers Reports.

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

Council member Rogers made a motion to enter into a contract with Lori Aschoff to write grants for the City of David City for the Downtown Renovation Project. Council member Kroesing seconded the motion. Voting AYE: Council members Rogers, Kroesing, Vandenberg, Smith and Svoboda. Voting NAY: None. The motion carried. Council member Scribner was absent.

**PROPOSAL TO PROVIDE GRANT RESEARCH AND WRITING SERVICES
to City of David City, Nebraska**

OBJECTIVES

The major objectives of the proposed work are (1) to research and identify potential funding sources, both government and private, for David City, Nebraska (the City) projects; (2) to collaborate with the City to properly complete applications for grant and/or loan guarantee funding and submit them to the identified funding sources; and (3) to assist the City project managers in periodic grant program evaluation.

TERMS AND CONDITIONS

1. Creative Project Solutions, LLC will provide services as described below over a twelve month period beginning on January 1, 2013 and ending on December 31, 2013.
2. Creative Project Solutions, LLC will invoice the City monthly for the hours used in the previous month. The invoice will detail the hours used and work accomplished for each project. The billing rate is \$75 per hour.
3. The City will pay a retainer of \$500 to Creative Project Solutions, LLC in trust, which will be credited against the final invoice. The return of a signed copy of this agreement and/or retainer payment acknowledges acceptance by the City of the above fees, terms and conditions and is the Consultant's authorization to proceed with the project.
4. Creative Project Solutions, LLC will bill the City for travel expenses as outlined in Article 3 below.
5. The City will provide reasonable access to hard copy, electronic files, project managers, principal investigators, and staff.
6. The City will be responsible for mailing and copying expenses.
7. The principal of Creative Project Solutions, LLC will work from her home office and provide her own computer, printer, software, Internet access, phone service, and office supplies. Creative Project Solutions, LLC will pay for subscriptions to various grant-related resources to aid in researching potential funding sources.

Scope of Responsibilities for Creative Project Solutions and City of David City, Nebraska

THIS AGREEMENT, made and entered into this 12th day of December, 2012, by and between City of David City, Nebraska (the City), 557 4th Street, David City, Nebraska, hereinafter referred to as "Contractor," and Creative Project Solutions, LLC, 954 Bicentennial Circle, David City, Nebraska, hereinafter referred to as "Consultant."

RECITALS

WHEREAS the intent of this Agreement is to provide grant funding research and grant proposal development and writing services to Contractor, and WHEREAS the parties are desirous of entering into an Agreement to this effect, now therefore comes this Agreement.

ARTICLE 1

All of the above recitals are hereby incorporated and made a part of the Agreement.

ARTICLE 2 – Services Provided

Consultant agrees to provide grant funding research and grant proposal development and writing services to Contractor as outlined in the "Proposal to Provide Grant Research and Writing Services."

ARTICLE 3 – Fees for Service

Payment for the services provided by Consultant will be based on the agreed-upon rate of \$75 per hour. Travel time will be billed at ½ the regular rate. Consultant will obtain Contractor's written approval prior to incurring any travel-related expenses and proper documentation, including applicable receipts, will be submitted at the time Consultant submits her invoice for Fees. If applicable, Consultant shall utilize Contractor's travel department staff to book commercial airline at coach rates, rental car, and hotel accommodations, so that Consultant as payer receives the benefit of any discounted rates available to Contractor. Under no circumstances will Contractor reimburse Consultant for the incremental cost associated with first class air travel, luxury hotel accommodations, or luxury rental car charges or alcohol/liquor expenses.

Travel expenses will be charged as follows: current mileage rate as utilized by the Contractor at the current federal mileage rate; actual air fare, rental car and hotel/lodging expenses; and \$30 per day for meals. The monthly payments for the hours and travel expenses in the previous month will be due to Consultant within 15 days after the receipt of the invoice.

Scope of Responsibilities for Creative Project Solutions and City of David City, Nebraska

ARTICLE 4 – Term of Agreement

This Agreement shall have an effective start date of January 1, 2013 and shall extend through December 31, 2013, a period of 12 months.

ARTICLE 5 – Termination of Agreement

Either of the parties may terminate this Agreement, with or without cause, by giving fifteen (15) days written notice to the other party by certified or registered mail, return receipt requested, PROVIDED, however, that in the event Contractor chooses to terminate this Agreement for any reason not related to a breach of the Agreement by Consultant, then, and in that event, Contractor agrees to pay Consultant the fees due for hours worked and travel expenses through the termination date which have not been previously paid. For all purposes of this paragraph, the term "termination date" shall be the date fifteen (15) days following the date such written notice was postmarked.

ARTICLE 6 – Assignment of Agreement

This Agreement constitutes the entire understanding and agreement between the parties with respect to the provision of grant funding research; grant proposal development and writing; and program evaluation services and may not be assigned by either of the parties hereto without written consent of both parties.

ARTICLE 7 – Notices

All notices and other communications required under the term of this Agreement shall be forwarded to the party to whom the same is directed as follows:

If to Contractor:

City of David City, Nebraska
Attention: Joan Kovar, Interim City Administrator
P.O. Box 191
557 4th Street
David City, NE 68632

If to Consultant:

Creative Project Solutions, LLC
Attention: Lori L. Aschoff
954 Bicentennial Circle
David City, NE 68632

Scope of Responsibilities for Creative Project Solutions and City of David City, Nebraska

ARTICLE 8 – Confidentiality

It is anticipated that, in the course of providing services under the terms of this Agreement, Consultant may come in contact with matters of a confidential nature. Such items shall be kept confidential by Consultant and shall not be disclosed for any purpose during or for five years after the term of this agreement. Revelation of any of the confidential matters with which Consultant comes in contact shall constitute a breach of this Agreement and shall cause immediate termination thereof.

ARTICLE 9 – Miscellaneous Provisions

9.1 Independent Contractor. The relationship between Contractor and Consultant shall be that of independent contractor and not that of employee, servant or partner. Because of Consultant's status as independent contractor, Contractor shall not withhold income tax, social security or unemployment tax from the revenues paid to Consultant hereunder. Consultant shall have no claim against Contractor for vacation pay, sick leave pay, retirement benefits or employee benefits of any kind. In addition, nothing contained herein shall be construed as a partnership or joint venture between Contractor and Consultant.

9.2 Waiver of Guarantees. Consultant in no way guarantees positive results from any of the grant applications to be prepared by Consultant hereunder; Contractor agrees to accept the services of Consultant as outlined above and hereby specifically waives any claim they may have or claim to have based on negligence or any other theory against Consultant, for liability of Consultant for the failure of any grant application to be approved.

9.3 Indemnification. Contractor will at all times keep Consultant indemnified against all sums, whether by way of damages, costs or expenses, necessary or reasonably paid or incurred by Consultant regarding or in connection with any action, proceeding, claim or demand instituted or made against Consultant pursuant to the services to be rendered hereunder, PROVIDED, however, that such action is not cause or occasioned by the failure of Consultant to observe and comply with the terms of this Agreement.

9.4 Applicable Law. This Agreement, and all of the terms and conditions hereof, shall be construed pursuant to the laws of the State of Nebraska.

9.5 Entire Agreement. This Agreement contains the entire understanding between the parties, and neither party has relied upon any verbal or written representations between them not set forth herein.

9.6 Amendment of Agreement. This Agreement may be altered or amended only by written agreement of both parties.

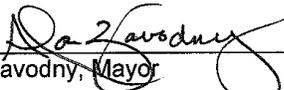
9.7 Time of Essence. The parties further agree that time is of the essence of this Agreement.

Scope of Responsibilities for Creative Project Solutions and City of David City, Nebraska

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the day and year written in the first paragraph of the Agreement.

City of David City, Nebraska

Creative Project Solutions, LLC

By: 
Alan Zavodny, Mayor

By: 
Lori L. Aschoff, President

Date: 12/12/12

Date: 12/14/2012

Council member Smith made a motion to appoint Kelly Danielson and Gary Kroesing to serve on the Board of Zoning Adjustment as a regular member and an alternate member,

respectively. Council member Rogers seconded the motion. Voting AYE: Council members Smith, Rogers, Vandenberg, Kroesing, and Svoboda. Voting NAY: None. The motion carried. Council member Scribner was absent.

Council member Kroesing introduced Resolution No. 19-2012 and moved for its passage and adoption. Council member Smith seconded the motion. Voting AYE: Council members Rogers, Smith, Vandenberg, Svoboda and Kroesing. Voting NAY: None. Council member Scribner was absent. The motion carried and Resolution No. 19-2012 was passed and adopted as follows:

RESOLUTION NO. 19-2012

RESOLUTION OF ACCEPTANCE OF THE WORK IN STREET IMPROVEMENT
DISTRICT NOS. 2011-2, 2011-3, 2011-4, 2011-5, 2011-6, 2011-8, 2011-9, 2012-1,
2012-2 AND 2012-3, IN THE CITY OF DAVID CITY, NEBRASKA

WHEREAS, the City of David City, Nebraska did heretofore enter into contract with Gehring Construction, Columbus, Nebraska, for the, construction of improvements in Street Improvement District Nos. 2011-2, 2011-3, 2011-4, 2011-5, 2011-6, 2011-8, 2011-9, 2012-1, 2012-2 and 2012-3, which contract was duly approved by the Mayor and City Council and executed in accordance with such action.

WHEREAS, the contract for the work in Street Improvement District Nos. 2011-2, 2011-3, 2011-4, 2011-5, 2011-6, 2011-8, 2011-9, 2012-1, 2012-2 and 2012-3 in the City of David City, Nebraska, has heretofore been completed in accordance with the terms and stipulations of the plans and specifications according to the reports and recommendations of the City's Engineers.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of David City, Nebraska, that the certificates of completion and the recommendations of acceptance by the City's Engineers, Olsson Associates, and the work completed in Street Improvement District Nos. 2011-2, 2011-3, 2011-4, 2011-5, 2011-6, 2011-8, 2011-9, 2012-1, 2012-2 and 2012-3 in the City of David City, Nebraska, have heretofore been accepted by action of the Mayor and City Council and now be and hereby are accepted, and that the improvements constructed under the contracts referred to above be accepted and that the prior actions of the Mayor and City Council, the City Administrator and the City Clerk in approval and payment of the amounts due the Contractor are in all respects approved, ratified and confirmed.

Passed and approved this 12th day of December 2012.

CITY OF DAVID CITY, NEBRASKA

ATTEST:

Mayor

Interim City Clerk
[SEAL]

Council member Vandenberg introduced Resolution No. 20-2012 and moved for its passage and adoption. Council member Smith seconded the motion. Voting AYE: Council members Rogers, Smith, Vandenberg, Svoboda and Kroesing. Voting NAY: None. Council member Scribner was absent. The motion carried and Resolution No. 20-2012 was passed and adopted as follows:

RESOLUTION NO. 20-2012

RESOLUTION RECEIVING AND FILING PLATS AND SCHEDULES OF ASSESSMENTS BASED ON THE REPORT OF COST OF THE IMPROVEMENTS AS CERTIFIED BY THE CITY'S ENGINEERS FOR THE CALCULATION OF SPECIAL ASSESSMENTS PROPOSED TO BE LEVIED IN STREET IMPROVEMENT DISTRICT NOS. 2011-2, 2011-3, 2011-4, 2011-5, 2011-6, 2011-8, 2011-9, 2012-1, 2012-2 AND 2012-3 AND SETTING A DATE FOR A HEARING ON THE LEVY OF SPECIAL ASSESSMENTS

Whereas the City of David City has heretofore contracted for and accepted the work of the contractor in Street Improvement District Nos. 2011-2, 2011-3, 2011-4, 2011-5, 2011-6, 2011-8, 2011-9, 2012-1, 2012-2 and 2012-3 and based on the Engineers' statement of costs and certificates of completion plats and schedules of assessments proposed to be levied in said District have been prepared in preliminary form.

Now, therefore, be it resolved by the Mayor and City Council that said plats and schedules of assessments in Street Improvement District Nos. 2011-2, 2011-3, 2011-4, 2011-5, 2011-6, 2011-8, 2011-9, 2012-1, 2012-2 and 2012-3 are hereby ordered to be received and placed on file in the Office of the City Clerk, and

And now therefore be it further resolved as follows:

Section 1. That the Mayor and City Council will meet as a Board of Equalization at 7:30 o'clock p.m., on the 13th day of February 2013, at the City Hall in David City, Nebraska to consider the levy of special assessments in Street Improvement District Nos. 2011-2, 2011-3, 2011-4, 2011-5, 2011-6, 2011-8, 2011-9, 2012-1, 2012-2 and 2012-3; and

Section 2. That the notice of said meeting shall be given to all persons appearing to have an interest in said properties subject to assessment in said Street Improvement District No. 2008-1 by publication in five (5) issues of the Banner Press, a newspaper published and of general circulation in the City of David City, Nebraska, on the following dates:

January 10, 2013
January 17, 2013
January 24, 2013
January 31, 2013
February 7, 2013

Section 3. That the City Clerk be and hereby is instructed to mail a copy of said Notice to all known resident and non-resident owners of property in Street Improvement District Nos. 2011-2, 2011-3, 2011-4, 2011-5, 2011-6, 2011-8, 2011-9, 2012-1, 2012-2 and 2012-3 and to any other party appearing to have a direct interest in such action or proceedings; and

Section 4. That at said time and place, the Mayor and City Council of said City will grant a hearing to all persons interested and will pass a resolution making said special assessments as provided by law.

Passed this 12th day of December 2012.

ATTEST:

Mayor

Interim City Clerk

[SEAL]

Interim City Administrator Joan Kovar stated that Jerry Phillips, Superintendent of David City Public Schools, called her to discuss the placement of a stop sign at the exit point of the driveway on the south side of the elementary school. Kovar stated that she talked to City Attorney Jim Egr about this issue.

City Attorney Jim Egr stated that the school could place a stop sign on their property, but without City Council approval, anyone in violation, could not be ticketed. If the City Council approves the stop sign, then the Sheriff's department can ticket any stop sign violators.

Mayor Zavodny stated that if this is a children's safety issue then he can see putting up the stop sign.

There was discussion about putting up signs that would designate the intersection as a 4-way stop.

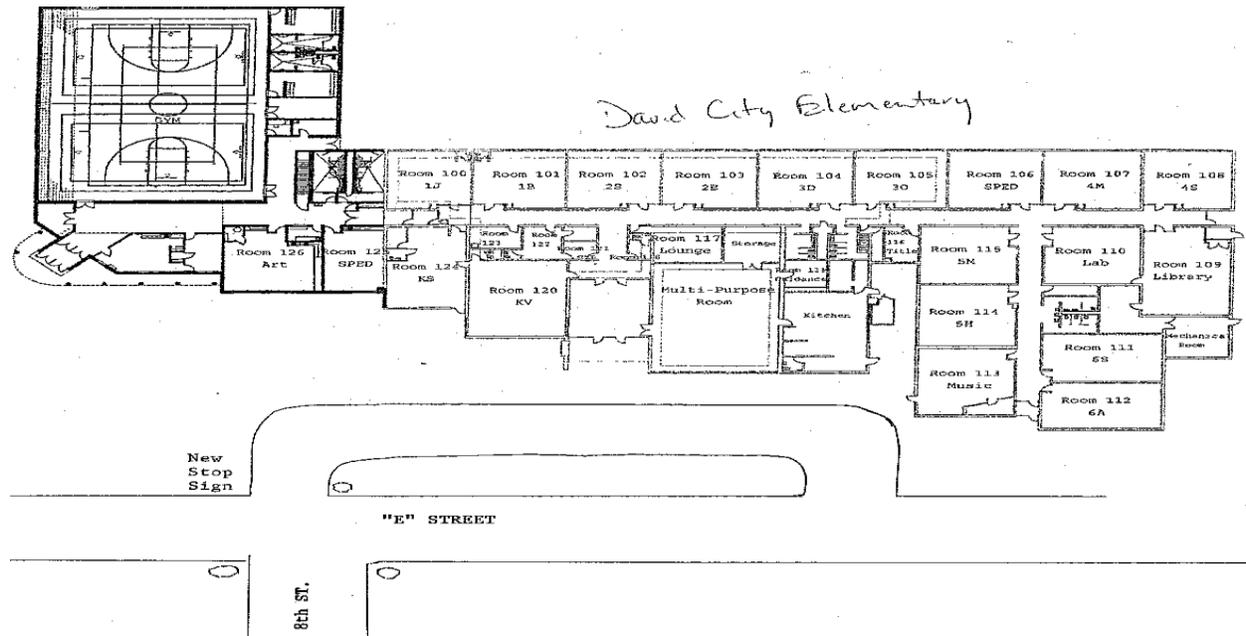
Council member Smith introduced Resolution No. 21-2012 and moved for its passage and adoption. Council member Smith also moved to add 4-way stop placards. Council member Svoboda seconded the motion. Voting AYE: Council members Smith, Svoboda, Vandenberg, Kroesing and Rogers. Voting NAY: None. Council member Scribner was absent. The motion carried and Resolution No. 21-2012 was passed and adopted as follows:

RESOLUTION NO. 21 - 2012

WHEREAS, Chapter 5, Section 216 of the David City Municipal Code provides that the Governing Body of said City may by resolution provide for placing of stop signs or other signs and signals in any street or alley within the Municipality's jurisdiction for the purpose of regulating or prohibiting traffic thereon, and,

WHEREAS, the City of David City, Nebraska, has received a request from the David City Public Elementary School requesting a stop sign, and the City Council of David City have determined that there is a need for the placement of an additional "stop" sign.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the following stop sign, at the exit point of the driveway, at the entrance to "E" Street, shall be installed:



Dated this 12th day of December, 2012.

Mayor Alan Zavodny

Interim City Clerk Tami L. Comte

Council member Kroesing made a motion to move Agenda Items #19 & #20 to the end of the agenda. Council member Vandenberg seconded the motion. Voting AYE: Council members Smith, Rogers, Vandenberg, Kroesing, and Svoboda. Voting NAY: None. The motion carried. Council member Scribner was absent.

Renee Williams, Executive Director of the David City Housing Authority, was present to ask if the in-lieu of tax that the Housing Authority pays could be waived for fiscal year end June 30, 2012. She stated that they are barely making ends meet. They lost their funding from HUD for this fiscal year. Williams stated that the City's share is approximately \$2,000.

City Attorney Jim Egr stated that the problem with waiving the in-lieu of taxes was that the City is not the only taxing entity that receives a distribution from them. City Attorney Egr

stated that Williams should address the Butler County Board of Supervisors, and the School Board and ask if they would be opposed to having their portions waived.

It was discussed that Williams should pay the in-lieu of tax and then perhaps the City could pay them back a portion toward their utility bill.

Interim City Administrator Joan Kovar stated that the City pays a portion of the City Employee's high deductible into the employee's HSA account every year. In 2012, the payment was made monthly and there were employees that met their deductible early in the year and could not pay the bills because there wasn't enough money in their HSA account. Kovar stated that the reason that it was paid monthly in 2012 was that we knew of two or three employees that were going to quit or retire early in the year.

Council member Rogers stated that he didn't see that as a problem for 2013 and that we need to take care of the employees.

Council member Kroesing made a motion to make the disbursement toward the City Employee's health insurance deductible (\$1,500/single; \$3,000/family) on an annual basis for 2013. Council member Rogers seconded the motion. Voting AYE: Council members Kroesing, Rogers, Vandenberg, Smith and Svoboda. Voting NAY: None. The motion carried. Council member Scribner was absent.

Park/Auditorium Supervisor Scott Bales was present to discuss removing the shelter that was blown down in the city park. Bales stated that he was concerned that kids were going to climb on it and that someone was going to get hurt.

The council members questioned how much it would cost to build a new shelter.

Park/Auditorium Supervisor Scott Bales stated that his best estimate to rebuild the shelter would be about \$17,000.

Council member Svoboda asked if bathrooms could be added to a new shelter.

Interim Administrator Kovar stated that she found a grant through the Nebraska Game and Parks Commission that the City could apply for however it is due by December 31, 2012.

Council member Rogers made a motion to have the city employees remove the old shelter debris from the city park. Council member Svoboda seconded the motion. Voting AYE: Council members Rogers, Svoboda, Smith, Vandenberg and Kroesing. Voting NAY: None. The motion carried. Council member Scribner was absent.

Council member Kroesing made a motion to table Resolution No. 22-2012 to apply for federal assistance from the Land and Water Conservation Fund Program for the purpose of replacing the park shelter. Council member Vandenberg seconded the motion. Voting AYE: Council members Kroesing, Svoboda, Vandenberg, Rogers and Smith. Voting NAY: None. The motion carried. Council member Scribner was absent.

RESOLUTION NO. 22 - 2012

The City of David City, Nebraska proposes to apply for federal assistance from the Land and Water Conservation Fund program for the purpose of replacing the park shelter.

The Mayor is authorized to sign documents to obtain financial assistance, including a Project Agreement with the State of Nebraska and the National Park Service.

The City of David City, Nebraska will, within thirty (30) days following federal approval, obtain the necessary consultant or appraisal service for this project as directed and as required by Nebraska Game and Parks Commission staff.

The City of David City, Nebraska has budgeted or currently has available its 50 percent match of the proposed total project funds and will allocate these funds toward this project upon project approval by the Nebraska Game and Parks Commission.

The City of David City, Nebraska, has the financial capability to operate and maintain the completed project and park property in a safe, attractive and sanitary manner.

The City of David City, Nebraska will not discriminate against any person on the basis of race, color, age, religion, disability, sex or national origin in the use of any property or facility acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 (1964), and any of the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17.

No property acquired and/or developed under this project shall, without the approval of the Nebraska Game and Parks Commission and the Secretary of the Interior, be converted to other than public outdoor recreation use. And, such approval may be granted only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP), and only upon such conditions as deemed necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location.

The City of David City, Nebraska will replace the land in the event of a conversion in use in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965, as amended.

The City of David City, Nebraska agrees to comply with all State of Federal requirements and standards where they can be applied in making the facilities developed under this project, and all future projects, accessible to and usable by the disabled.

This is to certify that this resolution is a true copy of the original document that was adopted and passed by the City of David City, Nebraska at a duly advertised public meeting held this ____ day of _____, 2012.

Tabled
Mayor

Tabled
Interim City Clerk

(Seal)

Park/Auditorium Supervisor Scott Bales stated that the geese have taken over in the park. He stated that they chase people and they are leaving droppings all over. Bales stated

that he called the Nebraska Game and Parks Commission and discussed the options with them. They told him that once the water source freezes that the geese will move on.

There were several possible options discussed.

Council member Smith made a motion to allow the aerators to be shut off for a week during a time when the temperature is cold enough to freeze the lakes. Council member Rogers seconded the motion. Voting AYE: Council members Smith, Rogers, Vandenberg, Svoboda and Kroesing. Voting NAY: None. The motion carried. Council member Scribner was absent.

Council member Kroesing made a motion to allow the City Employees to have the entire day of December 24 as an additional holiday, for this year only, since it falls on Monday, with the following stipulation: If there is inclement weather, there will not be overtime paid, it becomes a normal day of work. Council member Rogers seconded the motion. Voting AYE: Council members Kroesing, Rogers, Vandenberg, Smith and Svoboda. Voting NAY: None. The motion carried. Council member Scribner was absent.

Council member Rogers made a motion to go into executive session to discuss Mark Holoubek's offer to settle their appeal of the condemnation award on the Northwest Drainage Project easement, and to discuss a possible settlement. Council member Kroesing seconded the motion. Voting AYE: Council members Kroesing, Vandenberg, Svoboda, Rogers, and Smith. Voting NAY: None. The motion carried. Council member Scribner was absent.

Mayor Zavodny stated, "Now at 8:36 p.m. we are going into executive session to discuss Mark Holoubek's offer to settle their appeal of the condemnation award on the Northwest Drainage Project easement, and to discuss a possible settlement." Mayor Zavodny, all of the Council members, City Attorney Egr, Interim City Administrator Kovar, and Interim City Clerk Comte went into executive session at 8:36 p.m.

City Attorney Jim Egr stated that a motion and second was not needed to come out of executive session. Therefore, Mayor Zavodny declared the City Council out of executive session at 8:56 p.m.

Council member Kroesing made a motion to settle the appeal of the condemnation award on the Northwest Drainage Project easement with Mark Holoubek. The motion died for lack of a second.

There being no further business to come before the Council, Council member Kroesing made a motion to adjourn. Council member Rogers seconded the motion. Voting AYE: Council members Kroesing, Vandenberg, Svoboda, Rogers and Smith. Voting NAY: None. Council member Scribner was absent. The motion carried and Mayor Zavodny declared the meeting adjourned at 8:57 p.m.



CERTIFICATION OF MINUTES
December 12, 2012

I, Tami L. Comte, duly qualified and acting Interim City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of December 12, 2012; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Tami L. Comte, Interim City Clerk