

CITY COUNCIL PROCEEDINGS

October 27, 2021

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the lower level of the David City Auditorium at 699 Kansas Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on October 21, 2021, and an affidavit of the publisher is on file in the office of the City Clerk. The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting. The meeting was held at the City Auditorium due to the COVID-19 pandemic so as to incorporate social distancing strategies. [It is recommended that individuals be kept at least 6 feet apart.]

Present for the meeting were: Mayor Alan Zavodny, Council members Pat Meysenburg, Tom Kobus, Bruce Meysenburg, Jessica Miller, Kevin Woita, City Attorney Joanna Uden, City Administrator Clayton Keller and City Clerk Tami Comte. Council member John Vandenberg was absent.

Also present for the meeting were: Interim Water Supervisor Aaron Gustin, Wastewater Operator Emmalyn Gaudio, Deputy Sheriff Zach Pilcher, Tony Novak of T. Novak Construction and Banner-Press reporter Molly Hunter.

The meeting opened with the Pledge of Allegiance.

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

Council member Jessica Miller made a motion to approve the minutes of the October 13, 2021 meeting as presented. Council Member Kevin Woita seconded the motion. The motion carried.

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

Council member Tom Kobus made a motion to approved Amendment #1 of the Consultants Agreement with Kirkham Michael for Project #3-31-0025-L01-0000. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

AMENDMENT NO. 1

TO THE CONSULTANT'S AGREEMENT, BETWEEN THE CITY OF DAVID CITY, NEBRASKA, HEREINAFTER CALLED THE "SPONSOR" AND KIRKHAM MICHAEL & ASSOCIATES, INC., HEREIN AFTER CALLED THE "CONSULTANT," FOR THE LAND ACQUISITION (FAA AIP PROJECT NUMBER 3-31-0025-L01-0000) OF APPROXIMATELY 66.2 ACRES LOCATED IN SECTION 32- 15-3 PT S1/2 SW1/4.

Date: _____

This amendment includes the following modifications:

Modification 1: Addition to Section 3: Acquisition Phase

Categorical Exclusions (CE) and Wetland Determination following AIP Sponsor Guide 531

1. Data collection and background research.
The Kirkham Michael Team will obtain or review the following information:
 - Review current Airport Layout Plan (ALP)
 - Review proposed land acquisitions with FAA and City staff and airport manager
 - Review Categorical Exclusion requirements with FAA
2. Coordinate, schedule, and conduct agency review and collect information, as necessary.
3. Prepare draft CE and wetland report for review and concurrence with the City of David City, Nebraska.
4. Prepare and coordinate submittals and approvals with FAA.

Modification 2: Add to Section 5: Fees and Charges

Section 3: Acquisition Phase payment will be increased for the CE and wetland determination by the lump sum of \$12,000.00.

Grand Total Section 5: Fees and Charges

Preliminary Phase	\$ 1,000.00
Acquisition Phase	\$33,975.00
Add CE Amend No. 1	\$12,000.00
TOTAL	\$46,975.00

Schedule:

Kirkham Michael will complete the listed items within 20 calendar days after the full execution of this Amendment No. 1. However, this is contingent upon FAA and other agency approvals.

All other requirements of the original agreement shall remain the same.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AMENDMENT NO. 1, the date first above written.

CITY OF DAVID CITY, NEBRASKA (SPONSOR)
P.O. Box 191
David City, Nebraska 68632-0191


ATTEST

Title

KIRKHAM MICHAEL & ASSOCIATES, INC. (CONSULTANT)
5621 NW 1st Street, Suite 400
Lincoln, Nebraska 68521



ATTEST



Eric Johnson, Vice President

Mayor Zavodny stated that the next item on the agenda was consideration of the bids received for the renovation of the new City Office.

Mayor Zavodny opened the quote from Bierman Construction and stated that the total of the bid was \$385,305.00.

Mayor Zavodny opened the quote from T. Novak Construction, Inc. and stated that it looked like it was in three parts and asked Tony Novak if he would like to explain the quote.

Tony Novak introduced himself and said, "So, basically, what I did was itemized \$120,000 for the main level plus the \$45,000 for the flooring option from Neujahr plus the bullet-proof glass option of \$13,000 so you're at about \$180,000 on the main level with those options. Then, if you go to the second level page... Because the removal of the pavers in the front entryway and the lowered ceiling in the Council Chamber was not on the blueprint, I tried to bid by the blueprint and then I added the options that we discussed. If you go to the second page, the second level, it's basically a \$30,000 bid with an \$18,000 flooring allowance bid. One of the options that we discussed that was not on the plan was opening up five of the east windows, excluding the glass block in the stairwell, did I understand that correctly?"

City Clerk Comte said, "Yes."

Tony Novak said, "That bid was right around \$17,000. I talked to the Fire Marshal and he was not certain if any of this had gone to code review from the Fire Marshal's office. He did call me back this afternoon but he didn't know the answer. Has there been a code review done?"

City Clerk Comte said, "No, there has not."

Tony Novak said, "So, basically, the Fire Marshal told you what he thinks you should do. It needs to be applied for a code review and they will tell you about the same thing with recommendations. It will say at the bottom of their note, pending local authority, so whichever Fire Marshal that you have on that day will interpret it that way and they will consider. So, you're using the guidelines set by Brandon from York."

Mayor Alan Zavodny said, "So, what you've described with the flooring additions and everything, are we at the \$245,000 number roughly?"

Tony Novak said, "I didn't total it for you."

Mayor Alan Zavodny said, "I was trying to do it as you talked, so..."

Tony Novak said, "Well, it would be the \$120,000 plus the \$45,000 for flooring, plus the \$13,000 for bullet proof glass..."

Mayor Alan Zavodny said, "I went with \$180,000 plus \$29,953, roughly, and that got us to \$210,000 and then your \$17,000 for windows."

Council member Tom Kobus said, "Does that include all of your subs?"

Tony Novak said, "Yes. If you look in the back there's itemized bids from Samek Electric that came up to the number that I allowed and my bids from Neujahr Home Center come up with that number and Osborn Plumbing has an itemized bid in there showing how he came up with the number that we allowed. The only question was the asbestos in the floor. If you go down below, there are ten areas with asbestos. So, I did not include removal of the pavers. I'm not

sure how we are going to tie up to that height in the front because we're not removing the front foyer pavers, but you might remove the Council Chamber pavers?"

City Clerk Comte said, "That's up to them. Jess thought maybe he could put something over that and wouldn't have to remove them."

Tony Novak said, "The height is going to be an issue because at the back where we remove the existing teller stations, is two layers of asbestos tile."

City Clerk Comte said, "If he could put something over them, then we wouldn't have to mess with them. We think there might be asbestos in the ATM room where we want to put the handicapped bathroom. That would probably have to be abated because they're going to have to drill through there for water and sewer. That's not a very big room."

Mayor Alan Zavodny said, "I was going to say, as for the square footage that we could possibly have asbestos issues, they are relatively small areas."

Tony Novak said, "There's a sticker on the little access door below the main lobby that has, I think, ten areas that have asbestos. Some of that vinyl flooring has asbestos."

City Clerk Comte said, "It's just not very clear what all has asbestos."

Mayor Alan Zavodny said, "I think we're going to have to tackle that as we go. So, if we compare the bids, everything falls under your allowances with everything?"

Tony Novak said, "It's a proposal. It's not an estimate, it's a proposal. There are options on the steel doors. I don't know if you found that page."

Mayor Alan Zavodny said, "It's hard to do it on the fly."

City Clerk Comte said, "Scott Samek called me and asked me what kind of lighting we wanted."

Tony Novak said, "See, your other electrician may have bid something totally different. There was not a lighting schedule or an electrical schedule for them."

City Clerk Comte said, "I told Scott to put in both and let the Council decide what they want. I just didn't feel like I wanted to make that call."

Tony Novak said, "Then, there are options on the fire doors, if you want mechanical levers, if you go to the third page, four hundred dollars per door if you want mechanical levers or a four to five button code that will lock every time and you'll have to punch a code in every time. If you want to have electric strikes, the fob is not included in the bid. That would be six hundred dollars per door. The last option was the door by the new ticket area by the Council Chamber, if you wanted a button to release that. The paint option bids are included. The only gray area on paint was if you are removing all of the wall paper or what damage there was going to be to the wall. He itemized that in his bid."

Mayor Alan Zavodny said, "So, next steps. We have the two proposals. We had a committee kind of working on this and what I'd like to do this evening is accept one of the proposals. From a monetary standpoint, the Novak one looks like the lowest bid and so, we

need to put a finer point on this and to actually pick fixtures so we can do firm prices. But I think tonight it would be appropriate for us to retain one of the two bids and start working on design. Does that make sense? Given that proposed course of action, how do you wish to proceed?"

Council member Jessica Miller asked what the timeline was on this.

Tony Novak said, "Well, the steel doors are twelve to fifteen weeks out because of covid, so we would need with the committee to decide latches and all of those options. We need to know that before we can order them. Sometimes they tell us twelve to fifteen and it's actually eight. They are being cautious. We could start after the first of the year. We have an April deadline."

Mayor Alan Zavodny said, "The sooner that we can get the committee together, the better."

Tony Novak said, "I would ask that the City apply for a code review as soon as possible because that could take eight to twelve weeks also. Basically, it's a matter of sending the PDF to the Nebraska State Fire Marshal. I'll help you with that."

Mayor Zavodny said, "What will add significant cost is if we have to sprinkle it. At this point it doesn't appear that that will be necessary?"

City Clerk Comte said, "Brandon told Mike Payne that we wouldn't have to, but since then, I think we have a different Fire Marshal, don't we?"

Tony Novak said, "No, Brandon is still doing it."

City Clerk Comte said, "Oh, well, then we should be good."

Tony Novak said, "The code review will recommend and we will invite the local authority in. The asbestos is the other question that I had."

Mayor Alan Zavodny said, "We recognize that if we have to deal with that, we will. We're going to have to, no matter what."

Council member Bruce Meysenburg made a motion to accept the quote of Tony Novak Construction in the amount of \$245,000 to renovate the new City Office building. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

T. NOVAK CONSTRUCTION, INC
841 30 Road
Rising City, Nebraska 68658
402-542-2271 OR 402-367-2827

DATE 10-27-21

TO: City office Remodel

QTY	DESCRIPTION	PRICE	AMOUNT
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Enclosed please find A PROPOSAL with
Contract PRICES per Plan on Project 20-3000

Also enclosed ARE some itemized bids from
the sub-contractors to help with choosing
options.

SIGNATURE

Tony Novak

T. NOVAK CONSTRUCTION, INC
841 30 Road
Rising City, Nebraska 68658
402-542-2271 OR 402-367-2827

DATE 10-27-21

TO: City of Davis City
Project 20-3000

QTY	DESCRIPTION	PRICE	AMOUNT
	Proposal to Remodel <u>(Main Level)</u> Per Print.		\$ 119,584.00
	Includes:		

All Framing - Demolition & Construction Per Main Level Plan.
All Plumbing Per Plan OSBORN quote included
All Electrical Per Plan Plus installing New
Suspended Ceiling in Council Chamber Samek Bid Enclosed
All DREWALL Per Plan including New Bulkheads
for Council Ceiling.
Paint Main Level Scheerer bid enclosed
All Fire Doors Per PLAN
All Glass Per Specs

Note This bid includes 1 stairway fire door and New
Suspended Ceiling in Council Chamber that are not
on the plan. Also includes removing Council
Chamber Floor.

Price Does Not Include:
Any Asbestos Removal
Any Changes Made by State Fire Marshal Code Review
NewARK Home Center Floor Bid included Enclosed \$5,663.21
Bullet Proof Glass Add \$12,960.00

SIGNATURE Cony N

T. NOVAK CONSTRUCTION, INC
841 30 Road
Rising City, Nebraska 68658
402-542-2271 OR 402-387-2827

DATE 10-27-21

TO: City of David City

Project # 20-3000

QTY	DESCRIPTION	PRICE	AMOUNT
	Proposal to Remodel <u>2nd level</u>	#	29,953.00

Includes

1. INSTALL New Suspended Ceiling IN MAIN WORK AREA 208.
2. INSTALL New Lighting IN ENTIRE UPSTAIRS PER SANEK ELECTRIC BID ENCLOSED PAINT & REMOVE WALLPAPER PER SCHREIBER BID ENCLOSED
3. REPAIR & INSULATE EXISTING SKYLIGHT AREAS

PRICE Does Not Include

1. NEWARK FLOORING BID ENCLOSED
2. ANY CHANGES MADE BY NEBRASKA STATE FIRE MARSHAL'S OFFICE CODE REVIEW.

SIGNATURE

Tommy Novak

SAMEK ELECTRIC L.L.C.
 1020 34TH RD
 DAVID CITY, NE 68632

Quote Number: 418
 Quote Date: Oct 27, 2021
 Page: 1

Voice: 402-367-4674
 Fax:

Quoted To:
TONY NOVAK 841 30th Road RISING CITY, NE 68658

*MAIN Level
 pg 1 of 2*

Customer ID	Good Thru	Payment Terms	Sales Rep
NOVAK, TONY	11/26/21	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00	PERMIT	STATE PERMIT	135.00	135.00
6.00	EXIT/EMER-LED	LTH ECC R M6 COMBO	85.00	510.00
250.00	12-2 W/G MC CABLE		0.99	247.50
30.00	12-2 W/G MC CONN	ARLINGTON 38AST	0.97	29.10
300.00	EMT 1/2"	CONDUIT	0.82	246.00
25.00	EMT 1/2" SS CONN	SET SCREW CONN	0.40	10.00
1,750.00	12 THHN	WIRE	0.29	507.50
100.00	BOX 4SQ DEEP	4SQx2 1/8 RACO 232	1.50	150.00
100.00	COVER BLANK 4SQ	RACO 752	0.95	95.00
32.00	BULB LED	FLOOD LIGHTS FOR EXISTING CANS	7.50	240.00
117.00	LIGHT FIX. MISC.	2*4 VOLUMETRIC LED TROFFER	115.00	13,455.00
1.00	LABOR	INCLUDES REPLACING ALL MAIN LEVEL LIGHTS WITH LED'S AS DISCUSSED WITH TAMI. QUOTED FOR NEW LIGHTS IN A NEW DROPPED CEILING IN MAIN ROOM DOES NOT INCLUDE NEW SWITCHES OR RELOCATION OF ANY SWITCHES FOR LIGHTS WILL ELIMINATE MOST CAN LIGHTS ON WEST SIDE AND ONLY USE THE 2*4 TROFFERS FOR LIGHT. EAST SIDE CAN LIGHTS WILL STAY WITH NEW LED BULBS DOES NOT INCLUDE ANY SHEETROCK PATCHWORK IN BASEMENT, IF CEILING	9,500.00	9,500.00
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

SAMEK ELECTRIC L.L.C.
 1020 34TH RD
 DAVID CITY, NE 68632

QUOTATION

Quote Number: 419
 Quote Date: Oct 27, 2021
 Page: 1

Voice: 402-367-4674
 Fax:

Quoted To:
TONY NOVAK 841 30th Road RISING CITY, NE 68658

Customer ID	Good Thru	Payment Terms	Sales Rep
NOVAK, TONY	11/26/21	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
20.00	BOX 4SQ DEEP	4SQx2 1/8 RACO 232	1.50	30.00
20.00	COVER BLANK 4SQ	RACO 752	0.95	19.00
45.00	LIGHT FIX. MISC.	2*4 VOLUMETRIC LED TROFFER	115.00	5,175.00
50.00	EMT 1/2"	CONDUIT	0.82	41.00
1.00	MISC.	FITTINGS/SCREWS/WIRE NUTS/WIRE	150.00	150.00
1.00	LABOR	REMOVAL OF OLD LIGHT FIXTURES AND INSTALLATION OF NEW LIGHT FIXTURES	2,000.00	2,000.00
3.00	MISC.	UPSTAIRS LIGHT FIXTURES UPSTAIRS FLOOR BOXES-WOULD BE CHEAPEST TO JUST REMOVE THEM IF NOT NEEDED, CAN JUST DISCONNECT THAT CIRCUIT AND COVER THEM. IF FLOOR BOXES NEED TO STAY MIGHT COST UPWARDS OF \$1,000-\$2,000 EACH TO JACKHAMMER FLOOR OUT, INSTALL NEW BOX, AND POUR NEW FLOOR.		
			Subtotal	7,415.00
			Sales Tax	
			TOTAL	7,415.00

7415
 407

 \$ 7,822

TOTAL
 2nd level

Proposal 152/21

Schreiber Brothers Inc.

Commercial & Residential PAINTING

2251 3rd Avenue, Columbus, NE 68601
Phone: (402) 563-3518 / Fax: (402) 563-3518
schreiber@neb.rr.com

October 26, 2021

Proposal Submitted To: *Tony Novak*
Novak Construction

Job Name & Location:

David City
City Offices Remodel

Attn: *Tony Novak*
Phone:
E-mail: *novakconstruction@gmail.com*

We hereby submit specifications and estimates for:
We will furnish labor and material to complete the following:

Budget Figures Only

<i>1st Floor – Interior Paint Walls and 4 Doors and Frames</i>	<i>\$14,751.00</i>
<i>Remove Wallpaper (Patching and Skim Coating done by others)</i>	
<i>2nd Floor – Interior Paint Walls</i>	<i>\$5,315.00</i>
<i>Remove Wallpaper (Patching and Skim Coating done by others)</i>	
<i>Exterior Paint East Wall</i>	<i>\$4,246.00</i>
<i>Per Color Change \$50.00 Each</i>	

Not Included: Ceilings, Doors & Frames, Woodwork, and Cabinets

PLEASE NOTE: If building or house was built in 1978 or before it MUST be tested for lead in accordance with the EPA Lead Renovation, Repair and Painting Program. The cost of this test is \$50.00 and is due at the time of testing, this cost is nonrefundable. If lead is present we will follow state and EPA regulations and the cost of this project will be adjusted accordingly.

Pricing is based on work occurring during normal business hours; for after hours or weekend work/completion please contact Schreiber Bros for an updated Proposal.

We propose hereby to furnish material and labor –complete in accordance with above specifications, for the sum of:

TERMS: Payment to be made as follows: 35% down; draws to be taken, balance upon completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate.

All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Proposal valid for 30 Days, proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature: Greg Schreiber, President

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date of Acceptance: _____

City office of David City project

NOVAK CONST.

OSBORN SALES & SERVICE LLC

486 N 5TH STREET
DAVID CITY, NE 68632

dougosborn24@ya...

Oct 21 at 10:42

Bidding Contractors

10-21-21

Plumbing Proposal for New City office Bldg remodel of old 1st Nat. Bank Bldg.

Bid Includes:

Furnish and Install:

Rough in Plumbing For New ADA compliant Bathroom

Removing of existing Fixtures and installing new Fixtures in same location with new stops, supplies, and traps.

1 - ADA American Standard Stool w/seat

1 - ADA American Standard Wall hanging Lavatory

1 - ADA Moen Lavatory Faucet

1 - ADA compliant trap and supplies covers

1 - Elkay water cooler w/bottle filler

2 - American Standard Drop in oval lavatory

3 - American Standard Wall hanging lavatory Sinks

5 - American Standard Standard stools w/seats

3 - Elkay Stainless Steel drop in bar sinks w/Moen faucets

1 - American Standard Urinal w/Sloan flush valve

2 - Icemaker hookups

5 - Moen single handle chrome lavatory Faucets

Misc. Traps, supplies, wastes, Flanges, ect.....

Labor

Permit

Shop drawings will follow if Bid is Excepted

Bid Does not include any Demolishing besides removing existing fixtures.

Total bid price.....\$17778.00

Bid Estimated by Doug Osborn

Bid good for 30 days

*Main Level
pg 1 of 3*

Neujahr Home Center
470 N 5th Str
David City, NE 68632
402-367-6169
neujahrhomecenter@gmail.com

ESTIMATE

10-23-2021

DAVID CITY OFFICE-NEW LOCATION

Main Floor-

Broadloom Carpet for Stairs-Philadelphia Commercial Color Accents	\$454.91
Adhesive	\$105.00
Installation	\$286.28
Shipping	\$150.00
Tax	\$41.99
TOTAL	\$1038.18

pg 1

<i>1038.18</i>
<i>13,044.79</i>
<i>31,088.53</i>
<hr/>
<i>45,171.50</i>

TOTAL MAIN LEVEL

Neujahr Home Center
470 N 5th Str
David City, NE 68632
402-367-6169
neujahrhomecenter@gmail.com

main
pg 2 of 3

ESTIMATE

10-23-2021

DAVID CITY OFFICE-NEW LOCATION

Main Floor-

LVT-Fusion High Traffic Smithsonian Stone	\$8404.64
Floor Prep/Leveler	\$315.00
Vinyl Transitions, Base/Glue	\$295.19
Installation LVT/Vinyl	\$3308.55
Shipping	\$45.00
Tax	\$676.41
TOTAL	\$13044.79

This estimate does not include tearout/disposal of lobby area

MAN
pg 3 of 3

Neujahr Home Center
470 N 5th Str
David City, NE 68632
402-367-6169
neujahrhomecenter@gmail.com

ESTIMATE

10-23-2021

DAVID CITY OFFICE-NEW LOCATION

Main Floor-

Carpet Tile-Philadelphia Commercial Shifting Gears/Gear	\$19287.45
Adhesive, Floor Prep, Leveler, Stairnose	\$1054.62
Carpet Tearout and Disposal, Stairnose Labor, and Carpet Tile Install	\$8920.80
Shipping	\$300.00
Tax	\$1525.66
TOTAL	\$31088.53

UPSTAIRS
~~Main Level~~
pg 1 of 3

Neujahr Home Center
470 N 5th Str
David City, NE 68632
402-367-6169
neujahrhomecenter@gmail.com

ESTIMATE

10-23-2021

DAVID CITY OFFICE-NEW LOCATION

Upstairs-

Broadloom Carpet for Stairs-Philadelphia Commercial Color Accents	\$804.83
Adhesive	\$105.00
Installation	\$776.25
Tax	68.24
Shipping	150.00
TOTAL	\$1904.32

pg 1 1904.32
pg 2 14,789.32
 1425.50

\$ 18,119.14 TOTAL ~~Main~~ Upstairs Level

Neujahr Home Center
470 N 5th Str
David City, NE 68632
402-367-6169
neujahrhomecenter@gmail.com

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ESTIMATE

10-23-2021

DAVID CITY OFFICE-NEW LOCATION

Upstairs-

Carpet Tile-Philadelphia Commercial Shifting Gears/Gear	\$8901.90
Adhesive, Floor Prep, Leveler	\$819.00
Carpet Tearout/Disposal	\$1991.85
Installation	\$2047.50
Shipping	\$300.00
Tax	\$729.07
TOTAL	\$14789.32

Neujahr Home Center
470 N 5th Str
David City, NE 68632
402-367-6169
neujahrhomecenter@gmail.com

pg 3063

ESTIMATE

10-23-2021

DAVID CITY OFFICE-NEW LOCATION

Upstairs

LVT for Bathroom-Fusion High Traffic Smithsonian Stone	\$323.27
Transitions, Base, Adhesive	\$548.24
Installation/Floor Prep	\$443.63
Shipping	\$45.00
Tax	\$65.36
TOTAL	\$1425.50

Mayor Zavodny stated that the next item on the agenda was consideration of appointing Emmalyn Gaudio as the Wastewater Supervisor.

City Administrator Clayton Keller introduced himself and said, "Emmalyn is currently our Wastewater Operator and basically a lone wolf at the Wastewater Treatment Plant. We've been wanting to appoint her as the Wastewater Supervisor. We've been waiting for her to obtain these certain certifications. It came to our attention that we can appoint her in anticipation of her receiving that certification. That's what I hold here in my hand. So, I would recommend that we appoint Emmalyn as the Wastewater Supervisor. She knows what she's doing. She's really good at it and she loves her job."

Mayor Alan Zavodny said, "What is the status of that certification?"

City Administrator Clayton Keller said, "She takes her test next month."

Mayor Alan Zavodny said, "So, she's a month out from taking her test. Other questions? Does anyone want to ask Emmalyn any questions?"

Mayor Zavodny asked Emmalyn Gaudio if she had anything that she'd like to say.

Mayor Alan Zavodny said, "Do you know when that test is?"

Wastewater Operator Emmalyn Gaudio said, "November 16th."

Mayor Alan Zavodny said, "So, our next meeting is the 10th. If we don't act this evening, that would put it off until the December meeting. I'm just putting this together so the Council understands the logistics. If we wait until she gets certified, now you're waiting until December. The advertisement that I would make for her is she has studied a lot of stuff and really taken a hard dive into the operations of the plant and we have a lot of stuff going on out there. Now, I'll be very honest. I'd be a little more comfortable if we had that certification in hand. That's the wild card here."

Council member Tom Kobus said, "That certification involves what?"

Mayor Alan Zavodny said, "Passing a test."

Wastewater Operator Emmalyn Gaudio said, "I already passed the classes so now I just have to take the test and then the test takes about a month to receive the results."

Mayor Alan Zavodny said, "The middle of December before we'd know."

Council member Pat Meysenburg said, "I'd really like to table this until she gets through her certification."

Mayor Alan Zavodny said, "Is that a motion? Move to table pending certification?"

Council member Pat Meysenburg said, "Yes."

Council member Pat Meysenburg made a motion to table the appointment of Emmalyn Gaudio as the Wastewater Supervisor pending certification. Council Member Jessica Miller seconded the motion. The motion carried.

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

Mayor Zavodny stated that the next item on the agenda was consideration of appointing Aaron Gustin as the Water Supervisor.

Mayor Alan Zavodny said, "Aaron does have the proper certifications."

Council member Jessica Miller said, "So, he's only been Interim right now?"

Mayor Alan Zavodny said, "He's been operating as an interim for a very long time."

City Clerk Comte said, "He's been interim since January of 2019."

Council member Jessica Miller said, "So, you've been interim for over a year?"

City Clerk Comte said, "Almost three years."

Council member Jessica Miller said, "May I ask why? I'm just curious."

Mayor Alan Zavodny said, "Part of it was in order to reach the certification that he needed, you have to have the two years in the position. Is that a fair thing to say?"

Interim Water Supervisor Aaron Gustin introduced himself and said, "No. I don't know if you remember the circumstances of that meeting."

Mayor Alan Zavodny said, "Just tell me what you're thinking."

Interim Water Supervisor Aaron Gustin said, "Peoples Service was in talks, and quite forcefully. So it was, 'Let's see if he sinks or swims'. Then Emmalyn came on to replace CJ and we wanted to keep the non-supervisory position there and then, here we are."

Mayor Alan Zavodny said, "But, to reach your certification of where you are at now, it took two years of experience. Isn't that one of the requirements?"

Interim Water Supervisor Aaron Gustin said, "No. I could have taken over that night in January."

City Clerk Comte said, "You have your Grade III water certification, right?"

Interim Water Supervisor Aaron Gustin said, "That is not required."

City Clerk Comte said, "But, you have it, don't you?"

Interim Water Supervisor Aaron Gustin said, "I have my Grade IV Water, which is required."

City Clerk Comte said, "I guess I was thinking that you were taking it."

Interim Water Supervisor Aaron Gustin said, "I was going to but then that was the week of the 4th through the 8th and unfortunately, due to staffing requirements for projects that we had in play, I could not leave town."

Mayor Alan Zavodny said, "How do you wish to proceed?"

Council member Bruce Meysenburg said, "So, if we make Aaron Water Supervisor is that going to affect the Wastewater for this two-month period? Emmalyn will just be the interim or how will that work?"

Mayor Alan Zavodny said, "It would continue as it is now, so she's running the whole thing with no real title and not compensated for it."

Interim Water Supervisor Aaron Gustin said, "May I make a recommendation?"

Mayor Alan Zavodny said, "Certainly."

Interim Water Supervisor Aaron Gustin said, "If at all possible, just to make sure that we're not treading on thin ice, table it until her certification is obtained and then we can do this without any reservation."

Mayor Alan Zavodny said, "Ok. Let me counter that. The logistics of what we would need to do to appoint you, which, from my standpoint we should do, but she can't directly report to you."

Interim Water Supervisor Aaron Gustin said, "She does not, currently."

Council member Jessica Miller said, "You report to us, on her behalf."

Wastewater Operator Emmalyn Gaudio said, "I report to Clayton."

Council member Jessica Miller said, "No, but when it comes to the lagoons and stuff, Aaron has always come here and...."

Wastewater Operator Emmalyn Gaudio said, "I come here, as well. For things that he is working on, separately, he comes to you guys."

Mayor Alan Zavodny said, "That's where I was going. The fact that it will have to be very clearly delineated that you would report to Clayton. Tell me what we gain from tabling yours? What am I missing?"

Interim Water Supervisor Aaron Gustin said, "If there is any hesitation in regard to supervisory or with another individual, because I do work both."

Mayor Alan Zavodny said, "As long as you aren't supervising her, I do not have that hesitation. It's going to have to continue to be that way, but the supervisory piece that we have to be really careful about and I don't think that we have that issue. If she reports to Clayton, it's clear on our chain of command. I'm going to say frankly, he's earned it and we've pooped on this department long enough, if you ask me, with all of the EPA things. I understand why we did what we did earlier, but I also think that Emmalyn deserves it, as well. So, we get that test done and we should do that as quickly as we can. That's my feeling."

Council member Bruce Meysenburg made a motion to appoint Aaron Gustin as the Water Supervisor. Council Member Kevin Woita seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Mayor Alan Zavodny stated that the next item on the agenda was consideration of purchasing a new vac truck.

Mayor Alan Zavodny said, "When we talked about this previously, just up to date, it's the second one, the more expensive one that actually has the features we're interested in and wasn't the overkill?"

Water Supervisor Aaron Gustin said, "It's more in tune to what we are used to working with in terms of the features. At the beginning of this I reached out to Johnson Services, individuals who use these trucks on a regular basis. So, I reached out to the vendors that they recommended. One was McQueen, one was Elliott and the other was Rose Equipment. They use two Aquatechs in their fleet. They also use four Elliott trucks in their fleet. We are limited in terms of storage, in depth."

Mayor Alan Zavodny said, "In the Astro building?"

Water Supervisor Aaron Gustin said, "Yes. The Elliott was eliminated right away. We can't store it. We did have an opportunity to look at a new truck that came up as a demo. Kevin was able to attend. It had impressive features."

Mayor Alan Zavodny said, "Is that the dual axle one?"

Water Supervisor Aaron Gustin said, "No, that's the single axle one."

Mayor Alan Zavodny said, "I thought as I read through these that I remembered..."

Water Supervisor Aaron Gustin said, "They do offer a dual axle option on the Vector brand."

Mayor Alan Zavodny said, "Didn't I read on the one, though, that we had concerns about if it would be legal with the weight?"

Water Supervisor Aaron Gustin said, "Yes. The Aquatech is the dual axle and it fit by about a foot in the Astro Building. So, that was the concern."

Discussion followed.

Council member Kevin Woita said, "I did some investigating on my own. The first one, the one that came and we physically looked at, the truck that we looked at was a very large unit. I think it was at least a ten-yard capacity. The one that they quoted was a three-yard capacity?"

Water Supervisor Aaron Gustin said, "Yes. Similar to the truck that we have now."

Council member Kevin Woita said, "If you break that down, three-yards, five hundred gallons fresh water for the price is \$99,700 per yard. If we go to these other two – one is a ten yard and one is a nine yard. The difference in price is one is \$41,700 per yard and the other one is \$42,011 per yard for a larger unit."

Mayor Alan Zavodny said, "About half."

Council member Kevin Woita said, "Of course, you are talking about a lot more money. But, all three of them come basically with the same engine size. All three of them are basically the same chassis, they are all Freightliners. The one is a single axle and the others are dual axle. The truck will probably never get fifty thousand miles on it. The tires will wear out before

the truck is replaced. It all comes down to the unit that is on the chassis. I don't know what I'm looking at, but I highlighted a few things. They are real comparable. My personal opinion is the Elliott, is that the one that won't fit?"

Water Supervisor Aaron Gustin said, "Yes. There are some features on the Aquatech. So, every driver for Johnson Services is biased. They all think that their truck is the best. That's just how it is. The redeeming quality of the Aquatech is that it minimizes the pinch-point. You have a one-hundred-forty-degree rotational boom. Whereas, you're stuck with a front-mount one on the other two units. The jetting reel is on the rear, so John will be from me to Clayton screaming over the engine and this is right off the back and is very quiet. There is less heat that is retained by that piece of equipment on the engine, and so, in terms of being able to communicate on a job site, it's quite nice. The pinch-points in that rotational vacuum amount are less of an issue because of the design. This dumps direct into the debris body, where the others pass through a tube first and then do a ninety degree turn. So, there are several possible obstruction points as we're vacuuming and get pieces of cinder block. We could build a place for the Elliott, but they were unsure of the availability, as well."

Mayor Alan Zavodny said, "That's the part that concerns me, maybe the most, because accessing chassis on different things, it's a little different, but we modify vans and finding the chassis to do it before it even goes in for the conversion has been difficult."

Council member Tom Kobus said, "I agree that the components are about the same."

Council member Kevin Woita said, "Have you seen this unit? You mentioned something about Johnson."

Water Supervisor Aaron Gustin said, "So, I recall seeing this unit in use. Actually, an Aquatech unit was the unit that when they were in town doing sewer sliplining. They assisted us with a lot of sewer backups at that time. The main one that I remember is the manhole was basically blowing off out in front of the street department. Aquatech was the truck that went in there and we got to assist and use it. Johnson Services will be here within a week or two. Those trucks are coming, as well."

Council member Kevin Woita said, "That's what I'm saying. I feel a little more comfortable if somebody looks at something at least similar."

Mayor Alan Zavodny said, "That's a good-sized truck."

Water Supervisor Aaron Gustin said, "That one will clear our door by about a foot. That's why I reached out to Johnson Services. I trust them. They do it day in and day out."

Mayor Alan Zavodny said, "I agree with Kevin. I like to look at it and see what we're getting."

Water Supervisor Aaron Gustin said, "If the Council did choose to wait, there is no guarantee after that. There were three chassis sitting on the lot in Ohio. If we wait another two to four weeks, they may be gone."

Mayor Alan Zavodny said, "We don't even know if they are still there, now."

Water Supervisor Aaron Gustin said, "He called me today. I know that he has one to build on for us today. Brad called me and said 'if you want to get a move on let's get going' and I told him that the meeting was tonight. These are all built to spec based on the expectations that John had set forth in talking with them. Both of them looked at our current unit and saw what we had for equipment and then it was kind of a custom build from there."

Council member Kevin Woita said, "So, how do we pay for it?"

Mayor Alan Zavodny said, "I don't know exactly where your department is sitting, at this point..."

Water Supervisor Aaron Gustin said, "I was told to get quotes. It was definitely not a planned expense."

Council member Tom Kobus said, "It's only going to get higher."

Mayor Alan Zavodny said, "What I'm asking, and I haven't looked at our most recent financials....."

Council member Jessica Miller said, "I'm just looking at the economy and if we're going to do it you have to act on it now, because in two or three months you might have nothing."

Mayor Alan Zavodny said, "I think in worst case scenario, we know that we have enough cushion in the electrical to loan it to ourselves. This needs to happen and we need to figure it out down the road."

Council member Tom Kobus made a motion to purchase a new Vac Truck from Aquatech in the amount of \$417,648. Council Member Jessica Miller seconded the motion. The motion carried.

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



CAPACITY MEETS VERACITY

The industry's only ASME-certified **6-15 cubic yard** debris tank. Water tank capacity from **570-1,750 gallons**.

A Both the debris tank and the water tank are built for the long haul and are backed by an industry-leading lifetime warranty to prove it.

PRESSURE WITH PRECISION

A triplex pump design allows smooth, constant pressure with an efficient, reliable drive up to **150 GPM**.

THE NOISE POLLUTION SOLUTION

The rear hose reel operating position means less vibration, less heat, and **2x to 4x less noise** than front hose reel systems for reduced operator fatigue and increased safety.

Meets or exceeds OSHA requirements with industry's lowest dBA of 82 or less at the hose reel, eliminating the need for bulky ear protection.

No ear protection needed





Customer Proposal

Sourcewell Contract # 122017-HVC

Customer Name City of David City
 Contact Name _____
 Address P.O. Box 191
David City NE, 68632
 Phone Number _____
 E-Mail Address _____

Dealer Rose Equipment
 Contact Name Brad Broz
 Address 8055 Fletcher Avenue
Lincoln, Nebraska 68507
 Phone Number 402-467-5988
 E-Mail Address brad@roseequipmentinc.com

0. BODY

Qty	Item	Description
1.00	B10	10 yds. of Debris, 1150 Gallons of Water Rear Reel Combination Unit

1. VACUUM SYSTEM

Qty	Item	Description
1.00	STD-0014	Blower Engagement at Operators Station
1.00	STD-0015	Mounted Stainless Steel Final Filter
1.00	STD-0013	Reinforced Poly-Chain Drive System
1.00	STD-0012	ROOTS 624 - 3670 CFM, 18" Hg
1.00	STD-0017	Vacuum Gauge at Operators Station
1.00	STD-0016	Vacuum Relief Valves
1.00	A383923-2	Pneumatic Vacuum Breaker
1.00	300002955	Cyclone Separator with Collection Chamber

1.1. WATER SYSTEM

Qty	Item	Description
1.00	STD-0021	Pressure Relief Valve Shall be Installed to Protect the Pump
1.00	STD-0013	Reinforced Poly-Chain Drive System
1.00	STD-0020	Water Pump Air Purge Valve



Qty	Item	Description
1.00	121002495	1/2" x 75' High Pressure Gun & Hose Assembly with Spring Retracting Reel
1.00	121002494	1/2" x 75' Wash Down Gun Hose Assembly with Spring Retracting Reel
1.00	200070011	12 Volt Cold Weather Recirculation System
1.00	121005969	Unloader Control System Side & Rear
1.00	A239902	Water Purge/Blow Out System
1.00	A384199-1	50 GPM @ 3000 PSI Water System

1.2. DEBRIS TANK

Qty	Item	Description
1.00	STD-0119	10 yd. Debris Tank Capacity
1.00	300003522	Tank Top Access Ladder
1.00	STD-0026	2 - Debris Level Sight Eyes Located in Rear Door
1.00	STD-0023	56,000 lb. Double-Acting Dump Hoist
1.00	STD-0025	4 - Individual Hydraulic Cylinder Door Locks
1.00	STD-0029	Rear Door Safety Prop
1.00	STD-0027	Stainless Steel Ball Check Valve with Air Deflector Screen
1.00	STD-0033	Stainless Steel Fenders
1.00	A000401	Anti-Slip Tape on Tank Top
1.00	STD-0024	Top Hinged Hydraulic Open/Close Rear Door
1.00	A245901-4	Debris Tank Vibrator
1.00	121005979	Dual Floor Flushers & Tank Flush
1.00	121006209	Removable Decant Hose with Disconnect & Cap
1.00	NS-0030	6" Rear Drain Valve in Rear Door with 15' x 6" Lay-Flat Hose
1.00	A381531-1	Remote Lubrication Manifold
1.00	A384963	Debris Door Screen Blank Off Plate

1.3. WATER TANKS

Qty	Item	Description
1.00	STD-0038	Heavy Duty Water Fill with Anti-Siphon Air Gap & 2" Y-Strainer



Qty	Item	Description
1.00	STD-0074	3" Y-strainer at Water Pump with Drain
1.00	STD-0075	Fill Hose Storage Basket
1.00	STD-0081	3/8" Thick Polyethylene UV Stabilized Graphite Water Tanks with 1,150 Gallon Capacity
1.00	STD-0036	Self-Cleaning Tank Design with 2.5" Quick Opening Drain
1.00	300005200	Digital Water Level Indicator

1.4. BOOMS

Qty	Item	Description
1.00	STD-0041	Top-Loading Boom Design One Piece HD Rubber Debris Hose
1.00	STD-0042	Slewing Gear Power Rotation with 360 Degree Rotation
1.00	STD-0043	Hydraulic Power Up/Down Rear Boom Storage
1.00	NS-0077	Boom Mounted Internal Air/Vac Valve (Flapper Valve)
1.00	STD-0045	Boom Clean Out Port
1.00	200040021	8" x 19' Ring Lock Extendable Boom

1.5. HOSE REEL

Qty	Item	Description
1.00	STD-0046	Hydraulically Articulated 180 Degree Street to Curb Rotation
1.00	STD-0047	Hose Reel Rotation Controlled via Electric/Hydraulic Control
1.00	A338664-7	Digital footage counter
1.00	A175167-3000-Cobr	Sewer Hose 3/4" x 600' 3000 PSI

1.6. STORAGE

Qty	Item	Description
1.00	121005547	Step Toolbox
2.00	A180552-1	30"Wx18"Dx18"H Toolbox
1.00	A385801	Aluminum Tool Trays on Both Side of Water Tanks
1.00	300004744	Tube Rack, Sliding, Vertical, BOC, 8 Tube with Tool Storage



1.7. CONTROLS

Qty	Item	Description
1.00	STD-0050	Wireless Remote with LCD Display
1.00	STD-0051	6 Position Joystick Boom Control Mounted at Control Station
1.00	STD-0052	Chassis Tachometer
1.00	STD-0053	Vacuum Gauge
1.00	STD-0054	Hose Reel Speed Control
1.00	STD-0055	Water Pressure Gauge
1.00	STD-0056	Electronic Engine Throttle Control
1.00	STD-0057	Boom Up Warning Light & Alarm
1.00	STD-0058	Low Water Warning Light & Alarm
1.00	STD-0059	12 Volt Electrical Outlet at Panel
1.00	STD-0061	Back Up Alarm
1.00	A000372	Blower Hour Meter
1.00	STD-0060	PTO Hour Meter
1.00	A120051	Water Pump Hour Meter
1.00	121006420	Dual Camera Split Monitor Reversing System

1.8. LIGHTING

Qty	Item	Description
1.00	STD-0062	Boom Clearance Lights
1.00	STD-0063	LED Style DOT Lighting
1.00	A120101-LED	Control Panel Lights
1.00	A120378-3-LED	Boom Flood Lights
1.00	A388569	Lighting Package (3 - Debris Tank Strobes, 5 - Flood Lights, 1- Arrow Board, 1 - Handheld Spotlight)



1.9. MISCELLANEOUS

Qty	Item	Description
1.00	PAIN-WHITE	White Paint
1.00	A176150	25' x 2 1/2" Hydrant Fill Hose
1.00	A176150-ADD	Additional 25' x 2 1/2" Hydrant Fill Hose
1.00	A220280-CH-NC	Traffic Cone Holder (NO Cones)
1.00	A235006	3" Flexible Hose Guide with 20' Rope
1.00	121002415	12' Telescoping Wand
1.00	A255099	1/2" MNPT x 36" Lance
1.00	A255100	1/2" MNPT x 48" Lance
1.00	A255101	1/2" MNPT x 60" Lance
1.00	A255201-8.9	Linear Nozzle 8.7 gpm
1.00	10000420	1/2" x 1/2" FNPT Female Coupler, 5000 PSI wlock
1.00	10000421	1/2" x 1/2" MNPT Female Coupler, 5000 PSI wlock

2. TUBES

Qty	Item	Description
1.00	STD-0067	1 - Intake Tube 6'
1.00	STD-0068	1 - Extension Tube 6'

2.3. BAND LOCK TUBES

Qty	Item	Description
1.00	10000535	Excavator Tube 8" x 6' Band Lock HDPE
3.00	10000480	Extension Tube 8" x 6' Band Lock
5.00	A399045	8" Band Lock Clamp
5.00	10000599	Band Lock 8" Gasket



2.4. NOZZLES

Qty	Item	Description
1.00	STD-0069	1 - 15 Degree Nozzle
1.00	STD-0070	1 - 30 Degree Nozzle

2.5. STOCK CHASSIS OPTIONS

Qty	Item	Description
1.00	FRT Auto	Freightliner 108 SD Tandem Axle WBOCTB

Sourcewell Contract Price: \$417,647.42

Date: _____
Dealer Name Printed: _____
Dealer Signature: _____



1. **Acceptability of Seller's Terms and Conditions.** All offers (prices included) for goods and services ("Buyer") of HVAC Corporation ("Seller") are expressly conditioned on Buyer's agreement to these Terms and Conditions of Sale ("Terms and Conditions"). Any acceptance of Seller's offer is expressly limited to a compliance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No Buyer purchase order or other form or communication shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase goods or services shall constitute Buyer's assent to these Terms and Conditions.
2. **Quotation.** Unless otherwise specified in the quotation, Seller's quotation shall expire thirty (30) days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.
3. **Payment and Shipping Terms.** Domestic sales are FOB, Seller's factory or other point of shipment designated by Seller. International sales are CIF. Unless otherwise quoted or acknowledged by Seller, payment terms are net thirty (30) days from the date of invoice. Payment for all goods or services in due and shall be paid according to the terms appearing on the face of the invoice and quotation from Seller. Any amount not paid on its due date shall accrue interest at a rate of 10% per annum. All payments will be made in US Dollars. If Buyer is delinquent in the payment of any invoice, Seller may, in its discretion and without prejudice to its other rights, withhold shipment (including partial shipments) of any order and require Buyer to prepay for further shipments until complete payment has been received. Buyer shall be responsible for all costs related to the collection of past due unpaid amounts. In addition to any prices, Buyer shall pay the amount of any present or future manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, customs duty, inspections or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, as or measured by the transaction between Seller and Buyer. In the event Seller is required to advance any such tax, fee or charge, Buyer shall reimburse Seller therefor, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted with any exemption certificate or other document by the authority imposing such tax, fee or charge. For international transactions, Seller shall not begin production or fabrication of ordered goods until one of the following has occurred: (i) Buyer has provided full (100%) payment of all costs related to the Order, or (ii) Buyer has provided Seller with a letter of credit covering all costs related to the Order, such letter of credit shall be determined acceptable or non-acceptable in the Seller's sole and absolute discretion.
4. **Title and Risk of Loss.** Title and risk of loss or damage in transit shall pass from Seller to Buyer at delivery, which shall be deemed to occur upon transfer of possession to the first carrier or Buyer's representative (which for these purposes will include Seller if Buyer has arranged for transportation by Seller's personnel) at the delivery point whichever occurs first pursuant to the applicable shipping terms.
5. **Delays or Default in Delivery.** Seller shall have no liability to Buyer for Seller's delay or default in delivery due to strikes, secondary boycotts, riots, wars, accidents, fires, floods, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortages of labor, fuel, materials, supplies, power, transportation facilities or testing capacity, the impact of the outbreak of COVID-19 or any other epidemic, or other similar or dissimilar causes beyond Seller's reasonable control whether or not foreseeable. Under no circumstances shall Seller have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Seller's delay in delivering, or failure to deliver any goods to or perform services for Buyer as agreed.
6. **Acceptance.** Buyer acknowledges and agrees that the Buyer has 10 calendar days to inspect the goods from the earlier of (i) the time the goods have been picked up by Buyer or their representative, and (ii) the time the goods have been delivered to the destination in the invoice or a place that the Purchaser typically receives goods from Seller. Buyer must notify the Seller if the goods are being rejected as non-conforming goods by providing a Notice of Goods Rejection form ("RGR") received by Seller no later than 10 calendar days after receipt of goods as determined above and the RGR must include the invoice and transaction number, the goods that Buyer believes are non-conforming and the details of why Buyer asserts the goods are not conforming. Failure to notify Seller within 10 calendar days will be deemed acceptance of the goods and any subsequent product issue shall be controlled by the product warranty section of these Terms and Conditions. If Seller allows the return of any goods after the 10 calendar day acceptance period, Buyer shall pay a 10% restocking fee to Seller.
7. **Design and Technical Information.** Seller claims proprietary rights in the items and information associated with the Order. Drawings and technical information are issued in confidence for engineering information and mutual assistance only and may not be publicly disseminated, reproduced or used by Buyer without Seller's prior written consent and shall be returned upon the earlier of Seller's written request or when its purpose has been served.
8. **Changes, Cancellations.** Changes and/or cancellations to existing schedules or orders are subject to Seller's prior written acceptance and reasonable cancellation charges, including all progress billings and reimbursement by Buyer of Seller's incurred direct manufacturing costs, including but not limited to all labor costs and expenses and costs of materials that are not usable by Seller and other non-recoverable costs incurred. Such incurred costs will be determined by Seller and communicated in writing to Buyer.
9. **Limited Warranty.** Seller's warranty is set forth in Seller's Limited Warranty for the goods or services covered by the Order, as the same is attached hereto or otherwise provided to Buyer. THIS WARRANTY IS BUYER'S EXCLUSIVE REMEDY AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any description of the goods, whether in writing or made orally, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer's Order are for the sole purpose of identifying the goods and shall not be construed as a warranty.
10. **Limitation of Liability.** THE REMEDIES OF THE BUYER SET FORTH IN THESE TERMS AND CONDITIONS OF SALE ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER, NOTWITHSTANDING ANY PROVISION IN THESE TERMS AND CONDITIONS OF SALE TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EXTRA-CONTRACTUALLY, OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, CLAIMS OF CUSTOMERS OF THE BUYER OR OTHER THIRD PARTIES (EXCEPT AS OTHERWISE PROVIDED FOR ABOVE IN THE SECTION TITLED AS INTELLECTUAL PROPERTY INFRINGEMENT) OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SELLER'S TOTAL CUMULATIVE LIABILITY ARISING FROM, CONNECTED WITH, RESULTING FROM OR RELATED TO THESE TERMS AND CONDITIONS OF SALE WHETHER THE CLAIMS ARE BASED IN CONTRACT, WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EXTRA-CONTRACTUALLY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID.
11. **Remedies.** Any lawsuit or legal claim for breach of this order must be brought within one year.
12. **Governing Law and Jurisdiction.** The laws of the State of Ohio, without regard to the conflicts of law principles thereof, shall govern Buyer's order, these Terms and Conditions and all disputes and/or disagreements arising hereunder. Both parties agree and hereby submit to the exclusive jurisdiction and venue of the state or federal courts, in Washington County, Ohio, with respect to any and all disputes arising out of or relating to these Terms and Conditions or any of the transactions contemplated hereby; and each party irrevocably submits to the jurisdiction of such court, unless any objection that it may now or hereafter have to the venue or convenience of such forum, and agrees that all such disputes shall be heard and determined in such court.



October 20, 2021

City of David City

Re: Tax Exempt Municipal Lease Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to City of David City the following Tax Exempt Municipal Lease transaction as outlined below. Under this transaction, City of David City would enter into a Tax Exempt Municipal Lease agreement with NCL for the purpose of acquiring 2021 Aquatech B-10 Combo Truck. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	City of David City
LESSOR:	Lease Servicing Center, Inc. dba NCL Government Capital
EQUIPMENT:	2021 Aquatech B-10 Combo Truck
EQUIPMENT COST:	\$417,647.42
DOWN PAYMENT / TRADE-IN:	<u>\$20,000.00</u>
AMOUNT FINANCED:	\$397,647.42
FUNDING DATE:	November 19, 2021
DEFERRAL DAYS:	0
FIRST PAYMENT DUE:	November 19, 2022
TERM:	5 Years
ANNUAL LEASE PAYMENTS:	\$88,996.44
ALTERNATIVE LEASE OPTIONS:	7 years \$65,227.34

BALLOON PAYMENT: \$0.00

PRICING: The Rate and Payments outlined above are locked, provided this proposal is accepted by the Lessee by November 19, 2021 and the transaction closes/funds prior to December 19, 2021. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$500 paid to Lessor at closing

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of Lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA). NCL's Sourcewell Contract # is 011620-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (320) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Jacob Ost - (320) 763-7600
 jakeo@nclgovcap.com

ACCEPTANCE

As a duly authorized agent of City of David City, I hereby accept the proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: _____ DATE: _____
 NAME: _____ TITLE: _____
 PHONE: _____

WE ARE PROVIDING THIS INFORMATION TO YOU FOR YOUR INFORMATION ONLY. THIS INFORMATION IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSES. YOU SHOULD CONSULT WITH YOUR ATTORNEY OR OTHER PROFESSIONAL ADVISOR BEFORE ENTERING INTO ANY CONTRACT. YOU SHOULD BE AWARE THAT THE INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSES. YOU SHOULD CONSULT WITH YOUR ATTORNEY OR OTHER PROFESSIONAL ADVISOR BEFORE ENTERING INTO ANY CONTRACT. YOU SHOULD BE AWARE THAT THE INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSES. YOU SHOULD CONSULT WITH YOUR ATTORNEY OR OTHER PROFESSIONAL ADVISOR BEFORE ENTERING INTO ANY CONTRACT.

Council member Tom Kobus made a motion to approve cancelling the November 24th and December 22nd Council Meetings. Council Member Kevin Woita seconded the motion. The motion carried.

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

Mayor Zavodny stated that the next item on the agenda was discussion concerning compensation for City Council members for meeting attendance.

Council member Jessica Miller said, "I feel that being a representative of the citizens of this town, I don't think that they should be paying if we are not going to be at the meetings. I think that we need to set something so that you can miss two meetings per year and unless it's an emergency or medical reasons that you can't be here, then we can look at those circumstances and see whether or not it justifies that counting against them."

Mayor Zavodny said, "Let me start with the rules. Is there anything in Ordinance or Statute that governs this?"

City Clerk Comte said, "Yes. We can't change anything until right before the next group takes office."

Mayor Zavodny said, "That's for compensation."

City Clerk Comte said, "Joanna thought that it was the same thing, right?"

City Attorney Joanna Uden said, "Yes."

Mayor Zavodny said, "So, you can't vote yourself a pay raise. I know that's in Statute. It has to apply to the next elected group. Is that what we're talking about?"

City Attorney Joanna Uden said, "Right. You can't make any compensation changes based on, and I could look through my emails and tell you exactly which section, but you can't make any changes. It says 'any'. It doesn't differentiate, even if you're giving yourself a pay decrease."

Mayor Zavodny said, "I actually see the point of this and what we're trying to discuss here. I will say, from a little bit of experience, that we have had Council members that have been dealing with illnesses and you talked about that in your comments."

Council member Jessica Miller said, "I didn't know if there was a way that we could do it to where whatever the Ordinance needs to be made to where if it's due to illness that they could be Zoomed in and we allow that."

City Clerk Comte said, "That's against the Open Meetings Act. You can't do that."

Council member Pat Meysenburg said, "Before I got on the City Council, there was a deal where if you missed four meetings, if it wasn't from sickness, the Council has the right to vote you off of the City Council."

City Clerk Comte said, "That is in our Municipal Code. We looked that up. Clayton, do you remember what that was?"

City Administrator Clayton Keller said, "When a Council member misses five meetings in a row then the City Council can have it put on the following agenda to remove that Council member from their seat. The City Council member that has missed the five meetings in a row is allowed to ask the Council to excuse his or her absences. So, the City Council member who has missed meetings can, at any time, come and ask to have their absences excused."

Mayor Zavodny said, "That's in our code?"

City Administrator Clayton Keller said, "Yes. That's in our code."

Mayor Zavodny said, "Because, let me play devil's advocate on a couple of items. One, part of what we're discussing is disenfranchising the voters of any given ward. That's a decision that I'm hard pressed to say is a good idea for us to do. The other thing is, meetings are one part of holding this job and I think that all of you know that you can't go buy a loaf of bread without someone saying 'Boy, that was the dumbest decision that you made Wednesday night. What were you thinking?' So, that's just part of the job. So, the job entails more than just the meetings and sometimes life gets in the way, but the other side of the coin is, how do you represent the people that you've been elected by and it's hard to do it when you can't be there. We all know that jobs sometimes require you to miss meetings and we certainly don't pay you enough to miss your day job. I'll tell you that. It's a really good discussion, but I think we have to be really careful of how we approach it. We know that we can't act now. Are you comfortable with the five meetings in a row and then have them make their case? That's our current situation."

Council member Kevin Woita said, "No, not really."

Council member Tom Kobus said, "This is the first time that anybody has missed this much since I've been on."

Council member Jessica Miller said, "The only point that I was trying to make was, and maybe it was because I had awesome great-grandparents who instilled a work ethic into us, I feel like if I'm doing my job, it's my job to be here, but if I'm not here doing my job then I shouldn't get paid for it. Does that make sense?"

Mayor Zavodny said, "I think it does. Are we differentiating illness versus other reasons that we might miss, because I remember a person who was struggling with severe illness that missed an awful lot. We're not going to name any names. Circumstances have arisen in the past and in my eleven years it did happen."

Council member Bruce Meysenburg said, "In my opinion, when I decided to run for this seat, I just figured that I'm going to try to make as many meetings and do the best job that I can and be here at every meeting. I know there's times that you can't make every meeting but if you miss one or two, here or there, that's not a big deal but you've got to take some responsibility for what you're doing when you got elected to that seat. You've got constituents who elected you."

Council member Kevin Woita said, "I agree one hundred percent."

Mayor Zavodny said, "The question becomes, what do we have the authority to do? I don't know the answer to that, currently."

City Attorney Joanna Uden said, "Not much until next December."

Mayor Zavodny said, "If you could research what our potential courses of action are, that would be great. I think you have the gist of what the concerns are."

Council member Jessica Miller said, "I'm not saying that we should kick anybody off, I'm just saying that if you're not there the whole month of October, then you shouldn't get paid for October."

Mayor Zavodny said, "Your ask is not unreasonable. I don't know that we have the ability to not pay somebody."

Council member Jessica Miller said, "I get that. That's why I think that in a year in November we could have the discussion so that we can have it as an agenda item in December and vote on it."

Mayor Zavodny said, "The bottom line on this is, if you don't like the rules, then you need to change the rules and use the proper process to do it and that is what we're on track to do."

Mayor Zavodny declared the public hearing open at 7:58 p.m. to consider amending the Zoning Ordinance No. 1060 Article 4.14 Accessory Buildings and Uses and Amending Article 2: Definitions by Adding Definitions.

Rex Rehmer introduced himself and said, "I'm requesting that you consider amending the size of outbuildings that we can build on our property. Actually, just the overall height from seventeen feet to just over twenty-two feet."

Mayor Zavodny said, "Did the Planning Commission tackle this?"

City Clerk Comte said, "Yes, they did. Seventeen feet for the sidewalls and the overall height shall not exceed twenty-five feet."

Mayor Zavodny said, "Ok. That's what I wanted to ask directly. From what I read in that it seemed to address your concerns."

Rex Rehmer said, "Mine isn't that high. Mine is twenty-two and a half."

Mayor Zavodny said, "But the side wall?"

City Clerk Comte said, "It's currently ten feet. The problem is that when the Planning Commission met, Keith said that we already have three or four that are exceeding the ten foot height and this would make those all legal."

Mayor Zavodny said, "I have a problem when that happens. If we have illegal structures and then someone tries to follow the rules."

Rex Rehmer said, "I was told by the former building inspector that I could do it, just like Darin Struebing was told that he could do it. I want to do it right."

Mayor Zavodny said, "If you have other people who have done it, it seems very unfair to me and this takes care of it."

Council member Jessica Miller said, "This takes care of the existing buildings?"

Mayor Zavodny said, "The ones that are currently not in compliance? Yes. Then it's very clear on new construction what is allowed."

Rex Rehmer said, "It's going to be a really nice building. It's not going to be an eye sore. It'll be a win-win for everybody, including me."

Mayor Zavodny declared the public hearing closed at 8:01 p.m.

Council member Jessica Miller introduced Ordinance No. 1372. Mayor Zavodny read Ordinance No. 1372 by title. Council member Bruce Meysenburg made a motion to suspend the statutory rule requiring that an Ordinance be read on three separate days. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

Council member Jessica Miller made a motion to pass Ordinance No. 1372 on third and final reading to amend the Zoning Ordinance No. 1060 Article 4.14 Accessory Buildings and Uses and amending Article 2: Definitions by adding definitions. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

ORDINANCE NO. 1372

AN ORDINANCE TO AMEND ZONING ORDINANCE NO. 1060 BY AMENDING SECTION 2 DEFINITIONS BY ADDING POLE BUILDING/BARN AND QUONSET AND AMENDING SECTION 4.14 ACCESSORY BUILDINGS; TO PROVIDE FOR THE REPEAL OF ANY ORDINANCE OR RESOLUTION IN CONFLICT THEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE THEREOF; AND TO AUTHORIZE PUBLICATION IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, THAT THE FOLLOWING SECTIONS OF ZONING ORDINANCE NO. 1060 BE AMENDED AS FOLLOWS:

The following two (2) definitions shall be added to ARTICLE 2: DEFINITIONS

POLE BUILDING/BARN shall mean a nonresidential structure where wooden post and beam act as the main structural support for the roof and walls. No concrete/masonry support under posts; walls and roof covered with metal skin.

QUONSET shall mean a metal building typically hoop shaped with no or limited side walls.

ARTICLE 4: GENERAL PROVISIONS shall be amended such that SECTION 4.14

ACCESSORY BUILDINGS AND USES shall read as follows:

“SECTION 4.14 ACCESSORY BUILDINGS AND USES

*Accessory buildings located within the corporate limits of the City of David City, and are located within the R-1, R-2, R-3 or RM Districts, that are not attached to a primary structure must comply with the following regulations:

- A) The design and construction of an accessory building shall be consistent with that customarily used in residential construction, similar in color and style to the primary structure on the same lot.
- Exception: Accessory buildings 120 square feet or less shall be exempt from the design standards above, however, they must be anchored to meet the wind ratings.
- 1) It shall be constructed of new, grade stamped materials, unless approved in advance by the Building Inspector.
 - 2) Accessory structures with open sides must be professionally rated or engineered to resist a 110 MPH wind and shall have footings designed in accordance with the assigned weight and wind loading.
 - 3) The sidewalls of the building shall not exceed 17 feet from the lower of the exterior grade or the interior floor and the overall height shall not exceed 25 feet.
 - 4) It shall have a maximum width of 40 feet on its widest side.
 - 5) It shall not occupy more than 40% of the remaining, buildable area on the lot.
 - 6) It must be separated from other flammable structures by at least ten feet.
 - 7) It shall be set back a minimum of 20 feet from any street side property line or flush with the primary structure.
 - 8) If the square footage is greater than 500 square feet; 42 inch deep continuous footings are required.
 - 9) If the square footage is between 400 and 500 square feet, a monolithic slab footing may be used.
 - 10) Accessory buildings less than 400 square feet may be anchored to a slab of poured concrete no less than 4 inches in thickness.
 - 11) Detached accessory buildings or structures shall be located no closer to any other accessory or principal building than ten feet.
- B) No accessory building shall be constructed prior to construction of the principal building.
- C) No accessory building shall be constructed on a separate lot from the principal structure.
- D) No accessory building shall be constructed or placed on an easement.
- E) Standard wood building material shall maintain at least 6 inches of clearance to the exterior grade. Wood which contacts the concrete or masonry directly shall be Pressure Treated.
- F) Rear and side yard setbacks shall be 6 foot from property lines.
- G) The rear setback shall increase to 10 feet if a garage door is placed on the rear alley side.

- H) Storage of any boat, camper, trailer or other vehicle shall not be permitted in any required yard; except that a boat, boat trailer, or camp trailer may be placed in a rear or side yard on an approved rock or concrete driveway.
- I) If a primary structure is removed or demolished from a parcel, the detached accessory building must be removed or demolished within six months of such removal or demolition; unless new construction is begun on a new primary structure within the immediately following six-month period.
- J) Carports
 - 1) All carports shall be constructed of materials similar to those in the primary structure.
 - 2) All carports shall be anchored to a permanent footing, as discussed previously in this section.
 - 3) All carports shall meet all required wind loading standards set forth herein.
 - 4) Carports shall be anchored to the primary structure on one end.
 - 5) Maximum square footage shall be 400 sq. ft.
 - 6) No metal roofs shall be allowed.
- K) Metal Accessory Buildings
 - 1) All metal accessory buildings shall be finished similarly to the principal structure.
 - 2) All metal accessory buildings shall be attached to a 42-inch-deep continuous footing.
No metal accessory building shall be constructed as a pole building/barn or Quonset building.
 - 3) All metal accessory buildings shall meet the minimum snow and wind loading as mentioned above.
 - 4) Metal siding and roofs shall be a non-reflective color and shall blend into the surrounding area.
 - 5) All metal accessory buildings shall meet all requirements found in Section 4.14 A through I above.”

This Ordinance shall be in full force and effect from and after passage, approval and publication or posting as required by law.

PASSED AND APPROVED THIS 27th day of October, 2021.

Mayor Alan Zavodny

City Clerk Tami Comte

Council member Tom Kobus made a motion to approve a Letter Agreement for Professional Services with Olsson concerning the Class "A" Street Superintendent for January through December 31, 2022 appointing Dave Ziska as Street Superintendent for 2022. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

(This section left intentionally blank)



**LETTER AGREEMENT
FOR PROFESSIONAL SERVICES**

January 1, 2022

Mayor and City Council
City of David City
P O Box 191
David City, NE 68632-0191

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Consulting Services Agreement - 2022 (the "Project")
David City, Nebraska

Dear Mayor and City Council:

It is our understanding that the City of David City, Nebraska ("Client") requests Olsson, 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.

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 ("Scope of Services") to Client for the Project:

STREET SUPERINTENDENT SERVICES

- Guidance and consultation for development and updates to the one- and six-year street plans
- Attendance at one public hearing related to the one- and six-year plan
- Review and updates to the street lane mile report
- Guidance and consultation of program compliance to the Nebraska Board of Public Roads Classifications and Standards

Exclusions

- Surveying – legal, topographic and construction staking
- Geotechnical
- Environmental Reviews and Permitting
- Project Design
- Bidding Services
- Preparation of preliminary engineering reports, studies, assessments, etc.
- Construction Administration and Observation
- Materials Testing

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional 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 expects to perform its services under the Agreement as follows:

Anticipated Start Date: January 1, 2022
Anticipated Completion Date: December 31, 2022

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

Lump Sum Phase: Client shall pay to Olsson for the performance of the Scope of Services a lump sum in the amount listed in the Compensation Schedule below. Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

- Olsson's Scope of Services will be provided as follows:
 - Street Superintendent Services: \$4,000 Lump Sum

- Olsson will provide for the performance of miscellaneous services as City Engineer. Individual service items performed are not expected to require services which result in fee billings in excess of \$5,000 per project. A separate Amendment will be prepared for any work assignment for which the fees are anticipated at the outset to exceed \$5,000.

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 Tami Comte.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original 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, INC.

By 
David D. Ziska

By 
Jeff R. Palik

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, NEBRASKA

By _____
Signature

Print Name _____

Title _____

Dated _____



- Attachments
General Provisions
Billing Rate Schedule
Reimbursable Expense Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated January 1, 2022 between the City of David City, Nebraska ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Olsson's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson

harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the

construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with

diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any

fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent

professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed

in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous

Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subcontractors as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s)

or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

Council member Jessica Miller introduced Ordinance No. 1373. Mayor Zavodny read Ordinance No. 1373 by title. Council member Jessica Miller made a motion to suspend the statutory rule requiring that an ordinance be read on three separate days. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

Council member Pat Meysenburg made a motion to passed Ordinance No. 1373 on 3rd and final reading updating the pay scale. Council Member Bruce Meysenburg seconded the motion. The motion carried.

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

ORDINANCE NO. 1373

AN ORDINANCE ADOPTING A NEW PAY SCALE / SALARY FOR FULL-TIME AND PERMANENT PART-TIME EMPLOYEES; REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

SECTION 1. The Mayor and City Council of David City, Nebraska, do hereby establish and fix the pay scales and salaries attached for the attached positions for the appointed officers and employees of the City of David City, Nebraska.

SECTION 2. Any Cost-of-Living Adjustments (COLA) shall be given as approved by the City Council.

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

SECTION 4. This ordinance shall be published in pamphlet form and shall be in full force and effect on November 24, 2021 following its passage, approval, and publication as provided by law and city ordinance.

PASSED AND APPROVED this 27th day of October, 2021.

Mayor Alan Zavodny

City Clerk Tami Comte

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Department	10 Steps, Probation is 95% of Pay When Hired									
Position	1	2	3	4	5	6	7	8	9	10
City Hall										
Clerical I	\$11.27	\$11.69	\$12.11	\$12.53	\$12.95	\$13.36	\$13.78	\$14.20	\$14.62	\$15.04
Acct Clerk I	\$16.13	\$16.57	\$17.02	\$17.46	\$17.91	\$18.35	\$18.80	\$19.24	\$19.69	\$20.13
Acct Clerk II	\$19.24	\$19.89	\$20.53	\$21.18	\$21.83	\$22.47	\$23.12	\$23.77	\$24.41	\$25.06
(incl .50/hr if CMC; Ord. 1192)	\$19.74	\$20.39	\$21.03	\$21.68	\$22.33	\$22.97	\$23.62	\$24.27	\$24.91	\$25.56
Power Plant										
Power Plant Op I	\$19.38	\$20.17	\$20.97	\$21.76	\$22.55	\$23.35	\$24.14	\$24.93	\$25.73	\$26.52
Power Plant Op II										
Power Plant Op III										
Power Plant Supervisor	\$27.53	\$28.42	\$29.30	\$30.19	\$31.07	\$31.96	\$32.84	\$33.73	\$34.61	\$35.50
Electric										
Apprentice Lineman	\$17.97	\$18.55	\$19.13	\$19.71	\$20.29	\$20.87	\$21.45	\$22.03	\$22.61	\$23.19
Lineman 2nd Class	\$19.99	\$20.48	\$20.97	\$21.46	\$21.95	\$22.45	\$22.94	\$23.43	\$23.92	\$24.41
Lineman 1st Class	\$23.63	\$24.24	\$24.84	\$25.45	\$26.05	\$26.66	\$27.26	\$27.87	\$28.47	\$29.08
Line Foreman	\$27.88	\$28.37	\$28.87	\$29.36	\$29.86	\$30.35	\$30.85	\$31.34	\$31.84	\$32.33
Electric Supervisor	\$31.14	\$31.87	\$32.59	\$33.32	\$34.05	\$34.77	\$35.50	\$36.23	\$36.95	\$37.68
Water/Wastewater										
Water/Wastewater Operator I	\$17.94	\$18.54	\$19.13	\$19.73	\$20.33	\$20.92	\$21.52	\$22.12	\$22.71	\$23.31
Water/Wastewater Operator II	\$21.07	\$21.61	\$22.16	\$22.70	\$23.24	\$23.79	\$24.33	\$24.87	\$25.42	\$25.96
Water Field Supervisor	\$21.14	\$21.67	\$22.20	\$22.74	\$23.27	\$23.80	\$24.33	\$24.87	\$25.40	\$25.93
Water Supervisor	\$25.86	\$26.72	\$27.58	\$28.44	\$29.30	\$30.15	\$31.01	\$31.87	\$32.73	\$33.59
Wastewater Supervisor	\$25.18	\$26.00	\$26.82	\$27.63	\$28.45	\$29.27	\$30.09	\$30.90	\$31.72	\$32.54
Street										
Maintenance Worker I	\$15.65	\$16.05	\$16.44	\$16.84	\$17.23	\$17.63	\$18.02	\$18.42	\$18.81	\$19.21
Maintenance Worker II	\$16.82	\$17.25	\$17.68	\$18.11	\$18.54	\$18.96	\$19.39	\$19.82	\$20.25	\$20.68
Street Foreman	\$19.74	\$20.16	\$20.58	\$21.01	\$21.43	\$21.85	\$22.27	\$22.70	\$23.12	\$23.54
Street Supervisor	\$22.86	\$23.48	\$24.10	\$24.72	\$25.34	\$25.96	\$26.58	\$27.20	\$27.82	\$28.44
Parks										
Park Laborer	\$15.00	\$15.53	\$16.06	\$16.59	\$17.12	\$17.65	\$18.18	\$18.71	\$19.24	\$19.77
Parks & Auditorium Supervisor	\$17.64	\$18.24	\$18.84	\$19.44	\$20.04	\$20.65	\$21.25	\$21.85	\$22.45	\$23.05
Recreation										
Recreation Coordinator	\$19.12	\$19.73	\$20.34	\$20.96	\$21.57	\$22.18	\$22.79	\$23.41	\$24.02	\$24.63
Recreation Director	\$21.86	\$22.44	\$23.02	\$23.59	\$24.17	\$24.75	\$25.33	\$25.90	\$26.48	\$27.06
Building & Zoning										
Building Inspector/Zoning Administrator	\$16.54	\$17.87	\$19.20	\$20.53	\$21.86	\$23.20	\$24.53	\$25.86	\$27.19	\$28.52
Part-Time										
Part-Time Workers	\$12.45	\$12.78	\$13.11	\$13.44	\$13.77	\$14.11	\$14.44	\$14.77	\$15.10	\$15.43
Summer Help	\$9.00	\$9.50	\$10.00	\$10.50	(No more than 4 steps)					
Recycling Workers	\$9.00	(No more than 1 Step)								
Pool										
Concession/Games/Cleaning	\$8.27	\$8.38	\$8.50	\$8.62	\$8.72	\$8.84	\$8.95	\$9.06	\$9.18	\$9.30
Swimming Lesson Aid	\$8.27	\$8.38	\$8.50	\$8.62	\$8.72	\$8.84	\$8.95	\$9.06	\$9.18	\$9.30
Aerobics Instructor	\$10.41	\$10.52	\$10.65	\$10.76	\$10.86	\$10.98	\$11.09	\$11.20	\$11.32	\$11.44
Lifeguard	\$8.83	\$8.94	\$9.04	\$9.17	\$9.29	\$9.39	\$9.49	\$9.62	\$9.73	\$9.84
WSI Lifeguard	\$9.79	\$10.07	\$10.36	\$10.65	\$10.91	\$11.20	\$11.49	\$11.76	\$12.06	\$12.36
Head Lifeguard	\$11.38	\$11.64	\$11.94	\$12.21	\$12.50	\$12.78	\$13.05	\$13.35	\$13.61	\$13.87
Assistant Manager	\$12.28	\$12.58	\$12.86	\$13.14	\$13.44	\$13.74	\$14.05	\$14.36	\$14.70	\$15.04
Manager	\$12.78	\$13.05	\$13.36	\$13.65	\$13.97	\$14.30	\$14.61	\$14.93	\$15.28	\$15.63
Salaried Staff Pay Plan (Annual Rate of Pay)										
Position	Minimum		Mid-Point		Maximum					
Clerk/Treasurer	\$57,700		\$68,378		\$79,055					

Council member Jessica Miller made a motion to pass and adopt Resolution No. 21-2021 to install School Zone Speed Limit Signs around David City Public Schools, Aquinas Elementary and Holy Family Early Learning Center. Council Member Bruce Meysenburg seconded the motion. The motion carried.

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

RESOLUTION NO. 21-2021

WHEREAS, the Mayor and City Council of David City, Nebraska, have been advised that there are currently no speed limit signs posted near the David City Public Schools, Aquinas Elementary School and the Holy Family Daycare; and

WHEREAS, Municipal Code Section 4-113 establishes the speed limit in school zones to be 15 miles per hour unless otherwise posted; and

WHEREAS, it is in the interest of public safety to properly post the assigned speed limits in these school zones;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF DAVID CITY, NEBRASKA, that:

David City Public Schools - 15 mile per hour speed limit signs be posted along "E" Street between 7th and 9th, "D" Street between 7th and 9th, and from "E" Street to the Railroad tracks on 9th Street and,



Aquinas Elementary and Holy Family Daycare - 15 mile per hour speed limit signs be posted along "J" Street between 6th and 7th Streets, along 6th Street between "I" and "K" Streets, along 5th Street between "I" and "K" Streets and along "K" Street between 5th and 6th Streets.



Passed and adopted this 27th day of October, 2021.

Mayor Alan Zavodny

ATTEST:

City Clerk Tami Comte

Mayor Zavodny stated that the next item on the agenda was discussion concerning the welcome to David City signs north and south of town.

City Administrator Clayton Keller said, "The welcome signs at the three-mile corner and the six-mile corner, as the community knows them, are old and are in need of some repair. Love Signs has offered to restore them for us or make us new signs. During those conversations we decided that it would be a good idea to have an art competition. This idea actually originated during a conversation between myself and Kelcie Keeling, the former director of the Chamber of Commerce. We thought it would be a great idea, but then it fell by the wayside. So, now I'm bringing it to you as a discussion to see what you'd like to do. Both of the art programs at David City Public Schools and at Aquinas Catholic Schools are interested in

participating in this. We would have their art students be the ones to create art that the community or the Council would then vote on and choose as the winners to put on the billboards.”

Mayor Zavodny said, “To be clear, anybody who had a design idea could submit?”

City Administrator Clayton Keller said, “We could do that.”

Council member Jessica Miller said, “I like the idea of giving it to our youth. I mentioned to Clayton that maybe one school could have the north side and one school could have the south side and the community could vote on it at the community development meetings that we’re having.”

City Administrator Clayton Keller said, “If you like the signs as they are, we can keep them as they are. We can update them and keep the art that we have or if you want to change the art, at this opportunity, we can do that.”

Discussion followed.

It was decided to administratively invite the schools to participate in the sign project.

Mayor Zavodny stated that the next item on the agenda was consideration of Resolution No. 22-2021 authorizing acquisition of real estate for the David City Municipal Airport.

Mayor Zavodny said, “Let me summarize this quickly. We had a Zoom call with Eric Johnson from Kirkham Michael and a representative from Midwest Right of Way. What we are trying to do is acquire the land so we can extend our airport for smaller jets to be able to land and to acquire the land around it so we can control any type of detrimental activity to our airport. What we’re doing is adopting a Resolution and you don’t have a dollar amount in front of you because that will have to come before you later. All we’re doing is authorizing them to negotiate on our behalf.”

Council member Jessica Miller made a motion to pass and adopt Resolution No. 22-2021 authorizing acquisition of real estate for the David City Municipal Airport. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

RESOLUTION NO. 22-2021

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AUTHORIZING THE ACQUISITION OF REAL ESTATE FOR THE EXPANSION AND PROTECTION OF THE DAVID CITY MUNICIPAL AIRPORT AND IN CONJUNCTION WITH PENDING APPLICATION TO THE FEDERAL AVIATION ADMINISTRATION FOR FUNDING OF AIRPORT EXPANSION.

WHEREAS, the Mayor and City Council of the City of David City, Nebraska, a municipal corporation and city of the second class ("City"), determined it to be desirable to undertake and carry out a project for the expansion and improvement of the David City Municipal Airport ("Airport"), and for the protection of the Airport from hazards to air navigation; and

WHEREAS, the City has heretofore submitted a Project Application assigned AIP No. 3-31-0025-L01-0000 to the Administrator of the Federal Aviation Administration, for the planned extension, future approach surface, and runway protection zone at the Airport; and

WHEREAS, the City anticipates that the Federal Aviation Administration will provide grant funding to the City for AIP No. 3-31-0025-L01-0000 to aid the City in expansion of the David City Municipal Airport; and

WHEREAS, in a letter dated October 15, 2021, the Federal Aviation Administration authorized the City to proceed with negotiations for the acquisition of the 64.21 acres of land adjacent to the David City Municipal Airport in conjunction with AIP No. 3-31-0025-L01-0000; and

WHEREAS, it is necessary and desirable for the City to acquire certain real estate in conjunction with AIP No. 3-31-0025-L01-0000 and the City's plans for the expansion and protection of the David City Municipal Airport for air navigation and to protect the public health, safety, and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY OF DAVID CITY, NEBRASKA, AS FOLLOWS:

Section 1. RESOLVED, the City finds that the following described real property is adjacent to the Airport, that the Federal Aviation authorized the City to commence negotiations for the acquisition of the following lands in conjunction with AIP No. 3-31-0025-L01-0000, and that the City finds the acquisition of the following lands necessary and desirable for the expansion and protection of the Airport:

Part of the S ½ of the SW ¼, Section 32, Township 15 North, Range 3 East of the P.M., Butler County (PID # 120036351).

Section 2. The City authorizes and directs the City Administrator of the City, or his or her designee, to acquire said real property, on behalf of the City, through good faith negotiation with the property owner.

Section 3. All resolutions, orders, and parts thereof in conflict herewith are hereby repealed to the extent of such conflict. This Resolution shall take effect upon approval. The provisions of this Resolution are separable, and invalidity of any phrase, clause or part of this Resolution, shall not affect the validity of effectiveness of the remainder of this Resolution.

PASSED AND APPROVED this 27th day of October, 2021.

THE CITY OF DAVID CITY

Mayor

ATTEST:

City Clerk

(S E A L)

Mayor Zavodny said, "The next item on our agenda is the former drive through bank building of the bank. We had the first go round and didn't get to where we needed to get. There was a lot of discussion on whether the appraisal was accurate or not accurate. My thought process after listening to everything that we've discussed is to do one more on-line auction with a minimum bid of \$55,000 and if it goes, it goes."

Council member Jessica Miller said, "I was thinking more like \$60,000."

Mayor Zavodny said, "Alright. Well, you can change my \$55,000. That's just where I was at."

Council member Jessica Miller said, "I was looking at it, too. Maybe the appraised value was really off. I don't know. Maybe the land is worth more than the building itself. I was just thinking that if you set the reserve at \$60,000 that maybe we'll hit \$80,000 and be okay."

Council member Jessica Miller made a motion to approve selling the building at 593 N. 5th Street at an online auction and set the reserve at \$60,000. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

Council member Pat Meysenburg made a motion to adjourn. Council Member Jessica Miller seconded the motion. The motion carried and Mayor Zavodny declared the meeting adjourned at 8:18 p.m.

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

CERTIFICATION OF MINUTES

October 27, 2021

I, Tami Comte, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of October 27, 2021; 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, City Clerk