

CITY COUNCIL PROCEEDINGS

February 9, 2022

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 February 3, 2022, 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 Tom Kobus, Bruce Meysenburg, Jessica Miller, Pat Meysenburg, Kevin Woita, City Attorney Joanna Uden, and City Clerk Tami Comte. Council member John Vandenberg was absent.

Also present for the meeting were: Deputy City Clerk Lori Matchett, Sheriff Tom Dion, Electric Supervisor Pat Hoeft, Park/Auditorium Supervisor Bill Buntgen, Water Supervisor Aaron Gustin, Dana Trowbridge, Sam Barlean and Molly Hunter with the Banner-Press. Allison Brockhaus, CPA with Schumacher, Smejkal, & Elm, P.C. joined via Zoom.

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. Mayor Zavodny also stated that due to the decrease in the Covid-19 numbers in the Four Corners Health area that the Council meetings would be moving back to the City Office beginning with the February 23, 2022 meeting.

Council member Tom Kobus made a motion to approve the minutes of the January 26, 2022 City Council meeting as presented. 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 approve the claims as presented. Council Member Tom Kobus 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 was Committee and Officers Reports and presentation of a 10-year Certificate of Appreciation to Bill Buntgen.

Mayor Zavodny presented a 10-year Certificate of Appreciation to William E. Buntgen and said, "Now you have it in writing that we appreciate you and thank you for everything that you do."

Bill Buntgen said, "Thank you very much."

Mayor Zavodny said, "I have some items that I want to talk about."

Council member Kevin Woita said, "I see where Pat Hoefft of the Electrical Department would like to promote John Smaus to department head. I'd like to have that under consideration."

Mayor Zavodny said, "We're going to need to put that on the next agenda. We've been talking about that, too and it's probably time to do that. I've got a brief thing that I want to talk about. After our last meeting I had a brief conversation with Councilman Woita and this isn't intended to be a 'poor me' speech, but we've got seven hundred balls in the air right now and there's no way to juggle them all. So, what I'm going to encourage the Council to do is to maybe pick up a few of these things that we've been working on. We had a person who wanted to come on the weekend and see the City Office that we're currently in and I was busy, and Jessica was kind enough to help. Tami got me the key and I got it to Jessica, and she was able to show that because it worked for them on a weekend, so just doing things that we need to keep things going. Right now, just a brief list of things that we've got going on is, I have people from Des Moines calling about getting a hotel here. Casey's is interested in coming to town again. We're working on expansion of the airport and negotiations with Helgoth. Akrs and RJ, the housing development, AGP, a thrift store wanting to open in town, and I see that Sam is here tonight and I had him on the list. We have issues come up and some tree questions so what we're going to do is put him on the Tree Board agenda and if that doesn't get the satisfactory result then he can come to the Council. We are certainly working with Arps to find them a place to set up their new plant. So, any one of those things takes some time and then there are big things, and they are all hitting at once."

Council member Tom Kobus said, "What are you looking for?"

Mayor Zavodny said, "I think something similar to what you and Skip did when you did the Henningsen's thing."

Council member Tom Kobus said, "I'll do it. I don't think it's that big of a deal. I can do it, I think."

Mayor Zavodny said, "Which part?"

Council member Tom Kobus said, "All of it, if I can have some help."

Mayor Zavodny said, "All of it has taken a lotta, lotta time."

Council member Tom Kobus said, "I guess we have to wait for that other item about hiring Skip to help out."

Mayor Zavodny said, "Skip and I haven't had the opportunity to have a conversation. It's on number ten, but I have nothing to present to you."

Council member Tom Kobus said, "I'll say it right now. I think that he's the guy to do a lot of this because he knows the ropes. He knows what's going on and he knows people. I have no trouble with him doing this at all and I'll even work with him."

Mayor Zavodny said, "We'll have to wait until item ten because Skip and I haven't had that conversation."

Council member Tom Kobus said, "Who else is going to know what is going on?"

Mayor Zavodny said, "That is what I've been saying. We need someone who can hit the ground running."

Council member Pat Meysenburg said, "We're going to need to hire the City inspector full-time with all of the projects that are going on."

Mayor Zavodny said, "I think that it's good that we're having these conversations. Those are the conversations that we will need to have over the next days, weeks, months and if you want to get down to it, years."

Council member Kevin Woita said, "Have we had any new applicants for City Administrator?"

Mayor Zavodny said, "We have two. That's also on the list. That didn't even make the list. We're going to set up a time and I'm going to do the thing that I've done before because it worked pretty well. We're going to get in my pickup and drive around town. We're going to look at the town and talk about the different projects and things going on and try to familiarize them with what small town David City looks like. We do have a couple of candidates that we think could potentially be a good fit. That was my report as far as this part to bring you up to speed and up to date. Actually, when the soybean announcement hit the paper, that's when the hotel started calling and Casey's wants to look again, and everybody gets fired up. Now this is a great place to come. But you can't do it all at once."

Council member Tom Kobus made a motion to approve the Committee and Officers Reports as presented. 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

Council member Tom Kobus made a motion to approve Progress Estimates #4 and #5 for Garver, LLC in the amount of \$14,315.33 and \$14,774.38, respectively for the Airport Layout Plan Update. Council Member Pat Meysenburg seconded the motion. The motion carried.

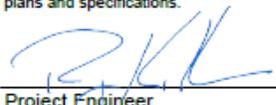
Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

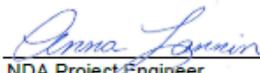
PROGRESS ESTIMATE

**NEBRASKA DEPARTMENT OF TRANSPORTATION
 AERONAUTICS DIVISION**

Sponsor: <u>City of David City</u>	Estimate No. <u>4</u>	Date: <u>12/1/2021</u>
<u>557 N. 4th Street</u>	AIP No.: <u>3-31-0025-014-2021</u>	
<u>David City, NE 68632</u>	Garver Project No.: <u>20A14400</u>	
Contractor: <u>Garver, LLC</u>		<u>David City Municipal Airport</u>
<u>PO Box 6565</u>	Date of Contract: <u>4/28/2021</u>	
<u>Lincoln, NE 68506</u>		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	UNIT PRICE	AMOUNT
1	Project Initiation & Admin	100%	LS	\$7,536.18	\$7,536.18
2	Inventory of Existing Conditions	80%	LS	\$52,047.61	\$41,638.09
3	Aviation Activity Forecasts	85%	LS	\$23,496.81	\$19,972.29
4	Facility Requirements	60%	LS	\$13,572.76	\$8,143.66
5	Airport Alternatives	40%	LS	\$39,469.11	\$15,787.64
6	Airport Layout Plan Development	15%	LS	\$51,237.11	\$7,685.57
7	Implementation Plan	0%	LS	\$8,105.63	\$0.00
8	Aeronautical Survey	83%	LS	\$90,909.00	\$75,000.00
9	Closeout	0%	LS	\$9,131.92	\$0.00

As Project Engineer, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.  Project Engineer 12/2/2021 Date	Grand Total	\$175,763.43
	Less Previous Estimates	\$161,448.10
	Due Contractor This Estimate	\$14,315.33

Approved for payment as per Project Engineer's certification  NDA Project Engineer 1/13/2022 Date

APPROVED: _____
 Airport Sponsor Date

PROGRESS ESTIMATE

**NEBRASKA DEPARTMENT OF TRANSPORTATION
 AERONAUTICS DIVISION**

Sponsor: <u>City of David City</u>	Estimate No. <u>5</u>	Date: <u>1/5/2021</u>
<u>557 N. 4th Street</u>	AIP No.: <u>3-31-0025-014-2021</u>	
<u>David City, NE 68632</u>	Garver Project No.: <u>20A14400</u>	
Contractor: <u>Garver, LLC</u>		<u>David City Municipal Airport</u>
<u>4701 Northshore Drive</u>	Date of Contract: <u>4/28/2021</u>	
<u>North Little Rock, AR 72118</u>		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	UNIT PRICE	AMOUNT
1	Project Initiation & Admin	100%	LS	\$7,536.18	\$7,536.18
2	Inventory of Existing Conditions	80%	LS	\$52,047.61	\$41,638.09
3	Aviation Activity Forecasts	85%	LS	\$23,496.81	\$19,972.29
4	Facility Requirements	75%	LS	\$13,572.76	\$10,179.57
5	Airport Alternatives	55%	LS	\$39,469.11	\$21,708.01
6	Airport Layout Plan Development	15%	LS	\$51,237.11	\$7,685.57
7	Implementation Plan	0%	LS	\$8,105.63	\$0.00
8	Aeronautical Survey	90%	LS	\$90,909.00	\$81,818.10
9	Closeout	0%	LS	\$9,131.92	\$0.00

As Project Engineer, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.


 Project Engineer 1/5/2022
 Date

Approved for payment as per Project Engineer's certification 
 NDA Project Engineer 1/13/2022
 Date

Grand Total	\$190,537.81
Less Previous Estimates	\$175,763.43
Due Contractor This Estimate	\$14,774.38

APPROVED: _____
 Airport Sponsor Date

Mayor Zavodny stated that the next item on the agenda was the presentation and acceptance of the 2020-2021 audit by Allison Brockhaus of Schumacher, Smejkal, & Elm, P.C. for fiscal year ended September 30, 2021.

Mayor Zavodny said, "Allison is on Zoom and is going to present their audit findings."

Allison Brockhaus introduced herself and said via Zoom, "I appreciate you guys allowing us to help you out with your audit again this year. I know that Covid has kind of thrown a wrench in our audit and with your staff there, as well. So, I just want to thank you guys for your patience in getting the audit accomplished for you this year. I'm not sure if everybody has a copy of the audit. We usually include right inside the cover of the audit, a letter which we will come back to towards the end. As we're flipping through the audit, I'll point out some of the highlights just because you guys are pretty consistent from year to year but there were some changes from the 2020 financial statements to the financial statements for September 30th, 2021. I'll start on page two and just kind of point out that we did give you guys a clean opinion again this year which basically just states that we aren't aware of anything, or nothing came to our attention that would cause the financial statements to be materially misstated in accordance with the different types or basis of accounting. I'll have you flip to page three. Probably the biggest change this year and I was talking to Tami the other day and your year ended September 30th of 2021 and you guys are already into your next budget year. It's hard to switch back and forth once you've started that new year, but we'll just touch the high points. The biggest change is that you guys became more active in 2021 with the CDA, the Community Development Agency. I know that I spoke with Tami and Clayton and Alan, a couple times, regarding how that needs to be treated regarding the financial statements this year. Because of the level of involvement with the City Council, with the entire City Council being board members of the CDA, that qualifies the CDA to be what is considered a component unit of the City, so we had to combine the CDA's activities with the City's financial statements for the audit. So, that's probably going to be the biggest change throughout all of these financial statements. But we made reference to what was Community Development Agency versus what is the City's. So, hopefully, you can make that distinction pretty easily. Overall, total assets of the City were up about a million dollars from 2020 which, I think you guys have been pretty consistent on that increase from year to year. I think you had talked about it earlier in your committee reports that you have a lot of stuff going on. I think one of the biggest projects that we spent a lot of time auditing this last year was all of the activity in the airport fund. You guys had quite a bit of activity and disbursements occurring in that fund, so we did spend quite a bit of time looking at that. You guys did receive the first half of the American Rescue Plan Act Funds. I'm not sure if you've received the second half yet or when they plan to give that out, but we did kind of separate that out by itself. I think the State Auditors are looking to see that separated since it is designated for capital improvements down the road. If you have the audit in front of you, I will have you skip to page six and that is kind of where you will see the distinction between the City and the Community Development Agency. We've got its own separate column for that CDA, so if you were looking to see what portion of the assets were just City related so you could easily take the total less the CDA activity and get to what is David City's portion of assets, liabilities, etc. I will have you flip to page eight and I feel like a broken record saying CDA all of the time, but we do have the electric fund throughout the year. I guess the City purchased some land on behalf of the CDA and so we do have a note receivable for the electric fund for those land purchases and in speaking with Tami and Clayton, I think that we have that sorted out. I think you got that all paid off at the end of 2021, which is nice. I'll have you flip to page thirteen. In that note one that just kind of provides more detail on how the determination was made on how to include the CDA in the financial statements so a lot of the notes during the financial statements

are very interesting, if you ask me, but I guess if you need something to help you fall asleep tonight. You'd probably pick this up and get to the second page and be out like a light. A lot of this stuff is just required financial statement disclosures, so I won't go into depth about a lot of it. Note three on page eighteen just kind of discusses whether or not the City's cash deposits were federally insured or covered, and I think that we got that figured out. You guys have some irrevocable letters of credit with the Bank of the Valley, so you guys are adequately covered at the end of the year as far as cash deposits go. Note four on page eighteen shows a breakdown of all of the restricted cash that you have whether that be for bond covenants or the sales tax fund and the CDA's money is pretty much restricted and then we show the ARPA money as restricted, as well. On pages twenty to twenty-one, it discusses all of the long-term debt that the City has outstanding as well as the activity that occurred throughout the year and then we also provide the debt payment schedules for next year and then until the maturity of each of the bonds or notes that you guys have. That's some good information right there. A new note on page twenty-six is note eighteen and just provides some detail on the activity and what occurred within the Community Development Agency. Like I said, this is all kind of old news for you since you are well into the new fiscal year. Then I will have you flip to page twenty-seven which is the budgetary comparison schedule and I just wanted to point out that in total you guys budgeted almost fifteen million dollars in expenditures for 2021 and your actual expenditures were about eleven million dollars, so you were well under budget for 2021. That letter that we skipped at the beginning, if there's anything that you're going to read about the audit, it would be this. This just provides an overview of the audit, if we came across any issues in the audit or if there were any significant changes, we would disclose them here in this letter but there weren't any changes to any accounting policies throughout the year. It would highlight any disclosures as well on the second page or on the middle of the third page if we did have any findings, which we did not again this year. You guys have quite a few levels of internal control and approval for all of your disbursements which we really like to see, so we didn't have any findings but if we did those would be noted in this letter as well. I don't want to take up too much of your time. I'm sure that you have better, more important things to talk about. If you have any questions, please feel free to ask. I just want to thank you for allowing us to help you guys out again this year and hopefully we can continue to help you out."

Mayor Zavodny asked if there were any questions for Allison.

Mayor Zavodny said, "Thank you for making it really easy to follow. I know when we had our discussion, my concern was how we were going to separate that CDA activity, and you were way ahead of me on that stuff. The only thing that we disagreed with on our conversations was, she said it's something to read to put you to sleep and I said that's what keeps us awake at night worrying about it."

Council member Bruce Meysenburg made a motion to accept the 2020-2021 audit by Schumacher, Smejkal, & Elm, P.C. for fiscal year ended September 30, 2021. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

Mayor Zavodny stated that the next item on the agenda was consideration of approving a net metering agreement with NMPP.

Electric Supervisor Pat Hoeft introduced himself and said, "What you're voting on is to get a generic form from NMPP so that our customers who want to put solar on their house or a windmill and they're going to tie into our system which would be an interconnection agreement with it too. Then NMPP will send us generic forms of what we want, and they will help us if we need it. We get these forms, and we fill them out and they will be in Ordinance form that you, as a Council, can approve."

Mayor Zavodny said, "This afternoon, I have to give Pat credit, he kind of talked me into this. This commits us to nothing."

Electric Supervisor Pat Hoeft said, "This commits us to nothing. It's just a form that we get that we fill out as to what we want. I did have Tami put on what Clayton was working on which you were talking about last meeting, and I got on Zoom one agenda item too late. Clayton was working with a solar farm to come to town to produce 2 megawatts for us and that was the next two items on that agenda that I thought you folks ought to see. I think that was what you were talking about but all I know is what I sent her that was sent to me. This is basically no commitment, it's just a form that we fill out and take to Joanna and it's in the form of an Ordinance and as long as she okays it, and we okay it and then from there on. I am going to call Tim Texel with the Power Review Board tomorrow to ask him if we can set a limit on the solar that they can reproduce on us because if they are going to do such a minute form, it's more paperwork than the City could afford to where most towns that I've talked to in some of the districts are only allowed eighty percent of their total percentage that they can produce."

Mayor Zavodny said, "I was just going to ask you to explain that because one of the good questions is, we don't want to have to be paying people if they are producing more than they are using and get into all of that."

Electric Supervisor Pat Hoeft said, "That's why I'd like to talk to Tim at the Power Review Board because if they produce ten kwh more, it's not worth us doing anything. They would have to produce a certain amount. I've talked to some systems, and they produce x amount more and it makes it a real nightmare for them for what they are paying them back. It's not the full amount that we pay NPPD for. The interconnection agreement is partially so we've got the right to go there two times per month and pull their meter and make sure that their switches are working so if there's a power outage, they aren't producing back on the line that could harm anybody that is working on it."

Council member Tom Kobus said, "I was reading over a little bit of this this afternoon and how come they've got so many towns signed up with this outfit?"

Electric Supervisor Pat Hoeft said, "I'm talking about if Bruce wants to put up a solar panel on his house to tie back into our system. What you are looking at is what I think you talked about at the last meeting, and they are looking to put solar farms in to produce one or two megawatts back onto our system and that was something that Clayton was doing and all I got was what you are looking at the end, before he left."

Mayor Zavodny said, "To refresh the Council, and it's been several years now, Blue Stem came to us about putting in a wind turbine that would produce two megawatts and could go up to four and that never did come to fruition. I think part of that was that people weren't too big of fans

of the big wind turbines. Any time you start getting into these kinds of things, you've got to weigh the cost benefit and how complicated it gets for our system."

Council member Kevin Woita made a motion to approve a Net Metering Agreement with NMPP. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

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2/26/14

AGREEMENT
FOR
NET METERING SERVICES

This Agreement for Net Metering Services, hereinafter called the "Agreement", is made this 9th day of February, 2022, between the Nebraska Municipal Power Pool, a non-profit corporation of the State of Nebraska, hereinafter called "Pool", and the City of David City, Nebraska, hereinafter called "Municipality".

RECITALS:

Pool, under the provisions of its Articles of Incorporation, has the authority to enter into and perform contracts with its members.

Pool has initiated a Net Metering Services Program designed to provide assistance in certain technical areas related to policy and guidelines needed by member utilities to entertain applications for and procedures necessary to allow interconnection, metering and billing of qualifying customer-owned energy resources. For purposes of this Agreement, Net Metering shall mean interconnection policy, guidelines and draft documents to allow for parallel installation and operation of customer-owned electric generating facilities that may qualify under state and federal law to interconnect to the utility's distribution grid.

Pool has available qualified personnel who can provide the assistance, guidance and expertise in the implementation of a Municipal-specific Net Metering Policy.

Municipality is a member of the Pool and recognizes the importance of implementing a Net Metering Policy.

In consideration of the mutual promises contained herein, the Pool and Municipality agree as follows:

1. Services to be Provided and Responsibilities of the Parties

1.1 Pool will perform services for Municipality for a fee in accordance with each Exhibit A Request for Service executed by the Parties, which Exhibits shall be marked to indicate the Services which are included in the Scope of Services for Municipality. Such Exhibits shall be subject to the terms and conditions of this Agreement and shall describe the scope of services and the applicable fee. Each Exhibit shall be attached to this Agreement and shall be numbered A-1, A-2, and upward consecutively, as such Exhibits may be adopted and revised from time to time by agreement and execution by the Parties or as modified in accordance with Article 4 of this Agreement. In the event of a conflict between the terms and conditions of the Exhibit and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control. In the event of a conflict among the Exhibits, the Exhibit of the latest date shall control. Questions regarding services under this Agreement should be directed to NMPP's Manager of Engineering Services, or to such other person as may be designated by NMPP from time to time.

1.2 Additional services not provided for in the scope of services set forth in Exhibit A shall be provided only upon separate mutual written agreement between the Parties or upon modification of the scope of services in accordance with Section 4.3 of this Agreement. Municipality will be charged for such additional services at the then-current hourly rate or fee associated with the expense, plus in accordance with Section 1.3 Municipality will reimburse Pool for travel and out-of-pocket expenses incurred on behalf of Municipality in performance of such additional services.

1.3 Travel expenses shall be charged to Municipality at either the Internal Revenue Service standard mileage reimbursement rate per mile or rental car fees plus fuel expenses, at Pool's discretion. Further, Municipality agrees to reimburse Pool for meals, lodging and other out-of-pocket expenses, as incurred, whenever applicable, during the term of this Agreement.

1.4 The fees for services under this Agreement may be reviewed and updated by Pool from time to time in accordance with Section 4.3 of this Agreement.

1.5 Municipality shall perform the following:

A. Furnish to Pool, as requested by Pool, all information necessary for Pool to perform its obligations hereunder. Pool shall be entitled to use and rely upon all information and services provided by or on behalf of Municipality as accurate without independent verification in the completion of the services provided hereunder.

B. Designate, in writing, a person with authority to act on Municipality's behalf on all matters concerning the services provided by Pool under this Agreement.

1.6 Municipality shall perform the responsibilities outlined in Section 1.5 above in a timely manner so as not to delay the services of Pool.

1.7 Municipality shall bear all costs associated with the completion of all requirements under this Article 1.

2. Term

This Agreement shall become effective upon execution and shall remain in effect until terminated by either Party providing sixty (60) days prior written notice to the other Party. The terms and conditions of this Agreement regarding payment, liability, and all others that by their sense and context are intended to survive termination or expiration of this Agreement, shall survive and continue in effect.

3. Limitation of Liability and Indemnification

3.1 It is understood by both parties that the Net Metering Service, consisting of suggestions and recommendations provided by Pool in accordance with this Agreement, are opinions only, and based upon the experience of Pool staff. However, Pool does not warrant that such opinions will insulate Municipality from potential customer actions or actions by any governmental agency.

3.2 Notwithstanding any other provision of this Agreement, Pool's total liability to Municipality for any loss or damage, including, but not limited to special and/or consequential damages arising out of or in connection with the performance of this Net Metering service or any other cause shall not exceed the compensation received by Pool from Municipality under this Agreement, and Municipality hereby releases and will hold harmless Pool from any liability above such amount. Municipality further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Pool and its officers, employees and agents from and against all claims, damages, losses and expenses, direct or indirect, or consequential damages including, but not limited to attorneys fees, arising out of or resulting from the performance of Pool's services hereunder.

3.3 Pool shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. NO WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY

DRAWING, SPECIFICATION, REPORT OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

3.4 All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

4. Payment

4.1 Municipality will pay Pool, for the performance of the services hereunder, the fee as described in Article 1 for the applicable services. The fees for services may be modified from time to time in accordance with Section 4.3 below. If at any time during the term of this Agreement Municipality's membership in Pool is withdrawn or terminated for any reason, the fee or hourly rate for services provided to Municipality under Article 1 shall automatically convert to the non-member fee or hourly rate, which fee or hourly rate may be modified from time to time by Pool, and Pool shall have the right to terminate this Agreement upon written notice at any time to Municipality.

4.2 Bills shall be rendered by Pool and paid by Municipality within thirty (30) days after the date the bill is rendered. If any bill is not paid in full within thirty (30) days, it shall be deemed delinquent and interest shall accrue at the rate of 1.25% per month or fraction thereof on any unpaid amount from the date the bill becomes delinquent until payment is made. This Agreement may be terminated by Pool for non-payment or late payment by Municipality.

4.3 Notwithstanding any provision to the contrary in this Agreement, Pool shall have the right to modify any of the terms and conditions of this Agreement, including but not limited to the scope of services and fees for participation, at any time, by providing written notice to Municipality. Municipality shall have thirty (30) days from the issuance of such notice to inform Pool in writing of Municipality's objection to modification of the terms and conditions. Upon receipt by Pool of Municipality's sufficient notice of objection, Pool shall cease providing services to Municipality under this Agreement and this Agreement shall automatically terminate; provided, however, that such termination shall not take effect unless and until Municipality has made complete payment for any outstanding amount due and for services provided pursuant to this Agreement prior to receipt of Municipality's notice of objection.

5. Use of Electronic Media

5.1 Copies of documents that may be relied upon by Municipality are limited to the printed copies, also known as hard copies, which are signed by Pool. Files in electronic media format of text, data, graphics, or of other types that are furnished by Pool to Municipality are only for the convenience of Municipality. Any conclusion or information obtained or derived from such electronic files will be used at Municipality's sole risk.

5.2 When transferring documents in electronic media format, Pool makes no representations as to compatibility, usability, or readability of documents resulting from such transfer or from the use of software application packages, operating systems, or computer hardware differing from those used by Pool at the beginning of services rendered.

5.3 If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

5.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Party receiving electronic files agrees that it will perform acceptance tests or procedures within thirty (30) days, after which the receiving Party shall be deemed to have accepted the data thus transferred. Any errors reported by receiving Party to delivering Party within the thirty (30)-day acceptance period will be corrected by the delivering Party within sixty (60) days of such notification. Pool shall not be responsible to maintain documents stored in electronic media format after acceptance by Municipality.

6. General

6.1 Neither Party shall have the right to assign this Agreement without the consent, in writing, of the other Party.

6.2 This Agreement shall be governed by the laws of the State of Nebraska.

6.3 This Agreement embodies all of the terms binding between the parties hereto and replaces all provisions, representations or proposals not embodied herein .

6.4 Any waiver in regard to the performance of this Agreement shall operate only if in writing.

6.5 In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.

6.6 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Pool and Municipality.

6.7 Neither Party shall be liable to the other for any delay in the performance of its duties hereunder or for any loss or damage arising from uncontrollable forces including but not limited to fire, theft, storm, war, terrorism, power outage, regulatory action or any other force majeure that could not have been reasonably avoided by exercise of due diligence by the Parties. In the event of such a force majeure, the affected Party shall notify the other Party of the circumstances surrounding the force majeure and provide an estimate of delay time caused thereby. The affected Party shall use due diligence to remove such force majeure as soon as is reasonably practicable.

IN WITNESS WHEREOF, Pool and Municipality have caused this Agreement for Net Metering Services to be duly executed by their authorized officers as of the date first above written.

NEBRASKA MUNICIPAL POWER POOL

By: Robert L. Poehling
Digitally signed by Robert L. Poehling
Date: 2022.02.15 16:21:48 -0500

Printed Name: Robert L. Poehling

Title: Executive Director/CEO

CITY OF DAVID CITY, NEBRASKA

By: Alan Zavadny

Printed Name: Alan Zavadny

Title: Mayor

NEBRASKA MUNICIPAL POWER POOL
 AGREEMENT FOR NET METERING SERVICES

EXHIBIT A-1
 REQUEST FOR SERVICE

Pursuant to the terms and conditions of the Agreement for Net Metering Services dated February 9th, 2022 between the Nebraska Municipal Power Pool, hereinafter called "Pool", and the City of David City, Nebraska, hereinafter called "Municipality", Municipality requests and Pool agrees to perform the services as indicated below:

Mark if Applicable	Service	Fee
X	Provide Generic Policies, Guidelines and Procedures: Pool will provide to Municipality one copy of a Policies, Guidelines and Procedures document including the following material: Current Net Metering laws for the relevant state, a sample ordinance for the Municipality's consideration for adoption of the Policies, Guidelines and Procedures document, a sample form of interconnection agreement, and a sample form of customer application for interconnection and billing for a qualifying customer-owned generator.	\$250.00 one-time fee
	Review and analyze customer generation application for interconnection: Pool will review applications from a Municipality's customers to interconnect a generator and will advise in writing as to the qualification, type of contract (Standard or Custom) to apply, and options available for metering and disconnect switch locations, types of billing services requested and purchase rate for excess energy delivered. This level of service is not to exceed seven (7) hours of Pool staff time.	\$1,000.00 per application
	Design the Avoided-Cost rate for payment for energy delivered to the utility: Pool will calculate an avoided-cost rate based on a current or future test year's power costs and project the rate elements for the following 5 years (and other rates as required by law) for a standard small qualifying facility for the Municipality to compensate the customer-generator for net excess generation during the billing period. Pool will prepare a rate schedule or ordinance for the Municipality to consider for adoption of such rate. Such Avoided-Cost rates will need to be updated from time to time which Pool will perform upon the renewal of this Service Request at the then designated fee, subject to the execution of a revised Exhibit A. This level of service is not to exceed two (2) hours of Pool staff time.	\$250.00 one-time fee

The fees specified in this Exhibit A-1 are subject to change from time to time in accordance with Article 4 of the Agreement.

The services described in this Exhibit A-1 do not include on-site assistance. On-site assistance requested by Municipality and agreed to by Pool will be charged in accordance with Section 1.2 and 1.3 of the Agreement.

IN WITNESS WHEREOF, Pool and Municipality have caused this Exhibit A-1, Request for Service to be duly executed by their authorized officers.

NEBRASKA MUNICIPAL POWER POOL

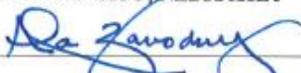
By: Robert L. Poehling
Digitally signed by Robert L. Poehling
 Date: 2022.02.15 16:23:39 -0500

Printed Name: Robert L. Poehling

Title: Executive Director/CEO

Date: _____

CITY OF DAVID CITY, NEBRASKA

By: 

Printed Name: Alan Zavadny

Title: Mayor

Date: 2-9-2022

Mayor Zavodny stated that the next item on the agenda is consideration of appointing an Interim City Administrator and/or a Special Projects Coordinator.

Mayor Zavodny said, "We can have a discussion, but I'm not prepared to present you with anything on how to move forward."

Council member Kevin Woita, "I'll lead off. We have one candidate and one candidate only and that is Skip. He was on board with a lot of these projects, and he was involved at the beginning of them, and I think that he could continue on, and I think he would be a good asset as far as he will stand his ground and not take 'no' for an answer and help us through a lot of the decisions that have to be made. If we had an administrator that comes on board at least we have somebody that can answer a lot of questions."

Council member Tom Kobus said, "As much stuff as we've got going on, I think that even if we had an administrator, we would still need him. To my understanding, he's been working on some of this stuff for the last two weeks and getting it done. I don't know what the big deal of waiting is."

Mayor Zavodny said, "Since we are having the discussion, Skip, would come up and see if that is something that you would even entertain?"

Dana Trowbridge introduced himself and said, "I was working before as the Special Projects Coordinator, and we had some relationships with the past City Administrator that didn't work out real well and I decided that it would be a good time to be gone for a while. Alan has asked if I would consider doing that again and we've got several projects that need to get done and they aren't going to get done if somebody doesn't pick up the pieces and run with them. I get things done. So, I would be interested in doing that."

Mayor Zavodny said, "We had been talking a little bit about trying to sit down and get a time and it's been hard to do. We were working on that and some of this stuff gets really complicated and it takes a lot of time and someone who will stay on it and things can change and you know this very well, sometimes hour to hour. We've found that out over the last couple days, as well."

Council member Tom Kobus said, "Pat and I are willing to help."

Council member Pat Meysenburg said, "I've been talking to Skip for the last month about this, that we need him back on board."

Mayor Zavodny said, "Okay. So, let's talk about structure, because we have on here interim city administrator or go back to the special projects' coordinator. What are you most comfortable with as far as structuring it?"

Dana Trowbridge said, "I think your need is Special Projects Coordinator at this point in time. You've got people with experience in most of the seats that they are sitting in, and they are getting the job done. Sometimes they need somebody to ask a question to and I don't know that

it needs to be an administrator as such versus just another person that could probably answer a question or help them out. I'm not looking for a title."

Mayor Zavodny said, "I think that part of what people don't really understand is the amount of legwork that is involved in some of this stuff. Skip has demonstrated that he is willing to do that. He's also demonstrated that he can certainly handle the intense amount of work that it takes to get to move the needle for some of these things and that is not an easy thing."

Dana Trowbridge said, "We've got to keep on task with what the State is bringing out and they don't always bring it out early. As you know from your time in the legislature the last several months, in 2022 and 2023 there is going to be an exorbitant amount of money thrown into Rural Workforce Housing to the tune of about seventy-five million dollars. The last two years it has been ten million per year. Last year they had trouble giving the ten million away."

Mayor Zavodny said, "We have ARPA to consider. On the workforce housing, this is a short session but they have talked about, and I think we were pretty much on top of this, a bump in the \$285,000 to at least \$325,000 because right after we had our conversation here there was a big article in the Columbus paper that it's hard to make it work at \$285,000 because you have the lot cost and the house."

Dana Trowbridge said, "Statute is very clear on how we accelerate the base of workforce. It's a Department of Labor price consideration. Last year that rose nine-point seven percent, so according to Statute, the Department of Economic Development should increase from \$275,000, if that's where the limit was, by nine-point seven percent and the \$200,000 for the multi-door per unit to about \$220,000 and about \$310,000 on the housing is what I'm guessing. That doesn't take Legislature, that takes Department of Economic Development to do that. So, it's coming up. It will get to a point where it's doable with some controls on what people do for building."

Mayor Zavodny said, "The other thing that you may or may not be aware of is, we're not reinventing the wheel here either, we're working with some people that have done this before and tapping into their expertise and so part of what I see you doing at least, is bringing the right people to the table together to get things accomplished."

Dana Trowbridge said, "Having a network of contacts, where to go for an answer, being comfortable that that contact will give you the right answer and I think I've got a pretty good network put together at this point in time. The other thing that is semi-connected is the 501C3. We got our EIN assigned by the IRS today and by the end of today she will be done with all of the paperwork for the tax-free exemption. I think we will get that done in the next ten days because that's what we have to be ready for workforce housing."

Mayor Zavodny said, "That's actually pretty exciting news because everybody that I've talked to today in trying to work with governmental agencies and the EIN is a big deal. You've got to have that with almost everything that you do. Trying to get stuff through social security and other government offices right now is challenging and that's not doing it justice."

Dana Trowbridge said, "David Levy's group is a good group to work with. Questions?"

Council member Kevin Woita said, "The only comment that I have is, I know it's on the agenda and Tom was going to address it is between interim administrator and special projects

coordinator, you are leaning more toward special projects coordinator? I agree with you because if you start getting into the city administrating thing, you're going to have to deal with employees and as much effort as this is going to take, I don't think that you can deal with anything else that is going on in the City."

Dana Trowbridge said, "I think this takes us further, faster than anything else, as a community."

Mayor Zavodny said, "So, I would entertain a motion to appoint Skip as Special Projects Coordinator. Can we go with the same salary?"

Dana Trowbridge said, "A lot of things have changed in the world since we last did this. You guys have moved the mark up considerably. We'll get to something that works or do you want a number for your records?"

Mayor Zavodny said, "Probably a good idea."

Dana Trowbridge said, "The last time that I started this process I thought it was worth \$30 an hour, which is \$60,000 per year if I work full-time. It's been a long time since I worked for less than \$60,000 a year. But, \$30.00 is what I had in mind and Alan talked me down to \$20.00 last time and I said I'd do it and I did it. Like I said, a lot has changed since then. We're looking at buying land that is worth twice what it was paid for. I think \$30 is a fair number. You'll get your money's worth, and David City will make some money before we're done with this project."

Council member Tom Kobus made a motion to appoint as Special Projects Coordinator for \$30.00 per hour. 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 agenda item was consideration of Bob Wright's claim for reimbursement for wastewater damage in his basement.

Mayor Zavodny stated that this has been resolved but since it was tabled at the last meeting that it had to go back on the agenda.

Council member Tom Kobus made a motion to appointed Pat Meysenburg as the representative to the Butler County Development Board. 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

Mayor Zavodny stated that the next agenda item was consideration of installing 800' of water and sewer main to accommodate industrial expansion.

Mayor Zavodny said, "What I'd like to do is to authorize it, but we're not going to do it until we need it because as I will explain in some of our legal things going on, I can't promise you anything. I will say this after having conversations with Aaron before you introduce yourself,

extending this is something that we need to do because we're annexed and it's not going to be an issue of a need so that is why we limited it to the 800' before we go into a much bigger expansion."

Water Supervisor Aaron Gustin introduced himself and said, "Just to elaborate a little further on what Alan was saying, this is just the beginning piece of a very big puzzle. I wanted to inform the Council that Craig Reinsch with Olsson is putting together multiple different scenario maps for what is coming down the pike on the northern expansion. So, he will be able to be here at the next Council meeting to bring to the Council what different types of options and scenarios may look like. He did bring up the implementation of a hydraulic model which was presented years ago but this level of expansion was not anticipated to be coming down this soon. It would probably come in handy now because we are going to need to determine demands in certain areas to make sure that we can fulfill that need for fire suppression systems and that type of thing. He'll be here at the next meeting to give the Council an answer to any of your questions in regard to that. This was just so that when the time comes that we can put a bucket in the ground that we would have the pipe to be ready to start so it's more of a supply – demand issue. If we were to wait too long it might be three to four months before we could have it on the lot. That's the only thing that I wanted to add for tonight."

Mayor Zavodny said, "So, what I'm asking you to do is to approve is to be ready to expand 800' of water and sewer to accommodate our industrial expansion."

Council member Bruce Meysenburg made a motion to approve installing 800' of water and sewer main to accommodate industrial expansion. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Nay, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 4, Nay: 1, Absent: 1

Mayor Zavodny stated that the next item on the agenda was consideration of purchasing two used pickups from Car Match, LLC.

Water Supervisor Aaron Gustin said, "After the last Council meeting, we were looking for a pickup locally from an individual, but I don't think that it is going to work out for him to work out a deal with the City anymore given his particular situation on that pickup. So, I tasked three of my individuals who know the mechanical workings of pickups very well to start looking. There are some miles on these pickups but given the State bid situation that anything new is spoken for until 2023. At least, that was the last word that we had gotten from Andersen Ford since they are the company that has the State bid. One of those in front of you tonight already has a rack on it which we can modify for pipe and things like that. The other one fits the need of the four-door pickup which could be utilized by other departments, say the electrical department if they were to go to a training. It would fit that need until they could get one. Pat discussed budgeting for one in the next budget year. This is what my three team members that I delegated to look into it wanted me to bring to you and it's up to the Council. I'm not going to push one way or the other."

Mayor Zavodny said, "A couple things, why we are even considering this. One is we need to absolutely minimize if not eliminate people using their personal vehicles for our work because of liability issues on their end and ours as well. That's one consideration. Pat had raised in a conversation that we had that another consideration is having a car, especially if you're going way

to Kearney and stuff. They get better mileage. Now, the tradeoff is that a pickup has more versatility as far as usage, so you have to weigh those kinds of things.”

Water Supervisor Aaron Gustin said, “One thing that I would like to add to that, and you had brought this up in the discussion with Jessica the last meeting that some of the vehicles are in not the best shape, I think the term was ‘we run them until the wheels fall off’.”

Council member Jessica Miller said, “I had asked because you said you were using it to run to the City Office and some people thought that was a dumb question. But in retrospect, looking at this from a field work point of view, I think you need a pickup truck, but I also think that the City Office also needs a Suburban or a Mini Van and then the City employees can use that for training.”

Mayor Zavodny said, “Okay. I have one thing that I just have to get off my chest. The timing of when we are doing this maybe couldn’t be much worse because everything is at a premium. Used cars are bringing outrageous prices. If you can find a new one, it’s way over the manufacturers suggested retail price. I’m not saying that we don’t have a need and we certainly have identified an immediate need, but I do not love the timing of this.”

Water Supervisor Aaron Gustin said, “If we get permission for this, they are going up to pursue that and if they see anything mechanically wrong, they will just inform the mayor.”

Council member Kevin Woita said, “I’m going to agree with the mayor. Even if we were in dire need I think that we would still shop around a little bit more. I think if we could possibly make it work in the department in the meantime until we can make a decision on getting vehicles, can you work without using your own vehicles? Put two guys in a pickup if you have to.”

Water Supervisor Aaron Gustin said, “We do and if I need to, I can call for a ride.”

Council member Kevin Woita said, “Because I agree with the mayor as far as the price on these for a 100,000-mile vehicle, it’s just wow.”

Mayor Zavodny said, “It makes you sick. We are a couple months away from starting our budget and maybe the crazy market will start to resolve itself. It’s everything from accessibility of chips in all of these vehicles and demand. Scarcity of product drives the demand way up and that is what we are experiencing.”

Water Supervisor Aaron Gustin said, “We may see a bigger availability in state bid vehicles on the next budget cycle and we will work around and respect the Council’s determination on how we utilize personal vehicles and like I said I will just call for a ride or if John over at the power plant is not using his pickup for anything at that time, I could borrow his. I don’t want to walk into the office for five minutes and then it turns into an hour sometimes which happens occasionally.”

Council member Tom Kobus said, “I think Gary needs a pickup. He’s using his own vehicle right now. That shouldn’t be either.”

Mayor Zavodny said, “I had that same thought. Another thing to put in the budget as we go through the budget process.”

Council member Kevin Woita said, "That doesn't have to be a full-sized pickup. It could be very economical."

Mayor Zavodny said, "Our decision tonight is to make this part of the next budget process and we're that much further down the road and more vehicles hit the market. Our timing is not that critical that we have to pay a premium for vehicles right now."

Council member Kevin Woita made a motion to approve waiting to purchase two used pickups from Car Match, LLC. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

Mayor Zavodny stated that the next item on the agenda was consideration of approving Certificate of Payment #1 for M.E. Collings Contracting Co. in the amount of \$9,257.16 for the N-15 and "S" Street turn lane improvements.

Mayor Zavodny said, "While we are on this subject, what is the status of the sign"

Electric Supervisor Pat Hoeft said, "The pole is scheduled to be put in place as soon as the turning lane is going when they do the street lighting along the highway. That's all going to be part of the same circuit. That's all I know is that I have the pole and the arm."

Dana Trowbridge said, "Do you know where the pole goes, though?"

Electric Supervisor Pat Hoeft said, "No."

Dana Trowbridge said, "Okay. We'll find out."

Mayor Zavodny said, "Do you have some type of window?"

Electric Supervisor Pat Hoeft said, "It's a subcontractor who is under M.E. Collins who is installing it and we are paying for the installation. Once they start the turn lane."

Mayor Zavodny said, "That was my fault because I had asked Tami earlier what the status was on the sign and the pole."

Electric Supervisor Pat Hoeft said, "I was actually going to call him because I was going to do some boring to put the streetlight back on the corner of 4th and "O" and this all coincides with the turn lane, street lighting and some other boring to finish the Matt Thomas addition at Dana Point to finish burying that street lighting."

Mayor Zavodny said, "Do you feel confident that we are going to have this handled this spring?"

Electric Supervisor Pat Hoeft said, "Yes. As soon as the turn lane comes and he's here he'll have to work with the contractor. Aaron Watts will be the subcontractor who will do the lighting."

Mayor Zavodny said, "This got put off from last fall because the State held us up and the construction window closed."

Council member Pat Meysenburg said, "What's the timeline on starting this?"

Council member Kevin Woita said, "I talked to Schommer from Collins a couple of weeks ago and he was hoping by March to get started."

Council member Pat Meysenburg made a motion to Approve Certificate of Payment #1 for M.E. Collins Contracting Co. in the amount of \$9,257.16 for the N-15 and "S" Street turn lane improvements. Council Member Tom Kobus seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

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CERTIFICATE OF PAYMENT: 1

Date of Issuance: February 8, 2022



Project: N-15 and "S" Street Turn Lane Improvements, David City, Nebraska - 2021

Project No.: 020-2875

Contractor: M.E. Collins Contracting Co., Inc., P O Box 83, Wahoo, NE 68066

DETAILED ESTIMATE		
Description	Unit Price	Extension
See Attached.		
PLEASE REMIT PAYMENT TO: M.E. Collins Contracting Co., Inc., P O Box 83, Wahoo, NE 68066		

Value of Work Completed This Request: \$0.00

Original Contract Cost: \$166,400.00

Approved Change Orders:

No. 1	<u>\$0.00</u>
No. 2	<u>\$0.00</u>
No. 3	<u>\$0.00</u>

Total Contract Cost: \$166,400.00

Value of completed work and materials stored to date	<u>\$10,285.73</u>
Less retainage percentage 10%	<u>\$1,028.57</u>
Net amount due including this estimate	<u>\$9,257.16</u>

Less: Estimates previously approved:

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

Total Previous Estimates: \$0.00

NET AMOUNT DUE THIS ESTIMATE: \$9,257.16

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: City of David City, Nebraska - Owner
 M.E. Collins Contracting Co., Inc., P O Box 83, Wahoo, NE 68066
 Project File

OLSSON

By: 



Pay App. 1
 Project: N-16 and 49th Street Turn Lane Improvements, David City, Nebraska - 2021
 Project #: 020-2875
 Contractor: M.E. Collins Contracting Co., Inc., P O Box 83, Wahoo, NE 68086
 Date: 2/8/2022

ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN CR-1)	TOTAL QUANTITY TO DATE (G+H)	TOTAL COMPLETED AND STORED TO DATE (H+I)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE
						Qty from previous pay appl.	Total From previous pay appl.	Qty this Period	Total from this Period						
Base Bid															
1	Earthwork	L.S.	1	\$40,000.00	\$40,000.00	0.00	\$0.00	0.00	\$0.00	\$10,285.73	0.00	\$10,285.73	25%	\$29,714.27	\$1,028.57
2	Erosion Control	L.S.	1	\$4,520.00	\$4,520.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0%	\$4,520.00	\$0.00
3	6" Concrete Driveway/Pavement	S.Y.	167	\$68.00	\$11,356.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0%	\$11,356.00	\$0.00
4	6" Doweled Concrete Pavement	S.Y.	750	\$75.00	\$57,000.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0%	\$57,000.00	\$0.00
5	Subgrade Prep	S.Y.	750	\$7.40	\$5,550.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0%	\$5,550.00	\$0.00
6	24" RCP	L.F.	45	\$85.00	\$3,825.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0%	\$3,825.00	\$0.00
7	Area Inlet	EA.	1	\$6,710.00	\$6,710.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0%	\$6,710.00	\$0.00
8	Storm Sewer Manhole	EA.	2	\$5,170.00	\$12,340.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0%	\$12,340.00	\$0.00
9	Barrier Gate Arm	EA.	1	\$5,000.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0%	\$5,000.00	\$0.00
10	5" White Pavement Marking	L.F.	587	\$3.00	\$1,761.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0%	\$1,761.00	\$0.00
11	White Preformed Plastic Arrow	EA.	1	\$673.00	\$673.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0%	\$673.00	\$0.00
12	Remove Pavement	S.Y.	471	\$16.00	\$7,536.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0%	\$7,536.00	\$0.00
13	Remove Area Inlet	EA.	1	\$345.00	\$345.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0%	\$345.00	\$0.00
14	Remove Curb	L.F.	68	\$17.00	\$1,156.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0%	\$1,156.00	\$0.00
15	Remove and Reset Mailbox	EA.	1	\$300.00	\$300.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0%	\$300.00	\$0.00
16	Traffic Control	L.S.	1	\$6,728.00	\$6,728.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0%	\$6,728.00	\$0.00
					\$186,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,285.73	\$10,285.73	8%	\$168,114.27	\$1,028.57	
Change Order															
					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00	
Contract Total					\$186,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,285.73	\$10,285.73	8%	\$168,114.27	\$1,028.57	

Original Contract	\$166,400.00
+ CO	\$0.00
+ CO	\$0.00
+ CO	\$0.00
Total Contract to Date	\$166,400.00
Total Work Completed to Date	\$0.00
Total Materials Stored to Date	\$10,285.73
Total Value completed & Stored to Date	\$10,285.73
- Retainage 10%	\$1,028.57
Net Total Due Less Retainage	\$9,257.16
- Pay AP	\$0.00
Total Previous	\$0.00
Net Amount Due This Estimate	\$9,257.16

Footnotes:



Project: N-15 & S Turn Lane
 Project #: Olsson 020-2875

Date: December 22, 2021
 To: ME Collins Contracting
 980 E 25th St
 P.O. Box 83
 Wahoo Ne, 68066

STORED MATERIAL 001

BID ITEM	STND SPEC NO.	DESCRIPTION	UOM	QTY.	TOTAL	PREV	CURRENT
INVOICE	VENDOR	ITEM PURCHASED	UNIT PRICE	UOM	QTY.	EXT PRICE	
XX	XX.XXXX	Lighting	LS	1.00	\$10,285.73		\$10,285.73
7174726-00	3E	St Light Pole - Valmont SL-BT-40-12-GV-HH-AB	LS	1.00	\$8,055.00		
7175446-00	3E	Power Foundation - AB Chance T112-0426US	LS	1.00	\$2,230.73		
TOTAL STORED TO DATE							\$10,285.73
STORED RECEIVED TO DATE							\$0.00
TOTAL STORED DUE THIS ESTIMATE							\$10,285.73





ELECTRICAL ENGINEERING & EQUIPMENT CO.
 953 73RD ST
 WINDSOR HEIGHTS, IA 50324
 (402)476-7770 FAX (402)476-7779

Remove Watermark Wondershare PDFelement

INVOICE

CUST#: 301577
 SHIP TO: WCHE LLC
 5525 NW 84TH STREET
 MALCOLM, NE 68402

INVOICE DATE	INVOICE NO.
11/17/21	7174726-00
P.O. NO.	PAGE #
1201	1

BILL TO: WCHE LLC
 1133 W HARVEST DRIVE
 LINCOLN, NE 68521

CORRESPONDENCE TO:
 Consolidated Electrical Distributor
 PO Box 850365
 Minneapolis, MN 55485-0365

INSTRUCTIONS	REFERENCE	CASH DISCOUNT:
TAX EXEMPT CERT IN HOUSE		0.00
SHIP POINT	SHIP VIA	SHIPPED
** Drop Ship **	Direct	11/17/21
		IF PAID BY:
		11/17/21

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	NET PRICE	AMOUNT (NET)
1	SL-BT-40-12-GV-HH-AB M093 VALMONT POLE ***** ***** ***** HOLD ORDER FOR RELEASE, PENDING APPROVAL OF SUBMITTAL DRAWINGS CALL A MINIMUM OF 48HRS PRIOR TO DELIVERY ***** BRENDEN 785-294-0674 AARON 402-499-7441 ***** *****	3	0	3	EACH	2685.00	8055.00
1	Lines Total		Qty Shipped Total	3	Total Invoice Total		8055.00 8055.00
					Cash Discount	0.00	If Paid By 11/17/21



ELECTRICAL ENGINEERING & EQUIPMENT CO.
 953 73RD ST
 WINDSOR HEIGHTS, IA 50324
 (402)476-7770 FAX (402)476-7779

CUST.#: 301577
 SHIP TO: WCHE LLC
 5525 NW 84TH STREET
 MALCOLM, NE 68402

BILL TO: WCHE LLC
 1133 W HARVEST DRIVE
 LINCOLN, NE 68521

Remove Watermark



Wondershare
 PDFelement

INVOICE

INVOICE DATE	INVOICE NO.
12/15/21	7175446-00
P.O. NO.	PAGE #
1202	1

CORRESPONDENCE TO:
 Consolidated Electrical Distributor
 PO Box 850365
 Minneapolis, MN 55485-0365

INSTRUCTIONS	REFERENCE	CASH DISCOUNT:
TAX EXEMPT CERT IN HOUSE		0.00
SHIP POINT	SHIP VIA	SHIPPED
** Drop Ship **	DOHRN	12/15/21
		IF PAID BY:
		12/15/21

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	NET PRICE	AMOUNT (NET)
1	T112-0426US A.B. CHANCE ***** ***** HOLD PO FOR RELEASE ***** ***** CALL A MINIMUM OF 48HRS PRIOR TO DELIVERY BRENDEN 785-294-0674 AARON 402-4999-7441 ***** ***** *	3	0	3	EACH	668.00	2004.00
1	Lines Total		Qty Shipped Total	3	Total		2004.00
					FREIGHT IN		212.89
					Taxes		13.84
					Invoice Total		2230.73
					Cash Discount	0.00	If Paid By 12/15/21

Council member Bruce Meysenburg made a motion to go into executive session concerning legal issues. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

Mayor Zavodny said, "Now, at 7:55 p.m., we are going into executive session to discuss a variety of legal issues." Mayor Zavodny, all of the Council members, City Attorney Uden, and City Clerk Comte went into executive session at 7:55 p.m.

City Attorney Joanna Uden stated that a motion and second was not needed to come out of executive session. Therefore, Mayor Zavodny declared the City Council out of executive session at 9:04 p.m.

Council member Bruce Meysenburg made a motion to approve extending an offer of \$449,470 to RFH LLC to purchase 64.21 acres for runway extension. 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 9:07 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

February 9, 2022

I, Tami Comte, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of February 9, 2022; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Tami Comte, City Clerk