

## CITY COUNCIL PROCEEDINGS

February 23, 2022

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the meeting room of the City Office at 557 N. 4<sup>th</sup> Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on February 17, 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.

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

Also present for the meeting were: Street Supervisor Chris Kroesing, Electric Supervisor Pat Hoeft, Power Plant Operator John Smaus, Water Supervisor Aaron Gustin, Water Operator Dan Sobota, Special Projects Coordinator Dana Trowbridge, Deputy Clerk Lori Matchett, Craig Reinsch and David Ziska with Olsson and Deputy Sheriff Devin Betzen.

The meeting opened with the Pledge of Allegiance.

Mayor Alan Zavodny informed the public of the "Open Meetings Act" posted on the east wall of the meeting room 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 Pat Meysenburg made a motion to approve the minutes of the February 9, 2022 City Council 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: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Tom Kobus made a motion to accept the resignation of Emmalyn Gaudio as Wastewater Supervisor. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Mayor Zavodny thanked Emmalyn Gaudio for her service to the City and for her work out at the Wastewater Plant and wished her well in her future endeavors.

Emmalyn Gaudio

February 11, 2022

To whom it may concern,

I, Emmalyn Gaudio, do hereby give official notice of resignation of my employment as Wastewater Department Head of The City of David City. My last day of employment will be February 23, 2022.

I greatly appreciate the opportunity to have served the Wastewater and Water departments.

Sincerely,

Emmalyn Gaudio

A handwritten signature in black ink that reads "Emmalyn Gaudio". The signature is written in a cursive, flowing style.

Mayor Zavodny stated that the next agenda item was discussion concerning the swimming pool pay scale.

Mayor Zavodny said, "If we want to have anybody to work at our pool this summer, we've got to do something. In the past, I'll admit, it's come up and they were seasonal workers and probably didn't reach the priority on my radar that it maybe should have. What we've found, especially in the last two years of the pandemic is an exponential increase in what people are paying just to get workers. Fast food restaurants are paying \$15 - \$20 per hour. I know people who own those franchises are going and flipping burgers at lunch time. It's a tight market with competition for employees and if you can go somewhere else and earn a couple bucks more, you're going to do it. If we don't address this, I believe that we're going to hit a little bit of a crisis."

Council member Jessica Miller asked what step most of these people were on.

City Clerk Comte said, "It varies."

Mayor Zavodny said, "It depends if a lot of them come back or not."

City Clerk Comte said, "Right. I'm in a Clerks email group and one of the other Clerks asked for the pool salary schedules for other towns and so when the towns sent them back I printed them all and compiled them and this is what I came up with. The manager and assistant manager were not too far off of what other towns pay, but the concession workers and lifeguards were pretty far off. We have to do this by Ordinance. This is just discussion."

Mayor Zavodny said, "This is so you can see what we'll have to spend. Are we on the same page that this is an investment that we need to make? You've heard me say over and

over again and usually it's during budget time that you've got to kind of swallow hard on these things and just do what needs to be done because you never ever make money with a swimming pool in Nebraska. Swimming pools don't make money. It's a quality-of-life thing. We have a very nice pool and a very nice park. We're certainly strengthening our recreation system. This is just something that we have to do."

Council member Jessica Miller said, "I was just curious where everyone sat, at what level."

City Clerk Comte said, "The manager and the Assistant Manager are at the top because they've been here a long time. We might have a couple WSI guards that might be on step two or step three, generally not over two."

Council member Jessica Miller said, "I lived at the pool when I was a kid, and it was open until ten o'clock at night. We took the family hour break and then we were right back in the water."

Mayor Zavodny said, "That's the other thing. I wasn't going to say anymore, but I will about this. My concern over the last few years is that the season has been so short. You buy a family pass and, to be honest, I've always been what you see is what you get and I'm not going to change that in my last year, but a kid poops in the pool and you're done for three days. They have to shut it down and they have to run through all the filters and everything. You take a short season and compact it more. It used to be open from Memorial Day to Labor Day. We have found that we can't get the lifeguards to stick around because they're going to college. Colleges and high schools are both starting earlier. I would like to see a little bit of an extended season. Obviously, if you don't have staff to run it, you can't do that either. It's a pretty short season that we've been offering. We will bring this back to you in the form of an Ordinance for your consideration."

CURRENT SWIMMING POOL PAY PLAN

Pool	1	2	3	4	5	6	7	8	9	10
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

	Proposed Swimming Pool Pay Scale 2022									
	1	2	3	4	5	6	7	8	9	10
Concessions/Games/Cleaning	9.00	9.15	9.30	9.45	9.60	9.75	9.90	10.05	10.20	10.35
Swimming Lesson Aid	9.00	9.15	9.30	9.45	9.60	9.75	9.90	10.05	10.20	10.35
Aerobics Instructor	11.25	11.50	11.75	12.00	12.25	12.50	12.75	13.00	13.25	13.50
Lifeguard	9.75	10.00	10.25	10.50	10.75	11.00	11.25	11.50	11.75	12.00
WSI Lifeguard	10.75	11.00	11.25	11.50	11.75	12.00	12.25	12.50	12.75	13.00
Head Lifeguard	11.75	12.00	12.25	12.50	12.75	13.00	13.25	13.50	13.75	14.00
Assistant Manager	12.75	13.05	13.35	13.65	13.95	14.25	14.55	14.85	15.15	15.45
Manager	13.25	13.55	13.85	14.15	14.45	14.75	15.05	15.35	15.65	15.95

Mayor Zavodny stated that the next agenda item was an update from Dave Ziska, Olsson on the “O” Street project and discussion concerning a street by Timpte.

Dave Ziska with Olsson introduced himself and said, “As you know our office has been working on the design for the “O” Street paving improvements. We’re nearing the conclusion of our design and hope to advertise and take bids probably the later part of next month. In general, what we’re looking at is a thirty-two-foot curb concrete street from roughly between 4<sup>th</sup> and 5<sup>th</sup> down to 12<sup>th</sup> Street. We have sidewalk included along the south side of the street for most of the length of that. You’re looking at storm sewer improvements within the roadway both on the south side of “O” Street and on the north side of “O” Street. The storm sewer on the south side of “O” Street will be a system of closed inlets. The system along the north side, unfortunately, is going to have to remain an open channel with drive culverts and some improved tubes and whatnot. The reason being that the north conveyance channel towards the west end of “O” Street, the elevations just don’t work to run pipe down that side of the road of the size that we need to carry the water that is coming down onto it.”

Mayor Zavodny said, “Don’t we have some waterlines throughout that area?”

Dave Ziska with Olsson said, “Yes, we do. For the most part we should be able to avoid those with the improvements. We have to assume a bury depth on some of the water lines, which is normally about five feet. We will have a bid item included in case we have to lower a water main or any storm sewer line or something of that nature.”

Mayor Zavodny said, “What about access to them because one thing that you learn if you’re not on this very long is that crap breaks and I don’t want to have to knock out a bunch of cement and a storm sewer to access a water line. Tell me that our design will allow for access to our water line fairly unimpeded.”

Dave Ziska with Olsson said, “It should, yes. I guess we hadn’t planned on replacing the water line.”

Mayor Zavodny said, “No, not at all. I just want to access it. Let’s not design a whole bunch of crap on top of it that we have to break up to access it if something goes wrong.”

Dave Ziska with Olsson said, “We’re going with a wider pavement section. It’s going to be a thirty-two-foot section as it is on the west side of the highway. So that would continue through. Even with the widened section, your mains along there travel on the south side of “O” Street and we’re not covering it up and then when you get to about 7<sup>th</sup> Street it jogs over to the

north side with a ten-inch main and that is also outside of the curb. So, to answer your question, no, we're not putting the pavement over the top of the water main."

Mayor Zavodny said, "So far, you've made me happy."

Dave Ziska with Olsson said, "Is there other questions or comments that you might have? I wasn't sure if you wanted to run through a detailed set of plans at this point."

Mayor Zavodny said, "In your early design phases, all of your elevations and everything you feel worked?"

Dave Ziska with Olsson said, "Yes."

Mayor Zavodny said, "They'll drain water, and it will be concrete with curb and gutter."

Dave Ziska with Olsson said, "It will perform much better. We try to size it to a ten-year storm if we can. There's a couple of locations where we just aren't able to make that. It would probably be more like a five-year storm event. With existing elevations and drain ways, that's the best we can get."

Mayor Zavodny said, "I get it. Part of the reason when we built our house that we made that ditch so much bigger and flattened it out toward our house is for the capacity of the water which was part of northwest drainage."

Dave Ziska with Olsson said, "With the street section widening a little bit, the subsequently that grading on the north side is going to come out a little bit further. With that there will be an occasion where we will have to talk about getting some easements to do that grading out just a little bit further."

Mayor Zavodny said, "How are you going to handle the one problem that we've had forever; Silver Drive was designed with no drainage. The street was the drainage. Then it flies out of there into "O" Street and does an Evel Knievel jump and goes toward the houses."

Dave Ziska with Olsson said, "There's a significant amount of water that comes out of that area. We're going to convey it down the north side of "O" Street. We'll have a drop structure there that will let that water down in."

Mayor Zavodny said, "That's the only thing that I think would work there."

Dave Ziska with Olsson said, "That's correct. It will be a manmade drop structure to keep it from scouring."

Mayor Zavodny said, "There's more volume than you would think. Even back to Sod's days, how many man hours have you spent in that ditch trying to put riprap to slow the water, so it doesn't cut clear through "O" Street."

Dave Ziska with Olsson said, "This will be concrete, so it looks a little nicer. The soils in that road are very poor for pavement support. We've talked to Chris about this a little bit and there are some options that we have. Virtually every bore hole that we took within "O" Street

showed very fat, very expansive clay soils that hang onto moisture and when they do get wet it's very unstable."

Mayor Zavodny said, "Is it like a hard pan?"

Dave Ziska with Olsson said, "It's just a thick clay and what we're going to do with that is, we had looked at trying to amend the soils that are there with additives of some kind and compared that to 'do we have a barrow site where we can just bring in some dirt and get rid of what we need to out of there' and I think we do. Chris has indicated that we may have a source that has some good dirt."

Mayor Zavodny said, "Is that a cost alternative?"

Dave Ziska with Olsson said, "It is, substantially. Doing an amended treatment on the soils that you already have there, and I would feel a lot better about just bringing in better barrow under there and it's going to be a lot cheaper anyway. I think a better product."

Mayor Zavodny said, "Tom, does that make sense to you?"

Council member Tom Kobus said, "You can't beat that clay that we've got for compaction."

Dave Ziska with Olsson said, "We looked at 'can we work with what we have out there?', and I think the answer is no."

Mayor Zavodny said, "If the foundation is screwed up, then all the work you do above it is a waste of money."

Dave Ziska with Olsson said, "All the bore holes showed the same thing. It's probably good for another purpose but I don't think that pavement with support it."

Mayor Zavodny said, "I don't think it was ever intended to become the truck route, but it turned out to be with Yanka and all that other stuff that goes down there. That makes sense to me. Do you want to talk about Timpote a little bit?"

Dave Ziska with Olsson said, "Certainly. I'll do my best. I don't know a whole lot about it. Tami brought it up to me and kind of showed me sort of what you were thinking. I think, for that particular area, depending on who is moving out there, we'd have to do some platting just to establish where things go. Is it going to be a public street or are we talking about a private road?"

Mayor Zavodny said, "Well, that's a complicated question with not an easy answer. It will not be a through street. It will dead end at Timpote, but it will be public insofar as we know that Akrs is going there, the John Deere dealer and so it's going to have to be designed for a lot of tractor trailers and combines and heavy tractors. It's not your run-of-the-mill thin pour. So, we know we're going to have to have some drainage and probably some elevations there, but we also are looking at developing some other things along there."

Dave Ziska with Olsson said, "I understood that there might be some other anchor tenants out there besides Akrs. I don't know but it looked as though it was about two thousand feet worth of road."

Mayor Zavodny said, "It's about eighteen hundred, just a guess. I asked him for one hundred and eighty feet wide. It's been difficult because everyone has been asking us if we've designed the street yet. I've explained to them that you have to own the ground first. It's putting the cart before the horse so many times. If we have to put storm sewers or something, I know Akrs is concerned about where their water is going to go. We're going to have to build up the road. We've established that, but that creates a dam, so the water isn't going to go west, for sure. I think that all of that needs to be worked together. Timppte is probably going to do some development there so when you add concrete and roof space, you don't have the absorption that you used to."

Dave Ziska with Olsson said, "You've just created more runoff."

Council member Kevin Woita said, "That whole area is also tiled. That has to be taken into consideration, too."

Dave Ziska with Olsson said, "Is there any information on that?"

Council member Kevin Woita said, "No."

Mayor Zavodny said, "The water table is pretty high."

Dave Ziska with Olsson said, "One other thing that I was going to ask about. On "O" Street, we're designing that as an eight-inch slab. I understand that there is a lot of traffic of all kinds using it."

Mayor Zavodny said, "I think that's what this Council kind of felt that we need."

Dave Ziska with Olsson said, "As far as Timppte or Akrs, we would need to do some sort of a field survey, like you said, to see just where the water is going and just exactly where do we want that?"

Mayor Zavodny said, "To say that this is an evolving situation may be way understating it. One of Akrs newest proposals was to come off of that street with a street of their own to go in front. They are trying to get highway access but we're not feeling that for them, to be honest. So, I think what they are going to want to do is a little bit of a connect onto that street that we're building and go east to get around to the front of their building."

Dave Ziska with Olsson said, "If the State would give them an access over there is a big question. They may not. If it's controlled access they may not get it."

Mayor Zavodny said, "I don't anticipate that. So, they are probably going to need something to come off of our street to get to them. Also, to get to Stara's, too."

Dave Ziska with Olsson said, "We can certainly do that. Tom is right as far as the site survey and to see what the drainage looks like and see what we can do with some of the storm runoff and where do you take it."

Mayor Zavodny said, "We'll let you know if we end up buying it. So, if we control the ground at some point then maybe we can start engaging you on the engineering at some point. Akrs, and I don't begrudge them at all, but they want everything yesterday. I don't think that Timpte is in as big of a hurry, do you?"

Special Projects Coordinator Dana Trowbridge said, "No, they are not. They did acknowledge that for construction purposes that they can learn how to drive on a rock road."

Dave Ziska with Olsson said, "That's something, too. A lot of the paving contractors even now, it's dodgy to see who could even do a project this season. Some of them that I've talked to said that they can't even come until 2023."

Mayor Zavodny said, "The other thing that I thought I'd inquire about is if we get to a point where "O" Street is ready to go it would seem to be in our best interest to, if we can get some design work, and secure ownership of the ground, a contractor might be more willing to come to do two bigger projects and might save a little bit if they don't have to bring all of the equipment twice."

Dave Ziska with Olsson said, "Absolutely. Another thing too is they are both straight runs, and they are continuous. Those are the best kind of paving job."

Mayor Zavodny said, "We'll keep you posted, and we'll take one step at a time. Are there any other questions of Dave on either of those projects? Thank you for talking to us."

Mayor Zavodny stated that the next item on the agenda was consideration of the bid received for maintenance of the Northwest Drainage.

Street Supervisor Chris Kroesing introduced himself and said, "Since the Northwest Drainage was put in in 2011 or 2012 all we've done is just mowing maintenance to it and over the years we've had a lot of silt in and erosion and we're having a lot of water backup to the siphon tubes up north and I contacted Krivanek's to get an estimate on price to dig it out. So, that's what this estimate is. The \$6,875 is for two side dumps but he said that if the City Street Department runs three or four trucks that he could knock off a side dump or two, depending on how well we can keep up with him. We just don't have the equipment to dig it out."

Mayor Zavodny said, "Ok. So, just so I understand, are you talking about primarily that stretch of "O" Street to the highway?"

Street Supervisor Chris Kroesing said, "This will go from the siphon tubes all the way down "M" Road to "H" Street. That's where we are having a lot of issues and as we find out more and more about the development to the north, I think we should look into digging out the ditch out to Aurora Coop and then back out to Sam Stara and cleaning that out, too."

Mayor Zavodny said, "We're going to have to consider that as part of our plan because...I don't know how much I can say..."

Street Supervisor Chris Kroesing said, "I just want to start with this for right now. We're having the biggest problems with the siphon tubes past the weed district and the fairgrounds."

We've got quite a bit of water backing up. There's a foot of water that sits in there all year long. There's water in it now and we haven't had any moisture in quite a while."

Mayor Zavodny said, "We know we're going to have to put a box culvert in that ditch. I'm really concerned about that ditch as part of Northwest Drainage. It's going to go along that whole road because I would say that there's a better chance than not that road is going to be paved. So, now you're talking about what to do with the ditch and how much do we put in it now and is that going to take a different design? The question has been asked and I don't have a good answer is how much will that screw up our Northwest Drainage? Obviously, we don't want to reduce volume any because it was designed for a certain amount but we're also going to have more runoff. How does that all work together?"

Council member Tom Kobus said, "You should have him do that when he does that road for Akrs to see if that will work for drainage."

Mayor Zavodny said, "I think the drainage studies are going to be some of the more complicated ones because like we talked about, you're adding a lot of runoff that wasn't there when Northwest Drainage was designed. You've got silting issues which is what happens, but I think that all of that needs to be looked at in conjunction with each other to figure it out. Let's not mess this up."

Dave Ziska with Olsson said, "If these outfits that you're talking about come in there, it's going to generate significant more runoff compared to what it is now."

Mayor Zavodny said, "I have been following the gag order for the whole time but since they are more public, with the potential of the bean crushing plant coming, we know that we're going to have to pave that. So, that will affect our turn into Timpte and Akrs. It will affect our water as we get it away and our new development across the highway. Now, you're talking about more runoff, more water faster coming toward areas that now soak in, if it ever rains again. I drove by that ditch, and I didn't realize that it was that shallow."

Council member Tom Kobus said, "Now is the time to do that, before you build the other road."

Mayor Zavodny said, "Agreed."

Council member Tom Kobus said, "Then you get everything from the new addition to drain into that in town."

Dave Ziska with Olsson said, "There's a possibility that detention might have to be built in, which doesn't mean that you are creating a pond or a swamp out there, but just a holding cell that would let the water out in a more controlled rate so that it would hold the water but over time it would empty the water."

Mayor Zavodny said, "That was a brave theory to bring forward right now because I'm sitting here thinking 'where the heck would you put that'."

Council member Tom Kobus said, "I think you can get that to run but you won't know until you survey it."

Special Projects Coordinator Dana Trowbridge said, "Alan, it's likely that the Upper Big Blue has a lot of information that he could use because they were the lead engineering firm on that project. I believe that they pushed the idea of Northwest Drainage."

Mayor Zavodny said, "I think what we'll want to do, sooner rather than later, once we have a better idea about the amount of concrete and roofing that is going to go in and get some of the principles together and figure out how to coordinate what's happening."

Dave Ziska with Olsson said, "There is a possibility that they designed that in a post developed state which would be a dream come true. I don't know if they did."

Mayor Zavodny said, "I believe that it would be extremely unlikely based on when we did that, because that was based on our first sales tax thing in 2010. No one could have envisioned the types of things that we are talking about today. No one could have. You would have thought that it was going to be a farm for the next fifty to one hundred years and it's not. I just feel that it would be unlikely."

Council member Tom Kobus said, "Is it possible to take that water north into your ditch, and get rid of some of it that way?"

Mayor Zavodny said, "When Northwest Drainage was done, I gave ten feet of ground and said 'Make it work because you're going to need it. Just don't go narrow after me so that water is backing up'. Ten feet didn't mean anything to me. It's better for me as far as the crops and stuff. We can certainly look at that if we need to. That's at least another option."

Council member Jessica Miller said, "So, on this bid, Chris are you looking at using just one side dump, then?"

Street Supervisor Chris Kroesing said, "Hopefully, as long as we don't have anything pressing going on and we're able to run four trucks."

Mayor Zavodny said, "Can you give me any idea of how long he thought that would take?"

Street Supervisor Chris Kroesing said, "He didn't."

Mayor Zavodny said, "Ok. Just curious."

Council member Tom Kobus said, "That can't take too long. You're not taking that much out."

Council member Bruce Meysenburg made a motion to approve the bid received for maintenance of the Northwest Drainage. Council Member Jessica Miller seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Krivanek Construction  
 209 ash  
 Abie, NE 68001  
 (402)543-2369  
 vkrivanek@live.com

**Estimate**

ADDRESS  
 City of David City



ESTIMATE # 1070  
 DATE 01/25/2022

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
<b>Services</b> Clean out 5600 feet of ditch. Clean silt to existing ground. about 1 foot Ditch will be graded with a laser on excavator with smooth bucket to match existing structures. (box culverts and culverts) Soil will be loaded on trucks and hauled to city tree pile area.	5,600	2.00	11,200.00
<b>Side dump</b>	55	125.00	6,875.00
<b>Side dump</b> If the city wanted to run their trucks, we could deduct the cost of the sidedumps. We could also just run one sidedump. Our requirement would be the excavator stay busy with trucks underneath it. xxx	55	125.00	6,875.00
<b>TOTAL</b>			<b>\$24,950.00</b>

Accepted By

Accepted Date

Mayor Zavodny stated that the next item on the agenda was consideration of appointing John Smaus as the Power Plant Supervisor.

Mayor Zavodny said, "I'm the one that has drug my feet on this longer than anybody, so I guess I'll start by saying that we certainly had some times of uncertainty with if our motors were going to keep running and if everything would work out, if we could produce the power and have someone run it so we could continue to get the payments from NPPD. I think that we've established that we really haven't had any issues with it, would you say? I'm going to go back to even the time that you did it and NPPD said, 'Show us that you can run, and we were able to do it', for the most part."

Electric Supervisor Pat Hoelt introduced himself and said, "We can put out their required eight-point eight megahertz and usually we put out more just to cover."

Mayor Zavodny said, "So, when Pat first brought this to me a couple of months ago – Pat's gotten really smart over the years because he tells me something and then gives me time to think about it and then eventually, I'll think it was my idea and then it's great. This is probably the right time to do this. He's done a great job and he's demonstrated that he's capable and we're generating income through that."

Electric Supervisor Pat Hoeft said, "John is here. I didn't know if the Council members knew who he was."

Council member Tom Kobus made a motion to appoint John Smaus as the Power Plant Supervisor. Council Member Pat Meysenburg seconded the motion. The motion carried.  
Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Mayor Zavodny stated that the next item on the agenda was an update from Craig Reinsch with Olsson regarding the northwest water and sanitary sewer expansion.

Craig Reinsch with Olsson introduced himself and said, "I've been talking with Aaron a few times the last few weeks trying to get our arms around the same project that we've been discussing in the northwest part of town and so he and I talked initially about the water main more so than the sewer main and so I put together a figure based on my understanding that I wanted to share with you. It's by no means close to done, it's more how close are we to starting. Again, from some of the initial discussions, if we're going to clean out the ditch, maybe the ditch is a good place to put the water main and then you are already digging the ditch out as a place where you can do that and then you can capitalize on work that's done in the same area at the same time. What my question is for the Council as I hand this out is, if the wish of the Council is for us to provide the design to do so, trying to figure out what kind of scope to follow and how far to go and how much to include? You mentioned a road and you mentioned drainage. When is the right time to consider all of these things that are really going to be occurring at about the same location? So, what this figure shows is you have the existing water main on "O" Street. There's already a twelve-inch main at the water tower and so one of our challenges is that we don't exactly know what all of the water needs are for the whole area. We're starting to get an idea, but we don't know exactly what they are. So, we kind of started with extending what you already have which is a twelve-inch. If I proceed in a clockwise manner, we would tie on to the existing twelve-inch main at "O" Street and Third and you would be crossing a railroad twice if you follow the county roads. One option if you wanted to stay on the north side of the railroad track that would minimize your crossing, but you would need an easement. You're really only saving around two thousand feet plus if you ever wanted to develop on the corner of 36 Road and M Road, then you would still have to come in and put those mains in at a later time. So, if you're doing it to save the railroad crossing, you're probably better off just to do it while you're doing that work in the area. I haven't picked a side of the road. I kind of tried to draw these down the center of the road. The approach that we took with the airport water main that was done six or seven years ago was we stayed in the right-of-way and tried to go opposite of the power poles, so we weren't fighting those. So, that was kind of the same approach here. My understanding from AGP is that they are looking at those two sections and so running that twelve-inch loop would allow them for a couple different connection points and then that loop would go all the way up to 37<sup>th</sup> Road and then turn towards the highway. This was the first iteration and following Highway 15 down there is an eight-inch main that is extended to the northern most acreage that's on the southeast right now and so if you wanted to continue the twelve-inch loop you would have to keep that going to about where Family Dollar is, I believe, and then you could cross to complete the loop. Since there is already an eight-inch main there the equivalent diameter is, unfortunately, not two eight-inch lines. So, two eight-inch lines is about ninety percent of the same open area of a twelve. So, you could either run a twelve, a ten or an eight depending on what you wanted to do through that area. So, there's several different options to loop on the main road. Staying on the west side of the highway, when the eight-inch

was run through the Timpert expansion, there was a tie in on the west side and so the red lines in the middle are an attempt to complete that loop, so you have in the middle of this larger loop you have some interconnects.”

Council member Tom Kobus said, “There’s a hydrant there where you ended, isn’t there?”

Craig Reinsch with Olsson said, “Right.”

Council member Tom Kobus said, “Isn’t that an eight-inch?”

Craig Reinsch with Olsson said, “Yes.”

Council member Tom Kobus said, “Couldn’t you just take that eight-inch across to John Deere down a little further for now?”

Mayor Alan Zavodny said, “That’s what it looks like.”

Craig Reinsch with Olsson said, “So, that was the initial discussion with Akrs. We could, because there’s a sewer on the backside and an eight-inch on the north end and then we’d be going north, but then the challenge is, what’s the future of that property? Is the future a larger loop? If it is then putting an eight-inch now or extending that eight-inch now may or may not fit into that longer range plan. So, that’s the guidance that I need from the Council.”

Council member Tom Kobus said, “We know that we’ve got to come across there to the bean plant.”

Mayor Zavodny said, “Right. But here’s the other thing, maybe most of the people in this room will be dead, I don’t know. In our conversations with the bean plant people, you’re going to look to the future, they are not promising or guaranteeing anything but there could be further development based on their location. What that might look like or what that might be, we don’t know. So, it would seem to me, trying to not build a little more capacity is the wrong way to go. I’m trying to say something without saying something.”

Water Supervisor Aaron Gustin introduced himself and said, “The numbers would more than double, the prospective ones, so preliminarily they bode well. If you more than double those and then if there is more expansion to the west side of the highway and the east side of the highway and we want to serve all of that with utilities, we are going to want to make sure that we can accommodate, obviously the projected possibilities, and then whatever else may be coming into those areas.”

Mayor Zavodny said, “True. Even what we know now but adding another type of processing plant, I can say that without saying a lot, is that going to be enough to handle that kind of thing or do we have to look at something totally different, at that point?”

Water Supervisor Aaron Gustin said, “There’s a possibility, if that’s the case, that we would have to loop from the tower and potentially even add another tower.”

Mayor Zavodny said, "Because it's going to almost two sources heading to that area. It wouldn't be as big of a scale as the bean plant, necessarily, but they talked about that there could be expansion."

Water Supervisor Aaron Gustin said, "After talking with Craig it looks like if we were to loop from the tower around, we're looking at a three-mile run, but it would be a three-mile loop of twelve-inch main."

Mayor Zavodny said, "I think that makes the most sense. Help me understand. Shouldn't we be talking about doing that now, with that? Now you're not having to go under the highway and have to bore. Whenever you say, 'crossing the railroad', it's always doable but it's always expensive and it's a nightmare permitting process."

Craig Reinsch with Olsson said, "Actually, a crossing is less of a nightmare than a parallel occupation and so it takes time and there is some cost and so a highway crossing is simpler than a railroad crossing because it's a more local approach through the state, but they are similar. The casing will be similar in size. Again, I put this together to say that there's discussion about all of this. The question is how much do you want to do now or if the goal is to get the Akrs extension done now, do we do a twelve-inch now up there knowing or thinking that it's going to be part of this larger system?"

Mayor Zavodny said, "There is no question that is what we need to do. My bigger question, and we're not answering it tonight, can you run from the water tower and serve that area and put it on the loop to something?"

Craig Reinsch with Olsson said, "That's what this figure shows."

Mayor Zavodny said, "I didn't ask that question well. Is that a pretty doable plan if we can loop that even coming from the water tower? We may have to cross the highway at a later date, but now, to me it seems like if we had that ready to go and there is future expansion, then we've built in the infrastructure that we can now take further west if we have to. Does that make sense to you?"

Special Projects Coordinator Dana Trowbridge said, "My question is can we develop a master plan that begins somewhere by the water tower, goes north, takes in this housing development on the east and takes in the commercial development, goes under the highway and it's maybe a twelve the entire way and make a plan? We can figure out how to pay for it."

Mayor Zavodny said, "That's what I was trying to say."

Special Projects Coordinator Dana Trowbridge said, "We can do our plan in stages because we don't know when the money is going to flow on multiple TIF projects."

Mayor Zavodny said, "Right."

Special Projects Coordinator Dana Trowbridge said, "But, if we design it early, I think we can throw it all into one TIF project, being the west one."

Mayor Zavodny said, "Did you follow what he said?"

Craig Reinsch with Olsson said, "I did. Agenda item number twelve actually addresses that. I'm trying to compartmentalize the agenda items."

Mayor Zavodny said, "Okay. I can respect that."

Craig Reinsch with Olsson said, "So, my question of the Council is, we know what we need to do for the Akrs part?"

Council member Tom Kobus said, "That's the first thing that we've got to do."

Craig Reinsch with Olsson said, "Would you like me to put together a scope and fee to do that portion of it for now with the eight-inch sewer on the west side and the twelve-inch extension on the east side. Aaron and I talked about going to the north part of the property just so we are covered since we haven't seen a site yet."

Mayor Zavodny said, "Yes, do that. We have to have that."

Craig Reinsch with Olsson said, "That's a dead end main that we are extending until we figure out what to do."

Council member Tom Kobus said, "We can always loop another one like you said, but we don't need to do that now."

Craig Reinsch with Olsson said, "That's the question now, what is the stair stepped approach?"

Mayor Zavodny said, "I'm trying to remember the dates that they gave. I think 2025 for AGP. Let's get Akrs water first with a bigger plan to say, 'we know that we've got these other things' and we're going to slowly start getting closer to."

Craig Reinsch with Olsson said, "The only follow-up items, if I may, we put the water main in the Department of Transportation right-of-way, so that would be extended for the water. Sewer was on an easement and so we'll need some information from Timpfe and Akrs as far as easements as they lay those things out. So, that's the help that I need. I'll be working with Aaron on that. We'll just need permission to get in and survey those areas."

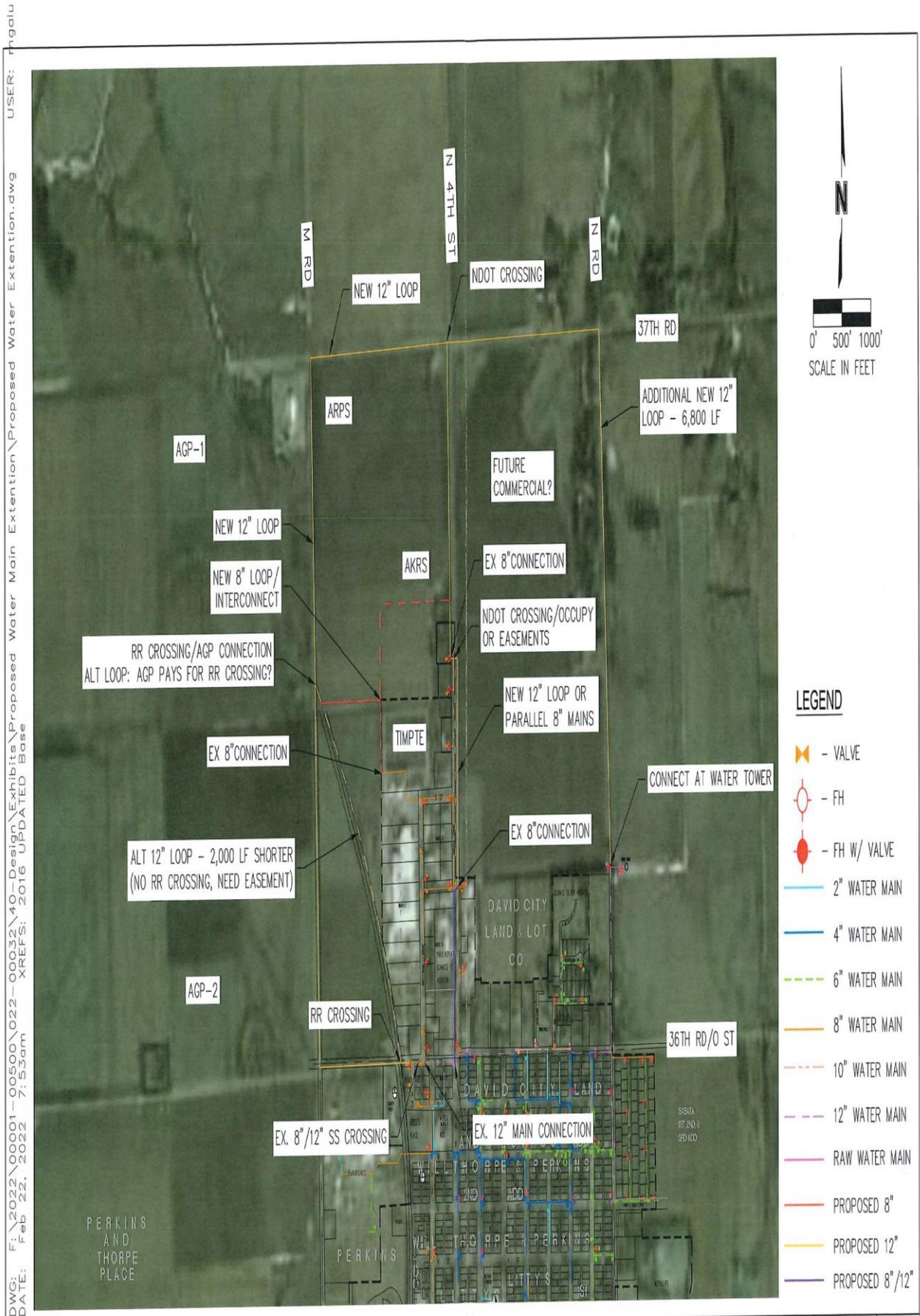
Mayor Zavodny said, "You'll probably need R.J., too. There may be something with the landowner, too."

Craig Reinsch with Olsson said, "Right. Not knowing whose land is whose makes it a little challenging to do surveys, so I'll coordinate with Aaron and then if we need to adjust, we'll figure it out."

Dave Ziska with Olsson said, "Does that relate to the survey for the road?"

Craig Reinsch with Olsson said, "It could and should, if you'd like us to."

Mayor Zavodny said, "I think that's why we were talking about making it part of a comprehensive, to consider all of the different pieces."



DWG: F:\2022\00001-00500\022-00032\40-Design\Exhibits\Proposed Water Main Extension\Proposed Water Extension.dwg  
 DATE: Feb 22, 2022 7:53am  
 USER: mgalu  
 XREFS: 2016\_UPDATED\_Base



**LEGEND**

- VALVE
- FH
- FH w/ VALVE
- 2" WATER MAIN
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- RAW WATER MAIN
- PROPOSED 8"
- PROPOSED 12"
- PROPOSED 8"/12"

Mayor Zavodny stated that the next agenda item was consideration of allowing Arps Red-E-Mix to remove the concrete in the Astro Building parking lot at 6<sup>th</sup> and Nebraska Central Railroad.

Council member Kevin Woita said, "I was approached by an employee of the City to ask if we wanted to haul away the concrete rubble that was left there at that site. I got to thinking about it and I thought if the City wants to get rid of it maybe we should put it out for bids for somebody that would be interested in taking it. Whether Krivanek wants it or if Johnson wants it, I don't know. Somebody has to haul it. If Aprs is going to haul it, we're going to take it to our rip rap pile and that's it and not bill the City for it. There's probably ten to fifteen loads."

Mayor Zavodny said, "I think you raise a good point. I think the cleanest way to dispose of any property is to go through a bid process. Maybe somebody would pay us five bucks. I think that's the cleanest."

Council member Kevin Woita said, "I don't think that the City should have to pay for the removal."

Council member Bruce Meysenburg made a motion to table allowing Arps Red-E-Mix to remove the concrete in the Astro building parking lot at 6th and Nebraska Central Railroad so the City can take bids to remove the concrete. Council Member Tom Kobus seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Mayor Zavodny stated that the next item on the agenda was consideration/discussion of hiring Olsson to complete the hydraulic model for the City's water distribution system.

Mayor Zavodny said, "After the lengthy discussion that we just had, does that change anything that you came here planning to do?"

Craig Reinsch with Olsson said, "No. I have a little history and a little explanation for you. This was originally proposed to the Council in December of 2018 with the goal of taking care of the existing water distribution system. Last time a model of this was done was 2001, give or take. So, we are beyond twenty years from that and the discussion at that time was 'let's take a look at what's inside to make sure that we're able to meet the demands but then this model is ready should future development come, then we could run different scenarios and loops and see and answer the question of is a twelve-inch big enough for what we need? So, Aaron asked that I bring this up. The scope is the same, we've just adjusted the fee to account for the difference. I've added in some calculations for the projected flows with the industry. Again, once this is set up and put together, we'll have a plan, but you'll also have a working model so as other entities come in or reveal themselves, we can get that information from them and say, 'this is what you have in this area, depending on whichever loop is built.'"

Mayor Zavodny said, "Based on what you heard so far and what we know as of today, please tell me that a twelve-inch is more than enough to do what we need to do because I start to get really nervous if we have to size something bigger. We'd have to redo everything."

Water Supervisor Aaron Gustin said, "He is unaware of the potential projected number that was given to us."

Mayor Zavodny said, "That was going to be my question."

Water Supervisor Aaron Gustin said, "I have not had the opportunity to speak with him today in regard to that specific possibility."

Craig Reinsch with Olsson said, "I have one number."

Water Supervisor Aaron Gustin said, "That is two hundred ten million gallons annually. Potentially four hundred seventy million gallons annually."

Craig Reinsch with Olsson said, "So that's more. That's exactly why this hydraulic model was proposed four years ago and why it's being brought today to help answer that question, so that you can, in a nimble way, change some pipe sizes and see what's there. The benefit of this loop, as proposed by connecting directly to the water tower, then we can go bigger. Speaking in the pipe vernacular, if a twelve isn't big enough, you can go fourteen but fourteen is kind of an odd size, so you may as well go sixteen if you need to go bigger. Again, I'm just talking about sizes, I don't know what you need yet."

Mayor Zavodny said, "I don't know the formulas and math for that but that's part of the reason I said can we do kind of a two-prong approach run from the water because two twelve-inch mains seems better. Our reliability to AGP, we're making promises that we will have uninterrupted service."

Craig Reinsch with Olsson said, "So we'll probably take a look at storage again because I didn't quite understand all of the scope, we'll have to take a look at that. We're not looking at the treatment process for either the water or sewer so that will be something different. But this will at least help answer the question of what do we need. The other challenge that we have is if we calculate some large number and we have large pipes and a large loop, that loop is only good if that water gets used. Otherwise, we have stagnant water in the line, so we'll need to consider some kind of phased approach to make sure that we are proposing is not going to be detrimental. We have some time to answer those questions. There's a schedule in there. I'm not sure how fast you want different parts of the work done. We can do an initial assessment and once the model is created to answer the question of is the twelve-inch the right size, again if we have information from the different developers. Also, as a history lesson for the airport run, we also need to know what their fire flow requirements are because when that was put in there was a very high-pressure requirement that they needed at that time. So, whatever we know now will really help us as we plan."

Mayor Zavodny said, "I don't think we know the answer to that yet because yesterday they talked about it's one or the other, what the fire suppression system would look like."

Water Supervisor Aaron Gustin said, "It was basically just a matter of which one they chose. I do know that our system is set up with the VFD that was installed in 2019 to maintain minimum if system pressure drops below sixty-five psi, a high service pump, no matter what else is going on, will kick on to maintain system pressure, to allow us in the event of an emergency to take care of something."

Mayor Zavodny said, "That would be the only other question, at this point that I would have is, do we have the ability to design redundancies should something fail as it has?"

Craig Reinsch with Olsson said, "So, storage is probably the biggest redundancy that I can think of. Again, thinking out loud, we'll have to talk about what level of redundancy we'd prefer, whether that's pumps or that's parallel piping. We can do all kinds of redundancy, but we need to be wise."

Mayor Zavodny said, "The other thing that I want to do is maybe, at some point, sit down with them about the quality of water that they get. They emphasized treatment and what it was going to have. It's just better to get them on the front end."

Craig Reinsch with Olsson said, "This is one piece of the puzzle, but it will help you and answer more than you can today."

Mayor Zavodny said, "So, what do you need from us? What is that amount?"

Craig Reinsch with Olsson said, "This is the hydraulic model. This is the data collection model development, support, analysis and report for \$26,670."

Mayor Zavodny said, "That's an amount that I can live with. I don't see a reason not to."

Council member Tom Kobus made a motion to approve hiring Olsson to complete the hydraulic model for the City's water distribution system in the amount of \$26,670. Council Member Pat Meysenburg seconded the motion. The motion carried.  
Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

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**LETTER AGREEMENT  
FOR PROFESSIONAL SERVICES**

February 17, 2022

City of David City  
Attn: Ms. Tami Comte, Clerk/Treasurer  
557 4<sup>th</sup> Street  
PO Box 191  
David City, Nebraska 68632

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
Water Distribution System Evaluation (the "Project")  
David City, Nebraska

Dear Ms. Comte:

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:

**PROJECT DESCRIPTION AND LOCATION**

Project is located at: David City, Nebraska

Project Description: This agreement includes an evaluation of the existing water distribution system, including recently designed or construction system improvements, prior to recommending improvements. The last such study was completed in September 2001. The proposed distribution system hydraulic model will better enable the city to answer questions of contractors and developers regarding existing system capabilities throughout the system.

The revised interest in this study and hydraulic model are the anticipated large water users and commercial water use expansion proposed for the north part of the City, bounded by the area from the City's existing limits to 37 Road, and between M and N Roads, or a 1 square mile area that is bisected by Highway 15.

#### **PROJECT MANAGEMENT AND COORDINATION**

➤ **General Project Management**

Project management is responsible for coordination of the various disciplines that have involvement in the project, tracking of work completion, maintenance of project schedule, and project management updates. Specific activities include coordination and meetings with the City, internal project meetings, monthly updates of project management tracking worksheets, billings, collections, and project wrap-up documentation.

➤ **Project Kick-Off and Review Meetings**

A project kickoff meeting will be conducted with all parties involved to identify needs for the project, obtain background information, establish schedule for completion, and establish channels of communication. Upon completion of the draft study, Olsson will make a formal presentation of the findings and recommendations to City staff, so the City will have an additional opportunity for review and comment. Minutes will be provided for both of these meetings.

➤ **Presentation to City Council**

At the 95% completion level, meet with the Client to review preliminary information and review the draft report. Feedback will be taken and incorporated into the final report. Attendance at one (1) council meeting is anticipated.

#### **DATA COLLECTION AND MODEL DEVELOPMENT**

- **Review Water System and Fire Flow Data** – Working in conjunction with City staff, we will review available water system information, and collect additional fire flow data to supplement the current model. We will obtain available data pertaining to the City's past and current water use and service areas. We will review and evaluate the existing water usage data and contrast it with populations to determine historical per capita consumption and project future water consumption patterns.

During collection of fire flow data, assistance will be needed from the City staff to monitor elevations in the water tank and minimize operation of the water supply pumps so that distribution system will be operating in a near static condition.

A review of available distribution system water quality will also be reviewed. Additional sampling may be required for evaluation of other distribution system parameters, if elected by the City. The cost of additional sampling and analyses will be borne by the City.

- **Future Water Demands** – Future water demands will be projected at ten, twenty, and thirty-year intervals and contrasted with the existing water supply system capacity. Consideration will be given to accommodating expected population growth. Information made available by new and proposed water users will need to be provided by the City.
- **Fire Flow Requirements** – Fire flow requirements and system vulnerability will be evaluated with regard to current and projected future water system demands.
- **Hydraulic Model** - Using hydraulic modeling software, Olsson will prepare a hydraulic model of the water supply, storage and distribution system by incorporating the City's existing water system GIS database. By utilizing this information, Olsson will create a hydraulic system model including water system and fire flow information. Information from the fire flow testing, existing City fire flow data, and the current ISO report will be utilized to calibrate the model for existing conditions. Once calibrated, the model will be used to evaluate the water distribution systems ability to meet current and future demand conditions based on projections. Demands considered will include peak, average, and fire flow conditions.

Utilizing the computer hydraulic model, Olsson will model the response of the system and identify needed improvements to the City's immediate and anticipated goals over a thirty year planning timeframe. Necessary improvements will be identified such as upgrades, dead end mains, loops and other system needs. Additional hydraulic model scenarios will be performed to evaluate the proposed improvements and developments, as decided with the City at the initial kickoff meeting.

#### **DISTRIBUTION SYSTEM EVALUATION**

- **Existing System Evaluation** - Utilizing the City's new hydraulic water system model, we will evaluate the water distribution system's ability to meet current and future demand conditions. Demands considered will include average, peak, and fire flow conditions. Main sizes in critical areas will be validated.
- **Future System Evaluation** - Based upon future population and growth projections, we will identify future water service areas with associated demands. Guidelines and recommendation for providing water service to future growth areas will be developed.

Based upon the evaluation of the existing distribution system, and other factors, future improvements to the distribution system will be identified and recommendations will be made to serve the future facilities, and connecting to the City's existing water distribution system. This will include an initial and cursory review of proposed looped water main recommendations to serve the 1 square mile area identified in the project description. This information will be used in the water main loop. It is anticipated that this work would coincide with survey for the proposed water main loop(s), and be ready when the pipe design phase is ready to begin.

➤ **Prepare Summary Report**

Prepare a water distribution system evaluation report in accordance with generally accepted criteria for water studies. At a minimum, the following items will be addressed:

- Summary of Findings and Recommendations
- Project Planning: Location, Population Trends, and Water Usage Projections
- Proposed Project Recommendations: Preliminary Project Design, Project Schedule, Permit Requirements, Total Project Cost Estimate, and Annual Operating Budget including income, annual operation and maintenance costs, debt repayments, and reserves.
- Conclusions and Recommendations.

A fact sheet, or summary, will be prepared and discussed with the community prior to their acceptance of the study. The Client will use this information to determine a capital improvement plan and prioritize repairs to their water distribution systems as well as confirm results of distribution system improvements that have recently been completed.

A total of three (3) hard copies and an electronic copy of the engineering report will be prepared and distributed, ready to submit for funding, if desired by the City.

**EXCLUSIONS**

The following will not be evaluated as a part of this report;

- Evaluation of existing water supply, water treatment processes, or water storage
- Grant or Funding Applications
- Design of recommended improvements
- The items described in the Exclusions section may be provided as additional services to the Client, if so requested.

Should Client request additional meetings or 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: March 1, 2022  
Anticipated Hydraulic Review: May 15, 2022  
Anticipated Completion Date: August 1, 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**

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Twenty-Six Thousand Six Hundred Seventy dollars (\$26,670.00). Olsson's reimbursable expenses for this project are included in the lump sum. A breakdown of the fee is provided below:

<u>Description</u>	<u>Design Fee</u>
Project Management and Coordination	\$ 5,120.00
Data Collection and Model Development	\$14,850.00
Analysis and Report	\$ 6,700.00
<b>Total Design Services</b>	<b>\$26,670.00</b>

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

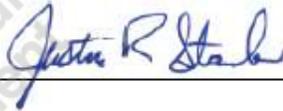
**TERMS AND CONDITIONS OF SERVICE**

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 \_\_\_\_\_.

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                      By                     

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

**CITY OF DAVID CITY, NEBRASKA**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

Attachments  
General Provisions

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated February 17, 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 Client'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 Except to the extent prohibited by law, 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. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that 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. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

## 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 subconsultants 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/Severability**

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. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.



Mayor Zavodny stated that the next item on the agenda was consideration of purchasing 7.5 acres of land from R.J. Hein in Section 18, Township 15, Range 3E for the north/south road from Timpte to County Road 37.

Mayor Zavodny thanked Dana Trowbridge for telling him where the road was going.

Mayor Zavodny said, "What I asked for was one hundred eighty feet of width, which was much more than a road is going to be, obviously, but my thought was if we have to put drainage and we need easements to run something along there, I'd rather have more room than not and it's roughly eighteen hundred feet long. We came up with seven and a half acres at \$25,000 per acre, which is one hundred eighty-seven thousand five hundred dollars and then we would own the ground."

City Attorney Joanna Uden said, "Have we had an appraisal? You have to have a certified appraisal for anything over \$100,000. That's in Section 6-114."

Mayor Zavodny said, "Thank you for keeping us out of trouble. My worry is that I think he had until early March, and I don't know how soon we can get an appraisal."

Council member Bruce Meysenburg made a motion to table purchasing 7.5 acres of land from R.J. Hein in Section 18, Township 15, Range 3E for the north/south road from Timpte to County Road 37. Council Member Tom Kobus seconded the motion. The motion carried.  
Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

City Clerk Comte was instructed to find a certified appraiser to appraise the property.

Mayor Zavodny stated that the next item on the agenda was consideration/discussion of having SENDD complete the pre-application for the Nebraska Affordable Housing Trust Fund.

Mayor Zavodny said, "This is pretty much a no-brainer."

Special Projects Coordinator Dana Trowbridge introduced himself and said, "Thanks goodness that we're members of SENDD. The Nebraska Affordable Housing Trust gets money from the National Affordable Trust annually and they redistribute it on a competitive bid basis or a competitive application basis in Nebraska. The most useful reason that we would need the money would be upgrading owner-occupied housing that really needs some help. It can't be backyards or garages or playgrounds or things like that. It needs to be a structure. It needs to be people of a certain income level, although the income level is pretty solid in Butler County at one hundred twenty percent of median income. It wouldn't exclude a lot of people. You could do heating, roofs, siding, you could do windows, you could do weatherization. It's for people who have a need. It would be up to \$40,000 per individual project. The grant maximum ask is \$600,000 per community. We would not split it with anybody. It would be David City's money. They would do all of the administration. They would do the application. All we're asking for tonight is the pre-application. Most of these have a pre-application saying that when the day comes two months down the road that we will have an application in the bin. They would do that for us and then in the next months they would put together the main application. We really have virtually nothing to do with it, other than sign some forms. The question tonight is can we do the

pre-application? My suggestion would be to ask for \$400,000. We can do a match if we want to. A ten percent match would be \$40,000. We have time between now and the application to decide what we want to do. It's a point scoring and you get more points if throw the ten percent in. Then you have \$440,000 to spread around the community and make it look better and make it more sound and make it more livable for people that are here. So, like Alan said it's pretty much a no-brainer. Then, when you get the money, they have building inspectors and they have people who help apply the funds and get it done. We've got very little to do as a City. If we don't go chase the money, I don't know why we wouldn't."

Council member Bruce Meysenburg said, "The homeowner has to want this?"

Special Projects Coordinator Dana Trowbridge said, "They have to apply. Our job would be to market it. It's no embarrassment to come and ask or to apply."

City Attorney Joanna Uden said, "Gary and I have actually talked about something like this to help with the nuisances that you don't want to prosecute because it's someone who can't afford to replace their roof or something like that. We might already know of quite a few properties like that."

Council member Kevin Woita said, "How long would we have to use the money?"

Special Projects Coordinator Dana Trowbridge said, "Two years. By the end of 2024, they would like the money to have been spent."

Council member Bruce Meysenburg said, "At the end of the two years do we start over again?"

Special Projects Coordinator Dana Trowbridge said, "I think you keep doing is as often as you can."

Council member Bruce Meysenburg said, "That makes sense. Help some people out."

Special Projects Coordinator Dana Trowbridge said, "We're doing a lot of things in this town for new building, and I'd like to see us do something for the people that are already in a building that may not be able to help themselves do what they need to do."

Council member Jessica Miller said, "Just so I'm understanding this correctly, after we are approved, then we have to come up with a committee and then do we have to come up with the staffing for this or do they do all the staffing?"

Special Projects Coordinator Dana Trowbridge said, "They do the staffing."

Council member Jessica Miller said, "So, they will take care of all of this and then our building inspector will take care of his part?"

Special Projects Coordinator Dana Trowbridge said, "Yes. We have three people for the committee. Pat Meysenburg and Tom Kobus both volunteered along with me to watch over this project to make sure that it's done right. SENDD is good to work with."

Mayor Zavodny said, "We are hopeful that the Legislature will address our bigger picture with the affordable housing so all of these things together will help."

Special Projects Coordinator Dana Trowbridge said, "I don't think that we'll see that until June of July."

Mayor Zavodny said, "It's a short session but if it's not prioritized, they are bogged down."

Council member Pat Meysenburg made a motion to approve having SENDD complete the pre-application for the Nebraska Affordable Housing Trust Fund. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

From: **Jim Warrelmann** [jwarrelmann@sendd.org](mailto:jwarrelmann@sendd.org)  
Subject: **NAHTF Information**  
Date: **Feb 16, 2022 at 1:04:54 PM**  
To: **dana\_trowbridge@yahoo.com, Ashley Larsen**  
[alarsen@sendd.org](mailto:alarsen@sendd.org)

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Hi Dana,

It was nice talking with you today about the potential housing OOR grant opportunity for David city. See attached summary of the OOR program offered through the Nebraska Affordable Housing Trust Fund. The pre-application is due by March 3rd, 2022. Please review and share with the City Council. We look forward to working with you on this program. Thanks.

[Jim Warrelmann | Housing & Construction Manager](#)  
[Southeast Nebraska Development District \(SEND D\)](#)  
[\(402\) 475-2560](tel:(402)475-2560)  
[www.sendd.org](http://www.sendd.org)



*If approved as an agenda item, the Council will decide to approve a pre-app to be completed by sendd and submitted.*

*Will need to revisit the issue to approve or deny submitting a final application, done by sendd.*

# SEND

Southeast Nebraska Development District

## Nebraska Affordable Housing Trust Fund (NAHTF) 2022 Owner Occupied Rehabilitation (OOR) General Information

The Nebraska Affordable Housing Trust Fund is a resource to help increase the supply and improve the quality of affordable housing in Nebraska. The NAHTF is a grant program that can be combined with local resources to create and maintain safe and decent housing for the area.

### What projects are eligible for NAHTF grants?

NAHTF provides funding for housing projects to stimulate development of safe, decent, and affordable housing.

SEND has recently received interest from your community in requesting information about the owner occupied rehabilitation program (OOR) offered by the Nebraska Affordable Housing Trust Fund (NAHTF). The first step in the process would be for the City to commit to the program requirements and submit a pre-application / project summary (completed by SEND as part of membership dues).

The pre-application does not commit the City to submitting a full application. The pre-applications are used by NDED to determine an interest level throughout the State. If the City decides to move forward with the full application, SEND will complete the application process as part of membership dues. If the project is awarded, the City and SEND would enter into grant administration, housing management, and lead paint testing contracts (payable through awarded grant funds) to implement the program.

A 10% match is suggested, but not required. This can come from a number of different sources including City funds and local employers / organizations.

### Timelines:

NAHTF Grantee Pre-Application:  
6:00pm on March 3, 2022

NAHTF Grantee Full Application:  
6:00pm on May 5, 2022

NAHTF Grantee Full Application Award Letters:

Due by

Due by

*If approved by Council, I will work with Jim to be sure the Pre-App goes in.*

Distributed after July 1, 2022

**Who is eligible to apply?**

Eligible applicants for NAHTF grants include governmental subdivisions, community action agencies, non-profits, and public housing authorities.

**How do I apply?**

If the project meets eligibility requirements, a completed application will be submitted to DED by the deadline. Typically, successful applicants complete their programs within 24-36 months of an award.

**Grant Amounts?**

The 2022 suggested maximum NAHTF housing project award is \$600,000 with a reasonable minimum of \$252,000.

**Grant Selection Criteria?**

Project Design, Need and Impact, Collaboration, Financing, Capacity, Affordability Period

**Maximum Rehabilitation per property?**

\$40,000

NAHTF OOR programs require an applicant (grantee) from one of the following: local government, non-profit or public housing authority. The applicant will serve as the grantee. SENDD proposes to enter into a contract for grant administration and project management services with the grantee to administer all aspects of the program. SENDD contract services are integrated into the grant application funding budget. Minimal participation and staff time is necessary by the grantee. See below for typical grantee obligations:

- Approve and sign the grant application and all necessary paperwork
- Involvement in appointing a 3-5 member housing advisory committee
- Approve projects / pay requests recommended by the housing advisory committee
- Provide documents for project reporting

**Eligible Activities**

- NAHTF funds may be used to assist existing homeowners with the repair, rehabilitation or reconstruction of owner-occupied units.
- Whenever NAHTF funds are used for rehabilitation, the work

must be performed according to the Department's Minimum Standards for Rehabilitation (located on the Department's website <http://neded.org>), and the unit must be brought up to the applicable local code.

- All of these types of repairs are eligible if they are undertaken within a more comprehensive scope of work that brings the unit up to the applicable codes and standards:
  - Weatherization programs;
  - Emergency repair programs; or
  - Handicapped accessibility programs.

**Forms of Financial Assistance**

Grantees may structure NAHTF assistance for owner-occupied rehabilitation using any of the following five forms:

- **Grants;**
  - **Deferred-payment loans;**
  - **Non-interest-bearing loans;**
  - **Interest-bearing loans; and**
  - **Interest subsidies.**
- If financing all of the cost of rehabilitation, a grant or deferred-payment loan is often necessary to provide the deep subsidy required by the very low-and low-income participants of rehabilitation programs.
- In some cases, a low-interest loan may be affordable or more appropriate. Examples of such cases include owner-occupants with sufficient income to repay a loan on a monthly basis; or when refinancing of existing debt, necessary to lower the owner-occupant's overall housing debt, is included as part of the rehabilitation loan.
- If a grantee chooses to finance only a part of the rehabilitation cost, it may structure its assistance to be used in combination with other financing. For example, the grantee and a private lender could jointly loan the funds needed for rehabilitation. This arrangement, referred to as a participation loan, results in one loan from the lender and one from the grantee, usually at a low interest rate. The size of the NAHTF loan is typically dependent upon the amount available for the conventional loan.
- Another option would be for the grantee to provide NAHTF

assistance as a grant or deferred-payment loan to "write down" the principal amount of a private loan thus making the monthly loan repayment affordable to the homeowner. This technique is often referred to as principal reduction.

- Interest subsidies, also referred to as interest reduction grants or interest rate buydowns, are similar to principal reduction grants or loans except that the NAHTF funds are used to "buy down" the interest rate to an affordable level. In this case, the NAHTF subsidy is paid directly to the lender and not provided to the homeowner

**Eligible Rehabilitation Costs**

- Meeting the rehabilitation standards.
- Meeting applicable codes, standards and ordinances.
- Essential improvements.
- Energy-related improvements.
- Accessibility for disabled persons.
- Repair or replacement of major housing systems.
- Incipient repairs and general property improvements of a non-luxury nature.
- Site improvements and utility connections.
- Lead-based paint hazard reduction.

**Eligible Property Types**

To be eligible for NAHTF assistance, a property must be:

- Occupied by an income-eligible homeowner
- The owner's principal residence.

The following property types may be included under the program:

- Traditional single-family housing that is owned fee simple (this housing may contain one to four dwelling units).
- A condominium unit.
- A manufactured home.

At the time of project completion, the manufactured housing must be connected to permanent utility hook-ups. The manufactured housing must be located on land that is owned by the manufactured housing unit owner.

**Property Standards**

Properties that are rehabilitated with NAHTF funds must meet

the following standards:

- The Department's Minimum Standards for Rehabilitation.
- Local Code Requirements, or one of the following national model codes:
  - Uniform Building Code (ICBO)
  - National Building Code (BOCA)
  - Standard Building Code (SBCCI)
  - Council of American Building Officials one-or two-family code (CABO)
  - Minimum Property Standards at 24 CFR 200.925 or 200.926 (FHA)
- Handicapped accessibility requirements, where applicable.

**Staffing – SENDD**

In staffing a rehab program, it is helpful to understand the specific skills that will be needed.

First, there is a need for a people who can work with applicants, process paperwork, manage the program, and keep the program & projects in compliance with State requirements. Someone must talk to applicants, visit their homes to complete interviews, complete inspections, and manage the rehab projects.

Second, there is a need for a person with experience and knowledge in the areas of home Construction, local codes, inspection (building, electrical and plumbing), and cost estimating. These skills are found in experienced contractors, building inspectors, and architects familiar with rehab. The quality and success of a rehab program depends on the abilities and experiences of the people implementing the program. Every effort should be made to hire qualified staff.

Lead-based paint requirements necessitate using people with the proper qualifications to do specific functions of the rehab project. SENDD currently has six certified grant administrators, four HQS and Lead paint certified inspectors, and several key staff members to implement this program to meet NDED standards.

LINCOLN OFFICE      [www.sendd.org](http://www.sendd.org) HUMBOLDT OFFICE

Council member Pat Meysenburg made a motion to approve the application by Ka-Boomer's Enterprises, Inc. to sell permissible fireworks at 1510 4th Street. Council Member Kevin Woita seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Pat Meysenburg made a motion to adjourn. Council Member Kevin Woita seconded the motion. The motion carried and Mayor Zavodny declared the meeting adjourned at 8:19 p.m.

Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

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CERTIFICATION OF MINUTES

February 23, 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 23, 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.

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Tami Comte, City Clerk