

CITY OF FALLS CITY  
BOARD OF PUBLIC WORKS

2307 BARADA STREET, FALLS CITY, NEBRASKA 68355-1546

PHONE (402) 245-2707

A G E N D A

JANUARY 19, 2023

5:30 P.M.

- 1.] ROLL CALL.
- 2.] [MINUTES](#): JANUARY 5, 2023
- 3.] AGENDA APPROVAL
- 4.] OLD BUSINESS:
  - A. LANDLORD AGREEMENT & WAIVER OF UTILITY SERVICE FORMS
  - B. WWTP REED BED REHABILITATION - BIDS
  - C.
- 5.] NEW BUSINESS:
  - A.
  - B.
  - C.

# **REGULAR MEETING OF THE FALLS CITY BOARD OF PUBLIC WORKS**

January 5, 2023  
2307 Barada Street  
Falls City, Nebraska

A regular meeting of the Board of Public Works of the City of Falls City, Nebraska, was held at the City Hall, 2307 Barada Street in said City on the 5<sup>th</sup> day of January, 2023, at 5:30 o'clock P.M. Present were: Board Members: Froeschl, Joy, Koopman, Veigel. Absent: None. Ray Luhring recorded the minutes of the meeting. Notice of the meeting was given in advance thereof by posting in three public places, a designated method for giving notice as shown by the Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to the Board Chairman and all members of the Board and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Chairman and Board of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The Chairman publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

## **MINUTES**

A motion was made by Joy and seconded by Koopman to approve the minutes for the December 15, 2022. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Joy, Koopman, Veigel. "NAY" None. "ABSENT" None. Motion carried.

## **AGENDA**

A motion was made by Koopman and seconded by Froeschl to approve the January 5, 2023 agenda as printed. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Joy, Koopman, Veigel. "NAY" None. "ABSENT" None. Motion carried.

## **UTILITY SUPERINTENDENT REPORT**

A motion was made by Joy and seconded by Koopman to approve the Utility Superintendent's report as presented. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Joy, Koopman, Veigel. "NAY" None. "ABSENT" None. Motion carried.

## **ELECTRIC DISTRIBUTION SYSTEM UPGRADE PROJECT - BIDS**

A motion was made by Koopman and seconded by Froeschl to recommend to the City Council to award Group A to IES Commercial, Inc. in the amount of \$1,053,135.96 and Group B to Watts Electric Co. in the amount of \$3,189,582.11. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Joy, Koopman, Veigel. "NAY" None. "ABSENT" None. Motion carried.

## **CLAIMS**

A motion was made by Koopman and seconded by Joy to approve the claims for December, 2022 as follows: Electric Department - \$490,536.98, Water Department - \$80,947.97; Mechanic Shop - \$9,390.01; Gas Department - \$109,514.88- Sewer - \$55,030.03. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Joy, Koopman, Veigel. "NAY" None. "ABSENT" None. Motion carried.

**MEETING ADJOURNED AT 6:20PM.**

I, the undersigned, City Clerk for the City of Falls City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chairman and Board on January 5, 2023 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 agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted 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 advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
RAY JOY, SECRETARY

\_\_\_\_\_  
MERLE VEIGEL, CHAIRMAN

[\*Back to Agenda\*](#)

***LANDLORD AGREEMENT & WAIVER OF UTILITY SERVICE FORMS***

Landlord Agreement

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Falls City, hereinafter referred to as "City", and \_\_\_\_\_, hereinafter referred to as "Property Owner."

WHEREAS, property owner is the owner of certain real property located in Falls City, Richardson County, Nebraska, being commonly described as \_\_\_\_\_ and,

WHEREAS, City provides utility service to said property; and,

WHEREAS, said property is owned as residential/commercial rental property; and,

WHEREAS, property owner desires to automatically leave all utility services at such location in their name, when the utility department has been notified that the tenant has vacated the location.

Be it agreed as follows:

1. That Property Owner will accept and pay all charges for interim service between the termination time requested by an outgoing tenant and the time of service requested by an incoming tenant.
2. That Property Owner agrees that this service is for all meters which are provided by the City at the above address for utility services supplied by the City.
3. City reserves the right to discontinue any and all services at the above address(es) when a tenant becomes delinquent on their bill or has in any way interfered with normal service. If service is terminated to the property, utility services for the property will only be reconnected upon the payment of appropriate reconnection charges.
4. City reserves the right to discontinue any or all utility services at an unoccupied address owned by property owner and/or the property owner's personal residence when a property owner becomes delinquent on their bill or has in any way interfered with normal service.
5. The City, at its option, may terminate this agreement and require the property owner to pay deposits for lease premises when utility bills are in property owner's name, if property owner becomes delinquent on any bills owed to the Falls City Utilities department at any address. In such, City shall provide 10 (ten) days written notice of termination of this agreement and the requirement of the payment of the utility deposit, if needed.
6. City and property owner may terminate this agreement without cause with 30 (thirty) days written notice to the other party.

7. If property owner or City terminates this agreement with the appropriate notice, the property owner releases the City from any and all liability for damages resulting from terminating utilities. Further, the property owner agrees to indemnify and hold harmless the City for any damages to the property of others due to the termination of utilities.
8. That so long as this agreement remains in full force and effect, a property owner residing in Falls City Utilities Service Area shall not be required to provide to the City a deposit for utilities supplied between tenants if the property owner(s) has/have not been delinquent in the payment of utilities.

CITY OF FALLS CITY

X \_\_\_\_\_  
UTILITY SUPERINTENDENT

X \_\_\_\_\_  
PROPERTY OWNER

X \_\_\_\_\_  
PROPERTY OWNER

Name of Property Owner(s) \_\_\_\_\_

\_\_\_\_\_

Address of Property Owners(s) \_\_\_\_\_

Phone Numbers of Property Owners(s) \_\_\_\_\_

\_\_\_\_\_

**Landlords need to inform the Utility Office if their phone number changes.**

WAIVER OF UTILITY SERVICES FOR RESIDENTIAL/COMMERCIAL RENTAL  
PROPERTY(IES)

This waiver is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, hereinafter referred to as "Property Owner".

WHEREAS, Property Owner is the owner of certain real property located in Falls  
City, Richardson County, Nebraska, ("City") being commonly described as  
\_\_\_\_\_ and,

WHEREAS, the City provides utility service to said property; and,

WHEREAS, said property is owned as residential/commercial rental property; and,

WHEREAS, Property Owner waives notification that the tenant has vacated the  
above property.

Be it agreed as follows:

1. That Property Owner declines to enter into the Landlord Agreement.
2. That Property Owner declines to maintain utilities at the property during  
times when the residential/commercial property is vacant..
3. That Property Owner agrees that City shall not be liable for any damage to  
the property as a result of the termination of utility service and further  
agrees to indemnify and hold harmless the City for any damages to the  
property of others due to the termination of the utilities.
4. The City will pursue avenues to collect any remaining balance due owed by  
the previous tenant.
5. Utilities will not be transferred to a new tenant until the remaining balance  
is paid in full.

CITY OF FALLS CITY

X \_\_\_\_\_  
UTILITY SUPERINTENDENT

\_\_\_\_\_  
DATE

RESIDENTIAL/COMMERCIAL PROPERTY OWNER

X \_\_\_\_\_  
PROPERTY OWNER

\_\_\_\_\_  
DATE

X \_\_\_\_\_  
PROPERTY OWNER

\_\_\_\_\_  
DATE

[Back to Agenda](#)

**WWTP REED BED REHABILITATION - BIDS**

January 10, 2023  
Kearney, Nebraska



1111 Central Ave. Kearney, NE 68847-6833  
Tel: 308-234-6456  
Fax: 308-234-1146  
www.miller-engineers.com

Ray Luhring  
City of Falls City  
2307 Barada Street  
Falls City, NE 68355

Re: Reed Bed Rehabilitation & Replacement - Falls City, Nebraska  
Project No. 495-D1-007

Dear Ray,

On January 5, 2023 at 2:00 PM, one (1) bid was received, publicly opened, and read aloud at our office. Attached is a bid tabulation sheet. The bid is summarized below

<i>Bidder</i>	<i>Total Bid</i>	<i>Anticipated Start Date</i>	<i>Anticipated Completion Date</i>
Rulo Transportation, LLC	\$315,295.68	2/01/2023	3/15/2023

The proposal has been reviewed and two minor errors in extending the unit price. The correct figure is reflected above. The Bidder identified their Anticipated Start Date and Completion Date in the bid and they are shown above.

The Engineer's Opinion of Probable Construction Cost was \$218,852.00. The low bid from Rulo Transportation LLC is 44.07% above the Engineer's Opinion of Probable Construction Cost.

Bid Items 3, 4, 7 and 8 were bid due to poor drainage observed by the Wastewater Operator. The low bidder excavated a portion of the one cell and believes only a portion of their bid items will be necessary. It is possible upon removing the reeds and sludge, a large portion of the \$181,735.68 could be saved.

It is therefore recommended the bid be accepted and the contract awarded to Rulo Transportation LLC in the amount of \$315,295.68 and authorization given to your authorized representative to execute agreements.

Respectfully submitted,  
MILLER & ASSOCIATES  
CONSULTING ENGINEERS, P.C.

Chris A. Miller, P.E.

CAM/jh  
Enclosures



Date Opened: January 5, 2023 @ 2:00 PM (Local Time)		1		Rulo Transportation LLC	
Project Name: Reed Bed Rehabilitation & Replacement					
Project Location: Falls City, Nebraska					
Project Number: 495-D1-007				Total Bid \$315,295.68	
Anticipated Start Date: [Bidder Selects]		2/1/23			
Anticipated Completion Date: [Bidder Selects]		3/15/23			
No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	L.S.	\$25,000.00	\$25,000.00
2	Remove Biosolids in NW and SE beds	2420	C.Y.	\$20.50	\$49,610.00
3	Remove Drainage Aggregate in NW and SE beds	672	C.Y.	\$21.00	\$14,112.00
4	Install Drainage Aggregate in NW and SE beds	672	C.Y.	\$114.22	\$76,755.84
5	Percolation Testing in NW and SE beds	1	L.S.	\$1,000.00	\$1,000.00
6	Remove Biosolids in NE and SW beds	2420	C.Y.	\$20.50	\$49,610.00
7	Remove Drainage Aggregate in NE and SW beds	672	C.Y.	\$21.00	\$14,112.00
8	Install Drainage Aggregate in NE and SW beds	672	C.Y.	\$114.22	\$76,755.84
9	Percolation Testing in NE and SW beds	1	L.S.	\$1,000.00	\$1,000.00
10	Temporary store (if desired) Dispose/Land and Apply Biosolids and Reeds per technical specifications, complete in place with documentation				
		4840	C.Y.	\$1.00	\$4,840.00
11	Soil and Biosolids Testing	1	L.S.	\$2,500.00	\$2,500.00
<b>Total</b>					<b>\$315,295.68</b>

***[Back to Agenda](#)***

***[Back to Agenda](#)***

***[Back to Agenda](#)***

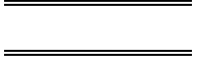
***[Back to Agenda](#)***

***[Back to Agenda](#)***

---

---

[\*Back to Agenda\*](#)



GARY JORN, CITY CLERK