

CITY COUNCIL PROCEEDINGS  
November 13, 2024

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 490 "E" Street, David City, Nebraska. The Public had been advised of the meeting by posting in four public places (City Office, US Post Office, Butler County Courthouse and Hruska Public Library). 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 Jessica Miller, Council President Bruce Meysenburg, Council members Kevin Woita, Pat Meysenburg, Tom Kobus, Keith Marvin, Jim Angell, City Administrator Intern Raiko Martinez and Interim City Administrator/City Clerk Tami Comte. City Attorney Michael Sands attended via Zoom.

Also present for the meeting were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Rick Schneider with the Jones Group, Allen Meyer with Timpfe, Ethan Joy with JEO, Electric Supervisor Pat Hoeft, Line Forman Mick Shipley, and Marlene Hein.

The meeting opened with the Pledge of Allegiance.

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

Council member Jim Angell made a motion to approve the minutes of the October 23, 2024 City Council meeting as presented. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Kevin Woita made a motion to approve Certificate of Payment #19 in the amount of \$250,949.15 to Velocity Constructors Inc. for the 2022 Water Treatment Plant Upgrades. Council Member Keith Marvin seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

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**Contractor's Application for Payment**

<b>Owner:</b> <u>City of David City</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>JEO Consulting Group, Inc.</u>	<b>Engineer's Project No.:</b> <u>202024.00</u>
<b>Contractor:</b> <u>Velocity Constructors Inc.</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>	
<b>Contract:</b> <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>	
<b>Application No.:</b> <u>19</u>	<b>Application Date:</b> <u>10/1/2024</u>
<b>Application Period:</b> <b>From</b> <u>9/1/2024</u> <b>to</b> <u>10/1/2024</u>	

1. Original Contract Price	\$ 10,562,772.00
2. Net change by Change Orders	\$ 254,291.51
3. Current Contract Price (Line 1 + Line 2)	\$ 10,817,063.51
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 8,646,439.29
5. Retainage	
a. 5% X \$ 6,705,781.26 Work Completed =	\$ 335,289.06
b. 5% X \$ 1,940,658.03 Stored Materials =	\$ 97,032.90
c. Total Retainage (Line 5.a + Line 5.b)	\$ 432,321.96
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 8,214,117.33
7. Less previous payments (Line 6 from prior application)	\$ 7,963,168.18
8. Amount due this application	\$ 250,949.15
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 2,602,946.18

**Contractor's Certification**

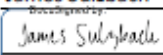
The undersigned Contractor certifies, to the best of its knowledge, the following:

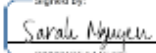
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** James Sulzbach - Project Manager Velocity Constructors

**Signature:**  **Date:** 11/6/2024

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u></u>	<b>By:</b> _____
<b>Title:</b> <u>Project Engineer</u>	<b>Title:</b> _____
<b>Date:</b> <u>11/8/2024</u>	<b>Date:</b> _____

Progress Estimate - Lump Sum Work						Contractor's Application for Payment		
Owner:		City of David City				Owner's Project No.:		
Engineer:		JEO Consulting Group, Inc.				Engineer's Project No.:		
Contractor:		Velocity Constructors Inc.				Contractor's Project No.:		
Project:		2022 Water Treatment Plant Upgrades, SRF Project No. D311686						
Contract:		2022 Water Treatment Plant Upgrades, SRF Project No. D311686						
Application No.:		19		Application Period: From 09/01/24 to 10/01/24		Application Date: 10/01/24		
A	B	C	D		F	G	H	I
			(D + E) From Previous Application (\$)	This Period (\$)				
Item No.	Description	Scheduled Value (\$)			Currently Stored (not in D or E) (\$)		% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
Original Contract								
<b>BASE BID GROUP A - General Water Plant Improvements<sup>1</sup></b>								
B-1.01	Mobilization	1,030,293.00	1,030,293.00	-	-	1,030,293.00	100%	-
B-1.02	Bonding and Insurance	66,647.00	66,647.00	-	-	66,647.00	100%	-
B-1.03	Aerator Rehabilitation and Cleaning	114,481.00	2,000.00	25,000.00	-	27,000.00	24%	87,481.00
B-1.04	Existing Pipe Cleaning & Repainting	57,573.00	1,000.00	-	-	1,000.00	2%	56,573.00
B-1.05	Electrical Improvements, Complete	1,840,041.00	845,000.00	100,000.00	200,894.59	1,145,894.59	62%	694,146.41
B-1.06	Demolition of Exterior Infrastructure	32,732.00	30,000.00	-	-	30,000.00	92%	2,732.00
B-1.07	Demolition of Interior Infrastructure	90,500.00	65,000.00	-	-	65,000.00	72%	25,500.00
B-1.08	Building Improvements (Doors/Windows)	80,036.00	38,536.00	-	40,000.00	78,536.00	98%	1,500.00
B-1.09	Building Improvements (Interior Painting)	523,405.00	181,655.00	25,000.00	-	206,655.00	39%	316,750.00
B-1.10	First Floor Roof Membrane Replacement	174,179.00	142,000.00	-	-	142,000.00	82%	32,179.00
B-1.11	Skylight Replacement	48,568.00	5,000.00	-	24,882.00	29,882.00	62%	18,686.00
B-1.12	HVAC Improvements	148,128.00	7,000.00	50,000.00	-	57,000.00	38%	91,128.00
B-1.13	Plumbing Improvements	92,021.00	47,000.00	20,000.00	-	67,000.00	73%	25,021.00
B-1.14	Lab Improvements	21,099.00	2,000.00	-	18,159.93	20,159.93	96%	939.07
B-1.15	Hardness Monitoring Equipment and Meters	77,743.00	2,000.00	-	-	2,000.00	3%	75,743.00
B-1.16	Site Paving and Grading	58,690.00	12,000.00	-	-	12,000.00	20%	46,690.00
B-1.17	Fencing and Gates	58,513.00	2,000.00	-	21,500.00	23,500.00	40%	35,013.00
B-1.18	Misc. Site Improvements	148,846.00	120,000.00	-	15,000.00	135,000.00	91%	13,846.00
B-1.19	Exterior Piping Improvements	338,959.00	133,000.00	10,000.00	192,731.59	335,731.59	99%	3,227.41
B-1.20	Seeding, Fertilizer and Mulch	6,610.00	-	-	-	-	0%	6,610.00
B-1.21	Erosion Control	5,751.00	5,751.00	-	-	5,751.00	100%	-
<b>BASE BID GROUP B - Gravity Filter System Improvements<sup>1</sup></b>								
B-1.22	New Gravity Filter Equipment, Complete (Media/Wash Troughs/ Air Blower/ Control Panel / Solenoid Panel / Instrumentation / Piping / Valves / Media Strainers)	693,132.00	188,000.00	15,000.00	474,573.81	677,573.81	98%	15,558.19
B-1.23	Gravity Filter Equipment Installation	45,979.00	43,000.00	2,000.00	-	45,000.00	98%	979.00
B-1.24	Electrical	25,200.00	16,000.00	3,750.00	5,000.00	24,750.00	98%	450.00

Progress Estimate - Lump Sum Work						Contractor's Application for Payment		
Owner:		City of David City			Owner's Project No.:			
Engineer:		JEO Consulting Group, Inc.			Engineer's Project No.:		202024.00	
Contractor:		Velocity Constructors Inc.			Contractor's Project No.:			
Project:		2022 Water Treatment Plant Upgrades, SRF Project No. D311686						
Contract:		2022 Water Treatment Plant Upgrades, SRF Project No. D311686						
Application No.:		19		Application Period: From 09/01/24 to 10/01/24		Application Date: 10/01/24		
A	B	C	D		F	G	H	I
			(D + E) From Previous Application (\$)	This Period (\$)				
Item No.	Description	Scheduled Value (\$)			Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
<b>BASE BID GROUP C - Reverse Osmosis<sup>1</sup></b>								
B-1.25	CCRO and CIP Tank Skids (Equipment Only)	2,126,760.00	1,926,468.75	-	200,291.25	2,126,760.00	100%	-
B-1.26	CCRO and CIP Tank Skids (Installation)	7,208.00	3,000.00	-	-	3,000.00	42%	4,208.00
B-1.27	Existing Maintenance Facility Demolition	27,093.00	27,093.00	-	-	27,093.00	100%	-
B-1.28	RO Room Expansion, Block Construction	245,926.00	232,026.00	-	13,900.00	245,926.00	100%	-
B-1.29	New Existing Maintenance Facility Floor Pavement	3,174.00	3,174.00	-	-	3,174.00	100%	-
B-1.30	New Existing Maintenance Facility Roof	28,709.00	28,709.00	-	-	28,709.00	100%	-
B-1.31	Overhead Doors	22,781.00	5,781.00	-	17,000.00	22,781.00	100%	-
B-1.32	Access Doors	8,791.00	8,000.00	-	-	8,000.00	91%	791.00
B-1.33	Single Girder Bridge Crane & Hoist (Equipment Only)	20,361.00	20,361.00	-	-	20,361.00	100%	-
B-1.34	Single Girder Bridge Crane & Hoist (Installation)	12,387.00	12,387.00	-	-	12,387.00	100%	-
B-1.35	Below Grade CCRO Skid Piping, Complete	57,740.00	57,740.00	-	-	57,740.00	100%	-
B-1.36	Above Grade CCRO & CIP Skid Piping, Complete	129,743.00	27,000.00	-	82,932.35	109,932.35	85%	19,810.65
B-1.37	Electrical	10,080.00	6,000.00	-	2,000.00	8,000.00	79%	2,080.00
<b>BASE BID GROUP D - Intermediate Clearwell<sup>1</sup></b>								
B-1.38	Intermediate Clearwell Structural Concrete	170,506.00	150,506.00	-	20,000.00	170,506.00	100%	-
B-1.39	Clearwell Hatches	15,613.00	15,613.00	-	-	15,613.00	100%	-
B-1.40	Vertical Turbine Pumps	113,608.00	12,000.00	-	85,940.88	97,940.88	86%	15,667.12
B-1.41	Degassifier (Equipment Only)	112,153.00	112,153.00	-	-	112,153.00	100%	-
B-1.42	Degassifier (Installation)	6,407.00	5,000.00	1,407.00	-	6,407.00	100%	-
B-1.43	Pump Building, Block Construction	116,781.00	111,781.00	-	5,000.00	116,781.00	100%	-
B-1.44	Stairs and Miscellaneous Metals	4,603.00	2,000.00	-	2,000.00	4,000.00	87%	603.00
B-1.45	Clearwell Ladders	4,749.00	1,749.00	-	3,000.00	4,749.00	100%	-
B-1.46	Fluid Applied Exterior Membrane	103,757.00	103,757.00	-	-	103,757.00	100%	-
B-1.47	Intermediate Clearwell Piping, Fittings, Valves, Meters, Complete	77,335.00	9,000.00	-	67,159.61	76,159.61	98%	1,175.39
B-1.48	Weir Plate and Weir Window	4,398.00	1,000.00	-	2,000.00	3,000.00	68%	1,398.00
B-1.49	Electrical	50,400.00	33,000.00	3,000.00	10,000.00	46,000.00	91%	4,400.00



Progress Estimate - Lump Sum Work						Contractor's Application for Payment			
Owner:		City of David City				Owner's Project No.:			
Engineer:		JEO Consulting Group, Inc.				Engineer's Project No.:		202024.00	
Contractor:		Velocity Constructors Inc.				Contractor's Project No.:			
Project:		2022 Water Treatment Plant Upgrades, SRF Project No. D311686							
Contract:		2022 Water Treatment Plant Upgrades, SRF Project No. D311686							
Application No.:	19	Application Period:	From	09/01/24	to	10/01/24	Application Date:	10/01/24	
A	B	C	D		F	G	H	I	
			(D + E) From Previous Application (\$)	This Period (\$)					
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
<b>BASE BID GROUP E - Chemical Feed System Improvements<sup>1</sup></b>									
B-1-50	Chemical Feed System Improvements	149,305.00	17,000.00	5,000.00	113,869.00	135,869.00	91%	13,436.00	
B-1-51	Gas Chlorine System Improvements	62,365.00	2,000.00	-	-	2,000.00	3%	60,365.00	
B-1-52	Electrical	15,120.00	2,000.00	4,000.00	3,000.00	9,000.00	60%	6,120.00	
<b>BASE BID GROUP F - Backwash Improvements<sup>1</sup></b>									
B-1-53	Backwash Waste Pump and Piping Improvements, Complete	161,971.00	13,000.00	-	54,553.19	67,553.19	42%	94,417.81	
B-1-54	Proposed Manhole Improvements	1,551.00	1,200.00	-	-	1,200.00	77%	351.00	
B-1-55	Backwash Pit Access Hatch	3,727.00	-	-	-	-	0%	3,727.00	
B-1-56	Backwash Supply Pump and Piping Improvements, Complete	103,300.00	2,000.00	-	69,409.93	71,409.93	69%	31,890.07	
B-1-57	Electrical/Generator	252,000.00	125,000.00	-	122,859.90	247,859.90	98%	4,140.10	
<b>Bid Alternate #1</b>									
BA1-1	Gravity Filter Effluent Valve Replacement <sup>1</sup>	220,730.00	170,730.00	-	50,000.00	220,730.00	100%	-	
<b>Bid Alternate #2</b>									
BA2-1	Demolish Existing Upflow Clarifier Unit, Complete <sup>1</sup>	113,190.00	-	-	23,000.00	23,000.00	20%	90,190.00	
<b>Original Contract Totals</b>		<b>\$ 10,343,448.00</b>	<b>\$ 6,233,110.75</b>	<b>\$ 264,157.00</b>	<b>\$ 1,940,658.03</b>	<b>\$ 8,437,925.78</b>	<b>44.74%</b>	<b>\$ 1,905,522.22</b>	
<b>Change Orders</b>									
CO-1	12" Underslab Pipe	54,560.00	54,560.00	-	-	54,560.00	100%	-	
CO-2	Misc	84,742.51	84,742.51	-	-	84,742.51	100%	-	
CO-3	Misc	114,989.00	69,211.00	-	-	69,211.00	60%	45,778.00	
<b>Change Order Totals</b>		<b>\$ 254,291.51</b>	<b>\$ 208,513.51</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 208,513.51</b>	<b>82%</b>	<b>\$ 45,778.00</b>	
<b>Original Contract and Change Orders</b>									
<b>Project Totals</b>		<b>\$ 10,597,739.51</b>	<b>\$ 6,441,624.26</b>	<b>\$ 264,157.00</b>	<b>\$ 1,940,658.03</b>	<b>\$ 8,646,439.29</b>	<b>82%</b>	<b>\$ 1,951,300.22</b>	

<sup>1</sup> Sales Tax for Materials & Equipment Included

City Council Proceedings  
 November 13, 2024  
 Page #6

Progress Estimate - Unit Price Work										Contractor's Application for Payment	
Owner: City of David City										Owner's Project No.:	
Engineer: JEO Consulting Group, Inc.										Engineer's Project No.: 202024.00	
Contractor: Velocity Constructors Inc.										Contractor's Project No.:	
Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686											
Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686											
Application No.: 19										Application Date: 10/01/24	
Application Period: From 09/01/24 to 10/01/24											
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Contract Information		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
				Unit Price (\$)	Value of Bid Item (C X E)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
Base Bid <sup>1</sup>											
B-2	Install Aggregate Surfacing	358.00	TONS	42.50	15,215.00			-		0%	15,215.00
B-3	Final Clearwell Roof Slab Rehabilitation	100.00	SF	140.30	14,030.00			-		0%	14,030.00
Bid Alternate #3											
BA3-1	Install 6" Concrete Pavement <sup>1</sup>	1,324.00	SY	143.56	190,079.00			-		0%	190,079.00
					Original Contract Totals	\$ 219,324.00		\$ -	\$ -	0%	\$ 219,324.00
Original Contract and Change Orders											
					Project Totals	\$ 219,324.00		\$ -	\$ -	0%	\$ 219,324.00

<sup>1</sup> Sales Tax for Materials & Equipment Included

Stored Materials Summary											Contractor's Application for Payment		
Owner: City of David City											Owner's Project No.:		
Engineer: RED Consulting Group, Inc.											Engineer's Project No.:		
Contractor: Velocity Constructors Inc.											Contractor's Project No.:		
Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686													
Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686													
Application No.: 19											Application Date: 10/01/24		
Application Period: From 09/01/24 to 10/01/24													
A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	G		I Amount Stored to Date (G + H) (\$)	J Amount Previously Incorporated in the Work (\$)	K		L Total Amount Incorporated in the Work (J + K) (\$)	M Materials Remaining in Storage (I - L) (\$)
						H Materials Stored	I Amount Stored this Period (\$)			Incorporated in Work	Incorporated in the Work this Period (\$)		
B-1-19	5894991		Yard Pipe	On Site	3		36,399.00	-	36,399.00	36,399.00	-	36,399.00	-
B-1-19	5898108		Yard Pipe	On Site	4		3,033.85	-	3,033.85	-	-	-	3,033.85
B-1-19	5835976		Yard Pipe	On Site	4		4,484.62	-	4,484.62	-	-	-	4,484.62
B-1-19	835125		Yard Pipe	On Site	4		6,039.99	-	6,039.99	-	-	-	6,039.99
B-1-19	896907		Yard Pipe	On Site	4		23,979.17	-	23,979.17	-	-	-	23,979.17
B-1-19	5897709		Yard Pipe	On Site	4		29,725.95	-	29,725.95	-	-	-	29,725.95
B-1-29 & 38			Rebar	On Site	4		33,900.00	-	33,900.00	33,900.00	-	33,900.00	-
B-1-19	1241554		Yard Pipe	On Site	5		370.34	-	370.34	-	-	-	370.34
B-1-19	1203897		Yard Pipe	On Site	5		520.82	-	520.82	-	-	-	520.82
B-1-19	1063762		Yard Pipe	On Site	5		1,012.90	-	1,012.90	-	-	-	1,012.90
B-1-24,37,49,52,57	Pay App 2		Electrical Fixtures	On Site	5		30,708.14	-	30,708.14	-	-	-	30,708.14
B1-56	0902556-N		Electric Pumps	On Site	6		26,934.00	-	26,934.00	-	-	-	26,934.00
B1-47	34604		Mellen Valves P/W	On Site	7		27,865.08	-	27,865.08	-	-	-	27,865.08
B1-43	26123		Misc Metals Decking	On Site	7		5,000.00	-	5,000.00	-	-	-	5,000.00
B-1-57	13 Invoices		Electrical	On Site	7		112,151.76	-	112,151.76	-	-	-	112,151.76
B-1-22	92500		Westech	Submittals	7		22,224.99	-	22,224.99	-	-	-	22,224.99
B1-31	228627		Overhead Doors	On Site	8		17,000.00	-	17,000.00	-	-	-	17,000.00
B-1-19	8 Invoices		Yard Pipe	On Site	9		15,646.65	-	15,646.65	-	-	-	15,646.65
B-1-47	Mellen		Air Vac	On Site	9		3,442.69	-	3,442.69	-	-	-	3,442.69
B-1-53	1 Invoice		Inside Pipe	On Site	9		23,997.39	-	23,997.39	-	-	-	23,997.39
B-1-17	1897108		Lang Fence	On Site	9		21,500.00	-	21,500.00	-	-	-	21,500.00
B-1-40			Vertical Turbine Pumps	On Site	10		85,940.88	-	85,940.88	85,940.88	-	85,940.88	-
B-1-05	HGA		Electrical HGA	Pictures	10		143,249.80	-	143,249.80	-	-	-	143,249.80
B-1-22	Mellen		Gate Valves	On Site	10		20,930.00	-	20,930.00	-	-	-	20,930.00
B-1-47	CBM		Cleanwell Pipe	On Site	10		6,053.55	-	6,053.55	6,053.55	-	6,053.55	-
B-1-22	Vesco		Blower	On Site	11		50,000.00	-	50,000.00	-	-	-	50,000.00
B-1-25	Gurney		Split Case Pump	On Site	11		18,227.00	-	18,227.00	-	-	-	18,227.00
B1-47	8 Invoices		Piping	On Site	11		29,798.29	-	29,798.29	-	-	-	29,798.29
B-1-50	Gurney		Chem Feed	On Site	12		113,869.00	-	113,869.00	-	-	-	113,869.00
B-1-22	Westech		Troughs	On Site	12		103,664.94	-	103,664.94	50,000.00	-	50,000.00	53,664.94
B-1-56	Mellen		Valves	On Site	12		7,651.85	-	7,651.85	-	-	-	7,651.85
B-1-56	3 Invoice		Inside Piping	Onsite	12		34,824.08	-	34,824.08	-	-	-	34,824.08
B-1-22	94231		Filter Rehab - Westech	Onsite	13		187,247.48	-	187,247.48	-	-	-	187,247.48
B-1-22	35522		Mellen - Valves	Onsite	13		90,506.40	-	90,506.40	-	-	-	90,506.40
B-1-19	35489		Mellen - Valves	Onsite	13		24,828.20	-	24,828.20	-	-	-	24,828.20
B-1-19	35608		Mellen - Valves	Onsite	13		44,019.10	-	44,019.10	-	-	-	44,019.10
B-1-36	10 Inv		Core and Main - Piping	Onsite	13		39,821.77	-	39,821.77	-	-	-	39,821.77
B-1-11	Pay App 1		Skylight	Onsite	14		24,882.00	-	24,882.00	-	-	-	24,882.00
B1-18,44,45,48,BA2-1	Pay App		Misc Metals Decking	Onsite	14		45,000.00	-	45,000.00	-	-	-	45,000.00
BA1-1	25785		Valves	Onsite	14		50,000.00	-	50,000.00	-	-	-	50,000.00
B-1-19	CI 430085		RP	Onsite	14		2,671.00	-	2,671.00	-	-	-	2,671.00
B-1-36	U550028		Piping	Onsite	14		6,933.75	-	6,933.75	-	-	-	6,933.75
B-1-05	11766		Enclosures	Onsite	14		13,819.66	-	13,819.66	-	-	-	13,819.66
B-1-53	2212-15350		Valves	Onsite	14		30,555.80	-	30,555.80	-	-	-	30,555.80
B-1-08	Pay App		Misc Metals Decking	Onsite	14		40,000.00	-	40,000.00	-	-	-	40,000.00

Stored Materials Summary										Contractor's Application for Payment					
Owner: City of David City										Owner's Project No.:					
Engineer: JED Consulting Group, Inc.										Engineer's Project No.: 202024.00					
Contractor: Velocity Constructors Inc.										Contractor's Project No.:					
Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686															
Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686															
Application No.: 19										Application Period: From 09/01/24 to 10/01/24				Application Date: 10/01/24	
A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	G Materials Stored			K Incorporated in Work			M Materials Remaining in Storage (I - L) (\$)			
						H Previous Amount Stored (\$)	I Amount Stored this Period (\$)	J Amount Stored to Date (G + H) (\$)	L Amount Incorporated in the Work this Period (\$)	M Total Amount Incorporated in the Work (J + K) (\$)					
B-1.36			Check Valves	Onsite	15	15,817.55		15,817.55				15,817.55			
B-1.25			HO Submittal	Submittals	15	182,064.25		182,064.25				182,064.25			
B-1.14			Plastic Cabinets	Onsite	15	18,159.93		18,159.93				18,159.93			
B1.36			Check Valves	Onsite	16	15,817.55		15,817.55				15,817.55			
B1.05	2 Invoices		Programming	Onsite	16	42,045.13		42,045.13				42,045.13			
B1.36	3 Invoice		Piping	Onsite	16	5,042.47		5,042.47				5,042.47			
B1.36	DORLO183		Piping	Onsite	18	15,316.81		15,316.81				15,316.81			
<b>Total:</b>						<b>\$ 1,954,695.58</b>	<b>\$ -</b>	<b>\$ 1,954,695.58</b>	<b>\$ 70,299.00</b>	<b>\$ 141,994.43</b>	<b>\$ 212,293.43</b>	<b>\$ 1,727,685.34</b>			

Council member Keith Marvin made a motion to approve Certificate of Payment #20 in the amount of \$96,015.01 to Velocity Constructors Inc. for the 2022 Water Treatment Plant Upgrades. Council Member Tom Kobus seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
 Yea: 6, Nay: 0



Progress Estimate - Lump Sum Work						Contractor's Application for Payment			
Owner:	City of David City					Owner's Project No.:			
Engineer:	JEO Consulting Group, Inc.					Engineer's Project No.:	202024.00		
Contractor:	Velocity Constructors Inc.					Contractor's Project No.:			
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Application No.:	20		Application Period:	From	10/01/24	to	11/01/24	Application Date:	11/01/24
Item No.	Description	C Scheduled Value (\$)	D Work Completed		F Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C)	I Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
<b>Original Contract</b>									
<b>BASE BID GROUP A - General Water Plant Improvements<sup>1</sup></b>									
B-1.01	Mobilization	1,030,293.00	1,030,293.00	-	-	1,030,293.00	100%	-	
B-1.02	Bonding and Insurance	66,647.00	66,647.00	-	-	66,647.00	100%	-	
B-1.03	Aerator Rehabilitation and Cleaning	114,481.00	27,000.00	15,000.00	-	42,000.00	37%	72,481.00	
B-1.04	Existing Pipe Cleaning & Repainting	57,573.00	1,000.00	-	-	1,000.00	2%	56,573.00	
B-1.05	Electrical Improvements, Complete	1,840,041.00	945,000.00	350,894.59	-	1,295,894.59	70%	544,146.41	
B-1.06	Demolition of Exterior Infrastructure	32,732.00	30,000.00	1,732.00	-	31,732.00	97%	1,000.00	
B-1.07	Demolition of Interior Infrastructure	90,500.00	65,000.00	-	-	65,000.00	72%	25,500.00	
B-1.08	Building Improvements (Doors/Windows)	80,036.00	78,536.00	-	-	78,536.00	98%	1,500.00	
B-1.09	Building Improvements (Interior Painting)	523,405.00	206,655.00	125,000.00	-	331,655.00	63%	191,750.00	
B-1.10	First Floor Roof Membrane Replacement	174,179.00	142,000.00	15,000.00	-	157,000.00	90%	17,179.00	
B-1.11	Skylight Replacement	48,568.00	5,000.00	-	24,882.00	29,882.00	62%	18,686.00	
B-1.12	HVAC Improvements	148,128.00	57,000.00	25,000.00	-	82,000.00	55%	66,128.00	
B-1.13	Plumbing Improvements	92,021.00	67,000.00	-	-	67,000.00	73%	25,021.00	
B-1.14	Lab Improvements	21,099.00	2,000.00	-	18,159.93	20,159.93	96%	939.07	
B-1.15	Hardness Monitoring Equipment and Meters	77,743.00	2,000.00	-	-	2,000.00	3%	75,743.00	
B-1.16	Site Paving and Grading	58,690.00	12,000.00	35,000.00	-	47,000.00	80%	11,690.00	
B-1.17	Fencing and Gates	58,513.00	2,000.00	-	21,500.00	23,500.00	40%	35,013.00	
B-1.18	Misc. Site Improvements	148,846.00	120,000.00	18,000.00	-	138,000.00	93%	10,846.00	
B-1.19	Exterior Piping Improvements	338,959.00	143,000.00	192,731.59	-	335,731.59	99%	3,227.41	
B-1.20	Seeding, Fertilizer and Mulch	6,610.00	-	-	-	-	0%	6,610.00	
B-1.21	Erosion Control	5,751.00	5,751.00	-	-	5,751.00	100%	-	
<b>BASE BID GROUP B - Gravity Filter System Improvements<sup>1</sup></b>									
B-1.22	New Gravity Filter Equipment, Complete (Media/Wash Troughs/ Air Blowers/ Control Panel / Solenoid Panel / Instrumentation / Piping / Valves / Media Strainers)	693,132.00	203,000.00	474,573.81	-	677,573.81	98%	15,558.19	
B-1.23	Gravity Filter Equipment Installation	45,979.00	45,000.00	-	-	45,000.00	98%	979.00	
B-1.24	Electrical	25,200.00	19,750.00	5,000.00	-	24,750.00	98%	450.00	

Progress Estimate - Lump Sum Work						Contractor's Application for Payment			
Owner:	City of David City					Owner's Project No.:			
Engineer:	JEO Consulting Group, Inc.					Engineer's Project No.:	202024.00		
Contractor:	Velocity Constructors Inc.					Contractor's Project No.:			
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Application No.:	20		Application Period:	From	10/01/24	to	11/01/24	Application Date:	11/01/24
A	B	C	D		F	G	H	I	
			(D + E) From Previous Application (\$)	This Period (\$)					
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
<b>BASE BID GROUP C - Reverse Osmosis<sup>1</sup></b>									
B-1.25	CCRO and CIP Tank Skids (Equipment Only)	2,126,760.00	1,926,468.75	200,291.25	-	2,126,760.00	100%	-	
B-1.26	CCRO and CIP Tank Skids (Installation)	7,208.00	3,000.00	1,000.00	-	4,000.00	55%	3,208.00	
B-1.27	Existing Maintenance Facility Demolition	27,093.00	27,093.00	-	-	27,093.00	100%	-	
B-1.28	RO Room Expansion, Block Construction	245,926.00	232,026.00	13,900.00	-	245,926.00	100%	-	
B-1.29	New Existing Maintenance Facility Floor Pavement	3,174.00	3,174.00	-	-	3,174.00	100%	-	
B-1.30	New Existing Maintenance Facility Roof	28,709.00	28,709.00	-	-	28,709.00	100%	-	
B-1.31	Overhead Doors	22,781.00	5,781.00	17,000.00	-	22,781.00	100%	-	
B-1.32	Access Doors	8,791.00	8,000.00	-	-	8,000.00	91%	791.00	
B-1.33	Single Girder Bridge Crane & Hoist (Equipment Only)	20,361.00	20,361.00	-	-	20,361.00	100%	-	
B-1.34	Single Girder Bridge Crane & Hoist (Installation)	12,387.00	12,387.00	-	-	12,387.00	100%	-	
B-1.35	Below Grade CCRO Skid Piping, Complete	57,740.00	57,740.00	-	-	57,740.00	100%	-	
B-1.36	Above Grade CCRO & CIP Skid Piping, Complete	129,743.00	27,000.00	15,817.55	82,932.35	125,749.90	97%	3,993.10	
B-1.37	Electrical	10,080.00	6,000.00	-	2,000.00	8,000.00	79%	2,080.00	
<b>BASE BID GROUP D - Intermediate Clearwell<sup>1</sup></b>									
B-1.38	Intermediate Clearwell Structural Concrete	170,506.00	150,506.00	20,000.00	-	170,506.00	100%	-	
B-1.39	Clearwell Hatches	15,613.00	15,613.00	-	-	15,613.00	100%	-	
B-1.40	Vertical Turbine Pumps	113,608.00	12,000.00	95,940.88	-	107,940.88	95%	5,667.12	
B-1.41	Degassifier (Equipment Only)	112,153.00	112,153.00	-	-	112,153.00	100%	-	
B-1.42	Degassifier (Installation)	6,407.00	6,407.00	-	-	6,407.00	100%	-	
B-1.43	Pump Building, Block Construction	116,781.00	111,781.00	5,000.00	-	116,781.00	100%	-	
B-1.44	Stairs and Miscellaneous Metals	4,603.00	2,000.00	2,000.00	-	4,000.00	87%	603.00	
B-1.45	Clearwell Ladders	4,749.00	1,749.00	3,000.00	-	4,749.00	100%	-	
B-1.46	Fluid Applied Exterior Membrane	103,757.00	103,757.00	-	-	103,757.00	100%	-	
B-1.47	Intermediate Clearwell Piping, Fittings, Valves, Meters, Complete	77,335.00	9,000.00	35,851.84	31,307.77	76,159.61	98%	1,175.39	
B-1.48	Weir Plate and Weir Window	4,398.00	1,000.00	-	2,000.00	3,000.00	68%	1,398.00	
B-1.49	Electrical	50,400.00	36,000.00	10,000.00	-	46,000.00	91%	4,400.00	



Progress Estimate - Lump Sum Work						Contractor's Application for Payment		
Owner: City of David City						Owner's Project No.: _____		
Engineer: JEO Consulting Group, Inc.						Engineer's Project No.: 202024.00		
Contractor: Velocity Constructors Inc.						Contractor's Project No.: _____		
Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Application No.: 20	Application Period: From 10/01/24 to 11/01/24					Application Date: 11/01/24		
Item No.	Description	C Scheduled Value (\$)	D Work Completed		F Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
<b>BASE BID GROUP E - Chemical Feed System Improvements<sup>1</sup></b>								
B-1.50	Chemical Feed System Improvements	149,305.00	22,000.00	113,869.00	-	135,869.00	91%	13,436.00
B-1.51	Gas Chlorine System Improvements	62,365.00	2,000.00	-	-	2,000.00	3%	60,365.00
B-1.52	Electrical	15,120.00	6,000.00	4,000.00	3,000.00	13,000.00	86%	2,120.00
<b>BASE BID GROUP F - Backwash Improvements<sup>1</sup></b>								
B-1.53	Backwash Waste Pump and Piping Improvements, Complete	161,971.00	13,000.00	-	54,553.19	67,553.19	42%	94,417.81
B-1.54	Proposed Manhole Improvements	1,551.00	1,200.00	351.00	-	1,551.00	100%	-
B-1.55	Backwash Pit Access Hatch	3,727.00	-	-	-	-	0%	3,727.00
B-1.56	Backwash Supply Pump and Piping Improvements, Complete	103,300.00	2,000.00	-	69,409.93	71,409.93	69%	31,890.07
B-1.57	Electrical/Generator	252,000.00	125,000.00	122,859.90	-	247,859.90	98%	4,140.10
<b>Bid Alternate #1</b>								
BA1-1	Gravity Filter Effluent Valve Replacement <sup>1</sup>	220,730.00	170,730.00	50,000.00	-	220,730.00	100%	-
<b>Bid Alternate #2</b>								
BA2-1	Demolish Existing Upflow Clarifier Unit, Complete <sup>1</sup>	113,190.00	-	-	23,000.00	23,000.00	20%	90,190.00
<b>Original Contract Totals</b>		<b>\$ 10,343,448.00</b>	<b>\$ 6,537,267.75</b>	<b>\$ 1,968,813.41</b>	<b>\$ 332,745.17</b>	<b>\$ 8,838,826.33</b>		<b>\$ 1,504,621.67</b>
<b>Change Orders</b>								
CO-1	12" Underslab Pipe	54,560.00	54,560.00	-	-	54,560.00	100%	-
CO-2	Misc	84,742.51	84,742.51	-	-	84,742.51	100%	-
CO-3	Misc	114,989.00	69,211.00	10,000.00	-	79,211.00	69%	35,778.00
<b>Change Order Totals</b>		<b>\$ 254,291.51</b>	<b>\$ 208,513.51</b>	<b>\$ 10,000.00</b>	<b>\$ -</b>	<b>\$ 218,513.51</b>	<b>86%</b>	<b>\$ 35,778.00</b>
<b>Original Contract and Change Orders</b>								
<b>Project Totals</b>		<b>\$ 10,597,739.51</b>	<b>\$ 6,745,781.26</b>	<b>\$ 1,978,813.41</b>	<b>\$ 332,745.17</b>	<b>\$ 9,057,339.84</b>	<b>85%</b>	<b>\$ 1,540,399.67</b>

<sup>1</sup> Sales Tax for Materials & Equipment Included

City Council Proceedings  
 November 13, 2024  
 Page #13

Progress Estimate - Unit Price Work										Contractor's Application for Payment		
Owner: City of David City										Owner's Project No.:		
Engineer: JEO Consulting Group, Inc.										Engineer's Project No.: 202024.00		
Contractor: Velocity Constructors Inc.										Contractor's Project No.:		
Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686												
Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686												
Application No.: 20										Application Date: 11/01/24		
Application Period: From 10/01/24 to 11/01/24												
A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Item Quantity	Units	Contract Information		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
				Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Original Contract												
Base Bid <sup>1</sup>												
B-2	Install Aggregate Surfacing	358.00	TONS	42.50	15,215.00			-		0%	15,215.00	
B-3	Final Clearwell Roof Slab Rehabilitation	100.00	SF	140.30	14,030.00			-		0%	14,030.00	
Bid Alternate #3												
BA3-1	Install 6" Concrete Pavement <sup>1</sup>	1,324.00	SY	143.56	190,079.00	1,260.00		180,890.89	180,890.89	95%	9,188.11	
					Original Contract Totals	\$ 219,324.00		\$ 180,890.89	\$ -	\$ 180,890.89	82%	\$ 38,433.11
Original Contract and Change Orders												
					Project Totals	\$ 219,324.00		\$ 180,890.89	\$ -	\$ 180,890.89	82%	\$ 38,433.11

<sup>1</sup> Sales Tax for Materials & Equipment Included



Council member Kevin Woita made a motion to approve Pay Estimate #8 in the amount of \$524,233.53 to BRB Contractors, Inc. for the Wastewater Treatment Plant Improvement Project. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat

Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

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**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

October 29, 2024

Tami Comte  
City Clerk  
City of David City  
1220 E Street  
David City, NE 68632

CITY OF DAVID CITY, NEBRASKA  
WASTEWATER TREATMENT PLANT IMPROVEMENT  
PARTIAL PAYMENT APPLICATION NO. 8

Enclosed is a copy of Partial Payment Application No. 8 submitted by BRB Contractors, Inc. for the Wastewater Treatment Plant Improvement project. Partial Payment Application No. 8 is in the amount of \$524,233.53.

Veenstra & Kimm, Inc. has reviewed Partial Payment Application No. 8 and would recommend it's approval and payment.

Partial Payment Application No. 8 covers the work during the month of October 2024. The majority of the actual construction work during the month was associated with the SBR tanks. Some work relative to the pump station and other smaller work items on the project was undertaken. The balance of the partial payment application covers additional materials stored. During the month of October 2024 BRB Contractors, Inc. received a number of additional items of equipment that are now stored for incorporation in the project as work progresses.

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or at [bveenstra@v-k.net](mailto:bveenstra@v-k.net).

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:paj  
6478  
Enclosure



**Contractor's Application for Payment**

<b>Owner:</b>	City of David City	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	JEO Consulting Group, Inc.	<b>Engineer's Project No.:</b>	220993.00
<b>Contractor:</b>	IES Commerical, Inc.	<b>Contractor's Project No.:</b>	555042002
<b>Project:</b>	2023 AGP Substation		
<b>Contract:</b>	2023 AGP Substation		
<b>Application No.:</b>	6	<b>Application Date:</b>	10/30/2024
<b>Application Period:</b>	From 10/1/2024	to	10/31/2024

1. Original Contract Price	\$	2,416,450.00
2. Net change by Change Orders	\$	265,681.34
3. Current Contract Price (Line 1 + Line 2)	\$	2,682,131.34
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,769,953.50
5. Retainage		
a. 5% X \$ 1,769,953.50 Work Completed =	\$	88,497.68
b. 5% X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	88,497.68
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,681,455.82
7. Less previous payments (Line 6 from prior application)	\$	1,503,575.14
8. Amount due this application	\$	177,880.68
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	1,000,675.52

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** IES Commercial, Inc.  
**Signature:** Bardo P. **Date:** 10-30-24

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u>Math E. Kato</u>	<b>By:</b> _____
<b>Title:</b> <u>Electrical Senior Project Manager</u>	<b>Title:</b> _____
<b>Date:</b> <u>November 11, 2024</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____



Contractor's Application for Payment												
Progress Estimate - Unit Price Work												
Owner: City of David City Engineer: ZCO Consulting Group, Inc. Contractor: ES Commercial, Inc. Project: 2023 AUP Substation Contract: 2023 AUP Substation												
Owner's Project No.: REEF Engineer's Project No.: 19260100 Contractor's Project No.: 000130014												
Application No.: 6 From 10/01/24 to 10/31/24 Application Date: 10/30/24												
Contract Information												
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Item (C x E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (K x G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / K) (%)	Balance to Finish (P - J) (\$)	
Original Contract Group A												
1	Substation installation, Complete and Operational	1.00	LS	\$2,416,400.00	2,416,400.00	0.05	1,370,002.50		1,370,002.50	6.5%	946,757.50	
				<b>Original Contract Total:</b>	<b>\$ 2,416,400.00</b>		<b>\$ 1,370,002.50</b>		<b>\$ 1,370,002.50</b>	<b>65%</b>	<b>\$ 946,757.50</b>	
Change Orders												
	Change Order #1	1.00		405,201.00	405,201.00	0.75	36,610.50		36,610.50	7.9%	101,337.50	
	Change Order #2	1.00		(139,708.00)	(139,708.00)	0.75	(124,731.50)		(124,731.50)	-7.9%	(14,017.50)	
				<b>Change Order Total:</b>	<b>\$ 265,493.00</b>		<b>\$ 19,879.00</b>		<b>\$ 19,879.00</b>	<b>75%</b>	<b>\$ 66,420.00</b>	
				<b>Original Contract and Change Orders</b>			<b>\$ 1,769,953.50</b>		<b>\$ 1,769,953.50</b>	<b>66%</b>	<b>\$ 913,177.50</b>	

Council member Keith Marvin made a motion to approve Change Order #3 in the amount of (\$2,208.00) for Sargent Drilling for the 2023 Well #10 Relining Project. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
 Yea: 6, Nay: 0

**CHANGE ORDER NO.: 3**

Owner: **City of David City** Owner's Project No.:  
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **231289.00**  
 Contractor: **Charles Sargent Irrigation, Inc dba Sargent Drilling** Contractor's Project No.:  
 Project: **2023 Well #10 Relining, 2024 Well #14 Relining**  
 Contract Name: **2023 Well #10 Relining**  
 Date Issued: **10/30/2024** Effective Date of Change Order: **Date Signed by Owner**

The Contract is modified as follows upon execution of this Change Order:

Description:

**(2). Deduction of 12 hours of "Item CO1.17 - Step Drawdown and Constant Rate Pump Testing". The additional 12 hours was not necessary to establish baseline pumping conditions and was eliminated from the project.**

Attachments:

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>160,669.30</u>	Original Contract Times: Substantial Completion: <u>May 1, 2024</u> Ready for final payment: <u>May 1, 2024</u>
<b>Net change</b> from previously approved Change Orders: \$ <u>253,483.00</u>	<b>Net change</b> from previously approved Change Orders: Substantial Completion: <u>November 1, 2024</u> Ready for final payment: <u>November 1, 2024</u>
Contract Price prior to this Change Order: \$ <u>414,152.30</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 1, 2024</u> Ready for final payment: <u>November 1, 2024</u>
<b>Net change</b> for this Change Order: \$ <u>(2,208.00)</u>	<b>Net change</b> for this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>411,944.30</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 1, 2024</u> Ready for final payment: <u>November 1, 2024</u>

<p>Recommended by Engineer (if required)</p> <p>By: <u><i>Alan J. P. E.</i></u>  <small>DocuSigned by:</small>  <small>www.docusign.com</small>        Title: <u>Principal Engineer</u>        Date: <u>10/31/2024</u></p>	<p>Authorized by Owner</p> <p>_____</p> <p>_____</p>
<p>Accepted by Contractor</p> <p>By: <u><i>A. Sargent</i></u>  <small>DocuSigned by:</small>  <small>www.docusign.com</small>        Title: <u>Area Manager</u>        Date: <u>10/31/2024</u></p>	<p>Approved by Funding Agency (if applicable)</p> <p>N/A</p> <p>_____</p> <p>_____</p>

Change Order Estimate - Unit Price Work					
JEO Project Name: 2023 Well #10 Relining, 2024 Well #14 Relining			JEO Project Number: 231289.00		
Owner: City of David City			Change Order Number: 3		
Contractor: Charles Sargent Irrigation, Inc dba Sargent Drilling			Effective Date: Date Signed by Owner		
Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
CO1.17	Step Drawdown and Constant Rate Pump Testing	(12)	HOUR	\$184.00	(\$2,208.00)
<b>Total:</b>					<b>(\$2,208.00)</b>

Council member Keith Marvin made a motion to approve Pay Application #2 for Sargent Drilling in the amount of \$254,275.00 for the 2023 Well#10 Relining Project and approve the substantial completion of the project. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
 Yea: 6, Nay: 0

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Contractor's Application for Payment**

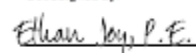
<b>Owner:</b> <u>City of David City</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>JEO Consulting Group, Inc.</u>	<b>Engineer's Project No.:</b> <u>231289.00</u>
<b>Contractor:</b> <u>Sargent Drilling</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>2023 Well #10 Relining</u>	
<b>Contract:</b> <u>2023 Well #10 Relining</u>	
<b>Application No.:</b> <u>2</u>	<b>Application Date:</b> <u>10/30/2024</u>
<b>Application Period:</b> <b>From</b> <u>4/30/2024</u> <b>to</b> <u>10/30/2024</u>	

1. Original Contract Price	\$ 160,669.30
2. Net change by Change Orders	\$ 251,275.00
3. Current Contract Price (Line 1 + Line 2)	\$ 411,944.30
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 411,944.30
5. Retainage	
a. <u>0%</u> X \$ 411,944.30 Work Completed =	\$ -
b. <u>0%</u> X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 411,944.30
7. Less previous payments (Line 6 from prior application)	\$ 157,669.30
8. Amount due this application	\$ 254,275.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ -

**Contractor's Certification**  
 The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Charles Sargent Irrigation, Inc dba Sargent Drilling

**Signature:**  **Date:** 10/31/2024

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u></u>	<b>By:</b> _____
<b>Title:</b> <u>Branch Manager</u>	<b>Title:</b> _____
<b>Date:</b> <u>10/31/2024</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

City Council Proceedings  
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Progress Estimate - Unit Price Work										Contractor's Application for Payment			
Owner: City of David City										Owner's Project No.:			
Engineer: JEO Consulting Group, Inc.										Engineer's Project No.:		231289.00	
Contractor: Sargent Drilling										Contractor's Project No.:			
Project: 2023 Well #10 Relining													
Contract: 2023 Well #10 Relining													
Application No.: 2		Application Period: From 04/30/24 to 10/30/24										Application Date: 10/30/24	
A	B	C	D	E	F	G	H	I	J	K	L		
Bid Item No.	Description	Contract Information			Value of Bid Item (C X E)		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - I) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
Original Contract													
1	Mobilization	1.00	LS	6,750.00	6,750.00	1.00	6,750.00		6,750.00	100%	-		
2	Bonding and Insurance	1.00	LS	1,464.00	1,464.00	1.00	1,464.00		1,464.00	100%	-		
3	Remove Existing Well Column and Pump	1.00	LS	5,175.00	5,175.00	1.00	5,175.00		5,175.00	100%	-		
4	Mechanically Brush Existing Well Screen and Casing	1.00	LS	3,000.00	3,000.00	1.00	3,000.00		3,000.00	100%	-		
5	Sonar Jet Existing Well Screen and Casing	1.00	LS	1,590.00	1,590.00	1.00	1,590.00		1,590.00	100%	-		
6	Well Debris Removal	1.00	LS	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-		
7	Well TV Inspection	1.00	LS	1,277.00	1,277.00	1.00	1,277.00		1,277.00	100%	-		
8	Acid Well Development	1.00	LS	5,746.00	5,746.00	1.00	5,746.00		5,746.00	100%	-		
9	12" PVC Casing	377.00	LF	58.00	21,866.00	377.00	21,866.00		21,866.00	100%	-		
10	12" SS Screen (100 Slot)	48.00	VF	273.00	13,104.00	48.00	13,104.00		13,104.00	100%	-		
11	Bentonite, Grout, Gravel Pack	1.00	EA	6,640.00	6,640.00	1.00	6,640.00		6,640.00	100%	-		
12	Develop and Disinfect Well	1.00	LS	2,450.00	2,450.00	1.00	2,450.00		2,450.00	100%	-		
13	Furnish and Install Well Pump and Column Piping	1.00	LS	73,645.00	73,645.00	1.00	73,645.00		73,645.00	100%	-		
14	Reinstall Pump Motor and Water Level Transducer	1.00	LS	800.00	800.00	1.00	800.00		800.00	100%	-		
15	Step Drawdown and Constant Rate Pump Testing	20.00	HOUR	235.00	4,700.00	20.00	4,700.00		4,700.00	100%	-		
16	Water Quality Testing (NE)	1.00	LS	585.00	585.00	1.00	585.00		585.00	100%	-		
SUBTOTAL BASE BID					150,292.00						0%	150,292.00	
SALES TAX FOR MATERIALS & EQUIPMENT ON BASE BID @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					\$10,377.30	1.00	10,377.30		10,377.30	100%	-		
Original Contract Totals					\$ 160,669.30		\$ 160,669.30	\$ -	\$ 160,669.30	100%	-		

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Progress Estimate - Unit Price Work										Contractor's Application for Payment			
Owner: City of David City										Owner's Project No.:			
Engineer: JCO Consulting Group, Inc.										Engineer's Project No.: 231289.00			
Contractor: Sargent Drilling										Contractor's Project No.:			
Project: 2023 Well #10 Relining													
Contract: 2023 Well #10 Relining													
Application No.: 2		Application Period: From 04/30/24 to 10/30/24								Application Date: 10/30/24			
A	B	C	D	E	F	G	H	I	J	K	L		
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
Change Order No. 1													
CO1.1	Mobilization	1.00	LS	\$9,640.00	9,640.00	1.00	9,640.00		9,640.00	100%	-		
CO1.2	Bonding and Insurance	1.00	LS	\$7,265.00	7,265.00	1.00	7,265.00		7,265.00	100%	-		
CO1.3	Remove Existing Well Column, Pump, and Motor	1.00	LS	\$7,500.00	7,500.00	1.00	7,500.00		7,500.00	100%	-		
CO1.4	Mechanically Brush Existing Well Screen and Casing	1.00	LS	\$3,180.00	3,180.00	1.00	3,180.00		3,180.00	100%	-		
CO1.5	Sonar Jet Existing Well Screen and Casing	1.00	LS	\$4,654.00	4,654.00	1.00	4,654.00		4,654.00	100%	-		
CO1.6	Well Debris Removal	1.00	LS	\$1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-		
CO1.7	Well TV Inspection	1.00	LS	\$2,554.00	2,554.00	1.00	2,554.00		2,554.00	100%	-		
CO1.8	Acid Well Development	1.00	LS	\$6,112.00	6,112.00	1.00	6,112.00		6,112.00	100%	-		
CO1.9	14" PVC Casing	305.00	LF	\$135.00	41,175.00	305.00	41,175.00		41,175.00	100%	-		
CO1.10	14" SS Screen (90 Slot)	100.00	VF	\$343.00	34,300.00	100.00	34,300.00		34,300.00	100%	-		
CO1.11	14" SS Screen (0 Slot)	3.00	VF	\$343.00	1,029.00	3.00	1,029.00		1,029.00	100%	-		
CO1.12	Bentonite, Grout, Gravel Pack	1.00	EA	\$9,718.00	9,718.00	1.00	9,718.00		9,718.00	100%	-		
CO1.13	Develop and Disinfect Well	1.00	LS	\$3,112.00	3,112.00	1.00	3,112.00		3,112.00	100%	-		
CO1.14	Furnish and Install Well Pump and Column Piping	1.00	LS	\$90,862.00	90,862.00	1.00	90,862.00		90,862.00	100%	-		
CO1.15	Furnish new 150-HP Pump Motor	1.00	LS	\$28,488.00	28,488.00	1.00	28,488.00		28,488.00	100%	-		
CO1.16	Install Pump Motor and Water Level Transducer	1.00	LS	\$1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-		
CO1.17	Step Drawdown and Constant Rate Pump Testing	20.00	HOUR	\$184.00	3,680.00	20.00	3,680.00		3,680.00	100%	-		
CO1.18	Water Quality Testing (NE)	1.00	LS	\$714.00	714.00	1.00	714.00		714.00	100%	-		
Change Order No. 2													
CO2.1	Mechanically Brush Existing Well Screen and Casing	(1.00)	LS	3,000.00	(3,000.00)	(1.00)	(3,000.00)		(3,000.00)	100%	-		
Change Order No. 3													
CO1.17	Step Drawdown and Constant Rate Pump Testing	(12.00)	HOUR	184.00	(2,208.00)	(12.00)	(2,208.00)		(2,208.00)	100%	-		
Change Order Totals					\$ 251,275.00		\$ 251,275.00	\$ -	\$ 251,275.00	100%	\$ -		
Original Contract and Change Orders													
Project Totals					\$ 411,944.30		\$ 411,944.30	\$ -	\$ 411,944.30	100%	\$ -		

### CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	231289.00
Contractor:	Sargent Drilling	Contractor's Project No.:	
Project:	2023 Well #10 Relining		
Contract Name:	2023 Well #10 Relining		

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

Date of Substantial Completion: 10/30/2024

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

Amendments to Contractor's Responsibilities:  None  As follows:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

<p><b>EXECUTED BY ENGINEER:</b></p> <p>By: <u><i>Ethan W. P.F.</i></u>  <small>DocuSigned by:</small>  <small>(Authorized signature)</small></p> <p>Title: <u>Principal Engineer</u></p> <p>Date: <u>10/31/2024</u></p>	<p><b>RECEIVED:</b></p> <p>By: _____  <small>Owner (Authorized Signature)</small></p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>RECEIVED:</b></p> <p>By: <u><i>[Signature]</i></u>  <small>DocuSigned by:</small>  <small>Contractor (Authorized Signature)</small></p> <p>Title: <u>Area Manager</u></p> <p>Date: <u>10/31/2024</u></p>
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Council member Keith Marvin made a motion to approve Storm Water GIS Amendment with JEO Consulting Group to include water and sewer systems in the data collection. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0



**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 01**

The Effective Date of this Amendment is: November 13, 2024.

**ARTICLE 1 – BACKGROUND DATA**

Effective Date of Owner-Engineer Agreement: October 23, 2024  
Owner: City of David City  
Engineer: JEO Consulting Group, Inc.  
Project: David City Stormwater Mapping (241793.00)

**ARTICLE 2 – NATURE OF AMENDMENT**

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer

**ARTICLE 3 – DESCRIPTION OF MODIFICATIONS**

Perform engineering services related to the survey and mapping of GIS assets. See Exhibit A, attached.

**ARTICLE 4 – AGREEMENT SUMMARY**

Original agreement amount:	\$ <u>65,950</u>
Net change for prior amendments:	\$ <u>0.00</u>
This amendment amount:	\$ <u>62,325</u>
Adjusted Agreement amount:	\$ <u>128,275</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER: JEO Consulting Group, Inc.

By: \_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: Michael Frates

Title: \_\_\_\_\_

Title: Senior GIS Analyst

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**SCOPE OF SERVICES:  
Exhibit A**

**PROJECT UNDERSTANDING:**

Assist the Owner with the implementation of a comprehensive sewer and water survey to create comprehensive maps of each system and support future data collection, planning, and modeling.

**PROJECT APPROACH:**

As demonstrated by Engineer during an in-person meeting with Owner staff, there are many ways that Engineer can assist the Owner with sewer and water data collection and creation. The largest investment for any utility GIS system is the creation of high-quality data. JEO is providing a scope and fee that assumes Engineer field crews will perform the data collection and all drafting for the sewer and water systems to support future data collection, planning, and modeling.

**SCOPE OF SERVICES**

**1. KICKOFF**

- 1.1 Consultant to hold one virtual meeting with Owner to discuss the following:
  - 1.1.1 People and roles during the project for Engineer and Owner
  - 1.1.2 Schedule and project milestones.
  - 1.1.3 Review the existing storm sewer system maps, as well as all available plans and CADD design drawings made available by Owner.
  - 1.1.4 Discuss any utility system components that are not shown on the available maps.
  - 1.1.5 Discuss any other information available from the Owner.

**2. ARCGIS ONLINE IMPLEMENTATION**

- 2.1 Leverage the existing cloud-based GIS organization (ArcGIS Online) for Owner, organizational share, existing accounts, and permissions to allow both Engineer and Owner access to the organization.
- 2.2 GIS data and feature layer schema
  - 2.2.1 Modify Sewer and Water Data Management Solutions in Owner ArcGIS Online organization to support sewer and water field data collection.

**3. FIELD DATA COLLECTION AND MAPPING**

- 3.1 Data collection approach
  - 3.1.1 Engineer Survey staff will use Survey-grade GPS/GNSS equipment accurate to within about an inch horizontally and vertically to survey all sewer and water system features that are visible or exposed at the time of field survey. Engineer Survey staff will not excavate or dig to find buried valves, manholes, pipes, or any other subsurface features.
  - 3.1.2 Engineer Survey staff plan to systematically walk down each street to collect sewer and water system features owned or maintained by the Owner.
  - 3.1.3 If necessary, Owner staff shall coordinate access to all utilities not located within public right of way or located on private land.
  - 3.1.4 Owner shall have a representative(s) available during the survey data collection process to show Engineer Survey staff the locations of all known utility features that are buried or not located within a paved road. This may require Owner to flag or expose features prior to Engineer Survey staff mobilization.

- 3.1.5 Engineer Survey crews will utilize Nebraska State Plane (US Survey Feet) horizontal coordinate system, and NAVD 1988 elevations (US Survey Feet) utilizing Geoid 18 for all survey data collection.
- 3.1.6 Owner to review sewer and water system web maps utilizing ArcGIS Online markup tools and provide comments to Engineer. Engineer to revise system maps within 30 days of completion of Owner review.
- 3.2 Sewer System
  - 3.2.1 There are 447 estimated sewer structures for the Owner's conveyance system. Engineer Survey and GIS staff will locate all structures utilizing survey-grade GNSS/GPS equipment on a per-structure unit-cost basis. If more than 447 structures are found, Engineer will not proceed without prior authorization from the Owner.
  - 3.2.2 Engineer Survey and GIS staff will collect the following information for each structure listed below:
    - 3.2.2.1 Manhole: Rim Elevation, Manhole Type, Manhole Material Type, Structure Type, Cut Depth, Flowline Elevation, Pipe Diameter(s), Pipe Material Type(s), Pipe Location(s), Pipe Direction(s), Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes.
    - 3.2.2.2 Cleanout: Rim Elevation, Cleanout Type, Material Type, Size, Structure Material Type, Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes.
    - 3.2.2.3 Pit, Pump, Lift Station: Rim Elevation, Type, Material Type, Size, Structure Material Type, Cut Depth, Flowline Elevation(s), Spatial Source, Spatial Confidence, Owned By, Verification Status, Number of Pumps, Pump Characteristics, Install Date, Notes.
    - 3.2.2.4 Valve: Rim Elevation, Type, Material Type, Size, Structure Material Type, Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes.
    - 3.2.2.5 Gravity Main: Approximate locations only. No lateral lines. Will adjust location if parent structure moves. Diameter, Material Type, Direction, Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes.
    - 3.2.2.6 Force Main: Approximate locations only. Will adjust location if parent structure moves. Diameter, Material Type, Direction, Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes.
  - 3.2.3 Engineer Survey and GIS staff will utilize a "connect-the-dot" approach to draft all known main pipes. This will be completed using the structures collected during field survey, together with all available existing maps, plans, design drawings, or CADD files made available by the Owner.
  - 3.2.4 Engineer Survey and GIS staff will draft the main pipes in a manner that indicates the direction of flow based on upstream to downstream connectivity logic and proofing via invert elevations.
  - 3.2.5 All known feature attributes such as material, diameter, shape, or year constructed, made available by the Owner, will be entered into the ArcGIS Online cloud-based solution for all structures.
- 3.3 Water System
  - 3.3.1 There are 1781 estimated water structures for the Owner's pressurized system. Engineer Survey and GIS staff will locate all structures utilizing survey-grade GNSS/GPS equipment on a per-structure unit-cost basis. If more than 1781 structures are found, Engineer will not proceed without prior authorization from the Owner.

- 3.3.2 Engineer Survey and GIS staff will collect the following information for each structure listed below:
  - 3.3.2.1 Valve: GPS Location, Ground Elevation, Type, Material Type, Size, Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes.
  - 3.3.2.2 Curb Stop: GPS Location, Ground Elevation, Type, Material Type, Size, Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes.
  - 3.3.2.3 Fire Hydrant: GPS Location, Ground Elevation, Type, Material Type, Size, Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes.
  - 3.3.2.4 Flush Hydrant: GPS Location, Ground Elevation, Type, Material Type, Size, Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes.
  - 3.3.2.5 Post-Indicator Valve: GPS Location, Ground Elevation, Type, Material Type, Size, Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes.
  - 3.3.2.6 Meter Pit: GPS Location, Ground Elevation, Type, Material Type, Size, Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes.
  - 3.3.2.7 Main Pipe: Approximate locations only. Will adjust location if parent structure moves. Spatial Source, Spatial Confidence, Material, Diameter, Owned By, Verification Status, Notes.
  - 3.3.2.8 Service Line: Approximate locations perpendicular from main pipes to curb stop valves only. Will adjust location if parent structure moves. Spatial Source, Spatial Confidence, Owned By, Material, Diameter, Verification Status, Notes.
- 3.3.3 Engineer Survey and GIS staff will utilize a “connect-the-dot” approach to draft all known pipes. This will be completed using the structures collected during field survey, together with all available existing maps, plans, design drawings, or CADD files made available by the Owner.
- 3.3.4 All known feature attributes such as material, diameter, shape, or year constructed, made available by the Owner, will be entered into the ArcGIS Online cloud-based solution for all structures.

#### 4. PROGRESS MEETINGS, TRAINING, AND SUPPORT

- 4.1 Engineer to spend up to 20 hours with Owner staff to provide project status updates, training on how to view maps and edit data, and troubleshooting. Engineer will also provide on-site support to configure GPS/GNSS devices purchased by Owner, as well as field training for GPS/GNSS data collection.
  - 4.1.1 Owner responsible for providing a cellular-enabled mobile device to view maps and edit data by Owner staff in the field.

#### 5. QA/QC, DELIVERABLES, AND HARD-COPY MAPS

- 5.1 Sewer Data Management Solution for ArcGIS Online
- 5.2 Water Data Management Solution for ArcGIS Online
  - 5.2.1 Fully reviewed, corrected, vetted, and operational GIS data management solutions with user accounts, web services, maps, apps, and data (outlined in task 2).
  - 5.2.2 ArcGIS Online applications include:
    - 5.2.2.1.1 ArcGIS Field Maps App for field data collection of sewer and water system features
    - 5.2.2.1.2 ArcGIS Instant App for office review and editing of sewer and water GIS data

- 5.3 Hard-copy Maps
  - 5.3.1 Up to 4 non-laminated 11x17-inch map books for sewer system
  - 5.3.2 Up to 4 non-laminated 11x17-inch map books for water system
  - 5.3.3 Up to 4 non-laminated 34x44-inch sewer wall maps
  - 5.3.4 Up to 4 non-laminated 34x44-inch water wall maps

#### FEE SUMMARY

- 1.1 Engineer proposes providing the services defined above for the fees defined below:

<i>Task</i>	<i>Fee</i>
2. ARCGIS ONLINE IMPLEMENTATION	\$ 2,380 (Lump Sum)
3. SEWER FIELD DATA COLLECTION AND MAPPING	\$ 85 Per Structure (Unit Cost)
Estimate: 447 Total Structures	\$ 37,995 (Estimated Cost)
4. WATER FIELD DATA COLLECTION AND MAPPING	\$ 11,500 (Lump Sum)
5. PROGRESS MEETINGS, TRAINING & SUPPORT	\$ 3,400 (Lump Sum)
6. QA/QC, DELIVERABLES, AND HARD COPY MAPS	\$ 7,050 (Lump Sum)

Total Project Fee: \$ 62,325 (Estimated Fee)

#### PROJECT SCHEDULE

- 1.1 Kickoff Meeting: As directed by client.
- 1.2 Field data collection to be completed within nine (9) months of kickoff meeting.
  - 1.2.1 Engineer to coordinate with Owner to ensure timely field data collection.
- 1.3 Preliminary maps to be created within 30 days of the completion of field data collection.
- 1.4 QA/QC, deliverables, and training to be completed within 30 days of review by Owner staff.
- 1.5 All tasks to be completed, delivered, and invoiced to Owner on or before December 31, 2025.

#### OWNER RESPONSIBILITIES

- 1.1 Provide a room or location for all meetings and training throughout the project.
- 1.2 Owner to designate representative(s) that have the authority to give direction to Engineer throughout the duration of the project.
- 1.3 Copies of the most current GIS data, CADD data, imagery, and base maps, if available.
- 1.4 Timely review of documents or requests for information.

#### EXCLUSIONS

- 1.1 Drafting of sewer lateral lines and water service lines (from curb stop valve to property).
- 1.2 Additional on-site GIS training over 20 hours.
- 1.3 ArcGIS Pro desktop software.
- 1.4 Training/Help manuals and videos (either hardcopy or digital).
- 1.5 All hardware and software required to collect and edit data in the field by the Owner is the responsibility of the Owner. A list of recommended hardware and approximate fees can be provided by Engineer if needed.



Council member Bruce Meysenburg made a motion to approved Southeast Nebraska Development District Recommendation for the 2022 David City Owner-Occupied Rehab Project #01 to MIT Contracting in the amount of \$32,177.13 and Project #01 to Crewline Exteriors in the amount of \$7,822.87. Council Member Tom Kobus seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0



October 25, 2024

**2022 David City Owner Occupied Rehabilitation Housing Program  
22TFHO16018  
Housing Rehabilitation Program**

**Re: Narrative outline for Recommendation of Construction Contract Award  
For Project: #001.**

**Project #001**

Construction contract award amounts total: \$32,177.13  
Selected Contractor: MIT Contracting

**Description of work:**

- Remove current toilet stool and replace with a taller, comfort-height toilet stool.
- Remove & replace shower/tub combo & surround with new, fiberglass low-entry shower. Include shower hardware, shower surround, glass door, & caulk.
- Remove and replace all existing flooring in MAIN FLOOR with new LVP. Remove carpeting on stairs, install new LVP, and install anti-slip tape on each step.
- Install new gas furnace & A/C
- Remove & replace gutters with new 5" K-style aluminum gutters with 5" downspouts.
- Remove & replace any rotted/deteriorated wood components of the front porch & level. Scrape & paint.

**LINCOLN OFFICE**  
7407 O Street  
Lincoln, NE 68510  
Office: 402-475-2560

[www.sendd.org](http://www.sendd.org)



**SECONDARY OFFICE**  
PO Box 8  
Nebraska City, NE 68410  
Office: 402-907-2026

*SEND D is an Equal Opportunity Provider and Employer*

**BID RESULTS – 2022 David City OOR Program (22TFHO16018)**

Bid Date: September 23, 2024, 5:00 P.M.

Location: SENDD Lincoln Office

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Applicant # 001

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MIT Contracting	\$32,177.13
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Henning Carpentry LLC	No Bid
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Cavapa Plus M	No Bid
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EZ Construction	No Bid
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Crewline Exteriors	No Bid
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**RED = Most Responsible Bid / Line-Item Selections – Total: \$32,177.13**

**NOTE: Contractor's bid does contain a 10% Contingency fund and does include alternate items**

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SEND D Estimate: \$0.00- Excluding Alternate Items





**October 25, 2024**

City of David City Housing Committee Members

RE: 2022 David City OOR program (22TFHO16018)

Housing Advisory Committee

On September 23, 2024, a bid opening was held at 5:00 P.M., on applicant #001 through the 2022 David City Housing Rehabilitation Program (see attached bid sheet). The following is SENDD's recommendation to the City of David City Housing Advisory Committee Members on the following applicants:

FOR PROJECT #001, our Office recommends to award the contract to: MIT Contracting in the amount of \$32,177.13 from the Affordable Housing Program (AHP).

MIT Contracting	Base Bid:	\$32,177.13
1481 Bluff RD - Pleasant Dale, NE 68423	Contingency Fund:	\$0.00
	Total Bid:	\$32,177.13

**Recommend to award contracts:**

MIT Contracting: \$32,177.13

Total: \$32,177.13

The Sub-Contractor listed above has successfully completed similar projects over the years within communities in SENDD's District using CDBG & NAHTF funds. They are certified in Lead Base Paint training, registered on the SAM system, have the proper insurance coverage and have adequate staffing to complete project #001.

Sincerely,

Brent Pendgraft  
Housing Inspector  
(402) 858-2245  
bpendgraft@sendd.org  
SENDD

cc: City of David City  
Housing Advisory Committee Members

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October 25, 2024

**2022 David City Owner Occupied Rehabilitation Housing Program  
22TFHO16018  
Housing Rehabilitation Program**

**Re: Narrative outline for Recommendation of Construction Contract Award  
For Project: #001.**

---

**Project #001**

Construction contract award amounts total: \$7,822.87  
Selected Contractor: Crewline Exteriors

**Description of work:**

- Remove and replace (7) existing windows with new, insulate and wrap exterior trim.
- Remove and replace (1) exterior door with new, insulate and wrap exterior trim.

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Office: 402-907-2026

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**BID RESULTS – 2022 David City OOR Program (22TFHO16018)**

Bid Date: September 23, 2024, 5:00 P.M.

Location: SENDD Lincoln Office

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Applicant # 001  
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Crewline Exteriors \$7,822.87

Cavapa Plus M No Bid

EZ Construction No Bid

Henning Carpentry LLC No Bid

MIT Contracting No Bid

**RED = Most Responsible Bid / Line-Item Selections – Total: \$7,822.87**

**NOTE: Contractor's bid does contain a 10% Contingency fund and does include alternate items**

-----  
SEND D Estimate: \$0.00- Excluding Alternate Items

#  
#



October 25, 2024

City of David City Housing Committee Members

RE: 2022 David City OOR program (22TFHO16018)

Housing Advisory Committee

On September 23, 2024, a bid opening was held at 5:00 P.M., on applicant #001 through the 2022 David City Housing Rehabilitation Program (see attached bid sheet). The following is SENDD's recommendation to the City of David City Housing Advisory Committee Members on the following applicants:

FOR PROJECT #001, our Office recommends to award the contract to: Crewline Exteriors in the amount of \$7,822.87, from the Affordable Housing Program (AHP).

Crewline Exteriors	Base Bid:	\$7,822.87
9243 South 71st Street - Lincoln, NE 68516	Contingency Fund:	\$0.00
	Total Bid:	\$7,822.87

**Recommend to award contracts:**

Crewline Exteriors: \$7,822.87

Total: \$7,822.87

The Sub-Contractor listed above has successfully completed similar projects over the years within communities in SENDD's District using CDBG & NAHTF funds. They are certified in Lead Base Paint training, registered on the SAM system, have the proper insurance coverage and have adequate staffing to complete project #001.

Sincerely,

Brent Pendgraft  
Housing Inspector  
(402) 858-2245  
bpendgraft@sendd.org  
SEND D

cc: City of David City  
Housing Advisory Committee Members

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Council member Keith Marvin made a motion to approve the Southeast Nebraska Development District Recommendation for the 2022 David City Owner-Occupied Rehab Project #019 to Henning Carpentry LLC in the amount of \$40,000.00. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0



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October 25, 2024

**2022 David City Owner Occupied Rehabilitation Housing Program  
22TFHO16018  
Housing Rehabilitation Program**

**Re: Narrative outline for Recommendation of Construction Contract Award  
For Project: #019.**

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**Project #019**

Construction contract award amounts total: \$40,000.00  
Selected Contractor: Henning Carpentry LLC

**Description of work:**

- Replace 15 windows with white double-pane vinyl windows. Insulate and install finish trim on interior/exterior. Paint any exposed wood if necessary.
- Install new vinyl siding & fan fold insulation. Wrap windows, doors & all exposed lumber as needed. Install metal fascia and vented soffit.
- Install Overflow Pipe from Water Heater TPR valve
- Install new handrail along Basement Stairway
- Upgrade main electrical panel with a larger panel to allow for more breakers, upgrade panel to 200amps if it is only a 100 amp panel. Ensure service wire coming in is big enough to handle 200 amp
- Install new A coil in the furnace. Install pad for central air unit on exterior, with new central air unit. Install new 220 electrical shut-off near A/C unit, and new freon insulated line.

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Office: 402-907-2026

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**BID RESULTS – 2022 David City OOR Program (22TFHO16018)**

Bid Date: 9/23/2024, 5:00 P.M.

Location: SENDD Lincoln Office

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Applicant # 019  
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**Henning Carpentry LLC** **\$40,000.00**

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MIT Contracting \$42,489.22

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Cavapa Plus M No Bid

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Crewline Exteriors No Bid

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EZ Construction No Bid

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**RED = Most Responsible Bid / Line-Item Selections – Total: \$40,000.00**

**NOTE: Contractor's bid does contain a 10% Contingency fund and does include alternate items**

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SEND D Estimate: \$0.00- Excluding Alternate Items



October 25, 2024

City of David City Housing Committee Members

RE: 2022 David City OOR program (22TFHO16018)

Housing Advisory Committee

On 9/23/2024, a bid opening was held at 5:00 P.M., on applicant #019 through the 2022 David City Housing Rehabilitation Program (see attached bid sheet). The following is SENDD's recommendation to the City of David City Housing Advisory Committee Members on the following applicants:

FOR PROJECT #019, our Office recommends to award the contract to: Henning Carpentry LLC in the amount of \$40,000.00 from the Affordable Housing Program (AHP).

Henning Carpentry LLC	Base Bid:	\$39,450.00
31127 South 80th Road - Beatrice, NE 68510	Contingency Fund:	\$550.00
	Total Bid:	\$40,000.00

**Recommend to award contracts:**

Henning Carpentry LLC: \$40,000.00

Total: \$40,000.00

The Sub-Contractor listed above has successfully completed similar projects over the years within communities in SENDD's District using CDBG & NAHTF funds. They are certified in Lead Base Paint training, registered on the SAM system, have the proper insurance coverage and have adequate staffing to complete project #019.

Sincerely,

Cole Hartgerink  
Housing Inspector  
(402) 858-2260  
chartgerink@sendd.org  
SENDD

cc: City of David City  
Housing Advisory Committee Members

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Council member Kevin Woita moved to approve the Southeast Nebraska Development District Recommendation for the 2022 David City Owner-Occupied Rehab Project #020 to MIT Contracting in the amount of \$40,000.00. Council Member Keith Marvin seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0



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October 25, 2024

**2022 David City Owner Occupied Rehabilitation Housing Program  
22TFHO16018  
Housing Rehabilitation Program**

**Re: Narrative outline for Recommendation of Construction Contract Award  
For Project: #020.**

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**Project #020**

Construction contract award amounts total: \$40,000.00  
Selected Contractor: MIT Contracting

**Description of work:**

- Repair 2<sup>nd</sup> floor shower water line leak
- Remove and replace gutters on South side of home with new 5" K-style aluminum gutters, matching current style and color
- Repair and replace damaged wood on exterior staircase
- Remove and replace flooring at back door landing
- Remove and replace back door
- Install new paint grade handrail on front steps
- Install GFCI circuit breaker in the service panel
- Remove and replace main floor bathroom exhaust fan/light.
- Install I-beams to prevent any further bowing/buckling of North Basement wall
- Waterproof North Basement wall
- Install new Furnace & A/C units

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**BID RESULTS – 2022 David City OOR Program (22TFHO16018)**

Bid Date: September 23, 2024, 5:00 P.M.

Location: SENDD Lincoln Office

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Applicant # 020

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MIT Contracting	\$40,000.00
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Henning Carpentry LLC	No Bid
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EZ Construction	No Bid
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Cavapa Plus M	No Bid
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Crewline Exteriors	No Bid
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**RED = Most Responsible Bid / Line-Item Selections – Total: \$40,000.00**

**NOTE: Contractor's bid does contain a 10% Contingency fund and does include alternate items**

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SEND D Estimate: \$8,000.00- Excluding Alternate Items



October 25, 2024

City of David City Housing Committee Members

RE: 2022 David City OOR program (22TFHO16018)

Housing Advisory Committee

On September 23, 2024, a bid opening was held at 5:00 P.M., on applicant #020 through the 2022 David City Housing Rehabilitation Program (see attached bid sheet). The following is SENDD's recommendation to the City of David City Housing Advisory Committee Members on the following applicants:

FOR PROJECT #020, our Office recommends to award the contract to: MIT Contracting in the amount of \$40,000.00 from the Affordable Housing Program (AHP).

MIT Contracting	Base Bid:	\$38,598.27
1481 Bluff RD - Pleasant Dale, NE 68423	Contingency Fund:	\$1,401.73
	Total Bid:	\$40,000.00

**Recommend to award contracts:**

MIT Contracting: \$40,000.00

Total: \$40,000.00

The Sub-Contractor listed above has successfully completed similar projects over the years within communities in SENDD's District using CDBG & NAHTF funds. They are certified in Lead Base Paint training, registered on the SAM system, have the proper insurance coverage and have adequate staffing to complete project #020.

Sincerely,

Brent Pendgraft  
Housing Inspector  
(402) 858-2245  
bpendgraft@sendd.org  
SENDD

cc: City of David City  
Housing Advisory Committee Members

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Council member Keith Marvin made a motion to approve thermal imaging of the electric system through Fast Forward for \$23,000 to find problem areas. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

9/9/24, 10:39 AM

City of David City



## City Of David City

#20240909-101144725

**Issued**  
September 9, 2024  
**Expires**  
December 8, 2024

**Fast Forward**  
412 E 25th St.  
STE C  
Kearney, NE 68847  
United States

Arden Whisenand  
arden@ff-ai.com

**Prepared for**  
**David City Light & Water**  
PO Box 191  
David City, Nebraska 68632-0191  
United States

Nathan Blowmenberg  
Line Foreman  
lineforeman@davidcityne.com  
Brady Harrington  
WESCO Outsidess Sales - Nebraska  
brady.harrington@wescodist.com  
712.454.6081

Fast Forward, a solutions provider located in Kearney, NE builds technology to help electric utilities like David City Light & Water reduce the risk of power outages and wildfires. By using vehicle-based camera systems, crews are able to easily address thousands of structures per day while attaining GIS ready deliverables.

This Exclusive Program is offered exclusively by Fast Forward to allow utilities to implement image based workflows for maintenance and operations. Everything described herein is considered a 'turn-key' service and provided by Fast Forward.

Learn more about how this works here: [www.ff-ai.com/intro](http://www.ff-ai.com/intro)

We are very interested in helping David City Light & Water referred herein as "Client" to optimize workflows related to GIS and image based inspections.

## Scope of Work

Products & Services	Quantity	Unit price	Price
Thermal Imaging of Powerlines - Distribution - Urban Thermal imagery data collection and processing for overhead distribution line. Urban Distribution line estimates approx. 33 poles per mile.  If this is the first time a thermal scan is conducted by Fast Forward, a panoramic 360 imagery line item is required for the first scan.	1	\$23,000.00	\$23,000.00
360 Panoramic Image Layer - Municipality Panoramic imagery used for pre-disaster documentation, system inventorying, and to supplement GIS initiatives. Includes up to (3) GIS asset exports.  -Electric Poles -Street Lights -Fire Hydrants -Manhole Covers -Post mounted Street Signs	1		
One-time subtotal			\$23,000.00
<b>Total</b>			<b>\$23,000.00</b>

## Description of Image Categories

**Panoramic imagery** is used for pre-disaster documentation, system inventorying, and to supplement GIS initiatives. This deliverable includes GIS locations for detected electric poles (if applicable), and panoramic images hosted for the routes driven. [Sample Image](#)

**Thermal Imagery** data collection and processing for overhead distribution line. This deliverable includes thermal images and processing of electric poles, with unlimited reporting via Fast Forward web map. [Sample Image](#)

**High-Resolution Imagery** data collection and processing. This imagery provides exceptional level of inspection detail for component level inspection. **Samples:** [Distribution](#), [Transmission](#), [Substation](#)

## Project Notes, Clarification, and Exceptions

Work is considered 'turn-key' with data collection, processing (where applicable) and image hosting all provided by Fast Forward. Other than intermittent consult by **David City Light & Water**, we expect to handle all aspects of this project.

Some structures may not be visible from the roadway due to vegetation or other physical obstructions, thus images and data may be omitted. Actual image and data quantities may vary from year to year, but contractor shall make best effort in field work.

Unless otherwise specified, panoramic images are not analyzed. They are captured and hosted.

For projects less than 100 miles, data collection is intended to be a single mobilization, with both daytime (panoramic) and nighttime (thermal) being captured in the same month.

Mobile Phone tools - Included

Webmap Usage - Included w/unlimited users

API to **David City Light & Water** GIS Platform - included and where applicable

We remain flexible to adjust this quote and customize it specific to your needs. Customized payment plans are available for multi-year contracts and/or system-wide agreements.

Image Hosting Period: Unless otherwise specified or negotiated for single time contracts, the default hosting period is (18) months.

Fast Forward has a strong focus on excellent customer service and helping utilities implement cost-effective technology. We greatly appreciate your willingness to try something new and look



9/9/24, 10:39 AM

City of David City

for ways to better serve your service territory.

EIN: 87-3042303 & DUNS: 11-912-1562 & [2024 W9](#)

## Other Services offered by Fast Forward include:

- Thermal data collection of Substations, pad mounts, and other electrical assets conducted with handheld cameras and/or aerial platforms.
- Thermal Camera Rental/Leasing is available for organizations that don't have access to an internal use thermal camera.
- Intro to Thermography, a 3 hour class on basic camera operation. This is not a certified class, but intended to get an end user able to verify repairs are completed properly.
- [UTV Rental](#) for those wanting to capture their own panoramic images of private ROW and non-roadway areas.
- sUAS image and data collection, subcontracted to 3rd party, but managed by Fast Forward for a turn-key solution.

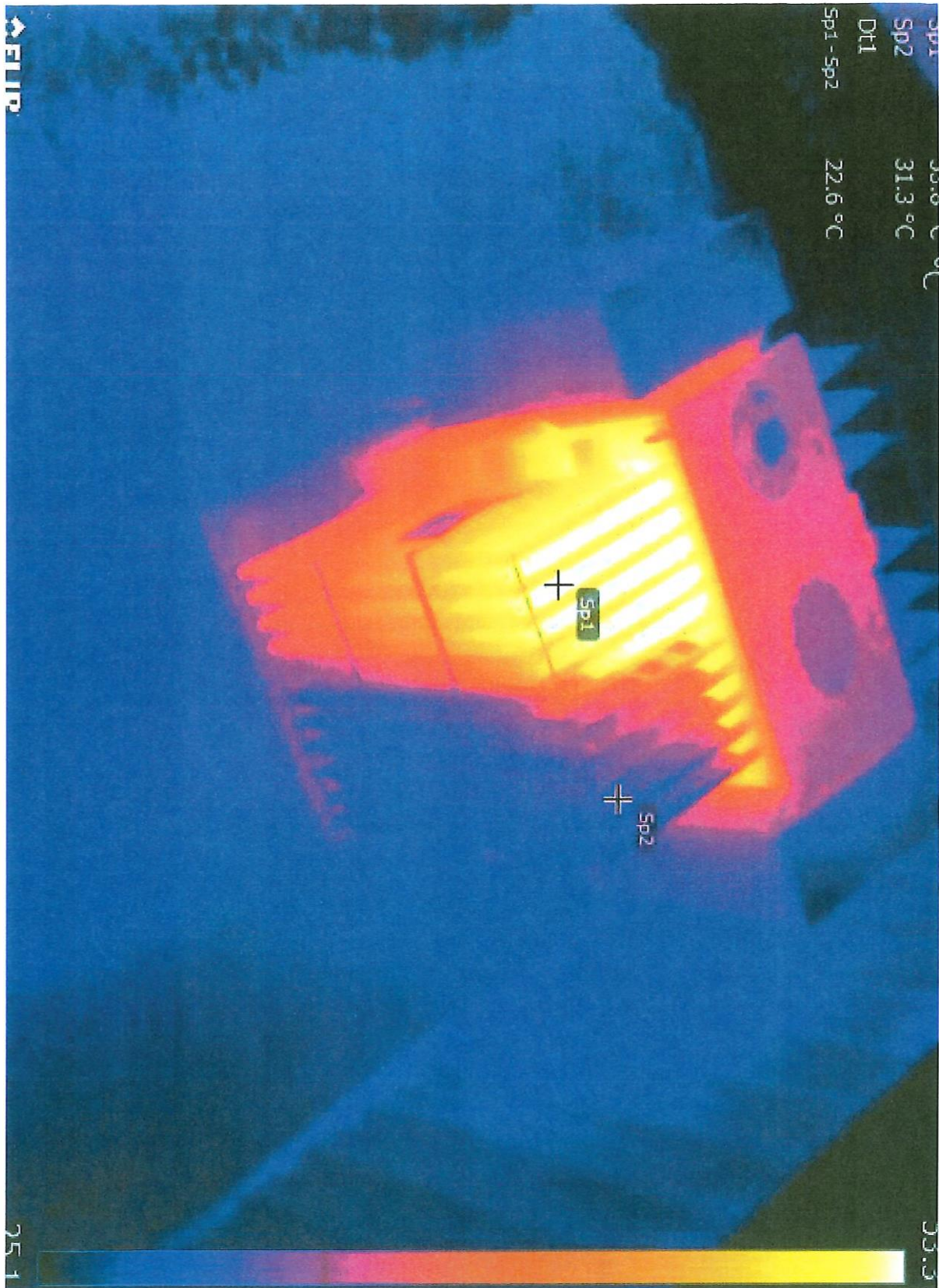
Items above vary based on size, and are quoted accordingly upon request.

## Terms and Conditions

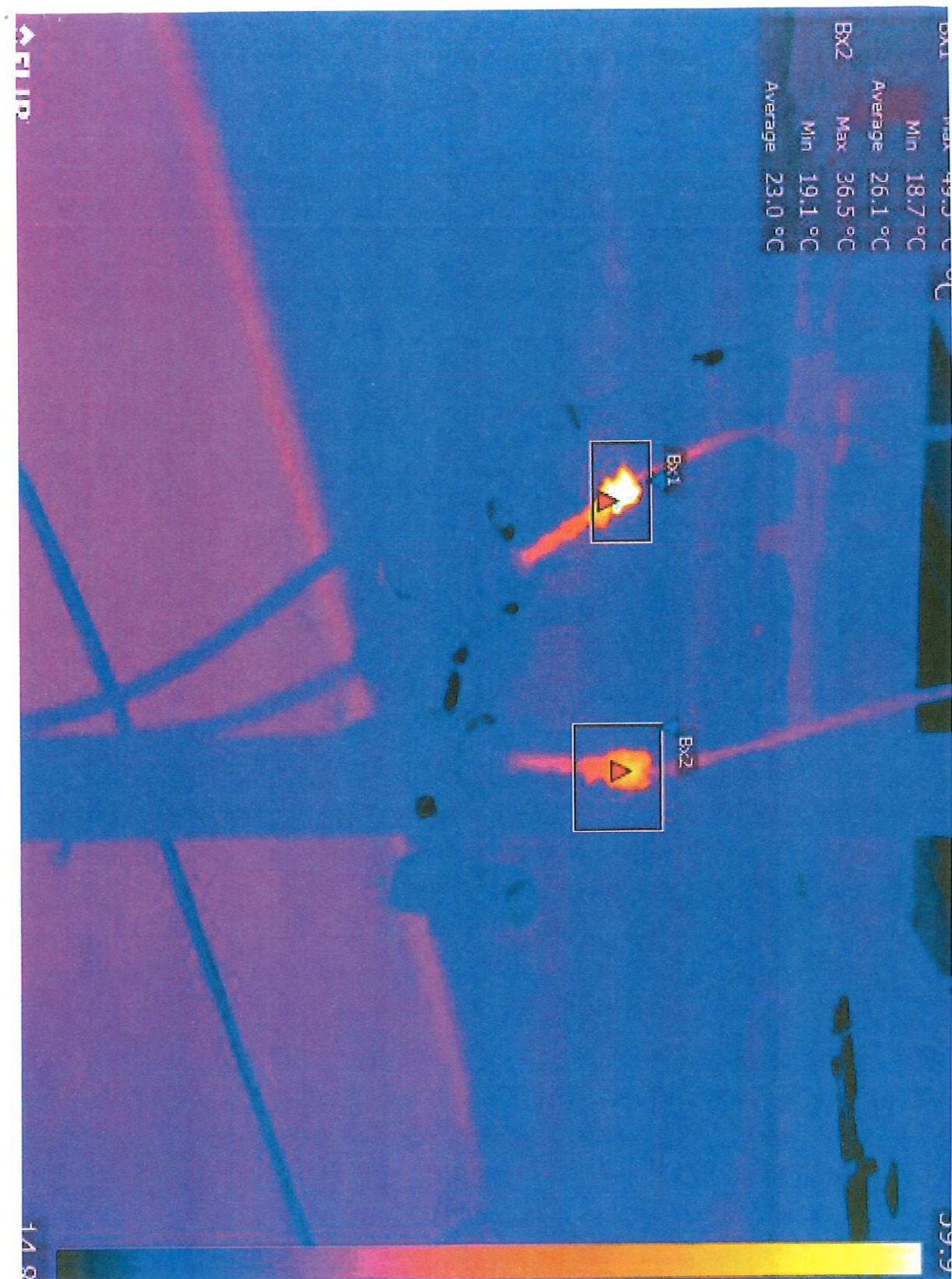
This Proposal and all Services provided by Fast Forward are subject to and governed by Fast Forward's Terms, which can be found [HERE](#), and which are incorporated herein by reference. These Terms govern all Services provided by Fast Forward ("Consultant") and are the sole and exclusive Terms, except as modified by a written agreement signed by authorized representatives of both parties. All Proposals are conditioned on David City Light & Water ("Client") acceptance of these Terms. Fast Forward rejects all other terms or conditions, if any, submitted by Client. Capitalized words herein shall have the meanings set forth in the Terms. By accepting this Proposal, David City Light & Water accepts these Terms.

[Download](#)

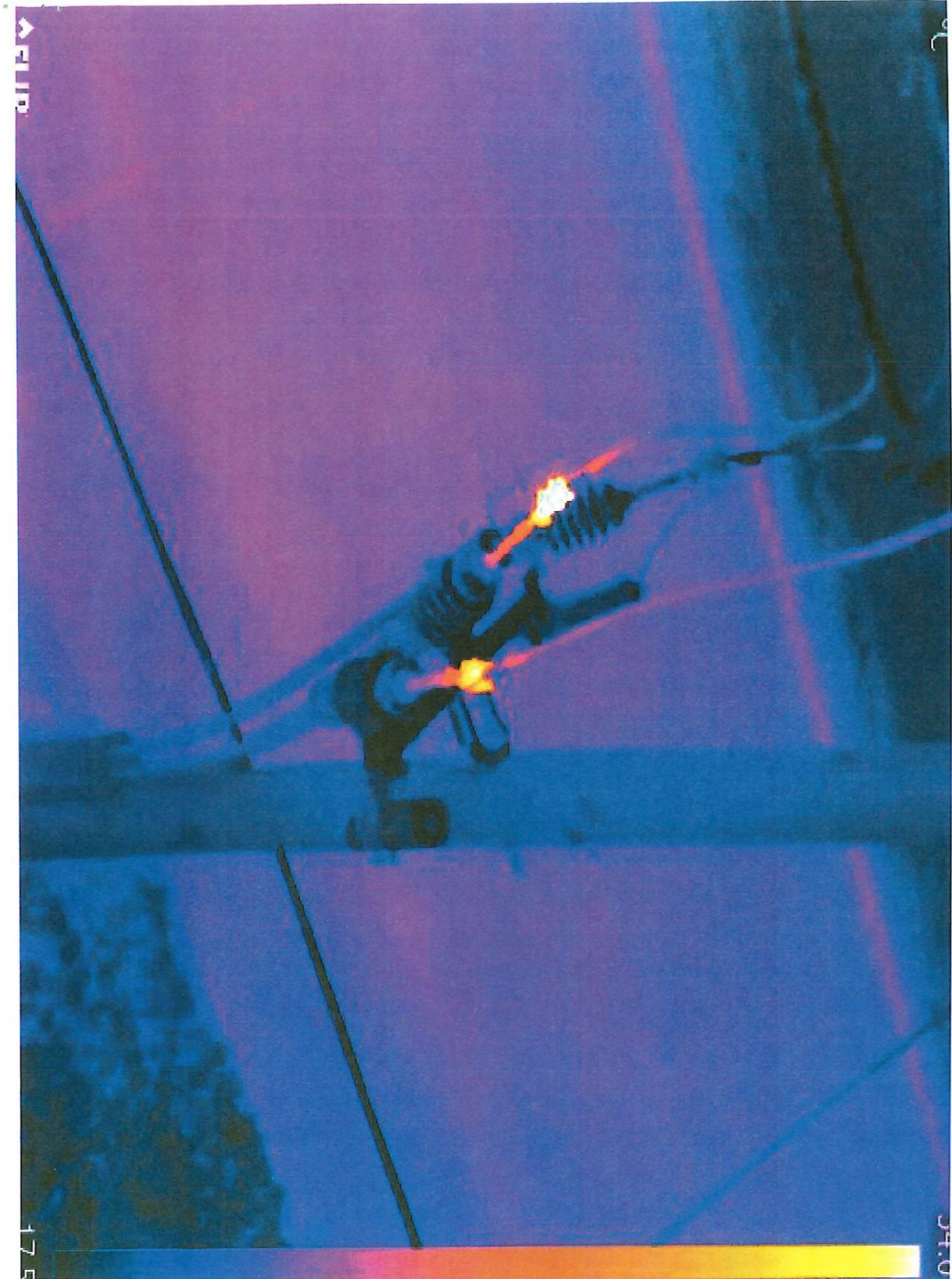
















Rick Schneider, with the Jones Group, introduced himself and stated that the insurance renewals came in lower than he had anticipated, at just under eight percent. He looked at other companies just as a comparison, and their increases were in double digits.

Interim City Administrator Tami Comte stated that she met with the employees and they wanted to stay with Plan 1 which they are currently on.

Council member Kevin Woita made a motion to approve health insurance renewal with Allstate Insurance - Plan 1 for city employees through the Jones Group. Council Member Tom Kobus seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat

Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**We recently notified you that it's time to review your options for the new plan year - here's the information you need for your group to enroll in the new plan year.**

**Consider your plan options**

The table below shows the new rates for your next plan year:

Plan 1

	Employee	Employee & Spouse	Employee & child(ren)	Family	Monthly total
Number of employees with coverage	11	0	2	10	23
Your current rate	\$616.47	\$1,571.98	\$1,202.10	\$2,034.32	\$29,528.57
Your new rate	\$665.73	\$1,697.59	\$1,298.17	\$2,196.88	\$31,888.17
Percentage change	7.99%	7.99%	7.99%	7.99%	7.99%

Plan 2

	Employee	Employee & Spouse	Employee & child(ren)	Family	Monthly total
Number of employees with coverage	11	0	2	10	23
Your current rate	\$616.47	\$1,571.98	\$1,202.10	\$2,034.32	\$29,528.57
Your new rate	\$624.45	\$1,592.32	\$1,217.66	\$2,060.65	\$29,910.77
Percentage change	1.29%	1.29%	1.29%	1.29%	1.29%

**Open Enrollment period for the new plan year**

Your open enrollment period begins 30 days prior to your January 1, 2025 effective date. Employees and dependents must submit their completed enrollment forms no later than January 1, 2025. Enrollment forms will not be accepted after the effective date unless the enrollee has a Qualifying Life Event. Employees who do not submit their enrollment forms by the due date will not be eligible for coverage until the next open enrollment period.

Please review all of the attachments, including the new plan offer. If this plan design no longer fits your needs, please contact your agent to discuss alternative options that may be available for your group.





Group Name: CITY OF DAVID CITY Group Number: L190484

Effective Date: 01/01/2025

SIC Code: 91100

Location Name: BUTLER Zip Code: 68632

Location Type: Main

### Plan/Rate Summary

Please review this proposal. If you are ready to move forward, contact your Licensed Agent or Sales Representative to discuss the next steps.

Plans quoted in this proposal: 2

Plan Name	Plan 1	Plan 2
Plan Type	Traditional	Traditional
Medical Plan Design	SELF-FUNDED HSA PPO PLAN	SELF-FUNDED HSA PPO PLAN
Individual Deductible	\$3,500 In-network/\$7,000 Out-of-network	\$3,500 In-network/\$7,000 Out-of-network
Family Deductible	\$7,000 In-network/\$14,000 Out-of-network	\$7,000 In-network/\$14,000 Out-of-network
Coinsurance	100% In-network/70% Out-of-network	90% In-network/80% Out-of-network
Total Ind Plan OOP Maximum	\$3,500 In-network/\$14,000 Out-of-network	\$5,000 In-network/\$15,000 Out-of-network
Total Fam Plan OOP Maximum	\$7,000 In-network/\$28,000 Out-of-network	\$10,000 In-network/\$30,000 Out-of-network
Family Deductible Accumulation Method	Embedded deductible	Embedded deductible
PCP/Specialist Visit	Deductible and coinsurance	Deductible and coinsurance
Telemedicine Vendor(s)	Reuro Health Virtual Services, Vori Health	Reuro Health Virtual Services, Vori Health
Reuro Health Virtual Services	\$35 per visit for Virtual Urgent Care \$45 per visit for Virtual Counseling	\$35 per visit for Virtual Urgent Care \$45 per visit for Virtual Counseling
Vori Health Virtual Muscle and Joint Care Telemedicine	\$0 copay for initial evaluation \$0 copay for 12-month treatment plans for knee, lumbar spine, cervical spine, hip, and/or shoulder pain  Other Vori Health covered charges subject to deductible and coinsurance	\$0 copay for initial evaluation \$0 copay for 12-month treatment plans for knee, lumbar spine, cervical spine, hip, and/or shoulder pain  Other Vori Health covered charges subject to deductible and coinsurance
Urgent Care Visit	Deductible and coinsurance	Deductible and coinsurance
Medical Network	Aetna Signature Administrators ® PPO	Aetna Signature Administrators ® PPO
OP Surgery	Deductible and coinsurance	Deductible and coinsurance
Pharmacy Benefit Manager	CIGNA PBM	CIGNA PBM
Rx Coverage (Generic/Brand/ Non-preferred brand)	Deductible and coinsurance	Deductible and 90% for generic 90% for brand 70% for non-preferred brand
DXL	Deductible and coinsurance	Deductible and coinsurance
ER Treatment	Deductible and coinsurance	Deductible and coinsurance
AME	N/A	N/A
Deductible and OOP Accrual Period	Calendar Year, deductible credit included	Calendar Year, deductible credit included
Run Out Period	6 months	6 months
Delayed Administration Fee	50%	50%
HSA Eligible	Yes	Yes
Wellness Program	No	No
Papa Caregiver	10 hours per employee per calendar year	10 hours per employee per calendar year
Cancer Coach by Osara Health	Included	Included
Dental	No	No
Vision	No	No
Total Cost	\$31,888.17	\$29,910.77

**Plan Selection Notes:**

The Self-Funded Program through Allstate Benefits provides tools for employers owning small to mid-sized businesses to establish a self-funded health benefit plan for their employees. The benefit plan is established by the employer and is not an insurance product. For employers in the Self-Funded Program, stop-loss insurance is underwritten by: Integon National Insurance Company in NY and VT; and National Health Insurance Company in WA, CO, and all other states where offered. Allstate Benefits is the marketing name used by these companies for the Self-Funded Program. These companies are subsidiaries of Allstate.





Group Name: CITY OF DAVID CITY  
 Effective Date: 01/01/2025  
 SIC Code: 91100  
 Zip Code: 68632

Location Name: BUTLER  
 Location Type: Main

Stop-Loss Insurance and Financial Details		
	Plan 1	Plan 2
Specific Attachment Point	\$100,000.00	\$50,000.00
Annual Aggregate Attachment Point	\$118,826.04	\$111,028.80
<b>Monthly Bill Medical</b>		
Employee	\$865.73	\$824.45
Employee + Spouse	\$1,697.59	\$1,592.32
Employee + Child	\$1,298.17	\$1,217.88
Family	\$2,196.88	\$2,060.65
Stop-loss Premium	\$17,799.09	\$16,725.58
Admin, Sales and General Expenses	\$4,186.91	\$3,932.81
Claims Account	\$9,902.17	\$9,252.40
<b>Total</b>	<b>\$31,888.17</b>	<b>\$29,910.77</b>

The Self-Funded Program through Allstate Benefits provides tools for employers owning small to mid-sized businesses to establish a self-funded health benefit plan for their employees. The benefit plan is established by the employer and is not an insurance product. For employers in the Self-Funded Program, stop-loss insurance is underwritten by: Integon National Insurance Company in NY and VT; and National Health Insurance Company in WA, CO, and all other states where offered. Allstate Benefits is the marketing name used by these companies for the Self-Funded Program. These companies are subsidiaries of Allstate.



Benefit Summary

Business Name: CITY OF DAVID CITY	County: BUTLER	Group #: L190484	HCR Indicator:
Agent: Dan Schwartzkopf	State: NE ZIP 68632	Proposed Effective Date: 01/01/2025	Location Name: BUTLER
Agent Phone: (402) 463-1881	Size Category: S	SIC Code: 91100	Location Type: Main
Proposal Creation Date: 10/01/2024			

Plan 1	
Plan type:	Self-funded PPO, Level-funded plan
Medical Network	Aetna Signature Administrators @ PPO <a href="http://www.aetna.com/asa">www.aetna.com/asa</a>
Individual Deductible	\$3,500 In-network/\$7,000 Out-of-network
Family Deductible	\$7,000 In-network/\$14,000 Out-of-network
Family Deductible Accumulation Method	Embedded deductible
Plan Coinsurance Percentage (plan pays)	100% In-network/70% Out-of-network
Individual Coinsurance out-of-pocket maximum (family coinsurance out-of-pocket maximum is 2 x the individual coinsurance out-of-pocket maximum)	\$0 In-network/\$7,000 Out-of-network
Total Individual out-of-pocket maximum	\$3,500 In-network/\$14,000 Out-of-network
Total Family out-of-pocket maximum	\$7,000 In-network/\$28,000 Out-of-network
Lifetime Benefit Maximum	No maximum
Office Visit * (does not require a referral)	Deductible and coinsurance
Recuro Health Virtual Services Virtual Urgent Care: U.S. board-certified doctors and medical providers are available 24/7/365 to diagnose, treat and prescribe medication (when necessary) for many minor illnesses and injuries via phone or online video visits. Virtual Counseling: Licensed therapists can help with a wide range of mental and emotional health needs. Receive ongoing support, on your schedule, from the comfort and privacy of your own home via phone or online video visits in as little as 48 hours.	\$35 per visit for Virtual Urgent Care \$45 per visit for Virtual Counseling
Vori Health A nationwide specialty medical practice delivering virtual-first muscle and joint pain solutions to help members get back to their lives faster. With Vori Health, members will get treatment from a specialty physician, physical therapist, and health coach who work together to manage all aspects of care. This holistic model reduces unnecessary surgeries, lowers spend, and improves outcomes.	\$0 copay for initial evaluation \$0 copay for 12-month treatment plans for knee, lumbar spine, cervical spine, hip, and/or shoulder pain  Other Vori Health covered charges subject to deductible and coinsurance
Pharmacy Benefit Manager	CIGNA PBM
Prescription Drugs When generic is available, but a non-preferred brand is purchased, the member will be responsible for the difference in price. (Mail order services included)	Deductible and coinsurance

The Self-Funded Program through Allstate Benefits provides tools for employers owning small to mid-sized businesses to establish a self-funded health benefit plan for their employees. The benefit plan is established by the employer and is not an insurance product. For employers in the Self-Funded Program, stop-loss insurance is underwritten by: Integon National Insurance Company in NY and VT; and National Health Insurance Company in WA, CO, and all other states where offered. Allstate Benefits is the marketing name used by these companies for the Self-Funded Program. These companies are subsidiaries of Allstate.



Benefit Summary

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Agent: Dan Schwartzkopf	County: BUTLER	Location Name: BUTLER
Agent Phone: (402) 463-1881	State: NE ZIP 68632	Location Type: Main
Proposal Creation Date: 10/01/2024	Proposed Effective Date: 01/01/2025	Size Category: S
		SIC Code: 91100

<b>Clinical Preventive Services:</b> Services recommended by the U.S. Preventive Services Task Force (USPSTF) including routine physical exams, associated imaging and laboratory services such as mammograms, well-child exams and immunizations. *	Paid at 100% - no deductible, coinsurance
<b>Urgent Care Visit *</b>	Deductible and coinsurance
<b>Diagnostic X-ray and Laboratory services *</b>	Deductible and coinsurance
<b>MRI, CT scan, PET scan Ultrasound, EKG, chemotherapy, radiation therapy, dialysis and BRCA</b>	Deductible and coinsurance
<b>Emergency Room Treatment</b> Subject to a 30% penalty for non-emergency use *	Deductible and coinsurance
<b>Maternity</b>	Deductible and coinsurance
<b>Outpatient Physical Medicine</b> Includes physical, speech and occupational therapies, cardiac and pulmonary rehabilitation, treatment for development delay and Chiropractic care.	Deductible and coinsurance limited to 30 visits
<b>Home Health Care</b>	Limited to 60 visits
<b>Subacute Rehabilitation and Nursing Facility Services</b>	Limited to 31 days combined
<b>Inpatient Rehabilitation Services</b>	Limited to 31 days
<b>Transplants</b> Covered the same as any other service when performed by a designated provider.	Deductible and coinsurance
<b>Behavioral Health and Substance Abuse for groups with 50 employees and less.</b>	Inpatient: limited to 30 days. Inpatient and Outpatient: subject to deductible and 50% coinsurance. Outpatient: limited to 40 visits.
<b>Behavioral Health and Substance Abuse for groups with 51 or more employees.</b>	Inpatient and Outpatient: subject to plan deductible and plan coinsurance.
<b>Inpatient and Outpatient Hospital*, Physician Services, Maternity Care, Ambulance, Durable Medical Equipment, and most other covered services</b>	Deductible and coinsurance

\*Services performed by an out-of-network provider are subject to the out-of-network deductible and coinsurance.

The Self-Funded Program through Allstate Benefits provides tools for employers owning small to mid-sized businesses to establish a self-funded health benefit plan for their employees. The benefit plan is established by the employer and is not an insurance product. For employers in the Self-Funded Program, stop-loss insurance is underwritten by: Integon National Insurance Company in NY and VT; and National Health Insurance Company in WA, CO, and all other states where offered. Allstate Benefits is the marketing name used by these companies for the Self-Funded Program. These companies are subsidiaries of Allstate.



Benefit Summary

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Agent Phone: (402) 463-1881	Proposed Effective Date: 01/01/2025	Size Category: S	Location Type: Main
Proposal Creation Date: 10/01/2024			SIC Code: 91100

Plan 2	
<b>Plan type:</b> Self-funded PPO, Level-funded plan	
<b>Medical Network</b>	Aetna Signature Administrators @ PPO <a href="http://www.aetna.com/asa">www.aetna.com/asa</a>
<b>Individual Deductible</b>	\$3,500 In-network/\$7,000 Out-of-network
<b>Family Deductible</b>	\$7,000 In-network/\$14,000 Out-of-network
<b>Family Deductible Accumulation Method</b>	Embedded deductible
<b>Plan Coinsurance Percentage (plan pays)</b>	90% In-network/60% Out-of-network
<b>Individual Coinsurance out-of-pocket maximum</b> (family coinsurance out-of-pocket maximum is 2 x the individual coinsurance out-of-pocket maximum)	\$1,500 In-network/\$8,000 Out-of-network
<b>Total Individual out-of-pocket maximum</b>	\$5,000 In-network/\$15,000 Out-of-network
<b>Total Family out-of-pocket maximum</b>	\$10,000 In-network/\$30,000 Out-of-network
<b>Lifetime Benefit Maximum</b>	No maximum
<b>Office Visit * (does not require a referral)</b>	Deductible and coinsurance
<b>Recuro Health Virtual Services</b> Virtual Urgent Care: U.S. board-certified doctors and medical providers are available 24/7/365 to diagnose, treat and prescribe medication (when necessary) for many minor illnesses and injuries via phone or online video visits. Virtual Counseling: Licensed therapists can help with a wide range of mental and emotional health needs. Receive ongoing support, on your schedule, from the comfort and privacy of your own home via phone or online video visits in as little as 48 hours.	\$35 per visit for Virtual Urgent Care \$45 per visit for Virtual Counseling
<b>Vori Health</b> A nationwide specialty medical practice delivering virtual-first muscle and joint pain solutions to help members get back to their lives faster. With Vori Health, members will get treatment from a specialty physician, physical therapist, and health coach who work together to manage all aspects of care. This holistic model reduces unnecessary surgeries, lowers spend, and improves outcomes.	\$0 copay for initial evaluation \$0 copay for 12-month treatment plans for knee, lumbar spine, cervical spine, hip, and/or shoulder pain  Other Vori Health covered charges subject to deductible and coinsurance
<b>Pharmacy Benefit Manager</b>	CIGNA PBM
<b>Prescription Drugs</b> When generic is available, but a non-preferred brand is purchased, the member will be responsible for the difference in price. (Mail order services included)	Deductible and 90% for generic 90% for brand 70% for non-preferred brand

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Benefit Summary

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Agent Phone: (402) 463-1881	Size Category: S	SIC Code: 91100	Location Type: Main
Proposal Creation Date: 10/01/2024			

<b>Clinical Preventive Services:</b> Services recommended by the U.S. Preventive Services Task Force (USPSTF) including routine physical exams, associated imaging and laboratory services such as mammograms, well-child exams and immunizations. *	Paid at 100% - no deductible, coinsurance
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<b>MRI, CT scan, PET scan Ultrasound, EKG, chemotherapy, radiation therapy, dialysis and BRCA</b>	Deductible and coinsurance
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Plan Description

Business Name: CITY OF DAVID CITY	County: BUTLER	Group #: L190484	HCR Indicator:
Agent: Dan Schwartzkopf	State: NE ZIP 68632	Proposed Effective Date: 01/01/2025	Location Name: BUTLER
Agent Phone: (402) 463-1881	Size Category: S		Location Type: Main
Proposal Creation Date: 10/01/2024			SIC Code: 91100

Plan #	Plan Description Medical	Medical Network	Plan ID
1	100/70 SELF-FUNDED HSA PPO PLAN WITH DEDUCTIBLE/COINSURANCE, 3500/7000 DEDUCTIBLE AND Major Medical Monthly Total: \$31,888.17	Aetna Signature Administrators ® PPO	19294832
2	90/60 SELF-FUNDED HSA PPO PLAN WITH DEDUCTIBLE/COINSURANCE, 3500/7000 DEDUCTIBLE AND Major Medical Monthly Total: \$29,910.77	Aetna Signature Administrators ® PPO	19294833

The information below is for internal use only. The Composite Rate represents the components of the Claim Funding, Stop-loss, and the Sales and Administration expenses by coverage category.

Plan 1 Composite Medical	Employer Claims Account	Stop-Loss Premium	Administrative and Program Expenses
EE	\$206.73	\$371.59	\$87.41
EE & SP	\$527.15	\$947.55	\$222.89
EE & CH (NO SP)	\$403.12	\$724.60	\$170.45
EE & FAM (Includes CH & SP)	\$682.19	\$1,226.24	\$288.45

Plan 2 Composite Medical	Employer Claims Account	Stop-Loss Premium	Administrative and Program Expenses
EE	\$193.18	\$349.18	\$82.11
EE & SP	\$492.58	\$890.40	\$209.38
EE & CH (NO SP)	\$376.67	\$680.89	\$160.10
EE & FAM (Includes CH & SP)	\$637.43	\$1,152.28	\$270.94

AHGroupID: H0383471

Original Effective Date: 01/01/2024

Policy Number: L190484

Original Policy Number:

**PLEASE FORWARD THIS FORM WITH THE FINAL PROPOSAL TO ADMIN OFFICE**

The Self-Funded Program through Allstate Benefits provides tools for employers owning small to mid-sized businesses to establish a self-funded health benefit plan for their employees. The benefit plan is established by the employer and is not an insurance product. For employers in the Self-Funded Program, stop-loss insurance is underwritten by: Integon National Insurance Company in NY and VT; and National Health Insurance Company in WA, CO, and all other states where offered. Allstate Benefits is the marketing name used by these companies for the Self-Funded Program. These companies are subsidiaries of Allstate.

Council member Bruce Meysenburg introduced Ordinance No. 1499 confirming the sale of a portion of parcel #120004018 to Jeremy & Amy Abel. Mayor Jessica Miller read Ordinance No. 1499 by title.

Council member Keith Marvin made a motion to suspend the statutory rule requiring that an Ordinance be read on three separate days. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to pass and adopt Ordinance No. 1499 confirming the sale of a portion of parcel #120004018 to Jeremy & Amy Abel. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

### **ORDINANCE NO. 1499**

#### **AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, CONFIRMING THE SALE OF REAL PROPERTY LOCATED IN DAVID CITY, BUTLER COUNTY, NEBRASKA;**

**WHEREAS**, the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**") owns that certain real property located in the City as legally described and depicted in **EXHIBIT A**, attached hereto and incorporated herein by this reference ("**Property**"); and

**WHEREAS**, City passed Resolution 23 -2024 thereby accepting the bid of Jeremy W. Abel and Amy J. Abel, husband and wife (collectively, "**Buyer**") of Four Thousand Five-Hundred Dollars and Zero Cents (\$4,500.00) for the Property and authorizing the City to execute that certain Purchase and Sale Agreement, an executed copy of which is attached hereto and incorporated herein as **EXHIBIT B**; and

**WHEREAS**, pursuant to Nebraska Revised Statutes section 17-503(2), City must publish the terms of such sale in a legal newspaper of general circulation in the City once a week for three consecutive weeks (collectively, "**Notice**"); and

**WHEREAS**, City did in fact provide Notice by publishing in the Banner-Press newspaper on September 19, 2024, September 26, 2024, and October 3, 2024 thereby satisfying this statutory notice requirement; and

**WHEREAS**, section 17-503(3) of the Nebraska Revised Statutes further requires that for a period of thirty (30) days beginning after the third publication of Notice, the registered voters of the City may submit a "**Remonstrance Petition**" thereby stopping City from selling the Property for one (1) year ("**Right of Remonstrance Period**"); and

**WHEREAS**, the Right of Remonstrance Period for the Property began on October 4, 2024 and concluded on November 4, 2024 and during such time City did not receive a Remonstrance Petition; and



**WHEREAS**, City desires to confirm its conveyance of the Property to Buyer pursuant to section 17-503(5) of the Nebraska Revised Statutes and to authorize City to execute that certain quitclaim deed attached hereto and incorporated herein as **EXHIBIT C** ("**Deed**");

**WHEREAS**, City finds it in the best interest of the City to convey the Property to Buyer.

**NOW, THEREFORE, BE IT ORDAINED**, the Mayor and City Council of the City of David City, Nebraska, hereby agrees as follows:

1. City hereby sells and conveys the Property to Buyer as of the date of this ordinance pursuant to section 17-503(5) of the Nebraska Revised Statutes.
2. The Mayor and City Clerk are hereby authorized to execute all documents as reasonably necessary to convey the Property to Buyer including the Deed in substantially the form as shown in Exhibit C.

Passed and approved this 13<sup>th</sup> day of November, 2024.

---

Mayor Jessica Miller

ATTEST:

---

City Clerk Tami Comte

**EXHIBIT A**

**The Property**

**Legal Description:**

The Southern Forty (40) Feet of Lot 1, Block 1, Miles 4th Addition to the City of David City, in Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska.

**EXHIBIT B**

**Copy of Executed Purchase and Sale Agreement**

(SEE ATTACHED)

**REAL ESTATE PURCHASE AGREEMENT**

This **REAL ESTATE PURCHASE AGREEMENT** ("**Agreement**") is effective as of the date last written below ("**Effective Date**") by and between **THE CITY OF DAVID CITY NEBRASKA**, a municipal corporation and city of the second class ("**Seller**") and **JEREMY W. ABEL** and **AMY J. ABEL**, husband and wife (collectively, "**Buyer**"). This Agreement refers to Seller and Buyer individually as a "**Party**" and collectively as the "**Parties**."

**RECITALS**

A. Seller owns that certain real property in Butler County, Nebraska, as shown on **EXHIBIT A**, attached hereto and incorporated herein ("**Property**"); and

B. Buyer wishes to purchase and Seller wishes to sell the Property subject to this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing Recitals which the Parties hereby incorporate herein and for other good and valuable consideration the receipt and sufficiency of which the Parties each acknowledge and accept, the Parties hereby agree as follows:

**AGREEMENT**

1. **Property**. Seller agrees to sell and Buyer agrees to purchase all of Seller's right, interest, and title in and to the Property.

a. **Right of Remonstrance Period**. Seller's obligation to convey the Property to Buyer is expressly conditional upon the Property satisfying the thirty (30)-day statutory Right of Remonstrance Period as section 17-503(3) of the Nebraska Revised Statutes so requires ("**Right of Remonstrance Period**"). In the event Seller is unable to convey the Property as a result of a validly submitted remonstrance petition, pursuant to section 17-503(1) of the Nebraska Revised Statutes, this Agreement shall automatically terminate and Seller shall return the Earnest Deposit (defined below) to Buyer. Notwithstanding anything in this Agreement to the contrary, Seller's execution of the Quitclaim Deed (defined below) shall not constitute a waiver of this statutory requirement nor an acknowledgement of its satisfaction and the only evidence of the Seller's satisfaction of the Right of Remonstrance Period and this condition of Seller's obligation to convey the Property is Seller's passing of an ordinance confirming the sale of the Property pursuant to section 17-503(5) of the Nebraska Revised Statutes.

2. **Purchase Price**. Buyer shall pay and Seller shall accept Four Thousand and Five-Hundred Dollars and Zero Cents (\$4,500.00) ("**Purchase Price**") for the Property. Such Purchase Price is due and payable to Seller at the Closing Date (defined below).

3. **Earnest Deposit**. Buyer will pay to Seller within five (5) business days after the Effective Date an earnest money deposit of Five Hundred Dollars and Zero Cents (\$500.00) ("**Earnest Deposit**"). The Earnest Deposit shall be nonrefundable to Buyer except as specifically provided in this Agreement but will be applied toward payment of the Purchase Price at Closing. If Buyer fails to remit the Earnest Deposit as provided above Seller may terminate this Agreement at its sole discretion by providing written notice to Buyer.

4. **Closing.** Closing of the sale of the Property ("**Closing**") shall take place as soon as possible after Seller confirms the conveyance of the Property to Buyer by ordinance pursuant to section 17-503(5) of the Nebraska Revised Statutes ("**Closing Date**"). Closing shall occur at Seller's offices located at 490 E Street, David City, Nebraska 68632. If the Closing Date falls on a weekend day or a banking holiday, the Closing Date shall be the next business day thereafter. Seller agrees not to sell, lease, or otherwise convey or encumber, all or a portion of, the Property between the Effective Date and the Closing Date. The Parties may extend the Closing Date by mutual written consent.

a. At Closing, Seller shall deliver to Buyer:

- (1) A duly executed and acknowledged Quitclaim Deed for the Property;
- (2) A non-foreign person affidavit reasonably acceptable to Buyer, if section 76-2,141 of the Nebraska Revised Statutes so requires one;
- (3) All other Seller documents necessary to close this transaction in accordance with the terms of this Agreement; and
- (4) Possession of the Property.

b. At Closing, Buyer shall deliver to Seller:

- (1) The Purchase Price;
- (2) All other Buyer documents necessary to close this transaction in accordance with the terms of this Agreement.

5. **Expenses to be Paid at or Prior to Closing.**

a. Seller shall pay on or before Closing: Half of the costs of any escrow or closing fee, if any; all applicable real estate transfer taxes; all of Seller's attorney's fees; the cost of preparation of the Quitclaim Deed; and all other expenses stipulated to be paid by Seller under other provisions of this Agreement.

b. Buyer shall pay in cash on or before Closing: All of the cost of any title insurance policy and endorsements, environmental surveys or other studies on the Property that Buyer elects in its sole cost and discretion to obtain; half of the costs of any escrow or closing fee, if any; all costs of recording the Quitclaim Deed (excluding real estate transfer taxes); all of Buyer's attorney's fees; and all other expenses stipulated to be paid by Buyer under other provisions of this Agreement.

6. **Prorations.**

a. **Real Estate Taxes.** All real estate taxes becoming delinquent in the year Closing occurs shall be prorated between the Parties as of the Closing Date. Real estate tax proration shall be based upon the then-most current property valuations and upon the most current tax rate as determined by law.

b. **Association Dues and Special Assessments.** All association dues and assessments and all special assessments for public improvements due and payable but not yet delinquent or for which construction commences as of the Closing Date, if any, shall be prorated between the Parties as of the Closing date.

7. **Default.** Unless this Agreement otherwise provides, if Seller fails or refuses, in violation of this Agreement, to comply with any obligation herein, Buyer's only remedies shall be to either (a) terminate this Agreement, in which event Seller shall return the Earnest Deposit to Buyer, or (b) bring an action to specifically enforce this Agreement; provided, if Buyer fails to bring any such action within one-hundred and eighty (180) days after the Closing Date Buyer shall forfeit and waive any such right to such remedy. In the event Buyer fails or refuses, in violation of this Agreement, to comply with any obligation set forth herein, Seller's sole and only remedy shall be to terminate this Agreement and retain as Seller's property the Earnest Deposit.

8. **No Seller Representations.** The Parties acknowledge and accept that Seller makes no representations of any kind with respect to the title to or the condition of the Property. Buyer acknowledges, agrees, and accepts that at Closing Seller will provide and Buyer will accept a Quitclaim Deed for the Property. Buyer waives any and all claims against Seller related to the Property. This provision shall specifically survive closing and shall not merge into the Quitclaim Deed. Seller is a municipal corporation of the State of Nebraska, and Buyer's rights and remedies against Seller hereunder are expressly limited by that fact and by applicable law related to Nebraska municipal corporations.

9. **Condemnation.** If prior to Closing, condemnation proceedings commence against all or a portion of the Property, Buyer, at Buyer's option, may terminate this Agreement by written notice to Seller within ten (10) business days after Buyer receives notice of such condemnation proceedings. If Buyer elects to terminate the Agreement neither party shall have any further rights or obligations pursuant to this Agreement as to such Property (unless otherwise provided herein to survive such termination). If Buyer does not elect to terminate the Agreement, the Parties shall close this Agreement without adjustment to the Purchase Price and Buyer shall have the right to participate with Seller in such condemnation proceedings prior to Closing, and appear on its own behalf following Closing. Any condemnation award or payment in lieu of such condemnation proceeds made after Closing shall belong to Buyer but shall not reduce the Purchase Price for the Property.

10. **Brokers' Fees.** Neither Party engaged the services of a real estate broker in connection with this Agreement. Each Party hereto shall indemnify and hold the other party harmless (which indemnification shall survive Closing or any termination of this Agreement) from any and all claims and/or expense resulting to the indemnified party by reason of such representation being incorrect.

11. **“As-Is” Purchase.** BUYER'S PURCHASE OF THE PROPERTY HEREUNDER is “AS-IS”, “WHERE-IS” AND “WITH ALL FAULTS”, AND BUYER IS CONCLUDING THIS PURCHASE SOLELY ON ITS OWN INSPECTION AND INVESTIGATION OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE ANY REPRESENTATIONS AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT ON WHICH BUYER IS RELYING AS TO ANY MATTERS CONCERNING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE REAL ESTATE, IMPROVEMENTS, LEASES, CONTRACTS, DEVELOPMENT RIGHTS, TAXES, BONDS, PERMISSIBLE USES, WATER OR WATER RIGHTS, TOPOGRAPHY, UTILITIES, ZONING, SOIL, SUBSOIL, THE PURPOSES FOR WHICH THE PROPERTY IS TO BE USED, DRAINAGE, ENVIRONMENTAL OR BUILDING LAWS, RULES OR REGULATIONS, OR ANY OTHER REPRESENTATIONS OR WARRANTIES). UPON CLOSING ON THE PURCHASE OF THE PROPERTY, BUYER HEREBY WAIVES ANY CLAIM IT MAY HAVE AGAINST SELLER AS TO MATTERS RELATED TO THE PROPERTY OR SELLER OF WHICH BUYER HAS KNOWLEDGE AT CLOSING. THE PROVISION OF THIS SECTION SHALL EXPRESSLY SURVIVE CLOSING.

12. **Notice.** Any notice required hereunder shall be sent to the following addresses unless the Parties agree, in writing, to change the following:

To SELLER:

The City of David City, Nebraska  
c/o Tami Comte  
490 E Street, P.O. Box 191  
David City, NE 68632  
[tcomte@davidcityne.gov](mailto:tcomte@davidcityne.gov)  
(402) 367-3135

With a Copy To:

Baird Holm LLP  
c/o David C. Levy  
1700 Farnam Street, Suite 1500  
Omaha, NE 68102-2068  
(402) 344-0500  
[dlevy@bairdholm.com](mailto:dlevy@bairdholm.com)

To BUYER:

Jeremy W. & Amy J. Abel

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a Copy To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. **Governing Law.** The laws of the State of Nebraska shall govern this Agreement and any action hereunder shall be brought only in the state or federal court having jurisdiction in Butler County, Nebraska.

14. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

15. **Severability.** If any one or more of the provisions of this Agreement are held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties and cannot be modified except with the Parties' mutual, written consent.

17. **Counterparts.** This Agreement may be executed in a number of identical counterparts and each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one Agreement.

18. **No Oral Modification.** The Parties may not modify or amend this Agreement without executing a signed writing both Parties execute.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURES FOLLOW]**



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

**SELLER**

**THE CITY OF DAVID CITY, NEBRASKA,**  
a municipal corporation and city of the second class

By:   
Jessica Miller, Mayor

Date: 9/11/2024

**BUYER**

**JEREMY W. ABEL and AMY J. ABEL,**  
husband and wife

  
Jeremy W. Abel

Date: 9-13-2024

  
Amy J. Abel

Date: 9-13-24

**EXHIBIT A**

DESCRIPTION OF PROPERTY

Legal Description:

The Southern Forty (40) Feet of Lot 1, Block 1, Miles 4th Addition to the City of David City, in Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska.

**EXHIBIT A**

6473321.1

**EXHIBIT B**

**EXHIBIT C**

**Form of Quitclaim Deed**

(SEE ATTACHED)

(Above space reserved for Register of Deeds)

Prepared By and Return to:


City of David City  
c/o Tami Comte  
490 E Street, P.O. Box 191  
David City, NE 68632

**QUITCLAIM DEED**

**THE CITY OF DAVID CITY, NEBRASKA**, a municipal corporation and city of the second class ("**Grantor**"), for One Dollar and Zero Cents (\$1.00), and other good and valuable consideration the receipt and sufficiency of which the Parties hereby acknowledge and accept, hereby conveys and quitclaims to **JEREMY W. ABEL** and **AMY J. ABEL**, husband and wife (collectively, "**Grantee**"), all right, title and interest in and to, whether beneficial or actual, that certain real estate (as Nebraska Revised Statutes section 76-201 so defines) in Butler County, Nebraska, legally described as ("**Property**"):

The Southern Forty (40) Feet of Lot 1, Block 1, Miles 4th Addition to the City of David City, in Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska.


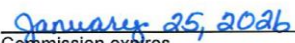
Executed: September 11, 2024.

  
\_\_\_\_\_  
Jessica Miller, Mayor  
The City of David City, Nebraska

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF BUTLER     )

The foregoing Warranty Deed was acknowledged before me on this 11<sup>th</sup> day of September, 2024 by **JESSICA MILLER**, as Mayor of the City of David City, Nebraska, a municipal corporation and city of the second class, Grantor.



  
\_\_\_\_\_  
Notary Public Tami L. Comte  
  
\_\_\_\_\_  
Commission expires

Council member Tom Kobus made a motion to accept the bid from Gehring Construction in the amount of \$93,856.50 for the Nebraska Street Extension project. Council Member Keith Marvin seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0



November 8<sup>th</sup>, 2024

Tami Comte  
City of David City  
490 E Street  
David City, NE 68632

RE: David City, Nebraska  
2024 Nebraska Street Extension  
JEO Project No. 231816.00

Dear Ms. Comte

On November 7, 2024, seven (7) bids were received by the City of David City for the above reference project.

The seven bidders were Gehring Construction, M.E. Collins Contracting, CR Menn Concrete, A Plus Contracting, Dax Construction, CL Construction, and Constructors. Gehring Construction out of Columbus, Nebraska was the lowest bid submitted, with a bid of \$93,867.50. The Engineer's estimate was \$165,000.00. Gehring Construction has proposed a start date between June 1, 2025 and August 1, 2025.

Based on our review of the bid and Gehring Construction reputation, it is our recommendation to the City Council to accept the bid and award the project to Gehring Construction.

If you have any questions about the recommendation, please feel free to contact me.

Sincerely,

Andrew Wilshusen, PE  
Project Manager



## Bid Tab

**PROJECT** | 2024 Nebraska Street Extension

**JEO PROJECT NO.** | 231816.00

**LOCATION** | David City, Nebraska

**LETTING** | November 7, 2024 @ 10:00 AM

**OPINION OF PROBABLE COST** | \$165,000.00

<b>Bidder</b>	<b>Base Bid</b>	<b>Start Date</b>
Gehring Construction & Ready Mix Co., Inc. Columbus, NE	\$93,867.50	June 1, 2025 - August 1, 2025
M.E. Collins Contracting Co., Inc. Wahoo, NE	\$126,062.00	August 16, 2025
CR Menn Concrete Fremont, NE	\$137,614.55	November 18, 2024
A Plus Contracting LLC Sutton, NE	\$142,688.60	April 1, 2025
Dax Construction, Inc. Lincoln, NE	\$150,769.00	May 1, 2025
CL Construction LLC Lincoln, NE	\$154,220.69	Negotiated upon award
Constructors, Inc. Lincoln, NE	\$169,924.05	August 15, 2025



Council member Tom Kobus made a motion to approve Certification of City Street Superintendent and Resolution No. 31-2024 signing of the Year End Certification of City Street Form 2024. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat

Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

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**Do not recreate or revise this document.** Revisions and recreations will not be accepted. **Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2024. **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (the forms and meeting minutes) in a separate file for future reference.

### Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2024

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: January 1, 2024 to December 31, 2024  
(Month) (Day) (Month) (Day)

\*(1)(a) The municipality of David City certifies that: Andrew Wilshusen  
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)  
was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality       Contract (consultant) with this Municipality       Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual assisted in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply) city engineer  village engineer   
public works director  city manager  city administrator  street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- 1696  
and Class of License A, and/or  
(A or B)

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- \_\_\_\_\_

(2) \_\_\_\_\_

Signature of Mayor  Village Board Chairperson   
(Check one box)

\*(3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) **Failure to return by December 31, 2024, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.**



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2024 to:

Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation  
PO Box 94759  
Lincoln NE 68509-4759

**Do not recreate or revise this document.** Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2024.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

**RESOLUTION**  
**SIGNING OF THE**  
**YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**  
**2024**

Resolution No. 31-2024

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

**Whereas:** The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

**Be it resolved** that the Mayor  Village Board Chairperson  of David City  
(Check one box) (Print Name of Municipality)  
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this 13th day of November, 2024 at David City, Nebraska.  
(Date) (Month)

City Council/Village Board Members

<u>Bruce Meysenburg</u>	<u>James Ange11</u>
<u>Pat Meysenburg</u>	_____
<u>Tom Kobus</u>	_____
<u>Keith Marvin</u>	_____
<u>Kevin Woita</u>	_____

City Council/Village Board Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent \_\_\_\_\_  
Resolution adopted, signed, and billed as adopted.

Attest:  
\_\_\_\_\_  
(Signature of Clerk)

Council member Tom Kobus made a motion to approve a Letter Agreement for Professional Services with JEO concerning the Class "A" Street Superintendent for 2025. Council Member Keith Marvin seconded the motion. The motion carried.  
Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0



November 1, 2024

City of David City  
Mayor and City Council  
490 E Street  
David City, NE 68632

**RE: City of David City 2025 Street Superintendent Appointment Request**

Dear Mayor and City Council:

I am requesting to be appointed as the Street Superintendent for 2025. Attached is the scope of services for the street superintendent appointment. If you decide to appoint me, please ensure the motion is worded in your minutes: "We appoint Andrew Wilshusen from JEO Consulting Group, Inc. as our Street Superintendent." I appreciate the opportunity to work on your behalf.

I would appreciate you notifying me of your action on this request, so my records are up-to-date. Please take a few minutes to complete the form below. Then, please return the form in the enclosed envelope, or email it to Lori Kitt at lkitt@jeo.com.

Please include a copy of your meeting minutes that states the approved appointment and the completed contact update form for our records.

If you have any questions about this letter or the attached information, or if you want further information, don't hesitate to contact me. I appreciate your consideration.

Sincerely,

Andrew Wilshusen  
License Number: S-1696 | Class A  
JEO Consulting Group, Inc.

Office: 402.474.8793 | Mobile: 402.768.1120 | Email: awilshusen@jeo.com

3<

**2025 STREET SUPERINTENDENT APPOINTMENT REQUEST**

The City of David City has appointed Andrew Wilshusen as the Street Superintendent:  
 Yes  No

Notes: \_\_\_\_\_  
\_\_\_\_\_

Form Completed By (please print name) \_\_\_\_\_ Date \_\_\_\_\_

**\*Please include a copy of your meeting minutes.**

Council member Keith Marvin made a motion to appoint Andrew Wilshusen with JEO as Street Superintendent for 2025. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to appoint JEO Consulting Group, Inc. as the city engineer for 2025. Council Member Tom Kobus seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0





November 1, 2024

City of David City  
Mayor and City Council  
490 E Street  
David City, NE 68632

**RE: 2025 City Engineer Appointment Request**

Dear Mayor and City Council:

I ask that you appoint JEO Consulting Group, Inc. as the city engineer for 2025. We appreciate your confidence in JEO in the past, and we sincerely hope to continue our relationship.

JEO has provided services to the city in the past, and our staff has accumulated extensive "institutional knowledge" about your city and its infrastructure. This is extremely important as it provides the background information needed to evaluate what actions to take. Additionally, this knowledge often allows JEO staff to respond to questions about the city and its infrastructure without extensive investigation and research, reducing the time and cost involved in addressing routine matters.

Below is what you can expect from JEO as your city engineer. When a fee is involved for services, as noted in items two through four below, JEO will notify you before beginning work.

- **IDENTIFYING AND PRIORITIZING INFRASTRUCTURE PROJECTS:**  
If requested, JEO will attend a council or committee meeting to identify and prioritize infrastructure projects in the city. This planning may include prioritizing capital and infrastructure improvements, summary reviews of new permits and their potential impact, information on new regulations, recommendations on future planning, and input on potential funding sources. This does not entail detailed studies or evaluations but can be a valuable first step in assessing potential infrastructure projects' needs, priorities, and feasibility. There is no charge for JEO to attend this meeting or prepare and follow up on the meeting.
- **APPLYING AND SECURING FUNDING:** JEO will assist in applying for and securing funding, such as CDBG, USDA-RD, DWSRF, and CWSRF for potential infrastructure projects, as well as more non-traditional funding from both public and private sources. Additionally, JEO will provide the information necessary to complete the reporting requirements of any funding the city may secure. JEO has staff devoted to assisting municipalities in locating the funding that makes projects a reality. In some cases, having an appointed city engineer can expedite moving a project forward when grant and loan funding is involved. There may be a fee for some of these services, and we would be happy to discuss this with you.
- **ROUTINE INFRASTRUCTURE OPERATION AND MAINTENANCE:** JEO will respond to questions about the routine operation and maintenance of the city infrastructure based on our prior knowledge of these facilities/systems. There is typically no charge for this service. However, in some instances a fee may be involved, such as site visits or research.



November 1, 2024  
RE: 2025 City Engineer Appointment Request  
Page 2 of 2

- **COST OPINIONS:** Throughout the year, JEO will provide additional assistance with identifying, prioritizing, and providing rough cost opinions for potential infrastructure projects. Depending on some factors, such as the effort required to complete the requested task, there may be a fee involved for this service. However, as noted above, JEO's extensive institutional knowledge about the city and its infrastructure will provide this service efficiently and effectively.

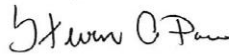
When requested, JEO will provide a scope of services and fees for specific projects that the city would desire to pursue.

JEO does not require a contract or retainer to serve as the city engineer. Instead, we strive to assist you in efficiently and effectively dealing with routine matters, so we will be the first firm considered by the city when you need consulting services for a project. In other words, all we request is the opportunity to earn your business.

We would appreciate you notifying us of your action on this request to keep our records up to date. Please take a few minutes to complete the form below. Then, please return the form in the enclosed envelope, or email it to Lori Kitt at lkitt@jeo.com. Please include a copy of your meeting minutes stating the engineering appointment.

If you have questions about this letter or want further information, don't hesitate to contact me. Thank you for your consideration.

Sincerely,



Steven A. Parr  
Principal  
JEO Consulting Group, Inc.

Mobile: 402.443.8003 | Email: sparr@jeo.com

✂ \_\_\_\_\_

### 2025 ENGINEER APPOINTMENT REQUEST

The City of David City has appointed JEO Consulting Group, Inc. as the city engineer:

\_\_\_ Yes \_\_\_ No

Notes: \_\_\_\_\_

\_\_\_\_\_

Form Completed By (please print name)

\_\_\_\_\_ Date

**\*Please include a copy of your meeting minutes.**

Council member Tom Kobus made a motion to table Ordinance No.1500, changing the name of Trowbridge Lane to Industrial Drive North, to the January City Council meeting. Council Member Kevin Woita seconded the motion, which carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Nay, Pat Meysenburg: Nay, Kevin Woita: Yea  
Yea: 4, Nay: 2

Council member Keith Marvin made a motion to table Ordinance No. 1501 adopting street sight triangle measurements to the December 13th City Council meeting. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Kevin Woita made a motion to approve canceling the City Council meetings for November 27, 2024 and December 25, 2024. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to adjourn. Council Member Tom Kobus seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 7:45 p.m.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

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#### CERTIFICATION OF MINUTES

October 23, 2024

I, Tami Comte, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of October 23, 2024; 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