

CITY COUNCIL PROCEEDINGS
April 9, 2025

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, Keith Marvin, Jim Angell, Rick Holland, Jeremy Abel, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, City Attorney David Levy and City Clerk-Treasurer Tami Comte.

Also present for the meeting were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Account Clerk Rachel Kahnk, Ethan Joy with JEO, 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 March 26 and March 31, 2025 City Council meetings as presented. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Rick Holland made a motion to approve the claims as presented. Council Member Keith Marvin seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Kevin Woita made a motion to approve the committee and officer reports and the Butler County Development Board update. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Mayor Jessica Miller declared the public hearing open at 7:05 p.m. to consider the application of El Centenario Mexican Grill, LLC, 470 E Street for a Class C Beer, Wine, Distilled Spirits, on and off sale liquor license.

City Clerk Tami Comte stated that El Centenario needed to have a liquor license at the former Roper's Bar and Grill location.

Hearing no further comment, Mayor Jessica Miller declared the public hearing closed at 7:06 p.m.

Council member Keith Marvin made a motion to approve the application of El Centenario Mexican Grill, LLC, 470 E Street for a Class C Beer, Wine, Distilled Spirits, On and Off Sale Liquor License;. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to approve Certificate of Payment #25 in the amount of \$75,062.46 to Velocity Constructors Inc. for the 2022 Water Treatment Plant Upgrades. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

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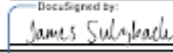
Contractor's Application for Payment


Owner: <u>City of David City</u> Engineer: <u>JEO Consulting Group, Inc.</u> Contractor: <u>Velocity Constructors Inc.</u> Project: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u> Contract: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>	Owner's Project No.: _____ Engineer's Project No.: <u>202024.00</u> Contractor's Project No.: _____ Application No.: <u>25</u> Application Date: <u>4/1/2025</u> Application Period: <u>From</u> <u>3/1/2025</u> <u>to</u> <u>4/1/2025</u>
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1. Original Contract Price	\$ 10,562,772.00
2. Net change by Change Orders	\$ 344,007.51
3. Current Contract Price (Line 1 + Line 2)	\$ 10,906,779.51
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 10,543,743.96
5. Retainage	
a. 5% X \$ 10,344,901.68 Work Completed =	\$ 517,245.08
b. 5% X \$ 198,842.28 Stored Materials =	\$ 9,942.11
c. Total Retainage (Line 5.a + Line 5.b)	\$ 527,187.19
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 10,016,556.77
7. Less previous payments (Line 6 from prior application)	\$ 9,941,494.31
8. Amount due this application	\$ 75,062.46
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 890,222.74

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:** 4/4/2025

Recommended by Engineer By: <u></u> Title: _____ Date: <u>4/4/2025</u>	Approved by Owner By: _____ Title: _____ Date: _____
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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.:	25	Application Period:	From	03/01/25	to	04/01/25	Application Date:	04/01/25
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A	B	C	D	E	F	G	H	I
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) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
BASE BID GROUP A - General Water Plant Improvements ¹								
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	114,481.00	-	-	114,481.00	100%	-
B-1.04	Existing Pipe Cleaning & Repainting	57,573.00	16,000.00	-	-	16,000.00	28%	41,573.00
B-1.05	Electrical Improvements, Complete	1,840,041.00	1,805,894.59	20,000.00	-	1,825,894.59	99%	14,146.41
B-1.06	Demolition of Exterior Infrastructure	32,732.00	32,732.00	-	-	32,732.00	100%	-
B-1.07	Demolition of Interior Infrastructure	90,500.00	80,000.00	5,000.00	-	85,000.00	94%	5,500.00
B-1.08	Building Improvements (Doors/Windows)	80,036.00	79,036.00	-	-	79,036.00	99%	1,000.00
B-1.09	Building Improvements (Interior Painting)	523,405.00	431,655.00	-	-	431,655.00	82%	91,750.00
B-1.10	First Floor Roof Membrane Replacement	174,179.00	169,000.00	5,179.00	-	174,179.00	100%	-
B-1.11	Skylight Replacement	48,568.00	48,568.00	-	-	48,568.00	100%	-
B-1.12	HVAC Improvements	148,128.00	139,000.00	4,128.00	-	143,128.00	97%	5,000.00
B-1.13	Plumbing Improvements	92,021.00	83,000.00	5,000.00	-	88,000.00	96%	4,021.00
B-1.14	Lab Improvements	21,099.00	20,159.93	-	-	20,159.93	96%	939.07
B-1.15	Hardness Monitoring Equipment and Meters	77,743.00	70,000.00	7,743.00	-	77,743.00	100%	-
B-1.16	Site Paving and Grading	58,690.00	53,000.00	-	-	53,000.00	90%	5,690.00
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	140,000.00	-	-	140,000.00	94%	8,846.00
B-1.19	Exterior Piping Improvements	338,959.00	338,959.00	-	-	338,959.00	100%	-
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%	-
BASE BID GROUP B - Gravity Filter System Improvements ¹								
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	693,132.00	-	-	693,132.00	100%	-
B-1.23	Gravity Filter Equipment Installation	45,979.00	45,979.00	-	-	45,979.00	100%	-
B-1.24	Electrical	25,200.00	25,200.00	-	-	25,200.00	100%	-

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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.:	25	Application Period:	From	03/01/25	to	04/01/25	Application Date:	04/01/25
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A	B	C	D	E	F	G	H	I
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) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
BASE BID GROUP C - Reverse Osmosis¹								
B-1.25	CCRO and CIP Tank Skids (Equipment Only)	2,126,760.00	2,126,760.00	-	-	2,126,760.00	100%	-
B-1.26	CCRO and CIP Tank Skids (Installation)	7,208.00	6,000.00	708.00		6,708.00	93%	500.00
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	245,926.00	-	-	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	22,781.00	-	-	22,781.00	100%	-
B-1.32	Access Doors	8,791.00	8,791.00	-		8,791.00	100%	-
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	42,817.55	3,993.10	82,932.35	129,743.00	100%	-
B-1.37	Electrical	10,080.00	7,800.00	-	2,000.00	9,800.00	97%	280.00
BASE BID GROUP D - Intermediate Clearwell²								
B-1.38	Intermediate Clearwell Structural Concrete	170,506.00	170,506.00	-	-	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	113,608.00	-	-	113,608.00	100%	-
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	116,781.00	-	-	116,781.00	100%	-
B-1.44	Stairs and Miscellaneous Metals	4,603.00	4,000.00	-	-	4,000.00	87%	603.00
B-1.45	Clearwell Ladders	4,749.00	4,749.00	-	-	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	77,335.00	-	-	77,335.00	100%	-
B-1.48	Weir Plate and Weir Window	4,398.00	4,398.00	-	-	4,398.00	100%	-
B-1.49	Electrical	50,400.00	50,400.00	-	-	50,400.00	100%	-

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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.:	25	Application Period:	From	03/01/25	to	04/01/25	Application Date:	04/01/25
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A	B	C	D	E	F	G	H	I
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) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
BASE BID GROUP E - Chemical Feed System Improvements¹								
B-1.50	Chemical Feed System Improvements	149,305.00	149,305.00	-	-	149,305.00	100%	-
B-1.51	Gas Chlorine System Improvements	62,365.00	62,365.00	-	-	62,365.00	100%	-
B-1.52	Electrical	15,120.00	15,120.00	-	-	15,120.00	100%	-
BASE BID GROUP F - Backwash Improvements¹								
B-1.53	Backwash Waste Pump and Piping Improvements, Complete	161,971.00	161,971.00	-	-	161,971.00	100%	-
B-1.54	Proposed Manhole Improvements	1,551.00	1,551.00	-	-	1,551.00	100%	-
B-1.55	Backwash Pit Access Hatch	3,727.00	3,727.00	-	-	3,727.00	100%	-
B-1.56	Backwash Supply Pump and Piping Improvements, Complete	103,300.00	2,000.00	10,000.00	69,409.93	81,409.93	79%	21,890.07
B-1.57	Electrical/Generator	252,000.00	252,000.00	-	-	252,000.00	100%	-
Bid Alternate #1								
BA1-1	Gravity Filter Effluent Valve Replacement ¹	220,730.00	220,730.00	-	-	220,730.00	100%	-
Bid Alternate #2								
BA2-1	Demolish Existing Upflow Clarifier Unit, Complete ¹	113,190.00		5,000.00	23,000.00	28,000.00	25%	85,190.00
Original Contract Totals		\$ 10,343,448.00	\$ 9,749,303.07	\$ 66,751.10	\$ 198,842.28	\$ 10,014,896.45		\$ 328,551.55
Change Orders								
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	114,989.00	-	-	114,989.00	100%	-
CO-4	Lights and Fence - Drive way	17,454.00	7,000.00	-	-	7,000.00	40%	10,454.00
CO-5	-Aggregate+Sink+Trans & BFV+Delay	72,262.00	50,000.00	12,262.00	-	62,262.00	86%	10,000.00
Change Order Totals		\$ 344,007.51	\$ 311,291.51	\$ 12,262.00	\$ -	\$ 323,553.51	94%	\$ 20,454.00
Unit Price								
B2	Install Aggregate	15,215.00	15,215.00	-	-	15,215.00	100%	-
B3	Final Clearwell Roof	14,030.00	-	-	-	-	0%	14,030.00
BA31	Install 6" Pavement	190,079.00	190,079.00	0	-	190,079.00	100%	-
Original Contract and Change Orders								
Project Totals		\$ 10,906,779.51	\$ 10,265,888.58	\$ 79,013.10	\$ 198,842.28	\$ 10,543,743.96	97%	\$ 363,035.55

¹ Sales Tax for Materials & Equipment Included

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: <u>City of David City</u>		Owner's Project No.: _____	
Engineer: <u>JEO Consulting Group, Inc.</u>		Engineer's Project No.: <u>202024.00</u>	
Contractor: <u>Velocity Constructors Inc.</u>		Contractor's Project No.: _____	
Project: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>			
Contract: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>			

Application No.: <u>25</u>	Application Period: From <u>03/01/25</u> to <u>04/01/25</u>	Application Date: <u>04/01/25</u>
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A	B	C	D	E	F	G	H	I	J	K	L		
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	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 (J / F) (%)	Balance to Finish (F - J) (\$)		
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
Original Contract													
Base Bid ¹													
B-2	Install Aggregate Surfacing	358.00	TONS	42.50	15,215.00	358.00	15,215.00		15,215.00	100%	-		
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 ¹	1,324.00	SY	143.56	190,079.00	1,324.00	190,079.00		190,079.00	100%	-		
Original Contract Totals						\$	219,324.00		\$	205,294.00	\$	14,030.00	
Original Contract and Change Orders													
Project Totals						\$	219,324.00		\$	205,294.00	94%	\$	14,030.00

¹ Sales Tax for Materials & Equipment Included

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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.:					
Contractor:	Velocity Constructors Inc.								Contractor's Project No.:					
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686								202024.00					
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686													
Application No.:	25		Application Period:		From	03/01/25		to	04/01/25		Application Date:		04/01/25	
A	B	C	D	E	F	Materials Stored			Incorporated in Work				M	
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J + K) (\$)	Materials Remaining in Storage (L - J) (\$)		
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	3,033.85	-		
B-1.19	5839576		Yard Pipe	On Site	4	4,484.62	-	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	6,039.99	-		
B-1.19	896907		Yard Pipe	On Site	4	23,979.17	-	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	29,725.95	-		
B-1.28 & 38			Rebar	On Site	4	33,900.00	-	33,900.00	-	33,900.00	33,900.00	-		
B-1.19	T241554		Yard Pipe	On Site	5	370.34	-	370.34	-	370.34	370.34	-		
B-1.19	T203897		Yard Pipe	On Site	5	520.82	-	520.82	-	520.82	520.82	-		
B-1.19	T063762		Yard Pipe	On Site	5	1,012.90	-	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	-	25,708.14	25,708.14	5,000.00		
B1.56	0902556-IN		Electric Pumps	On Site	6	26,934.00	-	26,934.00	-	-	-	26,934.00		
B1.47	34604		Mellen Valves PRV	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	5,000.00	-		
B-1.57	13 Invoices		Electrical	On Site	7	112,151.76	-	112,151.76	-	112,151.76	112,151.76	-		
B-1.22	92500		WestTech	Submittals	7	22,224.99	-	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	17,000.00	-		
B-1.19	8 Invoices		Yard Pipe	On Site	9	15,646.65	-	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	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	T897108		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	HDA		Electrical HDA	Pictures	10	143,249.80	-	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	20,930.00	-		
B-1.47	C&M		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	50,000.00	-		
B-1.25	Gurney		Split Case Pump	On Site	11	18,227.00	-	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	29,798.29	-		
B-1.50	Gurney		Chem Feed	On Site	12	113,869.00	-	113,869.00	-	113,869.00	113,869.00	-		
B-1.22	WestTech		Troughs	On Site	12	103,664.94	-	103,664.94	-	103,664.94	103,664.94	-		
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 - WestTech	Onsite	13	187,247.48	-	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	90,506.40	-		
B-1.19	35489		Mellen - Valves	Onsite	13	24,828.20	-	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	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		
B1.18,44,45,48,842-1	Pay App		Misc Metals Decking	Onsite	14	45,000.00	-	45,000.00	-	20,000.00	20,000.00	25,000.00		
B41-1	35785		Valves	Onsite	14	50,000.00	-	50,000.00	-	50,000.00	50,000.00	-		
B-1.19	CI 438085		RCP	Onsite	14	2,671.00	-	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	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	40,000.00	-		
B-1.36			Check Valves	Onsite	15	15,817.55	-	15,817.55	-	-	-	15,817.55		

EICDC C-620 Contractor's Application for Payment

Stored Materials

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6 of 7

City Council Proceedings
April 9, 2025
Page #9

Docusign Envelope ID: D991A44A-64AE-42E8-8DA4-07153F29AEE6

Stored Materials Summary										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.:		25		Application Period:		From	03/01/25		to	04/01/25		Application Date:		04/01/25	
A	B	C	D	E	F	G	H	I	J	K	L	M			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I - L) (\$)			
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J + K) (\$)				
B-1.25			RO Submittal	Submittals	15	182,064.25		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	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	42,045.13	-			
B1.36	3 Invoice		Piping	Onsite	16	5,042.47		5,042.47			-	5,042.47			
B1.36	00810183		RO Piping	Onsite	18	15,316.81	-	15,316.81			-	15,316.81			
											-	-			
											-	-			
Totals						\$ 1,954,695.58	\$ -	\$ 1,954,695.58	\$ -	\$ 1,627,735.48	\$ 1,627,735.48	\$ 326,960.10			

Council member Keith Marvin made a motion to approve Pay Application #11 for IES Commercial, Inc. in the amount of \$43,720.67 for the "2023 AGP Substation" project. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg:

Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	220993.00
Contractor:	IES Commerical, Inc.	Contractor's Project No.:	555042002
Project:	2023 AGP Substation		
Contract:	2023 AGP Substation		
Application No.:	11	Application Date:	3/27/2025
Application Period:	From 3/1/2025 to 3/31/2025		
1. Original Contract Price		\$	2,416,450.00
2. Net change by Change Orders		\$	349,772.86
3. Current Contract Price (Line 1 + Line 2)		\$	2,766,222.86
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$	2,745,671.39
5. Retainage			
a. 5% X \$ 2,745,671.39 Work Completed =		\$	137,283.57
b. 5% X \$ - Stored Materials =		\$	-
c. Total Retainage (Line 5.a + Line 5.b)		\$	137,283.57
6. Amount eligible to date (Line 4 - Line 5.c)		\$	2,608,387.82
7. Less previous payments (Line 6 from prior application)		\$	2,564,667.15
8. Amount due this application		\$	43,720.67
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$	157,835.04

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 Commerical, Inc.

Signature:  **Date:** 3-27-25

Recommended by Engineer

By: 

Title: Electrical Senior Project Manager

Date: April 4, 2025

Approved by Funding Agency

By:

Title:

Date:

Approved by Owner

By:

Title:

Date:

By:

Title:

Date:

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of David City		Owner's Project No.: 00000	
Engineer: JCO Consulting Group, Inc.		Engineer's Project No.: 201461.00	
Contractor: JIS Commercial, Inc.		Contractor's Project No.: 00000000	
Project: 2023 AGP Substation			
Contract: 2023 AGP Substation			

Application No.: 11	Application Period: From 03/01/25 to 03/31/25	Application Date: 03/27/25
---------------------	---	----------------------------

A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Item Quantity	Units	Unit Price (\$)	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 (J / I) (%)	Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
Group A											
1	Substation installation, Complete and Operational	1.00	LS	\$2,436,460.00	2,436,460.00	1.00	2,404,367.75		2,404,367.75	100%	12,092.25
Original Contract Totals					\$ 2,436,460.00		\$ 2,404,367.75	\$ -	\$ 2,404,367.75	100%	\$ 12,092.25
Change Orders											
Change Order #1		1.00		405,350.00	405,350.00	1.00	405,350.00		405,350.00	100%	-
Change Order #2		1.00		(139,668.66)	(139,668.66)	1.00	(139,668.66)		(139,668.66)	100%	-
Change Order #3		1.00		21,996.48	21,996.48	1.00	21,996.48		21,996.48	100%	-
Change Order #4		1.00		9,739.44	9,739.44	1.00	9,739.44		9,739.44	100%	-
Change Order #5		1.00		(9,056.58)	(9,056.58)	1.00	(9,056.58)		(9,056.58)	100%	-
Change Order #6		1.00		6,921.20	6,921.20	1.00	6,921.20		6,921.20	100%	-
Change Order #7		1.00		12,074.46	12,074.46	1.00	12,074.46		12,074.46	100%	-
Change Order #8		1.00		42,416.52	42,416.52	0.80	33,947.30		33,947.30	80%	8,469.22
Change Order Totals					\$ 340,772.86		\$ 341,303.64	\$ -	\$ 341,303.64	98%	\$ 8,469.22
Original Contract and Change Orders											
Project Totals					\$ 2,766,222.86		\$ 2,745,671.39	\$ -	\$ 2,745,671.39	99%	\$ 20,551.47

Council member Rick Holland made a motion to table Pay Estimate #13 in the amount of \$423,441.33 to BRB Contractors, Inc. for the Wastewater Treatment Plant Improvement Project. Council Member Jim Angell seconded the motion. The motion carried.
Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0


Contractor's Application for Payment No.		13
Application Period: 2/26/2025 - 3/25/2025		Application Date: 3/25/2025
To (Owner): David City, NE	From (Contractor): BRB Contractors, Inc.	Via (General Contractor):
Project: David City WWTP Facility Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No.: NE3DAV	Engineer's Project No.: 6475

Application For Payment
Change Order Summary


Approved Change Orders			1. ORIGINAL CONTRACT PRICE	\$ 16,882,000.00
Number	Additions	Deductions	2. Net change by Change Orders	\$ 172,874.42
1	\$100,574.62	-\$61,042.51	3. Current Contract Price (Line 1 ± 2a-2b)	\$ 17,054,874.42
2	\$133,342.31		4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F on Progress Estimate)	\$ 8,893,079.97
			5. RETAINAGE:	
			a. 5% X \$4,237,203.56 Work Completed	\$ 211,860.18
			b. 5% X \$4,655,876.41 Stored Material	\$ 232,793.82
			c. Total Retainage (Line 5a + Line 5b)	\$ 444,654.00
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 8,448,425.97
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 8,024,984.64
			8. AMOUNT DUE THIS APPLICATION	\$ 423,441.33
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G on Progress Estimate + Line 5 above)	\$ 8,606,448.45
TOTALS	\$233,916.93	-\$61,042.51		
NET CHANGE BY	\$172,874.42			
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 3/26/2025
Project Manager
BRB Contractors, Inc.

Payment of: \$ 423,441.33
(Line 8 or other - attach explanation of the other amount)

is recommended by:  4/4/2025
(Engineer) (Date)

Payment of: \$ 423,441.33
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Council member Bruce Meysenburg made a motion to approve Pay Application #3 in the amount of \$368,817.12 to General Excavating, LLC for the 'AGP Trunk Sewer Project'. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg:

Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

SUMMARY			
		Original Contract Price	Value Completed
Bid Items Subtotal		\$2,147,680.00	\$ 1,205,977.00
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Value Completed
1	Project Acceleration	\$ 127,633.00	\$ 25,526.60
TOTAL ALL CHANGE ORDERS		\$ 127,633.00	\$ 25,526.60
Revised Contract Price		\$ 2,275,313.00	\$ 1,231,503.60
		Total Materials Stored	\$ 152,704.01
		Value of Completed Work and Materials Stored	\$ 1,384,207.61
		Less Retained Percentage (5%)	\$ 69,210.38
		Total Earned Less Retainage	\$ 1,314,997.23
PREVIOUSLY APPROVED PARTIAL PAYMENTS			
Less Estimate(s) Previously Approved		Pay Estimate No.1	\$ 361,628.37
		Pay Estimate No. 2	\$584,551.74
		Less Total Pay Estimates Previously Approved	\$ 946,180.11
Percent Complete	60.8%	Amount Due This Estimate	\$ 368,817.12

The amount _____ is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: General Excavating, LLC	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of David City
Signature 	Signature 	Signature
Title Vice President	Title Project Engineer	Title Mayor
Date 4/4/25	Date 4/7/2025	Date



VEENSTRA & KIMM INC.
 8000 Westtown Parkway
 West Des Moines, Iowa 50266
 515.225.8000 # 800.241.8000
 www.v-k.net

Date: **April 4, 2025**

PAY ESTIMATE NO. 3

Project Title	AGP Trunk Sewer City of David City			Contractor	General Excavating, LLC 6701 Cornhusker Hwy Lincoln, NE 68507			
Original Contract Amount & Date	\$2,147,680.00		May 8, 2024	Pay Period	February 28, 2025 to April 4, 2025			
BID ITEMS								
Bid Item No.	Specification Section / Description		Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	18" Sanitary Sewer in Open Cut		LF	2,124	\$ 150.00	\$ 318,600.00	2124	\$ 318,600.00
2	15" Sanitary Sewer in Open Cut		LF	5,900	\$ 190.00	\$ 1,121,000.00	1985	\$ 377,150.00
3	15" Sanitary Sewer in Trenchless Installation		LF	200	\$ 985.00	\$ 197,000.00	200	\$ 197,000.00
4	15" Sanitary Sewer in Trenchless Casing		LF	175	\$ 891.00	\$ 155,925.00	175	\$ 155,925.00
5	Manholes - 48"		EA	27	\$ 9,050.00	\$ 244,350.00	14	\$ 126,700.00
6	8" pvc Force Main		LF	10	\$ 242.00	\$ 2,420.00	0	\$ -
7	Fence Removal and Replacement		LF	350	\$ 10.55	\$ 3,692.50	0	\$ -
8	Temporary Fence		LF	7,950	\$ 3.95	\$ 31,402.50	0	\$ -
9	Granular Surfacing		SY	175	\$ 22.00	\$ 3,850.00	75	\$ 1,650.00
10	Field Tile Removal and Replacement		LF	400	\$ 27.00	\$ 10,800.00	0	\$ -
11	Erosion Control		LS	1	\$ 11,000.00	\$ 11,000.00	1.0	\$ 11,000.00
12	Seeding		ACRE	7	\$ 3,600.00	\$ 25,200.00	0	\$ -
13	Traffic Control		LS	1	\$ 1,650.00	\$ 1,650.00	0.8	\$ 1,320.00
14	Construction Staking		LS	1	\$ 20,790.00	\$ 20,790.00	0.80	\$ 16,632.00
				TOTAL ORIGINAL CONTRACT		\$ 2,147,680.00		\$ 1,205,977.00

MATERIALS STORED SUMMARY				
Bid Item No.	Description	Number of Units	Unit Price	Extended Cost
2	Winwater Pipe Invoice 102944 05	1.00	\$ 25,233.00	\$ 25,233.00
5	Concrete Industries	1.00	\$ 12,573.01	\$ 12,573.01
5	Concrete Industries	1.00	\$ 12,250.00	\$ 12,250.00
2	Winwater Pipe Invoice 102944 04	1.00	\$ 102,648.00	\$ 102,648.00
			\$ -	\$ -
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			\$ -	\$ -
TOTAL MATERIALS STORED				\$ 152,704.01

City Council Proceedings

April 9, 2025

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email to:

LINCOLN WINWATER WORKS CO.
515 NW 27TH ST, STE 2
LINCOLN, NE 68528-1001

Page	Date Printed	Invoice No.
1	2/12/25	102944 05

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No. : (402) 438-2992 DB# 08

mail to:

GENERAL EXCAVATING
6701 CORNHUSKER HWY
LINCOLN, NE 68507-3113

ship to:

GENERAL EXCAVATING
100 M RD
MARK KNORR 402-499-0819
DAVID CITY, NE 68632

customer number 00783-000002	customer purchase order 24-04-403.002	job name AGP TRUNK SEWER (OCT)
placed by Brian	salesman 010-NATHAN KOLLARS	type shipment Stock
	ship via	date shipped 2/12/25

ACCESS YOUR ACCOUNT ONLINE AT WWW.WINSUPPLYINC.COM/ACCOUNT/LOGIN

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
2,968	FT	15X14 PVC SDR26 GASKET PIPE	2,968		39.0000		.00	115,752.00	T
		D3034 GJ GREEN							
20	FT	8X20 C900 DR18 CL235 GJ	0	B	19.4700		.00	.00	T
1	EA	8 MJ L/SLV C153 TC IMP	0	B	835.0000		.00	.00	T
		PERMOX LINED							
2	EA	SLC8 8" PVC RESTRAINT	0	B	58.0000		.00	.00	T
2	EA	8 MJ GSKT&BLUE BOLT PACK	0	B	45.0000		.00	.00	T

terms: monthly finance charge may be applied to past due accounts.

1% 10TH, NET 30TH

If Paid By 3/10/25 You May Deduct 1,157.52

Pay full balance by 3/25/25

Tax Area ID:	Net Sales	115,752.00
NE - 280230618	Freight	.00
State Tax * 5.500	State Tax	6,366.36
Local Tax * 2.000	Local Tax	2,315.04
	Invoice Amount	124,433.40

\$25,233.00

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988.

TsC: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.

UNPOLISHED - LAMINATE INVOICE



Concrete Industries, Inc.
6300 Cornhusker Hwy, Lincoln, NE 68529-0529
Phone: (402) 434-1800 Fax: (402) 434-1899
www.ConcreteIndustries.com

INVOICE

Remit to: P.O. Box 80268
Lincoln, NE 68501

Job: 7595 AGP TRUNK SEWER
MARK 402-499-0819
DAVID CITY NE

Bill To: GENERAL EXCAVATING
6701 CORNHUSKER HWY
LINCOLN NE 68507-3113

Page 1

Account Number	32345
Invoice Date	03/14/25
Invoice Amount	12,250.00
Invoice Number	CI 448459
Amount Paid	

Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

Invoice No.:	CI 448459	Invoice Date:	03/14/25	PO No.:	AGP	Order:	SD 2398628	Ship#:	387087
Line	Item Description	Quantity	Unit Price	Misc.	Extension				
1	48"X3' FB W/S EXT MONO BA 48B36KPMs	1.00 EA	570.0000	0.00	570.00				
	7595M2 024A 1.00 EA								
2	48" MONO BASE SLAB W/INV 48MONOINV	1.00 EA	870.0000	0.00	870.00				
3	18M PSX-2 DIRECT DRIVE BOOT 18M PSX-2 DD	2 EA	85.0000	0.00	170.00				
4	48"X4' RING W/S STOCK 48R48S	1.00 EA	760.0000	0.00	760.00				
5	48"X3' 3 ECCT T/P W/S STOCK 48C39S	1.00 EA	617.5000	0.00	617.50				
6	26"X0'-8" RISER R2608N	1.00 EA	60.0000	0.00	60.00				
7	26"X0'-6" RISER R2606N	1.00 EA	50.0000	0.00	50.00				
8	48"X3' FB W/S EXT MONO BA 48B36KPMs	1.00 EA	570.0000	0.00	570.00				
	7595M2 025A 1.00 EA								
9	48" MONO BASE SLAB W/INV 48MONOINV	1.00 EA	870.0000	0.00	870.00				
10	18M PSX-2 DIRECT DRIVE BOOT 18M PSX-2 DD	2 EA	85.0000	0.00	170.00				
11	48"X4' RING W/S STOCK 48R48S	1.00 EA	760.0000	0.00	760.00				
12	48"X3' 3 ECCT T/P W/S STOCK 48C39S	1.00 EA	617.5000	0.00	617.50				
13	26"X0'-8" RISER R2608N	1.00 EA	60.0000	0.00	60.00				
14	26"X0'-4" RISER R2604N	1.00 EA	40.0000	0.00	40.00				
15	48"X3' FB W/S EXT MONO BA 48B36KPMs	1.00 EA	570.0000	0.00	570.00				
	7595M2 026A 1.00 EA								
16	48" MONO BASE SLAB W/INV 48MONOINV	1.00 EA	870.0000	0.00	870.00				
17	18M PSX-2 DIRECT DRIVE BOOT 18M PSX-2 DD	2 EA	85.0000	0.00	170.00				
18	48"X4' RING W/S STOCK 48R48S	1.00 EA	760.0000	0.00	760.00				
19	48"X3' 3 ECCT T/P W/S STOCK 48C39S	1.00 EA	617.5000	0.00	617.50				
20	26"X0'-6" RISER R2606N	1.00 EA	50.0000	0.00	50.00				
21	48"X3' FB W/S EXT MONO BA 48B36KPMs	1.00 EA	570.0000	0.00	570.00				
	7595M2 028A 1.00 EA								
22	48" MONO BASE SLAB W/INV 48MONOINV	1.00 EA	870.0000	0.00	870.00				
23	18M PSX-2 DIRECT DRIVE BOOT 18M PSX-2 DD	1 EA	85.0000	0.00	85.00				
24	12-08 PSX DIRECT DRIVE BOOT 12-08 PSX DD	1 EA	65.0000	0.00	65.00				

Account:
Job:
Tax Code:

Sub Total	
Sales Tax	
Total Amount	

Returns: No returns w/o invoice. No returns on unusable material, seconds, architectural, decorative, all special order materials, and fractional units. All returnable materials subject to 50% restocking charge. No returns accepted after 30 days from date of purchase.

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.33% per month which is 16% per year.



Concrete Industries, Inc.
6300 Cornhusker Hwy, Lincoln, NE 68529-0529
Phone: (402) 434-1800 Fax: (402) 434-1899
www.ConcreteIndustries.com

Invoice - Customer Copy



Concrete Industries, Inc.
6300 Cornhusker Hwy, Lincoln, NE 68529-0529
Phone: (402) 434-1800 Fax: (402) 434-1899
www.ConcreteIndustries.com

INVOICE

Remit to: P.O. Box 80268
Lincoln, NE 68501

Job: 7595 AGP TRUNK SEWER
MARK 402-499-0819
DAVID CITY NE

Bill To: GENERAL EXCAVATING
6701 CORNHUSKER HWY
LINCOLN NE 68507-3113

Page 2	
Account Number	32345
Invoice Date	03/14/25
Invoice Amount	12,250.00
Invoice Number	CI 448459
Amount Paid	

Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

Invoice No.: CI 448459		Invoice Date: 03/14/25		PO No.:AGP		Order: SD 2398628 Ship#: 387087	
Line	Item Description			Quantity	Unit Price	Misc.	Extension
25	48"X4' RING W/S STOCK 48R48S			1.00 EA	760.0000	0.00	760.00
26	48"X3' 3 ECCT T/P W/S STOCK 48C39S			1.00 EA	617.5000	0.00	617.50
27	26"X0'-8" RISER R2608N			1.00 EA	60.0000	0.00	60.00

Account: 32345 GENERAL EXCAVATING
Job: 7595 AGP TRUNK SEWER
Tax Code: CINT Nebraska Tax Exempt

Sub Total	12,250.00
Sales Tax	0.00
Total Amount	12,250.00

Returns: No returns w/o invoice. No returns on unusable material, seconds, architectural, decorative, all special order materials, and fractional units. All returnable materials subject to 50% restocking charge. No returns accepted after 30 days from date of purchase.

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.99% per month which is 18% per year.



Concrete Industries, Inc.
6300 Cornhusker Hwy, Lincoln, NE 68529-0529
Phone: (402) 434-1800 Fax: (402) 434-1899
www.ConcreteIndustries.com

Invoice - Customer Copy

CI

CI00448459

City Council Proceedings

April 9, 2025

Page #19

remit to:

LINCOLN WINWATER WORKS CO.
515 NW 27TH ST, STE 2
LINCOLN, NE 68528-1001

Page	Date Printed	Invoice No.
1	1/09/25	102944 04

To Reorder Contact Us At
Phone No. : (402) 438-2988
Fax No. : (402) 438-2992 DB# 07

bill to:

GENERAL EXCAVATING
6701 CORNHUSKER HWY
LINCOLN, NE 68507-3113

ship to:

GENERAL EXCAVATING
100 M RD
MARK KNORR 402-499-0819
DAVID CITY, NE 68632

customer number 00783-000002		customer purchase order 24-04-403.002		job name AGP TRUNK SEWER (OCT)					
placed by Brian	salesman 010-NATHAN KOLLARS	type shipment Stock	ship via	date shipped 1/09/25					
ACCESS YOUR ACCOUNT ONLINE AT WWW.WINSUPPLYINC.COM/ACCOUNT/LOGIN									
Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
5,600	FT	15X14 PVC SDR26 GASKET PIPE	2,632	B	39.0000		.00	102,648.00	T
20	FT	D3034 GJ GREEN	0	B	19.4700		.00	.00	T
1	EA	8X20 C900 DR18 CL235 GJ	0	B	835.0000		.00	.00	T
		8 MJ L/SIV C153 TC IMP							
		PERMOX LINED							
2	EA	SLCB 8" PVC RESTRAINT	0	B	58.0000		.00	.00	T
2	EA	8 MJ GSKT&BLUE BOLT PACK	0	B	45.0000		.00	.00	T
terms: monthly finance charge may be applied to past due accounts. 1% 10TH, NET 30TH If Paid By 2/10/25 You May Deduct 1,026.48 Pay full balance by 2/25/25						Tax Area ID: NE - 280230618		Net Sales Freight State Tax * 5.500 Local Tax * 2.000	
						Invoice Amount		110,346.60	

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988.
 T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.

INVOICE# : 102944 04

Council member Bruce Meysenburg made a motion to pay \$10,000 per year for three years and then revisit the payment for the City Reimbursement of the Market Value adjustment to the Fixed Account of the Nationwide Retirement Plan. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to award the bid for the David City 7th Street Water Main Replacement to Rutjens Construction. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0



Bid Tab

PROJECT | 2025 Water Main Improvements: North 7th Street From J Street to O Street

JEO PROJECT NO. | 231471.00

LOCATION | David City, Nebraska

LETTING | 04/08/2025 11:00 AM CST

OPINION OF PROBABLE COST | \$550,000.00

Bidder	Total Group A - Water Main	Total Group B - Fire Hydrants	Total Groups A & B (Base Bid)
Obrist & Company Columbus, NE	\$290,313.00	\$29,800.00	\$320,113.00
Rutjens Construction Tilden, NE	\$341,070.00	\$39,496.00	\$380,566.00
Vrba Construction Inc. Schuyler, NE	\$386,687.40	\$27,280.00	\$413,967.40
Van Kirk Bros. Contracting Sutton, NE	\$397,959.25	\$27,600.00	\$425,559.25
Midlands Contracting, Inc. Kearney, NE	\$421,420.00	\$34,400.00	\$455,820.00
Bauer Infrastructure, LLC Martell, NE	\$454,218.35	\$31,173.84	\$485,392.19
K2 Construction Lincoln, NE	\$475,424.00	\$34,000.00	\$509,424.00

Council member Kevin Woita made a motion to approve the Settlement and Release Agreement between the City, JEO and Velocity Constructors. Council Member Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into as of the date of the last signature below (the "Effective Date") by and between The City of David City, Nebraska ("David City"), Velocity Constructors, Inc. ("Velocity"), and JEO Consulting Group, Inc. ("JEO"). Collectively, David City, Velocity, and JEO are referred to as the "Parties" and each individually as a "Party."

RECITALS

A. David City's water treatment plant (the "Plant") flooded, causing basement flooding in certain nearby properties (the "Incident"). The property owners effected by the Incident, and their respective addresses, are identified as follows:

Name (collectively, the "Owners")	Address (collectively, the "Properties")
Michael & Deborah Richter	387 13th Street, David City, NE 68632
AJ Oborny Rentals	343 13th Street, David City, NE 68632
Clayton Janssen	327 13th Street, David City, NE 68632
Andrew & Sarah Oborny	1290 C Street, David City, NE 68632
Tammy & William Fiala, Jr.	1265 C Street, David City, NE 68632
Trevor Root	1285 C Street, David City, NE 68632
Nancy Masek	1384 C Street, David City, NE 68632
Leslie & Rachel Duke	482 N. 12th Street, David City, NE 68632
Genesis House	474 N. 12th Street, David City, NE 68632

B. Velocity and JEO worked on the Plant, and David City, Velocity, and JEO collectively and individually dispute liability for flooding at the Properties. In an effort to resolve the dispute and avoid litigation, David City, Velocity, and JEO have agreed to split the costs to repair the Properties on the terms set forth in this Agreement.

C. The Parties, without admitting liability, fault or indebtedness, intend to release all claims against each other relating to or arising from the Incident and the Properties, and enter into this release, limited to the Incident and the Properties, on the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by this reference) and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Payment.**

a. In contemplation of and consideration for each and every one of the agreements and covenants set forth herein, David City shall be responsible to pay the Owners the total sum of Forty Two Thousand One Hundred and Fifty Nine Dollars and Eighty-Five Cents (\$42,159.85) (the "Settlement Proceeds"). The Settlement Proceeds will be paid to the

respective Owners according to their respective receipts and bids to repair their Properties as a result of the Incident.

David City will enter into a separate release agreement with each Owner prior to payment of each Owner's respective share of the Settlement Proceeds, and such release shall release David City, Velocity, and JEO from any and all liability relating to or arising out of the Incident or the Owner's respective Property.

b. In contemplation of and consideration for each and every one of the agreements and covenants set forth herein, JEO shall pay to David City the total sum of Twenty Thousand One Hundred and Seventy Five Dollars and Eighty-Two Cents (\$20,175.82) (the "JEO Payment"). The JEO Payment will be paid within seven (7) business days of the Effective Date of this Agreement. The JEO Payment reflects one-third (1/3) of the Settlement Proceeds, plus the remaining share of Velocity's one-third (1/3) of the Settlement Proceeds after applying the Velocity Payment.

c. In contemplation of and consideration for each and every one of the agreements and covenants set forth herein, Velocity shall pay to David City the total sum of Seven Thousand Nine Hundred and Thirty Dollars and Seventy-Five Cents (\$7,930.75) (the "Velocity Payment"). The Velocity Payment will be paid within seven (7) business days of the Effective Date of this Agreement.

2. Non-Admission. By entering into this Agreement, none of the Parties acknowledges any liability or wrongdoing relating to the Incident or the Property; any and all liability relating to the Incident and Property is expressly denied.

3. David City Release. David City, on its behalf, and on behalf of its officers, officials, staff, representatives, agents, successors, and assigns, hereby releases JEO and Velocity, and their insureds, members, shareholders, managers, representatives, attorneys, agents, successors, and assigns, from any and all claims, defenses, rights, causes of action, damages, losses, debts, costs, expenses, demands, grievances, controversies, suits, actions, and liabilities of any kind or nature, whether in law, in equity, or otherwise, and whether known, unknown, foreseen or unforeseen, as specifically limited to such claims arising out of the Incident and the Property.

4. Velocity Release. Velocity, on its behalf, and on behalf of its members, shareholders, managers, representatives, agents, successors, and assigns, hereby releases David City and JEO, and their insureds, members, officers, officials, staff, shareholders, managers, representatives, attorneys, agents, successors, and assigns, from any and all claims, defenses, rights, causes of action, damages, losses, debts, costs, expenses, demands, grievances, controversies, suits, actions, and liabilities of any kind or nature, whether in law, in equity, or otherwise, and whether known, unknown, foreseen or unforeseen, as specifically limited to such claims arising out of the Incident and the Property.

5. JEO Release. JEO, on its behalf, and on behalf of its members, shareholders, managers, representatives, agents, successors, and assigns, hereby releases David City and Velocity, and their insureds, members, officers, officials, staff, shareholders, managers,

representatives, attorneys, agents, successors, and assigns, from any and all claims, defenses, rights, causes of action, damages, losses, debts, costs, expenses, demands, grievances, controversies, suits, actions, and liabilities of any kind or nature, whether in law, in equity, or otherwise, and whether known, unknown, foreseen or unforeseen, as specifically limited to such claims arising out of the Incident and the Property.

6. Complete Agreement. This Agreement constitutes the entire agreement of the Parties relating to the Incident, and there are no agreements or representations of those parties beyond those set forth herein. This Agreement may not be modified except upon the mutual written consent of the Parties. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.

7. Remedies. In the event of a breach or threatened breach of any provision of this Agreement, the other party shall be entitled to injunctions, both preliminary and final, enjoining and restraining such breach or threatened breach, in addition to all other remedies available at law or in equity, including actual damages.

8. Choice of Law. This Agreement shall be construed and enforced pursuant to the laws of the State of Nebraska. The Parties consent to exclusive jurisdiction in Nebraska state or federal courts for any disputes over this Agreement or the Incident.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures transmitted by electronic means shall be treated as originals, and the Parties agree that signatures through DocuSign or similar means shall be treated as original signatures.

10. Construction. The Parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that the normal rules of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO SETTLEMENT AND RELEASE AGREEMENT

ACKNOWLEDGED AND AGREED:

CITY OF DAVID CITY

Signature: Jessica J Miller

Printed Name: Jessica J Miller

Its: Authorized Representative

Date: 4-9-25

VELOCITY CONSTRUCTORS, INC.

Signature: _____

Printed Name: _____

Its: Authorized Representative

Date: _____

JEO CONSULTING GROUP, INC.

Signature: _____

Printed Name: _____

Its: Authorized Representative

Date: _____

6603500.1

Council member Keith Marvin made a motion to approve requesting an extension to the Subrecipient grant agreement for the Downtown Revitalization Grant. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg:

Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

P.O. Box 191
490 E Street
David City, NE 68632



Phone: (402) 367-3135
FAX: (402) 367-3125
Website: www.davidcityne.com

April 9, 2025

Gina Doose, Program Manager
Nebraska Department of Economic Development
P.O. Box 94666
Lincoln, Nebraska 68509-4666

Re: David City, NE
CDBG #22-DTR-004
Request for Contract Amendment

Dear Ms. Doose:

At our meetings on February 12, 2025 and April 9, 2025 the City Council authorized me to request an amendment to our Downtown Revitalization Program Guidelines and an extension to our Subrecipient grant agreement for this project.

The amendment to our Program Guidelines will allow applicants to request up to \$80,000 in funds from the city's remaining CDBG award balance allocated to activities that fall under the Commercial Rehabilitation #14E code. This is a change from the current amount of \$50,000. The 25% match will still be provided by the business applicant, therefore a commitment of at least \$20,000 in matching funds will be required in order to receive the maximum award amount.

The award duration request will extend our performance period end date from May 6, 2025 to May 6, 2026, or by 12 months. City staff are working diligently with local business owners to drive participation, assist with the application process, see that the program can reach its goals in the next 12 months, and avoid any further extensions. This amendment will allow the city to continue to allow businesses time to finish their projects that were delayed due to limited supply of contractors and materials, and additional unexpected barriers.

The requests will allow for the City's successful implementation of our Downtown Revitalization project. With multiple applications in various stages of the application process, the extension will allow those businesses to participate in the program, which will move us further toward our beneficiary goal as well as obligating our full Community Development Block Grant award.

The proposed change to our guidelines will also make the program more appealing to applicants, helping to attain the same above stated goals. Beyond direct communication with current and potential applicants, the city will publish a notice to inform eligible business owners of the changes.

We respectfully request a budget amendment to the current Subrecipient agreement.

As the Mayor of David City, Nebraska, I certify the following:

1. This amendment request was approved at the meetings on February 12, 2025 and April 9, 2025.
2. No additional matching funds are required for the proposed amendment.
3. The proposed amendment does not include a new activity.

Thank you for your consideration of this request.

Respectfully,



Jessica Miller
Mayor

Council member Keith Marvin made a motion to approve the agreement with Southeast Economic Development District to administer the Community and Civic Center Financing Fund (CCCFF) grant. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

**AGREEMENT
BY AND BETWEEN
CITY OF DAVID CITY, NEBRASKA
AND
SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT**

THIS AGREEMENT is made by and between CITY OF DAVID CITY, NE (hereinafter referred to as the "City"), and the SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT, (hereinafter referred to as "SENDD").

For the consideration stated herein, the City and SENDD do mutually agree as follows:

I. SCOPE OF SERVICES

The Scope of Services to be performed by SENDD shall be generally described as assistance to the City in the administrative requirements in a proposed project known as: **David City Municipal Auditorium and Track Rehabilitation Project**

The Special Services shall include the following services, as needed:

- Assist City with set up of post-award user account and recipient grant manager in Amplifund
- Assist the city with set up of financial management and compliance files.
- Assist the City in review of Architectural/Engineering (A/E) plan documents to meet requirements of the funding agencies Nebraska Department of Economic Development (NDED).
- Assist the City and the A/E in a procurement process for construction contracts, in order to meet compliance requirement of the funding agencies.
- Assist the City in interim reporting on finances and general progress of the project to meet compliance requirements.
- Assist the City in review of project completion to meet compliance requirements of the funding agencies.
- Assist the City in preparing final financial and final project completion reports to meet compliance issues of the funding agencies.

To facilitate SENDD's accomplishment of the services set forth above, the City agrees to provide SENDD with the following supportive services:

1. Complete copy of accepted application to the CCCFF programs.
2. Copy of all contract and compliance agreements between the City and the funding agencies
3. Copy of all proposed contracts and/or proposals from A/E firm for the project

II. EFFECTIVE DATE

This Agreement shall be in full force and effective April 9, 2025 which was the date in which the City Council authorized the Mayor to execute the Agreement.

III. TIME OF PERFORMANCE

The services of SENDD shall commence as of the date this Agreement is executed by an Authorized Representative of the City, and shall be undertaken in such sequence as to assure completion within the Project timeline as established by the NDED

The City, at its discretion, may extend the time period of this Agreement upon good cause shown by SENDD. Any such extension must be approved in writing by the City.

IV. COMPENSATION AND METHOD OF PAYMENT

SENDD's total cost for performing services outlined in Article I of this Agreement shall be on a cost incurred basis not to exceed \$5,000.00, payable within a reasonable amount of time following presentation of SENDD invoices.

V. AMENDMENTS

The City may, from time to time, request changes in the Scope of Services of *SENDD* to be performed hereunder. Such changes, including any increase or decrease in the amount of *SENDD*'s compensation, which are mutually agreed upon by and between the City and *SENDD*, shall be incorporated in written amendments to this Agreement.

VI. PERSONNEL

In entering into this Agreement with the City, *SENDD* represents that:

- A. It has, or will secure at its own expense, all personnel required to perform the services under this Agreement and that said personnel shall not be employees of, or have any contractual relationship with, the City;
- B. All services required hereunder will be performed by *SENDD* or under its supervision and all personnel engaged in the work shall be fully qualified.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

VII. ASSIGNABILITY

SENDD shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City thereto provided, however, that claims for money by *SENDD* from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

VIII. TERMINATION FOR CAUSE

If, through any cause, *SENDD* shall fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if *SENDD* shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate said Agreement by giving written notice to *SENDD* of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by *SENDD* under this Agreement shall, at the option of the City, become its property and *SENDD* shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

IX. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Agreement at any time by giving at least fifteen (15) days notice, in writing, to *SENDD*. If the Agreement is terminated by the City as provided herein, *SENDD* will be paid for the time provided and expenses incurred up to the termination date. If the Agreement is terminated due to the fault of *SENDD*, Article VIII hereof relative to termination shall apply.

X. TERMINATION FOR OTHER GROUNDS

This contract may also be terminated in whole or in part:

- A. By the City, with the consent of *SENDD*, or by *SENDD* with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated; and,
- B. In the event the City fails to pay *SENDD* promptly or within thirty (30) days after invoices are rendered, the City agrees that *SENDD* shall have the right to consider said failure a breach of this agreement and the duties of *SENDD* under this agreement terminated. In such an event, the City shall then promptly pay *SENDD* for all services performed and all allowable expenses incurred.

IN WITNESS WHEREOF, legal representatives of the parties to this Agreement have executed the same on the dates indicated.

**SOUTHEAST NEBRASKA
DEVELOPMENT DISTRICT**

CITY OF DAVID CITY, NE

By: _____
Tom Bliss, Executive Director

By: Jessica Miller
Jessica Miller, Mayor

Date: _____

Date: 4-9-25

Council member Bruce Meysenburg made a motion to approve the retainer agreement with Joanna Uden with Bromm, Lindahl, Freeman-Caddy & Lausterer, Wahoo, Nebraska. Council Member Keith Marvin seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

RETAINER AGREEMENT

CITY OF DAVID CITY, NEBRASKA

The law firm of Bromm, Lindahl, Freeman-Caddy & Lausterer, Wahoo, Nebraska, hereinafter referred to as Law Firm, will provide prosecution services for municipal code violations to the Mayor and Council of the City of David City, Nebraska, upon the following terms and conditions.

1. **Term.** The term of this Agreement shall commence as of the execution of this agreement and terminate at the first regular meeting of the City Council in December of 2025.
2. **Retainer.** \$850.00 per year. The first payment of \$850.00 to be due on or before May 1, 2025.
3. **Representation.** Law firm will represent no client having an interest adverse to interest of the Mayor and Council of the City of David City, Nebraska. In the event Law firm represents a client who subsequently has a conflict with the Mayor and Council of the City of David City, the City of David City acknowledges that it may need to retain counsel other than law firm to represent its interests.
4. **Services Not Included With Retainer.** All matters unrelated to the prosecution of municipal code violations.
5. **Legal Fees, Costs and Other Charges for Services.**
 - A. \$215.00 per hour for attorneys in Law Firm performing legal services involving prosecution of municipal code, building code, zoning or subdivisions regulations, including travel time to/from Law Firm's office;
 - B. \$75.00 per hour for law clerks of said Law Firm;
 - C. \$100.00 per hour for administrative staff of said Law Firm;
 - D. Actual costs incurred by Law Firm including but not limited to fees fixed by law or assessed by public agencies, long distance telephone calls, filing fees, witness fees, expert witness fees, consultant fees, search fees, research fees, and postage, except for long distance telephone calls and postage for services included within Scope of Services, parking and other travel expenses, mileage, if travel is by personal auto, to be at rate established from time to time by Internal Revenue Service, photocopying, and other reproduction costs. Costs and charges will be at cost to Law Firm.
6. **Consultants, Investigators and Experts.** To aid in the preparation or presentation of legal matters for the City, Law Firm may hire consultants, investigators or

experts. Said persons will not be hired without prior approval of the Mayor and City Council and the agreement of the Mayor and City Council to pay their fees and charges. The Law Firm will select and hire said consultants, investigators and experts.

7. **Billing Statements.** Law Firm will send the City periodic statements for fees and costs incurred pursuant to this Agreement. Said statements will be promptly paid by the City pursuant to its normal claim handling policy.

8. **Discharge and Withdrawal.** The Mayor and Council of the City of David City may discharge Law Firm at any time. Law Firm may withdraw with the consent of the Mayor and Council, or for good cause. Good cause includes the City of David City's breach of this Agreement, its refusal to cooperate with Law Firm, or to follow Law Firm's advice on a material matter or any fact or circumstance that would render Law Firm's continuing representation unlawful or unethical. When services conclude, all unpaid charges will immediately become due and payable. After services conclude and upon payment in full of all outstanding fees and costs, Law Firm will, upon the Mayor and City Council's request, deliver all original documents in Law Firm's file to the Mayor and Council of the City of David City, along with any funds or property of the City of David City in Law Firm's possession

9. **Disclaimer of Guarantee.** Nothing in this Agreement and nothing in Law Firm's statements to the Mayor and City Council will be construed as a promise or guarantee about the outcome of any matter. Law Firm makes no promises or guarantees. Law Firm's comments about the outcome of any matter are expressions of opinion only.

10. **Construction.** This Agreement shall be construed under the laws of the State of Nebraska.

DATED this 2nd day of April, 2025.

BROMM, LINDAHL
FREEMAN-CADDY & LAUSTERER

By: 

Joanna M. Uden, #26868
551 North Linden
P.O. Box 277
Wahoo, NE 68066
Phone (402) 443-3225
Facsimile (402) 443-4005
Attorney-at-Law

THE MAYOR AND COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA,
hereby state that they have read and understand the foregoing terms and conditions, agree to
them, and by proper motion duly seconded and adopted, authorize the Mayor of the City of
David City to sign this Agreement on behalf of the City of David City, Nebraska.

DATED this 9th day of April, 2025.

CITY OF DAVID CITY, NEBRASKA

By: Jessica Miller
Jessica Miller, Mayor

Council member Keith Marvin made a motion to approve the offer of SENDD to do a free Income Survey for the community. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

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

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to reappoint the site plan review committee per the 2024 Zoning Regulations consisting of: Council members Rick Holland and Keith Marvin, Building Inspector Gary Meister, City Administrator Intern Raiko Martinez, City Clerk Tami Comte, Deputy City Clerk Lori Matchett, Planning Commission members Pam Kabourek and Jim Masek. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to table authorizing the City, through the Mayor, to terminate the contract with Veenstra and Kimm for engineering services for the AGP Trunk Sewer project and the Wastewater Treatment Plant Improvement Project. Council Member Keith Marvin seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Council member Keith Marvin made a motion to table authorizing the City, through the Mayor, to engage JEO to provide engineering for the AGP Trunk Sewer project and for the Wastewater Treatment Plant Improvement Project. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to enter into closed session for personnel, and pending litigation. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Mayor Jessica Miller stated, "Now, at 7:59 p.m., we are going into closed session to discuss pending litigation and personnel. Mayor Jessica Miller, all of the Council members, City Attorney David Levy, part-time City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, City Clerk Tami Comte went into closed session at 7:59 p.m.

Council member Keith Marvin made a motion to reconvene in open session. Council Member Bruce Meysenburg seconded the motion. The motion carried and the meeting was reconvened at 8:58 p.m.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to adjourn. Council Member Bruce Meysenburg seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 8:58 p.m.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0



CERTIFICATION OF MINUTES
April 9, 2025

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 April 9, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Tami Comte, City Clerk