

CITY COUNCIL PROCEEDINGS

September 14, 2022

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the meeting room of the City Office at 490 "E" Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on September 8th, 2022, and an affidavit of the publisher is on file in the office of the City Clerk. The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Council President Tom Kobus, Council members Jessica Miller, Kevin Woita, Pat Meysenburg, Bruce Meysenburg, City Attorney Michael Sands, Interim City Administrator/City Clerk Tami Comte, and Deputy Clerk Lori Matchett. Mayor Alan Zavodny and John Vandenberg were absent.

Also present for the meeting were: Street Supervisor Chris Kroesing, Russel Phillips with Lasting Impressions, Special Projects Coordinator Dana Trowbridge, Banner-Press Correspondent Hannah Schrodt and Sheriff Tom Dion.

The meeting opened with the Pledge of Allegiance.

Council President Tom Kobus 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. He also reminded the public that if they speak tonight in front of the Council that they must state their name and address for the record.

Council member Pat Meysenburg made a motion to approve the minutes of the August 24th and September 7th, 2022 meetings of the City Council as presented. Council Member Kevin Woita seconded the motion. The motion carried.

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

Council member Pat Meysenburg made a motion to approve the claims as presented. Council Member Kevin Woita seconded the motion. The motion carried.

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

Council member Bruce Meysenburg made a motion to approve committee and officer reports as presented. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

Council member Kevin Woita made a motion to approve Certificate of Payment #3 in the amount of \$116,932.09 and Change Order #2 in the amount of \$47,250 for M.E. Collins for the Municipal Paving Improvements. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

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CERTIFICATE OF PAYMENT: 3



Date of Issuance: September 7, 2022

Project: Municipal Paving Improvements, David City, Nebraska - 2022

Project No.: 021-07066

Contractor: M.E. Collins Contracting Co., Inc.

DETAILED ESTIMATE		
Description	Unit Price	Extension
See Attached.		
PLEASE REMIT PAYMENT TO: M.E. Collins Contracting Co., Inc.		

Value of Work Completed This Request: \$114,174.55

Original Contract Cost: \$1,848,434.00
 Approved Change Orders:
 No. 1 \$0.00
 No. 2 \$47,250.00
 No. 3 \$0.00

Total Contract Cost: \$1,895,684.00

Value of completed work and materials stored to date \$350,969.80
 Less retainage percentage 10% \$35,096.98
 Net amount due including this estimate \$315,872.82
 Less: Estimates previously approved:

No. 1 <u>\$9,064.80</u>	No. 3 <u>\$0.00</u>	No. 5 <u>\$0.00</u>
No. 2 <u>\$189,875.93</u>	No. 4 <u>\$0.00</u>	No. 6 <u>\$0.00</u>

Total Previous Estimates: \$198,940.73

NET AMOUNT DUE THIS ESTIMATE: \$116,932.09

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

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

cc: City of David City - Owner
 M.E. Collins Contracting Co., Inc.
 Project File

OLSSON

By: 



Pay App.
3

Project: Municipal Paving Improvements, David City, Nebraska - 2022
 Contractor: M.E. Collins Contracting Co., Inc.

Project #: 021-07066
 Date: 9/7/2022

ITEM NO	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN WORK)	TOTAL QUANTITY TO DATE (GH)	TOTAL COMPLETED AND STORED TO DATE (HA+HK)	% (MF)	BALANCE TO FINISH (F-M)	RETAINAGE
						Qty from previous pay appl.	Total From previous pay appl.	Qty this Period	Total from this Period						
Base Bid															
1	Mobilization/Demobilization	L.S.	1	\$92,857.00	\$92,857.00	0.00	\$46,428.50	0.00	\$0.00		0.00	\$46,428.50	50%	\$46,428.50	\$4,642.85
2	Build 6" Concrete Pavement w/integral Curb	S.Y.	12168	\$73.00	\$888,118.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$888,118.00	\$0.00
3	Build 6" Concrete Driveway	S.Y.	801	\$71.00	\$56,871.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$56,871.00	\$0.00
4	Build 4" Concrete Sidewalk	S.Y.	1370	\$57.00	\$78,090.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$78,090.00	\$0.00
5	Build Concrete Outfall	S.Y.	104	\$87.00	\$8,988.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$8,988.00	\$0.00
6	Detectable Warning Panel	S.F.	180	\$51.00	\$9,180.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$9,180.00	\$0.00
7	Build 3" Crushed Rock Driveway	TONS	34.4	\$61.00	\$2,098.40	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$2,098.40	\$0.00
8	Build Area Inlet	EA.	8	\$3,933.00	\$31,464.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$31,464.00	\$0.00
9	Build Curb Inlet	EA.	8	\$5,892.00	\$47,136.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$47,136.00	\$0.00
10	Build Storm Sewer Manhole	EA.	11	\$6,839.00	\$75,229.00	0.00	\$0.00	4.00	\$26,556.00		4.00	\$26,556.00	36%	\$48,673.00	\$2,655.60
11	Build Concrete Collar	EA.	1	\$3,976.00	\$3,976.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$3,976.00	\$0.00
12	Build 18" flared end section	EA.	2	\$1,234.00	\$2,468.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$2,468.00	\$0.00
13	Build 24" round equivalent flared end section	EA.	13	\$1,423.00	\$18,499.00	0.00	\$0.00	6.00	\$8,538.00		6.00	\$8,538.00	46%	\$9,961.00	\$853.80
14	Build storm sewer tap	EA.	1	\$4,104.00	\$4,104.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$4,104.00	\$0.00
15	Install 15" storm sewer pipe	L.F.	459	\$64.00	\$29,376.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$29,376.00	\$0.00
16	Install 18" storm sewer pipe	L.F.	2293	\$87.00	\$199,821.00	0.00	\$0.00	379.00	\$25,993.00		379.00	\$25,993.00	17%	\$128,238.00	\$2,599.30
17	Install 24" round equivalent storm sewer pipe	L.F.	190	\$133.00	\$25,270.00	0.00	\$0.00	90.00	\$11,970.00		90.00	\$11,970.00	47%	\$13,300.00	\$1,197.00
18	Build fire hydrant assembly	EA.	2	\$7,799.00	\$15,598.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$15,598.00	\$0.00
19	Reconstruct 1" water services	EA.	1	\$285.00	\$285.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$285.00	\$0.00
20	12" water main lowering	EA.	1	\$7,892.00	\$7,892.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$7,892.00	\$0.00
21	4" water main lowering	EA.	1	\$3,479.00	\$3,479.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$3,479.00	\$0.00
22	Adjust fire hydrant to grade	EA.	2	\$1,122.00	\$2,244.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$2,244.00	\$0.00
23	Adjust valve to grade	EA.	7	\$432.00	\$3,024.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$3,024.00	\$0.00
24	Adjust curb slope to grade	EA.	5	\$484.00	\$2,420.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$2,420.00	\$0.00
25	Adjust manhole to grade - type 1	EA.	5	\$315.00	\$1,575.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$1,575.00	\$0.00
26	Adjust manhole to grade - type 2	EA.	2	\$420.00	\$840.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$840.00	\$0.00
27	Remove pavement	S.Y.	7963	\$11.00	\$84,293.00	6,818.00	\$72,798.00	0.00	\$0.00		6,818.00	\$72,798.00	86%	\$11,495.00	\$7,279.80
28	Remove driveway	S.Y.	694	\$21.00	\$13,944.00	150.00	\$3,150.00	350.00	\$7,350.00		500.00	\$10,500.00	75%	\$3,444.00	\$1,050.00
29	Remove sidewalk	S.Y.	70	\$21.00	\$1,470.00	0.00	\$0.00	20.00	\$420.00		20.00	\$420.00	29%	\$1,050.00	\$42.00
30	Remove storm sewer pipe	L.F.	1155	\$12.00	\$13,860.00	0.00	\$0.00	850.00	\$10,200.00		850.00	\$10,200.00	74%	\$3,660.00	\$1,020.00
31	Remove flared end section	EA.	2	\$308.00	\$616.00	0.00	\$0.00	2.00	\$616.00		2.00	\$616.00	100%	\$0.00	\$61.60
32	Remove and salvage fire hydrant	EA.	2	\$1,283.00	\$2,566.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$2,566.00	\$0.00
33	Remove fence	L.F.	442	\$8.00	\$3,536.00	442.00	\$3,536.00	0.00	\$0.00		442.00	\$3,536.00	100%	\$0.00	\$353.60
34	Remove tree	EA.	3	\$2,731.00	\$8,193.00	3.00	\$8,193.00	0.00	\$0.00		3.00	\$8,193.00	100%	\$0.00	\$819.30
35	Remove and reset mailbox	EA.	15	\$525.00	\$7,875.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$7,875.00	\$0.00
36	Seeding	S.Y.	10140	\$1.70	\$17,238.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$17,238.00	\$0.00
37	Inlet sediment filter	EA.	9	\$281.00	\$2,529.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$2,529.00	\$0.00
38	Erosion control mat, class 1D	S.Y.	2468	\$2.20	\$5,429.60	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$5,429.60	\$0.00
39	Build fabric silt fence	L.F.	731	\$6.00	\$4,386.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$4,386.00	\$0.00
40	General clearing and grubbing	L.S.	1	\$7,159.00	\$7,159.00	0.50	\$3,579.50	0.50	\$3,579.50		1.00	\$7,159.00	100%	\$0.00	\$715.90
41	Earthwork	L.S.	1	\$36,347.00	\$36,347.00	0.75	\$27,260.25	0.15	\$5,452.05		0.90	\$32,712.30	90%	\$3,634.70	\$3,271.23
42	Over-excavation	C.Y.	5900	\$5.00	\$29,500.00	4,500.00	\$22,500.00	900.00	\$4,500.00		5,400.00	\$27,000.00	92%	\$2,500.00	\$2,700.00
43	Import	C.Y.	4100	\$12.00	\$49,200.00	2,800.00	\$33,600.00	800.00	\$9,600.00		3,600.00	\$43,200.00	88%	\$9,000.00	\$4,320.00
					\$1,846,434.00		\$221,045.25		\$114,174.55			\$335,219.80		\$1,513,214.20	\$33,521.98
Change Order															
CO2-1	Water Main Taps	EA.	3	\$15,750.00	\$47,250.00	1.00	\$15,750.00	0.00	\$0.00		1.00	\$15,750.00	33%	\$31,500.00	\$1,575.00

City Council Proceedings
 September 14, 2022
 Page #5

Contract Total			\$1,895,884.00	\$236,795.25	\$114,174.55	\$0.00	\$350,069.80	19%	\$1,544,714.20	\$35,096.98
Original Contract			\$1,844,434.00							
+ CO 1			\$0.00							
+ CO 2			\$47,250.00							
+ CO			\$0.00							
Total Contract to Date			\$1,895,884.00							
Total Work Completed to Date			\$350,069.80							
Total Materials Stored to Date			\$0.00							
Total Value completed & Stored to Date			\$350,069.80							
- Retainage	10%		\$35,006.98							
Net Total Due Less Retainage			\$315,062.82							
- Pay AP 1			\$0,064.80							
- Pay AP 2			\$186,875.93							
- Pay AP			\$0.00							
- Pay AP			\$0.00							
- Pay AP			\$0.00							
- Pay AP			\$0.00							
Total Previous			\$198,640.73							
Net Amount Due This Estimate			\$116,932.09							

Footnotes:



PROGRESS ESTIMATE

Date: 7-Sep-22 PPE 9/6/22

Project: MUNICIPAL PAVING IMRP DAVID CI

Collins Project No: 222630

To: City of David City

Contractor Estimate No.: 3

Attn: Olsson - Dave Ziska

Original Contract Amount: \$ 1,848,434.00

Item	Description	Contract Qty	Qty To Date	Unit Price	Amount
1	MOBILIZATION/DEMOBILIZATION	1 LS	0.50	\$ 92,857.00	\$ 46,428.50
2	BUILD 8" CONCRETE PAVEMENT W/IN)	12166 SY	0.00	\$ 73.00	\$ -
3	BUILD 6" CONCRETE DRIVEWAY	801 SY	0.00	\$ 71.00	\$ -
4	BUILD 4" CONCRETE DRIVEWAY	1370 SY	0.00	\$ 57.00	\$ -
5	BUILD CONCRETE OUTFALL	104 SY	0.00	\$ 67.00	\$ -
6	DETECTABLE WARNING PANEL	180 SF	0.00	\$ 51.00	\$ -
7	BUILD 3" CRUSHED ROCK DRIVEWAY	34.4 TON	0.00	\$ 61.00	\$ -
8	BUILD AREA INLET	8 EA	0.00	\$ 3,933.00	\$ -
9	BUILD CURB INLET	8 EA	0.00	\$ 5,892.00	\$ -
10	BUILD STORM SEWER MANHOLE	11 EA	4.00	\$ 6,639.00	\$ 26,556.00
11	BUILD CONCRETE COLLAR	1 EA	0.00	\$ 3,976.00	\$ -
12	BUILD 18" FES	2 EA	0.00	\$ 1,234.00	\$ -
13	BUILD 24" RE FES	13 EA	6.00	\$ 1,423.00	\$ 8,538.00
14	BUILD STORM SEWER TAP	1 EA	0.00	\$ 4,104.00	\$ -
15	INSTALL 15" STORM SEWER PIPE	459 LF	0.00	\$ 64.00	\$ -
16	INSTALL 18" STORM SEWER PIPE	2293 LF	425.00	\$ 67.00	\$ 28,475.00
17	INSTALL 24" RE STORM SEWER PIPE	190 LF	90.00	\$ 133.00	\$ 11,970.00
18	BUILD FIRE HYDRANT ASSEMBLY	2 EA	0.00	\$ 7,799.00	\$ -
19	RECONSTRUCT 1" WATER SERVICES	1 EA	0.00	\$ 285.00	\$ -
20	12" WATER MAIN LOWERING	1 EA	0.00	\$ 7,692.00	\$ -
21	4" WATER MAIN LOWERING	1 EA	0.00	\$ 3,479.00	\$ -
22	ADJUST FIRE HYDRANT TO GRADE	2 EA	0.00	\$ 1,122.00	\$ -
23	ADJUST VALVE TO GRADE	7 EA	0.00	\$ 432.00	\$ -
24	ADJUST CURB STOP TO GRADE	5 EA	0.00	\$ 484.00	\$ -
25	ADJUST MANHOLE TO GRADE - TYPE 1	5 EA	0.00	\$ 315.00	\$ -
26	ADJUST MANHOLE TO GRADE - TYPE 2	2 EA	0.00	\$ 420.00	\$ -
27	REMOVE PAVEMENT	7663 SY	6,618.00	\$ 11.00	\$ 72,798.00
28	REMOVE DRIVEWAY	664 SY	500.00	\$ 21.00	\$ 10,500.00

29 REMOVE SIDEWALK	70 SY	20.00	\$	21.00	\$	420.00
30 REMOVE STORM SEWER PIPE	1155 LF	850.00	\$	12.00	\$	10,200.00
31 REMOVE FES	2 EA	2.00	\$	308.00	\$	616.00
32 REMOVE & SALVAGE FIRE HYDRANT	2 EA	0.00	\$	1,283.00	\$	-
33 REMOVE FENCE	442 LF	442.00	\$	8.00	\$	3,536.00
34 REMOVE TREE	3 EA	3.00	\$	2,731.00	\$	8,193.00
35 REMOVE & RESET MAILBOX	15 EA	0.00	\$	525.00	\$	-
36 SEEDING	10140 SY	0.00	\$	1.70	\$	-
37 INLET SEDIMENT FILTER	9 EA	0.00	\$	281.00	\$	-
38 EROSION CONTROL MAT, CLASS 1D	2468 SY	0.00	\$	2.20	\$	-
39 BUILD FABRIC SILT FENCE	731 LF	0.00	\$	6.00	\$	-
40 GENERAL CLEARING & GRUBBING	1 LS	1.00	\$	7,159.00	\$	7,159.00
41 EARTHWORK	1 LS	0.90	\$	36,347.00	\$	32,712.30
42 OVER-EXCAVATION	5900 CY	5,400.00	\$	5.00	\$	27,000.00
43 IMPORT	4100 CY	3,600.00	\$	12.00	\$	43,200.00
C/O 3 Water Main Taps	3.00 EA	15,750.00	\$	1.00	\$	15,750.00

Previous Requested Amounts:	TOTAL EARNED TO DATE:	\$ 354,051.80
Estimate #1: \$9,064.80	Retainage 10%	\$ (35,405.18)
Estimate #2: \$189,875.93	Other Deductions	\$ -
Estimate #3: \$	NET ESTIMATE TO DATE:	\$ 318,646.62
	Less Previous Requests:	\$ 198,940.73
	TOTAL DUE THIS ESTIMATE:	\$ 119,705.89

Estimate Prepared by :

Amy Nisley

7-Sep-22

CHANGE ORDER

No. 2



Date of Issuance: September 7, 2022 Effective Date: September 7, 2022

Project: Municipal Paving Improvements, David City, Nebraska	Owner: City of David City	Owner's Contract No.:
Contract: Municipal Paving Improvements Base Bid		Date of Contract: 06/22/2022
Contractor: M.E. Collins Contracting Co., Inc.		Engineer's Project No.: 021-07066

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

Description: Add Item C/O 2-1 Water Main Taps, 3 @ \$15,750.00 = \$47,250.00

Attachments: (List documents supporting change): none

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>1,848,434.00</u>	Original Contract Times: Substantial Completion (days or date): <u>December 31, 2022</u> Ready for Final Payment (days or date): <u>April 30, 2023</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion (days or date): <u>N/A</u> Ready for Final Payment (days or date): <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>1,848,434.00</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>December 31, 2022</u> Ready for Final Payment (days or date): <u>April 30, 2023</u>
Increase of this Change Order: \$ <u>47,250.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion (days or date): <u>N/A</u> Ready for Final Payment (days or date): <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>1,895,684.00</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>December 31, 2022</u> Ready for Final Payment (days or date): <u>April 30, 2023</u>

RECOMMENDED: Olsson	ACCEPTED: City of David City	ACCEPTED: M.E. Collins Contracting Co., Inc.
By: <u>[Signature]</u> Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>V.P.</u>
Date: <u>9/8/2022</u>	Date: _____	Date: <u>9/9/22</u>
Approved by Funding Agency (if applicable):		
By: _____	Title: _____	Date: _____

Council member Bruce Meysenburg made a motion to approve Progress Estimates #11 and #12 in the amount of \$11,259.21 and \$8,968.44, respectively for Garver, LLC for the updated Airport Layout Plan. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

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PROGRESS ESTIMATE

**NEBRASKA DEPARTMENT OF TRANSPORTATION
 DIVISION OF AERONAUTICS**

Sponsor: <u>City of David City</u>	Estimate No. <u>11</u>	Date: <u>8/9/2022</u>
<u>557 N. 4th Street</u>	AIP No.: <u>3-31-0025-014-2021</u>	
<u>David City, NE 68632</u>	Garver Project No.: <u>20A14400</u>	
Contractor: <u>Garver, LLC</u>	<u>David City Municipal Airport</u>	
<u>4701 Northshore Drive</u>	Date of Contract: <u>4/28/2021</u>	
<u>North Little Rock, AR 72118</u>		

	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	UNIT PRICE	AMOUNT
AIP Eligible	1	Project Initiation & Admin	100%	LS	\$7,536.18	\$7,536.18
	2	Inventory of Existing Conditions	90%	LS	\$52,047.61	\$47,883.80
	3	Aviation Activity Forecasts	100%	LS	\$23,496.81	\$23,496.81
	4	Facility Requirements	100%	LS	\$13,572.76	\$13,572.76
	5	Airport Alternatives	100%	LS	\$39,469.11	\$39,469.11
	6	Airport Layout Plan Development	32%	LS	\$51,237.11	\$16,395.88
	7	Implementation Plan	15%	LS	\$8,105.63	\$1,215.84
	8	Aeronautical Survey	100%	LS	\$90,909.00	\$90,909.00
	9	Closeout	0%	LS	\$9,131.92	\$0.00
					AIP Eligible Total	\$240,479.38
Non-Eligible	10	Revised Airport Alternatives	50%	LS	\$7,609.33	\$3,804.67
					Non-Eligible Total	\$3,804.67

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


 Project Engineer 8/9/2022
 Date

Approved for payment
 as per Project
 Engineer's certification 
 NDOT Project Engineer 8/15/2022
 Date

Grand Total	\$244,284.05
Less Previous Estimates	\$233,024.84
Due Contractor This Estimate	\$11,259.21

APPROVED: _____
 Airport Sponsor Date



4701 Northshore Drive
 North Little Rock, AR 72118
 TEL 501.376.3633
 FAX 501.372.8042
www.GarverUSA.com

INVOICE

Tami Comte
 City of David City, NE
 557 N. 4th Street
 David City, Nebraska 68632

August 9, 2022
 Project No: 20A14400
 Invoice No: 20A14400-11

Project: 93Y ALP Update

Professional Engineering Services through July 29, 2022

	Percent Complete	Contract Amount	Total Billed to Date	Previous Billings	Current Billing
Lump Sum Services					
Project Initiation and Administration	100%	\$7,536.18	\$7,536.18	\$7,536.18	\$0.00
Inventory of Existing Conditions	92%	\$52,047.61	\$47,883.80	\$47,883.80	\$0.00
Aviation Activity Forecasts	100%	\$23,496.81	\$23,496.81	\$23,496.81	\$0.00
Facility Requirements	100%	\$13,572.78	\$13,572.78	\$12,894.12	\$678.64
Airport Alternatives	100%	\$39,469.11	\$39,469.11	\$37,495.65	\$1,973.46
Airport Layout Plan Development	32%	\$51,237.11	\$16,395.88	\$12,809.28	\$3,586.60
Implementation Plan	15%	\$8,105.63	\$1,215.84	\$0.00	\$1,215.84
Aeronautical Survey	100%	\$90,909.00	\$90,909.00	\$90,909.00	\$0.00
Closeout	0%	\$9,131.92	\$0.00	\$0.00	\$0.00
Revised Airport Alternatives	50%	\$7,609.33	\$3,804.67	\$0.00	\$3,804.67
Totals		\$303,115.46	\$244,284.05	\$233,024.84	\$11,259.21
			Total Amount This Invoice		\$11,259.21

Authorized by: 

Roger Knobloch, PE
 Project Manager


PROGRESS ESTIMATE

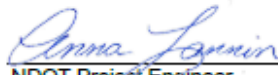
NEBRASKA DEPARTMENT OF TRANSPORTATION
 DIVISION OF AERONAUTICS

Sponsor: <u>City of David City</u>	Estimate No. <u>12</u>	Date: <u>8/31/2022</u>
<u>557 N. 4th Street</u>	AIP No.: <u>3-31-0025-014-2021</u>	
<u>David City, NE 68632</u>	Garver Project No.: <u>20A14400</u>	
Contractor: <u>Garver, LLC</u>	<u>David City Municipal Airport</u>	
<u>4701 Northshore Drive</u>	Date of Contract: <u>4/28/2021</u>	
<u>North Little Rock, AR 72118</u>		

	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	UNIT PRICE	AMOUNT
AIP Eligible	1	Project Initiation & Admin	100%	LS	\$7,536.18	\$7,536.18
	2	Inventory of Existing Conditions	92%	LS	\$52,047.61	\$47,883.80
	3	Aviation Activity Forecasts	100%	LS	\$23,496.81	\$23,496.81
	4	Facility Requirements	100%	LS	\$13,572.76	\$13,572.76
	5	Airport Alternatives	100%	LS	\$39,469.11	\$39,469.11
	6	Airport Layout Plan Development	45%	LS	\$51,237.11	\$23,056.70
	7	Implementation Plan	20%	LS	\$8,105.63	\$1,621.13
	8	Aeronautical Survey	100%	LS	\$90,909.00	\$90,909.00
	9	Closeout	0%	LS	\$9,131.92	\$0.00
					AIP Eligible Total	\$247,545.49
Non-Eligible	10	Revised Airport Alternatives	75%	LS	\$7,609.33	\$5,707.00
					Non-Eligible Total	\$5,707.00

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


 Project Engineer 8-31-2022
 Date

Approved for payment
 as per Project
 Engineer's certification 
 NDOT Project Engineer 8/31/2021
 Date

Grand Total	\$253,252.49
Less Previous Estimates	\$244,284.05
Due Contractor This Estimate	\$8,968.44

APPROVED: _____
 Airport Sponsor Date



4701 Northshore Drive
 North Little Rock, AR 72118
 TEL 501.376.3633
 FAX 501.372.8042
www.GarverUSA.com

INVOICE

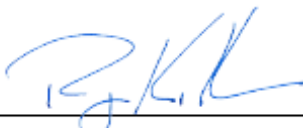
Tami Comte
 City of David City, NE
 557 N. 4th Street
 David City, Nebraska 68632

August 31, 2022
 Project No: 20A14400
 Invoice No: 20A14400-12

Project: 93Y ALP Update

Professional Engineering Services through August 26, 2022

	Percent Complete	Contract Amount	Total Billed to Date	Previous Billings	Current Billing
Lump Sum Services					
Project Initiation and Administration	100%	\$7,536.18	\$7,536.18	\$7,536.18	\$0.00
Inventory of Existing Conditions	92%	\$52,047.61	\$47,883.80	\$47,883.80	\$0.00
Aviation Activity Forecasts	100%	\$23,496.81	\$23,496.81	\$23,496.81	\$0.00
Facility Requirements	100%	\$13,572.76	\$13,572.76	\$13,572.76	\$0.00
Airport Alternatives	100%	\$39,469.11	\$39,469.11	\$39,469.11	\$0.00
Airport Layout Plan Development	45%	\$51,237.11	\$23,056.70	\$16,395.88	\$8,660.82
Implementation Plan	20%	\$8,105.63	\$1,621.13	\$1,215.84	\$405.29
Aeronautical Survey	100%	\$90,909.00	\$90,909.00	\$90,909.00	\$0.00
Closeout	0%	\$9,131.92	\$0.00	\$0.00	\$0.00
Revised Airport Alternatives	75%	\$7,609.33	\$5,707.00	\$3,804.67	\$1,902.33
Totals		\$303,115.46	\$253,252.49	\$244,284.05	\$8,968.44
			Total Amount This Invoice		\$8,968.44

Authorized by: 
 Roger Knobloch, PE
 Project Manager

Council member Pat Meysenburg made a motion to approve the estimate from Lasting Improvements LLC for roof repairs for the City buildings that were damaged by the June, 2022 hail storm. Council Member Kevin Woita seconded the motion. The motion carried.

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

Lasting Improvements LLC
 921 North Chestnut Street
 Wahoo, NE 68066
 (844)342-7663
 office@lastingimprovements.com
 http://www.lastingimprovements.com



Estimate

ESTIMATE # 1596
 DATE 08/31/2022

ADDRESS
 City of David City
 490 E Street
 David City, NE 68632

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SALESMAN
 RP

ACTIVITY	QTY	RATE	AMOUNT
Exterior Street/ Electric Shop Repairs 174 E Street	1	5,777.99	5,777.99
Roofing repairs-Turbine vents- 1468.02			
Seamless Gutters- 4309.97			
Exterior Sewer Treatment 3461 M Road	1	267.53	267.53
Repair Ridge Cap			
Exterior Generator Building and Generator	1	808.84	808.84
Repair Ridge vent and Ridge Shingles			
Exterior Bath House-485 S 9th Street	1	370.88	370.88
Comb A/C fins x2			
Will be bid item from professional HVAC contractor			
Exterior Old City Office Building- 557 N 4th Street	1	24,909.41	24,909.41
All Roofing- 21839.63			
All Gutters- 3069.78			
Exterior Power Plant- 490 11th Street	1	11,360.18	11,360.18
Roof 1 Cap Flashing -7707.04			
Roof 2 Cap Flashing - 3138.96			
Garage- Roofing Repair- Item to be determined- 514.18			
Exterior Youth Center- 660 N 5th Street	1	11,445.98	11,445.98

PLEASE SEE REVERSE SIDE FOR CONTRACTUAL OBLIGATIONS

ACTIVITY	QTY	RATE	AMOUNT
Roofing- 10945.66			
Gutters-Front elevation only-500.32			
Exterior Recycle Building- 1st and F Street	1	96.22	96.22
Window Screens x2			
Exterior Scheweser House- 9th and Park Drive	1	432.99	432.99
Window Screens x9			
Exterior Well House- 11th and I Street	1	2,697.25	2,697.25
Roofing- 1913.12			
Siding- 784.13			
Exterior Ball Field- 200 E H Street	1	696.42	696.42
Fascia Metal- 182.24			
Roofing Repair- 514.18			

Thank you for considering Lasting Improvements LLC. for your project. If you have any question regarding this estimate please contract us @ 1 (844) 342-7663 or office@lastingimprovements.com

TOTAL

\$58,863.69

Accepted By

Accepted Date

The Council was presented two quotes to complete the municipal audit for the 21-22 fiscal year. The three-year quote from AMGL was in the amount of \$21,000 for the 1st year, \$21,750 for the 2nd year and \$26,100 for the 3rd year. The three-year quote from BMG was \$33,000 for the 1st year, \$34,500 for the 2nd year and \$35,000 for the 3rd year.

Council member Kevin Woita made a motion to approve the quote of AMGL to complete the municipal audit for a three-year period beginning with the 21-22 fiscal year. Council Member Bruce Meysenburg seconded the motion. The motion carried.

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

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AUGUST 22, 2022

City of David City, Nebraska
557 N. 4th St.
David City, NE 68632

Thank you for the opportunity to present this proposal.

AMGL, P.C., has been providing professional services to governmental entities for more than 30 years. Our firm's basic philosophy is to provide excellent client service based on substantial knowledge of, and specialization in, the services to be provided. We recognize that the most important product is prompt and efficient service of the highest quality.

We can serve the City of David City to your complete satisfaction and all our efforts are directed toward achieving that aim. The highest level of skills and resources available to our firm will be utilized in serving your needs. The engagement team has extensive governmental auditing experience.

Our knowledge of your governmental operations will enable us to provide professional services timely, efficiently, and at a reasonable cost.

We provide professional services to other governmental entities, with which they have been well pleased. We firmly believe we can offer this kind of dedication, continuity, and commitment to you.

The maximum fee, including travel and out-of-pocket expenses, for the work as described in this proposal to provide professional services for the fiscal years ending September 30, 2022, 2023 and 2024 under the following terms will be:

	<u>2022</u>	<u>2023</u>	<u>2024</u>
Audit the City's financial statements as of and for the years ending September 30,	\$ 21,000	\$ 21,750	\$ 22,500
Single Audit, if necessary	<u>3,000</u>	<u>3,300</u>	<u>3,600</u>
	<u>\$ 24,000</u>	<u>\$ 25,050</u>	<u>\$ 26,100</u>

Billings for our services will be rendered approximately every four weeks, and payment is due within 30 days of the invoice date. The foregoing proposed cost of service fees will be administered upon acceptance of our engagement.

We look forward to working with you and the professional staff of the City of David City. If you have any questions, please feel free to contact me at 308-381-1810.

Sincerely,

AMGL, P.C.

Kyle R. Overturf, CPA
Engagement Shareholder



Council member Bruce Meysenburg made a motion to refer the AGP Blight and Substandard study to the Planning Commission. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

Council member Pat Meysenburg made a motion to approve the contract agreement with Ratkovec Construction, LLC to construct a 60' x100' post frame building. Council Member Kevin Woita seconded the motion. The motion carried.

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

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**RATKOVEC CONSTRUCTION, LLC
CONTRACT AGREEMENT**

THIS AGREEMENT is made on the ____ day of September, 2022 ("Effective Date"), by and between the City of David City (hereinafter "Owner") and Ratkovec Construction (hereinafter "Contractor").

WITNESSETH

Owner and Contractor undertake and agree as follows:

**ARTICLE A-1
THE WORK**

The Contractor shall:

- (a) Perform all the Work required by the Contract Documents for 60 x 100' Post Frame Building (the "Building"); and
- (b) Do and fulfil everything indicated by this Agreement.

**ARTICLE A-2
CONTRACT PRICE**

The contract price shall not to exceed Five Hundred Forty Nine Thousand Four Hundred and 00/100 Dollars (\$549,400.00). Please see attached Exhibit A.

**ARTICLE A-3
PAYMENT**

- (a) The Contractor shall receive \$274,700.00 for down payment that is due to order material, \$219,760.00 is due when project is 90% complete and the final amount of \$54,940.00 will be paid after completion unless other arrangements are agreed upon.
- (b) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in any award by a court, and a late charge shall become due and payable until payment is made. Such late charge shall be 1.33 percent of the due amount and added to any unpaid amounts monthly.
- (c) If Owner decides to cancel after acceptance of this contract, a 10% Cancellation Fee will be charged. Any material purchased for the project which cannot be returned will be charged to customer.
- (d) All work completed will be warrantied for one year from the date Contractor completes construction and turns the Building over to Owner. Warranty will be void on any past due accounts but will be reinstated when balance is paid in full (this includes any financial charges). Damaged caused by weather or usage will not be covered by this warranty. Issues after

the one year period will be evaluated by Ratkovec Construction and a decision will be determined after inspection of the issues.

Signed, sealed and delivered in the presence of:

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

OWNER:

By: _____

Name: _____

Title: _____

Date: _____

N.B. Where any legal jurisdiction, local practice or client requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, should be attached.

EXHIBIT A



Estimate

Date	Estimate #
9/24/2022	446

<table border="1"> <tr> <td colspan="2">Name / Address</td> </tr> <tr> <td colspan="2">CITY OF DAVID CITY WATER DEPT</td> </tr> </table>		Name / Address		CITY OF DAVID CITY WATER DEPT		<table border="1"> <tr> <td colspan="2">Project</td> </tr> <tr> <td colspan="2"> </td> </tr> </table>	Project									
Name / Address																
CITY OF DAVID CITY WATER DEPT																
Project																
<table border="1"> <thead> <tr> <th>Description</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>ENGINEERED POST FRAME BUILDING (SEE ATTACHMENT FOR DETAILS) CHANGE ORDER- SEE ATTACHMENT FOR DETAILS</td> <td> 592,000.00 57,400.00 </td> </tr> <tr> <td colspan="2"> ESTIMATE PRICES ARE SUBJECT TO CHANGE. 50% DOWN PAYMENT REQUIRED 30 DAYS PRIOR TO START DATE. ** THIS ESTIMATE EXPIRES IN 7 DAYS </td> </tr> <tr> <td colspan="2"> <table border="1"> <tr> <td colspan="2">Total</td> </tr> <tr> <td colspan="2">559,400.00</td> </tr> </table> </td> </tr> </tbody> </table>		Description	Total	ENGINEERED POST FRAME BUILDING (SEE ATTACHMENT FOR DETAILS) CHANGE ORDER- SEE ATTACHMENT FOR DETAILS	592,000.00 57,400.00	ESTIMATE PRICES ARE SUBJECT TO CHANGE. 50% DOWN PAYMENT REQUIRED 30 DAYS PRIOR TO START DATE. ** THIS ESTIMATE EXPIRES IN 7 DAYS		<table border="1"> <tr> <td colspan="2">Total</td> </tr> <tr> <td colspan="2">559,400.00</td> </tr> </table>		Total		559,400.00		<table border="1"> <tr> <td colspan="2"> RATKOVEC CONSTRUCTION Phone: 402-367-8693 Email: cec@ratkovec.com </td> </tr> </table>	RATKOVEC CONSTRUCTION Phone: 402-367-8693 Email: cec@ratkovec.com	
Description	Total															
ENGINEERED POST FRAME BUILDING (SEE ATTACHMENT FOR DETAILS) CHANGE ORDER- SEE ATTACHMENT FOR DETAILS	592,000.00 57,400.00															
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Total																
559,400.00																
RATKOVEC CONSTRUCTION Phone: 402-367-8693 Email: cec@ratkovec.com																

Exhibit A



City of David City-Water Department
Anthony Kobus
557 N. 4th St.
David City, NE 68632

The following is an estimate for a post frame building:

- 60' x 100' with 16' walls (inside ceiling height) Increase of \$15,400
 - 3/12 pitched trusses 8' on center with 2x6 purlins install on hanger between trusses 2' on center
 - 3-Ply Laminated post 8' on center with column anchor brackets
 - 2x6 wall girts 30" on center with treated 2x8 grade board
 - Metal siding panels 36" wide 29 gauge gray
 - 36" wainscotting to be installed
 - Metal roofing panels 36" wide 26-gauge charcoal
 - 1' Overhang on all sides of building
 - 204' feet 6" seamless gutter with 8 downspouts (color matched to building)
 - 2- 36" steel entry doors inswing 6 9/16" jamb-white
 - 2-3x4' Single hung window Low-E glass
 - 5- 12x14' Commercial Overhead door with openers Increase of \$12,000
 - 1- 12x12' Commercial Overhead door with openers

*Site preparation and final grade to be completed by Ratkovec Construction

Foundation/Flatwork

- 6000 sqft concrete inside building, 6" thick with rebar throughout slab with vapor barrier
- 30x2' floor drain with clean out pit to be built and install along with plumbing
- 100x25 concrete approach on north side of building, 6" thick with rebar throughout slab
- 14x25 concrete approach on east side of building for 12x12 door
- Sidewalk to pour from west entry door to sidewalk on west side of lot
- Footing to be pour according to blueprints
- ** All concrete with be 3500 psi mix with at least 10% rock mix
- **Interior pours to be smooth finish, exterior to be broomed finished

Exhibit A

Interior Finishes

Shop Area

Walls to be framed, insulated with 2" spray foam (increase of \$8,000) and 29-gauge metal 36" wide (white)
Ceiling framed with 29-gauge metal 36" (white)
Attic Space- Blown in fiberglass insulation to R-49

Office/Restroom

14x20' Office space to be framed
7x8' restroom
Shower to be install in restroom
6x8' mechanical-storage room
2x6 interior walls 16" on center
Balcony area to be framed with 3/4" Tongue and Groove sheathing
Stairs leading to balcony (36"-48" wide)
4- 36" interior doors 6-panel
Office/restroom area to be sheetrocked (walls and ceiling)
Office/restroom area to be primed/painted
Restroom stall walls and vanity cabinet/countertop to be installed

HVAC-to be completed by Performance Heating & Cooling of David City increase of \$17,000

Gas Furnace & AC System

This estimate is to install a new system in a new commercial building. The installation will include heating and cooling equipment listed below and the necessary duct-work to complete the system. - Comfort-maker 95% gas furnace with AC coil - Comfort-maker 16 Seer AC
- Includes 10 yr warranty by manufacture
- Refrigeration lines and controls
- Equipment condensate overflow pan with auto shut off controls
- Thermostat Control and wiring
- Supply and return air ducting per heat load calculation (6 supplies and 2 returns)
- Registers and grills
- Exhaust venting for two bath fans and one dryer vent - Full factory start-up and testing
NOTE: This does not include any hole patching or framing that could be necessary
EXCLUDES: electrical service to units, structural framing.

Shop Exhaust System

This pricing is to install a cross over shop fume exhaust system. This system includes all the necessary equipment and materials to complete the system install. NOTE Electrical wiring is not included, your electrician will need to include all wiring. - 12,094 CFM wall mount exhaust fan with exhaust louver and weather hood

Exhibit A

-2 zone lighting control for interior lights

- ceiling fans or wiring for ceiling fans

-low voltage wiring for garage doors

-wiring to radiant heaters

-Excludes parking lot pole lights, low voltage communication wiring, installation of cord reels, cost of 3 phase transformer or high voltage primary line, fire alarm panel or fire suppression wiring

**Building site must be clean and clear of all debris.

**Ratkovec Construction will be responsible for building permits/fees and any needed inspections.

** This estimate does not include any plumbing (rough-in or finishes) pricing.

***Engineered plans to be drawn and stamped and approved before project start date.

(Completed by Ratkovec Construction)

Exhibit A

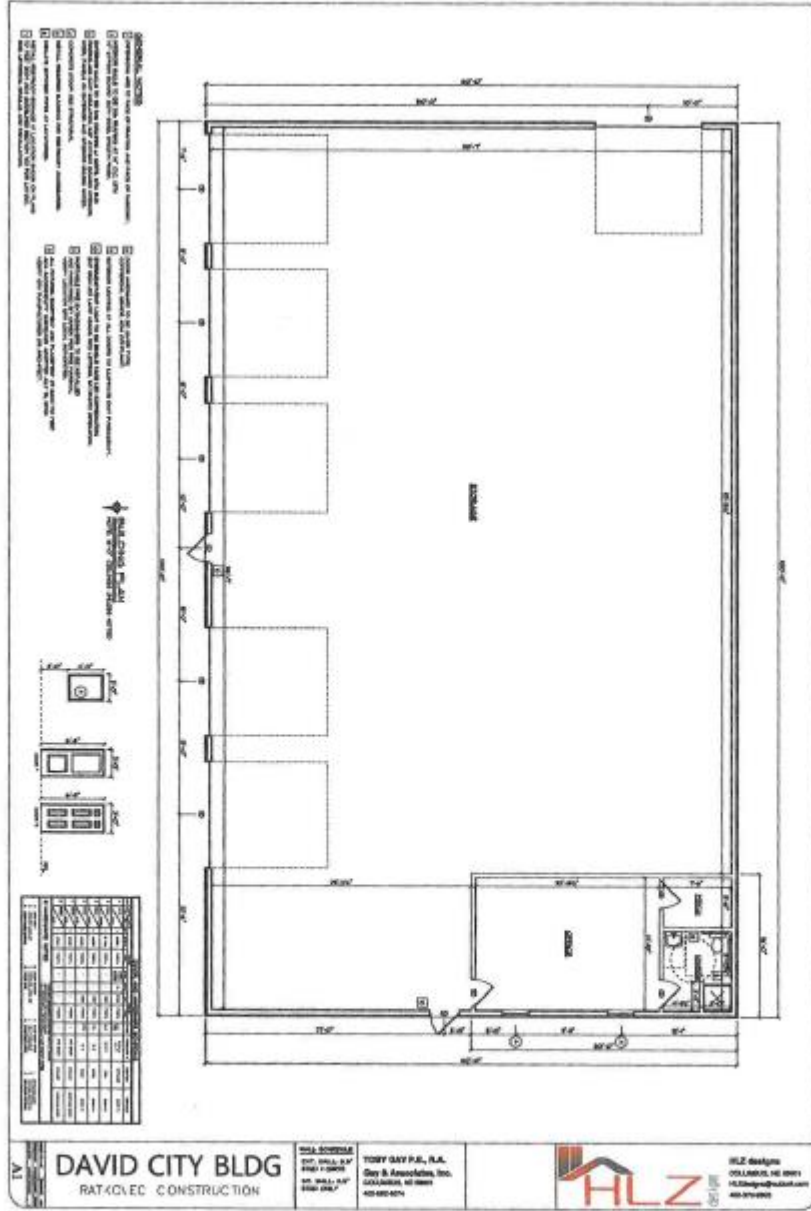


Exhibit A

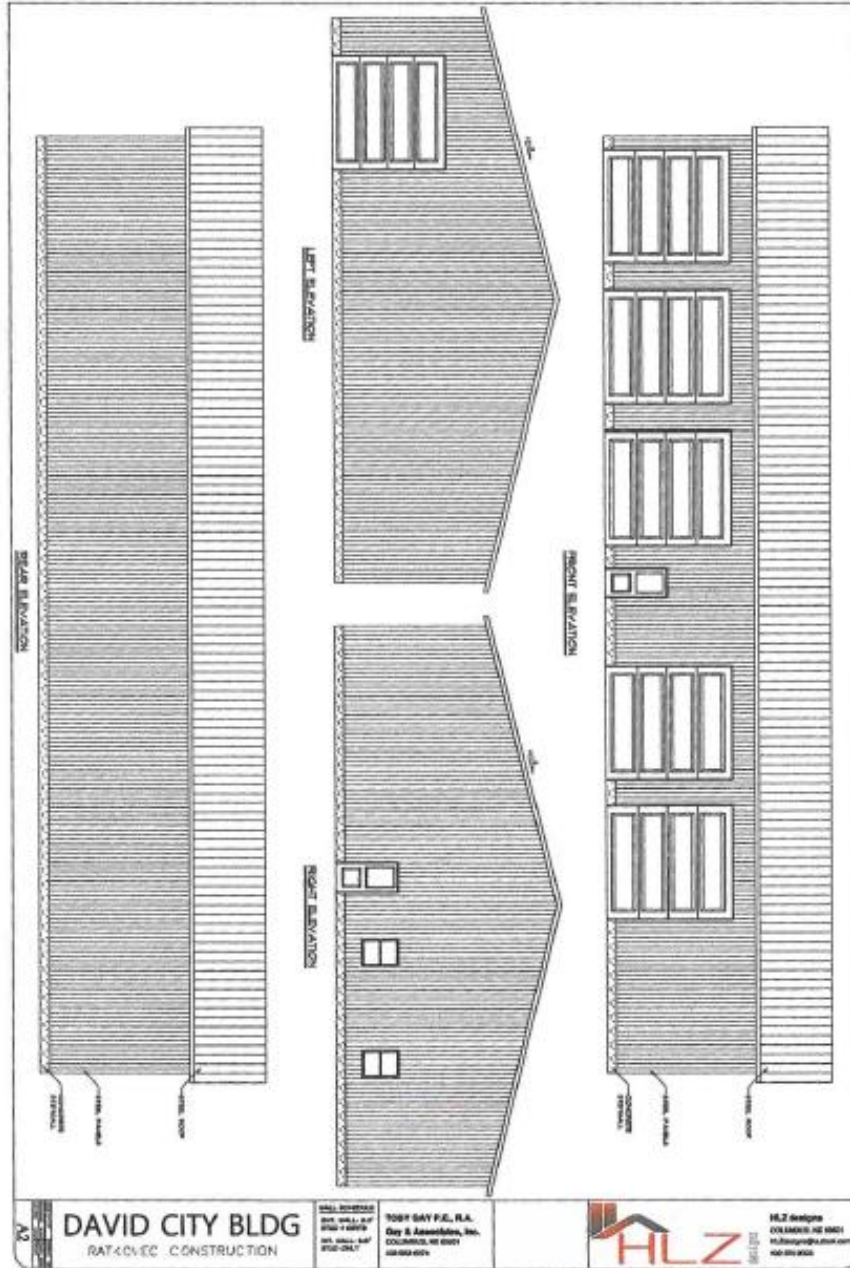


Exhibit A

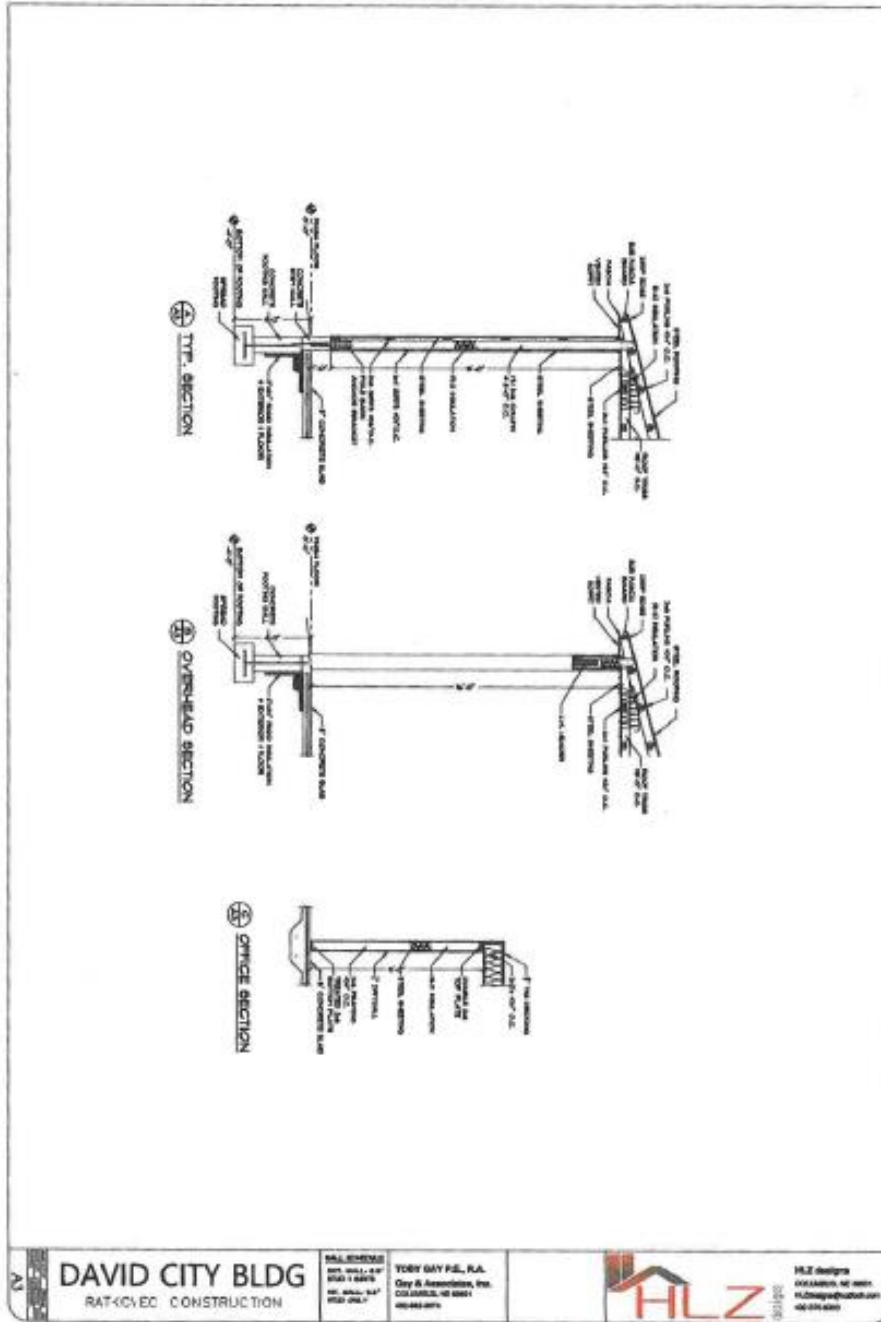


Exhibit A

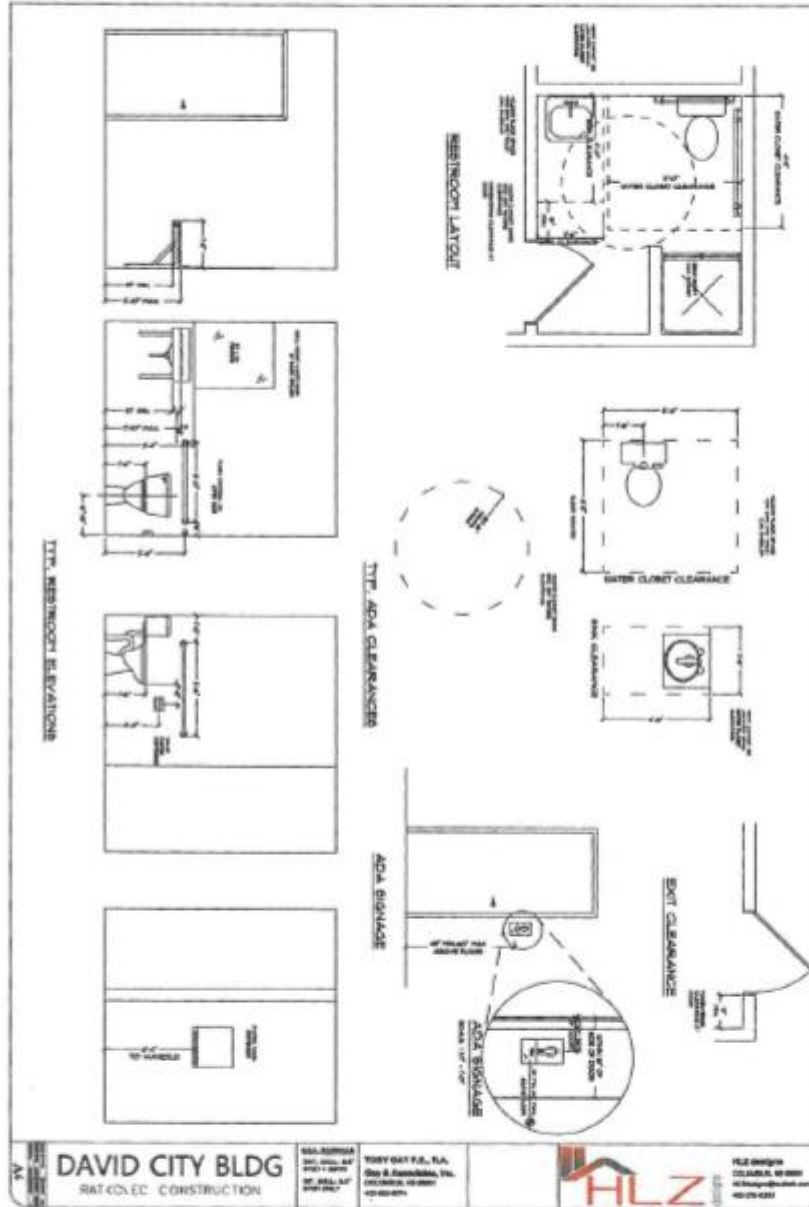


Exhibit A

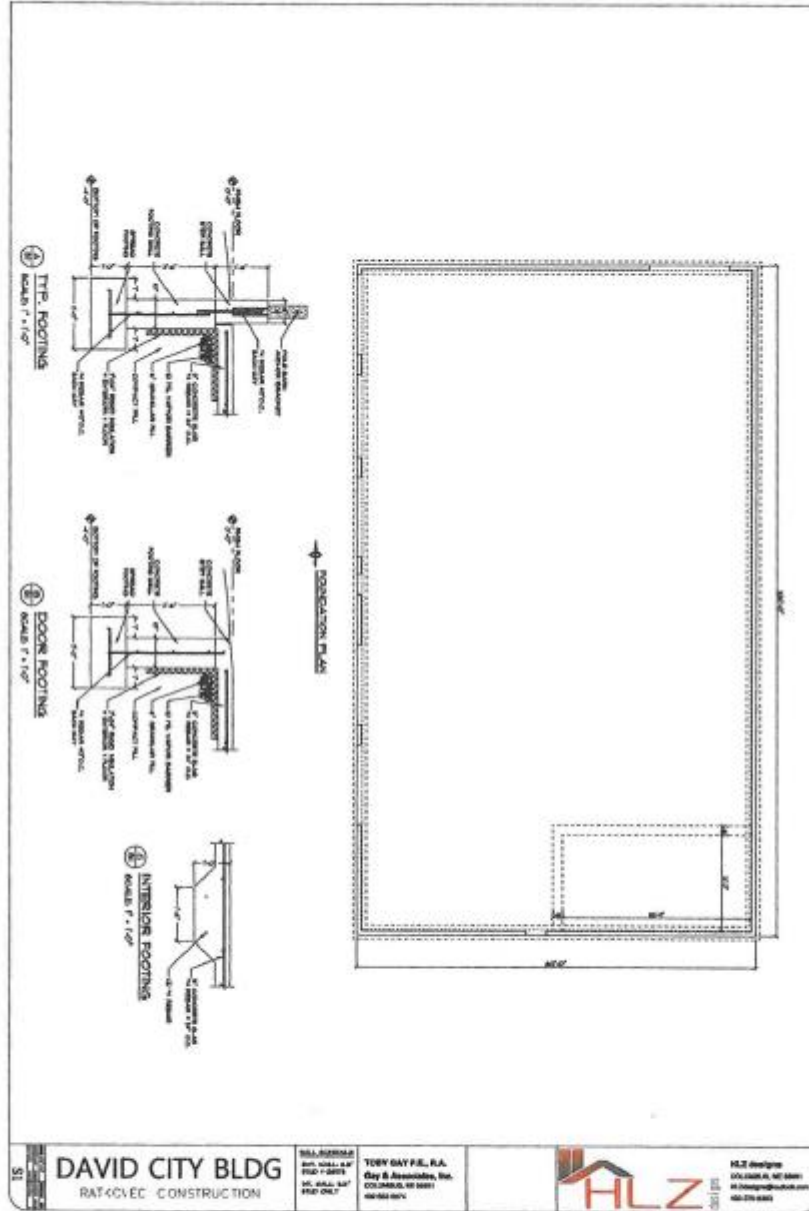


Exhibit A

Council member Kevin Woita made a motion to approve the agreement for professional services with Olsson for the AKRS/AGP Municipal Paving Improvements. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

(This space left intentionally blank)



**LETTER AGREEMENT
FOR PROFESSIONAL SERVICES**

August 25, 2022

Mayor and City Council
City of David City, NE
557 North 4th Street
David City, NE 68632

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
AKRS/AGP Municipal Paving Improvements (the "Project")
David City, NE

Dear Mayor and City Council:

It is our understanding that the City of David City, NE ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all its services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Within 15 Days of Signed Agreement
Anticipated Completion Date: Within 90 Days of Start Date for Design

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services lump sum fee of **Ninety Thousand, Seventy Five Dollars (\$90,075.00) for the street design**. Olsson's reimbursable expenses for this Project are included in the lump sum fee. Olsson shall submit invoices monthly and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

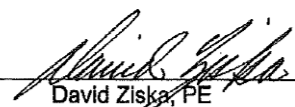
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Dana Trowbridge.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Matt Rief, PE

By  _____
David Ziska, PE

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

CITY OF DAVID CITY, NE

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments
General Provisions
Scope of Services

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GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated 08/25/22 between the City of David City, NE ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or

economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until

the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the

contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such

observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably

incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse

by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s)

or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s) size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall

take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such information. If the Receiving Party exercises its option to destroy the information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all

claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted

by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 18-2022 adopting a Redevelopment Contract for the Sewage Treatment Facilities District TIF. Council Member Pat Meysenburg seconded the motion. The motion carried.
Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

RESOLUTION NO. 18-2022

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, APPROVING A REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY THE CITY OF DAVID CITY, NEBRASKA, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE NORTHWEST REDEVELOPMENT AREA (SEWAGE TREATMENT FACILITIES DISTRICT TIF PROJECT)".

WHEREAS, the Mayor and City Council of the City of David City, Nebraska (the "City"), previously approved a redevelopment plan entitled "Redevelopment Plan for the Northwest Redevelopment Area (Sewage Treatment Facilities District TIF Project)" (the "Plan"); and

WHEREAS, the Mayor and City Council of the City, has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of the redevelopment contract by and between the City, as redeveloper, and the Community Development Agency of the City (the "Agency"), with respect to the redevelopment project specified in the Plan (the "Redevelopment Contract").

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of David City, Nebraska, that the Redevelopment Contract by and between the City, as redeveloper, and the Agency, in the form presented, is hereby acknowledged and approved. The Mayor and City Clerk are hereby authorized to execute said Redevelopment Contract in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the Mayor of the Redevelopment Contract, or any such documents, instruments, agreements or certifications relating to such matters contained in the Redevelopment Contract, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

COUNCIL PRESIDENT

ATTEST:

CITY CLERK

EXHIBIT "A"
Redevelopment Contract

(See attached)

Council member Pat Meysenburg made a motion to approve the Redevelopment contract with the Community Development Agency for the Northwest Redevelopment Area (Sewage Treatment Facilities District TIF Plan). Council Member Kevin Woita seconded the motion. The motion carried.

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

REDEVELOPMENT CONTRACT

(Northwest Redevelopment Area – Sewage Treatment Facilities District TIF Project)

This Redevelopment Contract for the Northwest Redevelopment Area – Sewage Treatment Facilities District TIF Project ("**Redevelopment Contract**") is made and entered into as of the _____, 20____, by and between the Community Development Agency of the City of David City, Nebraska (the "**Agency**") and the City of David City, Nebraska ("**City**"). The Agency and/or City may be referred to hereinafter as the "**Party**" or collectively as the "**Parties**".

WITNESSETH:

WHEREAS, pursuant to the Nebraska Community Development Law, Sections 18-2101, et. seq. (the "**Act**") the Mayor and City Council adopted and approved a plan entitled, "Redevelopment Plan for the Northwest Redevelopment Area (Sewage Treatment Facilities District TIF Project)" (the "**Plan**"); and

WHEREAS, pursuant to the Plan, the City intends to engage in certain development activities related to the construction of new sewage treatment facilities for use by the City and its residents (the "**Redevelopment Project**"), as depicted on the preliminary site plans attached hereto and incorporated as Exhibit "B", all as more particularly described in the Plan;

WHEREAS, the current sewage treatment facilities are outdated and cannot adequately serve the City's current and future needs;

WHEREAS, the City anticipates growth within the community redevelopment area (as defined in the Act), designated by the Mayor and City Council as blighted and substandard and in need of redevelopment, and commonly referred to as "Northwest Redevelopment Area" (the "**Redevelopment Area**"), as described on Exhibit "A"¹, attached hereto and incorporated herein;

¹ Certain parcels in the Northwest Redevelopment Area that are subject to existing (stand-alone) TIF projects are excluded from the Redevelopment Area, and any references thereto, for the purpose of this Redevelopment Contract.

WHEREAS, the sewage treatment facilities constructed as part of the Redevelopment Project are necessary to serve the Redevelopment Area and the future growth anticipated therein;

WHEREAS, the substantial investment necessary for the Redevelopment Project is not economically feasible without the assistance of tax-increment financing ("TIF"); and

WHEREAS, the Agency proposes to authorize, and via the adoption and execution of this Redevelopment Contract, hereby does authorize issuance of its tax increment financing promissory note (the "Note") pursuant to the terms herein, to provide for eligible costs relating to the Redevelopment Project; and

WHEREAS, in conformance with sections 18-2107(8), 18-2107(10), and 18-2107(13) of the Act, the excess ad valorem real property taxes ("TIF Revenues") used to fund, in part, the Redevelopment Project, shall be derived from all real property within the Redevelopment Area based upon the natural property valuation increases thereon, estimated to equal approximately 2.0% per year; and

WHEREAS, the City seeks the assistance of the Agency for the costs of the eligible improvements for the Redevelopment Project and therefore is willing to agree to the conditions herein set forth as an inducement to the Agency to issue the Note.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Agency and City do hereby agree, covenant and warrant as follows:

Section 1. Representations, Warranties and Covenants of City.

City hereby represents, covenants and warrants as follows:

- (a) The City is a Nebraska municipal corporation duly organized and existing under the laws of the State of Nebraska, and is authorized to enter into and perform its obligations under this Redevelopment Contract.
- (b) Throughout the term of this Redevelopment Contract, City will reasonably endeavor to construct, operate and maintain the Redevelopment Project in accordance with the terms of this Redevelopment Contract and the Plan, or amendments thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations).
- (c) The City shall retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by the City in relation to the Redevelopment Project or Plan until the expiration of three years following the end of the last fiscal year in which TIF Revenues are divided in relation to the Redevelopment Project.

Section 2. Incorporation of Plan; Agency to Issue Note.

This Redevelopment Contract hereby incorporates the Plan by this reference. In order to provide for payment of some of the eligible improvements for the Redevelopment Project set forth in the Plan and this Redevelopment Contract, as described in Exhibit "C", attached hereto and incorporated herein (the "**Eligible Costs**"), the Agency shall proceed to issue its Note in the form attached hereto and incorporated herein as Exhibit "D", in the principal amount of \$799,615, at a 0.0% rate of interest, pursuant to the terms of the Note and this Redevelopment Contract. In consideration of the City undertaking the Redevelopment Project, the Agency shall issue the Note to the City no earlier than thirty (30) days following the Agency's approval and adoption of this Redevelopment Contract. At closing of the Note, the loan to be accomplished by this Section and the obligation of the Agency to use the incremental ad valorem real estate taxes collected within Redevelopment Area (the "**TIF Revenues**") for redevelopment purposes under this Redevelopment Contract may be accomplished by offset so that the City retains the TIF Revenues in consideration of constructing the Redevelopment Project, and no bankable currency is exchanged at closing of the Note.

The "effective date" (as defined in the Act) for the division of ad valorem real property taxes as provided under the Act shall be January 1, 2022. The "redevelopment project valuation" (as defined in the Act) shall be the assessed value attributable to the Redevelopment Area on January 1, 2021.

The Note shall constitute a limited obligation of the Agency payable exclusively from the TIF Revenues pursuant to section 18-2147 of the Act and collected for a period not to exceed fifteen (15) years from the effective date. Prior to receipt of any TIF Revenues, the Agency, as paying agent and registrar of the Note, shall create a special fund established solely to make payments on the Note (the "**TIF Fund**"). Upon receipt of the TIF Revenues, the Agency shall deposit the TIF Revenues into the TIF Fund, and thereafter disburse said TIF Revenues to the holder of the Note (but only from available TIF Revenues) at the times specified in the Note to provide for reimbursement of all or a portion of the Eligible Costs, to the extent paid by City, as evidenced by paid invoices or other evidence acceptable to the Agency ("**Eligible Costs Certifications**"). The principal amount paid on the Note shall not exceed the aggregate amount of Eligible Costs expended by the City. Each such reimbursement hereunder shall be and constitute a grant to the City made under the terms of this Redevelopment Contract and the Act. The City may, at its option, submit one or more partial Eligible Costs Certifications prior to expenditure of all Eligible Costs providing certification of receipt of billings for work in progress. All Eligible Costs Certifications shall be subject to review and approval by the Agency.

The Agency may treat the registered holder of the Note as the absolute owner of the Note for the purpose of making payments thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of the Note in accordance with the terms of this Redevelopment Contract and the Note shall be valid and effectual and shall be a discharge of the Agency and its officers and agents, in respect of the liability upon the Note or claims for interest to the extent of the sum or sums so paid. The Agency shall keep current records of all payments on the Note and the outstanding balance of principal and interest on the Note, and such records shall be treated as determinative by the Parties and/or their assigns. The City may transfer or pledge the Note as collateral upon prior written notice to the Agency, accompanied by such documentation effectuating such transfer or pledge, in accordance with such other requirements as may be set forth in the Note. At any time, the Agency shall have the option of prepaying in whole or in part principal of the Note. The chairperson and secretary of the Agency, or any one of them, shall be authorized to take any and all actions, and to execute

any and all documents deemed by them necessary to effect the transactions authorized by this Redevelopment Contract.

Unless otherwise determined by the Agency, the proceeds of the Note shall be applied to the Eligible Costs in the manner described above.

Section 3. Sale of Note

Purchase of the Note by the City, and the obligation of the Agency to remit the TIF Revenues for the Redevelopment Project as debt service on the Note, may be accomplished by offset in consideration of the City's warranties and obligations hereunder so that no bankable currency is exchanged between the Parties at closing of the Note.

Section 4. Indemnification and Penal Bond

The City shall procure a penal bond to the extent required under section 18-2151 of the Act.

Section 5. Additional Parties Added as Redeveloper.

The Parties specifically agree that additional parties or entities may be admitted to and included as redeveloper(s) of the Redevelopment Project upon the mutual written consent of both Parties.

Section 6. Redevelopment Contract Binding Upon Successors and Assigns.

This Redevelopment Contract is made for the benefit of the City, the Agency and the registered owners from time to time of the Note as third party beneficiaries. This Redevelopment Contract shall be binding upon the Agency and the City, and any successors or assigns thereof.

Section 7. Titles of Sections.

Any titles of the several Sections of this Redevelopment Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

Section 8. Severability.

If any provision of this Redevelopment Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative and unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, sections or paragraphs in this Redevelopment Contract shall not affect the remaining portions of this Redevelopment Contract or any part thereof.

Section 9. Counterparts.

This Redevelopment Contract may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10. Law Governing.

The Parties agree that this Redevelopment Contract shall be governed and construed in accordance with the laws of Nebraska.

Section 11. Time of the Essence.

Time shall be of the essence for this Redevelopment Contract.

Section 12. Termination.

This Redevelopment Contract shall commence as of the date first above written and shall terminate upon the earlier of the date on which TIF Revenues for the Redevelopment Project are no longer collectable under Section 18-2147 of the Act or payment of all principal and interest owed toward the Note. If, at any time prior to the termination of this Redevelopment Contract as set forth above, the City is unable to complete the Redevelopment Project in satisfaction of its obligations under this Redevelopment Contract, the City shall provide written notice to the Agency stating the same, and the City shall pay back to the Agency any TIF Revenues received in excess of the Eligible Costs expended as of such date, to be returned to the county assessor for redistribution among the relevant taxing entities. Thereafter, this Redevelopment Contract shall terminate, and neither the City nor Agency shall have any further rights, obligations or liabilities hereunder.

Section 13. Force Majeure Event.

Neither City nor the Agency shall be considered in breach of, or in default in its obligations with respect to any of the obligations under this Redevelopment Contract in the event that an enforced delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault or negligence, caused by a Force Majeure Event, which is defined herein as any failure or delay in performance by a Party that is proximately caused by acts of God, or wars or insurrections; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of City or the Agency, as the case may be, shall be extended for the period of the enforced delay as determined by the mutual agreement of City and the Agency; provided, that City or the Agency, as the case may be, shall, within twenty (20) days after the beginning of any such enforced delay, have notified City or the Agency (as applicable) in writing of the cause or causes thereof, and requested an extension for the period of the enforced delay.

Section 14. Effect of Redevelopment Contract.

This Redevelopment Contract (including the Plan as incorporated by reference) constitutes the entire understanding by and between the Parties concerning the subject matter

hereof, and supersedes and replaces all prior agreements. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between or among the Parties relating to the subject matter hereof and not embodied in this Redevelopment Contract shall be of any force and effect.

(Signatures on following pages)

IN WITNESS WHEREOF, the Agency and the City have caused this Redevelopment Contract to be executed by their duly authorized representatives.

COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF DAVID CITY, NEBRASKA

By: _____
Chairperson

ATTEST:

Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, Chairperson, and _____, Secretary, of the Community Development Agency of the City of David City, Nebraska on behalf of the agency.

Notary Public

CITY OF DAVID CITY, NEBRASKA

By: _____
Council President

ATTEST:

City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, Mayor, and _____, City Clerk, of the City of David City, Nebraska, on behalf of the city.

Notary Public

Exhibit "A"
Redevelopment Area

Legal Description:

The Point of Beginning is northeast corner of a parcel referred to 18-15-3 David City 18-15-3 NW1/4 (PID 120008566), thence westerly along the north property line of said lot and continuing to the NW corner of a parcel referred to as 18-15-3 David City 18-15-3 PT NW1/4 (PID 120008569), thence, southerly along the west property line of said parcel to the intersection with the BNSF Railroad right-of-way and following said right-of-way to the south property line of said parcel, thence easterly along the south property line of said parcel, and continuing easterly along the south property line of a parcel referred to as 18-15-3 David City 18-15-3 PT SE1/4NW1/4 (PID 120008565) to the SE corner of said parcel; thence, southerly along the east property line of said parcel and continuing southerly along the west property lines of lots to the SW corner of a parcel referred to as 18-15-3 David City 18-15-3 PT NE1/4SW1/4 (PID 120008579); thence, westerly along the north right-of-way line of Timppte Parkway and continuing to the NW corner of said right-of-way; thence, southerly along the west right-of-way line of Timppte Parkway to the intersection with the NE corner of a parcel referred to as 18-15-3 David City PT of Lots 8-13, Blk 1, and Schmids Addition and vacated "S" Street; thence westerly along the northern property line of said parcel to the NW corner of said parcel; thence, northerly along the east property line of a parcel referred to as 18-15-3 Lots 1, 3-7, PT of Lots 8-13, Blk 1 Schmids Addition and PT of vacated "S" Street to the NE corner of said parcel; thence, westerly along the north property line of said parcel to the NW corner; thence, southerly along the west property line of said parcel to the intersection with the BNSF Railroad right-of-way and following said right-of-way to the intersection with the SW corner of a parcel referred to as 19-15-3 David City S 80.2' of Lot 1, Blk 2 Hilgers Addition, thence, easterly along the south right-of-way line of "N" Street and continuing to the intersection with the centerline of "5th" Street; thence northerly along said centerline to the intersection with the centerline of "O" Street; thence, easterly along said centerline to the extended east property line of a parcel referred to as 18-15-3 David City PT Lot 7 DC Land and Lot Company's Suburban Lots; thence northerly along the east property line of said parcel to the NE corner of the parcel; thence, westerly along the north property line of said parcel to the intersection with the east property line of a parcel referred to as 18-15-3 David City 18-15-3 PT of Lot 8 in S1/2SE1/4 and PT Lot 7 DC Land and Lot Company's Suburban Lots; thence, northerly along said east property line and continuing northerly along the east property lines to the NE corner of a parcel referred to as 18-15-3 David City 18-15-3 PT Lot 8 DC Land and Lot Company's Suburban Lots; thence, westerly along the north property line of said parcel to the intersection with the west right-of-way of Nebraska Highway 15; thence, northerly along the west right-of-way line of Nebraska Highway 15 and continuing northerly to the POB; excluding a parcel referred to as 18-15-3 David City 18-15-3 PT NW1/4 (PID 120008567).

* Subsequent to the approval of this Redevelopment Contract, the Redevelopment Area, or a portion thereof, may be subdivided or replatted. Subsequent to said subdivision or replat, the above legal description shall be replaced with the legal description provided in the subdivision or replat of the Redevelopment Area approved by the City.

Exhibit "B"

Redevelopment Project Preliminary Plans



* The above is a preliminary site plan for reference purposes only and is subject to change.

Exhibit "C"
Projected TIF Sources and Uses

Projected TIF Sources:

Assumptions:

Base Tax Amount of Redevelopment Area	\$18,547,195
Post-Redevelopment Valuation	See below chart
Tax Levy	1.65%
Annual Increase to Assessed Valuation	2%
Tax Increment Generated	\$799,615

Amortization:

DATE	Total Taxable Valuation	Less Pre-Development Base	TIF Taxable Valuation	Tax Levy	Tax Revenues	Treasurer's 1% Collection Fee	Revenues Available For TIF Loan
-----	-----	-----	-----	----	-----	-----	-----
0	\$ 18,547,195						
0.5	\$ 18,918,139	\$ 18,547,195	\$ 370,944	1.65000	\$ 3,055	\$ 31	\$ 3,024
1	\$ 18,918,139	\$ 18,547,195	\$ 370,944	1.65000	\$ 3,060	\$ 31	\$ 3,029
1.5	\$ 19,296,502	\$ 18,547,195	\$ 749,307	1.65000	\$ 6,182	\$ 62	\$ 6,120
2	\$ 19,296,502	\$ 18,547,195	\$ 749,307	1.65000	\$ 6,182	\$ 62	\$ 6,120
2.5	\$ 19,682,432	\$ 18,547,195	\$ 1,135,237	1.65000	\$ 9,366	\$ 94	\$ 9,272
3	\$ 19,682,432	\$ 18,547,195	\$ 1,135,237	1.65000	\$ 9,366	\$ 94	\$ 9,272
3.5	\$ 20,076,080	\$ 18,547,195	\$ 1,528,885	1.65000	\$ 12,613	\$ 126	\$ 12,487
4	\$ 20,076,080	\$ 18,547,195	\$ 1,528,885	1.65000	\$ 12,613	\$ 126	\$ 12,487
4.5	\$ 20,477,602	\$ 18,547,195	\$ 1,930,407	1.65000	\$ 15,926	\$ 159	\$ 15,767
5	\$ 20,477,602	\$ 18,547,195	\$ 1,930,407	1.65000	\$ 15,926	\$ 159	\$ 15,767
5.5	\$ 20,887,154	\$ 18,547,195	\$ 2,339,959	1.65000	\$ 19,305	\$ 193	\$ 19,112
6	\$ 20,887,154	\$ 18,547,195	\$ 2,339,959	1.65000	\$ 19,305	\$ 193	\$ 19,112
6.5	\$ 21,304,897	\$ 18,547,195	\$ 2,757,702	1.65000	\$ 22,751	\$ 228	\$ 22,523
7	\$ 21,304,897	\$ 18,547,195	\$ 2,757,702	1.65000	\$ 22,751	\$ 228	\$ 22,523
7.5	\$ 21,730,995	\$ 18,547,195	\$ 3,183,800	1.65000	\$ 26,266	\$ 263	\$ 26,003
8	\$ 21,730,995	\$ 18,547,195	\$ 3,183,800	1.65000	\$ 26,266	\$ 263	\$ 26,003
8.5	\$ 22,165,615	\$ 18,547,195	\$ 3,618,420	1.65000	\$ 29,852	\$ 299	\$ 29,553
9	\$ 22,165,615	\$ 18,547,195	\$ 3,618,420	1.65000	\$ 29,852	\$ 299	\$ 29,553
9.5	\$ 22,608,927	\$ 18,547,195	\$ 4,061,732	1.65000	\$ 33,509	\$ 335	\$ 33,174
10	\$ 22,608,927	\$ 18,547,195	\$ 4,061,732	1.65000	\$ 33,509	\$ 335	\$ 33,174
10.5	\$ 23,061,106	\$ 18,547,195	\$ 4,513,911	1.65000	\$ 37,240	\$ 372	\$ 36,868
11	\$ 23,061,106	\$ 18,547,195	\$ 4,513,911	1.65000	\$ 37,240	\$ 372	\$ 36,868
11.5	\$ 23,522,328	\$ 18,547,195	\$ 4,975,133	1.65000	\$ 41,045	\$ 410	\$ 40,635
12	\$ 23,522,328	\$ 18,547,195	\$ 4,975,133	1.65000	\$ 41,045	\$ 410	\$ 40,635
12.5	\$ 23,992,774	\$ 18,547,195	\$ 5,445,579	1.65000	\$ 44,926	\$ 449	\$ 44,477
13	\$ 23,992,774	\$ 18,547,195	\$ 5,445,579	1.65000	\$ 44,926	\$ 449	\$ 44,477
13.5	\$ 24,472,630	\$ 18,547,195	\$ 5,925,435	1.65000	\$ 48,885	\$ 489	\$ 48,396
14	\$ 24,472,630	\$ 18,547,195	\$ 5,925,435	1.65000	\$ 48,885	\$ 489	\$ 48,396
14.5	\$ 24,962,083	\$ 18,547,195	\$ 6,414,888	1.65000	\$ 52,923	\$ 529	\$ 52,394
15	\$ 24,962,083	\$ 18,547,195	\$ 6,414,888	1.65000	\$ 52,923	\$ 529	\$ 52,394
	=====	=====	=====		-----	-----	-----
					\$807,693	\$8,078	\$799,615

Eligible Costs/Projected TIF Uses

COST CLASSIFICATION	ESTIMATED TOTAL COST
1. Administrative and legal expenses	175,000
2. Land, structures, right-of-ways, appraisals, etc.	
3. Relocation expenses and payments	
4. Architectural and engineering fees	775,000
5. Project inspection fees	700,000
6. Site work, demolition and removal	
7. Construction	9,500,000
8. Equipment	
9. Miscellaneous	
10 SUBTOTAL (sum of lines 1-9)	11,150,000
11. Contingencies	1,850,000
12. SUBTOTAL (sum of lines 10-11)	13,000,000
13. Less project (program) income	0
14. TOTAL PROJECT COSTS (line 12 minus 13)	13,000,000

* The above figures are only estimates of the Eligible Costs, and such actual costs may vary, as will be reflected in the Eligible Costs Certifications required under Section 2 of the Redevelopment Contract.

** All Eligible Costs contemplated in the Plan or allowed under the Act, which are not otherwise specified herein, shall be included as Eligible Costs for purposes of this Redevelopment Contract under this Exhibit "C".

Exhibit "D"
The Note

(See Attached)

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "'33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE CITY OF DAVID CITY PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF DAVID CITY TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

TAX INCREMENT FINANCING PROMISSORY NOTE

(Northwest Redevelopment Area – Sewage Treatment Facilities District TIF Project)

\$799,615.00 _____, 2022

FOR VALUE RECEIVED, the undersigned, Community Development Agency of the City of David City, Nebraska (hereinafter known as "Agency"), promises to pay the City of David City, Nebraska ("Holder"), and/or its assigns, the principal sum of Seven Hundred Ninety-Nine Thousand Six Hundred Fifteen and No/100 Dollars (\$799,615.00), together with interest thereon at the rate of 0.00% per annum, in accordance with the terms of that certain Redevelopment Contract dated _____, 2022 (the "Redevelopment Contract"), as between the Agency and Holder, until January 1, 2038, or until this Tax Increment Financing Promissory Note ("Note") is paid in full, whichever occurs first. The principal balance and interest thereon shall be due and payable on this Note as and at such time as any excess ad valorem taxes generated in the "Redevelopment Area" (as set forth in the Redevelopment Contract) are collected by the Agency and available for the retirement of this debt.

All terms of the Redevelopment Contract authorizing the issuance of this Note are hereby incorporated and adopted by this Note as if specifically set forth herein. To the extent the terms of this Note conflict with the Redevelopment Contract, the terms of this Note shall control.

In the event of default under this Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to five percent (5%) above the prime rate as published by the Wall Street Journal from time-to-time; however, in the event said interest rate exceeds the maximum rate allowable by law, then such rate of interest shall equal the highest legal rate available.

The Agency may prepay the principal amount outstanding in whole or in part, without penalty or the prior consent of the Holder.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Contract are insufficient to pay in full all amounts due and owing after all excess ad valorem taxes pledged

towards this Note, as set forth in the Redevelopment Contract, have been collected by the Agency and paid, within a reasonable time after becoming available, towards the retirement of the amounts due hereunder, then the Holder shall waive any unpaid portion of the principal and interest due hereon. Notwithstanding the foregoing, the Agency shall not be obligated to make more than two payments on this Note, at least five months apart, during any single calendar year.

In the event this Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Agency shall be in default in the event the Agency shall fail to pay, when due, any amount required hereunder.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT OF THE AGENCY. THE HOLDER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH HOLDER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE AGENCY.

Pursuant to the Redevelopment Contract and Sections 18-2124 and 18-2150, R.R.S. Neb. 2012, the excess ad valorem real property taxes within the Redevelopment Area have been pledged for the payment of this Note, both principal and interest as the same fall due or become subject to mandatory redemption. This Note shall not constitute a general obligation of the Agency and the Agency shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. This Note shall not constitute an obligation of the State of Nebraska, the Agency, or of the City of David City (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2150 R.R.S. Neb. 2012) and neither the State of Nebraska, the Agency nor the City of David City shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph). Neither the members of the Agency's governing body nor any person executing this Note shall be liable personally on this Note by reason of the issuance hereof.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Note to the Agency or the Holder shall be in writing and shall be given by regular mail to the Holder or Agency, or at such other address as either party may designate by notice in writing.

This Note shall be governed by and construed in accordance with the Laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

IN WITNESS WHEREOF, the Chairperson and Secretary of the Agency have caused this Note to be executed on behalf of the Agency, all as of the Dated Date shown below.

Dated this ____ day of _____, 2022.

COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF DAVID CITY, NEBRASKA

ATTEST:

By: (Sample – Do Not Sign)
Chairperson

(Sample – Do Not Sign)
Secretary

Council member Kevin Woita made a motion to approve the quote for the purchase of a New Swenson PV-358 Sand/Salt spreader from Midwest Sales & Service for \$6,790. Council Member Jessica Miller seconded the motion. The motion carried.
Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

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Emergency Lights
Snow Equipment
Plows & Blowers
Bridge Materials
Grader Blades
Street Signs
Culverts
Chains



602 Road 5
Schuyler, NE
68661
402-352-5630
FAX 402-352-5142
WATS 800-642-8302
www.midwestserviceandsales.com
sales@midwestserviceandsales.com

May 19, 2022

City of David City

Spreader Quote


Chris:

Here is the quote you requested on a New Swenson PV-358 Sand/Salt Spreader.

1 qty Swenson PV-358 Select Carbon Steel Spreader with Wireless Remote Controls and Battery. Literature Included.

Price FOB David City within 1 week \$6,790.00

Thank You



Terry Scheuneman

Midwest Service and Sales Co.

Council President Tom Kobus stated that the next item on the agenda was closed session for personnel, contracts or pending litigation (as necessary). Council President Tom Kobus stated that closed session was not necessary this evening.

Council member Kevin Woita made a motion to adjourn. Council Member Jessica Miller seconded the motion. The motion carried and Council President Tom Kobus declared the meeting adjourned at 7:28 p.m.

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

Yea: 5, Nay: 0, Absent: 1



CERTIFICATION OF MINUTES
September 14, 2022

I, Tami Comte, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of September 14, 2022; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Tami Comte, City Clerk