

CITY COUNCIL PROCEEDINGS
August 23, 2023

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 August 17, 2023, and an affidavit of the publisher is on file in the office of the City Clerk. The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Mayor Jessica Miller, Council President Bruce Meysenburg, Council members Kevin Woita, Pat Meysenburg, Jim Angell, Keith Marvin, Tom Kobus, and Interim City Administrator/City Clerk Tami Comte. City Attorney David Levy was present via Zoom.

Also present for the meeting were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Asst. Police Chief Devin Betzen, Ethan Joy with JEO, Randy Kirkpatrick and Brad Swerczek with K-Tech Services.

The meeting opened with the Pledge of Allegiance.

Mayor Jessica Miller informed the public of the "Open Meetings Act" posted on the west wall of the meeting room and asked those present to please silence their cell phones. Mayor Miller read the speaking guidelines for the City Council meeting. She 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 Bruce Meysenburg made a motion to approve the minutes of the August 9 and August 16, 2023, City Council meetings as presented. Council Member Jim Angell seconded the motion. The motion carried.

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

Council member Pat Meysenburg made a motion to approve the Certificate of Payment #12 for M.E. Collins Contracting Co., Inc. in the amount of \$90,144.10 for the "O" Street Project. Council Member Tom Kobus seconded the motion. The motion carried.

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

CERTIFICATE OF PAYMENT: 12



Date of Issuance: August 2, 2023

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:		<u>\$7,722.40</u>

Original Contract Cost:	<u>\$1,848,434.00</u>
Approved Change Orders:	
No. 1	<u>\$0.00</u>
No. 2	<u>\$47,250.00</u>
No. 3	<u>\$9,100.00</u>
No. 4	<u>\$0.00</u>
No. 5	<u>\$22,412.00</u>
No. 6	<u>\$8,050.00</u>
No. 7	<u>\$3,356.00</u>
No. 8	<u>\$19,456.00</u>
Total Contract Cost:	<u>\$1,958,058.00</u>

Value of completed work and materials stored to date	<u>\$1,958,683.77</u>
Less retainage percentage 0%	<u>\$10,000.00</u>
Net amount due including this estimate	<u>\$1,948,683.77</u>
Less: Estimates previously approved:	

No. 1	<u>\$9,064.80</u>	No. 5	<u>\$543,937.23</u>	No. 9	<u>\$215,930.75</u>
No. 2	<u>\$189,875.93</u>	No. 6	<u>\$443,793.80</u>	No. 10	<u>\$93,382.40</u>
No. 3	<u>\$116,932.09</u>	No. 7	<u>\$35,461.00</u>	No. 11	<u>\$104,096.47</u>
No. 4	<u>\$79,720.20</u>	No. 8	<u>\$26,345.00</u>	Total Previous Estimates:	<u>\$1,858,539.67</u>

NET AMOUNT DUE THIS ESTIMATE: \$90,144.10

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.
12

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

Project#: 021-0766
 Date: 05/05/23

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Qty	Unit Price	SCHEDULED VALUE (\$)*	City from previous pay app	Total from previous pay app	City Rate Period	Total from this Period	PERCENTAGE PAID TO DATE (\$/100.00)	TOTAL QUANTITY TO DATE (\$/100.00)	TOTAL COMPLETED TO DATE (\$/100.00)	% PAID	BALANCE TO BE PAID (\$)	RETENTION
1	Stabilization/Consolidation	L.S.	1	\$62,857.00	\$62,857.00	1.00	\$62,857.00	0.00	\$0.00		1.00	\$62,857.00	100%	\$0.00	\$0.00
2	Build 8" Concrete Pavement w/integral curb	S.Y.	12196	\$73.00	\$890,118.00	12,175.00	\$888,775.00	0.00	\$0.00		12,175.00	\$888,775.00	100%	\$697.00	\$0.00
3	Build 8" Concrete Driveway	S.Y.	801	\$17.00	\$13,617.00	797.00	\$13,507.00	0.00	\$0.00		797.00	\$13,507.00	100%	\$394.00	\$0.00
4	Build 8" Concrete Sidewalk	S.Y.	1232	\$57.00	\$70,224.00	1,203.00	\$68,714.00	26.00	\$2,230.00		1,249.00	\$70,944.00	89%	\$1,586.00	\$0.00
5	Build Concrete Curball	S.Y.	104	\$87.00	\$9,048.00	104.00	\$9,048.00	21.00	\$1,437.00		125.00	\$10,485.00	100%	\$1,437.00	\$0.00
6	Detachable Warning Panel	S.F.	180	\$51.00	\$9,180.00	180.00	\$9,180.00	0.00	\$0.00		180.00	\$9,180.00	100%	\$0.00	\$0.00
7	Build 2" Coated Rock Driveway	TONS	34.4	\$97.00	\$3,336.80	46.57	\$3,323.77	0.00	\$0.00		46.57	\$3,323.77	144%	\$665.03	\$0.00
8	Build Area Inlet (2)	EA.	7	\$2,633.00	\$20,531.00	7.00	\$20,531.00	0.00	\$0.00		7.00	\$20,531.00	100%	\$0.00	\$0.00
9	Build Curb Inlet	EA.	8	\$47,136.00	\$47,136.00	8.00	\$47,136.00	0.00	\$0.00		8.00	\$47,136.00	100%	\$0.00	\$0.00
10	Build Storm Sewer Manhole	EA.	11	\$6,536.00	\$71,896.00	11.00	\$71,896.00	0.00	\$0.00		11.00	\$71,896.00	100%	\$0.00	\$0.00
11	Build Concrete Coffer	EA.	1	\$2,475.00	\$2,475.00	1.00	\$2,475.00	0.00	\$0.00		1.00	\$2,475.00	100%	\$0.00	\$0.00
12	Build 18" round end section	EA.	2	\$1,234.00	\$2,468.00	1.00	\$1,234.00	0.00	\$0.00		1.00	\$1,234.00	50%	\$1,234.00	\$0.00
13	Build 24" round equipment lined end section	EA.	13	\$1,423.00	\$18,499.00	14.00	\$18,462.00	0.00	\$0.00		14.00	\$18,462.00	100%	\$1,423.00	\$0.00
14	Build storm sewer box	EA.	1	\$4,154.00	\$4,154.00	1.00	\$4,154.00	0.00	\$0.00		1.00	\$4,154.00	100%	\$0.00	\$0.00
15	Install 12" storm sewer pipe	L.F.	459	\$64.00	\$29,376.00	459.00	\$29,376.00	0.00	\$0.00		459.00	\$29,376.00	100%	\$0.00	\$0.00
16	Install 18" storm sewer pipe	L.F.	2293	\$67.00	\$153,621.00	2,263.00	\$153,621.00	0.00	\$0.00		2,263.00	\$153,621.00	100%	\$0.00	\$0.00
17	Install 24" round equipment storm sewer pipe	L.F.	190	\$123.00	\$23,370.00	230.00	\$28,290.00	0.00	\$0.00		230.00	\$28,290.00	117%	\$5,920.00	\$0.00
18	Build fire hydrant assembly	EA.	2	\$7,596.00	\$15,192.00	2.00	\$15,192.00	0.00	\$0.00		2.00	\$15,192.00	100%	\$0.00	\$0.00
19	Reconstruct 1" water service	EA.	1	\$265.00	\$265.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$265.00	\$0.00
20	12" water main lowering	EA.	1	\$7,862.00	\$7,862.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$7,862.00	\$0.00
21	4" water main lowering	EA.	1	\$2,476.00	\$2,476.00	1.00	\$2,476.00	0.00	\$0.00		1.00	\$2,476.00	100%	\$0.00	\$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	\$2,924.00	7.00	\$3,234.00	0.00	\$0.00		7.00	\$3,234.00	100%	\$0.00	\$0.00
24	Adjust curb top to grade	EA.	5	\$466.00	\$2,330.00	6.00	\$2,872.00	0.00	\$0.00		6.00	\$2,872.00	100%	\$1,452.00	\$0.00
25	Adjust manhole to grade - type 1	EA.	5	\$115.00	\$575.00	5.00	\$1,575.00	0.00	\$0.00		5.00	\$1,575.00	100%	\$0.00	\$0.00
26	Adjust manhole to grade - type 2	EA.	2	\$460.00	\$920.00	2.00	\$940.00	0.00	\$0.00		2.00	\$940.00	100%	\$0.00	\$0.00
27	Remove pavement	S.Y.	7663	\$11.00	\$84,293.00	7,863.00	\$84,293.00	0.00	\$0.00		7,863.00	\$84,293.00	100%	\$0.00	\$0.00
28	Remove driveway	S.Y.	664	\$21.00	\$13,944.00	664.00	\$13,944.00	0.00	\$0.00		664.00	\$13,944.00	100%	\$0.00	\$0.00
29	Remove sidewalk	S.Y.	70	\$21.00	\$1,470.00	70.00	\$1,470.00	0.00	\$0.00		70.00	\$1,470.00	100%	\$0.00	\$0.00
30	Remove storm sewer pipe	L.F.	1155	\$12.00	\$13,860.00	1,189.00	\$14,266.00	0.00	\$0.00		1,189.00	\$14,266.00	100%	\$1,436.00	\$0.00
31	Remove lined end section	EA.	2	\$206.00	\$412.00	2.00	\$412.00	0.00	\$0.00		2.00	\$412.00	100%	\$0.00	\$0.00
32	Remove and salvage fire hydrant	EA.	2	\$1,260.00	\$2,520.00	2.00	\$2,568.00	0.00	\$0.00		2.00	\$2,568.00	100%	\$0.00	\$0.00
33	Remove fence	L.F.	442	\$6.00	\$2,652.00	442.00	\$2,538.00	0.00	\$0.00		442.00	\$2,538.00	100%	\$0.00	\$0.00
34	Remove tree	EA.	3	\$2,721.00	\$8,163.00	5.00	\$13,653.00	0.00	\$0.00		5.00	\$13,653.00	107%	\$5,492.00	\$0.00
35	Remove and install mulch	EA.	15	\$25.00	\$375.00	15.00	\$7,875.00	0.00	\$0.00		15.00	\$7,875.00	100%	\$0.00	\$0.00
36	Remove	S.Y.	10140	\$1.70	\$17,238.00	10,140.00	\$17,238.00	118.00	\$197.20		10,258.00	\$17,435.20	101%	\$197.20	\$0.00
37	Install sediment filter	EA.	9	\$261.00	\$2,349.00	9.00	\$2,529.00	0.00	\$0.00		9.00	\$2,529.00	100%	\$0.00	\$0.00
38	Reinstall control mat, class 10	S.Y.	2688	\$2.25	\$6,048.00	2,468.00	\$5,458.00	118.00	\$255.20		2,723.00	\$5,713.20	105%	\$324.80	\$0.00
39	Build fabric all fence	L.S.	1	\$7,156.00	\$7,156.00	1.00	\$7,156.00	0.00	\$0.00		1.00	\$7,156.00	100%	\$0.00	\$0.00
40	General clearing and grubbing	L.S.	1	\$30,247.00	\$30,247.00	1.00	\$30,247.00	0.00	\$0.00		1.00	\$30,247.00	100%	\$0.00	\$0.00
41	Retiwork	L.S.	1	\$900.00	\$900.00	1.00	\$900.00	0.00	\$0.00		1.00	\$900.00	100%	\$0.00	\$0.00
42	Over-excavation	C.Y.	9600	\$0.00	\$29,500.00	5,900.00	\$29,500.00	0.00	\$0.00		5,900.00	\$29,500.00	100%	\$0.00	\$0.00
43	Import	C.Y.	4100	\$12.00	\$49,200.00	4,100.00	\$49,200.00	0.00	\$0.00		4,100.00	\$49,200.00	100%	\$0.00	\$0.00
Change Order															
CC0-1	Water Wash Tank	EA.	3	\$15,700.00	\$47,100.00	3.00	\$47,100.00	0.00	\$0.00		3.00	\$47,100.00	100%	\$0.00	\$0.00
CC0-1	Water Retention	EA.	4	\$675.00	\$2,700.00	2.40	\$2,700.00	1.00	\$1,480.00		4.00	\$2,700.00	100%	\$0.00	\$0.00
CC0-2	Re-install Retaining	L.S.	1	\$5,000.00	\$5,000.00	0.00	\$2,360.00	0.40	\$2,360.00		1.00	\$2,360.00	100%	\$0.00	\$0.00
CC0-6	Install Box	EA.	1	\$2,700.00	\$2,700.00	1.00	\$2,700.00	0.00	\$0.00		1.00	\$2,700.00	100%	\$0.00	\$0.00
CC0-5	Manhole #7, Grades with Instruct	L.S.	1	\$1,535.00	\$1,535.00	1.00	\$1,535.00	0.00	\$0.00		1.00	\$1,535.00	100%	\$0.00	\$0.00
CC0-2	Remove 1 Tree	L.S.	1	\$600.00	\$600.00	1.00	\$600.00	0.00	\$0.00		1.00	\$600.00	100%	\$0.00	\$0.00

City Council Proceedings
 August 23, 2023
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CD5-3	Dig Back 42' to Raise 2' Communication Lines @ 11th St	L.S.	1	\$2,455.00	\$2,455.00	1.00	\$2,455.00	0.00	\$0.00	1.00	\$2,455.00	100%	\$0.00	\$0.00
CD5-4	Remove 2'x4' Concrete Over 12" Water Line	L.S.	1	\$1,250.00	\$1,250.00	1.00	\$1,250.00	0.00	\$0.00	1.00	\$1,250.00	100%	\$0.00	\$0.00
	Remove 4'x3' Concrete Over Sewer Line @ 7th & 8th	L.S.	1	\$200.00	\$200.00	1.00	\$200.00	0.00	\$0.00	1.00	\$200.00	100%	\$0.00	\$0.00
CD5-5	Install 8" CPV Pipe	L.S.	1	\$775.00	\$775.00	1.00	\$775.00	0.00	\$0.00	1.00	\$775.00	100%	\$0.00	\$0.00
CD5-6	Lowered Electric Line	L.S.	1	\$775.00	\$775.00	1.00	\$775.00	0.00	\$0.00	1.00	\$775.00	100%	\$0.00	\$0.00
CD5-7	Inject Dead City Lower 2" Water Line & Install 8" Water Line	L.S.	1	\$5,880.00	\$5,880.00	1.00	\$5,880.00	0.00	\$0.00	1.00	\$5,880.00	100%	\$0.00	\$0.00
	1 Miles to Run 100 LF of Pipe, Reconnect Fiber & Communication Lines	L.S.	1	\$10,700.00	\$10,700.00	1.00	\$10,700.00	0.00	\$0.00	1.00	\$10,700.00	100%	\$0.00	\$0.00
CD6-1	Install 1" Suspension/Swinging Joint	L.S.	1	\$8,050.00	\$8,050.00	1.00	\$8,050.00	0.00	\$0.00	1.00	\$8,050.00	100%	\$0.00	\$0.00
CD7-1	Remove/Reconnect Man	R.A.	2	\$2,400.00	\$2,400.00	2.00	\$2,400.00	0.00	\$0.00	2.00	\$2,400.00	100%	\$0.00	\$0.00
CD7-2	Remove Storm Sewer Pipe	L.F.	11	\$178.00	\$178.00	11.00	\$178.00	0.00	\$0.00	11.00	\$178.00	100%	\$0.00	\$0.00
CD7-3	Plug 10" Storm Sewer Pipe	R.A.	2	\$780.00	\$780.00	2.00	\$780.00	0.00	\$0.00	2.00	\$780.00	100%	\$0.00	\$0.00
CD8-1	Install 8" Dia. M. 45 Degree	R.A.	4	\$758.00	\$3,032.00	4.00	\$3,032.00	0.00	\$0.00	4.00	\$3,032.00	100%	\$0.00	\$0.00
CD8-2	Install Valve Box	R.A.	3	\$254.00	\$762.00	3.00	\$762.00	0.00	\$0.00	3.00	\$762.00	100%	\$0.00	\$0.00
CD8-3	Install 12" Gate Valve	R.A.	1	\$4,882.00	\$4,882.00	1.00	\$4,882.00	0.00	\$0.00	1.00	\$4,882.00	100%	\$0.00	\$0.00
CD8-4	Install 12" x 8" Tee	R.A.	1	\$948.00	\$948.00	1.00	\$948.00	0.00	\$0.00	1.00	\$948.00	100%	\$0.00	\$0.00
CD8-5	Install 12" Sleeve	R.A.	1	\$458.00	\$458.00	1.00	\$458.00	0.00	\$0.00	1.00	\$458.00	100%	\$0.00	\$0.00
CD8-6	Install 12" Gate Valve	R.A.	2	\$7,882.00	\$7,882.00	2.00	\$7,882.00	0.00	\$0.00	2.00	\$7,882.00	100%	\$0.00	\$0.00
CD8-7	Install 12" x 8" Tee	R.A.	1	\$512.00	\$512.00	1.00	\$512.00	0.00	\$0.00	1.00	\$512.00	100%	\$0.00	\$0.00
CD8-8	Install 12" Sleeve	R.A.	2	\$148.00	\$148.00	2.00	\$148.00	0.00	\$0.00	2.00	\$148.00	100%	\$0.00	\$0.00
Contract Total					\$1,858,858.00		\$1,858,858.00		\$7,722.40	\$0.00	\$1,858,858.00	100%	\$0.00	\$0.00

Original Contract	\$1,848,434.00
+ CD 1	\$0.00
+ CD 2	\$47,350.00
+ CD 3	\$6,100.00
+ CD 4	\$0.00
+ CD 5	\$22,412.00
+ CD 6	\$8,050.00
+ CD 7	\$3,356.00
+ CD 8	\$79,496.00
Total Contract to Date	\$1,955,198.00
Total Work Completed to Date	\$1,955,682.77
Total Materials Stored to Date	\$0.00
Total Value completed & Stored to Date	\$1,955,682.77
Retainage	\$10,000.00
Net Total Due Less Retainage	\$1,845,682.77
- Pay AP 1	\$6,384.80
- Pay AP 2	\$159,875.60
- Pay AP 3	\$119,822.08
- Pay AP 4	\$79,720.30
- Pay AP 5	\$543,467.23
- Pay AP 6	\$443,763.80
- Pay AP 7	\$35,481.00
- Pay AP 8	\$26,245.00
- Pay AP 9	\$215,600.75
- Pay AP 10	\$80,382.40
- Pay AP 11	\$304,186.67
Total Previous	\$1,558,536.63
Net Amount Due This Estimate	\$287,146.14

Provisions:
 10 - Item 1 - Quantity updated from 8 M to 7 M per Change Order #1



P.O. Box 83 - 980 East 25th Street - Wahoo, NE 68066
 Phone #: (402) 443-3663 Fax #: (402) 443-5013

PROGRESS ESTIMATE

Date: 2-Aug-23

Project: MUNICIPAL PAVING IMRP DAVID CITY

Collins Project No: 222630

To: City of David City

Contractor Estimate No.: 12

Attn: Olsson - Dave Ziska

Original Contract Amount: \$ 1,848,434.00

Item	Description	Contract Qty		Qty To Date	Unit Price	Amount
1	MOBILIZATION/DEMOBILIZATION	1.00	LS	1.00	\$ 92,857.00	\$ 92,857.00
2	BUILD 8" CONCRETE PAVEMENT W/INTEGRAL CURB	12,166.00	SY	12,175.00	\$ 73.00	\$ 888,775.00
3	BUILD 6" CONCRETE DRIVEWAY	801.00	SY	797.00	\$ 71.00	\$ 56,587.00
4	BUILD 4" CONCRETE SIDEWALK	1,370.00	SY	1,342.00	\$ 57.00	\$ 76,494.00
5	BUILD CONCRETE OUTFALL	104.00	SY	125.00	\$ 67.00	\$ 8,375.00
6	DETECTABLE WARNING PANEL	180.00	SF	180.00	\$ 51.00	\$ 9,180.00
7	BUILD 3" CRUSHED ROCK DRIVEWAY	34.40	TON	49.57	\$ 61.00	\$ 3,023.77
8	BUILD AREA INLET (quantity change only)	7.00	EA	7.00	\$ 3,933.00	\$ 27,531.00
9	BUILD CURB INLET	8.00	EA	8.00	\$ 5,892.00	\$ 47,136.00
10	BUILD STORM SEWER MANHOLE	11.00	EA	11.00	\$ 6,639.00	\$ 73,029.00
11	BUILD CONCRETE COLLAR	1.00	EA	1.00	\$ 3,976.00	\$ 3,976.00
12	BUILD 18" FES	2.00	EA	1.00	\$ 1,234.00	\$ 1,234.00
13	BUILD 24" RE FES	13.00	EA	14.00	\$ 1,423.00	\$ 19,922.00
14	BUILD STORM SEWER TAP	1.00	EA	1.00	\$ 4,104.00	\$ 4,104.00
15	INSTALL 15" STORM SEWER PIPE	459.00	LF	459.00	\$ 64.00	\$ 29,376.00
16	INSTALL 18" STORM SEWER PIPE	2,293.00	LF	2,293.00	\$ 67.00	\$ 153,631.00
17	INSTALL 24" RE STORM SEWER PIPE	190.00	LF	230.00	\$ 133.00	\$ 30,590.00
18	BUILD FIRE HYDRANT ASSEMBLY	2.00	EA	2.00	\$ 7,799.00	\$ 15,598.00
19	RECONSTRUCT 1" WATER SERVICES	1.00	EA	0.00	\$ 285.00	\$ -
20	12" WATER MAIN LOWERING	1.00	EA	0.00	\$ 7,692.00	\$ -
21	4" WATER MAIN LOWERING	1.00	EA	1.00	\$ 3,479.00	\$ 3,479.00
22	ADJUST FIRE HYDRANT TO GRADE	2.00	EA	0.00	\$ 1,122.00	\$ -
23	ADJUST VALVE TO GRADE	7.00	EA	7.00	\$ 432.00	\$ 3,024.00
24	ADJUST CURB STOP TO GRADE	5.00	EA	8.00	\$ 484.00	\$ 3,872.00
25	ADJUST MANHOLE TO GRADE - TYPE 1	5.00	EA	5.00	\$ 315.00	\$ 1,575.00
26	ADJUST MANHOLE TO GRADE - TYPE 2	2.00	EA	2.00	\$ 420.00	\$ 840.00
27	REMOVE PAVEMENT	7,663.00	SY	7,663.00	\$ 11.00	\$ 84,293.00

28 REMOVE DRIVEWAY	664.00	SY	664.00	\$ 21.00	\$ 13,944.00
29 REMOVE SIDEWALK	70.00	SY	70.00	\$ 21.00	\$ 1,470.00
30 REMOVE STORM SEWER PIPE	1,155.00	LF	1,189.00	\$ 12.00	\$ 14,268.00
31 REMOVE FES	2.00	EA	2.00	\$ 308.00	\$ 616.00
32 REMOVE & SALVAGE FIRE HYDRANT	2.00	EA	2.00	\$ 1,283.00	\$ 2,566.00
33 REMOVE FENCE	442.00	LF	442.00	\$ 8.00	\$ 3,536.00
34 REMOVE TREE	3.00	EA	5.00	\$ 2,731.00	\$ 13,655.00
35 REMOVE & RESET MAILBOX	15.00	EA	15.00	\$ 525.00	\$ 7,875.00
36 SEEDING	10,140.00	SY	10,256.00	\$ 1.70	\$ 17,435.20
37 INLET SEDIMENT FILTER	9.00	EA	9.00	\$ 281.00	\$ 2,529.00
38 EROSION CONTROL MAT, CLASS 1D	2,468.00	SY	2,584.00	\$ 2.20	\$ 5,684.80
39 BUILD FABRIC SILT FENCE	731.00	LF	140.00	\$ 6.00	\$ 840.00
40 GENERAL CLEARING & GRUBBING	1.00	LS	1.00	\$ 7,159.00	\$ 7,159.00
41 EARTHWORK	1.00	LS	1.00	\$ 36,347.00	\$ 36,347.00
42 OVER-EXCAVATION	5,900.00	CY	5,900.00	\$ 5.00	\$ 29,500.00
43 IMPORT	4,100.00	CY	4,100.00	\$ 12.00	\$ 49,200.00
CO#2 3 WATER MAIN TAPS	3.00	EA	3.00	15,750.00	\$ 47,250.00
CO#3 WATER RESTRAINTS & FENCE INSTALLATION	1.00	LS	1.00	\$ 9,100.00	\$ 9,100.00
CO#5 CHANGE ORDER #5 ADJUSTMENTS	1.00	LS	1.00	\$ 26,345.00	\$ 26,345.00
CO#6 CHANGE ORDER #6 SIDEWALK ADJUSTMENTS	1.00	LS	1.00	\$ 8,050.00	\$ 8,050.00
CO#7 REMOVAL OF INSTALLED INLETS	1.00	LS	1.00	\$ 3,356.00	\$ 3,356.00
CO#8 ADDITIONAL WATER VALVE WORK	1.00	LS	1.00	\$ 19,456.00	\$ 19,456.00

Previous Requested Amounts:

Estimate #1:	\$ 9,064.80
Estimate #2:	\$ 189,875.93
Estimate #3:	\$ 116,932.09
Estimate #4:	\$ 79,720.20
Estimate #5:	\$ 543,937.23
Estimate #6:	\$ 443,793.80
Estimate #7:	\$ 35,461.00
Estimate #8:	\$ 26,345.00
Estimate #9:	\$ 215,930.75
Estimate #10:	\$ 93,382.40
Estimate #11:	\$ 104,096.47

TOTAL EARNED TO DATE:

Retainage	0.0051%	\$ (10,000.00)
Other Deductions		\$ -
NET ESTIMATE TO DATE:		\$ 1,948,683.77
Less Previous Requests:		\$ 1,858,539.67
TOTAL DUE THIS ESTIMATE:		\$ 90,144.10

Estimate Prepared by :



Christopher Woodward

2-Aug-23

Mayor Jessica Miller stated that the next item on the agenda was a presentation/action regarding The Olson Group as the City's retirement investment group.

Steve Knapp, Retirement Plan Adviser with The Olson Group introduced himself and gave the following presentation.

August 23, 2023

City of David City Retirement Plan Proposal

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PATRIOT | PARTNER AGENCY

Overview of Services

A Division of Patriot Growth Insurance Services, LLC

Agenda

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PATRIOT | PARTNER AGENCY

Attendees

Steve Knapp, Retirement Plan Advisor

- Introductions - Meet and Greet
 - The Olson Group Mission Statement, Vision, Company Initiatives, Values and Business Model
- Advisory Services
- BenefitsEdge/Scorecard Process
- RPAG
- Individual Participant Meetings
- Discussion/Next Steps

The Olson Group Mission Statement & Vision

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PATRIOT | PARTNER AGENCY

OUR PEOPLE:

Family owned and operated for 20 years—

- In 2020 we brought in an equity partner to expand resources -Patriot.
- 3 ERISA attorneys, 2 compliance officers, 2 HR consultants, and 80 “like thinking” agencies across the country.
- Patriot expanded our footprint to a national level—the key is we have the infrastructure built and The Olson Group continues to run the company.

OUR STRATEGY:

Innovate, create, and always look ahead. Listen to our clients, understand their needs, and empower them with the knowledge we provide.

OUR REINVESTMENT:

Reinvestment back into our clients’ business as a true quality partner.

OUR REPUTATION:

Maintain a rock-solid reputation. Do not cut corners, and only good things will come of it.



“To inform, educate, and empower employees to make the best benefit decisions for themselves and their families”

Patriot Enters Nebraska Marketplace with Addition of The Olson Group

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Patriot Growth Insurance Services, LLC (“Patriot”), one of the country’s largest and fastest-growing national insurance agencies, today announced the addition of The Olson Group (“Olson”) to the Patriot platform. The partnership with Olson significantly strengthens Patriot’s existing employee benefits capabilities and further supports the company’s strategic geographic expansion.

Based in Omaha, Nebraska, Olson is a comprehensive employee benefits consulting firm with a focus on retirement planning and group insurance plans. With over 500 employee benefits programs in place covering more than 20,000 employees, the firm is known for its unparalleled customer service and extensive knowledge of the Affordable Care Act. Olson advises clients on compliance initiatives, wellness plans, risk management strategies, retirement plans and more. Founded by industry veteran Tim Olson, the firm helps companies navigate the rapidly changing healthcare landscape and improve their bottom line by implementing state-of-the-art employee benefits programs. CEO Julie Nelson leads a team of 26 professionals with an average of 25 years’ experience in the industry working to ensure the best benefit outcomes for individuals and families.

“The Olson Group is built on a solid foundation of long-term, trusted relationships,” said Mr. Olson. “We are committed to fostering even deeper relationships with our clients as we leverage Patriot’s national resources and expansive network.”

Partnership with Patriot



81
Partner Agencies




133
Office Locations



1609
Employees

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Our National Footprint



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Value of Partnership



Collaboration

- Inclusive, collaborative and selfless culture
- High degree of interaction and communication among agency partners
- Sharing of best practices across product lines and geographies
- Leveraging beneficial cross-selling opportunities and initiatives across Patriot's platform



Culture

- Long-term engagement and collaboration among partners
- Passionate, driven and engaged agency partners
- Maintenance of local autonomy and independence
- Continuity of brand and agency legacy
- Commitment to support each Partner Agency's community



Resources

- Leveraging broad operational resources, including HR, Legal, Finance, IT, among others
- Access to proprietary sales tools and data analytics
- Career and professional development opportunities for principals and staff



Investment

- Thoughtful investment in critical areas to support and accelerate organic growth, including:
 - Hiring & talent acquisition, innovative technology & local acquisition opportunities
 - Meaningful and attractive acquisition incentives

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Areas of Professional Experience

Employee Benefits

- Risk Management
- Fully Insured Medical
- Alternate Funding & Self Funding
- Consumer Driven
- Group Dental & Vision
- Group Life, Voluntary Life, STD, & LTD
- Voluntary Enhanced Benefits
- FSA, HSA, HRA
- Wellness

HR Compliance Services

- Dedicated In-House HR Consultant
- 5500 Filing Support
- Compliance Assessment
 - COBRA, FMLA, FLSA, ACA, HIPAA, Notices, ERISA/SPD's
- Health Care Reform Modeling and Metrics Tool
- HR Audits and Legal Alerts
- Customized Employee Benefits Booklet & Summary

Retirement Plans

- Combo Arrangements with 401(a), 403(b), & 457(b)
- 401(k) Safe Harbor, EACA, QACA, & Cross Tested Plans
- Profit Sharing
- 457(f) Non-Qualified Deferred Compensation Programs
- 457(b) Non-Qualified Deferred Compensation Programs for Not-for-Profit Employers
- SEP
- Simple 401(k) and IRA
- 529 College Savings
- Roth 403(b) and 408 programs
- Financial Wellness Seminars



Our Team



Jeff Wallace
Retirement Plan
Advisor



Steve Knapp
Retirement Plan
Advisor



Sandy Whitehead
Retirement Plan
Advisor



Nicholas Randall
Retirement
Manager

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National Association of Plan Advisors



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Our Reach

- Approximately **250 employer groups**
- Over **700 employer benefit programs** covering more than **35,000 participants - over half a billion in retirement plan assets.**
- **95% of our clients** have been with us for more than 10 years.



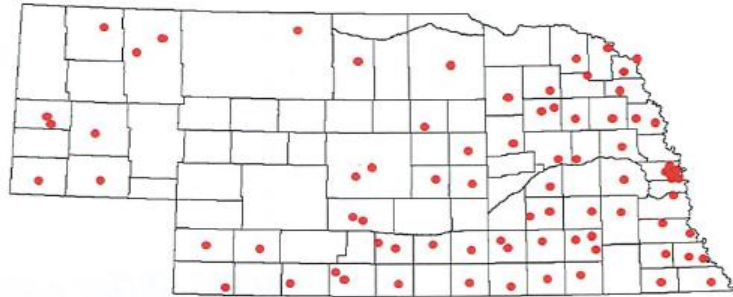
Our Nebraska Reach



Trusted partnerships and long-term relationships are the keys to our success.

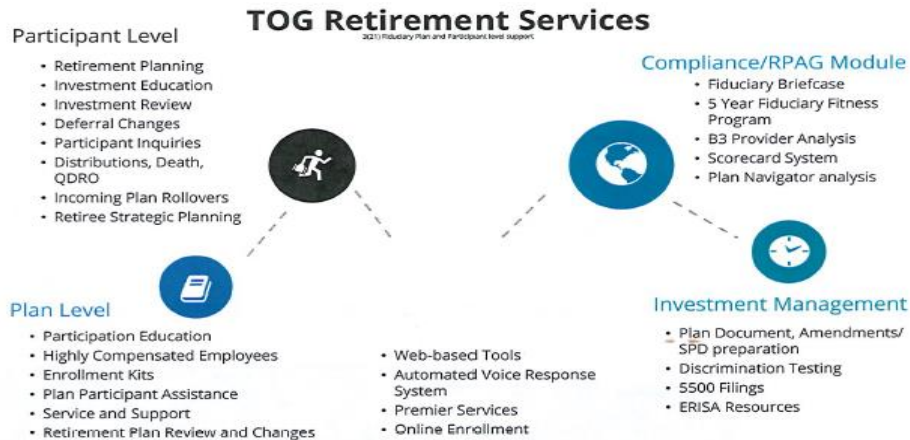
Our service model is extensive with 27 benefit professionals on staff.

Our strategic toolbox for your employee benefits program is deep and cutting edge because we participate with national master mind groups.



Strategic Partners





Why The Olson Group?

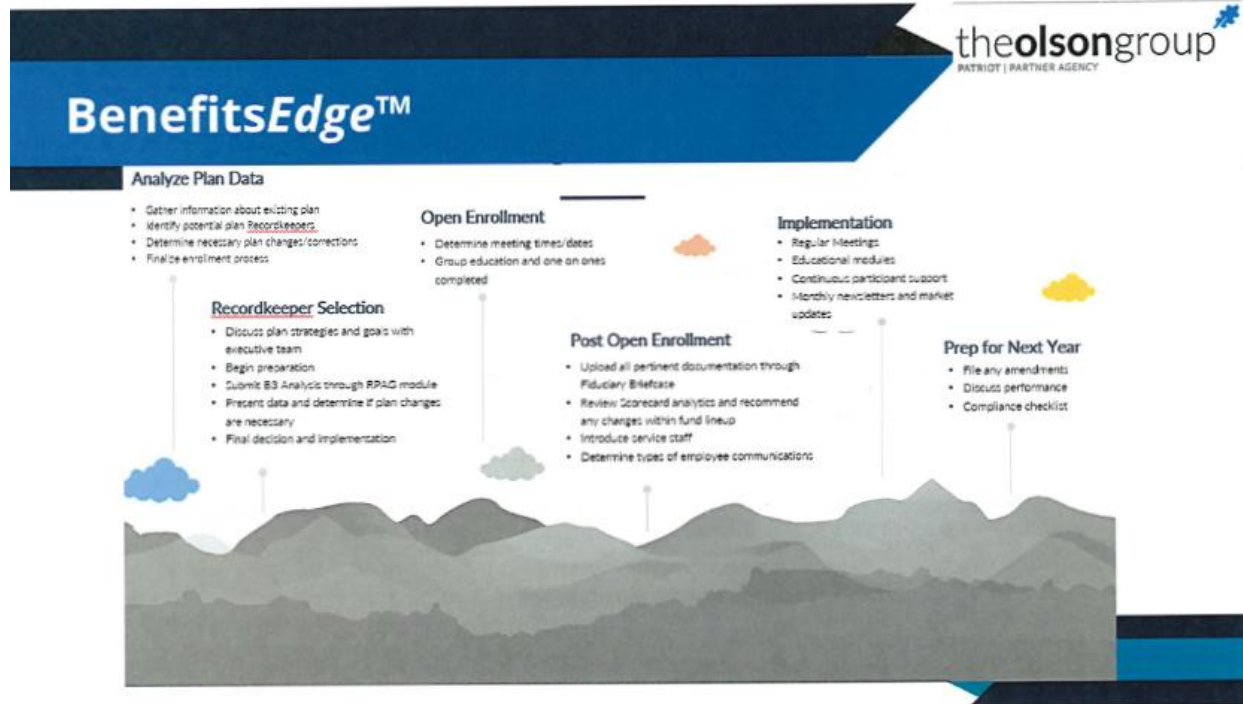
Our “why” is to be relationship driven, become your trusted advisor, and quality partner with your benefits program

We accomplish this through our **proprietary BenefitsEdge process** which identifies your goals and objectives to better understand your organization, its culture, your keys to success, and values that drive you.

We strive to save you time, energy, and help you become more efficient in the area’s you indicate are most important.

Our national footprint yet local focus provide you the resources to have the best opportunity for success with your benefits program.

It all starts with our special branded process system unique to The Olson Group.



BenefitsEdge Scorecard

Circle Your Choice for Each Statement

POOR												EXCELLENT	
1	Our benefit programs are unorganized, cumbersome, and without focus.	1	2	3	4	5	6	7	8	9	10	Our benefit programs are integrated, streamlined and focused.	
2	Our employees do not understand and fully appreciate the value of the benefits we provide.	1	2	3	4	5	6	7	8	9	10	Our employees understand and fully appreciate the value of benefits we provide.	
3	We have no particular benefit strategy and it feels like we run out of time every year.	1	2	3	4	5	6	7	8	9	10	We have a documented benefit strategy where we have defined goals and objectives that are measurable.	
4	The presentation, communication and education around our benefits does not motivate or engage our employees.	1	2	3	4	5	6	7	8	9	10	The presentation, communication and education around our benefits motivates and engages our employees.	
5	We only see our broker or agent occasionally or at renewal time in reactive mode.	1	2	3	4	5	6	7	8	9	10	We regularly meet with a qualified team of advisors that provide ongoing strategies to success.	
6	Each and every year we see the same products and hear the same story, things are out of our hands.	1	2	3	4	5	6	7	8	9	10	As our business evolves so do the product solutions. There is no one size that fits all, and we feel there are options on how to achieve our goals.	
7	We have not been through a complete checklist or audit of our plan compliance for ERISA, ACA, HIPAA, FMLA, SPD's and other notice requirements.	1	2	3	4	5	6	7	8	9	10	We frequently assess our vulnerability and feel comfortable with our benefit plans are DOL audit ready.	
8	The current agent/broker commissions are not clearly defined relative to the services performed.	1	2	3	4	5	6	7	8	9	10	Our advisory fees are laid out in complete detail for all the services provided.	
9	We do not completely understand all the provisions under ACA, (i.e., Cadillac plan tax, administering measurement periods, strategies to take advantage of ACA rules, 1099-C reporting, etc.)	1	2	3	4	5	6	7	8	9	10	We completely understand large versus small group, controlled group rules, and have our measurement periods in place. ACA reporting is clearly laid out, and our plans have a competitive advantage over our competition.	
10	Circumstances beyond our control are forcing us to shift a growing amount of benefit costs to employees.	1	2	3	4	5	6	7	8	9	10	We are in control of benefit program costs and maintain an equitable financing arrangement with our employees.	

BenefitsEdge Scorecard

SAMPLE



Communication	4
Compliance	6
Services/Costs	4
Benefits Strategy	4
Overall Score	4

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	Peer	Fair	Good
Communication			
Employee Understanding	4	4	
Employee Education	5	5	
Employee Involvement	4	4	
Compliance			
ACA	6	6	
ERISA, HIPAA, FMLA, FLSA	5	5	
Plan Documents, SPDs, and Notices	5	5	
Services/Costs			
Renewal Process/Timing	3	3	
Fee Transparency	3	3	
Technology	4	4	
Performance Measurement	4	4	
Benefits Strategy			
Documented Strategy/Objectives and Goals	4	4	
3-5 Year Outlook	5	5	
Monitoring Process	3	3	
Risk Mitigation	3	3	
Wellness	4	4	

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BenefitsEdge Scorecard

SAMPLE



Communication	8
Compliance	10
Services/Costs	9
Benefits Strategy	8
Overall Score	9

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	Peer	Fair	Good
Communication			
Employee Understanding	9	9	9
Employee Education	8	8	8
Employee Involvement	8	8	8
Compliance			
ACA	10	10	10
ERISA, HIPAA, FMLA, FLSA	9	9	9
Plan Documents, SPDs, and Notices	9	9	9
Services/Costs			
Renewal Process/Timing	9	9	9
Fee Transparency	10	10	10
Technology	9	9	9
Performance Measurement	9	9	9
Benefits Strategy			
Documented Strategy/Objectives and Goals	9	9	9
3-5 Year Outlook	8	8	8
Monitoring Process	8	8	8
Risk Mitigation	9	9	9
Wellness	8	8	8

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David City Goals & Objectives

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- Increase Education and Communication Levels
- Recruitment and Retention of Key Employees
- More Streamlined Compliance Initiatives-Retirement Plan is DOL audit ready
- More Streamlined Process for Risk Management
- Implement a Strategic Plan to Document Goals/Objectives, and Develop an Action Plan Working Towards Retirement Plan Continuity

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Retirement Plan Advisory Group

RPAG
by
the Numbers

- \$900B**
In Assets Under Influence
- 100K**
Retirement Plans Served
- 7M+**
Plan Participants Served

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	TARGET DATE FUND CONSULTING Comprehensive and ongoing fiduciary guidance, training and support to mitigate potential liabilities.		FEE BENCHMARKING RFP driven process to ensure apple-to-apple comparisons and to help maximize a plan's negotiating leverage
	INVESTMENT ANALYSIS Proprietary fund ranking system that aims to enhance outcomes, manage risks and reduce fiduciary exposure		TARGET DATE FUND CONSULTING Advanced risk-based suitability process to identify a "best-fit" target date fund series that is right for your plan
	COURAGEOUS PLAN DESIGN Plan design assessments that strive to increase an employer's benefits return on investment (ROI) while striving to enhance participant retirement outcomes		EMPLOYEE ENGAGEMENT Highly customized plan participant content structured to help optimize outcomes and increase financial wellness

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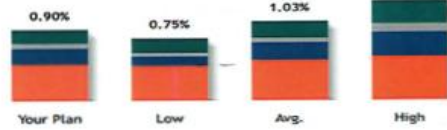
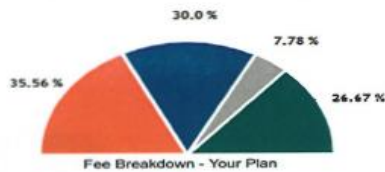
Fee Analysis



Prism Fee Benchmarking Analysis

PLAN INFO				BENCHMARK INFO			
Your Plan:	Pender Community Hospital			Universe:	182		
Plan Assets:	\$7,645,505			Plan Asset Band:	\$5,350,000 to \$9,940,000		
Total Participants:	182			Participant Band:	-		

Fee Types	Your Plan	Prism™ Low	Prism™ Average	Prism™ High
Investments	0.32% \$24,466	0.29% \$22,172	0.38% \$29,053	0.44% \$33,640
Recordkeeping	0.27% \$20,643	0.17% \$12,997	0.30% \$22,937	0.41% \$31,347
TPA/Administration	0.07% \$5,352	0.06% \$3,823	0.07% \$5,352	0.13% \$9,939
Advisory	0.24% \$18,349	0.24% \$18,349	0.28% \$21,407	0.36% \$29,817
Total Fees	0.90% \$68,810	0.75% \$57,341 (-0.15%) (-\$11,469)	1.03% \$78,749 (+0.13%) (+\$9,939)	1.37% \$104,743 (+0.47%) (+\$35,933)
Per Participant	\$378	\$315	\$433	\$576



Analyze, Assess and Replace

T. Rowe Price Emerging Markets Stock I	EME	PRZIX	1	1	1	0	0	0	0	0	1	4	4	3	4
			11.0/-99.8	3.4	94.9	19.8/-2.9	99.3/104.8	-0.33	73.0	78.0	T	EME	EME	EME	EME

Core Lineup

Active	Ticker/ID	QTR	YTD	1 Year	3 Year	5 Year	10 Year	Since Incept.	Share Class Inception	Strategy Inception	Expense Ratio Gross	Net
International/Global Equity												
Emerging Market Equity												
T. Rowe Price Emerging Markets Stock I	PRZIX	5.61	5.61	-8.84	3.80	-2.38	2.50	5.01	8/28/2015	3/31/1995	0.99	0.99
MSCI EM (Emerging Markets) ND USD		3.96	3.96	-10.70	7.83	-0.91	2.00	-	-	-	-	-

Core Lineup

Active	Ticker/ID	QTR	YTD	1 Year	3 Year	5 Year	10 Year	Since Incept.	Share Class Inception	Strategy Inception	Expense Ratio Gross	Net
International/Global Equity												
Emerging Market Equity												
DFA Emerging Markets Core Equity I	DFCEX	5.59	5.59	-8.26	14.06	0.57	2.89	6.54	4/5/2005	4/5/2005	0.40	0.40
MSCI EM (Emerging Markets) ND USD		3.96	3.96	-10.70	7.83	-0.91	2.00	-	-	-	-	-



Taking Your Plan to Market

	Ameritas	OneAmerica	Empower
Investment Fees	Zero Rev Share	Zero Rev Share	.32
Recordkeeper Asset Fees	.16	.18	.27
Bundled/Unbundled	Unbundled	Bundled	Unbundled
TPA Fee	BPI .07	n/a	BPI .07
The Olson Group Advisory	.24	.24	.34
Total	72 bps	67 bps	100 bps

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How Can We Help Your Employees?

One-on-One Individual Participant Meetings
Investment Guidance
Retirement Planning –Pre/post Retirement
What does that look like?

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David City Plan Highlight Sheet



Type of Retirement Plan

Fully administered retirement program established September 1, 1993, which falls under Section 401(k) of the Internal Revenue Code

Eligibility

Employee 401(k) Pre-Tax and or Roth Elective Deferrals – Upon date of hire.

Employer Matching Contributions – Attainment of age 18 and completion of 12 months of service. After 1 year of service, employees are required to work 1 hour per year to be eligible for employer contributions. You are also required to work 936 hours per year to vest in the program.

Contributions

Employee Automatic Enrollment – Allows all employees who become participants on or after 1/1/2017, to have 3% of compensation automatically withheld. If no investment election is made, investments will be placed in the TIAA-CREF Lifecycle Index.

Employee Voluntary – Up to 100% of your earnings or \$22,500 for the 2023 calendar year, whichever is less

Employee Age 50 Catch-up Contributions – Ages 50 or older can contribute an additional \$7,500 for the 2023 calendar year.

Employer Matching – Vetter will make a matching contribution in an amount equal to your employee contribution as follows:

- Up to 3% of gross pay after 13 months through 36 months of service
- 3.5% of gross pay in the 37th to 72nd months of service
- 4% of gross pay in the 73rd to 108th months of service
- 5% of gross pay after 109th or more months of service

Normal Retirement Date - First of the month following the participant's 65th birthday

Early Retirement Date

May be elected upon the attainment of age 62 and termination of employment.

Vesting – Based on calendar year in which you have worked 936 hours

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GENERAL ALLOCATION GUIDELINE

Investment Risk Profile

Use this worksheet as a guide in developing an allocation of investment classes that might be appropriate for you. The numbers (5, 10, 15) represent factors that allow weighting for individual circumstances.

1. Circle the numbers to the right of each category, which apply to you.
2. Total the circled numbers in each column to arrive at the general allocation guideline based upon your age, income, net worth, risk tolerance and time horizon.
3. Transfer those percentages totals to the matching Guideline % columns at the top of each section on the reverse side of this page.



David City Retirement Plan Risk Profile

INVESTMENT CATEGORIES	CASH (Preservation)	INCOME (Conservative)	GROWTH & INCOME (Moderate)	GROWTH (Aggressive)	AGGRESSIVE GROWTH
AGE:					
19 - 32			5	10	5
33 - 53	5	5	5	5	
54 - 64		10	5		
65 & OVER	5	10	5		
INCOME:					
Under 25,000	5	10	5		
25,001 - 70,000		10	5	5	
70,001 - 150,000		5	10	5	
Over 150,000		5	5	5	5
NET WORTH:					
Under 50,000	5	10	5		
50,001 - 100,000		10	5	5	
100,001 - 150,000		5	10	5	
Over 150,000		5	5	5	5
RISK TOLERANCE:					
Very Low	5	15			
Low	5	10	5		
Moderate			10	5	5
High			5	10	5
TIME HORIZON:					
Immediate (< 1 Year)	15	5			
Short (1-5 Years)	10	5	5		
Medium (5-10 Years)	5	5	5	5	
Long (>10 Years)	5		5	5	5
*GUIDELINE%					



One-on-One Investment Guidance



David City Retirement Plan
 Asset Allocation Sheet

*GUIDELINE%	* CASH	* INCOME	* GROWTH & INCOME	* GROWTH	* AGGRESSIVE GROWTH
	Money Market	Bonds, Fixed Interest	Stocks - Equity Income, Managed Accounts	Stocks - Index, Value, Socially Responsible	Stocks - Small Company, International, Emerging Markets
	PRESERVATION	CONSERVATIVE	MODERATE	AGGRESSIVE	
%		AUL Fixed Account	AMERICAN FUNDS Balanced Portfolio R4	INVESCO Comstock A	COLUMBIA Small-Cap Index A
%		AUL Stable Value	TIAA-CREF Index Ret Inc Retire	STATE STREET S&P 500 Index F	VANGUARD Small Co Growth Ins
%		JANUS HENDERSON Flexible Bond	AMERICAN FUNDS Fundamental Investors R4	AMERICAN FUNDS Growth Fund of Am R4	AMERICAN FUNDS EuroPacific Growth R4
%		PGIM High-Yield Z	AMERICAN FUNDS Washington Mutual R4	AMERICAN CENTURY Ultra Inv	AMERICAN FUNDS Small-Cap World R4
			PIONEER GLOBAL Sust Equity Y	AMERICAN CENTURY Mid-Cap Value Investor	
			TIAA-CREF Lifecycle Index R	COLUMBIA Mid Cap Index A	
				BLACKROCK Mid-Cap Growth Institutional	

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What sets us apart? Service



- One-on-One Individual Meetings (Semi-Annually)
- Group Education (Annually)
- Annual Plan Review
- Fiduciary Committee Reviews
- Integration with TOGCC, which can include:
 - Links to Recordkeeper website
 - Quarterly Market Reviews
 - Monthly Newsletters to Fiduciary Committee as well as to participants

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Regulatory Updates

Secure 2.0 Act of 2022

2023

- Increase starting age for RMDs to 73
- Increase catch-up contributions to a 401(k), 403(b) or 457(b) workplace plan to \$7,500*
- Allow after-tax employer matching contributions for participants in a Roth 401(k) plan
- Allow employers to create Roth accounts, open to after-tax contributions, for SIMPLE and SEP plans
- Waive early withdrawal penalty from a retirement account for individuals certified by a physician as having a terminal illness*
- One-time use of a QCD from an IRA to fund a CRUT, CRAT or CGA*

2025

- Increase catch-up contributions to a 401(k), 403(b), or 457(b) plan for participants ages 60-63 to the greater of \$10,000 or 150% of the regular catch-up limit
- Increase catch-up contributions to a SIMPLE plan for participants ages 60-63 to the greater of \$5,000 or 160% of the regular catch-up limit
- Require most employers to automatically enroll employees into a 401(k) or 403(b) plan
- Shorten time requirement for when part-time employees can join a 401(k) or 403(b) plan

Key provisions and effective dates

*Restrictions apply. A financial and tax professional can help you determine how these provisions may impact your retirement plan.

2024

- Increase catch-up contributions to IRAs, currently limited to \$1,000, to allow for inflation adjustments
- Allow employer matching contributions to 401(k), 403(b), 457(b) and SIMPLE IRA plans on behalf of employees making student loan payments
- Catch-up contributions to a 401(k), 403(b) plan, or 457(b) plan must be designated Roth contributions for certain wage earners*
- Increase the catch-up contribution limit to a SIMPLE plan to 110%
- Allow for conversion of a SIMPLE IRA plan to a safe-harbor 401(k) plan
- Allow certain rollovers from 529 plans to Roth IRAs*
- Eliminate RMDs from Roth 401(k)s
- Waive early withdrawal penalty from a retirement account for individuals who've been subject to domestic abuse*
- Increase maximum contribution amount from a QCD based on inflation rate

2033

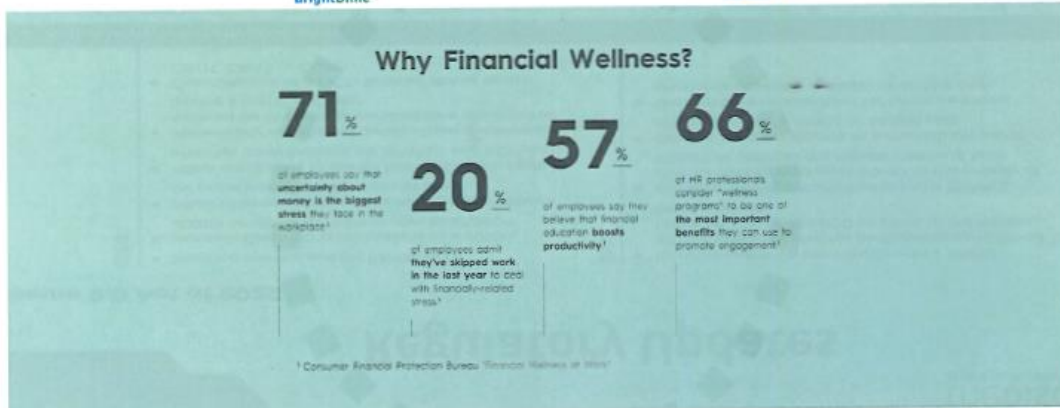
- Increase starting age for RMDs to 75



BrightDime

A real-time 360° view of your holistic financial picture

- Improve spending habits, set budgets, and tackle debt reduction.
- Keep track of everything: 401k, HSA/FSA, bank account, mortgage, brokerage account, and more.
- Set goals and track progress to keep moving towards financial security.



Where do we go from here?



Options:

1. Partner w/ TOG as your Plan Advisor, Keep Nationwide & Investments
2. Partner w/ TOG as your Plan Advisor, Keep Nationwide, Benchmark Investments
 - Mitigate Costs/Fees, Enrich Plan, Fulfill fiduciary responsibilities
3. Partner w/ TOG as your Plan Advisor, Take Your Plan to Market
 - Consider replacing both Nationwide & Investments
4. No Action, do the same things, but expect different results

Proprietary and Confidential: The Olson Group 2023



Thank You!

Address
16820 Frances St Suite #202
Omaha, NE 68130

Contact Us!
Office Number: 402-289-1046
Fax Line: 402-289-1012

Social Media

 <https://www.facebook.com/TheOlsonGroup>
 <https://www.linkedin.com/company/the-olson-group-inc>
 <https://twitter.com/TheOlsonGroup>

Any questions?

Securities offered through Registered Representatives of Cambridge Investment Research, Inc., a broker-dealer, member FINRA/SIPC. Advisory services offered through Investment Advisor Representatives of Cambridge Investment Research Advisors, Inc., a Registered Investment Advisor. The Olson Group and Cambridge are not affiliated.

Proprietary and Confidential: The Olson Group 2023



Mayor Jessica Miller thanked Steve Knapp for the presentation.

The Council members asked to get the employee's input on the presentation.

City Attorney David Levy stated that he would have his benefit specialists look into the company and give a recommendation.

Mayor Jessica Miller stated that the next item on the agenda was approve hiring K-Tech Services for Building Inspection Services as necessary due to conflicts of interest.

Mayor Miller made it clear that the City does not pay K-Tech a retainer. They are only paid when the City utilizes their services.

Council member Keith Marvin made a motion to table indefinitely hiring K-Tech services for Building Inspection services as necessary due to conflicts of interest. Council Member Jim Angell seconded the motion. The motion carried.

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

Police Chief Marla Schnell introduced herself and then introduced Stacia L. Nelson as a new full-time police officer.

Council member Keith Marvin made a motion to pass and adopt Resolution No. 32-2023 appointing Stacia L. Nelson as a full-time police officer. Council Member Bruce Meysenburg seconded the motion. The motion carried.

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

RESOLUTION NO. 32-2023

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, APPROVING A CONDITIONAL OFFER OF EMPLOYMENT TO STACIA L. NELSON AS A POLICE OFFICER.

WHEREAS, pursuant to Nebraska Revised Statutes section 17-107 and David City Municipal Code section 1-501, the Mayor and City Council of the City of David City, Nebraska (the "City") have determined that the City shall have a Police Department; and

WHEREAS, the City Council adopted Ordinance No. 1428 creating the David City Police Department; and

WHEREAS, the Mayor and City Council find that it is necessary and appropriate to appoint police officers for said Police Department; and

WHEREAS, the Mayor has nominated Stacia L. Nelson to serve as a police officer.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY:

Section 1. The Mayor and City Council hereby approve providing Stacia L. Nelson a conditional offer of employment for the position of police officer for the City. Upon successful completion of the requisite screening required by Nebraska Revised Statutes sections 81-1414 *et seq.*, Officer Nelson shall have all powers and duties available to him under applicable law, except as the Mayor and City Council and the David City Municipal Code may proscribe.

Section 2. The Mayor and City Council has determined that, upon hire, Officer Nelson shall earn an annual salary as set forth in the adopted applicable annual pay scale.

PASSED AND ADOPTED THIS 23rd DAY OF AUGUST, 2023.

MAYOR JESSICA MILLER

ATTEST:

CITY CLERK TAMI COMTE

Police Chief Marla Schnell introduced Trevor E. Brei as a new full-time police officer and stated that he will be attending the academy in Grand Island in January, 2024.

Council member Jim Angell made a motion to pass and adopt Resolution No. 33-2023 appointing Trevor E. Brei as a full-time police officer. Council Member Keith Marvin seconded the motion. The motion carried.

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

RESOLUTION NO. 33-2023

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, APPROVING A CONDITIONAL OFFER OF EMPLOYMENT TO TREVOR E. BREI AS A POLICE OFFICER.

WHEREAS, pursuant to Nebraska Revised Statutes section 17-107 and David City Municipal Code section 1-501, the Mayor and City Council of the City of David City, Nebraska (the "City") have determined that the City shall have a Police Department; and

WHEREAS, the City Council adopted Ordinance No. 1428 creating the David City Police Department; and

WHEREAS, the Mayor and City Council find that it is necessary and appropriate to appoint police officers for said Police Department; and

WHEREAS, the Mayor has nominated Trevor E. Brei to serve as a police officer.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY:

Section 1. The Mayor and City Council hereby approve providing Trevor E. Brei a conditional offer of employment for the position of police officer for the City. Upon successful completion of the requisite screening required by Nebraska Revised Statutes sections 81-1414 *et seq.*, Officer Brei shall have all powers and duties available to him under applicable law, except as the Mayor and City Council and the David City Municipal Code may proscribe.

Section 2. The Mayor and City Council has determined that, upon hire, Officer Brei shall earn an annual salary as set forth in the adopted applicable annual pay scale.

PASSED AND ADOPTED THIS 23rd DAY OF AUGUST, 2023.

MAYOR JESSICA MILLER

ATTEST:

CITY CLERK TAMI COMTE

Council member Tom Kobus made a motion to approve the Zegers 1st Addition corrected plat. Council Member Pat Meysenburg seconded the motion. The motion carried.

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

Mayor Jessica Miller stated that the next item on the agenda was to consider the amended version of the Mutual Aid Agreement with Butler County and the Butler County Sheriff's office.

Police Chief Marla Schnell stated that the County Attorney, Butler County Sheriff and City Attorney David Levy have been working on amending the agreement. One of the items that was amended was the definition of an emergency.

Council member Keith Marvin made a motion to approve the amended version of the Mutual Aid Agreement with Butler County and the Butler County Sheriff's Office. Council Member Bruce Meysenburg seconded the motion. The motion carried.

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

Yea: 6, Nay: 0

MUTUAL AID INTERLOCAL COOPERATION AGREEMENT

THIS MUTUAL AID INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is entered into by and between the law enforcement agencies of the City of David City, Nebraska ("David City") (the David City Police Department (the "Police Department")), and Butler County, Nebraska ("Butler") (the Butler County Sheriff's Office (the "Sheriff")). The Police Department and the Sheriff are each an "Agency" and collectively the "Agencies".

WHEREAS, the Agencies wish to implement to the extent hereafter provided by Nebraska Revised Statutes section 29-215, to empower law enforcement officers ("Officers") of each of the Agencies to provide for personnel backup and such other assistance as any of the Agencies may require in time of Emergency or other time of need; and

WHEREAS, the Police Department has primary jurisdiction within the corporate limits of the City of David City, and the Sheriff has primary jurisdiction in the remainder of Butler County; and

WHEREAS, the Agencies have common goals, staffing needs, training needs and other needs in common in the area of law enforcement, and the joint cooperation contemplated by this Agreement will allow the Agencies each to provide improved law enforcement services in Emergency situations; and

WHEREAS, each of the Agencies, as among themselves, wish to improve law enforcement services and implement, to the extent herein provided, the authority given by section 29-215 to law enforcement officers of each of the Agencies to enforce the laws of this state and legal ordinances of Agencies; and

WHEREAS, the Agencies wish to formalize their understanding pursuant to the Interlocal Cooperation Act of the State of Nebraska, Nebraska Revised Statute sections 13-801 et seq., as amended.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Definitions:** As used herein the following terms shall have the following meanings:
 - A. "Agency of Primary Jurisdiction" shall mean the Agency responsible for territorial limits of the geographic area within which an arrest is made, warrant served or other law enforcement activity occurred. The Police Department is the Agency of Primary Jurisdiction within the corporate limits of the City of David City. The Sheriff is the Agency of Primary Jurisdiction in the remainder of Butler County, including, but not limited to, the City's extraterritorial zoning jurisdiction area.

- B. "Agencies" shall mean the Agencies signatory hereto, and "Agency" shall mean any one of the Agencies.
 - C. "Emergency" shall mean officer needs assistance as that term is defined in Neb. Rev. Stat. §29-215(c); and shall also include incidents involving domestic disturbances/fights in progress, incidents in which the presence of a weapon is reported or is reasonably believed to be present; major accidents; major residential fires; pursuits coming into or near David City; armed or barricaded subjects; major weather-related damage/incidents; incidents of high importance in the detention center (i.e. inmate fights, staff needs assistance, fire, inmate has weapon, etc.), and any incident in which the threat of imminent bodily harm or death to a person is highly possible based on the circumstances presented.
 - D. "Nonemergency" shall mean incidents which do not fall within the scope of Neb. Rev. Stat. §29-215 (c) or subsection 1C above.
 - E. "Host Agency" shall mean an Agency of Primary Jurisdiction other than an Officer's own Agency of regular employment.
 - F. "Officer" shall mean a duly sworn full-time or part-time paid law enforcement officer in the employ of an Agency.
 - G. "Officer's Primary Jurisdiction" shall mean the geographic area within the corporate limits of the Agency which regularly employs the Officer.
2. Authority. The authority for the Agencies entering into this Agreement is the general powers of the Agencies, the Interlocal Cooperation Act (sections 13-801, et seq.), and section 29-215.¹
3. Purpose. The purpose of this Agreement is to authorize the Officers of each Agency to provide law enforcement services outside the limits of their respective primary jurisdictions as authorized by Subsection (2)(d) of section 29-215, and to improve law enforcement in each of the Agencies and throughout the agency areas through fuller authority and utilization of Officers throughout the agency areas, through sharing of equipment, mutual assistance and the ability to staff Officers based upon the availability of assistance in time of need and to generally enhance law enforcement capacities of the Agencies. Each Agency acknowledges that section 29-215 provides each Agency with certain powers and authorities beyond their primary jurisdiction. This Agreement does not in any way limit the power and authority granted by section 29-215. To that end, each Agency may individually impose on its own Officers such conditions or limitations regarding their exercise of statutory law enforcement powers as such Agency may choose and so long as not inconsistent with the terms hereof.
4. Mutual Assistance. Each Agency agrees to render law enforcement assistance to each of the other Agencies when Emergency assistance requiring backup or additional Officer force is necessary. In non-emergency situations the following protocol will be followed.
- A. Requests for Assistance.

¹ All statutory references are to the Nebraska Revised Statutes.

- 1) Emergency Situations. Any office employed by either Agency may request assistance from the other Agency in Emergency situations (see definition of “Emergency” herein).
- 2) Nonemergency Situations. Any office employed by either Agency may request assistance from the other Agency in Nonemergency situations (see definition of “Nonemergency” herein only after the following conditions are met:
 - a. All on-call and off duty officers with the Agency seeking assistance would be contacted to provide assistance first. The dispatcher shall at the request of the officer requesting assistance contact each member of said officer’s agency and shall inform the officer whether an officer from his/her Agency is available to assist and will document such information in the CAD.
 - b. If no officers from the Agency requesting assistance are available to provide assistance the requesting Agency officer will contact the head or acting head of the Agency from whom assistance is sought and request assistance from the Agency. The contact to the Agency head or acting Agency head shall be made through dispatch and the dispatcher making such contact shall notify the requesting officer whether such assistance will be provided and shall document such authorization or nonauthorization in the CAD.
 - c. Each Agency head shall develop their own protocols to follow to determine if assistance in nonemergency situations will be granted.
- B. No Liability for Failure to Respond. The Agencies understand and agree that each Agency cannot assure or guarantee assistance. It is expressly agreed by and between all Agencies that any Agency to which a request is made, or which shall otherwise have knowledge of need of assistance in another Agency, shall have no liability whatsoever to the requesting Agency or any other Agency signatory hereto or to the Officers or employees of any Agency or to any third person whomsoever for failure for whatever reason to respond to, or delay in responding to, a call for assistance or for failure to communicate such call or any failure or delay. Each Agency covenants not to sue and agrees to hold harmless each of the other Agencies for any claim or action based, in any manner, on a failure to respond in or to a request for assistance under this Agreement.
- C. Command at Scene. The Agency requesting assistance shall provide command at the scene for the requested assistance.
- D. Procedures. The Agencies may develop and effectuate mutually agreed upon written procedures consistent with the mutual assistance provisions hereof.
5. Training. Each Agency is responsible for the training of its personnel. Agencies may participate in joint training as agreed upon by the Agencies.
6. Search Warrants. Unless otherwise agreed to by a Host Agency, search warrants to be served or acted upon in Host Agency jurisdiction shall have named thereon and shall be

served by an Officer of the Host Agency. An Officer of the requesting Agency may, but need not be, named on the warrant or other issuance in addition to an Officer of the Host Agency. Each Agency shall treat requests for service of warrants from other Agencies in the most expeditious manner reasonably possible under the circumstances.

7. Equipment. Each Agency shall be solely responsible for the maintenance of all equipment provided and utilized by its Officers, and shall not be required to provide any equipment, maintenance, or repair to any equipment used by those Officers providing assistance pursuant to this Agreement and who are employed by the other Agencies. Any supplies, equipment, vehicles or other personal property or other real property utilized in the performance of the duties and obligations created under this Agreement, shall remain at all times the property and the sole responsibility of each Agency and shall not be the obligation or responsibility of the other Agencies.
8. Financing. Each Agency shall be responsible for all compensation and remuneration of its own employees and shall pay all required payroll, wages, taxes, and benefits as provided by law. Each Agency shall also be responsible for the costs of equipment provided and utilized by its law enforcement officers.
9. Officers Remain Employees of Own Agency. An Officer, while serving outside the Officer's Primary Jurisdiction, shall at all times be considered and held as serving in the regular line of duty of the Agency which employs the Officer as fully as if the Officer were serving within the limits of the Officer's Primary Jurisdiction.
10. Disciplinary Procedures. Each Agency that employs the Officer will handle any disciplinary action arising out of such Officer's conduct, actions, or omissions, whether occurring within or outside the Officer's Primary Jurisdiction.
11. Rules and Regulations. The Agencies recognize that the duties, work, skills and working conditions may differ between Agencies. Officers performing service pursuant to this Agreement shall conduct themselves in accordance with the policies and procedures of the Officer's Primary Jurisdiction, except as otherwise agreed to by such Officer's Agency of Primary Jurisdiction and the Host Agency.
12. Liability Insurance. Each Agency agrees to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement personnel assigned by each Agency under this Agreement and insuring against liability for bodily injury, personal injury (including false arrest) and property damage, in an amount not less than the maximum liability of such Agencies under applicable law. Each Agency's insurance or self-insurance shall cover acts and omissions of its Officers while performing services under this Agreement. These Insurance provisions do not waive an Agency's sovereign immunity. The Nebraska Political Subdivision Tort Claims Act, or other applicable provisions of law, governs each Agency's liability.
13. Public Information. To the extent an Agency makes public specific case information relating to a mutual effort with other Agencies, each Agency shall be responsible for responding to the request to determine which of the reports that it generated may be available to the public. Unless release required by a court order, no Agency shall release any document generated by another Agency without permission.

14. No Agency Relationship Created. This Agreement creates the framework for cooperation among the Agencies for the purposes hereof, and there is no agency or instrumentality and no agency relationship created hereby between the Agencies or between any Agency's employee and any other Agency. The cooperative activity hereby established does not constitute an independent agency or employer. Agencies and Officers performing any services under this Agreement shall at all times and for all purposes remain employees exclusively of the law enforcement department of the Agency which encompasses the Officer's Primary Jurisdiction and shall for no purpose be an employee of any other Agency.
15. No Separate Entity. This Agreement does not create a separate legal entity. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.
16. Term of Agreement. This Agreement shall be effective when last executed and shall continue in full force and effect for three (3) years unless terminated earlier by ordinance or resolution of the governing body of any Agency, the effective date of which shall not be less than thirty (30) days following such terminating Agency's written notice to all other Agencies. At the end of the initial three (3) year term, this Agreement shall automatically renew each year for one (1) year terms. A review of the Agreement may occur upon request of any of the Agencies.
17. Other Agreements. The cooperative program hereby established is cumulative to and not in lieu of specific agreements heretofore or hereafter entered into between any of the Agencies in respect to other aspects of public safety. In the event of conflict or when resolving any ambiguities, this Agreement takes precedence over any other agreement.
18. Implementing Action. Prior to the operative date of this Agreement, each Agency shall take formal action by ordinance or resolution of its governing body approving this Agreement. Each Agency shall furnish the other Agencies executed copies of such authorizing action.
19. Mutual Non-Discrimination Clause. The Agencies agree that in accordance with the Nebraska Fair Employment Practice Act, Nebraska Revised Statutes section 48-1122, and 42 USCS §§ 12101, et seq., Agencies and their subcontractors will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, political or religious opinions or affiliations, or national origin of the employee or applicant. Agencies and their subcontractors shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of any applicable federal or state laws or local ordinances.
20. Multiple Counterparts. The Agencies may execute this Agreement in multiple counterparts, each of which may bear the signatures of less than all of the Agencies hereto, and it shall be in full force and effect even if so executed.
21. General Provisions
 - A. Independent Contractors. The Agencies agree that this Agreement does not in any manner create or establish a partnership or joint venture between the Agencies. Any and all acts that any Agency or its personnel, employees, agents,

or contractors, performed pursuant to the terms of this Agreement, are acts of independent contractors and not as employees of the other. The Agencies shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be the employee or agent of the other for any purpose whatsoever. No Agency, nor its personnel, employees, agents, or contractors shall be entitled to any benefits of the other. The Agencies shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Agency shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against an Agency its officers, employees, agents, or contractors shall in no way be the responsibility of that Agency. No Agency shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

- B. Release and Indemnity. Each Agency shall assume all risk of loss, indemnify the other against loss, and hold the others, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, causes of action, fines, settlements or judgments and all expenses incident thereto, including, but not limited to, legal fees, for injuries to persons and for loss of damage to, or destruction of property, arising out of or in connection with this Agreement and proximately caused by the indemnifying Agency's negligent acts or omissions or those of its officers, employees or agents, and assigns, for any losses caused by failure of the indemnifying Agency to comply with terms and conditions of the Agreement, and for any losses caused by other Agencies which have entered into agreements with the indemnifying Agency, provided that the Indemnified Agency gives the Indemnifying Agency prompt, written notice of any such claim, suit, demand or cause of action. The Indemnified Agency shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. This section does not waive an Agency's sovereign immunity. The Nebraska Political Subdivision Tort Claims Act, or other applicable provisions of law, governs and limits each Agency's liability.
- C. Drug Free Policy. Each Agency assures the others that it has established and maintains a drug free workplace policy.
- D. New Employee Work Eligibility Status. The Agencies shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work

authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. section 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

- E. Public Benefits. With regard to Nebraska Revised Statutes sections 4-108 – 4-113, no Agency is an individual or sole proprietorship. Therefore, no Agency is subject to the public benefits attestation and related requirements of Nebraska Revised Statutes sections 4-108 through 4-113.
- F. Conflict of Interest. In the performance of this Agreement, Agencies will avoid all conflicts of interests or appearances of conflict of interest. Agencies will report any conflict of interest immediately to each other. Agencies assure each other that no Agency employee will have a financial or personal interest in this Agreement. Agencies have not and will not provide any money or other benefit of any kind to any other Agency employee in the procuring of, facilitation of, execution of or during the duration of this Agreement.
- G. Amendments. The Agencies may modify this Agreement only by written amendment, duly executed by authorized representatives of the Agencies. The Agencies agree that any alteration or variation of the terms and conditions of this Agreement are invalid unless in writing and signed by the Agencies hereto. Every amendment shall specify the date on which its provisions shall be effective.
- H. Choice of Law. The Agencies to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. The laws of the State of Nebraska shall govern this Agreement. In addition, all claims relating to or arising out of this contract, or the breach thereof, whether based in contract, tort or otherwise, shall likewise be governed by the laws of the State of Nebraska without giving effect to any choice or conflict of law provision as previously provided here. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Butler County, and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.
- I. Assignment and Delegation. This Agreement is exclusive to the Agencies and rights may not be assigned nor duties delegated by either Agency except by prior written consent of the other Agencies. Any attempted assignment or delegation without such approval shall be void and shall constitute a material breach of contract. If the Agencies approve to assign or delegate this Agreement, all covenants, stipulations, and agreements herein shall inure to the benefit of the Agencies and extend to and bind the legal representatives, successors, and assigns of the Agencies.
- J. Joint Work Product. This Agreement is the joint work product of both Agencies. Accordingly, in the event of any ambiguity, the court shall not impose any presumption against or in favor of either Agency by reason of document preparation.

- K. Entire Agreement. This Agreement contains the entire agreement of the Agencies. Any Agency may not explain, supplement, or qualify the provisions of this Agreement through evidence of trade usage or prior course of dealings. No Agency made or relied upon any representations by any Agency, other than those that are expressly set forth herein. No agent, employee or other representative of either Agency is empowered to alter any of the terms hereof except as provided herein.
- L. Incorporation of Recitals. This Agreement incorporates the recitals as set forth above.
- M. No Third Party Rights. The Agencies execute this Agreement for the benefit of the named Agencies only. This Agreement does not, nor shall it provide rights to any third party, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of an Agency's employees, officers and agents.
- N. Authorized Representatives and Notice. Each Agency shall deliver notice in writing and effective upon receipt by the authorized representative. Delivery may be by certified mail, return receipt requested. For purposes of Notice, the following individuals are the authorized representatives of the Agencies:

David City
Chief of Police
490 E Street
David City, Nebraska 68632
Phone: (402) 367-3135

Butler County, Nebraska
Sheriff
451 North Fifth Street
David City, Nebraska 68632
Phone: (402) 367-7400

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties hereunto executed this Agreement as of the 23rd day of August, 2023.

CITY OF DAVID CITY, NEBRASKA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

IN WITNESS HEREOF, the parties hereunto executed this Agreement as of the _____
of _____, 2023.

COUNTY OF BUTLER, NEBRASKA

Chairperson, Butler County Board of
Supervisors

ATTEST:

County Clerk

APPROVED AS TO FORM:

County Attorney

Council member Kevin Woita made a motion to approve an agreement with Olsson for "O" Street Assessment Assistance. Council Member Keith Marvin seconded the motion. The motion carried.

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



LETTER AGREEMENT AMENDMENT #2

This AMENDMENT ("Amendment") shall amend and become part of the Letter Agreement for Professional Services dated October 4, 2021, between the City of David City, Nebraska ("Client") and Olsson Associates ("Olsson") providing for professional civil engineering services. Olsson's Scope of Services is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: "O" Street from 4th to 12th Street
David City, Nebraska

Project Description: Municipal Paving Improvements, David City, NE 2022

SCOPE OF SERVICES

Olsson shall provide the following civil engineering services to Client (Scope of Services) for the Project:

ASSESSMENT ASSISTANCE SERVICES **\$7,000.00 Time & Material NTE**

- 3.1 Olsson shall aid in assembling project costs for the City's use in determining pavement assessments for the "O" Street project.
- 3.2 Attendance at meetings, if required, will be billed separately on a time & materials basis.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) according to the Schedule of Fees for those employees 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: TBD
Anticipated Completion Date: TBD

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 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

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set fourth in the Agreement.

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices monthly and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed **Seven Thousand Dollars (\$7,000.00)**. Upon reaching the Not to Exceed Limit, Owner will be notified, and work will cease until additional agreement is negotiated.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.


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 Amendment represents the entire understanding between Client and Olsson with respect to the Project. The Amendment may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Tami Comte.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy 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 ASSOCIATES, INC.

By 
Steven Hancock

By 
David Ziska

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF DAVID CITY, NE

By _____
Signature

Print Name _____

Title _____

Dated: _____

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Page 3 of 3

Council member Keith Marvin made a motion to approve a proposal of Thiele Geotech, Inc. for material testing services for the 2023 Water Main Improvement North Loop. Council Member Bruce Meysenburg seconded the motion. The motion carried.

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

Yea: 6, Nay: 0



13478 Chandler Road
Omaha, Nebraska 68138-3714
402.556.2171 Fax 402.556.7831
www.thielegeotech.com

August 9, 2023

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

**RE: PROPOSAL FOR MATERIAL TESTING SERVICES
CITY OF DAVID CITY, 2023 WATER MAIN IMPROVEMENT NORTH LOOP
DAVID CITY, NEBRASKA**

Enclosed is our proposal for material testing services on City of David City 2023 Water Main Improvement North Loop project located near Rd N and 37 Rd in David City, Nebraska. The accompanying proposal describes the testing services that will be provided, the estimated cost, and the contract terms.

Thiele Geotech is a service oriented firm offering client focused geotechnical and material engineering from project start to finish. We have a capable staff who has experience with all of the testing required on this project.

Thiele Geotech is an accredited laboratory as required by virtually all governing agencies and specifications. Thiele Geotech participates in the AASHTO Materials Reference Laboratory (AMRL) program and the Cement and Concrete Reference Laboratory (CCRL) program. Our laboratory accreditation covers numerous test methods for the analysis of soils, aggregates, concrete, masonry and asphalt testing. Thiele Geotech has nationwide approval (validation) by the Department of the Army Corps of Engineers to provide construction materials testing.

We look forward to working with you on this project. If you have any questions, please call. If the accompanying proposal is acceptable, please return a signed copy to our office.

Respectfully,
Thiele Geotech, Inc.

A handwritten signature in black ink that reads 'Raymond L. Brock'.

Raymond L. Brock

Enclosures

R:\PROPOSAL\DAVID CITY 2023 WATER MAIN TEST PROP.DOCX

Material Testing Proposal
City of David City 2023 Water Main Improvement North Loop
Rd N and 37 Rd
David City, Nebraska
August 9, 2023

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the water main improvement project. The following sections detail our proposed scope of services. Quantity of compaction tests as directed by JEO. A breakdown of estimated costs and listing of applicable unit rates is attached in Exhibit A and the contract terms are attached in Exhibit B.

SCOPE OF SERVICES

Material testing on this project will consist of the following services:

1. Compaction tests on water main backfill and pavement subgrades
2. Test concrete materials and make test cylinders
3. Appurtenant laboratory tests on soil and concrete materials
4. Engineering consultation, reports, and project management

Test procedures and requirements will be as set forth in the plans and specifications. The frequency and locations of tests will be in accordance with the contract documents or as directed by the Architect/Engineer or field representative. Testing will be conducted on an "on-call" basis.

ESTIMATED COST & BILLING

Testing services will be billed monthly at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services is estimated at \$7,909. This cost estimate is not intended as a not-to-exceed or lump-sum cost. The number of tests performed is highly dependent upon numerous factors beyond our control, including weather conditions, the contractor's schedule and performance, and the amount of discretionary testing requested. Consequently, the actual cost may be higher or lower than the estimated cost. We will bill only for the tests actually performed, and not on any lump sum or minimum cost basis.

EXHIBITS

- Exhibit A - Cost Estimate
- Exhibit B - General Conditions

THIELE GEOTECH, INC.

By:  _____

Joshua J. Kankovsky, P.E.

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

CLIENT: _____

By: _____ Date: _____

Name: _____

Address: _____

City, State: _____

Phone: _____ Fax: _____

Material Testing Proposal

August 9, 2023
 Exhibit A

COST ESTIMATE

City of David City 2023 Water Main Improvement North Loop

Description	Estimated Quantity	Unit Rate	Estimated Cost
Water Main Backfill Testing			
Compaction Test (ea.)	30.0	50.00	1,500.00
Trip Charge - Zone 4 (/trip)	15.0	188.00	2,820.00
Pavement Replacement			
Compaction Test (ea.)	4.0	50.00	200.00
Trip Charge - Zone 4 (/trip)	2.0	188.00	376.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" Cyl)	2.0	110.00	220.00
Compressive Strength of Cylinder (ea.)	8.0	24.00	192.00
Trip Charge - Zone 4 (/trip)	4.0	188.00	752.00
Miscellaneous			
Project Setup Fee	1.0	70.00	70.00
Senior Project Engineer (/hr.)	7.0	208.00	1,456.00
Standard Proctor (ea.)	1.0	215.00	215.00
Atterberg Limits (/set)	1.0	108.00	108.00
		Total	7,908.00

Other Services

Any item or category not listed will be billed at our normal Fee Schedule rate in effect at the time of service.

GENERAL CONDITIONS

- 1. SCOPE OF WORK:** Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.
- 2. ACCESS TO SITES, PERMITS, AND APPROVALS:** The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.
- 3. UTILITIES:** In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.
- 4. UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, suspend further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.
- 5. REPORTS AND INVOICES:** TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.
- 6. OWNERSHIP OF DOCUMENTS:** All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.
- 7. SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.
- 8. CONFIDENTIALITY:** TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for: 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.
- 9. STANDARD OF CARE:** Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.
- 10. LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards, and benefits to both the client and to TG, the risks have been allocated such that the client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to \$50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.
- 11. CONSEQUENTIAL DAMAGES:** Neither party, including their respective contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.
- 12. CLAIMS:** Client agrees that any claim for damages filed against TG by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against TG or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of TG's services under this agreement.
- 13. TERMINATION:** This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.
- 14. DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.
- 15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TG's services.
- 16. ASSIGNMENT:** Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.
- 17. PROVISIONS SEVERABLE:** In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

Council member Bruce Meysenburg made a motion to approve an agreement with Olsson for converting the drive easements for Industrial Parkway into City owned rights-of-way. Council Member Tom Kobus seconded the motion. The motion carried.

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

Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

(This space left intentionally blank)



LETTER AGREEMENT AMENDMENT #2

This AMENDMENT ("Amendment") shall amend and become part of the Letter Agreement for Professional Services dated October 4, 2021, between the City of David City, Nebraska ("Client") and Olsson Associates ("Olsson") providing for professional civil engineering services. Olsson's Scope of Services is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Industrial Drive/Trowbridge Lane – AKRS
David City, Nebraska

Project Description: Easement Conversion to Right-of-Way

SCOPE OF SERVICES

Olsson shall provide the following civil engineering services to Client (Scope of Services) for the Project:

SURVEY SERVICES

\$6,500.00 Time & Material NTE

- 3.1 Olsson shall create legal descriptions describing existing private drive easements for Industrial Drive and Trowbridge Lane.
- 3.2 A new plat map shall be created for the purpose of converting said drive easements to City owned rights-of-way.
- 3.3 Property acquisition services, if required, are specifically excluded.
- 3.4 Attendance at meetings, if required, will be billed separately on a time & materials basis.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) according to the Schedule of Fees for those employees 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: TBD
Anticipated Completion Date: TBD

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 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

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set fourth in the Agreement.

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices monthly and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed **Six Thousand, Five Hundred Dollars (\$6,500.00)**. Upon reaching the Not to Exceed Limit, Owner will be notified, and work will cease until additional agreement is negotiated.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

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 Amendment represents the entire understanding between Client and Olsson with respect to the Project. The Amendment may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Tami Comte.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy 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 ASSOCIATES, INC.

By 
Steven Hancock

By 
David Ziska

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF DAVID CITY, NE

By _____
Signature

Print Name _____

Title _____

Dated: _____

F:\2022\03501-04000\022-03587\20-Management\Contracts\Design & CAD Release
Forms\ROWAcquisitionAmendment081623.doc

Council member Pat Meysenburg made a motion to approve Change Order No. 9 for M.E. Collins Co. in the amount of \$22,000.00 for the "O" Street Paving project to do additional sidewalk work along the south side of "O" Street to Highway 15. Council Member Kevin Woita seconded the motion. The motion carried.

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

CHANGE ORDER

No. 9



Date of Issuance: August 18, 2023 Effective Date: August 18, 2023

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: <u>06/22/2022</u>
Contractor: M.E. Collins Contracting Co., Inc.		Engineer's Project No.: <u>021-07066</u>

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

Description: Additional sidewalk work along the south side of "O" Street from STA. 103+11 to approximately 200' west near Highway 15.
 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 from previously approved Change Orders No. <u>0</u> to No. <u>8</u> : \$ <u>109,624.00</u>	Increase from previously approved Change Orders No. <u>0</u> to No. <u>7</u> : Substantial Completion (days or date): <u>April 30, 2023</u> Ready for Final Payment (days or date): <u>May 15, 2023</u>
Contract Price prior to this Change Order: \$ <u>1,958,058.00</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>April 30, 2023</u> Ready for Final Payment (days or date): <u>May 15, 2023</u>
Increase of this Change Order: \$ <u>22,000.00</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>1,980,058.00</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>April 30, 2023</u> Ready for Final Payment (days or date): <u>May 15, 2023</u>

RECOMMENDED: Olsson	ACCEPTED: City of David City	ACCEPTED: M.E. Collins Contracting Co., Inc.
By: <u>[Signature]</u> Engineer (Authorized Signature)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: <u>Mayor</u>	Title: <u>V.P.</u>
Date: <u>August 18, 2023</u>	Date: <u>8-23-23</u>	Date: <u>8-18-23</u>
Approved by Funding Agency (if applicable):		
By: _____	Title: _____	Date: _____

Council member Tom Kobus made a motion to approve Change Order #1 for Velocity Constructors, Inc. in the amount of \$54,560.00 to repair leaks in existing water mains. Council Member Kevin Woita seconded the motion. The motion carried.

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

CHANGE ORDER NO.: 1

Owner: **City of David City** Owner's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **202024.00**
 Contractor: **Velocity Constructors, Inc.** Contractor's Project No.:
 Project: **2022 Water Treatment Plant Upgrades, SRF Project No. D311686**
 Contract Name: **2022 Water Treatment Plant Upgrades, SRF Project No. D311686**
 Date Issued: **8/18/2023** Effective Date of Change Order: **8/23/2023**

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

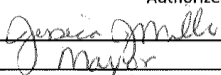
Description:

During construction, the water treatment plant's finished water piping was exposed. Through visual observation, it was determined the existing gate valve on the finished water piping had rusted and had a small leak. The ductile iron piping also had a small leak at the push joints. Based on the condition of the finished water piping, it is assumed the raw water piping is in similar condition. It is recommended to remove and replace the finished water and raw water piping from underneath the proposed RO building expansion. This change order generally includes removing existing 12" DIP and replacing with 12" DIP, RJ, removing the existing 12" gate valve, and removing and replacing two 12" 90 bends.

Attachments:

1. Change Order No. 1 - Replace Existing Water Mains Markup by JEO Consulting
2. Cost Breakdown from Velocity Constructors

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>10,562,772.00</u>	Original Contract Times: Substantial Completion: <u>August 10, 2024</u> Ready for final payment: <u>October 9, 2024</u>
Net change from previously approved Change Orders: \$ <u>0.00</u>	Net change from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price prior to this Change Order: \$ <u>10,562,772.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 10, 2024</u> Ready for final payment: <u>October 9, 2024</u>
Net change for this Change Order: \$ <u>54,560.00</u>	Net change for this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price incorporating this Change Order: \$ <u>10,617,332.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 10, 2024</u> Ready for final payment: <u>October 9, 2024</u>

Recommended by Engineer (if required) By: _____ Title: _____ Date: _____ Accepted by Contractor	Authorized by Owner  _____ _____ 8-23-23 Approved by Funding Agency (if applicable)
By: _____ Title: _____ Date: _____	

Council member Tom Kobus made a motion to approve Mid-State Engineering & Testing geotechnical proposal to do the soil borings and develop a Geotechnical Investigation Report to assist with the design of the "AGP Substation" project. Council Member Pat Meysenburg seconded the motion. The motion carried.

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



August 18, 2023

Matt Kalin
JEO Consulting Group
11213 Davenport Street Ste. 200
Omaha, NE 68154

RE: Proposal of Work and Costs
Geotechnical Engineering Study
Proposed Substation Foundations
David City, Nebraska

Dear Matt

Mid-State Engineering and Testing, Inc. is pleased to submit this proposal to provide a Geotechnical Engineering Study for a proposed substation foundations to be located on the AGP property northwest of David City, Nebraska. This proposal will outline our proposed work scope and the associated costs required to complete this study.

PROJECT DESCRIPTION

The proposed construction will include two new heavily loaded equipment pad with the heaviest being 80k pounds. Each piece of equipment will be situated atop a concrete mat foundation for equipment support. The loads associated with the new structure will be transferred through the piers into the mat slab and in turn site soils.

It is anticipated mat loads will be less than 1,000 psf for the mat. Due to close proximity to groundwater, its anticipated the site will be built up slightly to accommodate construction.

PROPOSED WORK SCOPE

Our investigation will consist of drilling and sampling the subgrade soils, lab testing to evaluate the engineering property of the supporting soils, and a report of findings and recommendations. The scope of our report will include an evaluation of the engineering properties of the soils encountered, recommend soil support values for foundation design, evaluate settlement and provide general recommendations for construction with respect to the soil's encountered.

MOBILIZATION

A one-time mobilization cost of \$200.00 will be required to complete this study. This includes the cost of coordinating 8-1-1 utility locates and locating the soil borings in the field.

2106 E. Highway 30, Suite 1
Kearney, NE 68847
Office: 308-237-0187

402 31st Avenue
Columbus, NE 68601
Office: 402-562-7824

1403 Square Turn Blvd
Norfolk, NE 68701
Office: 402-379-2377

www.midstateengineering.com



Substation Foundations
David City, NE
August 18, 2023
Page 2 of 3

Utility locating provided by 8-1-1 has not been acceptable in recent years and having knowledge of the private utilities is imperative. If the owner cannot provide the private locates in the area, a private locating service should be hired to conduct a private locate prior to our arrival. Typical cost for locating on a site this size would be approximately \$500.00. While this is not figured into our cost estimate, we can contract these services out if the owner is not certain of their private lines. All locations will be approved by the owners rep while on-site prior to drilling.

DRILLING AND SAMPLING

As recommended based on the heavily loaded structures, a total of two (2) soil borings will be placed in each of the heavily loaded foundation. Based on the anticipated loading conditions and our experience of the soils common to this area, we recommend a boring depth of 20 feet be performed for site evaluation.

Soil borings will be performed with continuous flight or hollow stem augers at a unit cost of \$23.00 per linear foot. The drilling program will include sampling at five-foot intervals with thin-walled tube and/or split-barrel samplers. Borings will be logged in the field by a Professional Geotechnical Engineer or an experienced Certified Engineering Technician (C.E.T.). Based on total drilling footage of 40 linear feet, drilling costs will be \$920.00.

LABORATORY TESTING

Based on previous experience across from this site (AGP Bean Crusher Plant), and the construction indicated along with the soils in this region, we anticipate the following tests will be required to evaluate the engineering properties of the bearing soils. Testing will be performed at the following unit rates:

Moisture Contents	\$10.00/each
Unit Weight Determinations	35.00/each
Atterberg Limits	65.00/each
Unconfined Compressive Strength.....	40.00/each
Percent Passing #200 Sieve	30.00/each
One-dimensional Consolidation Test	200.00/each
Standard Proctor Test (Moisture-Density Relationship)	170.00/each

We anticipate total lab testing costs will range between \$800.00 and \$1,000.00.

ENGINEERING

Engineering evaluation will be invoiced at a rate of \$100.00 per hour for a Project Engineer (P.E.) and \$140.00 per hour for a Senior Geotechnical Engineer (P.E.). This includes the cost of data reduction, report preparation, and consultation during design. We anticipate total engineering costs to complete this study will be approximately \$1,700.00.



Substation Foundations
David City, NE
August 18, 2023
Page 3 of 3

ESTIMATED TOTAL COST

Based on the indicated work scope, total costs for this study is estimated at \$3,620.00 to \$3,820.00. The \$3,820.00 estimate will not be exceeded unless additional work is required and authorized by the owner. All work will be invoiced at the unit rates noted in this proposal for the actual work performed.

Based on our current backlog, we anticipate being able to begin drilling the week of August 28, 2023. If this proposal is executed and Notice to Proceed is given after the previously stated date, we anticipate being able to perform the field investigation approximately 10 – 15 days after authorization to proceed (weather permitting). We anticipate the formal report completed and delivered approximately 15 business days after drilling. Verbal information may be available approximately 5 to 7 business days after drilling has been completed.

Mid-State Engineering & Testing Inc. is nationally accredited through AMRL and CCRL and carries a full range of general and professional liability insurance that would be in effect for this project. If required, an insurance certificate could be forwarded directly from our insurance carrier.

We thank you for considering Mid-State for this project. If you have any questions concerning this proposal or need additional information, please call our Columbus office at your convenience. If this proposal of work and costs is acceptable, please return a signed copy to jkostal@midstateengineering.com or sbarnett@midstateengineering.com.

Respectfully submitted,
Mid-State Engineering & Testing, Inc.

Scott Barnett

Scott A. Barnett, P.E.
President/Sr. Geotechnical Engineer

Accepted by: _____

Jessica Miller

Date: _____

8-23-23

Council member Keith Marvin made a motion to approve Certificate of Payment No. 1 for Graybar Electric Company, Inc. in the amount of \$50,874.21 for the '2023 AGP Substation - Long Lead Equipment, Group C - Power Circuit Breakers' project. Council Member Bruce Meysenburg seconded the motion. The motion carried.

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

Contractor's Application for Payment	
Owner:	City of David City
Engineer:	JEO Consulting Group, Inc.
Contractor:	Graybar Electric Company, Inc.
Project:	2023 AGP Substation - Long Lead Equipment
Contract:	2023 AGP Substation - Long Lead Equipment, Group C - Power Circuit Breakers
Application No.:	1
Application Date:	8/4/2023
Application Period:	From _____ to _____
Owner's Project No.:	_____
Engineer's Project No.:	220993.00
Contractor's Project No.:	382593801
1. Original Contract Price	\$ 254,371.22
2. Net change by Change Orders	\$ 5,500.00
3. Current Contract Price (Line 1 + Line 2)	\$ 259,871.22
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 50,874.21
5. Retainage	
a. 0% X \$ 50,874.21 Work Completed =	\$ -
b. 0% X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 50,874.21
7. Less previous payments (Line 6 from prior application)	
8. Amount due this application	\$ 50,874.21
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 208,997.01
Contractor's Certification	
The undersigned Contractor certifies, to the best of its knowledge, the following:	
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;	
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and	
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
Contractor: Graybar Electric Company, INC.	
Signature: BR Smith	Date: 8-17-23
<small>Digitally signed by BR Smith DN: cn=BR Smith, o=Graybar Electric Company, ou=Graybar Electric Company, email=brsmith@graybar.com, c=US</small>	
Recommended by Engineer	Approved by Owner
By: <u>Matt E. Kalin</u>	By: <u>Jessica Mills</u>
Title: <u>Electrical Senior Project Manager</u>	Title: <u>Mayor</u>
Date: <u>August 17, 2023</u>	Date: <u>8-23-23</u>
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work										Contractor's Application for Payment			
Owner:		City of David City								Owner's Project No.:		220995.00	
Engineer:		JEO Consulting Group, Inc.								Engineer's Project No.:		382993001	
Contractor:		Graybar Electric Company, Inc.								Contractor's Project No.:		382993001	
Project:		2023 AGP Substation - Long Lead Equipment											
Contract:		2023 AGP Substation - Long Lead Equipment, Group C - Power Circuit Breakers											
Application No.:		1		Application Period:		From		to		Application Date:		08/01/23	
A	B	C	D	E	F	G	H	I	J	K	L		
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / I)	Balance to Finish (F - J)		
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G)						
Original Contract													
Group C - Power Circuit Breakers													
1	Furnish and Delivery of 72.5 KV 516 Power Circuit Breakers	3.00	EA	78,874.74	236,624.22	0.60	47,324.85		47,324.85	20%	189,299.37		
	Sales Tax @ 7.5%	1.00	LS	17,747.00	17,747.00	0.20	3,549.36		3,549.36	20%	14,197.64		
Original Contract Totals					\$ 254,371.22		\$ 50,874.21	\$ -	\$ 50,874.21	20%	\$ 203,497.01		

Council member Tom Kobus made a motion to approve the proposed amount of \$1,450.00 to the City of Schuyler for Police Officer Tristan Hilger. Council Member Bruce Meysenburg seconded the motion. The motion carried.

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

KAREL AND SECKMAN
ATTORNEYS AT LAW
1109 "C" Street
P.O. Box 466
SCHUYLER, NEBRASKA 68661

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RICHARD T. SECKMAN
dseckman@qwestoffice.net

August 14, 2023

David C. Levy
Attorney at Law
Baird Holm LLP
1700 Farnam Street
Suite 1500
Omaha, NE 68102-2068
(Email only)
dlevy@bairdholm.com

Re: City of Schuyler
Tristian Hilger Police Officer

Dear David:

I have been authorized to accept the proposed amount offer of \$1,450.00 in restitution for officer Tristian Hilger's early departure as settlement in full. Please have the check payable to the City of Schuyler Nebraska and mail it to me. This matter will then be resolved. Thank you very much.

Very truly yours,

Richard T. Seckman
Attorney at Law

RTS:tc
Copy via E-mail
Art Lindberg – Mayor of Schuyler
Will Roos – Schuyler City Administrator

Robert Farber – Schuyler Chief of Police

Council member Tom Kobus made a motion to approve the quote from Gehring Construction & Ready Mix in the amount of \$60,398.00 to repair the park entrance on 4th and Kansas Street. Council Member Keith Marvin seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
 Yea: 6, Nay: 0



Gehring Construction & Ready Mix Co., Inc
 Mailing address: 5424 West Meadow Dr.
 Columbus, NE. 68601
 Toll Free 1-800-658-4056 Fax 402-564-4478
 www.gehringconcrete.com
 Columbus Plant: 4979 Howard Blvd, 402-564-2841
 Humphrey Plant: 400-5th Ave, 402-923-1080



Proposal To; David City
 Job Reference; Kansas Street
 Attn To; Chris Kroesing
 Date; 8/12/2023

Item No.	DESCRIPTION	Qty	Unit	Unit Price	Total
1	Remove Paving	670	SY	12.00	8,040.00
2	Subgrade Prep	670	SY	2.00	1,340.00
3	8" Paving	670	SY	75.00	50,250.00
4	Sawing	64	LF	12.00	768.00
				Total	\$60,398.00

Notes
 No seeding included

Co. _____	Co. Gehring Construction & Ready Mix Co.
By <u><i>Deanna Mills</i></u>	By Kevin Gehring
Title <u><i>Mayor</i></u>	Title Vice President
Date <u><i>8-23-23</i></u>	Date 8/12/23

Council member Keith Marvin made a motion to adjourn. Council Member Bruce Meysenburg seconded the motion. The motion carried.
Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0



CERTIFICATION OF MINUTES
August 23, 2023

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 August 23, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such 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