

CITY COUNCIL PROCEEDINGS  
October 23 2024

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the meeting room of the City Office at 490 "E" Street, David City, Nebraska. The Public had been advised of the meeting by posting in four public places (City Office, US Post Office, Butler County Courthouse and Hruska Public Library). The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Mayor Jessica Miller, Council President Bruce Meysenburg, Council members Kevin Woita, Pat Meysenburg, Keith Marvin, Jim Angell, City Administrator Intern Raiko Martinez and Deputy City Clerk Lori Matchett. City Attorney Michael Sands attended via Zoom. Council member Tom Kobus and Interim City Administrator/City Clerk Tami Comte were absent.

Also present for the meeting were: Account Clerk Elizabeth Parker, Police Chief Marla Schnell, Ethan Joy of JEO, and Dr. Saalfeld of Optimal Health Chiropractic. Bob Veenstra of Veenstra and Kimm attended via Zoom.

The meeting opened with the Pledge of Allegiance.

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

Council member Jim Angell made a motion to approve the minutes of the October 9, 2024, City Council meeting as presented. Council member Keith Marvin seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

Mayor Jessica Miller opened the public hearing at 7:02 p.m. to consider a one-year and six-year street improvement program for the City of David City. After receiving no comments, Mayor Miller closed the hearing at 7:04 p.m.

Council member Keith Marvin made a motion to pass and adopt Resolution No. 30-2024, updating the One-Year and Six-Year Street Improvement Plan. Council Member Kevin Woita seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

**RESOLUTION NO. 30 - 2024**

WHEREAS, The City of David City, Nebraska, has conducted a Public Hearing on October 23, 2024, in accordance with the requirements of the Board of Public Roads Classifications and Standards.

NOW, THEREFORE, BE IT RESOLVED BY THE AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the updated One Year and Six Year Street Improvement Plans for Streets, as presented at the public hearing, are unanimously accepted and the City Clerk is hereby instructed to forward a certified copy of this resolution to the Board of Public Roads Classification and Standards of the State of Nebraska.

PASSED AND APPROVED this 23<sup>rd</sup> day of October, 2024.

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Mayor Jessica Miller

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Deputy City Clerk Lori Matchett

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City Council Proceedings

October 23, 2024

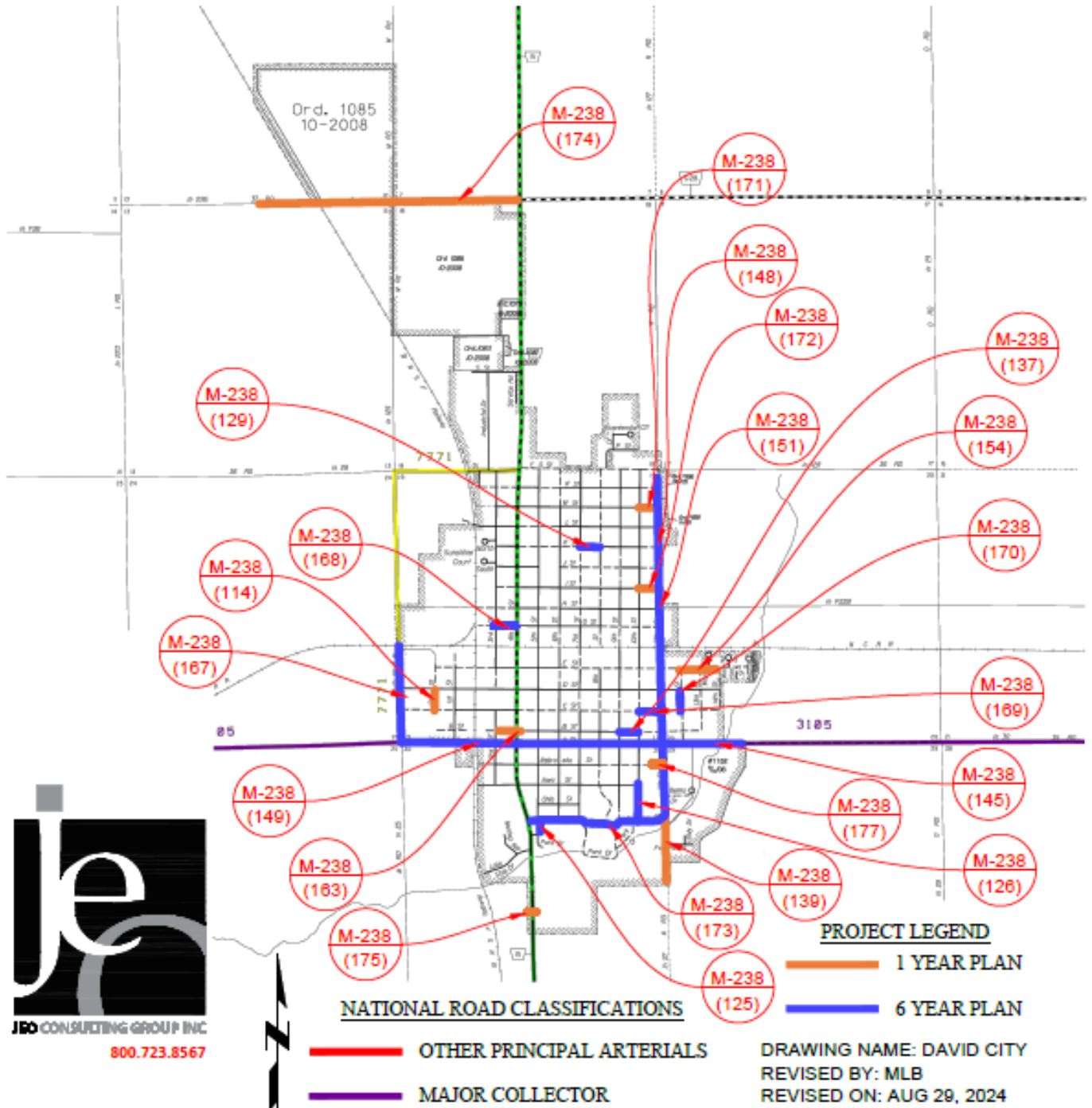
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Completed Projects (FY 23/24)					City of David City	
Project #	Street Name	Start	End	Description of Work	Length (mi)	Final Cost
M-238(146)	"O" Street	4th St.	12th St.	Existing Asphalt Street to 27' Wide 8" Concrete Street.	0.7	\$ 1,164,000
M-238(174)	Road 37	Hwy 15	West Corp. Limits	Existing Gravel Street to be 32' wide Concrete Street	1.2	\$ 3,800,000

One Year Plan - Fiscal Year 2024/2025 Projects (October 1st to September 30th)					City of David City	
Project #	Street Name	Start	End	Description of Work	Length (mi)	Est. Cost
M-238(114)	Oak Street	"C" Street	"D" Street	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.08	\$ 130,000
M-238(139)	11th Street	Kansas St.	Cemetery	Existing Gravel Street to 27' Wide 6" Concrete Street (NIC Bridge)	0.48	\$ 325,000
M-238(154)	"E" Street	12th St.	14th St.	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.22	\$ 350,000
M-238(163)	"B" Street	3rd St.	4th St.	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.08	\$ 125,000
M-238(171)	"M" Street	10th St.	11th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.08	\$ 135,000
M-238(172)	"I" Street	10th St.	11th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.08	\$ 135,000
M-238(175)	Scout Lane	Hwy 15	Monarch Dr.	Concrete Street Paving	0.07	\$ 150,000
M-238(176)	Northland Sub.			Concrete Street Paving, Drainage Improvements	1	\$ 1,500,000
M-238(177)	Nebraska St.	10th St.	11th St.	Existing Gravel Street to Concrete Pavement and Drainage	0.04	\$ 145,000

Six Year Plan - Fiscal Year 2025/2026 to 2029/2030 Projects (October 1st to September 30th)					City of David City	
Project #	Street Name	Start	End	Description of Work	Length (mi)	Est. Cost
M-238(125)	5th Street	Kansas St.	Park Trail	Existing Gravel Street to 27' Wide 6" Concrete Street	0.5	\$ 175,000
M-238(126)	10th Street	Kansas St.	Iowa St.	Existing Grave Road to 27' Wide 6" Concrete Street	0.14	\$ 250,000
M-238(129)	"K" Street	7th St.	8th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(137)	"B" Street	9th St.	10th St.	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(145)	"A" Street	Hwy 15	East Corporate Limits	Existing Bituminous Street with Asphalt Overlay	1.05	\$ 350,000
M-238(148)	11th Street	"O" St.	"H" St.	Existing Asphalt Street to 32' Wide 8" Concrete Street	0.5	\$ 1,500,000
M-238(149)	"A" Street	Hwy 15	County Road M	Existing Asphalt Street to 27' Wide 8" Concrete Street	0.42	\$ 850,000
M-238(151)	11th Street	"H" St.	"A" St.	Existing Asphalt Street to 32' Wide 8" Concrete Street	0.82	\$ 2,400,000
M-238(167)	"M" Road	"A" St.	CNRR	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.37	\$ 700,000
M-238(168)	"G" Street	3rd St.	4th St.	Existing Asphalt Street to 24' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(169)	"C" Street	10th St.	10th St.	Existing Asphalt Street to 24' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(170)	12th Street	"C" St.	"D" St.	Existing Asphalt Street to 24' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(173)	Kansas Street	4th St.	11th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.55	\$ 1,125,000

# DAVID CITY, NEBRASKA ONE AND SIX YEAR PLAN FISCAL YEAR 24/25-29/30





Change Order Estimate - Unit Price Work					
JEO Project Name: David City Water Main Loop to AGP			JEO Project Number: 221276.00		
Owner: City of David City			Change Order Number: 3		
Contractor: Rutjens Construction, Inc.			Effective Date: Date Signed by Owner		
Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
<b>GROUP C - WATER MAIN EXTENSION TO WWTF</b>					
C-CO3.1	Mobilization	1	LS	\$2,000.00	\$2,000.00
C-CO3.2	Bonding and Insurance	1	LS	\$1,000.00	\$1,000.00
C-CO3.3	3" Yelomine Water Main (Install Only)	1040	LF	\$23.00	\$23,920.00
C-CO3.4	6" PVC Water Main, DR18	5	LF	\$35.00	\$175.00
C-CO3.5	8" PVC Water Main, DR18, RJ, Directionally Bored	815	LF	\$70.00	\$57,050.00
C-CO3.6	8" PVC Water Main, DR18 (Install Only)	280	LF	\$25.00	\$7,000.00
C-CO3.7	8" PVC Water Main, DR18	1457	LF	\$48.00	\$69,936.00
C-CO3.8	8" Gate Valve and Box, MJ	3	EA	\$2,210.00	\$6,630.00
C-CO3.9	3" 22.5° Bend, MJ	2	EA	\$295.00	\$590.00
C-CO3.10	3" 45° Bend, MJ	3	EA	\$310.00	\$930.00
C-CO3.11	6" x 3" Reducer, MJ	1	EA	\$321.00	\$321.00
C-CO3.12	8" x 6" Reducer, MJ	1	EA	\$420.00	\$420.00
C-CO3.13	8" x 6" x 8" Tee, MJ (Install Only)	2	EA	\$175.00	\$350.00
C-CO3.14	8" x 8" x 8" Tee, MJ	2	EA	\$505.00	\$1,010.00
C-CO3.15	8" Plug, MJ	1	EA	\$215.00	\$215.00
C-CO3.16	3" Cap, MJ	1	EA	\$180.00	\$180.00
C-CO3.17	3" x 2" Saddle	1	EA	\$610.00	\$610.00
C-CO3.18	8" x 1" Saddle	2	EA	\$245.00	\$490.00
C-CO3.19	2" Flush Hydrant Assembly	1	EA	\$2,988.00	\$2,988.00
C-CO3.20	2" PE Water Service (SDR 7)	12	LF	\$19.00	\$228.00
C-CO3.21	1" Corporation Stop	2	EA	\$225.00	\$450.00
C-CO3.22	1" PE Water Service (SDR 7)	32	LF	\$17.00	\$544.00
C-CO3.23	1" Curb Stop and Box (Install Only)	2	EA	\$105.00	\$210.00
C-CO3.24	Connect to Existing Water Main	1	EA	\$1,000.00	\$1,000.00
C-CO3.25	Remove Pavement	3	SY	\$16.00	\$48.00
C-CO3.26	7" Concrete Pavement	3	SY	\$125.00	\$375.00
C-CO3.27	Crushed Rock Surface Course	200	TONS	\$55.00	\$11,000.00
C-CO3.28	Seeding, Fertilizer and Mulch	1	LS	\$5,500.00	\$5,500.00
C-CO3.29	County Road Restoration	1	LS	\$2,500.00	\$2,500.00
C-CO3.30	Temporary Traffic Control Measures	1	LS	\$1,500.00	\$1,500.00
<b>Total - Group C:</b>					<b>\$199,170.00</b>
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
<b>GROUP D - FIRE HYDRANTS</b>					
D - CO3.1	6" Fire Hydrant Assembly (Install Only)	1	LS	\$1,250.00	\$1,250.00
D - CO3.2	6" Fire Hydrant Assembly	1	LS	\$7,405.00	\$7,405.00
<b>Total - Group D:</b>					<b>\$8,655.00</b>
<b>Total Bid - Change Order 3:</b>					<b>\$207,825.00</b>



**THESE SPECIFICATIONS ARE HEREBY ADDED TO THE 2023 WATER MAIN  
NORTH LOOP PROJECT SIGNED AND DATED MARCH 6, 2023.**



**PART 1 - GENERAL**

**1.23 PERMITS**

- A. NDEE: A permit is being processed by the Nebraska Department of Environment and Energy for the construction of the water main. A copy of the permit will be presented to the successful bidder, when the approval has been issued. The Contractor will construct the proposed improvements in strict compliance to the instructions and provisions of the permit.
- B. Butler County Utility Permit: A permit is being processed by Butler County to construct water main within the county right-of-way. A copy of the permit will be presented to the successful bidder, when the approval has been issued. The Contractor shall construct the proposed improvements in strict compliance with the instructions and provisions of this permit.
- C. NPDES: Due to the nature of this construction project, Owner is required to request discharge authorization for the stormwater discharge from the construction site under the General NPDES Permit Number NER160000. Owner has filed a NOI. An amendment to the original Stormwater Pollution Prevention Plan [SWPPP] for this project has been developed. It will be the responsibility of the Contractor and all subcontractors to maintain the site according to the permit requirements and the SWPPP amendment. A copy of the SWPPP amendment is available from Engineer upon request, prior to bidding.
  - 1. During construction, the Contractor shall be responsible for inspecting the erosion control measures and record keeping per the requirements of the NPDES Permit duration of the project.
  - 2. The Contractor shall post the Storm Water Pollution Prevention Plan [SWPPP] in a conspicuous place on the project site. This posting shall be available for public viewing during normal business hours and shall have the contact numbers for Contractor.
  - 3. The Contractor shall be responsible for maintaining and controlling all erosion control devices throughout the duration of the project, in strict compliance with the conditions of the permit.
  - 4. The Contractor shall conduct weekly reviews of the erosion control measures and make any repairs or adjustments necessary to satisfy the requirements of the permit.
  - 5. The Contractor shall complete the required Storm Event Monitoring Reports after each rainfall event during the construction project. The Engineer shall verify that the Storm Even Monitoring Reports are completed.
  - 6. Copies of all reports, daily reports and forms recorded by Contractor shall be maintained on the site. A copy of these documents shall be provided to Owner through Engineer on a monthly basis, along with monthly Partial Pay Request. Pay requests will not be processed by Owner without copies of these documents.

7. The Contractor shall be responsible for removal and disposal of all temporary erosion control measures from the site after final stabilization measures are in place and satisfactory vegetation has been established.
8. The following conservation measures must be implemented in order to avoid adverse impacts on Northern Long-Eared Bat:
  - a. No removal of suitable trees or roosting structures between May 15 and July 31 (maternity roosting season).

**1.24 SUBSTANTIAL COMPLETION**

- A. Refer to Section 00 72 00 – General Conditions.
- B. Completion dates for the 2024 Water Main Extension to WWTF Project are as follows:
  1. Substantial Completion: December 31, 2024
  2. Ready for Final Payment: January 31, 2025
- C. Substantial completion so that the work can be utilized requires the following components to be complete, operational and tested:
  1. Connection to existing water main, and installation and backfilling of pipe, fittings, valves, and appurtenances is complete
    - a. Compacted density testing of backfill is complete.
    - b. Concrete compressive strength testing is complete.
    - c. Pressure testing is complete.
    - d. Bacteriological testing is complete.
    - e. Placement into service has been issued by NDEE.
    - f. All water main connections and water service connections are complete.
  2. Earthwork is complete, with the exception of fine grading and seeding.
  3. Construction of all field entrances and culverts is complete.
  4. Construction of all concrete pavement, driveways, and sidewalk is complete.
  5. Installation of aggregate surfacing shown on the Drawings is complete.
  6. Tracer wire testing is complete.
  7. All hydrants, valves and curb stops are operational with a wrench.

**1.25 WATER MAIN AND WATER SERVICE QUANTITIES**

- A. The Owner will provide the following quantities of water service and water main materials to the Contractor at no expense to the Contractor. These quantities are noted on the bid form as "Installation Only".
  1. 3" Yelomine Water Main: 1,040 LF
  2. 8" PVC Water Main, DR 18: 280 LF
  3. 8"x6"x8" Tee, MJ: 2 EA
  4. 1" Curb Stop and Box: 2 EA



**PART 2 - PRODUCTS**

**2.13 WATER MAIN AND APPURTENANCES**

- A. Yelomine ASTM D2241 Certa-Lok RJ PVC Pressure Pipe:
1. 3" Yelomine water service pipe shall be provided by the Owner and installed at the locations shown in the drawings.
- B. Ductile Iron Fittings:
1. Ductile iron fittings shall meet the requirements of AWWA C153/111 or C110/153 and shall be cement lined.
  2. All ductile iron fittings shall minimum pressure rating of 250 psi.
  3. Above grade ductile iron fittings shall be flanged joint and below grade fittings shall be mechanical joint.
  4. All below grade ductile iron fittings shall be installed with mechanical joint restraint devices.
  5. All below grade fittings shall be bedded from 6 inches below the fitting to the top of fitting with 3/4-inch crusher run bedding material.
  6. All below grade ductile iron fittings shall be polywrapped.
  7. All above grade nuts and bolts shall be stainless steel.
  8. Approved Manufacturers:
    - a. Tyler
    - b. Star
    - c. Sigma

**END OF SECTION**



# 2024 WATER MAIN EXTENSION TO WWTF DAVID CITY, NEBRASKA

**OWNER:**  
**NAME:** TAMI COMTE  
**CONTACT INFO:**  
 CITY OF DAVID CITY  
 CITY CLERK/TREASURER  
 PHONE: 402.387.3135  
 EMAIL: TCOMTE@DAVIDCITYNE.COM

**ANTHONY KOBUS**  
 CITY OF DAVID CITY  
 WATER SUPERINTENDENT  
 PHONE: 402.387.3132  
 EMAIL: DCWATERSUP@DAVIDCITYNE.COM

**ENGINEER:**  
**SUBMITTING ORGANIZATION:** JEO CONSULTING GROUP, INC.  
 1837 N CHESTNUT ST, WAHOO, NE 68088  
 P: 800.723.8567  
 CERTIFICATE OF AUTHORIZATION NO.: CA-0069

**COORDINATING PROFESSIONAL:** ETHAN JOY, P.E.  
 JEO CONSULTING GROUP, INC.  
 1809 DAKOTA AVENUE  
 SOUTH SIOUX CITY, NE 68776  
 PHONE: 402.494.7019  
 EMAIL: EJOY@JEO.COM

**INDEX OF SHEETS:**

SHEET NO:	SHEET NAME:
C0.1	COVER SHEET
C0.2	SYMBOLS
C0.3	HORIZONTAL ALIGNMENT AND CONTROL
PP1.1 - PP1.5	PLAN AND PROFILE SHEETS - M ROAD
PP2.1 - PP2.2	PLAN AND PROFILE SHEETS - WATER TREATMENT PLANT
D1.1	STANDARD DETAILS



LOCATION MAP



**ALL SITE PLAN INFORMATION IS BASED UPON US SURVEY FEET (SFT)**



ETHAN JOY, P.E., AM  
 THE COORDINATING  
 PROFESSIONAL ON THE  
 PROJECT.  
 WATER MAIN EXTENSION TO WWTF

**NOTE:**  
 NEITHER THE OWNER (CLIENT) NOR JEO CONSULTING GROUP, INC. ASSUMES ANY RESPONSIBILITY FOR UTILITY LOCATIONS BEING SHOWN ON THIS PLAN. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH FOR UTILITY LOCATES WAS MADE FOR THIS LOCATION AS PER THE ONE-CALL NOTIFICATION SYSTEM ACT.  
 PROJECT NO.: 2411102P-2411102B-2411102A  
 SHEET NO.: C0.1 (REV. 2024.10.23)

UTILITIES SHOWN ARE FROM FIELD MARKINGS PROVIDED IN THE FIELD BY THE UTILITY PROVIDERS.  
 THE EXACT LOCATION AND/OR SIZE OF UNDERGROUND FEATURES MAY NOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED ON THIS PLAN. CONTRACTORS SHALL NOTIFY THE RESPECTIVE UTILITY COMPANIES BEFORE COMMENCING ANY WORK.



2024  
 WATER MAIN EXTENSION  
 TO WWTF  
 DAVID CITY, NEBRASKA

COVER SHEET



PROJECT NO.	2411102P
DATE	10/23/2024
DRAWN BY	ETHAN JOY
SCALE	AS SHOWN
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DATE	10/23/2024
SCALE	AS SHOWN
PROJECT NAME	WATER MAIN EXTENSION TO WWTF
CLIENT	CITY OF DAVID CITY
LOCATION	DAVID CITY, NE
DATE	10/23/2024
BY	ETHAN JOY
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DATE	10/23/2024
SCALE	AS SHOWN



2024  
 WATER MAIN EXTENSION  
 TO WATTS  
 DAVID CITY, NEBRASKA

**SYMBOLS**



PROJECT NO. 241218.00  
 DATE 09/20/2024  
 DRAWN BY TAY  
 CHECKED BY JAMF  
 PROJECT NO. 241218.00  
 DATE 09/20/2024  
 DRAWN BY TAY  
 CHECKED BY JAMF  
 PROJECT NO. 241218.00  
 DATE 09/20/2024  
 DRAWN BY TAY  
 CHECKED BY JAMF

**PAVING FEATURES**

ITEM	SYMBOL
EXISTING PAVEMENT JOINT	
TRANSVERSE JOINT	
LONGITUDINAL JOINT	
EXPANDED JOINT	
PAVEMENT MARKING	
PAVEMENT REPAIR	
HANDICAP SYMBOL	

**VEGETATION**

ITEM	SYMBOL
BUSH	
CONIFEROUS TREE	
DECIDUOUS TREE	
MARSH/WETLAND	
TREE MASS LINE	
TREE STAMP	

**SWPPP**

ITEM	SYMBOL
SILT FENCE	
INLET PROTECTION	
STRAIN WATTLE CHECK	
STRAIN BALE CHECK	
FLOW ARROW (PLAN)	
AREA INLET	
FILTER PROTECTION	

**GENERAL**

ITEM	SYMBOL
PLAN REVISION	
NORTH ARROW	
GRAPHIC SCALE PLAN	
GRAPHIC SCALE PROFILE/CROSS SECTION	
KEYNOTE OR TABULAR NOTE	
REFERENCED NOTE	
ELEVATION	
SECTION	
BILARGED DETAIL	

**SITE & SIGNAGE**

ITEM	SYMBOL
SIGN	
BARBERAGE	
ROAD SIGNS	
COUNTY ROAD	
INTERSTATE HIGHWAY	
STATE HIGHWAY	
U.S. HIGHWAY	
MILE MARKER POST	
RIGHT OF WAY MARKER	
RAILROAD CROSSING SIGNAL	
RAILROAD SWITCH	
FLAG POLE	
MAILBOX	
PROPANE TANK	
SATELLITE TV DISH	
WINDMILL	

**CONTROL & ELEVATION**

ITEM	SYMBOL
BENCHMARK	
CONTROL POINT (NON-PROPERTY)	
MONUMENT FOUND (PROPERTY)	
MONUMENT SET	
TEMPORARY POINT	
TEST BORING	
POINT ELEVATION (EXISTING)	
POINT ELEVATION (PROPOSED)	
TOP OF PAVEMENT	
TOP OF CURB	
GROUND	
TOP OF WALL	
BOTTOM OF WALL	
FLOWLINE	
GRID TOK	

**MISC FEATURES**

ITEM	SYMBOL
CENTER PIVOT	
CENETRY	
GRAVE	
CHURCH	
CAVE	
CISTERN	
LATRINE	
OIL WELL	
GUARD POST	

**UTILITIES**

ITEM	SYMBOL
STORM SEWER	
CURB INLET	
GRATE INLET	
CATCH BASIN	
STORM SEWER MANHOLE	
SANITARY	
CLEANOUT	
SEPTIC TANK	
SANITARY MANHOLE	
POWER ELECTRICAL, LIGHT, AND TRAFFIC	
AIR CONDITIONING UNIT	
ANCHOR ROPEPOST	
ANTENNA	
GUY WIRE ANCHOR	
ELECTRICAL HIGHLINE TOWER (METAL OR CONCRETE)	
POWER POLE (EXISTING)	
POWER POLE (PROPOSED)	
POWER (ELEC) PEDESTAL	
POWER (ELEC) FULL BOX OR MANHOLE	
POWER (ELEC) METER	
LIGHT POLE	
TRAFFIC SIGNAL	
TELEVISION SIGNAL BOX (PROPERTY)	
TELEVISION MANHOLE	
WATER	
WATER MANHOLE	
WATER SHUT OFF OR CURB STOP	
WELL	
WATER METER	
WATER METER PIT	
YARD HYDRANT	
WATER ELEVATION	
WATER TOWER	
FIRE HYDRANT (EXISTING)	
FIRE HYDRANT (PROPOSED)	
FIRE HYDRANT IN PROFILE	
WATER FITTINGS	
11- 1/4"	
2- 1/2"	
45°	
90°	
CROSS	
PLUG	
REDUCER	
TEE	
GAS	
GAS METER	
GAS MANHOLE	
GAS FILL PIPE	
GAS PUMP	
GAS VALVE	
GAS VENT	
TELEPHONE	
FIBER OPTICS PULL BOX	
TELEPHONE POLE	
TELEPHONE PULL BOX OR MANHOLE	
TELEPHONE PEDESTAL	
MANHOLE (NON-SPECIFIC)	
UNDERGROUND STORAGE TANK (VALVE NON-SPECIFIC)	

**COMMON HATCHING**

ITEM	HATCH
ASPHALT PAVEMENT (EX)	
CONCRETE PAVEMENT (EX)	
GRAVEL (EX)	
BRICK PAVEMENT (EX)	
ASPHALT PAVEMENT (PR)	
CONCRETE PAVEMENT (PR)	
CONCRETE SIDEWALK (PR)	
GRAVEL (PR)	
BRICK PAVEMENT (PR)	
RIP RAP	
SEEDING	
MATTING	
UNDISTURBED EARTH	
EARTH	
GRANULAR FILL	
SAND MORTAR, PLASTER	
CONCRETE	
BRICK	
CONCRETE BLOCK	
METAL	
WOOD FRAMING	
WOOD FRAMING INTERRUPTED MEMBER	
BATT INSULATION	
RIGID INSULATION	

**LINESTYLES**

ITEM	SYMBOL
BREAK LINE	
CABLE TELEVISION	
CABLE TV (NS)	
CENTERLINE OF ROAD	
CONTOUR MINOR (EX)	
CONTOUR MAJOR (EX)	
CONTOUR MINOR (EX/GREENED)	
CONTOUR MAJOR (EX/GREENED)	
CONTOUR MINOR (PR)	
CONTOUR MAJOR (PR)	
LIMITS OF CONSTRUCTION	
CULVERT	
ELECTRIC (OHVD)	
ELECTRIC (OHVD, NS)	
ELECTRIC (UGND)	
ELECTRIC (UGND, NS)	
FENCE (WOODEN)	
FENCE (WIRE OR UNKNOWN)	
FENCE (CHAINLINK)	
FENCE (SECURITY)	
FIBER OPTIC LINE	
FIBER OPTIC LINE (NS)	
FLOWLINE (BREAKLINE)	
GAS LINE (NS)	
GUARDRAIL	
PROPERTY BOUNDARY	
PROPERTY LOT LINES (PR)	
PROPERTY LINES (EX/AS)	
RIGHT-OF-WAY LINE	
RAILROAD RIGHT-OF-WAY	
RAILROAD TRACKS	
RETAINING WALL	
SANITARY SEWER (EX)	
SANITARY SEWER (NS)	
SANITARY SEWER (PR)	
SAN SEWER FORCE MAIN (EX)	
SAN SEWER FORCE MAIN (PR)	
STORM SEWER (EX)	
STORM SEWER (NS)	
STORM SEWER (PR)	
TELEPHONE LINE (UGND)	
TELEPHONE LINE (UGND, NS)	
TELEPHONE LINE (OHVD)	
TELEPHONE LINE (OHVD, NS)	
TERRACE	
CROPLINE	
TRAVELED WAY	
WATER (EX)	
WATER (NS)	
WATER (PR)	
FIRE SERVICE	
EXISTING	
EXISTING, NOT-SURVEYED	
PROPOSED	
OVERHEAD	
UNDERGROUND	
UGND	

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2024  
 WATER MAIN EXTENSION  
 TO WWT  
 DAVID CITY, NEBRASKA

HORIZONTAL ALIGNMENT AND CONTROL



PROJECT NO. 221276.00  
 DATE 01/20/24  
 DRAWN BY TAY  
 CHECKED BY RICHARDSON  
 FILED BY RICHARDSON  
 PROJECT LOCATION DAVID CITY, NE  
 PROJECT OWNER DAVID CITY, NE  
 PROJECT NO. 221276.00  
 PROJECT DATE 01/20/24  
 PROJECT LOCATION DAVID CITY, NE  
 PROJECT OWNER DAVID CITY, NE

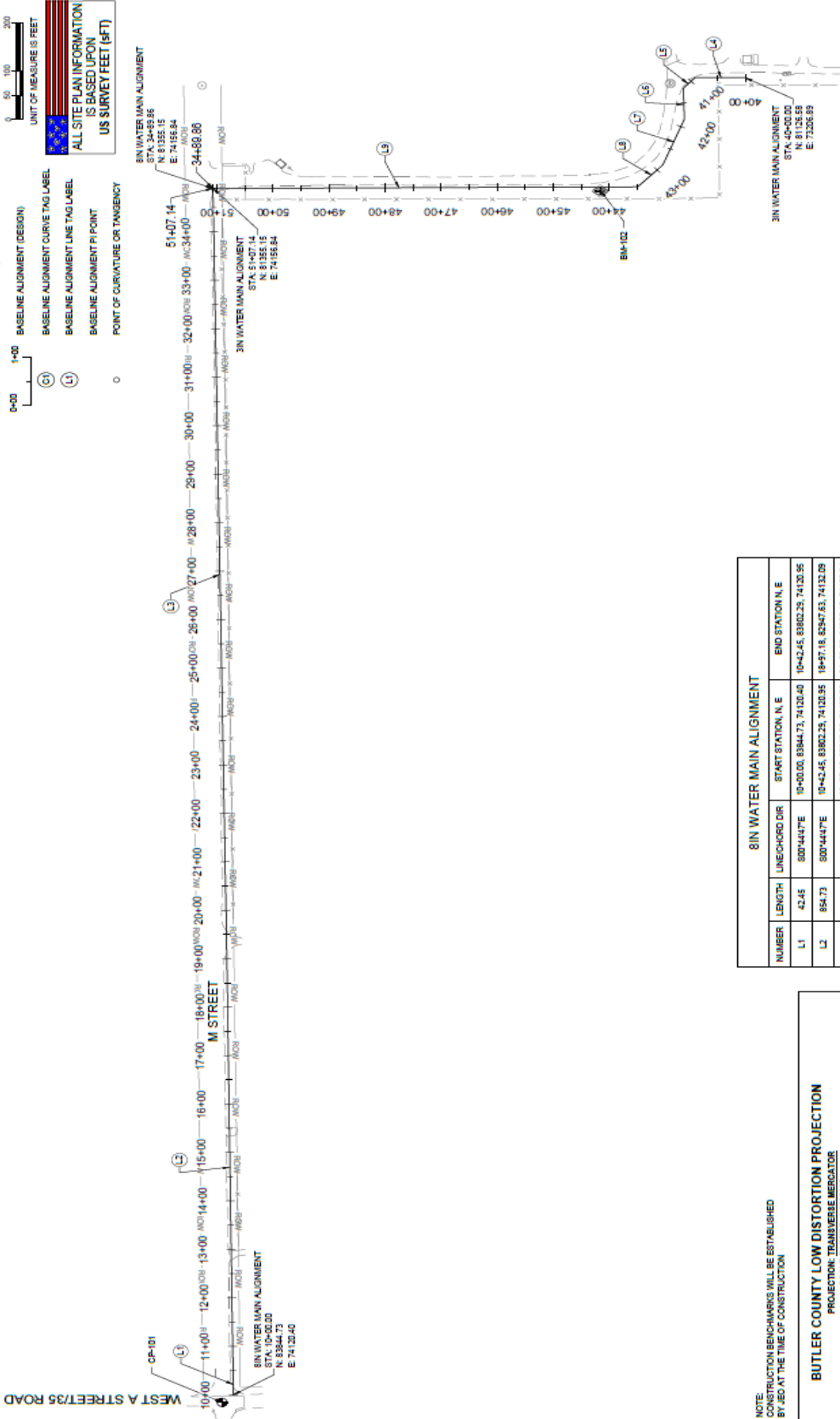
CO.3

**LEGEND**

SYMBOL	DESCRIPTION
0+00	BASELINE ALIGNMENT (DESIGN)
(C)	BASELINE ALIGNMENT CURVE TAG LABEL
(L)	BASELINE ALIGNMENT LINE TAG LABEL
(P)	BASELINE ALIGNMENT P.I. POINT
○	POINT OF CURVATURE OR TANGENCY

GRAPHIC SCALE  
 0 50 100 200  
 UNIT OF MEASURE IS FEET

ALL SITE PLAN INFORMATION IS BASED UPON US SURVEY FEET (SFT)



NUMBER	LENGTH	LINE/CHORD DIR	START STATION, N. E	END STATION, N. E
L1	42.45	S00°44'47"E	10+00.00, 8384.73, 74 120.40	10+42.45, 8380.29, 74 120.95
L2	84.73	S00°44'47"E	10+42.45, 8380.29, 74 120.95	18+97.18, 8297.63, 74 132.09
L3	1532.68	S00°52'32"E	18+97.18, 8297.63, 74 132.09	34+489.86, 81355.15, 74 156.84

NUMBER	LENGTH	LINE/CHORD DIR	START STATION, N. E	END STATION, N. E
L4	83.73	N50°00'00"E	40+00.00, 81126.59, 73206.89	40+83.73, 81126.59, 73206.82
L5	28.90	N43°38'42"E	40+83.73, 81126.59, 73206.82	41+183.63, 81148.22, 73317.26
L6	84.21	N01°21'19"W	41+183.63, 81148.22, 73317.26	41+433.83, 81512.41, 73315.74
L7	101.46	N22°07'32"E	41+433.83, 81512.41, 73315.74	42+662.29, 81306.39, 73353.95
L8	63.65	N47°37'22"E	42+662.29, 81306.39, 73353.95	43+485.94, 81351.70, 73398.66
L9	759.20	N89°44'21"E	43+485.94, 81351.70, 73398.66	51+07.14, 81355.15, 74 156.84

NOTE: CONSTRUCTION BENCHMARKS WILL BE ESTABLISHED BY GEO AT THE TIME OF CONSTRUCTION

POINT NAME	NORTHING US SURVEY FEET	EASTING US SURVEY FEET	LONG DESCRIPTION
CP-101	8380.31	74 140.51	RAIL ROAD SPIKE IN THE CENTERLINE OF A COUNTY ROAD M AND COUNTY ROAD 35
CP-104	81075.57	72449.70	58" REBAR TOP 3 IN WASTE WATER TREATMENT PLANT

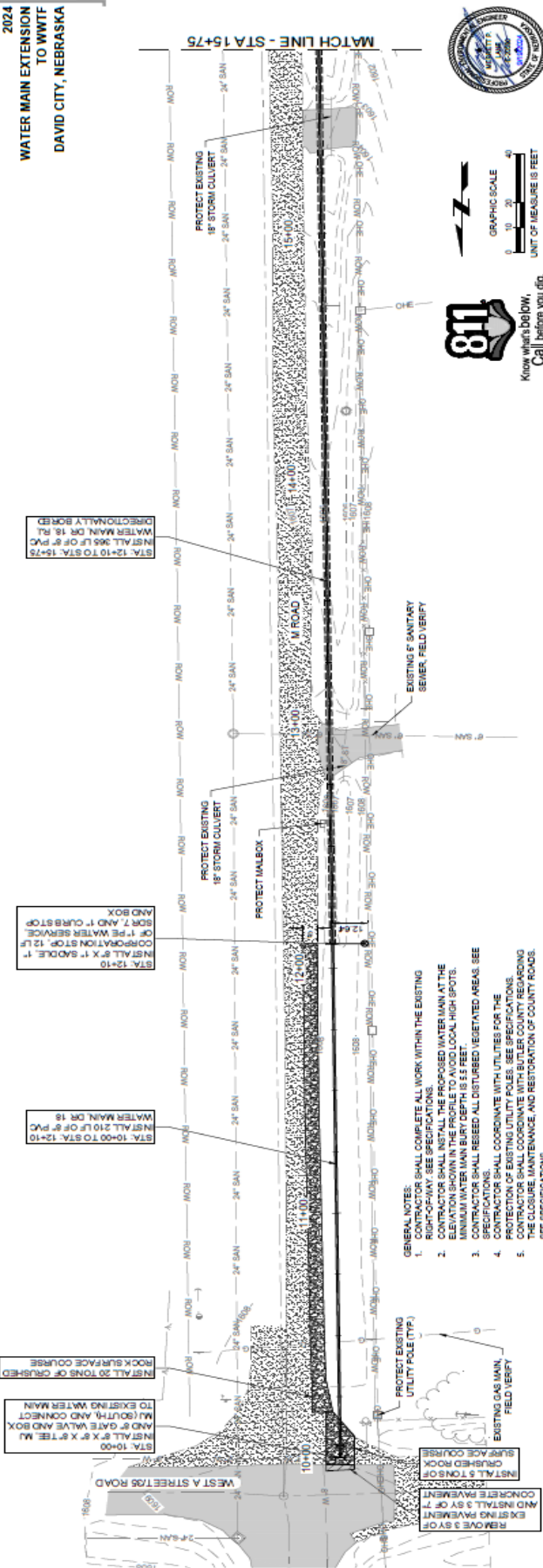
SCALE FACTOR: 1.0000886  
 CENTRAL MERIDIAN: 97°03'00"  
 LATITUDE OF ORIGIN: 41°12'00"  
 FALSE NORTHING: 20,000 METERS (65,618.867 US FEET)  
 FALSE EASTING: 20,000 METERS (64,453.902 US FEET)

POINT NAME	EXISTING US SURVEY FEET	ELEVATION	LONG DESCRIPTION
BM-102	81390	73465	CHMR NAILS IN THE SOUTH FACE OF A POWER POLE, 4TH WEST OF COUNTY ROAD M
BM-103	81116	72619	CHISELED SQUARE IN THE NORTH WEST CORNER OF A CONCRETE STRUCTURE BM10 IN WASTE WATER TREATMENT PLANT

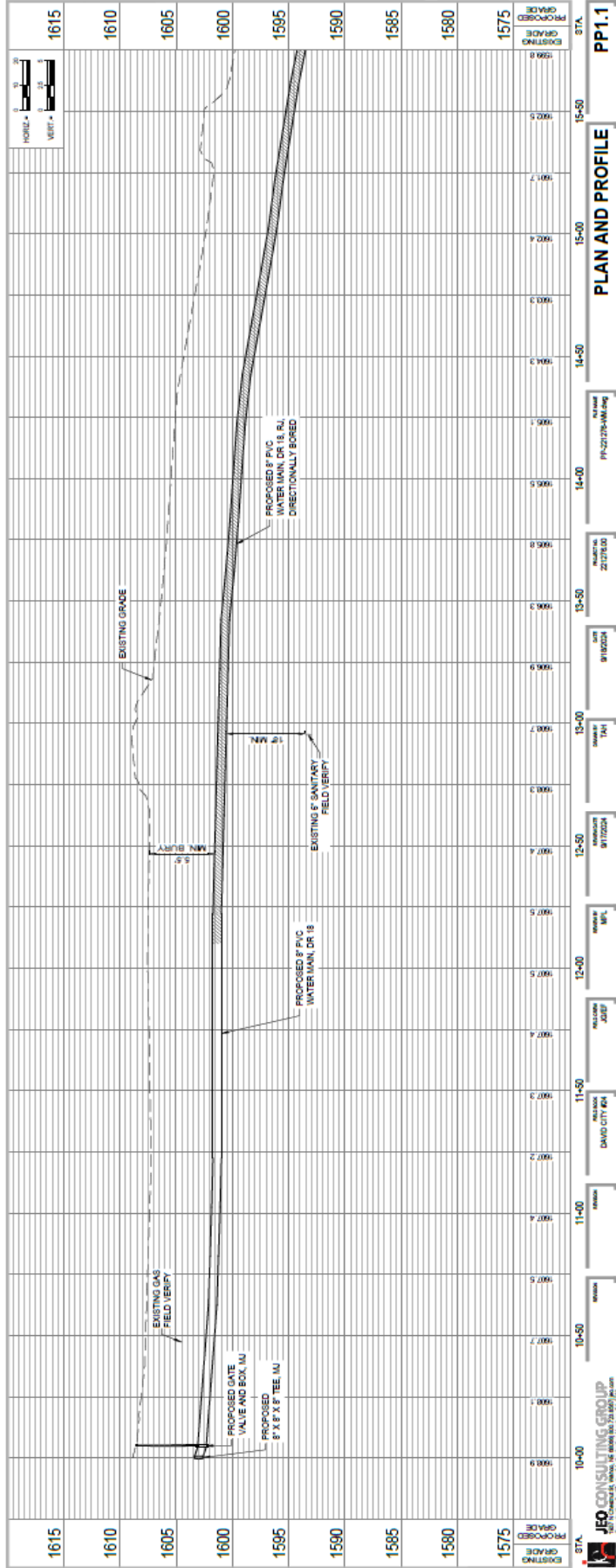


2024  
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 TO WWTF  
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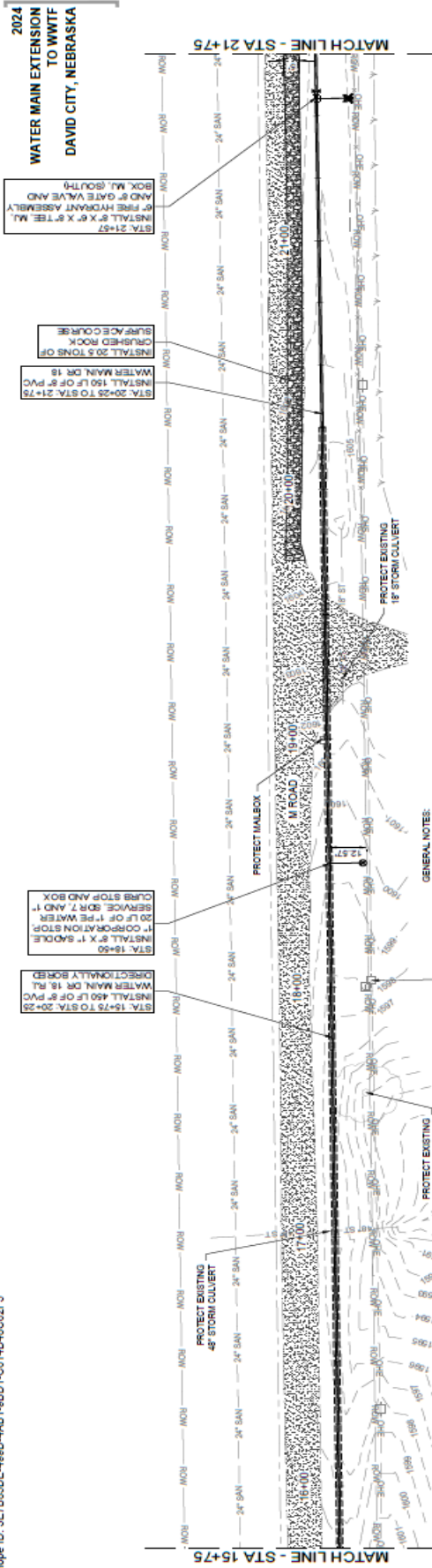


- GENERAL NOTES:
1. CONTRACTOR SHALL COMPLETE ALL WORK WITHIN THE EXISTING RIGHT-OF-WAY. SEE SPECIFICATIONS.
  2. CONTRACTOR SHALL INSTALL THE PROPOSED WATER MAIN AT THE EXISTING GRADE AND SHALL MAINTAIN A MINIMUM BURIED DEPTH OF 5 FEET.
  3. CONTRACTOR SHALL RESEED ALL DISTURBED/VEGETATED AREAS. SEE SPECIFICATIONS.
  4. CONTRACTOR SHALL COORDINATE WITH UTILITIES FOR THE PROTECTION OF EXISTING UTILITY POLES. SEE SPECIFICATIONS.
  5. THE CLOSURE, MAINTENANCE, AND RESTORATION OF COUNTY ROADS. SEE SPECIFICATIONS.

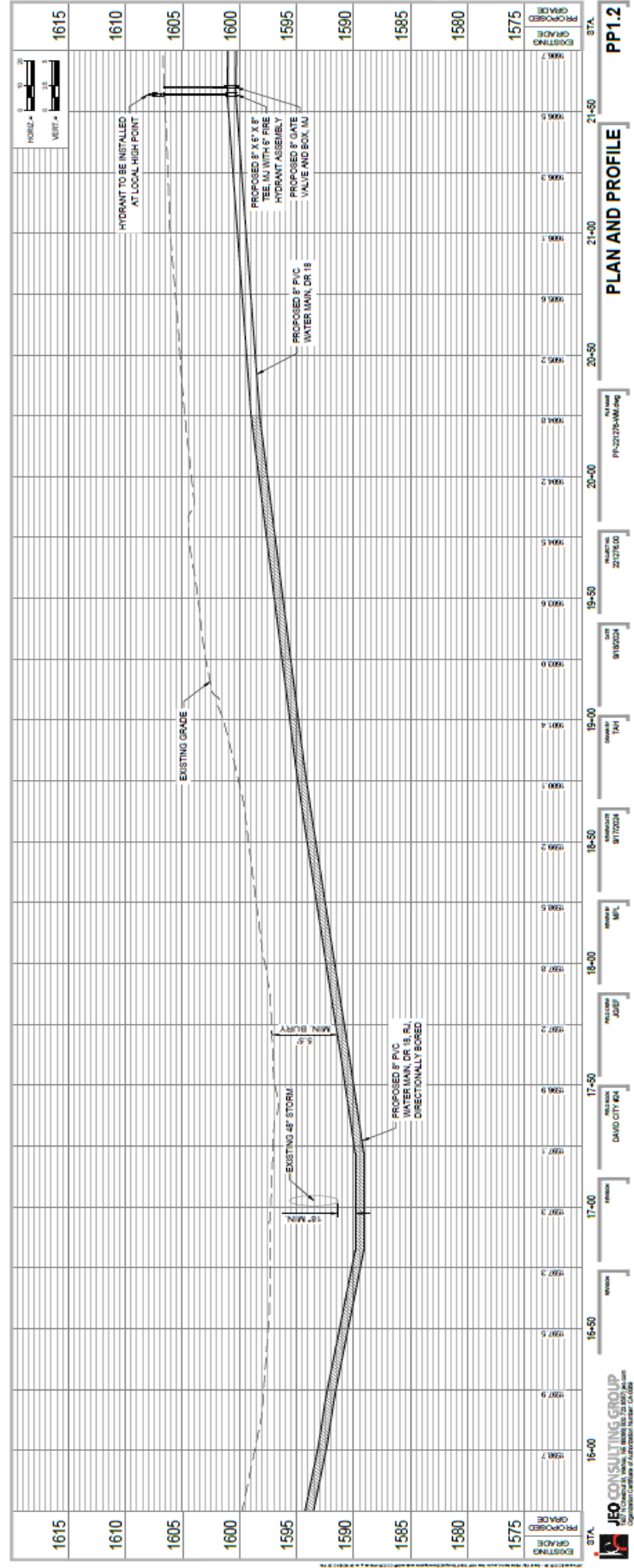




Docusign Envelope ID: 3E7B85DE-498D-4AB1-9BD1-C614D46C02F5



- GENERAL NOTES:**
1. CONTRACTOR SHALL COMPLETE ALL WORK WITHIN THE EXISTING RIGHT-OF-WAY (SEE SPECIFICATIONS).
  2. CONTRACTOR SHALL PROTECT EXISTING WATER MAIN AT THE ELEVATION SHOWN IN THE PROFILE TO AVOID LOCAL HIGH SPOTS. MINIMUM WATER MAIN BURY DEPTH IS 5 FEET.
  3. CONTRACTOR SHALL RESEED ALL DISTURBED/VEGETATED AREAS. SEE SPECIFICATIONS.
  4. CONTRACTOR SHALL COORDINATE WITH UTILITIES FOR THE PROTECTION OF ALL UTILITIES. SEE SPECIFICATIONS.
  5. CONTRACTOR SHALL COORDINATE WITH BUTLER COUNTY REGARDING THE CLOSURE, MAINTENANCE, AND RESTORATION OF COUNTY ROADS. SEE SPECIFICATIONS.



**PLAN AND PROFILE**

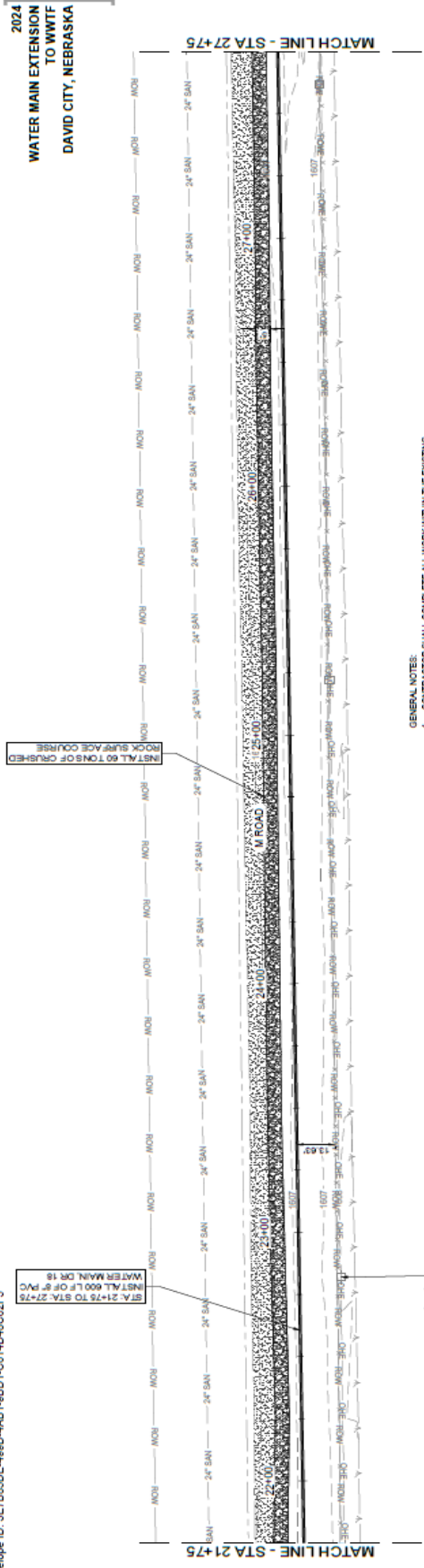
PP1.2

DATE: 9/19/2024  
 DRAWN BY: JZ  
 CHECKED BY: JZ  
 PROJECT NO: PP-22175-MM-02

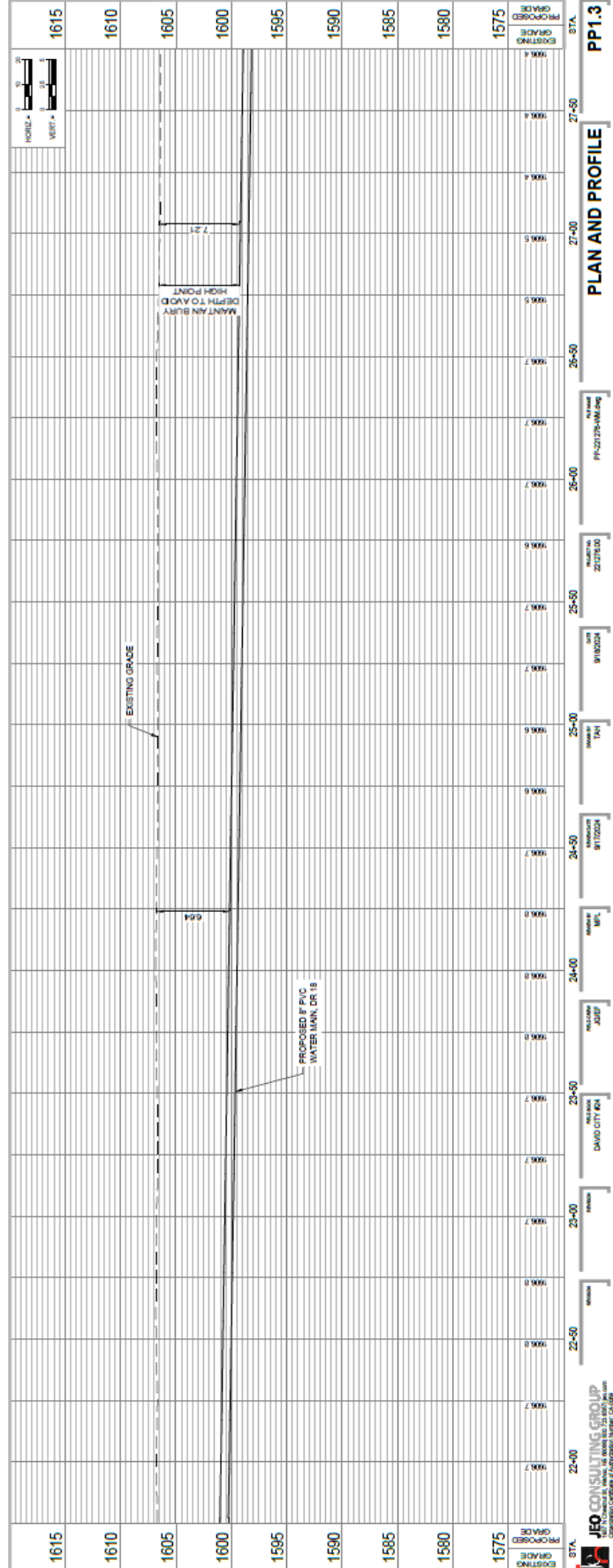
JEO CONSULTING GROUP  
 1000 S. 10th Street, Suite 100  
 Lincoln, NE 68502

2024  
 WATER MAIN EXTENSION  
 TO WWTF  
 DAVID CITY, NEBRASKA

DocuSign Envelope ID: 3E7B850E-466D-44B1-B8D1-C614D48C62F5



- GENERAL NOTES:**
1. CONTRACTOR SHALL COMPLETE ALL WORK WITHIN THE EXISTING RIGHT-OF-WAY. (SEE SPECIFICATIONS.)
  2. THE PROPOSED WATER MAIN AT THE ELEVATION SHOWN IN THE PROFILE TO AVOID LOCAL HIGH SPOTS. MINIMUM WATER MAIN BURY DEPTH IS 5.5 FEET.
  3. CONTRACTOR SHALL RESEED ALL DISTURBED VEGETATED AREAS. (SEE SPECIFICATIONS.)
  4. CONTRACTOR SHALL COORDINATE WITH UTILITIES FOR THE PROTECTION OF EXISTING UTILITY POLES. (SEE SPECIFICATIONS.)
  5. CONTRACTOR SHALL COORDINATE WITH BUTLER COUNTY REGARDING THE CLOSURE, MAINTENANCE, AND RESTORATION OF COUNTY ROADS. (SEE SPECIFICATIONS.)



STA. 22+00 23+50 24+00 24+50 25+00 25+50 26+00 26+50 27+00 27+50 STA.

EXISTING GRADE  
 PROPOSED GRADE

PROPOSED 8" P.V.C. WATER MAIN, DR 15

EXISTING GRADE  
 PROPOSED GRADE

PLAN AND PROFILE

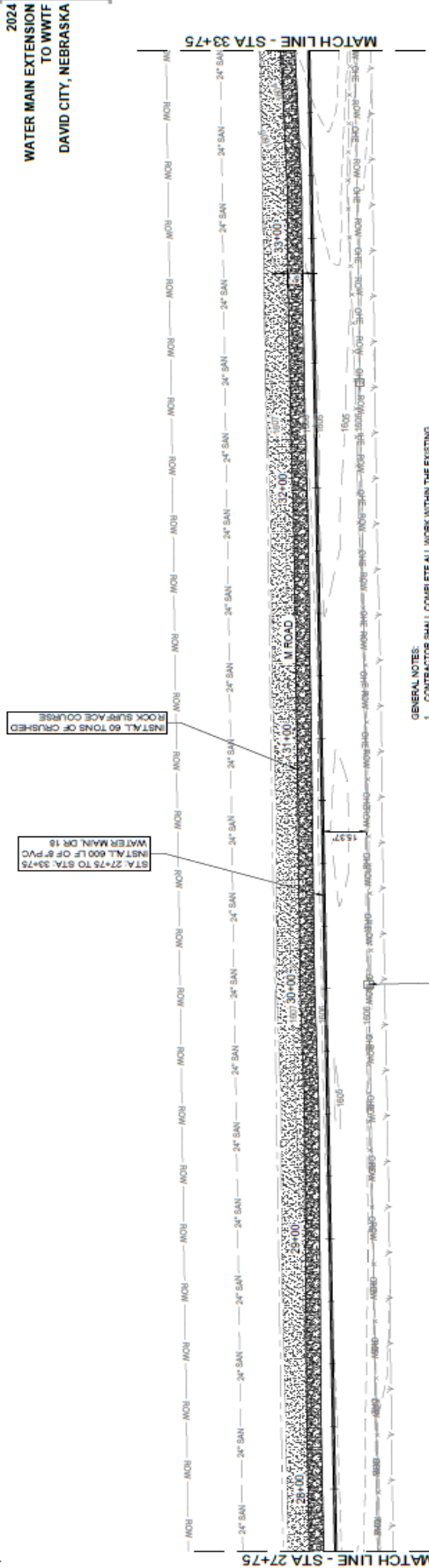
PP1.3

JFC CONSULTING GROUP  
 1000 N. 10th St., Suite 200, Lincoln, NE 68502  
 402.466.1111

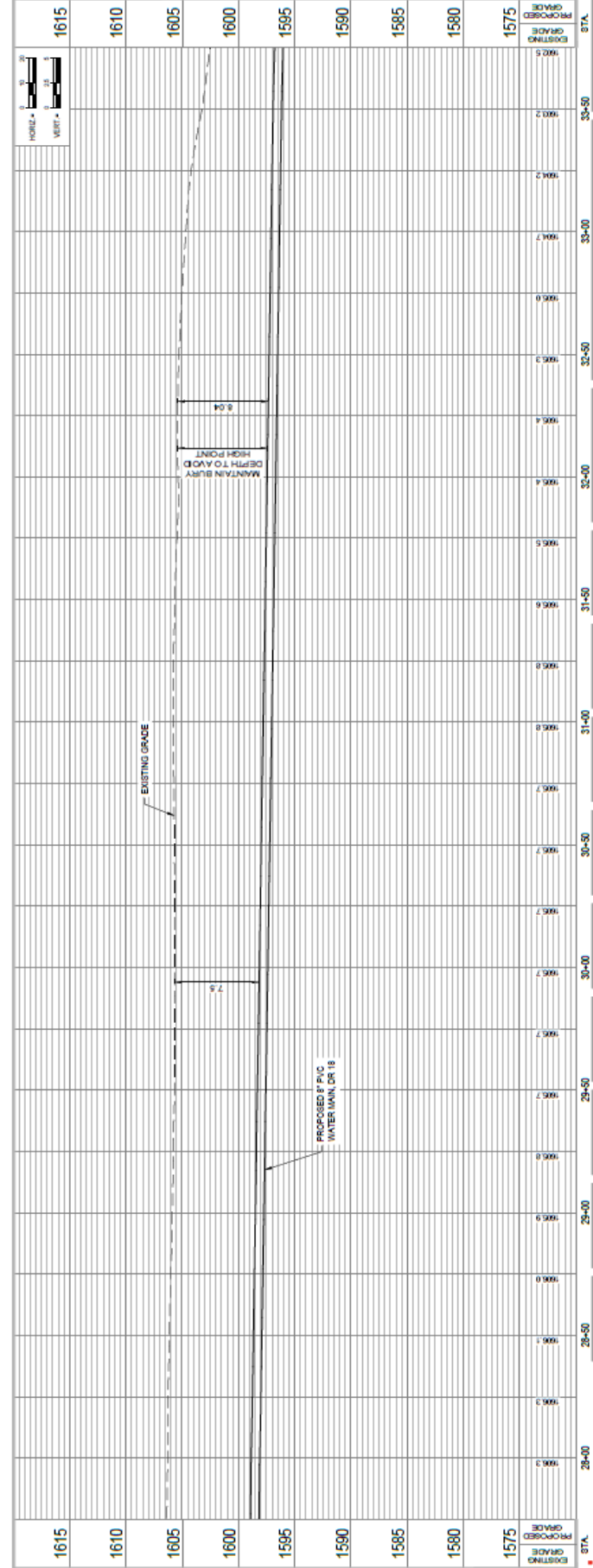
DATE: 9/18/2024  
 DRAWN BY: JFC  
 CHECKED BY: JFC  
 PROJECT NO.: 20231510  
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2024  
 WATER MAIN EXTENSION  
 TO WWT  
 DAVID CITY, NEBRASKA

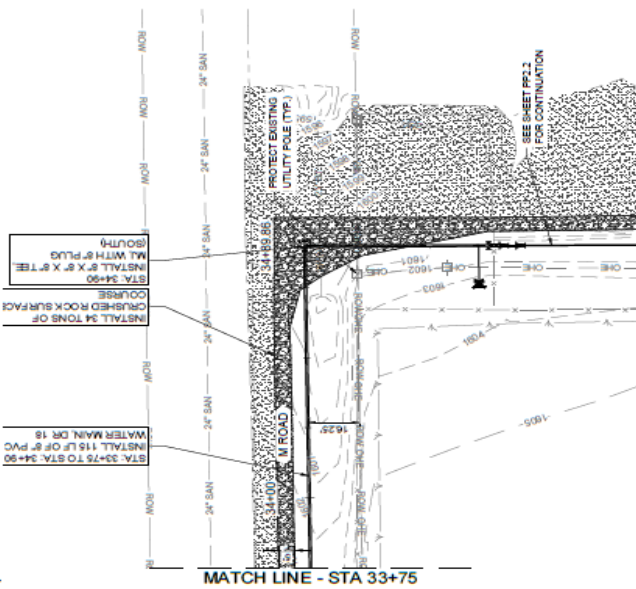


- GENERAL NOTES:**
- CONTRACTOR SHALL COMPLETE ALL WORK WITHIN THE EXISTING RIGHT-OF-WAY. (SEE SPECIFICATIONS).
  - CONTRACTOR SHALL INSTALL THE PROPOSED WATER MAIN AT THE ELEVATION SHOWN IN THE PROFILE TO AVOID LOCAL HIGH SPOTS. (SEE SPECIFICATIONS).
  - CONTRACTOR SHALL RESEED ALL DISTURBED VEGETATED AREAS. (SEE SPECIFICATIONS).
  - CONTRACTOR SHALL COORDINATE WITH UTILITIES FOR THE PROTECTION OF EXISTING UTILITY POLES. (SEE SPECIFICATIONS).
  - CONTRACTOR SHALL COORDINATE WITH BUTLER COUNTY REGARDING ANY NECESSARY PERMITS, ADVANCE, AND RESTORATION OF COUNTY ROADS. (SEE SPECIFICATIONS).

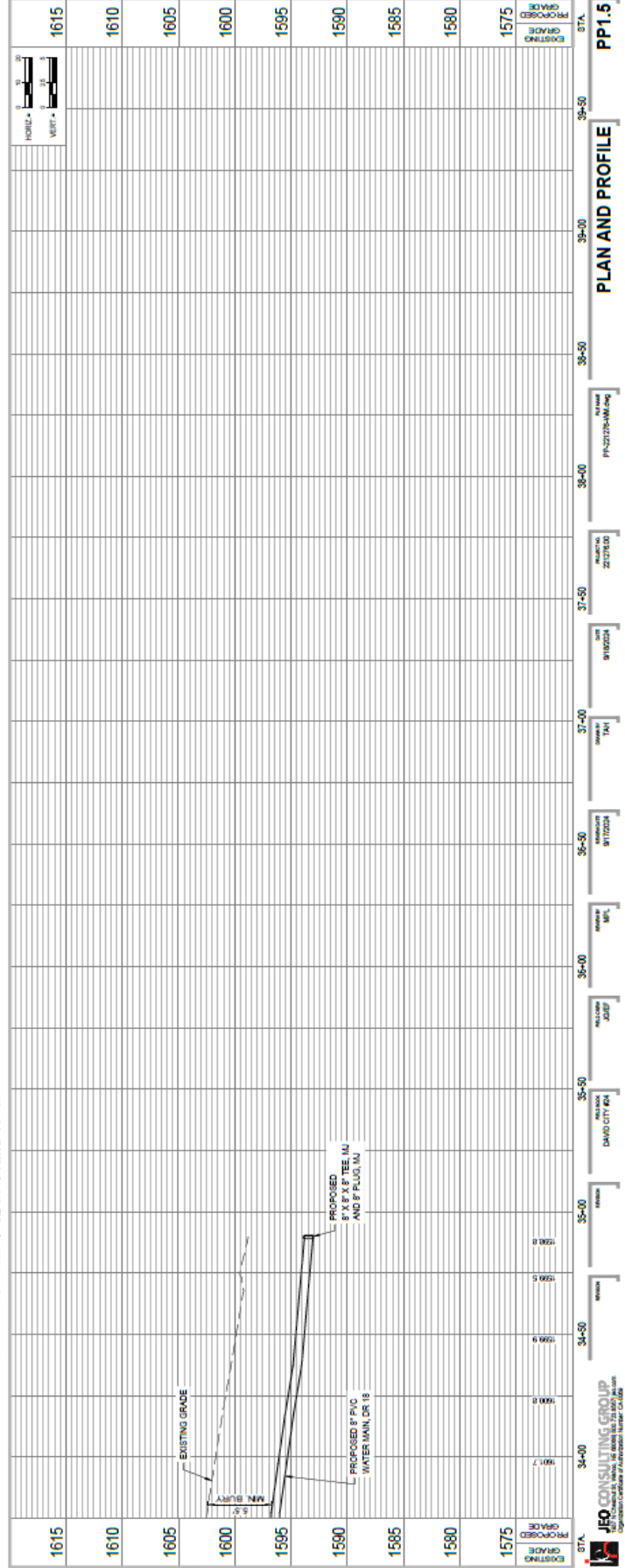


2024  
**WATER MAIN EXTENSION  
 TO WWTF  
 DAVID CITY, NEBRASKA**

DocuSign Envelope ID: 3E7B83DE-48D-4AB1-8BD1-C614D48C2F5



- GENERAL NOTES:**
1. CONTRACTOR SHALL COMPLETE ALL WORK WITHIN THE EXISTING RIGHT-OF-WAY. SEE SPECIFICATIONS.
  2. CONTRACTOR SHALL PROTECT EXISTING WATER MAIN AT THE ELEVATION SHOWN IN THE PROFILE TO AVOID LOCAL HIGH SPOTS. MINIMUM WATER MAIN BURY DEPTH IS 5.5 FEET.
  3. CONTRACTOR SHALL RESEED ALL DISTURBED VEGETATED AREAS. SEE SPECIFICATIONS.
  4. CONTRACTOR SHALL COORDINATE WITH UTILITIES FOR THE PROTECTION OF EXISTING UTILITY POLES. SEE SPECIFICATIONS.
  5. CONTRACTOR SHALL COORDINATE WITH BUTLER COUNTY REGARDING THE CLOSURE, MAINTENANCE, AND RESTORATION OF COUNTY ROADS. SEE SPECIFICATIONS.



**JFO CONSULTING GROUP**  
 1000 S. 10th St., Suite 100, David City, NE 68834  
 402.466.2222

PROJECT NO. 21275100  
 SHEET NO. PP1.5  
 DATE 9/19/2024  
 DRAWN BY TSH  
 CHECKED BY JST  
 APPROVED BY JST  
 DESIGNER JST  
 PROJECT LOCATION: DAVID CITY, NEB  
 PROJECT NAME: WATER MAIN, DR 18











Council member Keith Marvin made a motion to approve the agreement with JEO Consulting for Stormwater GIS Data Collection. Council Member Kevin Woita seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of date signed by Owner ("Effective Date") between the City of David City, Nebraska ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

David City Stormwater GIS Data Collection ("Project").

JEO Project Number: 241793.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - Compensation**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is:

Stormwater Solution Implementation	\$8,750	Lump Sum
Field Data Collection	\$46,750*	Estimated Fee (550 Structures, \$85 per Unit)
Progress Meetings and Support	\$3,400	Lump Sum
<u>Final Deliverables</u>	<u>\$7,050</u>	<u>Lump Sum</u>
<b>Total Estimated Fee:</b>	<b>\$65,950</b>	

\*Engineers' estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions

**5.02 Total Agreement**

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of David City, Nebraska

Engineer: JEO Consulting Group, Inc.

---

By:

---

By: Michael Frates

Title:

Title: Senior GIS Analyst

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

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

Address for giving notices:

Address for giving notices:

City of David City

JEO Consulting Group, Inc.

490 E St

1937 N Chestnut St

David City, NE 68632

Wahoo, NE 68066



**SCOPE OF SERVICES:  
Exhibit A**

**PROJECT UNDERSTANDING:**

Assist the Owner with the implementation of a comprehensive stormwater survey to support the Stormwater Master Plan.

**PROJECT APPROACH:**

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

**SCOPE OF SERVICES**

**1. KICKOFF**

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

**2. ARCGIS ONLINE IMPLEMENTATION**

- 2.1 Leveraging the existing cloud-based GIS organization (ArcGIS Online) for Owner, set up the following accounts and permissions to allow both Engineer and Owner access to the organization. The accounts are valid for one year from the date of purchase by the Owner. Owner is responsible for all initial license fees and renewing accounts after year one. October 2024 prices are shown below:
  - 2.1.1.1 One Mobile Worker license at \$400/year (\$400/user)
  - 2.1.1.2 One Viewer license at \$125/year (\$125/user)
- 2.2 GIS data and feature layer schema
  - 2.2.1 Deploy Stormwater Data Management for ArcGIS Online solution into Owner ArcGIS Online organization to host all storm sewer system maps and layers.
- 2.3 Organizational Share
  - 2.3.1 Create organizational share between Engineer and Owner ArcGIS Online Organization, allowing Engineer to access and edit Owner maps and data.

**3. FIELD DATA COLLECTION AND MAPPING**

- 3.1 Data collection approach
  - 3.1.1 Engineer Survey staff will use Survey-grade GPS/GNSS equipment accurate to within about an inch horizontally and vertically to survey all storm sewer system features that are visible or exposed at the time of field survey. Engineer Survey staff will not excavate or dig to find buried manholes, pipes, diversion structures, or any other subsurface features.



- 3.1.2 Engineer Survey staff plans to systematically walk down each street to collect storm sewer system features owned or maintained by the Owner.
- 3.1.3 If necessary, Owner staff shall coordinate access to all utilities not located within public right of way or located on private land.
- 3.1.4 Owner shall have a representative(s) available during the survey data collection process to show Engineer Survey staff the locations of all known utility features that are buried or not located within a paved road. This may require Owner to flag or expose features prior to Engineer Survey staff mobilization.
- 3.1.5 Engineer Survey crews will utilize Nebraska State Plane (US Survey Feet) horizontal coordinate system, and NAVD 1988 elevations (US Survey Feet) utilizing Geoid 18 for all survey data collection.
- 3.1.6 Owner to review storm sewer system web maps utilizing ArcGIS Online markup tools and provide comments to Engineer. Engineer to revise storm sewer system maps within 30 days of completion of Owner review.
- 3.2 Storm Sewer System
  - 3.2.1 There are 550 estimated stormwater structures for the Owner's conveyance system. Engineer Survey and GIS staff will locate all structures utilizing survey-grade GNSS/GPS equipment on a per-structure unit-cost basis. If more than 550 structures are found, Engineer will not proceed without prior authorization from the Owner.
  - 3.2.2 Engineer Survey and GIS staff will collect the following information for each stormwater structure listed below:
    - 3.2.2.1 Manhole, Junction Box, Diversion Structure: Rim Elevation, Manhole Type, Manhole Material Type, Structure Type, Structure Size, Structure Material Type, Flowline Elevation, Pipe Diameter(s), Pipe Material Type(s), Pipe Location(s), Pipe Direction(s), Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes
    - 3.2.2.2 Catch Basin (Inlet): Manhole Rim Elevation, Catch Basin Type, Inlet Size, Structure Size, Structure Material Type, Flowline Elevation, Pipe Diameter(s), Pipe Material Type(s), Pipe Location(s), Pipe Direction(s), Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes
    - 3.2.2.3 Pipe Inlet, Outlet, and Culvert: Type, Structure Size, Structure Material Type, Pipe Size, Pipe Material Type, Upstream Flowline Elevation, Downstream Flowline Elevation, Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes
    - 3.2.2.4 Cleanout: Rim Elevation, Cleanout Type, Material Type, Size, Structure Material Type, Flowline Elevation, Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes
    - 3.2.2.5 Open Channel: Type, Width, Upstream Flowline Elevation, Downstream Flowline Elevation, Spatial Source, Spatial Confidence, Owned By, Verification Status, Notes
  - 3.2.3 Engineer Survey and GIS staff will utilize a "connect-the-dot" approach to draft all known storm sewer pipes. This will be completed using the structures collected during field survey, together with all available storm sewer maps, plans, design drawings, or CADD files made available by the Owner.
  - 3.2.4 Engineer Survey and GIS staff will draft the storm sewer mains in a manner that indicates the direction of flow based on upstream to downstream connectivity logic and proofing via invert elevations.

- 3.2.5 All known feature attributes such as material, diameter, shape, or year constructed, made available by the Owner, will be entered into the ArcGIS Online cloud-based solution for all storm sewer structures.

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

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

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

- 5.1 Stormwater Data Management Solution for ArcGIS Online
  - 5.1.1 Fully reviewed, corrected, vetted, and operational stormwater data management solution with GIS user accounts, web services, maps, apps, and data (outlined in task 2).
  - 5.1.2 ArcGIS Online applications include:
    - 5.1.2.1.1 ArcGIS Field Maps App for field data collection of stormwater system features
    - 5.1.2.1.2 ArcGIS Instant App for office review and editing of stormwater GIS data
- 5.2 Hard-copy Maps
  - 5.2.1 Up to 4 non-laminated 11x17-inch map books for storm sewer systems
  - 5.2.2 Up to 4 non-laminated 34x44-inch storm sewer wall maps

**FEE SUMMARY**

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

<i><b>Task</b></i>	<i><b>Fee</b></i>
2. ARCGIS ONLINE IMPLEMENTATION	\$ 8,750 (Lump Sum)
3. FIELD DATA COLLECTION AND MAPPING	\$ 85 Per Structure (Unit Cost)
Estimate: 550 Total Structures	\$ 46,750 (Estimated Cost)
4. PROGRESS MEETINGS, TRAINING & SUPPORT	\$ 3,400 (Lump Sum)
5. QA/QC, DELIVERABLES, AND HARD COPY MAPS	\$ 7,050 (Lump Sum)

**Total Project Fee: \$ 65,950 (Estimated Fee)**

**PROJECT SCHEDULE**

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

**OWNER RESPONSIBILITIES**

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

**EXCLUSIONS**

- 1.1 Additional on-site GIS training over 20 hours.
- 1.2 ArcGIS Pro desktop software.
- 1.3 Training/Help manuals and videos (either hardcopy or digital).
- 1.4 All hardware and software required to collect and edit data in the field by the Owner is the responsibility of the Owner. A list of recommended hardware and approximate fees can be found in item 6 above.



Exhibit B

JEO Consulting Group, Inc.  
GENERAL CONDITIONS

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and



Exhibit B

JEO Consulting Group, Inc.  
GENERAL CONDITIONS

consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors,

administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**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 JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.





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October 23, 2024

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Council member Bruce Meysenburg made a motion to approve Change Order #1 for BRB Contractors, Inc. in the amount of \$39,532.11 for the Wastewater Treatment Plant project. Council Member Keith Marvin seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

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**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

October 17, 2024

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

CITY OF DAVID CITY, NEBRASKA  
WASTEWATER TREATMENT PLANT IMPROVEMENT  
CHANGE ORDER NO. 1

Enclosed is a copy of Change Order No. 1 for the contract between the City of David City and BRB Contractors, Inc. Change Order No. 1 incorporates in the construction contract five modifications that have occurred during the first several months of construction of the project.

The first four modifications arose during the early phases of the project. The aggregate change from these four items was a reduction in the contract. Rather than processing a reduction in the contract change order these four items were held. Item number five is the most recent modification. This modification results in a net increase in the contract price. Because there is a net increase in the contract price it appeared appropriate to process a single change order that would address all five modifications.

The writer would note BRB Contractors, Inc. has submitted two additional change order requests. There is no agreement on those Change Order requests at this time. It is likely there will be a subsequent Change Order to address those two issues once there is agreement on the basis on any compensation.

A description of the five items in the Change Order is as follows:

1. Delete requirement for sheeting. The contract documents required BRB Contractors, Inc. to install sheeting between the existing SBR tanks and the new SBR tanks. BRB Contractors, Inc. noted that due to the proximity of the two tanks installing sheeting would be challenging. BRB Contractors, Inc. proposed deleting the sheeting in return for the City making a minor adjustment in the operating level of the SBR tanks. With the

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relatively low flows due to the dry conditions the City could incorporate the minor level change with no impact on plant operations. This modification results in a lump sum credit of \$43,033.55.

2. Delete water pressure tank and booster system. The design of the project included a new pressure tank and booster system for the plant water system that utilizes the existing well at the treatment plant. During construction of the project the City decided to move forward with extending a City water main to the wastewater treatment plant. With the extension of City water the pressure tank and booster system on the existing water system can be deleted. This item results in a credit of \$18,008.96.
3. Relocate electric line. During the initial excavation for the new pump station and headworks the contractor encountered the active electric service line extending to the existing headworks building. The location of the electric line was unknown in advance of construction. All available plan information indicated the active electric line would not have been in conflict. The existing headworks building has been in service for several decades. The location of the electric line had never been critical as there were no facilities on the west side of the existing facility that would have required a prior location of the electric line. More than likely the location of the electric line on available plan drawings had been erroneous since the original construction of the headworks building. This change order compensates the contractor for the cost to relocate the electric line to the existing headworks building away from the area of construction of the new pump station and headworks building. Because the existing headworks building must remain in service until completion of the new facility the only options were to relocate the electric service or relocate the new headworks and pump station. The cost to relocate the electric line was significantly less than any alternative to relocate the new facilities. This item compensates the contractor the sum of \$23,791.50 for the relocation of the electric line.
4. Bucket for excess chain during construction of the project the City requested the contractor to provide a price proposal for a bucket to hold the excess chain on the trolley hoist. This item compensates the contractor the lump sum of \$3,877.55 in response to the request initiated by the City.
5. Identify and relocate piping at new pump station during the excavation for the new pump station the contractor determined the buried piping located north of the existing headworks building significantly differs from the available information. The design was based on plan drawings from prior projects. It was determined during construction the piping was not located as shown on those plan drawings. Some of the pipes that were believed to be active were inactive. Other pipes that were believed to be inactive were active. Some of the pipes that were known to be active were not located as shown on the plan drawings.

Tami Comte

October 17, 2024

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Because the piping was all buried piping it was not possible to confirm the location in advance of construction.

When the piping issue was identified it was determined the only two options were to modify the existing piping to allow for construction of the new pump station at its design location or to move the pump station and headworks. An analysis similar to that undertaken for the conflicting electrical line quickly determined relocating the new pump station and headworks would be more costly rerouting the piping around the new facility.

Since construction of the original headworks building there have been at least three modifications to the piping including the construction of the second force main leading from the headworks building to the SBR tanks, installation or modification of the piping when the lagoon facility east of the headworks building was originally constructed and more modifications when the piping for the anaerobic lagoon was installed. Some of the piping that did not match plan drawings was not impacted by the anaerobic lagoon project. The piping that was shown on those plans probably was not correct, but some of the piping errors would not have been discovered. It appears a portion of the incorrect piping may have been associated with a piping connection for the anaerobic lagoon project. The City was not able to locate any as constructed plan drawings that would show the construction of the piping associated with the anaerobic lagoon project. Although the piping associated with the anaerobic lagoon project may not have been exactly as depicted on the plan drawings, those piping variations had limited impact on the overall scope of work necessary for BRB Contractors, Inc. to determine the exact piping configuration and to complete the modifications.

Change Oder No. 1 compensates the contractor the lump sum \$72,975.57. The lump sum compensation is based on the time and materials expended by BRB Contractors, Inc. to investigate and determine the exact piping configuration and to modify the piping as necessary to allow for construction of the new pump station and headworks building.

In aggregate the five changes result in an increase in the contract price of \$39,532.11. Veenstra & Kimm, Inc. has reviewed the Change Order and would recommend its approval.

The SRF Loan financing for the Wastewater Treatment Plant project and the South Area Rehabilitation project includes a \$500,000 contingency allowance. This Change Order is the first use of any of the contingency. It appears the final cost for the South Area Rehabilitation project will be slightly less than the original contract price. Following approval of this Change Order it is estimated slightly more than \$475,000 of the original project contingency remains.

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

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read "H. R. Veenstra Jr.", with a long, sweeping flourish extending downwards and to the right.

H. R. Veenstra Jr.

HRVJr:crt  
6478  
Enclosure





**VEENSTRA & KIMM INC.**  
 3000 Westown Parkway  
 West Des Moines, Iowa 50266  
 515.225.8000 // 800.241.8000  
 www.v-k.net

October 7, 2024

**CHANGE ORDER NO. 1**

**DAVID CITY, NEBRASKA  
 WASTEWATER TREATMENT PLANT IMPROVEMENT**

This change order is to incorporate in the project for modifications to the project the change order deletes the requirement for sheeting adjacent to the existing SBR tank wall and deletes the pressure tank and booster system on the plant water system. The change order provides compensation for relocating the electric line in conflict with the new pump station and adding a bucket to hold the excess chain on the trolley hoist. The change order provides compensation for identifying piping variations north of the pump station and modifications of the piping to avoid conflicts.

Change Order No. 1 makes the following modifications to the contract:

- |   |              |
|---|--------------|
| 1. Delete the requirement for install sheeting between the new SBR tank wall and existing SBR tank wall for the lump sum credit of \$43,033.55                          | -\$43,033.55 |
| 2. Eliminate the requirement for pressure tank and booster system on the existing plant water system for the lump sum credit of \$18,008.96                             | -\$18,008.96 |
| 3. Compensation for relocating the existing electric line to the headworks building that is in conflict with the new pump station for the lump sum price of \$23,791.50 | +\$23,791.50 |
| 4. Add to the project providing a bucket to hold the excess chain on the trolley hoist for the lump sum of \$3,807.55   | +\$3,807.55  |
| 5. Investigation and rerouting of pipe conflicts in the vicinity of the new pump station and headworks for the lump sum of \$72,975.57.                                 | +\$72,975.57 |

**Total   +\$39,532.11**

Change Order No. 1 increases the contract price by \$39,532.11

**BRB CONTRACTORS INC.**

**CITY DAVID CITY, NEBRASKA**

By 

By \_\_\_\_\_

Title PROJECT MANAGER

Title \_\_\_\_\_

Date 10/15/2024

Date \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By 

By \_\_\_\_\_

Title Project Engineer

Title \_\_\_\_\_

Date October 16, 2024

Date \_\_\_\_\_

Council member Bruce Meysenburg introduced Ordinance No. 1498 updating the Electric Rate Ordinance to add Net Metering. Mayor Miller read Ordinance No. 1498 by Title.

Council member Keith Marvin made a motion to suspend the statutory rule requiring that an Ordinance be read on three separate days. Council Member Jim Angell seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

Council member Keith Marvin made a motion to pass and adopt Ordinance No. 1498 on 3rd and Final reading updating the Electric Rate Ordinance to add Net Metering. Council Member Bruce Meysenburg seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

**ORDINANCE NO. 1498**

AN ORDINANCE RELATING TO ELECTRIC SERVICE RATES AND MINIMUM CHARGES, TO PROVIDE NEW SCHEDULES OF ELECTRIC RATES, TO REPEAL ALL PARTS OF THE CODE, RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE WHEN THE ORDINANCE SHALL TAKE EFFECT; AND TO PROVIDE FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA:

**Section 1. New Schedules.** Relating to electric service and minimum charges, to provide a schedule of electric rates, minimum charges, and customer service charges; to distinguish residential rates, commercial rates, industrial rates, off-peak industrial rates, and irrigation rates; to set availability rating; to provide and establish the following tariff of rates to consumers of electric service from the electric distribution system of the City of David City, Nebraska.

**A. Residential Service**

Availability. To any residential customer in the established service area of David City.

Applicability. To single family residences and individually metered apartments for all domestic purposes when all service is supplied through a single meter. It is not applicable to residences where a commercial enterprise is conducted.

Character of Service. AC 60 Hertz, single phase 120 volt, 2 wire or 120/240 volts, 3 wire.

Rate. Subject to application of Production Cost Adjustment (PCA).

**Rate Effective October 19, 2019**

**Customer Service Charge - \$18.00 per month (or partial month)**

<u>Summer</u>	<u>Winter</u>	
\$0.1125	\$0.1100	First 500 kWh, per kWh
\$0.1000	\$0.0900	Next 500 kWh, per kWh

<b>\$0.0950</b>	<b>\$0.0790</b>	<b>Excess, per kWh</b>
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Minimum Bill. The minimum bill shall be the sum of the Customer Charge.

**B. Residential Summer Controls**

Applicability. To residential consumers who have allowed the Utility Department to install, and operate, such devices as would be required to cycle central air conditioning units during periods of peak electrical demand and imposed upon the electrical system. Window air conditioning units, on a separate electric circuit, can be included in this rate.

Rate. Subject to application of Production Cost Adjustment (PCA).

**Rate Effective October 19, 2019**

**Customer Service Charge - \$18.00 per month (or partial month)**

<u>Summer</u>	<u>Winter</u>	
<b>\$0.1125</b>	<b>\$0.1100</b>	<b>First 500 kWh, per kWh</b>
<b>\$0.0925</b>	<b>\$0.0900</b>	<b>Next 500 kWh, per kWh</b>
<b>\$0.0875</b>	<b>\$0.0790</b>	<b>Excess, per kWh</b>

Minimum Bill. The minimum bill shall be the sum of the Customer Charge.

**C. Street Light / Alley Light Rentals**

Availability. To customers in the established service area of David City.

Applicability. To any residential or commercial customer who has an alley light or a *requested* street light that is not individually metered. It is not applicable to residences or businesses where the City has installed a street light for the City's convenience.

Rate. Subject to application of Production Cost Adjustment (PCA).

**Rate Effective October 19, 2019**

**Customer Service Charge - \$6.64 per fixture per month (or partial month)**

**Some customers will share the cost of one fixture.**

**D. Commercial Service**

Availability. To any non-residential customer in the established service area of David City.

Applicability. To any non-residential customer for lighting, heating and power purposes where the customer's billing demand does not exceed 35 kW or 10,000 kWh for three (3) consecutive months.

Character of Service. AC 60 Hertz, single phase or three phase at any of the City's standard voltages.

Rate. Subject to application of Production Cost Adjustment (PCA).

**Single Phase Rate Effective October 19, 2019**

**Customer Service Charge - \$28.00 per month (or partial month)**

<u>Summer</u>	<u>Winter</u>	
\$0.1200	\$0.1175	First 1,000 kWh, per kWh
\$0.0950	\$0.0925	Next 1,000 kWh, per kWh
\$0.0925	\$0.0800	Excess, per kWh

**Three Phase Rate Effective October 19, 2019**

**Customer Service Charge - \$37.00 per month (or partial month)**

<u>Summer</u>	<u>Winter</u>	
\$0.1200	\$0.1175	First 1,000 kWh, per kWh
\$0.0950	\$0.0925	Next 1,000 kWh, per kWh
\$0.0925	\$0.0800	Excess, per kWh

Minimum Bill. The minimum bill shall be the sum of the Customer Charge or \$2.20 per month per horsepower for the first 10 horsepower and \$1.26 per horsepower of connected load thereafter, whichever is the highest.

Power Factor Adjustment. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% leading or lagging at all times. If it is determined by test or metering that the power factor at the time of the customer's peak load is less than 90%, the Utility Department, at its option, may correct the power factor of the customer's load at the expense of the customer.

**E. Industrial Service**

Availability. To any non-residential customer in the established service area of David City.

Applicability. To any customer whose monthly consumption equals or exceeds 10,000 kWh or whose monthly peak demand equals or exceeds 35 kW for three (3) consecutive months.

Character of Service. AC 60 Hertz, single phase or three phase at any of the City's standard voltages.

Rate. Subject to application of Production Cost Adjustment (PCA).

**Rate Effective October 19, 2019**

**Customer Service Charge - \$75.00 per month (or partial month)**

**Demand Charge**

<b>Summer</b>	<b>\$24.00 per kW of maximum billing demand</b>
<b>Winter</b>	<b>\$18.00 per kW of maximum billing demand</b>

**Energy Charge**

<b>Summer</b>	<b>\$0.0520 per kWh used</b>
<b>Winter</b>	<b>\$0.0485 per kWh used</b>



Minimum Bill. The minimum bill shall be the Customer Charge or the billing Demand Charge, whichever is greater.

Determination of Billing Demand. The maximum demand for any billing period shall be the larger of (1) the highest integrated kilowatt load registered on the meter during any 30 minute period occurring in the billing period or (2) 54% of the highest kilowatt average demand registered on the meter during the preceding months of May 20<sup>th</sup> thru September 19<sup>th</sup>.

Power Factor Adjustment. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% leading or lagging at all times. If it is determined by test or metering that the power factor at the time of the customer's peak load is less than 90%, the Utility Department will adjust the monthly billing demand by the ratio of 0.90 divided by the power factor (expressed as a decimal) at the time of the customer's maximum hourly usage.

Fluctuating Loads. Customers operating equipment having a highly fluctuating or large instantaneous demand, such as welders and x-ray machines, shall be required to isolate these loads from the balance of the electric system if they unduly interfere with service on the lines. The customer shall be required to pay all non-betterment costs for corrective equipment to eliminate the interference.

**F. Off-Peak Industrial Service**

Availability. To any non-residential customer in the established service area of David City.

Applicability. To any customer whose monthly consumption equals or exceeds 10,000 kWh or whose monthly peak demand equals or exceeds 35 kW for three (3) consecutive months and whose peak demand during the winter season exceeds the peak demand experienced during the preceding summer season.

Character of Service. AC 60 Hertz, single phase or three phase at any of the City's standard voltages.

Rate. Subject to application of Production Cost Adjustment (PCA).

**Rate Effective October 19, 2019**

**Customer Service Charge - \$75.00 per month (or partial month)**

**Demand Charge**

<b>Summer</b>	<b>\$23.00 per kW of maximum billing demand</b>
<b>Winter</b>	<b>\$13.00 per kW of maximum billing demand</b>

**Energy Charge**

<b>Summer</b>	<b>\$0.0520 per kWh used</b>
<b>Winter</b>	<b>\$0.0485 per kWh used</b>

Minimum Bill. The minimum bill shall be the Customer Charge or the billing Demand Charge, whichever is greater.

Determination of Billing Demand. The maximum demand for any billing period shall be the larger of (1) the highest integrated kilowatt load registered on the meter during any 30-

minute period occurring in the billing period or (2) 54% of the highest kilowatt average demand registered on the meter during the preceding months of June, July, August or September.

Power Factor Adjustment. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% leading or lagging at all times. If it is determined by test or metering that the power factor at the time of the customer's peak load is less than 90%, the Utility Department will adjust the monthly billing demand by the ratio of 0.90 divided by the power factor (expressed as a decimal) at the time of the customer's maximum hourly usage.

Fluctuating Loads. Customers operating equipment having a highly fluctuating or large instantaneous demand, such as welders and x-ray machines, shall be required to isolate these loads from the balance of the electric system if they unduly interfere with service on the lines. The customer shall be required to pay all non-betterment costs for corrective equipment to eliminate the interference.

**G. CUSTOMER OWNED GENERATION EXCESS POWER RATE**

- A) Availability - To a customer signing an Interconnection Agreement with the Electric Department and who owns and operates cogeneration and small power production facilities with production capacity of 100 kW and less that qualify under the guidelines for implementing PURPA Sections 201 and 210 and as outlined in the Electric Department's Policy and Guideline for Customer Owned Generation.
- B) Character of Service – Unless otherwise provided by in the interconnection agreement, the character of purchased power will be single or three phase alternating electric current of 60 hertz. Voltage shall be determined by the voltage of the Electric Department's distribution system in the vicinity unless otherwise agreed.
- C) Purchase Of Output From Qualifying Facilities – Owners of qualifying Facilities will be allowed the option to either (1) sell the entire electrical output to their Qualifying Facilities to the Electric Department, or (2) use the electrical output of their Qualifying Facilities to instantaneously supply all or a portion of their own load and sell the instantaneous surplus to the Electric Department.
- D) Purchase Price – Energy from qualifying facilities will be paid for on the following basis:
  - (1) For Qualifying Facilities of 100 kW and less without time-of-day metering, payment on a monthly basis of an amount of \$0.0295 per kilowatt hour for the summer season and \$0.0216 per kilowatt hour for the winter season for all power and/or energy delivered to the Electric Department.
  - (2) The purchase price shall be adjusted up or down to reflect the savings or costs resulting from variations in losses compared to if the Electric Department had generated or purchased elsewhere an equivalent amount of energy. Such an adjustment factor shall be identified in the Interconnection Agreement.

E) Accounting Charge – The owner of the Qualifying Facility will pay to the Electric Department the following monthly charges for additional energy accounting expenses incurred by the Electric Department:

(1) kWh Meter	\$4.00 per meter
(2) Interval Meter	\$20.00 per meter

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## H. Irrigation Service

Availability. To irrigation customers in the established service area of David City.

Applicability. **Off-Peak:** During the irrigation season, the Utility may interrupt pump service during peak hours. Peak hours shall be those hours designated as “on-peak” by Nebraska Public Power District and are typically between 8:00 a.m. and 10:00 p.m. Central Daylight Savings Time, Monday through Saturday, excluding holidays and up to four (4) hours on Sunday. The City, at their sole discretion, may change the period of interruptible hours.

Rate.

**Rate Effective October 19, 2019: On-Peak Irrigation (Firm)**

**\$58.00 per HP connected per year. Energy consumed shall be billed at the rate of \$0.0800 per kWh per month, payable as used.**

**Rate Effective October 19, 2019: Off-Peak Irrigation (Non-Firm)**

**\$25.00 per HP connected per year. Energy consumed shall be billed at the rate of \$0.0600 per kWh per month, payable as used.**

Minimum Bill. The minimum bill shall be the Horsepower Charge.

Determination of Connected Load. The connected load in horsepower shall be taken from the name plates of the motors or from an actual measurement of horsepower input to the motor, or motors, operating under maximum load conditions. The City reserves the right at any time to check the customer’s load for recalculation of the connected load.

Terms of Payment. The total Horsepower Charge shall be billed on approximately April 25<sup>th</sup> of each year and total amount payable upon receipt. It shall become due the first day of May each year and become delinquent at 5:00 p.m. on the 10<sup>th</sup> day of May. A 10% penalty is imposed on all delinquent bills.

Bills for the kWh usage are mailed on approximately the 25<sup>th</sup> day of each month and are payable upon receipt. They become due the 1<sup>st</sup> day of each month and become delinquent at 5:00 p.m. on the 10<sup>th</sup> day of each month. A 10% penalty is imposed on all delinquent bills.

Power Factor Adjustment. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% whether leading or lagging at all times. Power factor adjustments will be made in the horsepower billing, when the power factor, as determined by test, at the time of the maximum use is less than

90%. The measured maximum horsepower will be multiplied by 90% and divided by the customer's power factor expressed in percent.

Fluctuating Loads. Customers operating equipment having a highly fluctuating or large instantaneous demand, such as welders and x-ray machines, will be charged \$1.78 per month per KVA of such nameplate rating of such equipment or other equipment for energy used, and such charges will be in addition to the bill determined by the kilowatt-hours recorded by the meter and billed at scheduled rates. It will be added to the minimum bill for services in the event the energy for other services does not equal the amount of a minimum bill for such other services.

## I. High Tension Rate

Availability. Available for commercial and industrial services with contracted monthly peak demand greater than 5,000 kW at a voltage of 34,500 volts or greater where the customer has executed a contract for service under this rate schedule.

Character of Service. Three-phase, 60 cycles, at available subtransmission voltages of 34,500 volts or greater.

### Rate Effective February 1, 2023

Customer Service Charge:  
\$1,000 per month (or partial month)

Demand Charge:  
NPPD and Butler PPD Actual Cost \* 110% (1)

Energy Charge:  
NPPD Actual Cost \* 110% (2)

Facilities Charge:  
As set forth in contract for service.

Minimum Bill:  
As set forth in contract for service.

(1) Actual NPPD and Butler PPD costs include customer, demand, demand ratchets, transmission, sub-transmission and ancillary service charges incurred by the City to serve customer, without markup, based on General Firm Power Service rate (NPPD) or sub-transmission rate schedule (Butler PPD). City will provide a copy of NPPD invoice or other documentation evidencing NPPD and Butler PPD customer, demand, transmission, and ancillary service charges passed through to customer for verification purposes.

(2) Actual NPPD energy charges (including fuel and production cost adjustments) incurred by the City to serve customer, without markup, based on General Firm Power Service rate. City will provide a copy of NPPD invoice or other documentation evidencing NPPD energy charges passed through to customer for verification purposes.

Power Factor Adjustment. Power factor adjustments will be made on pass-through basis from NPPD. The customer's billing demand is subject to adjustment if the power factor at the time of the customer's maximum use is less than 90%.

Section 2. Seasonal Billing Periods. The *summer* period is for the meter readings obtained during the four-month period of May 19<sup>th</sup> through September 19<sup>th</sup>. The *winter* period is for the meter readings obtained during the eight-month period of September 19<sup>th</sup> through May 19<sup>th</sup>.

*Section 3. Terms of Payment. Utility bills are mailed on approximately the 25<sup>th</sup> day of each month and are payable upon receipt. Utility bills become due the 1<sup>st</sup> day of each month and become delinquent if not received in the City Office by 5:00 p.m. on or before the 10<sup>th</sup> day of the month. If the 10<sup>th</sup> of the month falls on a weekend, customers will be given until the following regular business day. A 10% penalty is imposed on all delinquent bills.*

Section 4. Production Cost Adjustment (PCA). Whereas the rates offered to the customer by the City is based upon the current rate being paid by the City to its wholesale supplier, the City shall reserve the right, during the term of the rates, to adjust said rates to the consumer by an amount not to exceed two (2) mills per kilowatt hour greater than the adjustment to the City by its wholesale supplier.

**Section 5.** Any other ordinance or section passed and approved prior to the passage, approval, and publication or posting of this Ordinance and in conflict with its provisions, are hereby repealed.

**Section 6.** This Ordinance shall be published in pamphlet form and all rates included in this Ordinance shall be effective as of October 19, 2024.

PASSED AND ADOPTED this 23<sup>rd</sup> day of October, 2024.

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Mayor Jessica Miller

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Deputy City Clerk Lori Matchett

Council member Keith Marvin made a motion to approve the appointment of Michael Buresh as an alternate to the Board of Zoning Adjustment (10/23/24 - 3/1/26). Council Member Bruce Meysenburg seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

Council member Bruce Meysenburg made a motion to approve Amendment No. 3 to lease with Optimal Health Chiropractic, LLC. Council Member Keith Marvin seconded the



motion. The motion carried. Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

AMENDMENT NO. 3 TO LEASE

It is hereby mutually agreed this 23rd day of October, 2024, between **City of David City**, as **Landlord**, and **Optimal Health Chiropractic LLC**, as **Tenant**, that all terms, covenants, conditions, and agreements of the Lease between Landlord and Tenant, dated **October 10, 2016** (the "Lease") covering premises located at **490 E Street, David City, Nebraska 68632** which space contains **1,275** square feet, designated as Suite **#100** (the "Leased Premises") and amended on November 21, 2018 by Amendment No. 1 to lease, and assumed by Landlord on May 27, 2021 is hereby amended (the "Amendment") as follows:

1. Renewal Term. The renewal term of the Lease with respect to the Leased Premises shall be for a period of **three (3) years** and shall commence **November 1, 2024**. The lease shall now expire on **October 31, 2027**.
2. Basic Rent. Effective **November 1, 2024**, Tenant covenants and agrees to pay to Landlord, without demand and without deduction or offset, basic rent at the following rates:

<u>Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
<b>November 1, 2024 – October 31, 2025</b>	<b>\$7,913.38</b>	<b>\$659.45</b>
<b>November 1, 2025 – October 31, 2026</b>	<b>\$8,071.65</b>	<b>\$672.64</b>
<b>November 1, 2026 – October 31, 2027</b>	<b>\$8,233.08</b>	<b>\$686.09</b>

3. Leasehold Improvements. Tenant acknowledges that Landlord shall not be obligated to make any improvements to the Leased Premises nor shall Tenant be entitled to any construction, build-out or other allowance with respect thereto because of the extension of the term as provided in this Amendment.
4. Acknowledgement. Tenant hereby acknowledges that Tenant has no extension, renewal, expansion, contraction or termination rights or rights of first offer or refusal with respect to the Leased Premises or any other space in the Building or this Lease (collectively, "Modification Rights"). Any provision in the Lease that might be interpreted to establish any such Modification Rights is hereby deleted.
5. Brokerage Commission. This section is removed in its entirety.
6. Counterparts. This Amendment may be executed in any number of counterparts, all of which shall be considered one and the same Amendment, even though all parties hereto have not signed the same counterpart. Signatures on this Amendment which are transmitted by facsimile or PDF scan shall be valid for all purposes. Any party shall, however, deliver an original signature for this Amendment to the other party upon request.
7. Reaffirmation of Lease. Except as expressly amended herein, all of the terms and conditions of the Lease remain in full force and effect.

- 8. Use of Name and/or Trademark. Tenant may not use Landlord’s name or trademarks in connection with any advertisement, electronic or print publication, metatag, news release or release to any professional or trade publications without Landlord’s prior written consent which may only be given by the Governing Body of Landlord.
- 9. USA PATRIOT Act. This section is removed in its entirety.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment No. 2 to Lease as of the day and year first above written.

**CITY OF DAVID CITY**  
as Landlord

**OPTIMAL HEALTH CHIROPRACTIC LLC**  
as Tenant

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Name: Jessica J. Miller

Name: \_\_\_\_\_

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

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

Council member Keith Marvin made a motion to adjourn. Council Member Jim Angell seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 7:19 p.m. Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

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CERTIFICATION OF MINUTES

October 23, 2024

I, Lori Matchett, duly qualified and acting Deputy City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of October 23, 2024; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

\_\_\_\_\_  
Lori Matchett, Deputy City Clerk