

CITY COUNCIL PROCEEDINGS  
February 14, 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 publication of notice in The Banner Press on February 8, 2024, 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, City Attorneys David Levy and Spencer Hosch, and Interim City Administrator/City Clerk Tami Comte.

Also present for the meeting were: Deputy Clerk Lori Matchett, Electric Supervisor Pat Hoeft, Police Officer Stacia Nelson, Louise Niemann, Anna & Allen Covault, Marlene Hein, Cole Ratkovec, Ethan Joy with JEO, Gary Schmid, Jeff Willis and Mark Polacek with Boy Scout Troop 268.

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 Keith Marvin made a motion to approve the minutes of the January 24, 2024 City Council meeting 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 Kevin Woita made a motion to approve the claim of D-Sign Shop. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Abstain (With Conflict), Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 5, Nay: 0, Abstain (With Conflict): 1

Council member Kevin Woita made a motion to approve the claim to Marvin Planning Consultants. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Abstain (With Conflict), Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 5, Nay: 0, Abstain (With Conflict): 1

Council member Keith Marvin made a motion to approve the claims as presented. 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

Mayor Jessica Miller called for Committee and Officer's reports. She pointed out that most of the overtime with snow removal was taken as comp time.

Council member Bruce Meysenburg made a motion to approve committee and officer's reports as presented. 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

Council member Pat Meysenburg made a motion to approve Certificate of Payment #11 in the amount of \$420,013.21 to Velocity Constructors Inc. for the 2022 Water Treatment Plant Upgrades. Council Member Jim Angell seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

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**Contractor's Application for Payment**

<b>Owner:</b>	City of David City	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	JEO Consulting Group, Inc.	<b>Engineer's Project No.:</b>	202024.00
<b>Contractor:</b>	Velocity Constructors Inc.	<b>Contractor's Project No.:</b>	
<b>Project:</b>	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
<b>Contract:</b>	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
<b>Application No.:</b>	11	<b>Application Date:</b>	2/1/2024
<b>Application Period:</b>	From 1/1/2024	to	2/1/2024

1. Original Contract Price	\$ 10,562,772.00
2. Net change by Change Orders	\$ 139,302.51
3. Current Contract Price (Line 1 + Line 2)	\$ 10,702,074.51
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,611,926.87
5. Retainage	
a. 5% X \$ 1,811,790.01 Work Completed =	\$ 90,589.50
b. 5% X \$ 800,136.86 Stored Materials =	\$ 40,006.84
c. Total Retainage (Line 5.a + Line 5.b)	\$ 130,596.34
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,481,330.53
7. Less previous payments (Line 6 from prior application)	\$ 2,061,317.32
8. Amount due this application	\$ 420,013.21
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 8,220,743.98

**Contractor's Certification**

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

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

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

**Signature:** *James Sulzbach*

**Date:** 2/1/2024

**Recommended by Engineer**

**Approved by Owner**

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

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

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

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

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

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

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of David City					Owner's Project No.:			
Engineer:	JEO Consulting Group, Inc.					Engineer's Project No.:	202024.00		
Contractor:	Velocity Constructors Inc.					Contractor's Project No.:			
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Application No.:	11		Application Period:	From	01/01/24	to	02/01/24	Application Date:	02/01/24
Item No.	Description	C Scheduled Value (\$)	D Work Completed		F Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
Original Contract									
<b>BASE BID GROUP A - General Water Plant Improvements<sup>1</sup></b>									
B-1.01	Mobilization	1,030,293.00	515,146.50	-	-	515,146.50	50%	515,146.50	
B-1.02	Bonding and Insurance	66,647.00	66,647.00	-	-	66,647.00	100%	-	
B-1.03	Aerator Rehabilitation and Cleaning	114,481.00	-	-	-	-	0%	114,481.00	
B-1.04	Existing Pipe Cleaning & Repainting	57,573.00	1,000.00	-	-	1,000.00	2%	56,573.00	
B-1.05	Electrical Improvements, Complete	1,840,041.00	65,000.00	30,000.00	143,249.80	238,249.80	13%	1,601,791.20	
B-1.06	Demolition of Exterior Infrastructure	32,732.00	30,000.00	-	-	30,000.00	92%	2,732.00	
B-1.07	Demolition of Interior Infrastructure	90,500.00	-	10,000.00	-	10,000.00	11%	80,500.00	
B-1.08	Building Improvements (Doors/Windows)	80,036.00	1,000.00	-	-	1,000.00	1%	79,036.00	
B-1.09	Building Improvements (Interior Painting)	523,405.00	2,000.00	-	-	2,000.00	0%	521,405.00	
B-1.10	First Floor Roof Membrane Replacement	174,179.00	2,000.00	-	-	2,000.00	1%	172,179.00	
B-1.11	Skylight Replacement	48,568.00	1,000.00	1,000.00	-	2,000.00	4%	46,568.00	
B-1.12	HVAC Improvements	148,128.00	1,000.00	1,000.00	-	2,000.00	1%	146,128.00	
B-1.13	Plumbing Improvements	92,021.00	3,000.00	-	-	3,000.00	3%	89,021.00	
B-1.14	Lab Improvements	21,099.00	1,000.00	-	-	1,000.00	5%	20,099.00	
B-1.15	Hardness Monitoring Equipment and Meters	77,743.00	2,000.00	-	-	2,000.00	3%	75,743.00	
B-1.16	Site Paving and Grading	58,690.00	-	-	-	-	0%	58,690.00	
B-1.17	Fencing and Gates	58,513.00	2,000.00	-	21,500.00	23,500.00	40%	35,013.00	
B-1.18	Misc. Site Improvements	148,846.00	30,000.00	20,000.00	-	50,000.00	34%	98,846.00	
B-1.19	Exterior Piping Improvements	338,959.00	98,000.00	30,000.00	121,213.29	249,213.29	74%	89,745.71	
B-1.20	Seeding, Fertilizer and Mulch	6,610.00	-	-	-	-	0%	6,610.00	
B-1.21	Erosion Control	5,751.00	5,751.00	-	-	5,751.00	100%	-	
<b>BASE BID GROUP B - Gravity Filter System Improvements<sup>1</sup></b>									
B-1.22	New Gravity Filter Equipment, Complete (Media/Wash Troughs/ Air Blower/ Control Panel / Solenoid Panel / Instrumentation / Piping / Valves / Media Strainers)	693,132.00	13,000.00	100,000.00	93,154.99	206,154.99	30%	486,977.01	
B-1.23	Gravity Filter Equipment Installation	45,979.00	6,000.00	-	-	6,000.00	13%	39,979.00	
B-1.24	Electrical	25,200.00	2,000.00	2,000.00	5,000.00	9,000.00	36%	16,200.00	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.:	11	Application Period:	From	01/01/24	to	02/01/24	Application Date:	02/01/24
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
<b>BASE BID GROUP C - Reverse Osmosis<sup>1</sup></b>								
B-1.25	CCRO and CIP Tank Skids (Equipment Only)	2,126,760.00	2,000.00	-	18,227.00	20,227.00	1%	2,106,533.00
B-1.26	CCRO and CIP Tank Skids (Installation)	7,208.00	-	-	-	-	0%	7,208.00
B-1.27	Existing Maintenance Facility Demolition	27,093.00	27,093.00	-	-	27,093.00	100%	-
B-1.28	RO Room Expansion, Block Construction	245,926.00	66,000.00	40,000.00	13,900.00	119,900.00	49%	126,026.00
B-1.29	New Existing Maintenance Facility Floor Pavement	3,174.00	3,000.00	-	-	3,000.00	95%	174.00
B-1.30	New Existing Maintenance Facility Roof	28,709.00	1,000.00	-	-	1,000.00	3%	27,709.00
B-1.31	Overhead Doors	22,781.00	2,000.00	-	17,000.00	19,000.00	83%	3,781.00
B-1.32	Access Doors	8,791.00	1,000.00	-	-	1,000.00	11%	7,791.00
B-1.33	Single Girder Bridge Crane & Hoist (Equipment Only)	20,361.00	1,000.00	-	-	1,000.00	5%	19,361.00
B-1.34	Single Girder Bridge Crane & Hoist (Installation)	12,387.00	1,000.00	-	-	1,000.00	8%	11,387.00
B-1.35	Below Grade CCRO Skid Piping, Complete	57,740.00	57,740.00	-	-	57,740.00	100%	-
B-1.36	Above Grade CCRO & CIP Skid Piping, Complete	129,743.00	2,000.00	-	-	2,000.00	2%	127,743.00
B-1.37	Electrical	10,080.00	3,000.00	-	2,000.00	5,000.00	50%	5,080.00
<b>BASE BID GROUP D - Intermediate Clearwell<sup>1</sup></b>								
B-1.38	Intermediate Clearwell Structural Concrete	170,506.00	147,000.00	-	20,000.00	167,000.00	98%	3,506.00
B-1.39	Clearwell Hatches	15,613.00	-	-	-	-	0%	15,613.00
B-1.40	Vertical Turbine Pumps	113,608.00	2,000.00	-	85,940.88	87,940.88	77%	25,667.12
B-1.41	Degassifier (Equipment Only)	112,153.00	2,000.00	110,153.00	-	112,153.00	100%	-
B-1.42	Degassifier (Installation)	6,407.00	-	-	-	-	0%	6,407.00
B-1.43	Pump Building, Block Construction	116,781.00	2,000.00	-	5,000.00	7,000.00	6%	109,781.00
B-1.44	Stairs and Miscellaneous Metals	4,603.00	2,000.00	-	-	2,000.00	43%	2,603.00
B-1.45	Clearwell Ladders	4,749.00	-	-	-	-	0%	4,749.00
B-1.46	Fluid Applied Exterior Membrane	103,757.00	103,757.00	-	-	103,757.00	100%	-
B-1.47	Intermediate Clearwell Piping, Fittings, Valves, Meters, Complete	77,335.00	9,000.00	-	67,159.61	76,159.61	98%	1,175.39
B-1.48	Weir Plate and Weir Window	4,398.00	1,000.00	-	-	1,000.00	23%	3,398.00
B-1.49	Electrical	50,400.00	3,000.00	-	10,000.00	13,000.00	26%	37,400.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of David City					Owner's Project No.:			
Engineer:	JEO Consulting Group, Inc.					Engineer's Project No.:	202024.00		
Contractor:	Velocity Constructors Inc.					Contractor's Project No.:			
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Application No.:	11		Application Period:	From	01/01/24	to	02/01/24	Application Date:	02/01/24
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
<b>BASE BID GROUP E - Chemical Feed System Improvements<sup>1</sup></b>									
B-1.50	Chemical Feed System Improvements	149,305.00	2,000.00	-	-	2,000.00	1%	147,305.00	
B-1.51	Gas Chlorine System Improvements	62,365.00	2,000.00	-	-	2,000.00	3%	60,365.00	
B-1.52	Electrical	15,120.00	2,000.00	-	3,000.00	5,000.00	33%	10,120.00	
<b>BASE BID GROUP F - Backwash Improvements<sup>1</sup></b>									
B-1.53	Backwash Waste Pump and Piping Improvements, Complete	161,971.00	3,000.00	-	23,997.39	26,997.39	17%	134,973.61	
B-1.54	Proposed Manhole Improvements	1,551.00	1,200.00	-	-	1,200.00	77%	351.00	
B-1.55	Backwash Pit Access Hatch	3,727.00	-	-	-	-	0%	3,727.00	
B-1.56	Backwash Supply Pump and Piping Improvements, Complete	103,300.00	2,000.00	-	26,934.00	28,934.00	28%	74,366.00	
B-1.57	Electrical/Generator	252,000.00	3,000.00	-	122,859.90	125,859.90	50%	126,140.10	
<b>Bid Alternate #1</b>									
BA1-1	Gravity Filter Effluent Valve Replacement <sup>1</sup>	220,730.00	2,000.00	25,000.00	-	27,000.00	12%	193,730.00	
<b>Bid Alternate #2</b>									
BA2-1	Demolish Existing Upflow Clarifier Unit, Complete <sup>1</sup>	113,190.00	-	-	-	-	0%	113,190.00	
<b>Original Contract Totals</b>		<b>\$ 10,343,448.00</b>	<b>\$ 1,303,334.50</b>	<b>\$ 369,153.00</b>	<b>\$ 800,136.86</b>	<b>\$ 2,472,624.36</b>	<b>\$ 19.12</b>	<b>\$ 7,870,823.64</b>	
<b>Change Orders</b>									
CO-1	12" Underslab Pipe	54,560.00	54,560.00	-	-	54,560.00	100%	-	
CO-2	Misc	84,742.51	84,742.51	-	-	84,742.51	100%	-	
<b>Change Order Totals</b>		<b>\$ 139,302.51</b>	<b>\$ 139,302.51</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 139,302.51</b>	<b>100%</b>	<b>\$ -</b>	
<b>Original Contract and Change Orders</b>									
<b>Project Totals</b>		<b>\$ 10,482,750.51</b>	<b>\$ 1,442,637.01</b>	<b>\$ 369,153.00</b>	<b>\$ 800,136.86</b>	<b>\$ 2,611,926.87</b>	<b>25%</b>	<b>\$ 7,870,823.64</b>	

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

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.: 11 Application Period: From 01/01/24 to 02/01/24 Application Date: 02/01/24

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Original Contract</b>											
<b>Base Bid<sup>1</sup></b>											
B-2	Install Aggregate Surfacing	358.00	TONS	42.50	15,215.00		-		-	0%	15,215.00
B-3	Final Clearwell Roof Slab Rehabilitation	100.00	SF	140.30	14,030.00		-		-	0%	14,030.00
<b>Bid Alternate #3</b>											
BA3-1	Install 6" Concrete Pavement <sup>1</sup>	1,324.00	SY	143.56	190,079.00		-		-	0%	190,079.00
					Original Contract Totals	\$ 219,324.00	\$ -	\$ -	\$ -	0%	\$ 219,324.00
<b>Original Contract and Change Orders</b>											
					Project Totals	\$ 219,324.00	\$ -	\$ -	\$ -	0%	\$ 219,324.00

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







Council member Bruce Meysenburg introduced Ordinance No. 1461 Changing the name of County Road 37 to Cooperative Way. Mayor Jessica Miller read Ordinance No. 1461 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: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to pass and adopt Ordinance No. 1461 on 3rd and final reading. 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

#### **ORDINANCE NO. 1461**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF DAVID CITY, NEBRASKA, TO RENAME THAT CERTAIN PORTION OF “COUNTY ROAD 37,” AS DESCRIBED HEREIN, TO “COOPERATIVE WAY,” REPEALING ANY ORDINANCE OR RESOLUTION IN CONFLICT THEREWITH, PROVIDING AN EFFECTIVE DATE THEREOF, AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.**

**WHEREAS**, the Mayor and City Council of the City of David City, Nebraska (“**City**”) have the authority to rename any street pursuant to Section 6-202 of the David City Municipal Code; and

**WHEREAS**, the City desires to rename that certain portion of “County Road 37,” described and depicted in **EXHIBIT A**, attached hereto and incorporated herein by reference (“**County Road 37**”), to “Cooperative Way.”

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA** that the street heretofore known as “County Road 37,” as described and depicted in **EXHIBIT A**, shall be known henceforth as “Cooperative Way.”

**BE IT FURTHER ORDAINED** that any other ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby repealed.

This Ordinance shall be in full force and effect from and after passage, approval and publication or posting as required by law.

PASSED AND APPROVED THIS 14th day of February, 2024.

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Mayor Jessica Miller

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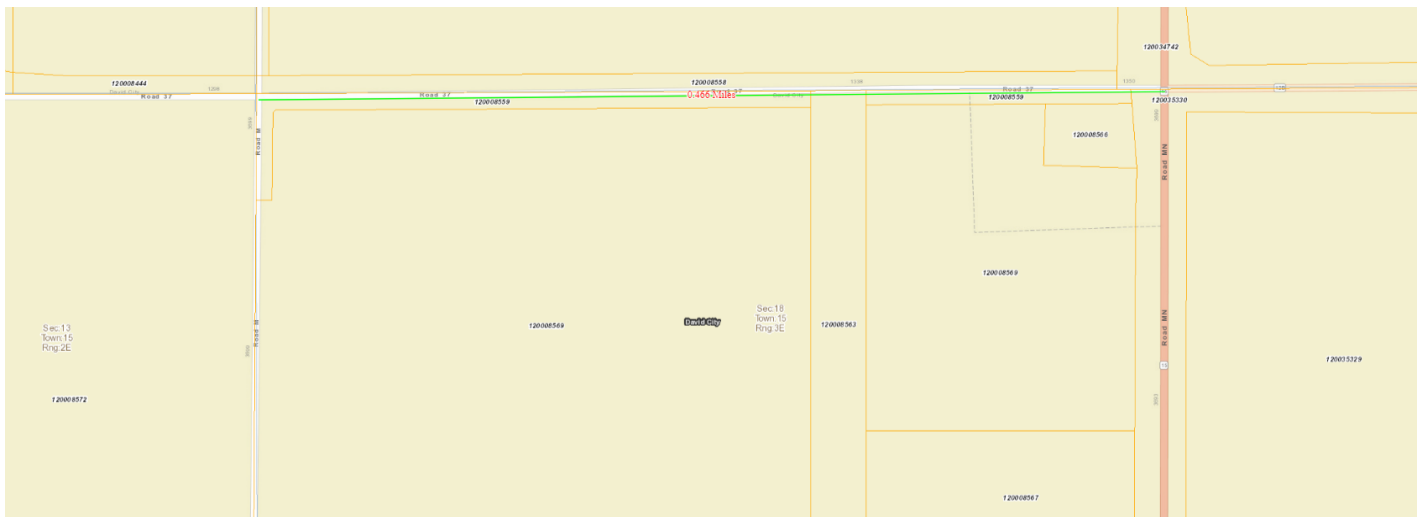
City Clerk Tami L. Comte

**EXHIBIT A**

**LEGAL DESCRIPTION:**

That certain portion of Road 37 with a point of beginning on at the Northeast corner of Section Thirteen (13), Township Fifteen (15), Range Two (2) East, thence Eastward approximately one-half (1/2) mile to Highway 15 (also known as "Road MN").

**DEPICTION:**



*(That certain portion of County Road 37 to be re-named as "Cooperative Way" is depicted by the green line)*

Council member Keith Marvin made a motion to pass and adopt Resolution No. 7-2024 regarding the transfer of the soccer program from the Butler County Soccer Organization. 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. 7-2024**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, APPROVING THE CITY OF DAVID CITY'S ASSUMPTION OF THE SOCCER PROGRAM FROM THE BUTLER COUNT SOCCER ORGANIZATION, INC.**

**WHEREAS**, the Butler County Soccer Organization, Inc. ("**Soccer Board**") currently manages, maintains, and funds that certain soccer program ("**Soccer Program**"),

**WHEREAS**, the City of David City, Nebraska (the "**City**") acknowledges that the Soccer Program is an important asset to the City and its citizens;

**WHEREAS**, the Soccer Board has proposed that certain Assignment and Assumption Agreement ("**Agreement**"), a copy of which is attached hereto and incorporated herein by reference, providing the duties, obligations, and responsibilities connected with the Soccer Program;

**WHEREAS**, the Soccer Board wishes to assign to the City, and the City wishes to assume from the Soccer Board, all rights, responsibilities, liabilities and obligations in and to the Soccer Program, except for the managing of referees for the Soccer Program, as provided in the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City, the Mayor is hereby authorized to execute the Agreement in substantially the form presented but with such changes as she shall deem appropriate or necessary. The execution and delivery by the Mayor of the Agreement, or any such documents, instruments, agreements or certifications relating to such matters contained in the same, shall conclusively establish her authority with respect thereto and the authorization and approval thereof.

PASSED AND ADOPTED THIS 14th DAY OF February, 2024.

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MAYOR

ATTEST:

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CITY CLERK

**EXHIBIT A**

**Copy of Assignment and Assumption Agreement, dated February 14, 2024.**

(See attached)

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT ( "**Agreement**") is made and entered into this 14th day of February, 2024 ( "**Effective Date**") by and between BUTLER COUNTY SOCCER ORGANIZATION, INC., a Nebraska nonprofit corporation, formerly known as Butler County AYSO ( "**Assignor**" ), and THE CITY OF DAVID CITY, NEBRASKA, a municipal corporation and city of the second class ( "**Assignee**" ). Assignor and Assignee each a "**Party**" and collectively the "**Parties**" herein.

**RECITALS**

**WHEREAS**, Assignee currently leases from the Butler County Agricultural Society that certain soccer field located in David City, Butler County, Nebraska ( "**Soccer Field**" ), pursuant to that certain Lease Agreement dated \_\_\_\_\_; and

**WHEREAS**, Assignor presently manages and operates that certain soccer program that is responsible for scheduling, hosting and accommodating various soccer games and leagues for youth and adults at the Soccer Field (collectively referred to as the "**Soccer Program**"); and

**WHEREAS**, Assignor is indebted to Steager Irrigation, LLC, a Nebraska limited liability company ( "**Steager Irrigation**" ), in the amount of eighteen thousand four hundred and forty six dollars and zero cents (\$18,446.00) (the "**Steager Debt**" ), as shown on the most recent Steager Irrigation, LLC Statement, dated January 17, 2024, a copy of which is attached hereto and incorporated herein as **EXHIBIT A**, for sprinkler system maintenance and the installation of other facilities performed in or around July 2022; and

**WHEREAS**, Assignor represents the Steager Debt is the only contractual obligation of Assignor as of the Effective Date; and

**WHEREAS**, as of December 29, 2023, Assignor has \$10,855.94, in its sole bank account at the Bank of the Valley ( "**Assignor Bank Account**" ); and

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to assume from Assignor, the rights, responsibilities, liabilities and obligations in and to the Soccer Program, except for the scheduling, soliciting, retaining, compensating, and otherwise managing of all referees necessary for the Soccer Program ( "**Referee Management**" ).

**NOW, THEREFORE**, for other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges and accepts, the Parties agree as provided below.

## AGREEMENT

1. **Assignment and Assumption.** Assignor hereby irrevocably assigns, and Assignee hereby irrevocably assumes, all of Assignor's rights, duties, obligations and liabilities in connection with the Soccer Program ("**Assignment**"), including all revenue derived therefrom, as of the Effective Date, except as provided below.

(a) Assignor assigns and Assignee assumes the entirety of the responsibility and obligations connection with operating the Soccer Program, with the sole exception being Referee Management.

i. The City may terminate Assignor's Referee Management rights at any such time after the Effective Date by resolution and by providing Assignor notice of the same.

(b) Assignee assumes Nine Thousand Nine Hundred and Forty-Six Dollars (\$9,946) and Assignor shall have no obligation to do so until Assignee performs under Section 2(a).

(c) Assignee does not assume any responsibility nor obligation under any other contract of Assignor except as provide herein, unless such assignment and assumption is in writing by the Parties.

(d) This Agreement and Assignment are expressly conditional on Assignee's compliance with Section 2(a) herein and Assignee's failure to do so shall render the same immediately void ab initio.

## 2. **Cash and Debt.**

(a) Within ten (10) days of the Effective Date, Assignor shall transfer eight thousand five hundred dollars (\$8,500) from its Bank Account to Steager, to be applied against the Steager Debt.

(b) Assignee shall have the right to inspect Assignor's books, records, financial statements, and other pertinent documents as reasonable necessary for the operation of the Soccer Program and Assignor must take all reasonable action to allow Assignee such access.

(c) At the beginning of each fiscal year the City shall remit to the Assignor a reimbursement for the total amount of expense Assignor incurs in the prior fiscal year in connection with Referee Management.

i. The City has the right, and not the obligation, to, from time to time, to appropriate certain amounts to Assignor that the City deems necessary.

3. **Waiver.** Assignee hereby releases and shall hold Assignor harmless from any liability stemming from Assignor's management and operation of the Soccer Program. If a court of competent jurisdiction finds that any such liability existed at the time of execution of this Agreement and Assignor failed to disclose or deliberately concealed the existence of, Assignee may elect for Assignor to indemnify Assignee for any such liability, including costs and attorney's fees, as permitted by law or Assignee may terminate this Agreement and any obligations Assignee may have hereunder without penalty or further liability of Assignee.

4. **Representations and Warranties.** Assignor represents and warrants to Assignee that (a) it does not have any contractual obligations beyond those represented in this Agreement, (b) all rights and interests Assignor purports to assign hereby are validly assignable without any further action or consent of any third party, and, in the event any action or consent of any third party is so required Assignor will take such action or obtain such consent as fast as reasonably possible and will provide for any expenses incurred in doing so, and (c) the rights and interests Assignee assumes hereunder constitute all rights and interests in and to the Soccer Program and Assignor will take all action reasonably necessary to assign or convey any other such rights as necessary for Assignee to receive and assume the entirety of the same.
5. **Further Actions.** At Assignee's request, Assignor shall deliver such further instruments of transfer and take all reasonable action as may be necessary or appropriate to effectuate this Agreement.
6. **Due Authority.** Assignor and Assignee each, individually, represent and warrant that the person signing below on behalf of each entity, respectively, has all necessary authority to bind its respective entity to each and every obligation hereunder. Assignor and Assignee each, individually, represent and warrant that each entity and its respective governing authority has taken all necessary steps to authorize the person signing below on its behalf to do so and to bind each person's respective entity in doing so.
7. **Binding Effect.** This Agreement shall be binding to the Parties and their respective heirs, successors, and assigns.
8. **Recitals.** The Recitals to this Agreement are hereby incorporated by reference herein.
9. **Entire Agreement.** This Agreement contains all final intentions and understandings of the Parties and the Parties may not amend it except by the written consent both Parties.
10. **Governing Law.** The laws of the State of Nebraska shall govern this Agreement.
11. **Severability.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement. If a court of competent jurisdiction invalidates or finds any provision.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have executed this Assignment and Assumption Agreement the day and year first above written.

**ASSIGNOR:**

BUTLER COUNTY SOCCER ORGANIZATION, INC., a Nebraska non-profit corporation,  
formerly known as Butler County AYSO

By: \_\_\_\_\_  
Austin Witmer, President

**ASSIGNEE:**

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

By: \_\_\_\_\_  
Jessica Miller, Mayor



**EXHIBIT A**

**Copy of Steager Irrigation, LLC Statement, dated January 17, 2024**

[See attached]

***Steager Irrigation LLC***

1283 N 7th ST  
 David City, NE 68632

**Invoice**

Date	Invoice #
8/11/2022	21346

Customer
Butler County AYSO PO Box 95 David City, NE 68632



Contact Us  
 (402) 367-2130

Terms	P.O. No.
Due on receipt	

Description	Amount
Install Sand Separator, Replace mainline, valves and heads at Soccer Fields (parts at cost plus labor)	43,946.00
Downpayment received 7-12-22	-15,000.00
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b><u>Please make checks payable to: Steager Irrigation LLC</u></b> </div>	
All invoices are due upon receipt. Any unpaid accounts greater than 30 days from the invoice date will be assessed finance charges of 1.33% per month (16% APR).	<b>Total</b> \$28,946.00

Steager Irrigation LLC  
 1283 N 7th ST  
 David City, NE 68632

## Statement

Date
1/17/2024

To:
Butler County AYSO PO Box 95 David City, NE 68632

		Amount Due	Amount Enc.		
		\$18,446.00			
Date	Transaction	Amount	Balance		
07/31/2022	Balance forward		0.00		
08/11/2022	INV #21346. Due 08/11/2022. --- Installation \$43,946.00 --- Installation \$-15,000.00	28,946.00	28,946.00		
08/15/2022	PMT #1548.	-3,000.00	25,946.00		
05/16/2023	PMT #1507.	-7,500.00	18,446.00		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
0.00	0.00	0.00	0.00	18,446.00	\$18,446.00

Mayor Jessica Miller stated that the next item on the agenda was to accept final plans and specifications for the Water Tower Repainting Project, authorize submittal to NDEE for review, authorize staff to pay the review fee and set a bid date.

Ethan Joy with JEO introduced himself and stated that this project is part of the SRF package through the State and it needs to be submitted to NDEE for approval. He stated that the bids won't be taken until sometime in the summer of 2024 with the work to be done in early 2025.

Council member Kevin Woita made a motion to accept final plans and specifications for Water Tower Repaint Project, authorize submittal to NDEE for review, authorize staff to pay the review fee, and set a bid date. 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

Council member Pat Meysenburg made a motion to approve final invoice for Ratkovec Construction in the amount of \$140,550 for the Water Department building. Council Member Tom Kobus seconded the motion. The motion carried.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

# Invoice



Date	Invoice #
1/21/2024	520

Bill To
CITY OF DAVID CITY WATER DEPT

P.O. No.	Terms	Project
	Due on receipt	

Description	Amount
ENGINEERED POST FRAME BUILDING FINAL PAYMENT	137,350.00
EXTRA REBAR 1'X1' GRID INSTALLED IN CONCRETE FLOOR, ORIGINAL TO BE 2'X2' GRID	2,500.00
HANDRAIL INSTALLED AROUND LOFT AREA	700.00
<b>Total</b> \$140,550.00	
Ratkovec Construction 3271 O RD David City, NE 68632 402-367-8693	IF PAYMENT IS NOT RECIEVED WITHIN 30 DAYS A FINANCE CHARGE WILL BE APPLIED

City Council Proceedings

February 14, 2024

Page #20

Council member Jim Angell made a motion to table a quote (State bid price) for a new pickup for the Electric Department. 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



**Sid Dillon Fleet & Commercial**

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

## David City

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box





### Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

### Sid Dillon Fleet & Commercial

#### Dealership Information

Sid Dillon Fleet & Commercial  
Wahoo, NE.

#### Prepared By:

Ron Fullerton  
Sid Dillon Fleet & Commercial  
402-540-7578  
ron.fullerton@siddillon.com

*Thanks!  
Ron Fullerton*

### Price Summary

#### PRICE SUMMARY

	MSRP
Base Price	\$50,220.00
Total Options	\$6,315.00
Vehicle Subtotal	\$56,535.00
Destination Charge	\$1,995.00
Grand Total	\$58,530.00

*\$ 49,733 =  
using Bid Assistance*

*In Stock  
Ready to go*

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Data Version: 21625. Data Updated: Feb 1, 2024 6:40:00 PM PST.



## Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box (✔ Complete)

### Selected Model and Options

#### MODEL

CODE	MODEL
W1E	2023 Ford F-150 XLT 4WD SuperCrew 5.5' Box

#### COLORS

CODE	DESCRIPTION
JS	Iconic Silver Metallic

#### OPTIONS

( † Denotes a Custom Equipment Option )

CODE	DESCRIPTION
—	GVWR: 7,050 lbs Payload Package
—	Monotone Paint Application
—	Equipment Group 301A Mid savings *DISCOUNT*
—	XLT Chrome Appearance Package savings *DISCOUNT*
18C	Bright Polished Step Bars

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**Sid Dillon Fleet & Commercial**

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box (✔ Complete)

**OPTIONS**

( † Denotes a Custom Equipment Option )

CODE	DESCRIPTION
301A	Equipment Group 301A Mid -inc: Class IV Trailer Hitch Receiver, towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector ( BLIS w/trailer tow coverage where BLIS is available), SecuriCode Drivers Side Keyless-Entry Keypad, Auto-Dimming Rearview Mirror, Dual Zone Electronic Automatic Temperature Control, 8" Productivity Screen in Instrument Cluster, SYNC 4 w/Enhanced Voice Recognition, 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation, Note: Navigation services require SYNC 4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 90-day trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the navigation service will terminate, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply, Radio: AM/FM SiriusXM w/360L, 7 speakers and a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii Trial length and service availability may vary by model, model year or trim, Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc, 8-Way Power Driver's Seat w/Power Lumbar, Wrapped Steering Wheel, Rear Under-Seat Storage *GROSS*
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
53B	Class IV Trailer Hitch Receiver -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector ( BLIS w/trailer tow coverage where BLIS is available)
59R	Remote Start System
64T	Wheels: 18" Chrome-Like PVD
655	Extended Range 36 Gallon Fuel Tank
67T	Integrated Trailer Brake Controller
86B	XLT Chrome Appearance Package -inc: lower grille trim, Chrome Single-Tip Exhaust, Tires: 275/65R18 BSW A/T, Chrome Door & Tailgate Handles w/Body-Color Bezel, bezel on side doors and black on tailgate, Wheels: 18" Chrome-Like PVD, 2-Bar Style Grille w/Chrome 2 Minor Bars, silver painted surround and black background mesh, Bright Polished Step Bars *GROSS*
942	Daytime Running Lamps -inc: Non-controllable

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## Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box (✔ Complete)

### OPTIONS

( † Denotes a Custom Equipment Option )

CODE	DESCRIPTION
995	Engine: 5.0L V8 -inc: auto start-stop technology and flex-fuel capability, GVWR: 7,050 lbs Payload Package, 3.31 Axle Ratio
Dir Advr†	Dealer Advertising†
JS	Iconic Silver Metallic
MS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat -inc: manual driver/passenger lumbar, folding armrest cupholders and storage
T84	Tires: 275/65R18 BSW A/T
XL3	Electronic Locking w/3.31 Axle Ratio
<b>Options Total</b>	

### Standard Equipment

#### Mechanical

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability (STD)

Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)

3.73 Axle Ratio (STD)

50 State Emissions

Electronic Transfer Case

Part-Time Four-Wheel Drive

70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection

200 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

1720# Maximum Payload

GVWR: 6,470 lbs Payload Package

HD Shock Absorbers

Front Anti-Roll Bar

Electric Power-Assist Speed-Sensing Steering

Single Stainless Steel Exhaust

26 Gal. Fuel Tank

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## Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box (✔ Complete)

### Mechanical

Auto Locking Hubs  
Double Wishbone Front Suspension w/Coil Springs  
Solid Axle Rear Suspension w/Leaf Springs  
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

### Exterior

Wheels: 17" Silver Painted Aluminum (STD)  
Tires: 265/70R17 BSW AT (STD)  
Regular Box Style  
Steel Spare Wheel  
Full-Size Spare Tire Stored Underbody w/Crankdown  
Clearcoat Paint  
Chrome Rear Step Bumper  
Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks  
Black Side Windows Trim  
Black Door Handles  
Black Power Heated Side Mirrors w/Manual Folding  
Fixed Rear Window w/Defroster  
Variable Intermittent Wipers  
Deep Tinted Glass  
Aluminum Panels  
Black Grille w/Chrome Surround  
Tailgate Rear Cargo Access  
Tailgate/Rear Door Lock Included w/Power Door Locks  
Cargo Lamp w/High Mount Stop Light  
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off  
Front Fog Lamps  
Perimeter/Approach Lights  
Headlights-Automatic Highbeams

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## Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box (✔ Complete)

### Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System

Radio: AM/FM Stereo w/6 Speakers -inc: auxillary audio input jack

Fixed Antenna

### Interior

Cloth 40/20/40 Front Seat -inc: manual driver/passenger lumbar, folding armrest cupholders and storage

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer

Power Rear Windows

FordPass Connect 4G Mobile Hotspot Internet Access

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Full Cloth Headliner

Urethane Gear Shifter Material

Interior Trim -inc: Metal-Look Instrument Panel Insert, Cabback Insulator and Chrome/Metal-Look Interior Accents

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 1 12V DC Power Outlet

Fade-To-Off Interior Lighting

Front And Rear Map Lights

Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats

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## Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box (✔ Complete)

### Interior

- Pickup Cargo Box Lights
- Smart Device Remote Engine Start
- SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
- Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins and Locking 1st Row Underseat Storage
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Trip Computer
- Outside Temp Gauge
- Analog Appearance
- 2 Seatback Storage Pockets
- Seats w/Cloth Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Perimeter Alarm
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 1 12V DC Power Outlet
- Air Filtration

### Safety-Mechanical

- ABS And Driveline Traction Control
- Electronic Stability Control (ESC) And Roll Stability Control (RSC)

### Safety-Exterior

- Side Impact Beams

### Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Reverse Sensing System Rear Parking Sensors
- BLIS (Blind Spot Information System) Blind Spot
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- Lane Keeping Alert Lane Keeping Assist
- Lane Keeping Alert Lane Departure Warning

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Data Version: 21625. Data Updated: Feb 1, 2024 6:40:00 PM PST.





## Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box ( Complete )

### Safety-Interior

- Collision Mitigation-Front
- Driver Monitoring-Alert
- Collision Mitigation-Rear
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Rear Child Safety Locks
- Back-Up Camera

### WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Data Version: 21625. Data Updated: Feb 1, 2024 8:40:00 PM PST.



**Sid Dillon Fleet & Commercial**

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

## David City

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck







### Sid Dillon Fleet & Commercial

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

### Sid Dillon Fleet & Commercial

#### Dealership Information

Sid Dillon Fleet & Commercial  
Wahoo, NE.

#### Prepared By:

Ron Fullerton  
Sid Dillon Fleet & Commercial  
402-540-7578  
ron.fullerton@siddillon.com

*Thanks!  
Ron Fullerton*

### Price Summary

#### PRICE SUMMARY

	MSRP
Base Price	\$45,800.00
Total Options	\$7,135.00
Vehicle Subtotal	\$52,935.00
Destination Charge	\$1,995.00
Grand Total	\$54,930.00

*\$50,513.00*  
*using Bid Assistance*

*In stock*

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Data Version: 21625. Data Updated: Feb 1, 2024 6:40:00 PM PST.



**Sid Dillon Fleet & Commercial**

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

**OPTIONS**

CODE	DESCRIPTION
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)
JL1	Trailer brake controller, integrated (Requires (Z82) Trailing Package.)
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (9C1) Police Pursuit Package. Upgradeable to (KSG) Adaptive Cruise Control.)
K47	Air filter, heavy-duty (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package. Available free flow as a SEO.)
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (K14) interior power outlet) (Included and only available with (K14) Power outlet. Not available with (ZW9) pickup bed delete.)
K14	Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (QT5) EZ Lift power lock and release tailgate. Included with (5W4) Special Service Package and (9C1) Police Pursuit Package. Includes (UBI) USB ports on Crew and Double Cab models only.)
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (L3B) TurboMax engine or (VYU) Snow Plow Prep Package.)
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Requires (G80) auto-locking differential on CC10543 Crew Cab models. Not available with C*10703 Regular Cab model.)
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)
NQH	Transfer case, two-speed electronic Autotrac with push button control (4WD models only) (Included and only available with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package. Free flow requires Regular Cab model.)
NZZ	Skid Plates (Included with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (9C1) Police Pursuit Package.)
PCV	WT Convenience Package includes (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror.)
PEB	WT Value Package includes (PCV) WT Convenience Package and (Z82) Trailing Package (Not available with (ZLQ) WT Fleet Convenience Package or (ZW9) pickup bed delete.) *GROSS*
PQA	WT Safety Package includes (UD5) Front and Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert, (UFB) Rear Cross Traffic Braking, (V46) Chrome front bumper, (VJH) Chrome rear bumper and (DP6) high gloss Black mirror caps (Includes (U12) Perimeter Lighting. Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (PEB) WT Value Package and (K14) 120-volt power outlet. Not available with (DPO) trailer mirrors or (ZW9) pickup bed delete.)

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**Sid Dillon Fleet & Commercial**

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

**OPTIONS**

CODE	DESCRIPTION
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release
R30	Tires, LT275/65R18C blackwall Goodyear Wrangler Territory MT (Requires Crew Cab or Double Cab, (L84) 5.3L EcoTec3 V8 engine, (Z71) Z71 Off-Road Package and (RCV) 18" Bright Silver painted aluminum wheels.)
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (Requires Crew Cab or Double Cab model, (L84) 5.3L EcoTec3 V8 engine, (Z71) Z71 Off-Road Package and (R30) LT275/65R18 Goodyear Wrangler Territory tires.)
RVS	LPO, Assist steps - 4" Black - round (dealer-installed) (Not available with any other assist steps.)
U12	Lighting, perimeter (Included and only available with (PQA) WT Safety Package.)
U2K	SiriusXM Radio enjoy a Platinum Plan trial subscription (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit <a href="http://www.siriusxm.com">www.siriusxm.com</a> which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
UBI	USB ports, rear, dual, charge-only (Included and only available with (K14) 120-volt power outlet on Crew and Double Cab models only.)
UD5	Front and Rear Park Assist, ultrasonic (Included and only available with (PQA) WT Safety Package.)
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob
UFB	Rear Cross Traffic Braking (Included and only available with (PQA) WT Safety Package.)
UKC	Lane Change Alert with Side Blind Zone Alert (Included and only available with (PQA) WT Safety Package.)
UKK	Rear Pedestrian Alert (Included and only available with (PQA) WT Safety Package.)
V46	Bumper, front chrome (Requires (VJH) Chrome rear bumper and (E63) Durabed, pickup bed. Included with (PQA) WT Safety Package.)
VJH	Bumper, rear chrome (Requires (V46) Chrome front bumper. Included with (PQA) WT Safety Package.)
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Included and only available with (QDV) 265/70R17 all-terrain blackwall tires or all 18" wheels and tires.)
Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension, (JHD) Hill Descent Control, (NZZ) skid plates and (K47) heavy-duty air filter (Requires Crew Cab or Double Cab 4WD model, (L84) 5.3L EcoTec3 V8 engine, (Z82) Trailing Package and AT or MT tires. Includes Z71 hard badge, (G80) locking differential and (NQH) 2-speed transfer case. Not available with (L3B) TurboMax engine.)
Z82	Trailing Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)
<b>Options Total</b>	

**Standard Equipment**

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## Sid Dillon Fleet & Commercial

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Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

### Interior

- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Compass located in instrument cluster
- Window, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available with Regular Cab models.)
- Door locks, power
- Remote Keyless Entry, with 2 transmitters
- Power outlet, front auxiliary, 12-volt
- USB Ports, 2, Charge/Data ports located on instrument panel
- Air conditioning, single-zone manual
- Air vents, rear, heating/cooling (Not available on Regular Cab models.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

### Safety-Mechanical

- Automatic Emergency Braking
- Front Pedestrian Braking
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

### Safety-Exterior

- Daytime Running Lamps with automatic exterior lamp control

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Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

### Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

### WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Silverado TurboMax™ engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Silverado TurboMax™ engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Council member Keith Marvin made a motion to approve Change Order #4-Final in the amount of \$16,842.08 to M.E. Collins Contracting Co. for the David City Industrial Parkway project. Council Member Kevin Woita seconded the motion. The motion carried.  
 Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
 Yea: 6, Nay: 0

**CHANGE ORDER**





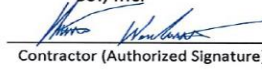
No. 4  
**FINAL-**  
Rev2

Date of Issuance: November 8, 2023 Effective Date: November 8, 2023

Project: David City Industrial Parkway	Owner: City of David City	Owner's Contract No.:
Contract: Base Bid		Date of Contract:
Contractor: M.E. Collins Contracting Co., Inc.		Engineer's Project No.: 022-03587

**The Contract Documents are modified as follows upon execution of this Change Order:**  
 Description: Adjust final quantities, add sales tax for additional work on road for AKRS.  
 Attachments: (List documents supporting change): See attached spreadsheet.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES (No Change)
Original Contract Price: \$ <u>1,616,304.20</u>	Original Contract Times: Substantial Completion (days or date): _____ Ready for Final Payment (days or date): _____
Increase from previously approved Change Orders No. <u>0</u> to No. <u>3</u> : \$ <u>8,604.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>  </u> to No. <u>  </u> : Substantial Completion (days or date): _____ Ready for Final Payment (days or date): _____
Contract Price prior to this Change Order: \$ <u>1,624,908.20</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): _____ Ready for Final Payment (days or date): _____
Increase of this Change Order: \$ <u>16,842.08</u>	[Increase] [Decrease] of this Change Order: Substantial Completion (days or date): _____ Ready for Final Payment (days or date): _____
Contract Price incorporating this Change Order: \$ <u>1,641,750.28</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): _____ Ready for Final Payment (days or date): _____

RECOMMENDED: Olsson	ACCEPTED: City of David City	ACCEPTED: M.E. Collins Contracting Co., Inc.
By:  Engineer (Authorized Signature)	By:  Owner (Authorized Signature)	By:  Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: <u>Mayor</u>	Title: <u>V.P.</u>
Date: <u>1/29/24</u>	Date: <u>2-14-24</u>	Date: <u>2-2-24</u>
Approved by Funding Agency (if applicable):		
By: _____	Title: _____	Date: _____

Change Order 4 Final Rev2

Project: David City Industrial Parkway

11/8/2023 Contractor: M.E. Collins Contracting Co., Inc.



A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Contract Quantities	Price Bid	Contract Total Cost (D * E)	Constructed Quantities	Add/Deduct Quantities	Add/Deduct Price	Contract Adjusted Total Cost
<b>SANITARY SEWER</b>									
1	MOBILIZATION	L.S.	1	\$31,515.00	\$31,515.00	1.00	0	0.00	\$31,515.00
2	10" P.C. Doweled Concrete Pavement	S.Y.	274	\$104.00	\$28,496.00	382.00	108	11,232.00	\$39,728.00
3	8" P.C. Doweled Concrete PavementsSY	S.Y.	12552	\$90.00	\$1,129,680.00	12,141.00	-411	-36,890.00	\$1,092,890.00
4	Subgrade Preparations	S.Y.	12552	\$4.00	\$50,208.00	12,523.00	-29	-116.00	\$50,092.00
5	12" Stripping/Replace Borrow	C.Y.	4602	\$48.00	\$220,896.00	4,602.00	0	0.00	\$220,896.00
6	Thickened Concrete Edge	L.F.	148	\$26.00	\$3,848.00	148.00	0	0.00	\$3,848.00
7	Concrete Header Block	L.F.	80	\$24.00	\$1,920.00	80.00	0	0.00	\$1,920.00
8	18" Elliptical Reinforced Concrete Storm Pipe	L.F.	384	\$94.00	\$34,216.00	423.00	59	5,546.00	\$39,762.00
9	18" Elliptical Reinforced Concrete FES	EA.	12	\$1,229.00	\$14,748.00	13.00	1	1,229.00	\$15,977.00
10	Ditch Grading	L.F.	367	\$46.00	\$16,882.00	367.00	0	0.00	\$16,882.00
11	Seeding	AC.	2.6	\$11,852.00	\$30,815.20	5.70	3.1	36,741.20	\$67,556.40
12	Rip Rap	TON	5	\$111.00	\$555.00	0.00	-5	-555.00	\$0.00
13	Earthwork	L.S.	1	\$52,525.00	\$52,525.00	1.00	0	0.00	\$52,525.00
					<b>\$1,616,304.20</b>			<b>17,087.20</b>	<b>\$1,633,391.40</b>
<b>Change Order</b>									
CO1-1	Relocate Fire Hydrant	L.S.	1	\$6,237.00	\$6,237.00	1.00	0	0.00	\$6,237.00
CO2-1	Remobilization (pipe)	L.S.	1	\$1,400.00	\$1,400.00	0.50	-0.5	-700.00	\$700.00
CO3-1	Lane Closure	L.S.	1	\$967.00	\$967.00	1.00	0	0.00	\$967.00
CO4-1	Sales Tax	L.S.	0	\$454.88	\$0.00	1.00	1	454.88	\$454.88
<b>Contract Total</b>					<b>\$1,624,908.20</b>			<b>\$16,842.08</b>	<b>\$1,641,750.28</b>

**From:** Chris Dethlefs <cdethlefs@olsson.com>  
**Sent:** Tuesday, February 6, 2024 9:15 AM  
**To:** Tami Comte  
**Cc:** Dave Ziska  
**Subject:** RE: David City Industrial Parkway - Revised final change order

Tami,

The change order is adjusting for final quantities, so the contract price increased. If you look at the Certificate of Payment spreadsheet at the bottom, it shows the contract total as \$1,641,750.28 and the payments made by the city totaled \$1,655,928.40, so that is where the credit is showing of \$14,178.12.

There were some quantities that were overran on Certificate of Payment No. 3 and then backed out on Certificate of Payment 6F-REV, that resulted in a large credit. Hope this makes sense, if not, please give me a call.

Thanks,

---

Mayor Jessica Miller stated that the next item on the agenda was discuss/action concerning repairing scout hall.

Gary Schmid, Jeff Willis and Mark Polacek introduced themselves and stated that they were present representing Boy Scout Troop 268. They presented a quote for the repairs of Scout Hall.

Mayor Miller and the Council members discussed the repairs and decided that more quotes were needed, and they determined that the repairs to Scout Hall should be a City project. Mayor Miller asked Council members Tom Kobus and Pat Meysenburg to lead the project on the City's behalf. Mark Polacek was asked to write out the scope of work for the project.

Mayor Jessica Miller stated that the next item on the agenda was consider Resolution No. 8-2024 approving the execution of a waiver and release agreement of the legion building and acceptance of the Quit Claim Deed from Bone Creek Museum for the Legion Building.

City Attorney Spencer Hosch introduced himself and stated that he had worked on the Waiver and Release Agreement because the Legion Building shares a wall with the building to the east and there are party wall rights.

Bill Murphy, Structural Engineer with JEO was available via Zoom. Bill Murphy introduced himself and stated that the building to the east (the Bell Building) would collapse if the Legion building was razed. He will get his report to the City by the end of the week.

Council member Keith Marvin made a motion to table Resolution No. 8-2024 Approving the Execution of a Waiver and Release Agreement of the Legion Building and Acceptance of the Warranty Deed from Bone Creek Museum for the Legion Building. Council Member Bruce



Meysenburg seconded the motion. The motion carried.

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

Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Council member Keith Marvin made a motion to approve airport farm lease update from Tom Miriovsky to Max Miriovsky. 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

**AIRPORT LEASE**

Max Miriovsky will lease from the City of David City Airport the following tillable acres:

37.8 Acres in S ½ of the SW ¼ of Section 32 15 N 3 E

The term of the lease will be from March 1, 2023 to February 28, 2026.

Max Mirovsky agrees to pay \$25,800.

The Rent shall be paid as follows:

\$4,300.00 on April 1, 2023

\$4,300.00 on November 1, 2023

\$4,300.00 on April 1, 2024

\$4,300.00 on November 1, 2024

\$4,300.00 on April 1, 2025

\$4,300.00 on November 1, 2025

\$25,800.00

\_\_\_\_\_  
Max Miriovsky

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

\_\_\_\_\_  
Mayor Jessica Miller – City of David City

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

Council member Bruce Meysenburg made a motion to approve an agreement for service with Applied Connective. 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

I also left a proposal (also attached) for a services upgrade to manages services (MSP). This is the same contract / rate that Butler County (and about 50 other government clients). This is a somewhat, all inclusive labor and support rate for the city and police departments. We have been working on the Elster/ gatekeeper project and if you would consider and "sign up", the labor of about 60 hours would be billed at 50 % off (saves about \$3000 or more). I was surprised that Ed Knott (owner) suggested this kind of discount, and this would be a good way to get this started. This is the recap on the premium services included in the monthly rate:

#### **Premium Managed IT Services**

Premium Level Managed IT Services include all on-site labor services, remote labor services, help desk services, monitoring, non-business hour support, remote access service, 3rd party application support. Includes priority service-level agreement (SLA), vCIO services, and semi-annual business reviews.

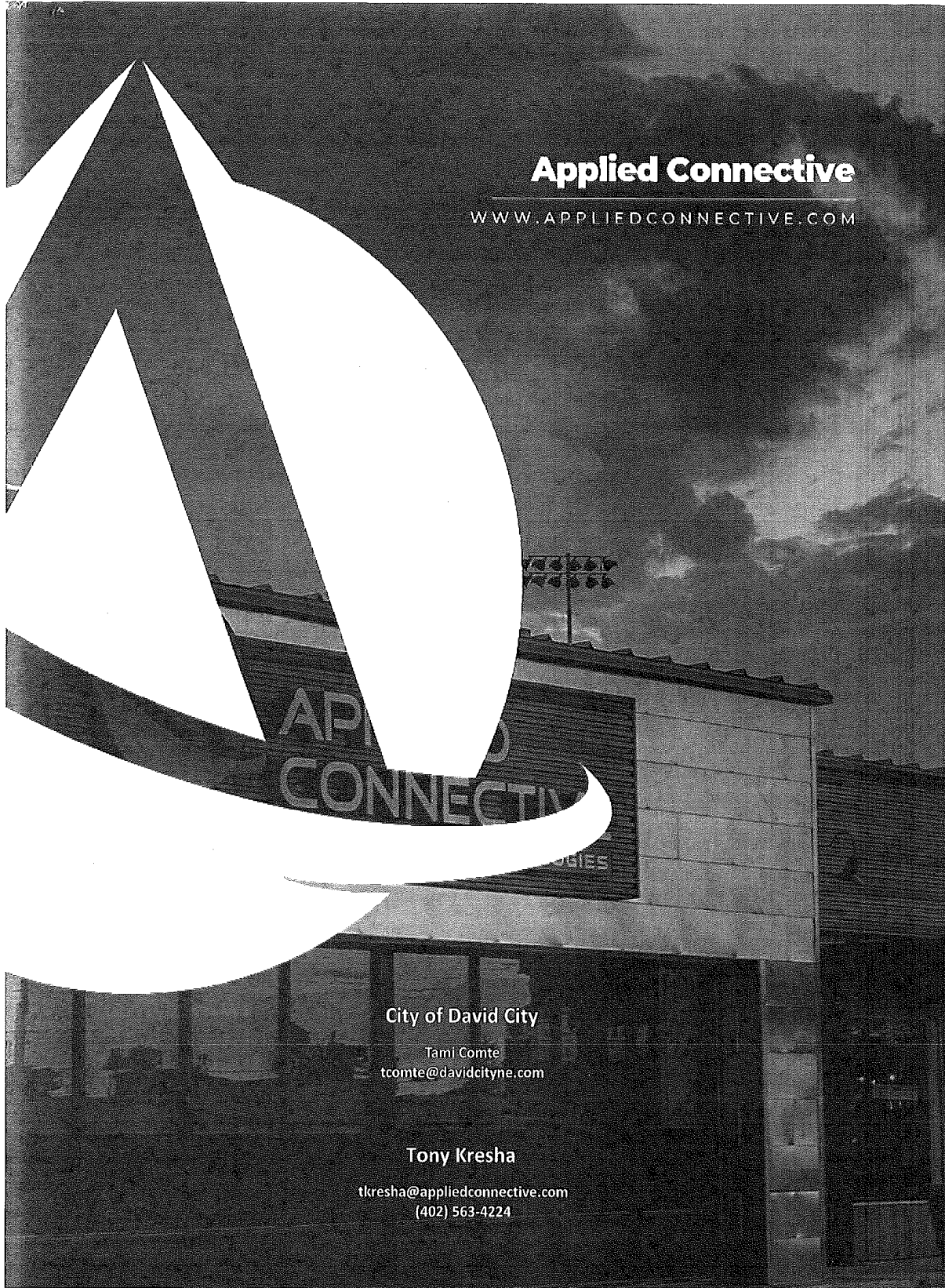
#### **Premium Managed IT Services - Addendum**

Services that ACT may provide the Client include technical support, service, and maintenance of Client's IT, computer, server and networking systems along with connected equipment (i.e., printers, fax machines) (the "Services"). ACT shall consult Client in vCIO (virtual CIO) role and coordinate with 3rd party service providers and vendors. ACT shall negotiate on Client's behalf when requested in dealings with service providers. No warranty of equipment is provided with this agreement. Physical repair and maintenance of printer, scanner, fax devices is excluded from this agreement; however, best practice troubleshooting of said devices will be provided by ACT. Project related work scopes and premise low voltage cabling is excluded from this agreement but available or provided by ACT at agreed upon project estimate or discounted rates. The manner in which the Services are to be performed and the specific hours to be worked by ACT shall be determined by ACT and coordinated with the Client personnel. The Client must contact ACT to arrange for scheduling appointments in order to allow ACT to reasonably fulfill its obligations of this Agreement. Service and maintenance will be performed remotely when possible using agreed upon remote access.

Since we have the remote tools and security in place, this would be a seamless update for all the users under the city.

Let me know if you want to discuss this further. Thank you, as always for your business....I do appreciate this!

Tony



**Applied Connective**

WWW.APPLIEDCONNECTIVE.COM

City of David City

Tami Comte  
tcomte@davidcityne.com

Tony Kresha

tkresha@appliedconnective.com  
(402) 563-4224



## Executive Summary

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### About Us

For over 20 years, Applied Connective Technologies, LLC, (Albion, Norfolk, Columbus, Lincoln, Elkhorn) has been helping partners leverage technology to achieve maximum security, efficiency, and profitability. With 60+ highly skilled full-time staff, we provide our partners unrivaled service and support and cutting-edge solutions in managed IT (MSP) services, commercial telephone systems, security, surveillance, fiber optic, low voltage cabling, and professional audio video. Applied Connective is a one touch point vendor for all of your technology needs.

### Premium Managed IT Services

Premium Level Managed IT Services include all on-site labor services, remote labor services, help desk services, monitoring, non-business hour support, remote access service, 3rd party application support. Includes priority service-level agreement (SLA), vCIO services, and semi-annual business reviews.

### Premium Managed IT Services - Addendum

Services that ACT may provide the Client include technical support, service, and maintenance of Client's IT, computer, server and networking systems along with connected equipment (i.e., printers, fax machines) (the "Services"). ACT shall consult Client in vCIO (virtual CIO) role and coordinate with 3rd party service providers and vendors. ACT shall negotiate on Client's behalf when requested in dealings with service providers. No warranty of equipment is provided with this agreement. Physical repair and maintenance of printer, scanner, fax devices is excluded from this agreement; however, best practice troubleshooting of said devices will be provided by ACT. Project related work scopes and premise low voltage cabling is excluded from this agreement but available or provided by ACT at agreed upon project estimate or discounted rates. The manner in which the Services are to be performed and the specific hours to be worked by ACT shall be determined by ACT and coordinated with the Client personnel. The Client must contact ACT to arrange for scheduling appointments in order to allow ACT to reasonably fulfill its obligations of this Agreement. Service and maintenance will be performed remotely when possible using agreed upon remote access and support tools.

### Non-Contract IT and Technical Services

*Please note, we are asking that your business consider a transition to Managed IT services in order for our team to properly and promptly provide professional services. The cyber and technology landscape has changed significantly over the last several years, and the skill set and service delivery methods necessary to meet this new demand have evolved as well. Applied Connective takes customer service very seriously and strives to maintain adequate staffing levels to meet the service needs of all customers. We also take cyber security seriously and will be enforcing minimum requirements for support, management, and protection of your IT systems. As your requirements to meet cyber liability insurance criteria have changed, so have ours.*

*By opting for Managed IT and technical services, not only will you enjoy a fixed cost delivery for your support, help desk, management, and monitoring needs, but you'll also allow Applied Connective to staff appropriately so we can respond quickly when you need it most. Please review the PDF attached to this proposal for additional details on our Managed Services offering and inquire with our staff for a proposal on this transition.*

### Incident Response

In the event of a cyber incident, large scale outage or data breach, the response and resolution of the incident may be invoiced separately from this agreement. In such an event the response will be logged and recorded in Applied Connective support systems at the rate of \$450/hr for cyber incidents and data breaches and in a disaster recovery scenario \$275/hr for all work performed.

A large scale outage is any event that impacts the entire organization / multiple users and when a disaster recovery type plan is initiated (ie, restoring a server from a backup, implementation of loaner equipment to augment or replace existing systems, etc.) or sudden, unexpected events that can't be controlled or predicted such as fire, water, lightning damage, etc.

A cyber incident is an event that violates security policy and could jeopardize the confidentiality, integrity, or availability of digital information, data or information systems. This includes unauthorized access or attempted access to a system.

In general, types of activity that are commonly recognized as being breaches of typical security policy are:

- Unusual behavior from privileged user accounts or privilege escalation attacks.
- Unauthorized use or access of systems used for the processing or storing of data, email communications and other systems containing PII.
- Changes to a systems firmware, software or hardware without consent or acknowledgement.
- Malicious disruption and/or DOS (denial of service) type attacks.
- Man-in-the-middle and reverse proxy type attacks.

### Contract Term

The term of this agreement shall be for a period of 12 months (the "Term"). This agreement shall automatically renew on an annual term unless either party submits written notice of their intent to terminate this agreement. Notice of termination should be provided 60 days in advance of renewal date.



### Managed Services

Description	Recurring	Qty	Ext. Recurring
MSP IT Premium Managed Services - Administrative and Account Management	\$150.00	1	\$150.00
MSP IT Premium Managed Network Plan	\$150.00	1	\$150.00
MSP IT Premium Managed Server Plan	\$125.00	2	\$250.00
MSP IT Premium Managed User Plan	\$75.00	15	\$1,125.00
	Monthly Subtotal:		\$1,675.00



## Premium Managed IT Services



Prepared by:  
**Albion**  
 Tony Kresha  
 (402) 563-4224  
 tkresha@appliedconnective.com

Prepared for:  
**City of David City**  
 490 E Street  
 PO Box 191  
 David City, NE 68632  
 Tami Comte  
 (402) 367-3135  
 tcomte@davidcityne.com

Quote Information:  
**Quote #: 014976**  
  
 Version: 1  
 Delivery Date: 01/31/2024  
 Expiration Date: 03/01/2024

### Monthly Recurring Summary

Description	Amount
Managed Services	\$1,675.00
<b>Monthly Total:</b>	<b>\$1,675.00</b>

#### Acceptance and Incorporation by Reference

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between Applied Connective Technologies (sometimes referred to as "we," "us," "our," or "Provider"), and the customer found on the signature block at the end of this Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date both parties have signed below (the "Effective Date."). Both Provider and Client are sometimes referred to individually as a "Party", or together as the "Parties". Any capitalized terms in this Order not directly defined are referred to in the applicable document identified on Exhibit A of this Order. If there is a conflict between this Order, the Master Services Agreement, any Service Attachment, or Exhibit, this Order will control.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). This Order supersedes all prior negotiations, proposals, orders, agreements and communications between the parties regarding Provider's Services.

The terms and conditions identified on Exhibit A are subject to change at Provider's discretion. You should review these documents periodically and prior to entering into a new Order. Client may access the current version of the terms and conditions at any time by visiting <http://appliedconnective.com/legal>.

The parties, acting through their authorized officers, hereby execute this Agreement.

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date.

By signing below, Client acknowledges, represents, and warrants that it has read and agree to the terms and conditions in the following documents, which are incorporated herein by reference and can be found at Exhibit A.



Albion

Signature: \_\_\_\_\_  
Name: Tony Kresha  
Title: IT Project Engineer  
Date: 01/31/2024

City of David City

Signature: *Tami Comte*  
Name: Tami Comte  
Date: 2-15-24





**Exhibit A**

<b>Agreement</b>	<b>Description</b>
<u>All Legal Terms and Conditions</u>	All Legal Terms and Conditions
<u>Master Services Agreement</u>	General terms and conditions applicable to all Provider products and services.
<u>Service Attachment for Managed Services</u>	Core managed services including monitoring, remote management, and help-desk.
<u>Service Attachment for Managed Security Services</u>	Advanced cyber-security services including SOC, EDR and SIEM.
<u>Service Attachment for Backup and Disaster Recovery Services</u>	Managed backup and disaster recovery services including local, cloud, and third-party backups.
<u>Service Attachment for Cloud Services</u>	Cloud and hosting services including Microsoft 365.
<u>Service Attachment for Voice-Over Internet Protocol</u>	Managed unified communication services including voice over IP.
<u>Service Attachment for Managed Surveillance Services</u>	Video surveillance services including installation and monitoring of cameras.
<u>Schedule of Third-Party Services</u>	Notice of third-party service providers and waiver of claims.
<u>Data Processing Agreement</u>	Data security and privacy agreement including statutorily required terms.
<u>Service Level Objectives</u>	Targeted response times by tier of severity.



City Council Proceedings

February 14, 2024

Page #46

Council member Bruce Meysenburg made a motion to approve selling parcel #120002891, David City Lot 5, Block 2, Litty's 2nd Addition for \$23,433.34. Council Member Jim Angell seconded the motion. The motion carried.

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

Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Council member Keith Marvin made a motion to recess the City Council meeting at 8:09 p.m. 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

Mayor Jessica Miller reconvened the Council meeting at 8:10 p.m.

Council member Keith Marvin made a motion to enter into closed session to discuss litigation. 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

Mayor Jessica Miller stated, "Now, at 8:10 p.m., we are going into closed session to discuss litigation. Mayor Jessica Miller, all of the Council members, City Attorneys David Levy and Spencer Hosch, and Interim City Administrator Tami Comte went into closed session at 8:10 p.m.

Council member Bruce Meysenburg made a motion to reconvene in open session at 8:31 p.m. 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

Council member Keith Marvin made a motion to accept the counteroffer to the severance agreement with Dana Trowbridge contingent upon signing the offer by 5 p.m. on Friday, February 16, 2024. 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

Council member Bruce Meysenburg made a motion to adjourn. Council Member Pat Meysenburg seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 8:32 p.m.

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  
February 14, 2024

I, Tami Comte, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of February 14, 2024; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

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Tami Comte, City Clerk