

CITY COUNCIL PROCEEDINGS
August 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 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, Jim Angell, Keith Marvin, City Attorney Spencer Hosch, and Interim City Administrator/City Clerk Tami Comte. Council member Tom Kobus was absent.

Also present for the meeting were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Marlene Hein, Jan & Dan Sypal, John Dillsaver with Western Oil, II, Nick & Chelsea Sypal, Mary & Bryon Forney, Jerry Abel, Steve Barlean and Greg Fiala.

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, they must state their name and address for the record.

Council member Jim Angell made a motion to approve the minutes of the July 24, 2024 Council meeting as presented. 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

Council member Keith Marvin made a motion to approve the claim of Marvin Planning Consultants as presented. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Abstain (With Conflict), Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 1, 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: 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 approve the committee and officer reports as presented. 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

Council member Kevin Woita made a motion to pass and adopt Resolution No. 22-2024 appointing Tyson D. P. Wren as a full-time police officer. 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

RESOLUTION NO. 22-2024

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

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

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

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

WHEREAS, the Mayor has nominated Tyson Wren to serve as a police officer.

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

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

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

PASSED AND ADOPTED THIS 14TH DAY OF AUGUST, 2024.

MAYOR JESSICA MILLER

ATTEST:

CITY CLERK TAMI COMTE

Council member Keith Marvin made a motion to approve Certificate of Payment #17 in the amount of \$466,186.85 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: Absent, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

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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.:	17	Application Date:	8/1/2024
Application Period:	From 7/1/2024	to	8/1/2024

1. Original Contract Price	\$ 10,562,772.00
2. Net change by Change Orders	\$ 254,291.51
3. Current Contract Price (Line 1 + Line 2)	\$ 10,817,063.51
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 6,258,524.73
5. Retainage	
a. 5% X \$ 4,333,183.51 Work Completed =	\$ 216,659.18
b. 5% X \$ 1,925,341.22 Stored Materials =	\$ 96,267.06
c. Total Retainage (Line 5.a + Line 5.b)	\$ 312,926.24
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 5,945,598.49
7. Less previous payments (Line 6 from prior application)	\$ 5,479,411.64
8. Amount due this application	\$ 466,186.85
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 4,871,465.02

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

Contractor: James Sulzbach - Project Manager Velocity Constructors
Signature: _____ **Date:** _____

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: Project Engineer	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.:	17	Application Period:	From	07/01/24	to	08/01/24	Application Date:	08/01/24
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A	B	C	D		F	G	H	I
			(D + E) From Previous Application (\$)	This Period (\$)				
Item No.	Description	Scheduled Value (\$)			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) (\$)

Original Contract

BASE BID GROUP A - General Water Plant Improvements¹

B-1.01	Mobilization	1,030,293.00	1,030,293.00	-		1,030,293.00	100%	-
B-1.02	Bonding and Insurance	66,647.00	66,647.00	-		66,647.00	100%	-
B-1.03	Aerator Rehabilitation and Cleaning	114,481.00	2,000.00	-		2,000.00	2%	112,481.00
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	695,000.00	150,000.00	200,894.59	1,045,894.59	57%	794,146.41
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	65,000.00	-		65,000.00	72%	25,500.00
B-1.08	Building Improvements (Doors/Windows)	80,036.00	37,000.00	-	40,000.00	77,000.00	96%	3,036.00
B-1.09	Building Improvements (Interior Painting)	523,405.00	47,000.00	-		47,000.00	9%	476,405.00
B-1.10	First Floor Roof Membrane Replacement	174,179.00	2,000.00	140,000.00		142,000.00	82%	32,179.00
B-1.11	Skylight Replacement	48,568.00	2,000.00	3,000.00	24,882.00	29,882.00	62%	18,686.00
B-1.12	HVAC Improvements	148,128.00	2,000.00	-		2,000.00	1%	146,128.00
B-1.13	Plumbing Improvements	92,021.00	23,000.00	-		23,000.00	25%	69,021.00
B-1.14	Lab Improvements	21,099.00	2,000.00	-	18,159.93	20,159.93	96%	939.07
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	2,000.00	10,000.00		12,000.00	20%	46,690.00
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	85,000.00	35,000.00	15,000.00	135,000.00	91%	13,846.00
B-1.19	Exterior Piping Improvements	338,959.00	133,000.00	-	192,731.59	325,731.59	96%	13,227.41
B-1.20	Seeding, Fertilizer and Mulch	6,610.00	-	-		-	0%	6,610.00
B-1.21	Erosion Control	5,751.00	5,751.00	-		5,751.00	100%	-

BASE BID GROUP B - Gravity Filter System Improvements¹

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	173,000.00	10,000.00	474,573.81	657,573.81	95%	35,558.19
B-1.23	Gravity Filter Equipment Installation	45,979.00	34,000.00	5,000.00	-	39,000.00	85%	6,979.00
B-1.24	Electrical	25,200.00	12,000.00	4,000.00	5,000.00	21,000.00	83%	4,200.00

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.:	17	Application Period: From	07/01/24 to 08/01/24 Application Date: 08/01/24					
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 (\$)				
BASE BID GROUP C - Reverse Osmosis¹								
B-1.25	CCRO and CIP Tank Skids (Equipment Only)	2,126,760.00	2,000.00	-	200,291.25	202,291.25	10%	1,924,468.75
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	232,026.00	-	13,900.00	245,926.00	100%	-
B-1.29	New Existing Maintenance Facility Floor Pavement	3,174.00	3,000.00	174.00	-	3,174.00	100%	-
B-1.30	New Existing Maintenance Facility Roof	28,709.00	21,000.00	7,709.00	-	28,709.00	100%	-
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	5,000.00	-	-	5,000.00	57%	3,791.00
B-1.33	Single Girder Bridge Crane & Hoist (Equipment Only)	20,361.00	11,000.00	9,361.00	-	20,361.00	100%	-
B-1.34	Single Girder Bridge Crane & Hoist (Installation)	12,387.00	9,000.00	3,387.00	-	12,387.00	100%	-
B-1.35	Below Grade CCRO Skid Piping, Complete	57,740.00	57,740.00	-	-	57,740.00	100%	-
B-1.36	Above Grade CCRO & CIP Skid Piping, Complete	129,743.00	2,000.00	25,000.00	67,615.54	94,615.54	73%	35,127.46
B-1.37	Electrical	10,080.00	5,000.00	1,000.00	2,000.00	8,000.00	79%	2,080.00
BASE BID GROUP D - Intermediate Clearwell¹								
B-1.38	Intermediate Clearwell Structural Concrete	170,506.00	150,506.00	-	20,000.00	170,506.00	100%	-
B-1.39	Clearwell Hatches	15,613.00	2,000.00	13,613.00	-	15,613.00	100%	-
B-1.40	Vertical Turbine Pumps	113,608.00	12,000.00	-	85,940.88	97,940.88	86%	15,667.12
B-1.41	Degassifier (Equipment Only)	112,153.00	112,153.00	-	-	112,153.00	100%	-
B-1.42	Degassifier (Installation)	6,407.00	-	5,000.00	-	5,000.00	78%	1,407.00
B-1.43	Pump Building, Block Construction	116,781.00	111,781.00	-	5,000.00	116,781.00	100%	-
B-1.44	Stairs and Miscellaneous Metals	4,603.00	2,000.00	-	2,000.00	4,000.00	87%	603.00
B-1.45	Clearwell Ladders	4,749.00	-	1,749.00	3,000.00	4,749.00	100%	-
B-1.46	Fluid Applied Exterior Membrane	103,757.00	103,757.00	-	-	103,757.00	100%	-
B-1.47	Intermediate Clearwell Piping, Fittings, Valves, Meters, Complete	77,335.00	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	-	2,000.00	3,000.00	68%	1,398.00
B-1.49	Electrical	50,400.00	13,000.00	20,000.00	10,000.00	43,000.00	85%	7,400.00

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.:	17	Application Period:	From	07/01/24	to	08/01/24	Application Date:	08/01/24
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A	B	C	D		F	G	H	I
			(D + E) From Previous Application (\$)	This Period (\$)				
Item No.	Description	Scheduled Value (\$)			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) (\$)
BASE BID GROUP E - Chemical Feed System Improvements¹								
B-1.50	Chemical Feed System Improvements	149,305.00	17,000.00	-	113,869.00	130,869.00	88%	18,436.00
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
BASE BID GROUP F - Backwash Improvements¹								
B-1.53	Backwash Waste Pump and Piping Improvements, Complete	161,971.00	13,000.00	-	54,553.19	67,553.19	42%	94,417.81
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	-	69,409.93	71,409.93	69%	31,890.07
B-1.57	Electrical/Generator	252,000.00	118,000.00	7,000.00	122,859.90	247,859.90	98%	4,140.10
Bid Alternate #1								
BA1-1	Gravity Filter Effluent Valve Replacement ¹	220,730.00	162,000.00	8,730.00	50,000.00	220,730.00	100%	-
Bid Alternate #2								
BA2-1	Demolish Existing Upflow Clarifier Unit, Complete ¹	113,190.00			23,000.00	23,000.00	20%	90,190.00
Original Contract Totals:		\$ 10,343,448.00	\$ 3,664,947.00	\$ 459,723.00	\$ 1,925,341.22	\$ 6,050,011.22	40.43	\$ 4,293,436.78
Change Orders								
CO-1	12" Underslab Pipe	54,560.00	54,560.00	-		54,560.00	100%	-
CO-2	Misc	84,742.51	84,742.51			84,742.51	100%	-
CO-3	Misc	114,989.00	38,211.00	31,000.00		69,211.00	60%	45,778.00
Change Order Totals:		\$ 254,291.51	\$ 177,513.51	\$ 31,000.00	\$ -	\$ 208,513.51	82%	\$ 45,778.00
Original Contract and Change Orders								
Project Totals:		\$ 10,597,739.51	\$ 3,842,460.51	\$ 490,723.00	\$ 1,925,341.22	\$ 6,258,524.73	59%	\$ 4,339,214.78

¹ 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. D811686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D811686		

Application No.: 17 Application Period: From 07/01/24 to 08/01/24 Application Date: 08/01/24

A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Contract Information				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) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Original Contract												
Base Bid ¹												
B-2	Install Aggregate Surfacing	358.00	TONS	42.50	15,215.00		-		-	0%	15,215.00	
B-3	Final Clearwell Roof Slab Rehabilitation	100.00	SF	140.30	14,030.00		-		-	0%	14,030.00	
Bid Alternate #3												
BA3-1	Install 6" Concrete Pavement ¹	1,324.00	SY	143.56	190,079.00		-		-	0%	190,079.00	
Original Contract Totals					\$	219,324.00		\$ -	\$ -	\$ -	0%	\$ 219,324.00
Original Contract and Change Orders												
Project Totals					\$	219,324.00		\$ -	\$ -	\$ -	0%	\$ 219,324.00

¹ Sales Tax for Materials & Equipment Included

Stored Materials Summary

Contractor's Application for Payment

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

Application No.: 17 Application Period: From 07/01/24 to 08/01/24 Application Date: 08/01/24

A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work		Materials Remaining in Storage (I - L)	
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)		Total Amount Incorporated in the Work (J + K) (\$)
B-1.19	5894091		Yard Pipe	On Site	3	36,399.00	-	36,399.00	36,399.00	-	36,399.00	-
B-1.19	5893108		Yard Pipe	On Site	4	3,033.85	-	3,033.85				3,033.85
B-1.19	5835976		Yard Pipe	On Site	4	4,484.62	-	4,484.62				4,484.62
B-1.19	835125		Yard Pipe	On Site	4	6,039.99	-	6,039.99				6,039.99
B-1.19	806907		Yard Pipe	On Site	4	23,979.17	-	23,979.17				23,979.17
B-1.19	5897709		Yard Pipe	On Site	4	29,725.95	-	29,725.95				29,725.95
B-1.29 & 38			Rebar	On Site	4	33,900.00	-	33,900.00	33,900.00	-	33,900.00	-
B-1.19	7341554		Yard Pipe	On Site	5	370.34	-	370.34				370.34
B-1.19	7203897		Yard Pipe	On Site	5	520.82	-	520.82				520.82
B-1.19	7063762		Yard Pipe	On Site	5	1,012.90	-	1,012.90				1,012.90
B-1.24,37,49,52,57	Pay App 2		Electrical Fittings	On Site	5	30,708.14	-	30,708.14				30,708.14
B1.56	0902556-IN		Electric Pumps	On Site	6	26,934.00	-	26,934.00				26,934.00
B1.47	34604		Mellen Valves PIV	On Site	7	27,865.08	-	27,865.08				27,865.08
B1.43	26123		Misc Metals Decking	On Site	7	5,000.00	-	5,000.00				5,000.00
B-1.57	13 Invoices		Electrical	On Site	7	112,151.76	-	112,151.76				112,151.76
B-1.22	92500		Westech	Submittals	7	22,224.99	-	22,224.99				22,224.99
B1.31	228627		Overhead Doors	On Site	8	17,000.00	-	17,000.00				17,000.00
B-1.19	8 Invoices		Yard Pipe	On Site	9	15,646.65	-	15,646.65				15,646.65
B-1.47	Mellen		Air Vac	On Site	9	3,442.69	-	3,442.69				3,442.69
B-1.53	1 Invoice		Inside Pipe	On Site	9	23,997.39	-	23,997.39				23,997.39
B-1.17	1897108		Lang Fence	On Site	9	21,500.00	-	21,500.00				21,500.00
B-1.40			Vertical Turbine Pumps	On Site	10	85,940.88	-	85,940.88	85,940.88		85,940.88	-
B-1.05	HOA		Electrical HOA	Pictures	10	143,348.80	-	143,348.80				143,348.80
B-1.22	Mellen		Gate Valves	On Site	10	20,930.00	-	20,930.00				20,930.00
B-1.47	C&M		Clearwell Pipe	On Site	10	6,053.55	-	6,053.55		6,053.55	6,053.55	-
B-1.22	Vesco		Blower	On Site	11	50,000.00	-	50,000.00				50,000.00
B-1.25	Gurney		Split Case Pump	On Site	11	18,227.00	-	18,227.00				18,227.00
B1.47	8 Invoices		Piping	On Site	11	29,798.29	-	29,798.29				29,798.29
B-1.50	Gurney		Chem Feed	On Site	12	113,869.00	-	113,869.00				113,869.00
B-1.22	Westech		Troughs	On Site	12	103,664.94	-	103,664.94	50,000.00		50,000.00	53,664.94
B-1.56	Mellen		Valves	On Site	12	7,651.85	-	7,651.85				7,651.85
B-1.56	3 Invoice		Inside Piping	Orsite	12	34,824.08	-	34,824.08				34,824.08
B-1.22	94231		Filter Rehab - Westech	Orsite	13	187,247.48	-	187,247.48				187,247.48
B-1.22	35372		Mellen - Valves	Orsite	13	90,506.40	-	90,506.40				90,506.40
B-1.19	35489		Mellen - Valves	Orsite	13	24,828.20	-	24,828.20				24,828.20
B-1.19	35608		Mellen - Valves	Orsite	13	44,019.10	-	44,019.10				44,019.10
B-1.36	10 Inv		Core and Main - Piping	Orsite	13	39,821.77	-	39,821.77				39,821.77
B-1.11	Pay App 1		Skylight	Orsite	14	24,882.00	-	24,882.00				24,882.00
B1.18,44,45,48,8A2-1	Pay App		Misc Metals Decking	Orsite	14	45,000.00	-	45,000.00				45,000.00
B41-1	35785		Valves	Orsite	14	50,000.00	-	50,000.00				50,000.00
B-1.19	O 438085		RCP	Orsite	14	2,671.00	-	2,671.00				2,671.00
B-1.36	1050028		Piping	Orsite	14	6,933.75	-	6,933.75				6,933.75
B-1.05	11766		Enclosures	Orsite	14	13,819.66	-	13,819.66				13,819.66
B-1.53	2212-15350		Valves	Orsite	14	30,555.80	-	30,555.80				30,555.80

Stored Materials Summary										Contractor's Application for Payment				
Owner: City of David City										Owner's Project No.:				
Engineer: JEO Consulting Group, Inc.										Engineer's Project No.: 202024.00				
Contractor: Velocity Constructors Inc.										Contractor's Project No.:				
Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686														
Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686														
Application No.: 17		Application Period: From 07/01/24 to 08/01/24				Application Date: 08/01/24								
A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	G Materials Stored		H Incorporated in Work			M Materials Remaining in Storage (I - L) (\$)			
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)		Total Amount Incorporated in the Work (J + K) (\$)		
B-1.08	Pay App		Misc Metals Decking	Onsite	14	40,000.00	-	40,000.00			-	40,000.00		
B-1.36			Check Valves	Onsite	15	15,817.55		15,817.55			-	15,817.55		
B-1.25			HO Submittal	Submittals	15	182,064.25		182,064.25			-	182,064.25		
B-1.14			Plastic Cabinets	Onsite	15	18,159.93		18,159.93			-	18,159.93		
B1.36			Check Valves	Onsite	16	15,817.55		15,817.55			-	15,817.55		
B1.05	2 Invoices		Programming	Onsite	16	42,045.13		42,045.13			-	42,045.13		
B1.36	3 Invoice		Piping	Onsite	16	5,042.47		5,042.47			-	5,042.47		
								-			-	-		
								-			-	-		
								-			-	-		
Totals						\$ 1,939,378.77	\$ -	\$ 1,939,378.77	\$ 70,299.00	\$ 141,994.43	\$ 212,293.43	\$ 1,727,085.34		

Council member Bruce Meysenburg made a motion to approve Pay Estimate #5 in the amount of \$748,085.01 to BRB Contractors, Inc. for the Wastewater Treatment Plant Improvement Project. 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



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

August 9, 2024

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

CITY OF DAVID CITY, NEBRASKA
WASTEWATER TREATMENT PLANT IMPROVEMENTS
PARTIAL PAYMENT APPLICATION NO. 5

Enclosed is a copy of Partial Payment Application No. 5 submitted by BRB Contractors Inc. for the Wastewater Treatment Plant Improvement project. Partial Payment Application No. 5 is in the amount of \$748,51.01.

Veenstra and Kimm, Inc. has reviewed Partial Payment Application No. 5 and would recommend its approval and payment.

Partial Payment Application No. 5 covers work completed during the month of July 2024. A significant portion of the work during the month of July focused on the new SBR structures. During the month of July BRB Contractors Inc. completed some work on the influent pump station and headworks building. The payment application for work in July incorporates additional materials stored. During the month of July a number of additional equipment items were delivered to the project site and payments were required under the procurement contracts for the equipment.

During the month of August work will continue on the SRB basins, the headworks, and influent pump station.

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

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'H. R. Veenstra Jr.', is written over a faint, larger version of the signature.

H. R. Veenstra Jr.

HRVJr:mmc
6475
Enclosure

Contractor's Application for Payment No.		5
	Application Period: Through 7/24/2024	Application Date: 7/24/2024
To (Owner): David City, NE	From (Contractor): BRB Contractors, Inc	Via (General Contractor):
Project: David City WWTP Facility Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No.: NE3DAV	Engineer's Project No.: 6475


**Application For Payment
 Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		


1. ORIGINAL CONTRACT PRICE.....	\$	\$16,882,080.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 + 2a-2b).....	\$	\$16,882,080.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$3,649,653.60
5. RETAINAGE:		
a. 5% X \$1,835,695.00 Work Completed.....	\$	\$91,784.80
b. 5% X \$1,813,957.60 Stored Material.....	\$	\$90,697.88
c. Total Retainage (Line 5a + Line 5b).....	\$	\$182,482.68
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$3,467,170.92
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$2,719,685.91
8. AMOUNT DUE THIS APPLICATION.....	\$	\$748,085.01
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$13,414,829.08

Contractor's Certification

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

By:  Date: 7/24/24
 Josh Kling
 Project Manager
 BRB Contractors, Inc.

Payment of: \$ 748,085.01
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  August 13, 2024
 (Engineer) (Date)

Payment of: \$ 748,085.01
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

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

Application Period: Through 6/25/2024			Application Date: 7/24/2024						
A	B	C	D	E	F	G	H	I	J
Cost Code	Description	Original Contract Amount	Approved Change Order Amount	Current Contract Amount (C+D)	From Previous Application	Completed This Period	Materials Stored (Not in F or G)	Total Completed and Stored to Date (F+G+H)	% Cmpl
GENERAL SITEWORK									
	Mobility	\$ 750,000.00		\$ 750,000.00	\$750,000.00			\$750,000.00	100.0%
	Bonds and Insurance	\$ 180,000.00		\$ 180,000.00	\$174,496.00			\$174,496.00	96.9%
	SWPP Items	\$ 25,000.00		\$ 25,000.00	\$15,000.00	\$1,000.00		\$16,000.00	64.0%
	Site Clearing	\$ 30,000.00		\$ 30,000.00		\$30,000.00		\$30,000.00	100.0%
	12" & 16" Force Main Piping	\$ 300,000.00		\$ 300,000.00			\$199,592.28	\$199,592.28	66.5%
	Other Piping	\$ 1,000,000.00		\$ 1,000,000.00	\$46,000.00	\$15,000.00	\$434,325.40	\$495,325.40	45.1%
	Precast Manholes	\$ 65,000.00		\$ 65,000.00					
	Instrumentation & Control	\$ 80,000.00		\$ 80,000.00					
	Electrical/Generator Work	\$ 125,000.00		\$ 125,000.00	\$17,000.00			\$17,000.00	13.6%
									#D/M/OI
HEADWORKS BUILDING									
	Excavation & Backfill	\$ 180,000.00		\$ 180,000.00		\$80,000.00		\$80,000.00	40.0%
	Concrete Base Structure	\$ 500,000.00		\$ 500,000.00					
	Concrete Walls Structure	\$ 1,207,000.00		\$ 1,207,000.00					
	Concrete Floor/Deck Structure	\$ 350,000.00		\$ 350,000.00					
	Misc. Metals Furnish/Install	\$ 80,000.00		\$ 80,000.00			\$16,675.00	\$16,675.00	33.4%
	Masonry Above Structure	\$ 225,000.00		\$ 225,000.00					
	Doors & Windows Furnish/Install	\$ 65,000.00		\$ 65,000.00					
	Roof Trusses Furnish/Install	\$ 45,000.00		\$ 45,000.00					
	Standing Seam Roof & Sheathing	\$ 100,000.00		\$ 100,000.00					
	Slide Gates Furnish/Install	\$ 100,000.00		\$ 100,000.00					
	Bar Screen Furnish/Install	\$ 200,000.00		\$ 200,000.00					
	Grit Equipment Furnish/Install	\$ 1,300,000.00		\$ 1,300,000.00					
	Paneling Frame	\$ 10,000.00		\$ 10,000.00					
	Indoor Signifier	\$ 20,000.00		\$ 20,000.00					
	Painting Structure	\$ 40,000.00		\$ 40,000.00					
	Instrumentation & Control Work	\$ 950,000.00		\$ 950,000.00					
	Mechanical Work	\$ 270,000.00		\$ 270,000.00					
	Electrical Work	\$ 700,000.00		\$ 700,000.00			\$10,000.00	\$10,000.00	1.4%
									#D/M/OI
AGP FLUME NO. 20									
	Excavation & Backfill	\$ 15,000.00		\$ 15,000.00					
	Concrete Base	\$ 20,000.00		\$ 20,000.00					
	Concrete Walls	\$ 42,000.00		\$ 42,000.00					
	Misc. Metals Furnish/Install	\$ 10,000.00		\$ 10,000.00					
	Equipment Frame Furnish/Install	\$ 15,000.00		\$ 15,000.00					
									#D/M/OI
INFLUENT PUMP STATION									
	Excavation & Backfill	\$ 180,000.00		\$ 180,000.00		\$25,000.00		\$25,000.00	15.6%
	Concrete Base	\$ 60,000.00		\$ 60,000.00					
	Concrete Walls	\$ 327,000.00		\$ 327,000.00					
	Concrete Roof	\$ 100,000.00		\$ 100,000.00					
	Misc. Metals Furnish/Install	\$ 60,000.00		\$ 60,000.00					
	Furnish & Install Pumps	\$ 525,000.00		\$ 525,000.00					
	Furnish & Install Job Crane & Foundation	\$ 50,000.00		\$ 50,000.00			\$15,750.00	\$15,750.00	31.0%
	Painting Work	\$ 35,000.00		\$ 35,000.00					
	Electrical Work	\$ 60,000.00		\$ 60,000.00		\$2,000.00	\$6,633.43	\$8,633.43	17.3%
									#D/M/OI
NEW SBR STRUCTURE									
	Excavation & Backfill	\$ 360,000.00		\$ 360,000.00	\$245,000.00			\$245,000.00	70.0%

Installation/Removal Sheet Pile Wall	\$ 200,000.00	\$ 200,000.00						
SRR Concrete Base Sections	\$ 520,000.00	\$ 520,000.00		\$100,000.00	\$32,701.25	\$382,701.25		73.6%
SRR Concrete Wall Sections	\$ 1,261,000.00	\$ 1,261,000.00		\$68,000.00	\$769,194.74	\$327,194.74		25.9%
SRR Basin Equipment Aeration	\$ 1,000,000.00	\$ 1,000,000.00			\$200,000.00	\$300,000.00		30.0%
SRR Basin Equipment Purge	\$ 50,000.00	\$ 50,000.00			\$15,000.00	\$15,000.00		30.0%
Misc. Metals Furnish/Install	\$ 40,000.00	\$ 40,000.00			\$12,500.00	\$12,500.00		31.3%
Painting/Work	\$ 15,000.00	\$ 15,000.00						
Electrical Work	\$ 50,000.00	\$ 50,000.00	\$15,000.00	\$8,000.00	\$5,000.00	\$28,000.00		56.0%
								#DIV/0!
LOWER BUILDING MODIFICATIONS								#DIV/0!
Concrete Floor/Wall Demolition	\$ 15,000.00	\$ 15,000.00						
Excavation & Backfill	\$ 15,000.00	\$ 15,000.00						
New Concrete Floor and Blower Bases	\$ 35,000.00	\$ 35,000.00						
New Masonry/Wall/Block, Infil	\$ 7,500.00	\$ 7,500.00						
Furnish & Install Doors	\$ 7,500.00	\$ 7,500.00						
Furnish & install New/Existing SRR Blowers	\$ 400,000.00	\$ 400,000.00			\$120,000.00	\$120,000.00		30.0%
Painting/Work	\$ 20,000.00	\$ 20,000.00						
Instrumentation & Control Work	\$ 150,000.00	\$ 150,000.00			\$34,000.50	\$34,000.00		22.7%
Electrical Work	\$ 100,000.00	\$ 100,000.00	\$17,000.00	\$6,000.00	\$5,000.00	\$30,200.00		30.2%
								#DIV/0!
EXISTING SRR BASIN MODIFICATIONS								#DIV/0!
Remove Existing DE Galleries & Piping	\$ 50,000.00	\$ 50,000.00						
Painting SRR Basin Equipment Aeration	\$ 1,000,000.00	\$ 1,000,000.00			\$300,000.00	\$300,000.00		30.0%
Existing SRR Basin Equipment Purge	\$ 50,000.00	\$ 50,000.00			\$15,000.00	\$15,000.00		30.0%
Misc. Metals Furnish/Install	\$ 40,000.00	\$ 40,000.00			\$12,500.00	\$12,500.00		31.3%
Construct New SRR Sulfur Box	\$ 174,000.00	\$ 174,000.00						
Painting/Work	\$ 20,000.00	\$ 20,000.00						
Electrical Work	\$ 50,000.00	\$ 50,000.00						
								#DIV/0!
STORAGE BUILDING								#DIV/0!
Excavation & Backfill	\$ 35,000.00	\$ 35,000.00						
Buildout Drainage Piping & Oil Separator	\$ 40,000.00	\$ 40,000.00						
Concrete Foundations	\$ 40,000.00	\$ 40,000.00						
Concrete Floor	\$ 68,000.00	\$ 68,000.00						
New Building Walls and Roof	\$ 270,000.00	\$ 270,000.00						
Doors & Windows	\$ 40,000.00	\$ 40,000.00						
Painting/Work	\$ 30,000.00	\$ 30,000.00						
Electrical Work	\$ 75,000.00	\$ 75,000.00			\$10,000.00	\$10,000.00		13.3%
								#DIV/0!
DEMO EXISTING HEADWORKS BUILDING								#DIV/0!
Demolition of Existing Building/Complete	\$ 30,000.00	\$ 30,000.00						
								#DIV/0!
CLOSEOUT								#DIV/0!
Site Grading	\$ 25,000.00	\$ 25,000.00						
SRR Storage Building Sidewalks	\$ 25,000.00	\$ 25,000.00						
Concrete Paving	\$ 20,000.00	\$ 20,000.00						
Seeding & Mulch	\$ 15,000.00	\$ 15,000.00						
Crushed Rock Surfacing/Roads	\$ 80,000.00	\$ 80,000.00						
Fence & Gate System	\$ 30,000.00	\$ 30,000.00						
Totals	\$16,882,000.00	\$16,882,000.00	\$1,279,000.00	\$557,000.00	\$1,613,607.00	\$3,646,613.00		#DIV/0!

FERGUSON
WATERWORKS
 1820 N. WILLOW AVE
 BROKEN ARROW, OK 74012-9169

Please contact with Questions: 918-459-9536

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0759894	\$198,398.87	36419	1 of 2

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FEL-WW BROKEN ARROW #1895
 P.O.BOX 847411
 DALLAS, TX 75284-7411

MASTER ACCOUNT NUMBER: 183396

SHIP TO:

BRB CONTRACTORS INC
 3805 NW 25TH ST
 DAVID CITY WWTP IMPROVEME
 (PLANT DIVISION)
 TOPEKA, KS 66618


BRB CONTRACTORS INC
 3461 M RD
 DAVID CITY WWTP IMPROVEMENTS
 DAVID CITY, NE 68632

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
2923	2923	NE138	R009	BH	DAVID CITY WWTP IMPROVEME	07/18/24	54537
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
60	60	AFT52P16	Thank you for your business!! 16 CL52 CL DI FASTITE PIPE Sequence #: 29 Cust Desc : 16" CL52 FASTITE DUCTILE IRON PIPE - CMLIAC	93.970	FT	5638.20	
60	60	AFT52P16	16 CL52 CL DI FASTITE PIPE Sequence #: 39 Cust Desc : 16" CL52 FASTITE DUCTILE IRON PIPE - CMLIAC	93.970	FT	5638.20	
1800	1800	AFT52P16	16 CL52 CL DI FASTITE PIPE Sequence #: 42 Cust Desc : 16" CL52 FASTITE DUCTILE IRON PIPE - CMLIAC	93.970	FT	169146.00	
1760	0	AFT52P12	12 CL52 CL DI FASTITE PIPE Sequence #: 56 Cust Desc : 12" CL52 FASTITE DUCTILE IRON PIPE - CMLIAC		FT	0.00	
60	0	AFT52P16	16 CL52 CL DI FASTITE PIPE Sequence #: 81 Cust Desc : 16" CL52 FASTITE DUCTILE IRON PIPE - CMLIAC		FT	0.00	
200	0	AFT52P16	16 CL52 CL DI FASTITE PIPE Sequence #: 86 Cust Desc : 16" CL52 FASTITE DUCTILE IRON PIPE - CMLIAC		FT	0.00	
20	0	AFT52P16	16 CL52 CL DI FASTITE PIPE Sequence #: 471 Cust Desc : 16" CL52 FASTITE DUCTILE IRON PIPE - CMLIAC		FT	0.00	
20	0	AFT52P12	12 CL52 CL DI FASTITE PIPE Sequence #: 490 Cust Desc : 12" CL52 FASTITE DUCTILE IRON PIPE - CMLIAC		FT	0.00	
40	44	AFT52P16	16 CL52 CL DI FASTITE PIPE Sequence #: 657 Cust Desc : 16" CL52 FASTITE DUCTILE IRON PIPE	93.970	FT	4134.68	
TERMS: NET 10TH PROX				ORIGINAL INVOICE	TOTAL DUE	CONTINUED	

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0759894	\$198,398.87	36419	2 of 2

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			- UNLINED/AC			
			INVOICE SUB-TOTAL			184557.08
			TAX	David City		
<p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p>						
<p>Looking for a more convenient way to pay your bill?</p> <p>Log in to Ferguson.com and request access to Online Bill Pay.</p> 						
TERMS: NET 10TH PROX		ORIGINAL INVOICE		TOTAL DUE		\$198,398.87

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



INVOICE		
DATE	NUMBER	PAGE
7/8/2024	094711	1 of 1

B BRC101
 I BRB CONTRACTORS INC
 L PO BOX 750940
 L TOPEKA, KS 66675-0940
 T
 O

S DAVID CITY,NE WWTP IMPROVEMENT
 H C/O BRB CONTRACTORS, INC.
 I 3461 M ROAD
 P DAVID CITY, NE 68632
 T
 O

ATTENTION:

785-232-1245 APINVOICES@BRBCONTRACTORS.COM

CUSTOMER REF/PO #	JOB #	JOB TITLE	SLP	SHIPPING TYPE	TERMS
19851	0067845		CAS/CLS	SAIA	NET 30

QUANTITY		PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED
B/O	Ship				
1.00		VI1855	GATES/VALVES/FLUMES		
1.00		VI1855	11351 GRIT REMOVAL SYSTEM		
0.00	1	VI1855	PARTIAL, D-SWING CHECKS 1 - GA 4" 250-D SWING CHECK PER AWWAC-508, FLG CL125 HEAVY DUTY LEVER AND WEIGHT WITH AIR CUSHION - 14-130-0400 - AIS COMPLIANT 2 - GA 16" 250-D SWING CHECK PER AWWAC-508, FLG CL125 HEAVY DUTY LEVER AND WEIGHT WITH AIR CUSHION - 14-130-1600 - AIS COMPLIANT	\$116,428.37	\$116,428.37

This invoice is subject to and incorporates by reference Vessco Holdings's ("Vessco") Terms & Conditions and Customer Warranty available at www.vesscoholdings.com which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Vessco's website. *TERMS OF PAYMENT ARE NET 30 DAYS FROM DATE OF INVOICE *A 7% PER ANNUM SERVICE CHARGE SHALL BE APPLIED TO ANY BALANCE *CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE	SUBTOTAL:	\$ 116,428.37
	TAX:	\$ 0.00
	TOTAL:	\$ 116,428.37

8217 Upland Circle Chanhassen, MN 55317 - Phone: 952-941-2678 - Fax: 952-941-0796

www.Vessco.com

FERGUSON®
WATERWORKS
 1820 N. WILLOW AVE
 BROKEN ARROW, OK 74012-9169

Please contact with Questions: 918-459-9536

BRB CONTRACTORS INC.
 3805 NW 25TH ST
 DAVID CITY WWTP IMPROVEME
 (PLANT DIVISION)
 TOPEKA, KS 66618

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0755902-2	\$25,451.89	36419	1 of 1


**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FEL-WW BROKEN ARROW #1895
 P.O. BOX 847411
 DALLAS, TX 75284-7411

MASTER ACCOUNT NUMBER: 183396

SHIP TO:

BRB CONTRACTORS INC
 3461 M RD
 DAVID CITY WWTP IMPROVEMENTS
 DAVID CITY, NE 68632

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
2923	2923	NE138	R003	BH	DAVID CITY WWTP IMPROVEME	06/28/24	54392
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
240	241	AFT52P16	Thank you for your business!!! 16 CL52 CL DI FASTITE PIPE Sequence #: 133 Cust Desc : 16" CL52 FASTITE DUCTILE IRON PIPE - UNLINED/AC	93.970	FT	22646.77	
20	20	AFT52P10	10 CL52 CL DI FASTITE PIPE Sequence #: 143 Cust Desc : 10" CL52 FASTITE DUCTILE IRON PIPE - UNLINED/AC	51.470	FT	1029.40	
INVOICE SUB-TOTAL						23676.17	
TAX David City							
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Looking for a more convenient way to pay your bill? Log in to Ferguson.com and request access to Online Bill Pay.							

TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$25,451.89
-----------------------------	-------------------------	------------------	--------------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

Council member Kevin Woita made a motion to approve Application for Payment No. 2 in the amount of \$124,788.56 to Vrba Construction for the '2023 Campground Sanitary Sewer Extension Project. 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

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Contractor's Application for Payment

Owner: <u>City of David City</u>	Owner's Project No.: _____
Engineer: <u>JEO Consulting Group, Inc.</u>	Engineer's Project No.: <u>220784.00</u>
Contractor: <u>Vrba Construction, Inc.</u>	Contractor's Project No.: _____
Project: <u>2023 Campground Sanitary Sewer Extension</u>	
Contract: <u>2023 Campground Sanitary Sewer Extension</u>	
Application No.: <u>2</u>	Application Date: <u>7/30/2024</u>
Application Period: From <u>5/18/2024</u> to <u>7/30/2024</u>	

1. Original Contract Price	\$ 273,883.50
2. Net change by Change Orders	\$ (7,735.78)
3. Current Contract Price (Line 1 + Line 2)	\$ 266,147.72
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 263,007.72
5. Retainage	
a. 5% X \$ 263,007.72 Work Completed =	\$ 13,150.39
b. 5% X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 13,150.39
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 249,857.33
7. Less previous payments (Line 6 from prior application)	\$ 125,068.77
8. Amount due this application	\$ 124,788.56
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 16,290.39

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: Vrba Construction, Inc.

Signature: *Mel Moore* **Date:** 8/8/2024

Recommended by Engineer	Approved by Owner
By: <u><i>Raron D. Brauchair</i></u>	By: _____
Title: <u>Senior Proj Engr</u>	Title: _____
Date: <u>8/9/2024</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	220784.00
Contractor:	Vrba Construction, Inc.	Contractor's Project No.:	
Project:	2023 Campground Sanitary Sewer Extension		
Contract:	2023 Campground Sanitary Sewer Extension		

Application No.: 2 Application Period: From 05/18/24 to 07/30/24 Application Date: 07/30/24

A Bid Item No.	B Description	C Contract Information				D Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		E Item Quantity	F Units	G Unit Price (\$)	H Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
Original Contract											
GROUP A - INSTALL/BUILD SANITARY SEWER SERVICE											
1	Mobilization	1.00	LS	10,000.00	10,000.00	1.00	10,000.00		10,000.00	100%	-
2	Bonding and Insurance	1.00	LS	10,000.00	10,000.00	1.00	10,000.00		10,000.00	100%	-
3	8" PVC Sanitary Sewer Main, SDR 35	1,530.00	LF	72.00	110,160.00	1,530.00	110,160.00		110,160.00	100%	-
4	6" PVC Sanitary Sewer Service, SDR 26	20.00	LF	162.00	3,240.00	20.00	3,240.00		3,240.00	100%	-
5	48" Dia. Concrete Manhole	52.00	VF	815.50	42,406.00	52.00	42,406.00		42,406.00	100%	-
6	8" PVC C900, DR 18, RJ	153.00	LF	75.50	11,551.50	153.00	11,551.50		11,551.50	100%	-
7	Connect to Existing Manhole	1.00	EA	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
8	Silt Fence	130.00	LF	8.00	1,040.00		-		-	0%	1,040.00
9	16" Steel Casing, 0.3125" Thickness, Jack and Bore	106.00	LF	716.00	75,896.00	106.00	75,896.00		75,896.00	100%	-
10	Clear and Grub All Foliage and Trees	1.00	LS	5,500.00	5,500.00	1.00	5,500.00		5,500.00	100%	-
11	Plant New Eastern Red Cedar Trees	4.00	EA	185.00	740.00	4.00	740.00		740.00	100%	-
12	8" Cap, PVC	1.00	EA	100.00	100.00	1.00	100.00		100.00	100%	-
13	8" x 6" Wye, PVC	1.00	EA	150.00	150.00	1.00	150.00		150.00	100%	-
14	Seeding	2,100.00	SY	1.00	2,100.00		-		-	0%	2,100.00
Original Contract Totals					\$ 273,883.50		\$ 270,743.50	\$ -	\$ 270,743.50	99%	\$ 3,140.00

Stored Materials Summary						Contractor's Application for Payment						
Owner: <u>City of David City</u>						Owner's Project No.: _____						
Engineer: <u>JEO Consulting Group, Inc.</u>						Engineer's Project No.: <u>220784.00</u>						
Contractor: <u>Vba Construction, Inc.</u>						Contractor's Project No.: _____						
Project: <u>2023 Campground Sanitary Sewer Extension</u>												
Contract: <u>2023 Campground Sanitary Sewer Extension</u>												
Application No.: <u>2</u>		Application Period: From <u>05/18/24</u> to <u>07/30/24</u>				Application Date: <u>07/30/24</u>						
A	B	C	D	E	F	Materials Stored		Incorporated in Work			M	
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount	Amount Stored this	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J + K) (\$)	Materials Remaining in Storage (I - L) (\$)
						Stored (\$)	Period (\$)					
3	097034 01		8" PVC SDR35 Gasket Pipe	On Site	1		14,630.00	14,630.00	14,630.00		14,630.00	-
Totals						\$ -	\$ 14,630.00	\$ 14,630.00	\$ 14,630.00	\$ -	\$ 14,630.00	\$ -

Council member Keith Marvin made a motion to approve Change Order No. 3 for Vrba Construction to include the ballfield sewer in the amount of \$109,790.95. 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

CHANGE ORDER NO.: 3

Owner: City of David City
 Engineer: JEO Consulting Group, Inc.
 Contractor: Vrba Construction, Inc.
 Project: 2023 Campground Sanitary Sewer Extension
 Contract Name: 2023 Campground Sanitary Sewer Extension
 Date Issued: 8/9/2024

Owner's Project No.:
 Engineer's Project No.: 220784.00
 Contractor's Project No.:
 Effective Date of Change Order: Date Signed by Owner

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

Description:

This change order includes the labor and material necessary to extend the sewer to the existing ballfield restrooms and concession stand. It also includes the cost of the clean rock that was required to dewater the utility trenches. Lastly, it deducts the Silt Fence that was not installed. Contractor to start work after end of baseball season.

Attachments:

Unit Price Breakdown

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 273,883.50		Substantial Completion: May 15, 2024	
		Ready for final payment: June 1, 2024	
Net change from previously approved Change Orders No. 1 to No. 2:		Net change from previously approved Change Orders 1 to No. 2:	
\$ (7,735.78)		Milestone 1 - Campground Spots Reopened: May 22, 2024	
		Substantial Completion: August 30, 2024	
		Ready for final payment: September 15, 2024	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 266,147.72		Milestone 1 - Campground Spots Reopened: May 22, 2024	
		Substantial Completion: August 30, 2024	
		Ready for final payment: September 15, 2024	
Net change for this Change Order:		Net change for this Change Order:	
\$ 109,790.95		Substantial Completion: November 13, 2024	
		Ready for final payment: November 27, 2024	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 375,938.67		Milestone 1 - Campground Spots Reopened: May 22, 2024	
		Substantial Completion: November 13, 2024	
		Ready for final payment: November 27, 2024	

Recommended by Engineer (if required) Authorized by Owner

By: Daron D. Brauclair
 Title: Senior Project Engineer
 Date: 8/12/2024

Accepted by Contractor Approved by Funding Agency (if applicable)

By: Mel Moore N/A
 Title: Operations Manager
 Date: 8/12/2024

Change Order Estimate - Unit Price Work					
JEO Project Name: 2023 Campground Sanitary Sewer Extension			JEO Project Number: 220784.00		
Owner: City of David City			Change Order Number: 3		
Contractor: Vrba 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 (\$)
A.3	8" PVC Sanitary Sewer Main, SDR 35	552	LF	\$72.00	\$39,744.00
A.5	48" Dia. Concrete Manhole	6.9	VF	\$815.50	\$5,626.95
A.8	Silt Fence	-130	LF	\$8.00	(\$1,040.00)
CO1.1	Furnish and Install 6" Cap, PVC	1	EA	\$65.00	\$65.00
CO3.1	6" PVC Sanitary Sewer Service, SDR 26	458	LF	\$75.00	\$34,350.00
CO3.2	Install 6" Double Cleanout	2	EA	\$800.00	\$1,600.00
CO3.3	Install 6" One-way Cleanout	3	EA	\$400.00	\$1,200.00
CO3.4	Install 6"x6" Wye	4	EA	\$150.00	\$600.00
CO3.5	Connect to Existing Sanitary Sewer	1	EA	\$1,000.00	\$1,000.00
CO3.6	Demolish Lift Station	1	LS	\$6,800.00	\$6,800.00
CO3.7	Place 1" Clean Pipe Bedding	405	TON	\$49.00	\$19,845.00
Total:					\$109,790.95

Council member Kevin Woita made a motion to approve the proposal from Harold K. Scholz Company in the amount of \$182,500.00 to provide the Remote Control Panel for the '2023 AGP Substation' Project. 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

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Harold K. Scholz Company

ELECTRICAL CONTRACTORS AND SWITCHGEAR ASSEMBLERS

July 29, 2024

David City Utilities
490 E Street
PO Box 191
David City, NE 68632

Re: David City Utilities – AGP Substation - Furnish and Install Control Panel Proposal

The Harold K. Scholz Co. is pleased to provide the following proposal to furnish and install one (1) Relay and Control Panel with existing SCADA interface for the new AGP Substation in David City, NE. Please see the bill of materials below along with the attached one-line and schematic for the proposed system.

* Features listed below that will require additional PTs

AGP Substation Control Panel & SCADA Interface

- 1 – NEMA 1 indoor 32" x 90" control panel with hinged front door
- 1 – Allen Bradley CompactLogix Ethernet communication module and power supply
- 1 – Lot Allen Bradley CompactLogix Input/Output (I/O) & Prosoft interface modules
- 1 – Lot PLC and HMI programming based on Rockwell FactoryTalk SE software for interface with existing SCADA system. SCADA programming to incorporate AGP substation.
- 2 – Allen Bradley Stratix managed Ethernet switches
- 1 – MOXA Modbus RTU to TCP Media Converter
- 1 – Allen Bradley 125VDC to 24VDC Converter
- 1 – Voltage regulator tap position indicator
- 3 – Breaker control switches
- 1 – Electroswitch Lockout relay
- 10 – ABB FT-1 metering and isolation test switches
- 1 – Electro-Industries Shark 100 station power multi-function meter
- 2 – SEL-751 Utility Main Protection Relays with *Sync check, *Directional and *Reclosing features
- 1 – SEL-751 Feeder Protection Relay with *Directional and *Reclosing features
- 1 – SEL-787 Transformer Differential Protection Relay with *Voltage Sensing
- 1 – SEL-2488 Satellite-Synchronized Network Clock and associated equipment
- 1 – SEL-3505 Real Time Automation Controller (RTAC)
- 1 – Lot indicating lights
- 1 – Lot control panel wiring
- 1 – Lot field installation and interface of above components with substation equipment
- 1 – Lot field control wire terminations, commissioning, testing and training
- 1 – Lot as-built drawings and instruction documentation

Furnish and Install AGP Substation Control Panel Price: \$182,500.00

HKS Co. recommends that potential transformers be installed on each incoming service and on the load side of the voltage regulator. Power transformers, circuit switcher, GOAB switches, circuit breakers, substation structures, lightning arrestors, underground conduit, control cable, SCADA interface link, potential transformers, current transformers, 125V DC batteries, battery chargers and battery rack are not included in this proposal.

David City, NE AGP Relay and Control Panel Proposal

Council member Kevin Woita made a motion to approve Partial Pay Estimate #2 in the amount of \$216,338.13 to Municipal Pipe Tool Company Inc. for the South Area Sewer Rehabilitation 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



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

August 4, 2024

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

CITY OF DAVID CITY, NEBRASKA
SOUTH AREA SEWER REHABILITATION
PARTIAL PAYMENT ESTIMATE NO. 2

Enclosed is a copy of Partial Payment Estimate No. 2 for the South Area Sewer Rehabilitation project submitted by Municipal Pipe Tool Company Inc. Partial Payment Estimate No. 2 is in the amount of \$216,338.13. Veenstra & Kimm, Inc has reviewed Partial Payment Estimate No. 2 and would recommend it review and approval.

Partial Payment Estimate No. 2 covers work during the month of July 2024. During that month, Municipal Pipe Tool Company Inc. started work on the lining of the various reaches of sewer as part of the project.

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

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:mmc
6476
Enclosure

**MUNICIPAL PIPE TOOL COMPANY LLC
 CONTRACTOR'S PAYMENT REQUEST**

Estimate No. 2
 MPT Job ID# 2024-03
 Project: CITY OF DAVID CITY
 SOUTH AREA SEWER REHABILITATION
 Owner: CITY OF DAVID CITY, NE
 490 E STREET, PO BOX 191
 DAVID CITY, NE 68632
 Engineer: VEENSTRA & KIMM, INC.
 3000 WESTOWN PARKWAY
 WEST DES MOINES, IA 50266

From: 4/26/2024
 To: 7/30/2024
 Date: 7/31/2024

46%
 % Complete Total contract

46%
 % Complete Original Contract

Contractor: MUNICIPAL PIPE TOOL CO., 1% Complete Original Contract
 515 5TH STREET - PO BOX 398
 HUDSON, IA 50643

BID ITEM #	BASE BID ITEMS	UNIT	Anticipated :			COMPLETED:		
			QTY	PRICE	EXT PRICE	QTY	UNIT COST	VALUES
1	MOBILIZATION	LS	1	\$ 39,917.50	\$ 39,917.50	0.5	\$ 39,917.50	\$ 19,958.75
2	TRAFFIC CONTROL	LS	1	\$ 8,912.40	\$ 8,912.40	0.5	\$ 8,912.40	\$ 4,456.20
3	SURFACE RESTORATION	LS	1	\$ 8,610.00	\$ 8,610.00		\$ 8,610.00	\$ -
4	PCC PAVEMENT	SY	100	\$ 100.80	\$ 10,080.00		\$ 100.80	\$ -
5	HMA PAVEMENT	SY	100	\$ 100.80	\$ 10,080.00		\$ 100.80	\$ -
6	PCC SIDEWALK	SY	100	\$ 94.50	\$ 9,450.00		\$ 94.50	\$ -
7	REMOVE AND REPLACE 8" SEWER	LF	110	\$ 47.25	\$ 5,197.50		\$ 47.25	\$ -
8	8" TELEVISION	LF	4,165	\$ 1.00	\$ 4,165.00	3708.4	\$ 1.00	\$ 3,708.40
9	8" CLEANING	LF	4,165	\$ 2.00	\$ 8,330.00	3708.4	\$ 2.00	\$ 7,416.80
10	8" CIPP	LF	4,165	\$ 34.00	\$ 141,610.00	1655	\$ 34.00	\$ 56,270.00
11	10" TELEVISION	LF	2,395	\$ 1.00	\$ 2,395.00	2806.9	\$ 1.00	\$ 2,806.90
12	10" CLEANING	LF	2,395	\$ 2.00	\$ 4,790.00	2806.9	\$ 2.00	\$ 5,613.80
13	10" CIPP	LF	2,395	\$ 39.00	\$ 93,405.00	1982	\$ 39.00	\$ 77,298.00
14	12" TELEVISION	LF	2,685	\$ 1.00	\$ 2,685.00	2636.4	\$ 1.00	\$ 2,636.40
15	12" CLEANING	LF	2,685	\$ 3.00	\$ 8,055.00	2396.5	\$ 3.00	\$ 7,189.50
16	12" CIPP	LF	2,685	\$ 42.00	\$ 112,770.00	1038	\$ 42.00	\$ 43,596.00
17	18" TELEVISION	LF	1,013	\$ 1.00	\$ 1,013.00	817.3	\$ 1.00	\$ 817.30
18	18" CLEANING	LF	1,013	\$ 4.00	\$ 4,052.00	617.3	\$ 4.00	\$ 2,469.20
20	18" CIPP	LF	1,013	\$ 74.00	\$ 74,962.00	618	\$ 74.00	\$ 45,732.00
21	POINT REPAIR NO. 1	EA	1	\$ 3,528.00	\$ 3,528.00		\$ 3,528.00	\$ -
22	POINT REPAIR NO. 2	EA	1	\$ 3,528.00	\$ 3,528.00		\$ 3,528.00	\$ -
23	POINT REPAIR NO. 3	EA	1	\$ 3,528.00	\$ 3,528.00		\$ 3,528.00	\$ -
24	POINT REPAIR NO. 4	EA	1	\$ 3,024.00	\$ 3,024.00		\$ 3,024.00	\$ -
25	POINT REPAIR NO. 5	EA	1	\$ 3,391.50	\$ 3,391.50		\$ 3,391.50	\$ -
26	POINT REPAIR NO. 6	EA	1	\$ 10,185.00	\$ 10,185.00		\$ 10,185.00	\$ -
27	POINT REPAIR NO. 7	EA	1	\$ 12,731.25	\$ 12,731.25		\$ 12,731.25	\$ -
28	POINT REPAIR NO. 8	EA	1	\$ 3,024.00	\$ 3,024.00		\$ 3,024.00	\$ -
29	POINT REPAIR NO. 9	EA	1	\$ 3,024.00	\$ 3,024.00		\$ 3,024.00	\$ -
30	HEAVY CLEANING/ROOT CUTTING	LF	2,696	\$ 5.00	\$ 13,480.00	1154	\$ 5.00	\$ 5,770.00
31	REINSTATE SERVICE	EA	103	\$ 90.00	\$ 9,270.00	56	\$ 90.00	\$ 5,040.00
32	GROUT SERVICE CONNECTION	EA	103	\$ 450.00	\$ 46,350.00		\$ 450.00	\$ -
33	TRIM PROTRUDING SERVICES, CLAY CR PVC	EA	5	\$ 368.00	\$ 1,840.00	2	\$ 368.00	\$ 736.00
				\$ -	\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -

ORIGINAL CONTRACT: \$627,465.65 Total Anticipated \$ 667,383.15 Total Completed \$ 291,315.25
 Less Retain 10% \$ 66,738.32 Less Retained \$ 29,131.53
 Total Anticipated less retain \$ 600,644.84 Net Amount Earned \$ 262,183.72

Previous Pay Requests
 #1 4/26/24 \$ 45,845.59

CURRENT CONTRACT AMOUNT \$627,465.65

Accepted by: Matt Boggs
 Municipal Pipe Tool Co., LLC

Accepted by: _____
 City

Total previous pay requests \$ 45,845.59
 Amount due this payment \$ 216,338.13
 Contract Amount \$ 667,383.15
 Balance to complete \$ 405,199.43

Municipal Pipe Tool
David City, NE - CIPP #2024-03
CIPP Summary Report Table #2

Pipe Size	Sum of CIPP Footage	Sum of Reinstated Services
8	1,655	36
10	1,962	4
12	1,038	10
18	618	6
Grand Total	5,293	56

Municipal Pipe Tool
 David City, NE - CIPP #2024-03
 CIPP Summary Report Details #2

US MH	DS MH	Pipe Size	CIPP Footage	Reinstated Services
579	589	8		
582	OH5	12		
584	585	8	312	3
585	586	8	212	2
589	588	8		
591	592	12	240	0
593	593A	12		
1-74A	0-74A	18		
593A	593B	12		
593B	593C	12		
593C	593D	12		
593D	593E	12		
A10	A9	10	391	0
A10	UNKNOWN	8		
A3	A2B	18	399	0
A3B	A2A	10		
A4	A3B	10		
A5A	A5B	8		
A5B	NE5B	8		
A6	A5A	10	410	0
A7	A6	10	408	0
A7	CO	8	314	11
A8	A7	10	386	1
A8	B8	8		
A9	A8	10	387	3
B3	A3	18	219	6
B5A	A5A	8		
C5A	B5A	8		
C7	D7	8	417	11
CO	A7	8		
CO	C7	8	400	9
IA5	NE5	12	404	3
IA7	CO	8		
NE5	A5	12	394	7
UNKNOWN	C10	8		
TOTALS			5,293	56

Council member Kevin Woita made a motion to approve transferring the already approved Runza DTR application from the original applicants, Dan Rudolf and Donald Everett, to the new owner Nolan Naffziger and reduce the award from \$50,000 to \$44,434.68. 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 Bruce Meysenburg made a motion to approve Southeast Nebraska Development District Recommendation for the 2022 David City Owner-Occupied Rehab Project #010 to MIT Contracting in the amount of \$40,000.00 and Project #011 to MIT Contracting in the amount of \$15,050.00. 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

Mayor Jessica Miller opened the public hearing at 7:26 p.m. to consider annexing the Campbell property located at 175 West A Street, Part of the North half of the Northwest Quarter of Section 30, Township 15 North, Range 3 East of the Sixth P.M., Butler County, Nebraska, described as follows: Referring to the Northeast corner of the Northwest Quarter of said Section 30; Thence N89°09'42"W (Butler County Low Distortion Projection) on the North line of said Northwest Quarter, a distance of 1070.00 feet to the west right of way line of the Burlington Northern and Santa Fe Railway; Thence S00°48'12"W on said West right of way line, a distance of 300.00 feet to the point of intersection with the Easterly extension of the South line of a tract of land previously described and recorded in instrument number 2021-01298; Thence N89°09'17"W on said Easterly extension, a distance of 49.87 feet to the Southeast Corner of said tract; Thence continuing N89°09'17"W on said South line, a distance of 249.94 feet to the Southwest corner of said tract; Thence N00°46'04"E on the West line of said tract, a distance of 300.00 feet to the North line of said North half of the Northwest Quarter; Thence N89°09'17"W on said North Line, a distance of 80 feet, more or less, to the Northwest Corner of a tract of land previously described and recorded in instrument number 2021-01325; Thence S00°46'04"W on the West line of said tract, a distance of 385 feet, more or less, to the Southwest corner of said tract; Thence S89°10'36"E on the South line of said tract, a distance of 330 feet, more or less, to the Southeast corner of said tract; Thence N00°47'24"E on the East line of said tract, a distance of 84.87 feet to the point of beginning, containing 1.19 acres, more or less.

Interim City Administrator Tami Comte stated that this is a voluntary annexation. Jason Campbell has requested that this property be annexed.

Hearing no further comment, Mayor Jessica Miller declared the public hearing closed at 7:27 p.m.

Council member Keith Marvin made a motion to Pass Ordinance No. 1489 on 1st reading only annexing the Campbell property located at 175 West A Street, Part of the North half of the Northwest Quarter of Section 30, Township 15 North, Range 3 East of the Sixth P.M., Butler County, Nebraska, described as follows: Referring to the Northeast corner of the Northwest Quarter of said Section 30; Thence N89°09'42"W (Butler County Low Distortion Projection) on the North line of said Northwest Quarter, a distance of 1070.00 feet to the west right of way line of the Burlington Northern and Santa Fe Railway; Thence S00°48'12"W on said West right of way line, a distance of 300.00 feet to the point of intersection with the Easterly extension of the South line of a tract of land previously described and recorded in instrument number 2021-01298; Thence N89°09'17"W on said Easterly extension, a distance of 49.87 feet to the Southeast Corner of said tract; Thence continuing N89°09'17"W on said South line, a distance of 249.94 feet to the Southwest corner of said tract; Thence N00°46'04"E on the West line of said tract, a distance of 300.00 feet to the North line of said North half of the Northwest Quarter; Thence N89°09'17"W on said North Line, a distance of 80 feet, more or less, to the Northwest Corner of a tract of land previously described and recorded in instrument number 2021-01325; Thence S00°46'04"W on the West line of said tract, a distance of 385 feet, more or less, to the Southwest corner of said tract; Thence S89°10'36"E on the South line of said tract, a distance of 330 feet, more or less, to the Southeast corner of said tract; Thence N00°47'24"E

on the East line of said tract, a distance of 84.87 feet to the point of beginning, containing 1.19 acres, more or less.. 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. 1489

AN ORDINANCE TO EXTEND THE BOUNDARIES AND INCLUDE WITHIN THE CORPORATE LIMITS OF, AND TO ANNEX TO, THE CITY OF DAVID CITY, NEBRASKA, BUTLER COUNTY, NEBRASKA CERTAIN PROPERTY AS DESCRIBED; TO PROVIDE BENEFITS THERETO; TO PROVIDE FOR SEVERABILITY; TO CONFIRM ZONING CLASSIFICATION; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE THEREOF; AND TO AUTHORIZE PUBLICATION IN PAMPHLET FORM.

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

SECTION 1. It is hereby found and determined by the Mayor and City Council that:

- (a) The tract of real estate described in Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth is urban and suburban in character and contiguous and adjacent to the corporate limits of said City of David City, Nebraska (the "City");
- (b) Police, fire, and snow removal benefits will be immediately available thereto, and City water service will be available as provided by law;
- (c) The Comprehensive Plan designation and zoning classification of such territory as shown in the Comprehensive Plan and on the official zoning map of the City, is hereby confirmed and consistent with the requirements for annexation;
- (d) The territory to be annexed is developed with industrial, commercial or residential development or is in the regular and orderly path of development of the City for such uses, and any such land that may be of agricultural use currently is urban in character due to its proximity to the City and the City's planned future land use of such territory as set forth in the Comprehensive Plan and zoning map of the City;
- (e) Annexing the territory will promote growth, increase the City's population and tax base, and preserve the City's future growth areas; and
- (f) There is a unity of interest in the use of such territory with the use of lots, lands, streets, and highways in the City, and the community convenience and welfare and the interest of said City will be enhanced through incorporating such territory within the corporate limits of said City.

SECTION 2: That the boundaries of the City of David City, Nebraska, be and hereby are, extended to include within the corporate limits of said City the contiguous and adjacent territory described in Exhibit "A".

SECTION 3: That a certified copy of this Ordinance, together with the map of the territory, be filed on record in the Offices of the County Clerk of Butler County, Nebraska.

SECTION 4: That said territory is hereby annexed to the City of David City, Nebraska with all rights and obligations appurtenant thereto and arising by virtue of inclusion in the corporate limits of the City of David City, Nebraska.

SECTION 5: Upon this Ordinance taking effect, the police, fire snow removal and other municipal services of said City shall be furnished to the territory herein annexed, and water service will be available as provided by law.

SECTION 6: If any section, subsection, sentence, clause or phrase of this Ordinance or the annexation of the territory by this Ordinance is for any reason held to be unconstitutional or involved, such decision shall not affect the validity of the annexation of other tracts of land, streets or highways by this Ordinance, since it is the express intent of the Mayor and City Council to enact each section, subsection, clause or phrase separately and to annex each tract of land separately.

SECTION 7: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 8: This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED and APPROVED this 11th day of September, 2024.

Passed on 1st reading only
Mayor Jessica Miller

Passed on 1st reading only
City Clerk Tami Comte

EXHIBIT "A"

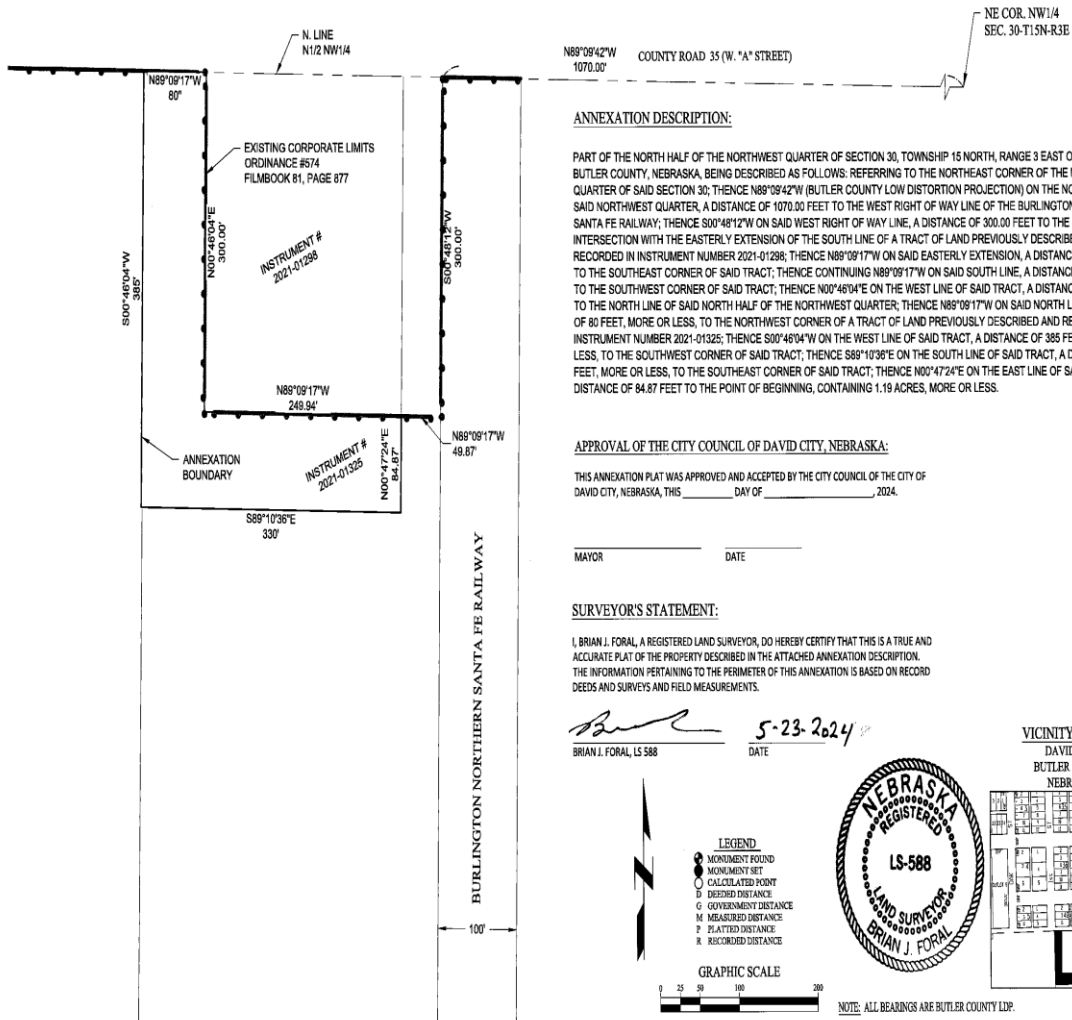
ANNEXATION DESCRIPTION:

PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 3 EAST OF THE SIXTH P.M., BUTLER COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE N89°09'42"W (BUTLER COUNTY LOW DISTORTION PROJECTION) ON THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1070.00 FEET TO THE WEST RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY; THENCE S00°48'12"W ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 300.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF A TRACT OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 2021-01298; THENCE N89°09'17"W ON SAID EASTERLY EXTENSION, A DISTANCE OF 49.87 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE CONTINUING N89°09'17"W ON SAID SOUTH LINE, A DISTANCE OF 249.94 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N00°46'04"E ON THE WEST LINE OF SAID TRACT, A DISTANCE OF 300.00 FEET TO THE NORTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER; THENCE N89°09'17"W ON SAID NORTH LINE, A DISTANCE OF 80 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF A TRACT OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 2021-01325; THENCE S00°46'04"W ON THE WEST LINE OF SAID TRACT, A DISTANCE OF 385 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE S89°10'36"E ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 330 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N00°47'24"E ON THE EAST LINE OF SAID TRACT, A DISTANCE OF 84.87 FEET TO THE POINT OF BEGINNING, CONTAINING 1.19 ACRES, MORE OR LESS.

ANNEXATION PLAT

CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA

ORDINANCE NO. _____

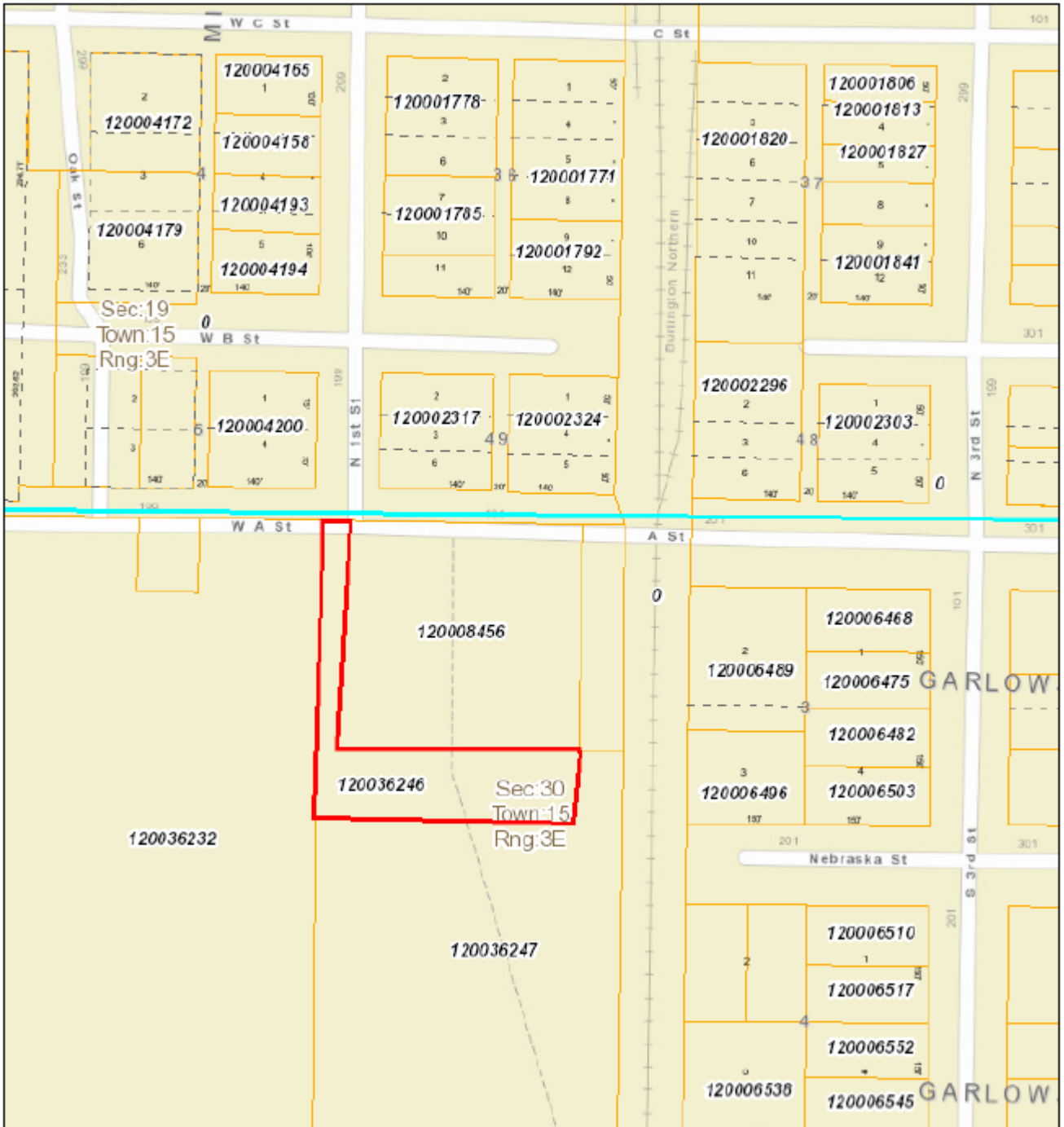


PART OF THE N1/2 NW1/4 SEC. 30, T15N, R3E BUTLER COUNTY, NEBRASKA ANNEXATION PLAT

ANNEXATION PLAT CITY OF DAVID CITY BUTLER COUNTY, NEBRASKA ORDINANCE NO. _____

P:\Surveying\GIS\418858.0 - Campbell Survey\Sec 30-15-34E Survey\Drawings\ANNEXATION_PLAT.dwg, on 8/23/2024 9:52 AM

PROJECT NO.	R240855
DATE	5/23/2024
DRAWN BY	BJF
FILE NAME	2488_SU.DWG
FIELD BOOK	NA
FIELD CREW	BJF
SURVEY FILE NO.	2024-117



Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1486 on third and final reading amending the Official Zoning Map by changing the zoning classification from R-1 Single Family Residential to C-1 Highway Commercial for the real estate listed below as requested by Western Oil II, LLC; *A tract of land being part of Lot 7 and 8, David City Land and Lot Company's Suburban Lots, located in the SW ¼ of the SE ¼ of Section

18, Township 15 North, Range 3, East of the 6th P.M., in Butler County, Nebraska, described as follows: Beginning at the southeast corner of said Lot 8, and assuming the south line of said Lot 8 to have a bearing of N 89°32'24" W; thence N 89°32'24" W, 155.00 feet; thence N 00°20'17" W, 348.83 feet; thence S 89°32'24" E, 84.35 feet, parallel with the south line of said Lot 8; thence N 00°24'47" E, 135.82 feet, parallel with the east line of said lot 8; thence N89°58'34" E, 75.33 feet, parallel with the north line of said Lot 8; thence S00°24'47" W, 36.14 feet on the east line of said Lot 8; thence S89°35'50" E, 131.70 feet; thence S 00°32'08" W, 449.25 feet; thence N 89°32'24" W, 130.74 feet on the south line of said Lot 7, to the point of beginning, containing 2.85 acres, more or less, EXCEPT that portion conveyed by Warranty Deed filed as Instrument No 2018-01663 in the Office of the Butler County Clerk/Register of Deeds on December 28, 2018, and EXCEPT that portion conveyed by Warranty Deed filed as Instrument No. 2022-01244 in the Office of the Butler County Clerk/Register of Deeds on August 15, 2022. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Nay, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 1, Absent: 1

ORDINANCE NO. 1486

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING THE OFFICIAL ZONING MAP OF DAVID CITY, BUTLER COUNTY, NEBRASKA; REPEALING ANY ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

WHEREAS, the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**") passed Resolution No. 23-2022 on September 28, 2022, adopting the "David City, Nebraska 2040 Comprehensive Plan" ("**Comprehensive Plan**") which includes City's "Future Land Use Map," as amended by Resolution No. 23-2022 the City passed on September 28, 2022, showing City's anticipated growth and changes in land use (the "**Future Land Use Map**"); and

WHEREAS, on November 14, 2007, City passed Ordinance No. 1060 adopting the Official Zoning Map of the City of David City, Nebraska, (together with all subsequent amendments thereto, "**Official Zoning Map**"), pursuant to section 3.02.01 of David City Zoning Ordinance ("**Zoning Ordinance**"), which provides zoning classifications of each parcel within City's zoning jurisdiction; and

WHEREAS, City desires to amend the Official Zoning Map to change the zoning designation of that certain real property within the City as described and depicted in **EXHIBIT A**, attached hereto and incorporated herein ("**Property**"); and

WHEREAS, the Property is currently zoned Single Family Residential ("**R-1**"); and

WHEREAS, the parcels surrounding the Property to the West and North, separating the Property and Highway 15, are zoned Highway Commercial ("**C-1**"); and

WHEREAS, in furtherance of and in substantial conformance with the Comprehensive Plan, including but not limited to the Future Land Use Map as amended, and to create a more uniform zoning district, City finds it in the best interest of City, its residents, and future growth to rezone the Property from R-1 to C-1; and

WHEREAS, sections 4.01 and 11.02 of the Zoning Ordinance requires the Planning Commission of the City of David City, Nebraska ("**Commission**") to hold a duly noticed public hearing on a proposed rezoning and issue a recommendation to City; and

WHEREAS, on June 8, 2024, after a duly noticed public hearing and based on the substantial evidence in the record before it, the Commission recommended that City rezone the Property; and

WHEREAS, City desires to change the zoning designation of the Property from R-1 to C-1; and

WHEREAS, City provided notice of its intent to hold a hearing to consider rezoning the Property from R-1 to C-1 by publishing the same in a legal newspaper in or of general circulation within the City at least ten (10) days prior to said hearing, in compliance with section 19-904 of the Nebraska Revised Statutes; and

WHEREAS, City desires to amend the Official Zoning Map to reflect the Property being zoned C-1.

NOW THEREFORE BE IT ORDAINED, the Mayor and City Council of the City of David City, Nebraska ordain as follows:

1. The zoning designation of the Property upon the effective date of this Ordinance is C-1.
2. City shall amend the Official Zoning Map to reflect the Property hereinafter being zoned C-1.
3. Any ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict herewith, is hereby repealed.
4. The City Clerk shall publish this Ordinance in pamphlet form.

Passed and adopted this 14th day of August, 2024.

Mayor Jessica Miller

City Clerk Tami L. Comte

EXHIBIT A
Description and Depiction of the Property

Legal Description:

A tract of land located in Lot 8, David City Land and Lot Company's Suburban Lots, in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 18, Township 15 North, Range 3 East of the 6th P.M., Butler County, Nebraska, described as follows:

Beginning at the Southeast corner of said Lot 8; thence N89°32'24"W on an assumed bearing on the South line of said Lot 8, 155.00 feet; thence N00°20'17"W, 348.83 feet; thence S89°32'24"E, 84.35 feet; thence N00°24'47"E, 135.82 feet; thence N89°58'34"E, 75.33 feet, to a point on the East line of said Lot 8; thence S00°24'47"W, 485.25 feet, to the Point of Beginning, EXCEPT a parcel of land located in Lot 8, David City Land and Lot Company Suburban Lots, located in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 18, Township 15 North, Range 3 East of the Sixth P.M., Butler County, Nebraska, being described as follows: referring to the Southeast corner of said Lot 8; thence N00°57'58"E (Assumed Bearing) on the East line of said Lot 8, a distance of 348.66 feet to the point of intersection with the Easterly extension of the North line of a tract of land previously described in Filmbook 11-01365 and the point of beginning, thence N88°57'17"W on said Easterly extension, a distance of 75.32 feet; thence N00°57'25"E on the West line of said tract, a distance of 135.76 feet; thence S89°31'04"E on the North line of said tract, a distance of 75.23 feet to the East line of said Lot 8; thence S00°57'58"W on said East line, a distance of 136.52 feet to the point of beginning.

Parcel Number: 120008358

Situs Address: 498 'O' Street
David City, Nebraska 68632

Depiction:



The Property is outlined in red.

Mayor Jessica Miller opened the public hearing at 7:29 p.m. to consider amending the Zoning Ordinance No. 1060 by amending Section 5.08.03 R-2 Two-Family Residential - Conditional Uses to include the following language as requested by Nick Sypal, a landowner and taxpayer in David City, Nebraska, proposes the following amendment:11. The processing and storage of wood and firewood and tree servicing such equipment commonly used for said purposes on a lot no less than one (1) acre in size on which the applicant lives or adjacent to a lot on which the applicant lives, and within three hundred (300) feet of an "I" zoning district. Retail sale of such wood and firewood is allowed only subject to express approval as part of a conditional use permit.

Nick Sypal introduced himself and stated that this is what was agreed on with the attorneys and the Planning Commission.

Hearing no further comment, Mayor Jessica Miller declared the public hearing closed at 7:35 p.m.

Council member Bruce Meysenburg introduced Ordinance No. 1490 amending the Zoning Ordinance No. 1060 by amending Section 5.08.03 R-2 Two-Family Residential - Conditional Uses to include the following language as requested by Nick Sypal, A landowner and taxpayer in David City, Nebraska. Mayor Jessica Miller read Ordinance No. 1490 by title.

Council member Bruce Meysenburg made a motion to suspend the statutory rule that requires an Ordinance to be read on three separate days. Council Member Kevin Woita seconded the motion. The motion failed.

Jim Angell: Abstain (Without Conflict), Tom Kobus: Absent, Keith Marvin: Nay, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 3, Nay: 1, Absent: 1, Abstain (Without Conflict): 1

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1490 on first reading amending the Zoning Ordinance No. 1060 by amending Section 5.08.03 R-2 Two-Family Residential - Conditional Uses to include the following language as requested by Nick Sypal, a landowner and taxpayer in David City, Nebraska, proposes the following amendment:11. The processing and storage of wood and firewood and tree servicing such equipment commonly used for said purposes on a lot no less than one (1) acre in size on which the applicant lives or adjacent to a lot on which the applicant lives, and within three hundred (300) feet of an "I" zoning district. Retail sale of such wood and firewood is allowed only subject to express approval as part of a conditional use permit. Council Member Kevin Woita seconded the motion. The motion failed.

Jim Angell: Abstain (Without Conflict), Tom Kobus: Absent, Keith Marvin: Nay, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 3, Nay: 1, Absent: 1, Abstain (Without Conflict): 1

Council member Keith Marvin made a motion to approve Kirkham Michael as the Airport Consultant for 2025-2029. 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

Council member Keith Marvin made a motion to approve Certification of City Street Superintendent and pass and adopt Resolution No. 23-2024 signing of the Year-End Certification of City Street Form 2024. 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

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2024) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2024**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City Village of David City
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

Signature of Mayor Village Board Chairperson (Required) 8/14/24
(Date)

Signature of City Street Superintendent (Optional) 8/14/24
(Date)

Return the completed original signing resolution and annual certification of program compliance by October 31, 2024 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509



Council member Bruce Meysenburg made a motion to approve the Pipeline Crossing Agreement with Nebraska Central Railroad for the AGP Trunk Sewer 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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PLX-DavidCity-MP24.05

**PIPELINE CROSSING
AGREEMENT**

Mile Post: 24.05
Location: David City, NE

THIS AGREEMENT (“Agreement”) is made and entered into as of the 5th day of June, 2024 (“Effective Date”) by and between **NEBRASKA CENTRAL RAILROAD**, a Delaware corporation, (“Licensor”) and the **CITY OF DAVID CITY**, to be addressed at 490 E Street, David City, NE 68632 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) 15” Wastewater Transmission pipeline encased in a 24” casing crossing only, including any appurtenances required for the operation of said pipeline (collectively, “Licensee’s Facilities”) across Licensor’s real property, trackage, or other facilities located in (“Railroad Property”). The specific specifications and limited purpose for Licensee’s Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee’s Facilities will (i) only be used for one (1) 15” wastewater transmission pipeline encased in a 24” casing pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee’s Facilities (“Digital Imagery”), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **ONE THOUSAND FIVE HUNDRED DOLLARS & 00/100 (\$1,500.00)**.

Article 3. TERM

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION: REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made part hereof.

Article 5. INSURANCE

A. During the term of this Agreement, Licensee shall fully comply or cause its contactor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Licensee shall send copies of all insurance documentation (e.g. certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "IDEMNITY" Section of **Exhibit B**. Licensee shall require and Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEY'S FEES, EXPENSES, AND COSTS

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgement or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Assignment or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION: REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY

Any provisions of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notices Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices

will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATIONS

Licensors requires Licensee to provide monitoring of tracks and construction observation through Licensors approved observer named below during all construction and installation work. License is to directly coordinate services with the named inspector.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

NEBRASKA CENTRAL RAILROAD

CITY OF DAVID CITY

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT B
GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of license and lessees of Railroad Property) and the right of Licensor to renew and extend the same and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("Railroad Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("Railroad Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is a conflict between Railroad Specifications, Railroad Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities. **Please contact Jim Warnick at 402-750-4105.**

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this Exhibit B and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this Exhibit B.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor at 402-371-9015 or Emergency Hotline at 682-703-8505.

Section 4. FLAGGING

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this Exhibit B, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this Exhibit B. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that

period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY

A. Safety of personnel, property rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor's, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this Exhibit.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities.

In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 800-990-2676 to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or an account of to

Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad and continued use and improvement of Railroad Property (collectively, "Railroad Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modifications of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages, (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgements, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigations costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;

2. Damage to or the disturbance; loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the car, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICNESOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGEMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Assignment for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the Railroad Engineering Representatives approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental

contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect of right or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C
INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or substitute from providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATION OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute from providing equivalent coverage) showing "Nebraska Central Railroad Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less than \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Nebraska Central Railroad Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.
If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out

of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage.) The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

Council member Keith Marvin made a motion to approve the quote from Steager Lawn Service for trees to be planted at the entrance to Northland Subdivision. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Nay, Kevin Woita: Yea
 Yea: 4, Nay: 1, Absent: 1

Steager Lawn Service L.L.C
 3711 N Rd
 David City NE 68632

Estimate

Date	Estimate #
3/22/2024	53

Name / Address
City of David City 490 E Street PO BOX 191 David City, NE 68632

Description	Qty	Rate	Project
			Total
Turn key Hunter Sprinkler System drip irrigation attached to city provided water source. Boring of road will be provided by City of David City.		2,100.00	2,100.00
Tree planting of Taylor Juniper #7 pot about 3-4ft tall with Mulch ring	42	210.00	8,820.00
Delivery of trees		0.00	0.00
Northland addition entrance trees on east side		400.00	400.00
			0.00
Total			\$11,320.00

Mayor Jessica Miller stated that the next item on the agenda was discuss the request by Jerry Abel to purchase a 40' x 140' part of City property parcel #120004018.

Jerry Abel introduced himself and stated that he was interested in purchasing a 40' x 140' piece of property that the City owns to the north of his property. Abel noted that he has been maintaining the property for over twenty years.

Mayor Miller stated that upon a notice from the City Attorney, Ashley Wittmer was hired to give us a Broker's Estimate of the property's value.

Council member Jim Angell made a motion to table the request by Jerry Abel to purchase a 40' x 140' part of City property parcel #120004018. 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

Council member Kevin Woita made a motion to adjourn. Council Member Jim Angell seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 7:48 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



CERTIFICATION OF MINUTES
August 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 August 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.

Tami Comte, City Clerk

