

CITY COUNCIL PROCEEDINGS
February 12, 2025

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, Jeremy Abel, City Administrator Intern Raiko Martinez and Interim City Administrator/City Clerk Tami Comte. Council members Jim Angell, Rick Holland and Keith Marvin were absent. City Attorney David Levy attended via Zoom. There was not a quorum present.

Council member Jim Angell arrived at 7:06 p.m., and Mayor Jessica Miller called the meeting to order.

Also present for the meeting were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Police Sergeant Tristan Hilger, Police Officer Kevin Dunn, Recreation Director Will Reiter, and Ethan Joy with JEO. The meeting opened with the Pledge of Allegiance.

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

Council member Bruce Meysenburg made a motion to approve the minutes of the January 22, 2025 City Council meeting as presented. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

Council member Bruce Meysenburg made a motion to approve the claims as presented. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

Council member Kevin Woita made a motion to approve the committee and officer reports and the Butler County Development Board update as presented. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

Council member Kevin Woita made a motion to approve Certificate of Payment #23 in the amount of \$355,194.92 to Velocity Constructors Inc. for the 2022 Water Treatment Plant Upgrade. Council Member Jim Angell seconded the motion. The motion carried.
 Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
 Yea: 4, Nay: 0, Absent: 2

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.:	23	Application Date:	2/12/2025
Application Period:	From 1/1/2025	to	2/1/2025
1. Original Contract Price		\$	10,562,772.00
2. Net change by Change Orders		\$	344,007.51
3. Current Contract Price (Line 1 + Line 2)		\$	10,906,779.51
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$	10,380,458.95
5. Retainage			
a. 5% X \$ 10,069,316.40 Work Completed =		\$	503,465.82
b. 5% X \$ 311,142.55 Stored Materials =		\$	15,557.13
c. Total Retainage (Line 5.a + Line 5.b)		\$	519,022.95
6. Amount eligible to date (Line 4 - Line 5.c)		\$	9,861,436.00
7. Less previous payments (Line 6 from prior application)		\$	9,506,241.08
8. Amount due this application		\$	355,194.92
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$	1,045,343.51
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: _____		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.:	23	Application Period:	From 01/01/25 to 02/01/25	Application Date:	02/12/25
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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 (\$)				
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	114,481.00	-	-	114,481.00	100%	-
B-1.04	Dabbling Pipe Cleaning & Repainting	57,573.00	16,000.00	-	-	16,000.00	28%	41,573.00
B-1.05	Electrical Improvements, Complete	1,880,041.00	1,695,894.59	100,000.00	-	1,795,894.59	96%	44,146.41
B-1.06	Demolition of Exterior Infrastructure	32,732.00	32,732.00	-	-	32,732.00	100%	-
B-1.07	Demolition of Interior Infrastructure	90,500.00	65,000.00	5,000.00	-	70,000.00	77%	20,500.00
B-1.08	Building Improvements (Doors/Windows)	80,036.00	79,036.00	-	-	79,036.00	99%	1,000.00
B-1.09	Building Improvements (Interior Painting)	523,405.00	431,655.00	-	-	431,655.00	82%	91,750.00
B-1.10	First Floor Roof Membrane Replacement	174,179.00	169,000.00	-	-	169,000.00	97%	5,179.00
B-1.11	Skylight Replacement	48,568.00	5,000.00	-	24,882.00	29,882.00	62%	18,686.00
B-1.12	HVAC Improvements	148,128.00	134,000.00	-	-	134,000.00	90%	14,128.00
B-1.13	Plumbing Improvements	92,021.00	82,000.00	-	-	82,000.00	89%	10,021.00
B-1.14	Lab Improvements	21,899.00	20,159.93	-	-	20,159.93	92%	939.07
B-1.15	Hardware Monitoring Equipment and Metam	77,743.00	12,000.00	58,000.00	-	70,000.00	90%	7,743.00
B-1.16	Site Paving and Grading	58,690.00	53,000.00	-	-	53,000.00	90%	5,690.00
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	138,000.00	-	-	138,000.00	93%	10,846.00
B-1.19	Exterior Piping Improvements	338,959.00	338,959.00	-	-	338,959.00	100%	-
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)	683,132.00	683,132.00	2,500.00	-	685,632.00	99%	7,500.00
B-1.23	Gravity Filter Equipment Installation	45,979.00	45,000.00	979.00	-	45,979.00	100%	-
B-1.24	Electrical	25,200.00	25,200.00	-	-	25,200.00	100%	-

Progress Estimate - Lump Sum Work						Contractor's Application for Payment			
Owner:	City of David City					Owner's Project No.:			
Engineer:	JED Consulting Group, Inc.					Engineer's Project No.:	202024.00		
Contractor:	Velocity Constructors Inc.					Contractor's Project No.:			
Project:	2022 Water Treatment Plant Upgrade, SRF Project No. 0311686								
Contract:	2022 Water Treatment Plant Upgrade, SRF Project No. 0311686								
Application No.:	23		Application Period:	From	01/01/25	to	02/01/25	Application Date:	02/12/25
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									
D-1.25	CCRO and CIP Tank Skids (Equipment Only)	2,126,760.00	2,126,760.00	-	-	2,126,760.00	100%	-	
D-1.26	CCRO and CIP Tank Skids (Installation)	7,208.00	4,000.00	-	-	4,000.00	55%	3,208.00	
D-1.27	Existing Maintenance Facility Demolition	27,093.00	27,093.00	-	-	27,093.00	100%	-	
D-1.28	RD Room Expansion, Block Construction	245,926.00	245,926.00	-	-	245,926.00	100%	-	
D-1.29	New Existing Maintenance Facility Floor Pavement	3,174.00	3,174.00	-	-	3,174.00	100%	-	
D-1.30	New Existing Maintenance Facility Roof	28,709.00	28,709.00	-	-	28,709.00	100%	-	
D-1.31	Overhead Doors	22,781.00	22,781.00	-	-	22,781.00	100%	-	
D-1.32	Access Doors	8,791.00	8,791.00	-	-	8,791.00	100%	-	
D-1.33	Single Girder Bridge Crane & Hoist (Equipment Only)	20,361.00	20,361.00	-	-	20,361.00	100%	-	
D-1.34	Single Girder Bridge Crane & Hoist (Installation)	12,387.00	12,387.00	-	-	12,387.00	100%	-	
D-1.35	Below Grade CCRO Skid Piping, Complete	57,740.00	57,740.00	-	-	57,740.00	100%	-	
D-1.36	Above Grade CCRO & CIP Skid Piping, Complete	129,743.00	42,817.55	-	82,925.45	125,749.90	97%	3,993.10	
D-1.37	Electrical	10,080.00	7,800.00	-	2,000.00	9,800.00	97%	280.00	
BASE BID GROUP D - Intermediate Clearwell¹									
D-1.38	Intermediate Clearwell Structural Concrete	170,506.00	170,506.00	-	-	170,506.00	100%	-	
D-1.39	Clearwell Hatches	15,613.00	15,613.00	-	-	15,613.00	100%	-	
D-1.40	Vertical Turbine Pumps	113,608.00	113,608.00	-	-	113,608.00	100%	-	
D-1.41	Degasser (Equipment Only)	112,153.00	112,153.00	-	-	112,153.00	100%	-	
D-1.42	Degasser (Installation)	6,407.00	6,407.00	-	-	6,407.00	100%	-	
D-1.43	Pump Building, Block Construction	116,781.00	116,781.00	-	-	116,781.00	100%	-	
D-1.44	Stair and Miscellaneous Metal	4,000.00	4,000.00	-	-	4,000.00	87%	603.00	
D-1.45	Clearwell Ladders	4,749.00	4,749.00	-	-	4,749.00	100%	-	
D-1.46	Fluid Applied Exterior Membrane	103,757.00	103,757.00	-	-	103,757.00	100%	-	
D-1.47	Intermediate Clearwell Piping, Fittings, Valves, Meters, Complete	77,335.00	48,294.53	1,175.39	27,865.08	77,335.00	100%	-	
D-1.48	Weir Plate and Weir Window	4,398.00	2,398.00	-	2,000.00	4,398.00	100%	-	
D-1.49	Electrical	50,400.00	46,000.00	4,400.00	-	50,400.00	100%	-	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JDO Consulting Group, Inc.	Engineer's Project No.:	202034.00
Contractor:	Velocity Contractors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRP Project No. 0311686		
Contract:	2022 Water Treatment Plant Upgrades, SRP Project No. 0311686		

Application No.:	23	Application Period:	From	01/01/25	to	02/01/25	Application Date:	02/12/25
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A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
BASE BID GROUP E - Chemical Feed System Improvements¹									
B-1.50	Chemical Feed System Improvements	149,305.00	146,869.00	1,000.00	-	147,869.00	99%	1,436.00	
B-1.51	Gas Chlorine System Improvements	62,365.00	2,000.00	50,000.00	-	52,000.00	83%	10,365.00	
B-1.52	Electrical	15,120.00	11,500.00	620.00	3,000.00	15,120.00	100%	-	
BASE BID GROUP F - Backwash Improvements¹									
B-1.53	Backwash Waste Pump and Piping Improvements, Complete	161,971.00	11,000.00	89,000.00	54,551.19	156,551.19	97%	5,417.81	
B-1.54	Proposed Manhole Improvements	1,551.00	1,551.00	-	-	1,551.00	100%	-	
B-1.55	Backwash Pit Access Hatch	3,727.00	-	-	-	-	0%	3,727.00	
B-1.56	Backwash Supply Pump and Piping Improvements, Complete	303,300.00	3,000.00	-	66,469.83	71,469.83	69%	31,890.07	
B-1.57	Electrical/Generator	252,000.00	247,859.90	1,000.00	-	248,859.90	99%	3,140.10	
Bid Alternate #1									
BA1-1	Gravity Filter Effluent Valve Replacement ¹	230,730.00	230,730.00	-	-	230,730.00	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 Total:	\$ 10,343,440.00	\$ 9,243,826.90	\$ 313,674.39	\$ 311,342.95	\$ 9,867,679.44		\$ 475,574.56
Change Order									
CO-1	12" Underlab 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	114,989.00	-	-	114,989.00	100%	-	
CO-4	Light and Fence - Drive way	17,454.00	3,000.00	-	-	3,000.00	17%	14,454.00	
CO-5	Aggregate+Grin+Trans & DPV-Overlay	72,262.00	-	50,000.00	-	50,000.00	69%	22,262.00	
		Change Order Total:	\$ 344,007.51	\$ 257,291.51	\$ 50,000.00	\$ 307,291.51	89%	\$ 36,716.00	
Unit Price									
U3	Install Aggregate	15,215.00	-	15,215.00	-	15,215.00	100%	-	
U3	Final Cleanwell Roof	14,030.00	-	-	-	-	0%	14,030.00	
BA31	Install 6" Pavement	190,079.00	190,079.00	0	-	190,079.00	100%	-	
Original Contract and Change Order									
		Project Total:	\$ 10,996,779.51	\$ 9,699,427.91	\$ 371,689.39	\$ 311,342.95	\$ 10,380,458.95	85%	\$ 526,320.56

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:	JFO Consulting Group, Inc.	Engineer's Project No.:	202204.00
Contractor:	Widby Constructors, Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrade, SRF Project No. D411686		
Contract:	2022 Water Treatment Plant Upgrade, SRF Project No. D411686		

Application No.:	23	Application Period:	From 01/01/25 to 02/01/25	Application Date:	02/12/25
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (J + I) (\$)	% of Items (J / I)	Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (I X G) (\$)				
Original Contract											
Base Bid¹											
9-2	Install Aggregate Surfacing	358.00	TONS	42.50	15,215.00			-	-	0%	15,215.00
9-3	Final Cleaned Roof Slab Rehabilitation	100.00	SF	180.00	18,000.00			-	-	0%	18,000.00
Bid Alternate #3											
9A-1	Install 6" Concrete Pavement ²	1,224.00	SY	163.56	199,079.00	1,224.00	199,079.00		199,079.00	100%	-
Original Contract Totals						\$ 219,224.00	\$ 199,079.00	\$ -	\$ 199,079.00	82%	\$ 29,245.00
Original Contract and Change Orders											
Project Totals						\$ 219,224.00	\$ 199,079.00	\$ -	\$ 199,079.00	82%	\$ 29,245.00

¹ Sales Tax for Materials & Equipment Included

Stored Materials Summary										Contractor's Application for Payment			
Owner:		City of Oak City						Owner's Project No.:					
Engineer:		BCC Consulting Group, Inc.						Engineer's Project No.:		202504.00			
Contractor:		Velocity Constructors Inc.						Contractor's Project No.:					
Project:		2022 Water Treatment Plant Upgrades, SRP Project No. 2021488											
Contract:		2022 Water Treatment Plant Upgrades, SRP Project No. 2021488											
Application No.:		21		Application Period:		From 01/01/25 To 02/01/25		Application Date:		02/11/25			
Item No. (Lump Sum Total or Bid Item No. (2024 Price Total)	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 (J - I)		
						Previous Amount Stored (G)	Amount Stored This Period (H)	Amount Stored to Date (G + H) (I)	Amount Previously Incorporated in the Work (J)	Amount Incorporated in the Work This Period (K)		Total Amount Incorporated in the Work (J + K) (L)	
0-5.18	004061		Hard Pipe	On-Site	3	18,799.00	-	18,799.00	18,799.00		18,799.00	-	
0-5.18	0040128		Hard Pipe	On-Site	4	9,289.85	-	9,289.85	9,289.85		9,289.85	-	
0-5.18	0039076		Hard Pipe	On-Site	4	4,684.82	-	4,684.82	4,684.82		4,684.82	-	
0-5.18	004120		Hard Pipe	On-Site	4	6,289.89	-	6,289.89	6,289.89		6,289.89	-	
0-5.18	004007		Hard Pipe	On-Site	4	28,879.17	-	28,879.17	28,879.17		28,879.17	-	
0-5.18	0037728		Hard Pipe	On-Site	4	28,726.89	-	28,726.89	28,726.89		28,726.89	-	
0-5.18 & 18			Valves	On-Site	4	33,900.00	-	33,900.00	33,900.00		33,900.00	-	
0-5.18	020264		Hard Pipe	On-Site	5	870.64	-	870.64	870.64		870.64	-	
0-5.18	020087		Hard Pipe	On-Site	5	920.82	-	920.82	920.82		920.82	-	
0-5.18	0040762		Hard Pipe	On-Site	5	1,022.80	-	1,022.80	1,022.80		1,022.80	-	
0-5.18, 07, 08, 02, 07	Pay App 2		Electrical Poles	On-Site	5	25,708.14	-	25,708.14	25,708.14		25,708.14	9,000.00	
01.06	0602006.06		Electric Pumps	On-Site	6	28,884.00	-	28,884.00				28,884.00	
01.07	00008		Valves Valves P&S	On-Site	7	27,886.28	-	27,886.28				27,886.28	
01.08	28120		Misc Metals Deciding	On-Site	7	9,000.00	-	9,000.00	9,000.00		9,000.00	-	
0-5.07	18 Invoites		Electrical	On-Site	7	112,181.76	-	112,181.76	112,181.76		112,181.76	-	
0-5.22	02000		NewTech	Subcontract	7	22,224.99	-	22,224.99	22,224.99		22,224.99	-	
01.01	228027		Overhead Doors	On-Site	8	17,000.00	-	17,000.00	17,000.00		17,000.00	-	
0-5.18	8 Invoites		Hard Pipe	On-Site	9	13,868.68	-	13,868.68	13,868.68		13,868.68	-	
0-5.07	Manholes		On-Site	On-Site	9	8,662.88	-	8,662.88	8,662.88		8,662.88	-	
0-5.08	2 Invoites		Inside Pipe	On-Site	9	28,987.89	-	28,987.89				28,987.89	
0-5.17	0037128		Long Pipe	On-Site	9	21,600.00	-	21,600.00				21,600.00	
0-5.02			Vertical Turbine Pumps	On-Site	10	89,940.00	-	89,940.00	89,940.00		89,940.00	-	
0-5.08	HSA		Electrical HSA	Photos	10	149,249.82	-	149,249.82	149,249.82		149,249.82	-	
0-5.22	Manholes		Date Valves	On-Site	10	20,890.00	-	20,890.00	20,890.00		20,890.00	-	
0-5.07	CBM		Cleanwell Pipe	On-Site	10	6,286.55	-	6,286.55	6,286.55		6,286.55	-	
0-5.22	Verano		Manholes	On-Site	11	90,000.00	-	90,000.00	90,000.00		90,000.00	-	
0-5.28	Quincy		Split Case Pump	On-Site	11	18,227.00	-	18,227.00	18,227.00		18,227.00	-	
01.07	8 Invoites		Piling	On-Site	11	28,798.29	-	28,798.29	28,798.29		28,798.29	-	
0-5.30	Quincy		Chain Hoist	On-Site	12	113,888.00	-	113,888.00	113,888.00		113,888.00	-	
0-5.22	NewTech		Troughs	On-Site	12	128,666.94	-	128,666.94	128,666.94		128,666.94	-	
0-5.18	Manholes		Valves	On-Site	12	7,885.83	-	7,885.83				7,885.83	
0-5.18	8 Invoites		Inside Piling	On-Site	12	34,824.08	-	34,824.08				34,824.08	
0-5.22	00325		Misc Metals - NewTech	On-Site	13	187,247.68	-	187,247.68	187,247.68		187,247.68	-	
0-5.22	00022		Valves - Valves	On-Site	13	90,906.40	-	90,906.40	90,906.40		90,906.40	-	
0-5.18	03688		Valves - Valves	On-Site	13	24,828.20	-	24,828.20	24,828.20		24,828.20	-	
0-5.18	03688		Valves - Valves	On-Site	13	64,028.10	-	64,028.10	64,028.10		64,028.10	-	
0-5.18	10 Invo		Concrete Manholes - Piling	On-Site	13	39,821.77	-	39,821.77				39,821.77	
0-5.11	Pay App 1		Worklight	On-Site	14	24,882.00	-	24,882.00				24,882.00	
01, 18, 04, 04, 08, 08, 02-1	Pay App		Misc Metals Deciding	On-Site	14	49,000.00	-	49,000.00	20,000.00		29,000.00	29,000.00	
04-1	00700		Valves	On-Site	14	90,000.00	-	90,000.00	90,000.00		90,000.00	-	
0-5.18	048800		BCP	On-Site	14	2,871.00	-	2,871.00	2,871.00		2,871.00	-	
0-5.18	0360228		Piling	On-Site	14	8,883.75	-	8,883.75				8,883.75	
0-5.28	11786		Enclosures	On-Site	14	13,828.88	-	13,828.88	13,828.88		13,828.88	-	
0-5.08	2212-00090		Valves	On-Site	14	92,088.82	-	92,088.82				92,088.82	
0-5.28	Pay App		Misc Metals Deciding	On-Site	14	60,000.00	-	60,000.00				60,000.00	
0-5.18			Check Valves	On-Site	15	13,827.88	-	13,827.88				13,827.88	

Council member Jim Angell made a motion to approve Pay Estimate #11 in the amount of \$123,664.65 to BRB Contractors, Inc. for the Wastewater Treatment Plant Improvement Project. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
 Yea: 4, Nay: 0, Absent: 2


Contractor's Application for Payment No.		11
	Application Period: 12/24/2024 - 1/21/2025	Application Date: 1/21/2025
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.: NE3DAY	Engineer's Project No.: 6475

Application For Payment
 Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
1	\$100,574.62	-\$61,042.51	1. ORIGINAL CONTRACT PRICE..... \$ \$16,882,000.00
2	\$133,342.31		2. Net change by Change Orders..... \$ \$172,874.42
			3. Current Contract Price (Line 1 ± 2a-2b)..... \$ \$17,054,874.42
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ \$7,060,378.33
			5. RETAINAGE:
			a. 5% X \$3,626,203.56 Work Completed..... \$ \$181,310.18
			b. 5% X \$3,434,174.77 Stored Material..... \$ \$171,708.74
			c. Total Retainage (Line 5a + Line 5b)..... \$ \$353,018.92
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ \$6,707,359.41
TOTALS	\$233,916.93	-\$61,042.51	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$6,583,694.76
NET CHANGE BY CHANGE ORDERS	\$172,874.42		8. AMOUNT DUE THIS APPLICATION..... \$ \$123,664.65
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ \$10,347,515.01

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: 2/5/2024
 Josh Kling
 Project Manager
 BRB Contractors, Inc.

Payment of: \$ \$123,664.65
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  2/7/2025
 (Engineer) (Date)

Payment of: \$ \$123,664.65
 (Line 8 or other - attach explanation of the other amount)

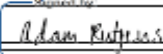
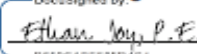
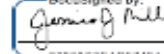
is approved by:  2-12-25
 (Owner) (Date)

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

Council member Kevin Woita made a motion to approve Pay Application #4 for Rutjens Construction in the amount of \$1,292,657.18 for the '2023 Water Main North Loop'. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
 Yea: 4, Nay: 0, Absent: 2

DocuSign Envelope ID: 6ADC87CD-8763-4114-99A6-27AAB5C75DFB

Contractor's Application for Payment			
Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	221276.00
Contractor:	Rutjens Construction Inc.	Contractor's Project No.:	843
Project:	2023 Water Main Improvements North Loop		
Contract:	2023 Water Main Improvements North Loop		
Application No.:	4	Application Date:	12/4/2024
Application Period:	From 3/20/2024	to	12/4/2024
1. Original Contract Price		\$	3,521,576.00
2. Net change by Change Orders		\$	303,401.00
3. Current Contract Price (Line 1 + Line 2)		\$	3,824,977.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$	3,246,951.50
5. Retainage			
a. 5% X \$ 3,246,951.50 Work Completed =		\$	162,347.58
b. 5% X \$ - Stored Materials =		\$	-
c. Total Retainage (Line 5.a + Line 5.b)		\$	162,347.58
6. Amount eligible to date (Line 4 - Line 5(c))		\$	3,084,603.92
7. Less previous payments (Line 6 from prior application)		\$	1,791,946.74
8. Amount due this application		\$	1,292,657.18
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$	740,373.08
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:	Rutjens Construction Adam Rutjens		
Signature:		Date:	12/5/2024
Recommended by Engineer		Approved by Owner	
By:		By:	
Title:	Branch Manager	Title:	Mayor
Date:	12/5/2024	Date:	12/19/2024
Approved by Funding Agency			
By:	N/A	By:	N/A
Title:		Title:	
Date:		Date:	

DocuSign Envelope ID: 8ADC87C0-8763-4114-00A8-27AA85C75DFB

Progress Estimate - Unit Price Work											Contractor's Application for Payment		
Owner:	City of David City										Owner's Project No.:		
Engineer:	JED Consulting Group, Inc.										Engineer's Project No.:	221276.00	
Contractor:	Rutgers Construction Inc.										Contractor's Project No.:	863	
Project:	2023 Water Main Improvements North Loop												
Contract:	2023 Water Main Improvements North Loop												
Application No.:	4		Application Period:	From	01/20/24		To	12/04/24		Application Date:	12/04/24		
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (\$ X I)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (\$ X Q)	Materials Currently Stored (\$)	Work Completed and Materials Stored to Date (\$ + I)	N of Value of Item (I / F)	Balance to Finish (F - I)		
												Contract Information	Work Completed
Original Contract													
Group A - Water Main													
1	Mobilization	1	LS	195,000.00	195,000.00	1.00	195,000.00		195,000.00	1.00	-		
2	Bonding and Insurance	1	LS	35,000.00	35,000.00	1.00	35,000.00		35,000.00	100%	-		
3	Stabilized Construction Entrance	4	EA	3,250.00	13,000.00		-		-	0%	13,000.00		
4	Clearing and Grubbing	1	LS	4,500.00	4,500.00	1.00	4,500.00		4,500.00	100%	-		
5	Remove and Re-set Fence	200	LF	15.00	3,000.00	200.00	3,000.00		3,000.00	100%	-		
6	Railroad Flagging	14	DAY	4,000.00	56,000.00		-		-	0%	56,000.00		
7	Railroad Track and Ground Monitoring	2	EA	5,500.00	11,000.00		-		-	0%	11,000.00		
8	Railroad Insurance Requirements	1	LS	5,500.00	5,500.00		-		-	0%	5,500.00		
9	16" PVC Water Main, DR 18	14009	LF	201.00	2,815,209.00	14,580.00	2,815,209.00		2,815,209.00	100%	2,829.00		
10	16" PVC Water Main, DR 18, RI, Directionally Bored	1802	LF	290.00	523,580.00	1,457.00	422,530.00		422,530.00	80%	56,550.00		
11	16" PVC Water Main, DR 18, RI, Dry Bored	190	LF	181.00	34,380.00	190.00	34,380.00		34,380.00	100%	-		
12	16" PVC Water Main, DR 18, RI, Inside 34" Steel Casing	625	LF	130.00	81,250.00	625.00	81,250.00		81,250.00	100%	-		
13	12" PVC Water Main, DR 18	22	LF	113.00	2,486.00	22.00	2,486.00		2,486.00	100%	-		
14	8" PVC Water Main, DR 18	120	LF	42.00	5,040.00	120.00	5,040.00		5,040.00	100%	-		
15	8" PVC Water Main, DR 18, RI, Directionally Bored	90	LF	75.00	7,200.00	90.00	7,200.00		7,200.00	100%	-		
16	8" PVC Water Main, DR 18, RI, Inside 14" Steel Casing	40	LF	45.00	1,800.00	40.00	1,800.00		1,800.00	100%	-		
17	14" Steel Casing, 0.375" Thickness, Jack and Bore	230	LF	620.00	142,600.00	230.00	142,600.00		142,600.00	100%	-		
18	14" Steel Casing, 0.375" Thickness, Jack and Bore, With	396	LF	690.00	272,520.00	396.00	272,520.00		272,520.00	100%	-		
19	14" Steel Casing, 0.180" Thickness, Jack and Bore	40	LF	255.00	10,200.00	40.00	10,200.00		10,200.00	100%	-		
20	16" Gate Valve and Box, MI	12	EA	12,115.00	145,380.00	12.00	145,380.00		145,380.00	100%	-		
21	12" Gate Valve and Box, MI	3	EA	3,915.00	11,745.00	3.00	7,830.00		7,830.00	67%	3,915.00		
22	8" Gate Valve and Box, MI	4	EA	2,255.00	9,020.00	4.00	9,020.00		9,020.00	100%	-		
23	6" Gate Valve and Box, MI	1	EA	1,315.00	1,315.00	1.00	1,315.00		1,315.00	100%	-		
24	16" x 16" x 16" Tee, MI	3	EA	2,345.00	7,035.00	3.00	7,035.00		7,035.00	100%	-		
25	16" x 8" x 16" Tee, MI	1	EA	2,020.00	2,020.00		-		-	0%	2,020.00		
26	16" x 8" x 16" Tee, MI	12	EA	1,987.00	23,844.00	12.00	23,844.00		23,844.00	100%	-		
27	12" x 8" x 12" Tee, MI	1	EA	999.00	999.00		-		-	0%	999.00		
28	8" x 8" x 8" Tee, MI	3	EA	585.00	1,755.00	3.00	1,755.00		1,755.00	67%	585.00		
29	8" x 4" x 8" Tee, MI	1	EA	555.00	555.00	1.00	555.00		555.00	100%	-		
30	16" 90° Bend, MI	3	EA	1,915.00	5,745.00	3.00	5,745.00		5,745.00	100%	-		
31	12" 90° Bend, MI	2	EA	980.00	1,970.00		-		-	0%	1,970.00		
32	8" 90° Bend, MI	4	EA	500.00	2,000.00	4.00	2,000.00		2,000.00	100%	-		
33	16" 45° Bend, MI	14	EA	1,385.00	19,390.00	14.00	19,390.00		19,390.00	100%	-		
34	16" 11.25° Bend, MI	2	EA	1,385.00	2,770.00	2.00	2,770.00		2,770.00	100%	-		
35	16" x 12" Reducer, MI	2	EA	1,051.00	2,102.00	2.00	2,102.00		2,102.00	100%	-		
36	16" x 8" Reducer, MI	1	EA	1,044.00	1,044.00	1.00	1,044.00		1,044.00	100%	-		
37	16" Cap, MI	1	EA	855.00	855.00	1.00	855.00		855.00	100%	-		

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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.:	221276.00									
Contractor:	Nuffley Construction Inc.					Contractor's Project No.:	861									
Project:	2023 Water Main Improvements North Loop															
Contract:	2023 Water Main Improvements North Loop															
Application No.:	4		Application Period:	From	01/20/24		to	12/04/24		Application Date:	12/04/24					
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (per In G)	Work Completed and Materials Stored to Date (H + I)	% of Value of Items (J / F)	Balance to Finish (F - I)					
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (H X G)									
38	10" Plug, MI	1	EA	885.00	885.00	1.00	885.00		885.00	100%	-					
39	8" Plug, MI	1	EA	250.00	250.00	1.00	250.00		250.00	100%	-					
40	6" Plug, MI	1	EA	150.00	150.00	1.00	150.00		150.00	100%	-					
41	Combination Air Release Valve Manhole	2	EA	31,221.00	62,442.00	1.00	31,221.00		31,221.00	50%	31,221.00					
42	Connect to Existing Water Main	6	EA	1,310.00	7,860.00	6.00	7,860.00		7,860.00	100%	-					
43	Water Main Reroute and Abandonments	1	LS	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-					
44	Removal and Replacement of Unsuitable Backfill	1000	CY	25.00	25,000.00		-		-	0%	25,000.00					
45	10" x 1" Saddle	4	EA	446.00	1,784.00	4.00	1,784.00		1,784.00	100%	-					
46	1" Corporation Stop	4	EA	215.00	860.00	4.00	860.00		860.00	100%	-					
47	1" W Water Service (SD 7)	54	LF	26.00	1,512.00	54.00	1,512.00		1,512.00	100%	-					
48	1" Curb Stop and Box	4	EA	410.00	1,640.00	4.00	1,640.00		1,640.00	100%	-					
49	Remove Existing CMP Culvert	7	EA	250.00	1,750.00	6.00	1,500.00		1,500.00	86%	250.00					
50	10" CMP Culvert	240	LF	60.00	14,400.00	200.00	12,000.00		12,000.00	83%	2,400.00					
51	10" CMP Flared End Section	14	EA	410.00	5,740.00	12.00	4,920.00		4,920.00	86%	820.00					
52	Remove Pavement	70	SY	15.00	1,050.00	12.00	180.00		180.00	17%	870.00					
53	6" Concrete Pavement	70	SY	115.00	8,050.00	12.00	1,380.00		1,380.00	17%	6,670.00					
54	Remove Driveway	80	SY	15.00	900.00	60.00	900.00		900.00	100%	-					
55	6" Concrete Driveway	80	SY	113.00	9,040.00	60.00	6,780.00		6,780.00	100%	-					
56	Crushed Rock Surface Course	328	TONS	51.00	16,728.00		-		-	0%	16,728.00					
57	Gravel Surface Course	1817	TONS	35.00	64,595.00		-		-	0%	64,595.00					
58	Ballard	6	EA	1,000.00	6,000.00		-		-	0%	6,000.00					
59	Repair Drain Tile	5	EA	500.00	2,500.00		-		-	0%	2,500.00					
60	Stem Wall	3000	LF	4.50	13,500.00		-		-	0%	13,500.00					
61	W/ Fence, High Porosity	3000	LF	4.50	13,500.00		-		-	0%	13,500.00					
62	Erosion Control Mat	3000	SY	6.75	20,250.00		-		-	0%	20,250.00					
63	Seeding, Fertilizer, and Mulch	1	LS	25,155.00	25,155.00	0.50	12,577.50		12,577.50	50%	12,577.50					
64	County Road Restoration	1	LS	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-					
65	Temporary Traffic Control	1	LS	4,000.00	4,000.00	1.00	4,000.00		4,000.00	100%	-					
Group B - Fire Hydrants																
1	6" Fire Hydrant Assembly	12	EA	6,945.00	83,340.00	11.00	75,291.00		75,291.00	91%	6,945.00					
Alternate 1 - Modified Construction Schedule																
1	Completion of Milestone by September 1, 2023 (Add/Deduct)	1	EA	50,000.00	50,000.00	1.00	50,000.00		50,000.00	100%	-					
					Original Contract Totals	\$	3,521,376.00	\$	3,551,376.50	\$	-	\$	3,551,376.50	89%	\$	870,200.50

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JGD Consulting Group, Inc.	Engineer's Project No.:	221276.00
Contractor:	Rufens Construction Inc.	Contractor's Project No.:	863
Project:	2023 Water Main Improvements North Loop		
Contract:	2023 Water Main Improvements North Loop		

Application No.:	4	Application Period:	From 02/20/24 to 12/04/24	Application Date:	12/04/24
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A	B	C	D	E	F	G		I	J	K	L
						H	H				
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (I X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (J + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - I) (\$)

Change Orders

Change Order 1											
CO1.1	Mobilization	1	EA	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-
CO1.2	Bonding and Insurance	1	LS	500.00	500.00	1.00	500.00		500.00	100%	-
CO1.3	1.5" HDPE Force Main, SDR 11	2794	LF	19.00	71,896.00	3,784.00	71,896.00		71,896.00	100%	-
CO1.4	1.5" HDPE Force Main, SDR 11, Directionally Installed	130	LF	26.00	3,380.00	130.00	3,380.00		3,380.00	100%	-
CO1.5	1.25" Un-lateral Valve with Curb Stop Box	1	EA	955.00	955.00	1.00	955.00		955.00	100%	-
CO1.6	Connect to Existing Manhole	1	EA	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
CO1.7	Grading, Hatching, and MUDS	1	LS	4,000.00	4,000.00	1.00	4,000.00		4,000.00	100%	-

Change Order 2											
CO2.1	Hydrant Relocation - STA 122+83	1	LS	4,115.00	4,115.00	1.00	4,115.00		4,115.00	100%	-
CO2.1	Hydrant Relocation - STA 100+12	1	LS	4,115.00	4,115.00	1.00	4,115.00		4,115.00	100%	-
CO2.1	Hydrant Relocation - STA 600+04	1	LS	4,115.00	4,115.00	1.00	4,115.00		4,115.00	100%	-

Change Order 3											
C-CO3.1	Mobilization	1	LS	2,000.00	2,000.00		-		-	0%	2,000.00
C-CO3.2	Bonding and Insurance	1	LS	1,000.00	1,000.00		-		-	0%	
C-CO3.3	12" Yellowish Water Main (Install Only)	1540	LF	20.00	30,800.00		-		-	0%	
C-CO3.4	8" PVC Water Main, DR18	5	LF	35.00	175.00		-		-	0%	
C-CO3.5	8" PVC Water Main, DR18, 4', Directionally Installed	815	LF	70.00	57,050.00		-		-	0%	
C-CO3.6	8" PVC Water Main, DR18 (Install Only)	280	LF	35.00	9,800.00		-		-	0%	
C-CO3.7	8" PVC Water Main, DR18	1457	LF	48.00	69,936.00		-		-	0%	
C-CO3.8	8" Gate Valve and Box, MI	3	EA	2,230.00	6,690.00		-		-	0%	
C-CO3.9	8" 22.5° Bend, MI	2	EA	295.00	590.00		-		-	0%	
C-CO3.10	8" 45° Bend, MI	3	EA	310.00	930.00		-		-	0%	
C-CO3.11	8" x 8" Reducer, MI	1	EA	321.00	321.00		-		-	0%	
C-CO3.12	8" x 8" Reducer, MI	1	EA	420.00	420.00		-		-	0%	
C-CO3.13	8" x 8" Tee, MI (Install Only)	2	EA	175.00	350.00		-		-	0%	
C-CO3.14	8" x 8" Tee, MI	2	EA	505.00	1,010.00		-		-	0%	
C-CO3.15	8" Plug, MI	1	EA	215.00	215.00		-		-	0%	
C-CO3.16	8" Cap, MI	1	EA	180.00	180.00		-		-	0%	
C-CO3.17	8" x 8" Saddle	1	EA	610.00	610.00		-		-	0%	
C-CO3.18	8" x 12" Saddle	2	EA	245.00	490.00		-		-	0%	
C-CO3.19	12" Flush Hydrant Assembly	1	EA	2,980.00	2,980.00		-		-	0%	
C-CO3.20	12" PE Water Service (SDR 7)	12	LF	19.00	228.00		-		-	0%	
C-CO3.21	12" Corporation Stop	2	EA	225.00	450.00		-		-	0%	
C-CO3.22	12" PE Water Service (SDR 7)	32	LF	17.00	544.00		-		-	0%	
C-CO3.23	12" Curb Stop and Box (Install Only)	2	EA	105.00	210.00		-		-	0%	
C-CO3.24	Connect to Existing Water Main	1	EA	1,000.00	1,000.00		-		-	0%	

Progress Estimate - Unit Price Work										Contractor's Application for Payment						
Owner:	City of David City									Owner's Project No.:						
Engineer:	JED Consulting Group, Inc.									Engineer's Project No.:	221276.00					
Contractor:	Budge Construction Inc.									Contractor's Project No.:	843					
Project:	2023 Water Main Improvements North Loop															
Contract:	2023 Water Main Improvements North Loop															
Application No.:	4		Application Period:	From	01/22/24		to	12/04/24		Application Date:	12/04/24					
A	B	C	D	E	F	G	H	I	J	K	L					
Bid Item No.	Description	Contract Information				Work Completed		Materials Correctly Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (N)	Balance to Finish (P - I) (\$)					
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X D) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)									
C-C01.25	Remove Pavement	3	SY	16.00	48.00			-		-	0%					
C-C01.26	7" Concrete Pavement	3	SY	125.00	375.00			-		-	0%					
C-C01.27	Crushed Rock Surface Course	200	TONS	55.00	11,000.00			-		-	0%					
C-C01.28	Seeding, Fertilizer and Mulch	1	LS	5,500.00	5,500.00			-		-	0%					
C-C01.29	County Road Restoration	1	LS	2,500.00	2,500.00			-		-	0%					
C-C01.30	Temporary Traffic Control Measures	1	LS	1,500.00	1,500.00			-		-	0%					
D-C01.1	8" Fire Hydrant Assembly (metal Only)	1	LS	1,750.00	1,750.00			-		-	0%					
D-C01.2	8" Fire Hydrant Assembly	1	LS	7,405.00	7,405.00			-		-	0%					
								-		-	-					
Change Order Totals					\$	303,601.00		\$	95,576.00	\$	-	\$	95,576.00	32%	\$	-
Original Contract and Change Orders																
Project Totals					\$	3,824,977.00		\$	3,246,961.50	\$	-	\$	3,246,961.50	85%	\$	578,015.50

(Note: All amounts in this report are in U.S. Dollars unless otherwise specified.)

Stored Materials Summary

Contractor's Application for Payment


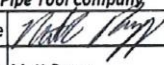
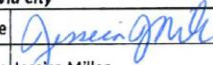
Owner: <u>City of David City</u>							Owner's Project No.: _____						
Engineer: <u>J&J Consulting Group, Inc.</u>							Engineer's Project No.: <u>221276.00</u>						
Contractor: <u>Rudgers Construction Inc.</u>							Contractor's Project No.: <u>868</u>						
Project: <u>2024 Water Main Improvements North Loop</u>													
Contract: <u>2024 Water Main Improvements North Loop</u>													
Application No.: <u>4</u>		Application Period: From <u>01/20/24</u> to <u>12/04/24</u>			Application Date: <u>12/04/24</u>								
A	B	C	D	E	F	G		H	I	J	K	L	M
Item No. (Jump Item Tab) or MO 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			Total Amount Incorporated in the Work (I + K)	Materials Remaining in Storage (L - I)	
						Previous Amount Stored (G)	Amount Stored this Period (H)	Amount Stored to Date (J + H)	Amount Previously Incorporated in the Work (J)	Amount Incorporated in the Work this Period (K)			
A.9	1712699		16" CMO Water Main	On-Site	2	75,612.50		75,612.50			75,612.50	75,612.50	-
A.9	1712680		16" CMO Water Main	On-Site	2	75,612.50		75,612.50			75,612.50	75,612.50	-
A.9	1712682		16" CMO Water Main	On-Site	2	75,612.50		75,612.50			75,612.50	75,612.50	-
A.9	1712679		16" CMO Water Main	On-Site	2	75,612.50		75,612.50			75,612.50	75,612.50	-
A.9	1712617		16" CMO Water Main	On-Site	2	75,612.50		75,612.50			75,612.50	75,612.50	-
A.9	1897277		16" CMO Water Main	On-Site	2	75,612.50		75,612.50			75,612.50	75,612.50	-
A.17	1865606		24" Steel Casing	On-Site	2	25,812.71		25,812.71			25,812.71	25,812.71	-
A.18	1865608		24" Steel Casing w/ Coating	On-Site	2	64,209.50		64,209.50			64,209.50	64,209.50	-
								-			-	-	-
								-			-	-	-
								-			-	-	-
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								-			-	-	-
Total						\$ 642,877.28	\$ -	\$ 642,877.28	\$ -	\$ 642,877.28	\$ 642,877.28	\$ -	

Council member Bruce Meysenburg made a motion to approve Pay Application #6 in the amount of \$774.90 for Municipal Pipe Tool for the South Area Sewer Rehabilitation Project. Council Member Jeremy Abel seconded the motion. The motion carried.
 Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea Yea: 4, Nay: 0, Absent: 2



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

ESTIMATE OF CONSTRUCTION COMPLETED							
PARTIAL PAYMENT NO. 6							
PROJECT TITLE: South Area Sewer Rehabilitation							
Contractor: Municipal Pipe Tool Company				Date: January 3, 2025			
Original Contract Amount: \$667,383.15							
Pay Period: December 3, 2024 to December 18, 2024							
BID ITEMS							
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE	UNIT PRICE	VALUE COMPLETED TO DATE
1.1	Mobilization	LS	1.00	1.10	0.75	\$39,917.50	\$29,938.13
1.2	Traffic Control	LS	1.00	1.00	0.75	\$8,912.40	\$6,684.30
1.3	Surface Restoration	LS	1.00	1.00	0.60	\$8,610.00	\$5,166.00
1.4	PCC Pavement	SY	100.00	100.00	56.22	\$100.80	\$5,666.98
1.5	HMA Pavement	SY	100.00	36.00	0.00	\$100.80	\$0.00
1.6	PCC Sidewalk	SY	100.00	100.00	0.00	\$94.50	\$0.00
1.7	Remove and Replace 8" Sewer	LF	110.00	110.00	131.00	\$47.25	\$6,189.75
1.8	8" Sanitary Sewer Telesiving	LF	4,165.00	3,924.30	3,708.40	\$1.00	\$3,708.40
1.9	8" Sanitary Sewer Cleaning	LF	4,165.00	3,924.30	3,708.40	\$2.00	\$7,416.80
1.10	8" Sanitary Sewer Cured-in-Place Pipe	LF	4,165.00	3,924.30	1,655.00	\$34.00	\$56,270.00
1.11	10" Sanitary Sewer Telesiving	LF	2,395.00	2,806.90	2,806.90	\$1.00	\$2,806.90
1.12	10" Sanitary Sewer Cleaning	LF	2,395.00	2,806.90	2,806.90	\$2.00	\$5,613.80
1.13	10" Sanitary Sewer Cured-in-Place Pipe	LF	2,395.00	2,386.90	1,982.00	\$39.00	\$77,298.00
1.14	12" Sanitary Sewer Telesiving	LF	2,685.00	2,636.40	2,636.40	\$1.00	\$2,636.40
1.15	12" Sanitary Sewer Cleaning	LF	2,685.00	2,636.40	2,396.50	\$3.00	\$7,189.50
1.16	12" Sanitary Sewer Cured-in-Place Pipe	LF	2,685.00	1,358.40	1,038.00	\$42.00	\$43,596.00
1.17	18" Sanitary Sewer Telesiving	LF	1,013.00	617.30	617.30	\$1.00	\$617.30
1.18	18" Sanitary Sewer Cleaning	LF	1,013.00	617.30	617.30	\$4.00	\$2,469.20
1.20	18" Sanitary Sewer Cured-in-Place Pipe	LF	1,013.00	617.30	618.00	\$74.00	\$45,732.00
1.21	Point Repair No. 1	EA	1.00	0.00	0.00	\$3,528.00	\$0.00
1.22	Point Repair No. 2	EA	1.00	0.00	0.00	\$3,528.00	\$0.00
1.23	Point Repair No. 3	EA	1.00	0.00	0.00	\$3,528.00	\$0.00
1.24	Point Repair No. 4	EA	1.00	0.00	0.00	\$3,024.00	\$0.00
1.25	Point Repair No. 5	EA	1.00	1.00	0.00	\$3,391.50	\$0.00
1.26	Point Repair No. 6	EA	1.00	0.00	0.00	\$10,185.00	\$0.00
1.27	Point Repair No. 7	EA	1.00	1.00	0.00	\$12,731.25	\$0.00
1.28	Point Repair No. 8	EA	1.00	1.00	0.00	\$3,024.00	\$0.00
1.29	Point Repair No. 9	EA	1.00	0.00	0.00	\$3,024.00	\$0.00
1.30	Heavy Cleaning / Root Cutting	LF	2,696.00	2,696.00	1,154.00	\$5.00	\$5,770.00
1.31	Reinstate Service Connection	EA	103.00	90.00	56.00	\$90.00	\$5,040.00
1.32	Grout Service Connection	EA	103.00	72.00	0.00	\$450.00	\$0.00
1.33	Trim Protruding Service, Clay or PVC	EA	5.00	5.00	2.00	\$368.00	\$736.00
CO1 1.33	Manhole, 48" Dia	EA	0.00	1.00	1.00	\$14,610.00	\$14,610.00
CO1 2.1	PCC Pavement	SY	0.00	50.00	0.00	\$100.80	\$0.00
CO1 2.2	Hot Mix Asphalt	SY	0.00	125.00	0.00	\$117.60	\$0.00
CO1 2.3	8" Sanitary Sewer Telesiving	LF	0.00	923.00	0.00	\$1.00	\$0.00
CO1 2.4	8" Sanitary Sewer Cleaning	LF	0.00	923.00	0.00	\$2.00	\$0.00
CO1 2.5	8" Sanitary Sewer Cured-in-Place Pipe	LF	0.00	923.00	0.00	\$36.00	\$0.00
CO1 2.6	Point Repair No. 10	EA	0.00	1.00	0.00	\$8,531.25	\$0.00
CO1 2.7	Point Repair No. 11	EA	0.00	0.00	0.00	\$8,531.25	\$0.00
CO1 2.8	Point Repair No. 12	EA	0.00	0.00	0.00	\$8,531.25	\$0.00
CO1 2.9	Heavy Cleaning / Root Cutting	LF	0.00	488.00	0.00	\$5.00	\$0.00
CO1 2.10	Reinstate Service Connection	EA	0.00	21.00	0.00	\$90.00	\$0.00
CO1 2.11	Grout Service Connection	EA	0.00	21.00	0.00	\$500.00	\$0.00
CO1 2.12	Trim Protruding Service, Clay or PVC	EA	0.00	2.00	0.00	\$368.00	\$0.00
CO2 1.35	Compaction and PCC Testing	LS	0.00	1.00	0.00	\$2,000.00	\$0.00
CO2 2.13	Point Repair No. 11 Add Manhole	EA	0.00	1.00	0.00	\$17,275.50	\$0.00
CO2 2.14	Point Repair No. 12 Add Manhole	EA	0.00	1.00	0.00	\$19,195.00	\$0.00
Total Value Completed - Bid Items							\$335,155.46

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$667,383.15	\$335,155.46
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1	Add and remove base bid item and Add Alternate 1 quantities. Item changes included in bid items.	-\$11,667.70	\$0.00
2	Remove and add bid items. Item changes included in bid items 1.13, 1.35, 2.7, 2.8, 2.13 and 2.14	\$5,028.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
Total Change Orders		-\$6,639.70	\$0.00
Revised Contract Price		\$660,743.45	\$335,155.46
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$335,155.46
Retainage (10%)			\$33,515.55
Total Earned Less Retainage			\$301,639.91
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	April 1, 2024 to April 26, 2024	\$45,845.59	
2	April 26, 2024 to July 30, 2024	\$216,338.13	
3	July 31, 2024 to August 11, 2024	\$17,543.70	
4	August 12, 2024 to September 24, 2024	\$11,281.95	
5	September 25, 2024 to December 2, 2024	\$9,855.64	
6		\$0.00	
7		\$0.00	
8		\$0.00	
9		\$0.00	
10		\$0.00	
Total Previously Approved			\$300,865.01
Amount Due This Request			\$774.90
Note: The amount \$774.90 is recommended for approval for payment in accordance with the terms of the Contract.			
CONTRACT SUMMARY			
ORIGINAL CONTRACT AMOUNT		\$667,383.15	
TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS		\$660,743.45	
THIS PARTIAL PAYMENT		\$774.90	
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT		\$301,639.91	
BALANCE		\$359,103.54	
PERCENT COMPLETE		50.7%	
Recommended By: Veenstra & Kimm, Inc.		Contractor: Municipal Pipe Tool Company	
Approved: City of David City			
Signature		Signature	
Name	Mike Shoup	Name	Matt Boggs
Title	Project Manager	Title	Project Manager
Date	01/31/2025	Date	01/22/25
Signature		Signature	
Name		Name	Jessica Miller
Title		Title	Mayor
Date		Date	2-12-25

Council member Jim Angell made a motion to approve Change Order #4 for Rutjens Construction, Inc. in the amount of (\$239,885.00). Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
 Yea: 4, Nay: 0, Absent: 2

CHANGE ORDER NO.: 4

Owner: **City of David City** Owner's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **221276.00**
 Contractor: **Rutjens Construction, Inc.** Contractor's Project No.:
 Project: **David City Water Main Loop to AGP**
 Contract Name: **2023 Water Main Improvements North Loop**
 Date Issued: **1/31/2025** Effective Date of Change Order: **Date Signed by Owner**

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

Description:

- (1). Adjustment of final quantities installed for the North Loop Water Main Project and the Amendment No. 1 Water Main to WWTF Project.
- (2). Adjustment of final completion date to allow for seeding to occur in the spring.

Attachments:

None.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>3,521,576.00</u>	Original Contract Times: Substantial Completion: <u>September 1, 2024</u> Ready for final payment: <u>November 1, 2024</u>
Net change from previously approved Change Orders: \$ <u>303,401.00</u>	Net change from previously approved Change Orders: Substantial Completion: <u>December 31, 2024</u> Ready for final payment: <u>January 31, 2025</u>
Contract Price prior to this Change Order: \$ <u>3,824,977.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 31, 2024</u> Ready for final payment: <u>January 31, 2025</u>
Net change for this Change Order: \$ <u>(239,885.00)</u>	Net change for this Change Order: Substantial Completion: <u>January 31, 2025</u> Ready for final payment: <u>April 30, 2025</u>
Contract Price incorporating this Change Order: \$ <u>3,585,092.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>January 31, 2025</u> Ready for final payment: <u>April 30, 2025</u>

<p>Recommended by Engineer (if required)</p> <p>By: <u>Ethan Jay, P.E.</u> <small>02030CASE02M04</small> Title: Branch Manager</p> <p>Date: <u>2/4/2025</u></p>	<p>DocuSigned by: <u>Gerrit J. Miller</u> <small>02601C3EAD057494</small> Authorized by Owner</p> <p>Date: <u>2/14/2025</u></p>
<p>Accepted by Contractor</p> <p>By: <u>Adam Rutjens</u> <small>02030CASE02M04</small> Title: V President</p> <p>Date: <u>2/4/2025</u></p>	<p>Approved by Funding Agency (if applicable)</p> <p>N/A</p>

Change Order Estimate - Unit Price Work					
JEO Project Name: David City Water Main Loop to AGP		JEO Project Number: 221276.00			
Owner: City of David City		Change Order Number: 4			
Contractor: Rutjens Construction, Inc.		Effective Date: Date Signed by Owner			
Bid Item No.	Item Description	Change Order Information			
		Item Quantity	Units	Unit Price	
		Total Value of Item (\$)			
A3	Stabilized Construction Entrance	(4.00)	EA	\$3,250.00	(\$13,000.00)
A9	16" PVC Water Main, DR 18	(29.00)	LF	\$101.00	(\$2,929.00)
A10	16" PVC Water Main, DR 18, RJ, Directionally Bored	(195.00)	LF	\$290.00	(\$56,550.00)
A21	12" Gate Valve and Box, MJ	(3.00)	EA	\$3,915.00	(\$11,745.00)
A22	8" Gate Valve and Box, MJ	(2.00)	EA	\$2,255.00	(\$4,510.00)
A25	16" x 8" x 16" Tee, MJ	(1.00)	EA	\$2,020.00	(\$2,020.00)
A27	12" x 8" x 12" Tee, MJ	(1.00)	EA	\$999.00	(\$999.00)
A28	8" x 6" x 8" Tee, MJ	(1.00)	EA	\$585.00	(\$585.00)
A31	12" 90° Bend, MJ	(2.00)	EA	\$988.00	(\$1,976.00)
A44	Removal and Replacement of Unsuitable Backfill	(1000.00)	CY	\$25.00	(\$25,000.00)
A49	Remove Existing CMP Culvert	1.00	EA	\$250.00	\$250.00
A52	Remove Pavement	(58.00)	SY	\$15.00	(\$870.00)
A53	8" Concrete Pavement	(58.00)	SY	\$115.00	(\$6,670.00)
A56	Crushed Rock Surface Course	(248.00)	TONS	\$51.00	(\$12,648.00)
A57	Gravel Surface Course	(1582.00)	TONS	\$35.00	(\$55,370.00)
A59	Repair Drain Tile	(5.00)	EA	\$500.00	(\$2,500.00)
A60	Straw Wattle	(3000.00)	LF	\$4.50	(\$13,500.00)
A61	Silt Fence, High Porosity	(2000.00)	LF	\$4.50	(\$9,000.00)
A62	Erosion Control Mat	(3000.00)	SY	\$6.75	(\$20,250.00)
B1	6" Fire Hydrant Assembly	(1.00)	EA	\$6,845.00	(\$6,845.00)
CO4.1	16" PVC Water Main, DR 18, RJ, Trenched	100.00	LF	\$130.00	\$13,000.00
C-CO3.9	3" 22.5" Bend, MJ	(2.00)	EA	\$295.00	(\$590.00)
C-CO3.10	3" 45" Bend, MJ	(1.00)	EA	\$310.00	(\$310.00)
C-CO3.25	Remove Pavement	(3.00)	SY	\$16.00	(\$48.00)
C-CO3.26	7" Concrete Pavement	(3.00)	SY	\$125.00	(\$375.00)
C-CO3.27	Crushed Rock Surface Course	(200.00)	TONS	\$55.00	(\$11,000.00)
D-CO3.1	6" Fire Hydrant Assembly (Install Only)	(1.00)	EA	\$1,250.00	(\$1,250.00)
D-CO3.2	6" Fire Hydrant Assembly	1.00	EA	\$7,405.00	\$7,405.00
		Total Bid - Change Order 3:			(\$239,885.00)

Council member Bruce Meysenburg made a motion to approve Pay Application #5 for Rutjens Construction in the amount of \$440,800.43 for the 2023 Water Main North Loop and authorize the Mayor to sign the Certificate of Substantial Completion. Council Member Jeremy Abel seconded the motion. The motion carried.
 Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
 Yea: 4, Nay: 0, Absent: 2

DocuSign Envelope ID: 66D3F25D-A5D2-47E4-9009-257865FBE4E4

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>221276.00</u>
Contractor: <u>Rutjens Construction Inc.</u>	Contractor's Project No.: <u>843</u>
Project: <u>2023 Water Main Improvements North Loop</u>	
Contract: <u>2023 Water Main Improvements North Loop</u>	
Application No.: <u>5</u>	Application Date: <u>1/28/2025</u>
Application Period: From <u>12/4/2024</u> to <u>1/28/2025</u>	

1. Original Contract Price		\$ 3,521,576.00
2. Net change by Change Orders		\$ 63,516.00
3. Current Contract Price (Line 1 + Line 2)		\$ 3,585,092.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$ 3,561,014.50
5. Retainage		
a. <u>1%</u> X \$ <u>3,561,014.50</u> Work Completed =		\$ 35,610.15
b. <u>1%</u> X \$ <u>-</u> Stored Materials =		\$ -
c. Total Retainage (Line 5.a + Line 5.b)		\$ 35,610.15
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 3,525,404.35
7. Less previous payments (Line 6 from prior application)		\$ 3,084,603.92
8. Amount due this application		\$ 440,800.43
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$ 59,687.65

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: Rutjens Construction

Signature: *Adam Rutjens* **Date:** 2/4/2025

<p>Recommended by Engineer</p> <p>By: <u><i>Ethan Joy, P.E.</i></u></p> <p>Title: <u>Branch Manager</u></p> <p>Date: <u>2/4/2025</u></p>	<p>Approved by Owner</p> <p>By: <u><i>Gemma J. Miller</i></u></p> <p>Title: <u>Mayor</u></p> <p>Date: <u>2/14/2025</u></p>
<p>Approved by Funding Agency</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JRD Consulting Group, Inc.	Engineer's Project No.:	221276.00
Contractor:	Rudgers Construction Inc.	Contractor's Project No.:	843
Project:	2023 Water Main Improvements North Loop		
Contract:	2023 Water Main Improvements North Loop		

Application No.:	5	Application Period:	From 12/04/24 to 01/20/25	Application Date:	01/20/25
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A	B	C				D		G	H	I	J	K	L
		Item	Quantity	Units	Unit Price (\$)	Value of Bid Item (C X D)	Estimated Quantity Incorporated in the Work						
Item No.	Description	Item	Quantity	Units	Unit Price (\$)	Value of Bid Item (C X D)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G)	Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (H + I)	% of Value of Item (J / K)	Balance to Finish (L - J)	
Original Contract													
Group A - Water Mains													
1	Mobilization	1	LS	195,000.00	195,000.00	1.00	195,000.00			195,000.00	100%	-	
2	Bonding and Insurance	1	LS	35,000.00	35,000.00	1.00	35,000.00			35,000.00	100%	-	
3	Stabilized Construction Entrance	4	EA	3,250.00	13,000.00	4.00	13,000.00			13,000.00	100%	-	
4	Clearing and Grubbing	1	LS	4,500.00	4,500.00	1.00	4,500.00			4,500.00	100%	-	
5	Remove and Reset Fence	200	LF	15.00	3,000.00	200.00	3,000.00			3,000.00	100%	-	
6	Railroad Flagging	14	DAY	4,000.00	56,000.00	14.00	56,000.00			56,000.00	100%	-	
7	Railroad Track and Sensor Monitoring	2	EA	5,500.00	11,000.00	2.00	11,000.00			11,000.00	100%	-	
8	Railroad Insurance Requirements	1	LS	5,500.00	5,500.00	1.00	5,500.00			5,500.00	100%	-	
9	16" PVC Water Main, DR 18	14829	LF	321.00	1,475,529.00	14,829.00	1,475,529.00			1,475,529.00	100%	-	
10	16" PVC Water Main, DR 18, RI, Directionally Bored	1652	LF	290.00	479,080.00	1,652.00	479,080.00			479,080.00	100%	-	
11	16" PVC Water Main, DR 18, RI, Dry Bored	190	LF	381.00	72,390.00	190.00	72,390.00			72,390.00	100%	-	
12	16" PVC Water Main, DR 18, RI, inside 24" Steel Casing	625	LF	130.00	81,250.00	625.00	81,250.00			81,250.00	100%	-	
13	12" PVC Water Main, DR 18	22	LF	113.00	2,486.00	22.00	2,486.00			2,486.00	100%	-	
14	8" PVC Water Main, DR 18	120	LF	42.00	5,040.00	120.00	5,040.00			5,040.00	100%	-	
15	8" PVC Water Main, DR 18, RI, Directionally Bored	96	LF	75.00	7,200.00	96.00	7,200.00			7,200.00	100%	-	
16	8" PVC Water Main, DR 18, RI, inside 24" Steel Casing	40	LF	45.00	1,800.00	40.00	1,800.00			1,800.00	100%	-	
17	14" Steel Casing, 0.127" Thickness, Jack and Bore	230	LF	620.00	142,600.00	230.00	142,600.00			142,600.00	100%	-	
18	14" Steel Casing, 0.127" Thickness, Jack and Bore, With	396	LF	690.00	273,540.00	396.00	273,540.00			273,540.00	100%	-	
19	14" Steel Casing, 0.188" Thickness, Jack and Bore	40	LF	255.00	10,200.00	40.00	10,200.00			10,200.00	100%	-	
20	12" Gate Valve and Box, MI	12	EA	12,115.00	145,380.00	12.00	145,380.00			145,380.00	100%	-	
21	12" Gate Valve and Box, MI	3	EA	3,915.00	11,745.00	3.00	11,745.00			11,745.00	100%	-	
22	8" Gate Valve and Box, MI	4	EA	2,255.00	9,020.00	4.00	9,020.00			9,020.00	100%	-	
23	4" Gate Valve and Box, MI	1	EA	1,315.00	1,315.00	1.00	1,315.00			1,315.00	100%	-	
24	16" x 16" x 16" Tee, MI	3	EA	2,345.00	7,035.00	3.00	7,035.00			7,035.00	100%	-	
25	16" x 8" x 16" Tee, MI	1	EA	2,020.00	2,020.00	1.00	2,020.00			2,020.00	100%	-	
26	16" x 8" x 16" Tee, MI	12	EA	1,987.00	23,844.00	12.00	23,844.00			23,844.00	100%	-	
27	12" x 8" x 12" Tee, MI	1	EA	999.00	999.00	1.00	999.00			999.00	100%	-	
28	8" x 8" x 8" Tee, MI	3	EA	585.00	1,755.00	3.00	1,755.00			1,755.00	100%	-	
29	8" x 4" x 8" Tee, MI	1	EA	555.00	555.00	1.00	555.00			555.00	100%	-	
30	16" 90° Bend, MI	3	EA	1,915.00	5,745.00	3.00	5,745.00			5,745.00	100%	-	
31	12" 90° Bend, MI	2	EA	938.00	1,876.00	2.00	1,876.00			1,876.00	100%	-	
32	8" 90° Bend, MI	4	EA	500.00	2,000.00	4.00	2,000.00			2,000.00	100%	-	
33	16" 45° Bend, MI	14	EA	1,885.00	26,390.00	14.00	26,390.00			26,390.00	100%	-	
34	16" 11.25° Bend, MI	2	EA	1,885.00	3,770.00	2.00	3,770.00			3,770.00	100%	-	
35	16" x 12" Reducer, MI	2	EA	1,051.00	2,102.00	2.00	2,102.00			2,102.00	100%	-	
36	16" x 8" Reducer, MI	1	EA	1,044.00	1,044.00	1.00	1,044.00			1,044.00	100%	-	
37	16" Cap, MI	1	EA	855.00	855.00	1.00	855.00			855.00	100%	-	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JED Consulting Group, Inc.	Engineer's Project No.:	211276.00
Contractor:	Rutgers Construction Inc.	Contractor's Project No.:	883
Project:	2023 Water Main Improvements North Loop		
Contract:	2023 Water Main Improvements North Loop		

Application No.:	5	Application Period:	From 12/04/24	To 01/28/25	Application Date:	01/28/25
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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 (G X H) (\$)										
38	16" Plug, MI	1	EA	885.00	885.00	1.00	885.00		885.00	100%	-						
39	12" Plug, MI	1	EA	250.00	250.00	1.00	250.00		250.00	100%	-						
40	8" Plug, MI	1	EA	150.00	150.00	1.00	150.00		150.00	100%	-						
41	Combination Air Release Valve Manhole	2	EA	31,221.00	62,442.00	2.00	62,442.00		62,442.00	100%	-						
42	Connect to Existing Water Main	6	EA	1,320.00	7,920.00	6.00	7,920.00		7,920.00	100%	-						
43	Water Main Removals and Abandonments	1	LS	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-						
44	Removal and Replacement of Unusable Jackfill	1000	CY	25.00	25,000.00	1,000.00	25,000.00		25,000.00	100%	-						
45	16" x 12" Saddle	4	EA	446.00	1,784.00	4.00	1,784.00		1,784.00	100%	-						
46	12" Corporation Stop	4	EA	215.00	860.00	4.00	860.00		860.00	100%	-						
47	12" PE Water Service (DOR 7)	54	LF	28.00	1,512.00	54.00	1,512.00		1,512.00	100%	-						
48	12" Curb Stop and Box	4	EA	410.00	1,640.00	4.00	1,640.00		1,640.00	100%	-						
49	Remove Existing CMP Culvert	7	EA	250.00	1,750.00	7.00	1,750.00		1,750.00	100%	-						
50	18" CMP Culvert	240	LF	60.00	14,400.00	240.00	14,400.00		14,400.00	100%	-						
51	18" CMP Flared End Section	14	EA	410.00	5,740.00	14.00	5,740.00		5,740.00	100%	-						
52	Remove Pavement	70	SY	15.00	1,050.00	70.00	1,050.00		1,050.00	100%	-						
53	12" Concrete Pavement	70	SY	115.00	8,050.00	70.00	8,050.00		8,050.00	100%	-						
54	Remove Driveway	80	SY	15.00	900.00	80.00	900.00		900.00	100%	-						
55	12" Concrete Driveway	80	SY	113.00	6,780.00	80.00	6,780.00		6,780.00	100%	-						
56	Crushed Rock Surface Course	328	TONS	51.00	16,728.00	328.00	16,728.00		16,728.00	100%	-						
57	Gravel Surface Course	1817	TONS	35.00	64,595.00	1,817.00	64,595.00		64,595.00	100%	-						
58	Rebar	6	EA	1,000.00	6,000.00		-		-	0%	6,000.00						
59	Repair Drain Tile	5	EA	500.00	2,500.00	5.00	2,500.00		2,500.00	100%	-						
60	Straw Wattle	3000	LF	4.50	13,500.00	3,000.00	13,500.00		13,500.00	100%	-						
61	SR Fence, High Porosity	3000	LF	4.50	13,500.00	3,000.00	13,500.00		13,500.00	100%	-						
62	Erosion Control Mat	3000	SY	6.75	20,250.00	3,000.00	20,250.00		20,250.00	100%	-						
63	Seeding, Fertilizer, and Mulch	1	LS	25,155.00	25,155.00	0.50	12,577.50		12,577.50	50%	12,577.50						
64	County Road Restoration	1	LS	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-						
65	Temporary Traffic Control	1	LS	4,000.00	4,000.00	1.00	4,000.00		4,000.00	100%	-						
Group B - Fire Hydrants																	
1	12" Fire Hydrant Assembly	12	EA	6,845.00	82,140.00	12.00	82,140.00		82,140.00	100%	-						
Alternate 1 - Modified Construction Schedule																	
1	Completion of Milestone by September 1, 2023 (Add/Deduct)	1	EA	50,000.00	50,000.00	1.00	50,000.00		50,000.00	100%	-						
Original Contract Totals							\$	3,321,576.50	\$	3,302,998.50	\$	-	\$	3,302,998.50	99%	\$	18,577.50

Progress Estimate - Unit Price Work										Contractor's Application for Payment	
Owner:	City of David City					Owner's Project No.:					
Engineer:	JBO Consulting Group, Inc.					Engineer's Project No.:	221275.00				
Contractor:	Rudjes Construction Inc.					Contractor's Project No.:	863				
Project:	2023 Water Main Improvements North Loop										
Contract:	2023 Water Main Improvements North Loop										
Application No.:	5		Application Period:	From	12/04/24		to	01/28/25		Application Date:	01/28/25
A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Contract Information			I Materials Currently Stored (net 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)
					G Value of Bid Item (C X E)	H Estimated Quantity Incorporated in the Work	I Value of Work Completed to Date (H X E)				
Change Order 1											
C01.1	Mobilization	1	EA	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-
C01.2	Bonding and Insurance	1	LS	500.00	500.00	1.00	500.00		500.00	100%	-
C01.3	1.5" HDPE Force Main, SDR 11	2794	LF	19.00	71,886.00	2,794.00	71,886.00		71,886.00	100%	-
C01.4	1.5" HDPE Force Main, SDR 11, Directionally bored	130	LF	35.00	3,880.00	130.00	3,880.00		3,880.00	100%	-
C01.5	1.25" Uni-Lateral Valve with Gurb Stop Box	1	EA	955.00	955.00	1.00	955.00		955.00	100%	-
C01.6	Connect to Existing Manhole	1	EA	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
C01.7	Seedling, Fertilizer, and Mulch	1	LS	4,000.00	4,000.00	1.00	4,000.00		4,000.00	100%	-
Change Order 2											
C02.1	Hydrant Relocation - STA 224+33	1	LS	4,115.00	4,115.00	1.00	4,115.00		4,115.00	100%	-
C02.1	Hydrant Relocation - STA 300+12	1	LS	4,115.00	4,115.00	1.00	4,115.00		4,115.00	100%	-
C02.1	Hydrant Relocation - STA 600+04	1	LS	4,115.00	4,115.00	1.00	4,115.00		4,115.00	100%	-
Change Order 3											
C-CO1.1	Mobilization	1	LS	2,000.00	2,000.00	1.00	2,000.00		2,000.00	100%	-
C-CO1.2	Bonding and Insurance	1	LS	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
C-CO1.3	4" Microseal Water Main (Install Only)	1040	LF	33.00	33,920.00	1,040.00	33,920.00		33,920.00	100%	-
C-CO1.4	4" PVC Water Main, D418	5	LF	35.00	175.00	5.00	175.00		175.00	100%	-
C-CO1.5	4" PVC Water Main, D418, RI, Directionally bored	815	LF	70.00	57,050.00	815.00	57,050.00		57,050.00	100%	-
C-CO1.6	4" PVC Water Main, D418 (Install Only)	280	LF	35.00	7,000.00	280.00	7,000.00		7,000.00	100%	-
C-CO1.7	4" PVC Water Main, D418	1457	LF	48.00	69,936.00	1,457.00	69,936.00		69,936.00	100%	-
C-CO1.8	4" Gate Valve and Box, MI	3	EA	2,230.00	6,690.00	3.00	6,690.00		6,690.00	100%	-
C-CO1.9	4" 21.3" Bend, MI	2	EA	295.00	590.00	2.00	590.00		590.00	100%	-
C-CO1.10	4" 45" Bend, MI	3	EA	310.00	930.00	3.00	930.00		930.00	100%	-
C-CO1.11	4" x 2" Reducer, MI	1	EA	321.00	321.00	1.00	321.00		321.00	100%	-
C-CO1.12	4" x 2" Reducer, MI	1	EA	430.00	430.00	1.00	430.00		430.00	100%	-
C-CO1.13	4" x 6" x 4" Tee, MI (Install Only)	2	EA	175.00	350.00	2.00	350.00		350.00	100%	-
C-CO1.14	4" x 6" x 4" Tee, MI	2	EA	505.00	1,010.00	2.00	1,010.00		1,010.00	100%	-
C-CO1.15	4" Plug, MI	1	EA	215.00	215.00	1.00	215.00		215.00	100%	-
C-CO1.16	4" Cap, MI	1	EA	180.00	180.00	1.00	180.00		180.00	100%	-
C-CO1.17	4" x 2" Saddle	1	EA	610.00	610.00	1.00	610.00		610.00	100%	-
C-CO1.18	4" x 1" Saddle	2	EA	345.00	690.00	2.00	690.00		690.00	100%	-
C-CO1.19	4" Flush Hydrant Assembly	1	EA	2,980.00	2,980.00	1.00	2,980.00		2,980.00	100%	-
C-CO1.20	4" PI Water Service (SDR 7)	12	LF	19.00	228.00	12.00	228.00		228.00	100%	-
C-CO1.21	4" Corporation Stop	2	EA	225.00	450.00	2.00	450.00		450.00	100%	-
C-CO1.22	4" PI Water Service (SDR 7)	32	LF	17.00	544.00	32.00	544.00		544.00	100%	-
C-CO1.23	4" Gurb Stop and Box (Install Only)	2	EA	325.00	650.00	2.00	650.00		650.00	100%	-
C-CO1.24	Connect to Existing Water Main	1	EA	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JED Consulting Group, Inc.	Engineer's Project No.:	221275.00
Contractor:	Rutjes Construction Inc.	Contractor's Project No.:	863
Project:	2023 Water Main Improvements North Loop		
Contract:	2023 Water Main Improvements North Loop		

Application No.:	5	Application Period:	From 12/04/24 to 01/28/25	Application Date:	01/28/25
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A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed		I Materials Currently Stored (net 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) (\$)
						H Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (H X E) (\$)				
C-C01.25	Remove Pavement	3	SY	16.00	48.00	3.00	48.00		48.00	100%	-
C-C01.26	1" Concrete Pavement	3	SY	125.00	375.00	3.00	375.00		375.00	100%	-
C-C01.27	Crushed Rock Surface Course	200	TONS	55.00	11,000.00	200.00	11,000.00		11,000.00	100%	-
C-C01.28	Seeding, Fertilizer and Mulch	1	LS	5,500.00	5,500.00		-		-	0%	5,500.00
C-C01.29	County Road Redirection	1	LS	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
C-C01.30	Temporary Traffic Control Measures	1	LS	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-
D-C01.1	12" Fire Hydrant Assembly (Install Only)	1	EA	1,350.00	1,350.00	1.00	1,350.00		1,350.00	100%	-
D-C01.2	12" Fire Hydrant Assembly	1	EA	7,405.00	7,405.00	1.00	7,405.00		7,405.00	100%	-
					-		-		-		-
Change Order #											
A1	Established Construction Entrance	(4.00)	EA	\$1,250.00	(11,000.00)	(4.00)	(11,000.00)		(11,000.00)	100%	-
A9	16" PVC Water Main, DR 18	(26.00)	LF	\$221.00	(2,829.00)	(26.00)	(2,829.00)		(2,829.00)	100%	-
A10	16" PVC Water Main, DR 18, RI, Directionally Bored	(165.00)	LF	\$290.00	(46,590.00)	(165.00)	(46,590.00)		(46,590.00)	100%	-
A21	12" Gate Valve and Box, MI	(3.00)	EA	\$1,915.00	(11,745.00)	(3.00)	(11,745.00)		(11,745.00)	100%	-
A22	12" Gate Valve and Box, ME	(2.00)	EA	\$2,255.00	(4,510.00)	(2.00)	(4,510.00)		(4,510.00)	100%	-
A25	16" x 16" x 16" Tee, MI	(1.00)	EA	\$2,020.00	(2,020.00)	(1.00)	(2,020.00)		(2,020.00)	100%	-
A27	12" x 12" x 12" Tee, MI	(1.00)	EA	\$999.00	(999.00)	(1.00)	(999.00)		(999.00)	100%	-
A28	12" x 12" x 12" Tee, ME	(1.00)	EA	\$585.00	(585.00)	(1.00)	(585.00)		(585.00)	100%	-
A31	12" 90° Bend, MI	(2.00)	EA	\$988.00	(1,976.00)	(2.00)	(1,976.00)		(1,976.00)	100%	-
A44	Removal and Replacement of Unavailable Backfill	(1000.00)	CY	\$25.00	(25,000.00)	(1000.00)	(25,000.00)		(25,000.00)	100%	-
A49	Remove Existing CMP Culvert	1.00	EA	\$250.00	250.00	1.00	250.00		250.00	100%	-
A52	Remove Pavement	(58.00)	SY	\$15.00	(870.00)	(58.00)	(870.00)		(870.00)	100%	-
A53	1" Concrete Pavement	(58.00)	SY	\$115.00	(6,670.00)	(58.00)	(6,670.00)		(6,670.00)	100%	-
A56	Crushed Rock Surface Course	(248.00)	TONS	\$55.00	(12,648.00)	(248.00)	(12,648.00)		(12,648.00)	100%	-
A57	Edwell Surface Course	(1582.00)	TONS	\$15.00	(23,730.00)	(1582.00)	(23,730.00)		(23,730.00)	100%	-
A59	Repair Drain Tile	(5.00)	EA	\$400.00	(2,000.00)	(5.00)	(2,000.00)		(2,000.00)	100%	-
A60	Straw Wattle	(6000.00)	LF	\$4.50	(13,500.00)	(6000.00)	(13,500.00)		(13,500.00)	100%	-
A61	Silt Fence, High Porosity	(2000.00)	LF	\$4.50	(9,000.00)	(2000.00)	(9,000.00)		(9,000.00)	100%	-
A62	Erosion Control Mat	(3000.00)	SY	\$6.75	(20,250.00)	(3000.00)	(20,250.00)		(20,250.00)	100%	-
B1	12" Fire Hydrant Assembly	(1.00)	EA	\$6,845.00	(6,845.00)	(1.00)	(6,845.00)		(6,845.00)	100%	-
C04.1	16" PVC Water Main, DR 18, RI, Trenched	100.00	LF	\$130.00	13,000.00	100.00	13,000.00		13,000.00	100%	-

Progress Estimate - Unit Price Work										Contractor's Application for Payment		
Owner:		City of David City								Owner's Project No.:		
Engineer:		JES Consulting Group, Inc.								Engineer's Project No.:		
Contractor:		Rutgers Construction Inc.								Contractor's Project No.:		
Project:		2023 Water Main Improvements North Loop										
Contract:		2023 Water Main Improvements North Loop										
Application No.:		S		Application Period:		From 11/04/24		to 01/28/25		Application Date: 01/28/25		
A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Contract Information			Work Completed			Materials Currently Stored (net to G)	Work Completed and Materials Stored to Date (H + I)	N of Value of Item (J / K)	Balance to Finish (L - J)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X D)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G)					
C-C01.9	1" 22.5" Bend, MI	(2.00)	EA	\$295.00	(590.00)	(2.00)	(590.00)		(590.00)	100%	-	
C-C01.10	1" 40" Bend, MI	(1.00)	EA	\$210.00	(210.00)	(1.00)	(210.00)		(210.00)	100%	-	
C-C01.25	Remove Pavement	(4.00)	SY	\$16.00	(64.00)	(4.00)	(64.00)		(64.00)	100%	-	
C-C01.26	7" Concrete Pavement	(3.00)	SY	\$375.00	(1,125.00)	(3.00)	(1,125.00)		(1,125.00)	100%	-	
C-C01.27	Crushed Rock Surface Course	(200.00)	TONS	\$55.00	(11,000.00)	(200.00)	(11,000.00)		(11,000.00)	100%	-	
D-C01.1	12" Fire Hydrant Assembly (Install Only)	(1.00)	EA	\$1,250.00	(1,250.00)	(1.00)	(1,250.00)		(1,250.00)	100%	-	
D-C01.2	12" Fire Hydrant Assembly	1.00	EA	\$7,405.00	7,405.00	1.00	7,405.00		7,405.00	100%	-	
					-		-		-		-	
					Change Order Total:	\$ 68,516.00		\$ 58,016.00	\$ -	\$ 58,016.00	91%	\$ 5,500.00
Original Contract and Change Orders												
					Project Total:	\$ 3,585,092.00		\$ 3,561,014.50	\$ -	\$ 3,561,014.50	99%	\$ 24,077.50

Council member Kevin Woita made a motion to approve Change Order #5 for IES Commercial, Inc. in the amount of \$9,739.44 to adjust bus heights to accommodate 34.5 kV switches that were required to meet the project deadline for the '2023 AGP Substation' project. Council Member Bruce Meysenburg seconded the motion. The motion carried.
 Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
 Yea: 4, Nay: 0, Absent: 2

CHANGE ORDER NO.: 5

Owner: **City of David City, Nebraska** Owner's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **220993.00**
 Contractor: **IES Commercial, Inc.** Contractor's Project No.: **5550-42002**
 Project: **2023 AGP Substaion**
 Contract Name: **2023 AGP Substaion**
 Date Issued: **1/27/2025** Effective Date of Change Order: **1/27/2025**

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

Description:

1. Relocate existing (6) 69kV insulators from the deadend structure to the 20x20 structure. 2. Furnish & install (6) new 69kV insulators. 3. Adjust angle bus to attach to previously installed 34.5kV switches that were required to meet the project deadline.

Attachments:

1. 'IES Change Order 04 - Modify Switches/Insulators for Bus Heights' letter dated January 21, 2025.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>2,416,450.00</u>	Original Contract Times: Substantial Completion: <u>May 15, 2025</u> Ready for final payment: <u>July 1, 2025</u>
Net change from previously approved Change Orders No. 1 to No. 4: \$ <u>287,677.82</u>	Net change from previously approved Change Orders 1 to No. 4: Prelim. Substantial Completion: <u>January 31, 2025</u> Final Substantial Completion: <u>April 25, 2025</u> Ready for final payment: <u>May 28, 2025</u>
Contract Price prior to this Change Order: \$ <u>2,704,127.82</u>	Contract Times prior to this Change Order: Prelim. Substantial Completion: <u>January 31, 2025</u> Final Substantial Completion: <u>April 25, 2025</u> Ready for final payment: <u>May 28, 2025</u>
Net change for this Change Order: \$ <u>9,739.44</u>	Net change for this Change Order: Prelim. Substantial Completion: _____ Final Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>2,713,867.26</u>	Contract Times with all approved Change Orders: Prelim. Substantial Completion: _____ Final Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Authorized by Owner

By: *Matthew Kuntz* _____
 Title: Electrical Senior Project Manager _____
 Date: February 6, 2025 _____
 Accepted by Contractor Approved by Funding Agency (if applicable)
 By: *Jim Angell* _____
 Title: Vice President _____
 Date: 1/28/2025 _____

Change Order Estimate - Lump Sum Work			
JEO Project Name: 2023 AGP Substaion		JEO Project Number: 220993.00	
Owner: City of David City, Nebraska		Change Order Number: 5	
Contractor: IES Commercial, Inc.		Effective Date: January 27, 2025	
Specification Section No.	Item Description		Change Order Information Scheduled Value
33 72.00	Relocate existing (6) 69kV insulators from the deadend structure to the 20'x20' structure. Furnish & install (6) new 69kV insulators to replace previously installed on deadend switches. Adjust angle bus to attach to previously installed 34.5kV switches. 34.5kv switches had to be changed from initial design product to alleviate lead time issues.		\$9,739.44
	Total:		\$9,739.44

IES Commercial, Inc.
120 S. Lincoln St.
P.O. Box 27
Holdrege, NE 68949
T: 308 995 4462
F: 308 995 8771
www.ies-co.com



Date: January 21st, 2025

Matt Kalin
JEO Consulting Group
402-360-0217
mkalin@jeo.com

Reference: David City AGP Substation

SUBJECT: IES Change Order 04 – Modify Switches/Insulators for Bus Height

Matt:

Per the attached information, pricing below includes the following.

1. Material cost for 6 EA new 69kV insulators and shipping from stock in Utah.
2. Due to the timing of completion needed for this project the 6 EA previously installed 69kV insulators will be removed and moved to this location so buswork install can continue. When the new insulators arrive they will be installed in place of the insulators that were moved.
3. IES will use leftover angle material from past change order to adjust the height of the switches. Angle will be cut, ground and prepared for welding into place on the top side of the switches to adjust the overall bus to correct height.

Total Change Order Amount \$9,739.44

A time extension will not be required, but an extension of time may be required based on the number of cumulative change orders.

Unless otherwise noted this change order quotation is for the work described within the change order request and does not include impacts to the unchanged work. We reserve the right to seek additional compensation for extended overhead, stacking of trades, impacts to other trades, dilution of supervision, productivity impacts, overtime and overtime impacts, mobilization and demobilization, unforeseen re-work, and/or other costs expended that could not be foreseen and are not described within the body of this change order quotation.

Offered BY

APPROVED

BY: IES _____

BY: _____

Alex Troester _____

Printed name of approving individual

Project Manager _____
Title

(SIGNATURE)

(DATE)

Troester, Alex - IESCI

From: Andrew Martinez <amartinez@jeo.com>
Sent: Wednesday, January 15, 2025 3:27 PM
To: Troester, Alex - IESCI
Cc: Matt Kalin; See, Brad - IESCI
Subject: David City AGP Substation - Bus Heights Conflict

Follow Up Flag: Follow up
Flag Status: Flagged

Hello, Alex,

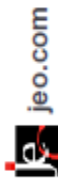
Brad called to inform Matt and I this morning that the height of the insulators and the 34.5kv switch terminals on the 20x20 structure were not lining up properly. We feel that the best solution will be to order an additional (6) 69kV insulators. This will allow us to be close enough to weld two pieces of aluminum angles together and connect the bus to the switch terminal. In my discussions with Brad, he feels that he should have enough aluminum angle bus in order to make this work, as such, we anticipate that the additional 69kV insulators should be the only additional items needed. Feel free to give me a call if you would like to discuss further.

We will need the two aluminum angle buses welded together such that enough surface area between the two buses are touching. We anticipate that we will need at least 16 square inches of aluminum in contact between the two angle buses.

Best,

Andrew Martinez | Electrical Engineer

o: 402.392.9922 | **e:** amartinez@jeo.com
JEO Consulting Group | 11213 Davenport Street Ste. 200 | Omaha, NE 68154



Troester, Alex - IESCI

From: See, Brad - IESCI
Sent: Thursday, January 16, 2025 8:04 AM
To: Troester, Alex - IESCI
Subject: FW: David City AGP - Bus Heights Coordination
Attachments: BUS HEIGHT MODIFICATIONS_250115.pdf

From: Andrew Martinez <amartinez@jeo.com>
Sent: Wednesday, January 15, 2025 2:23 PM
To: See, Brad - IESCI <Brad.See@iesd.net>
Cc: Matt Kalin <mkalin@jeo.com>
Subject: David City AGP - Bus Heights Coordination

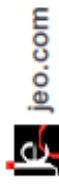
Hello Brad,

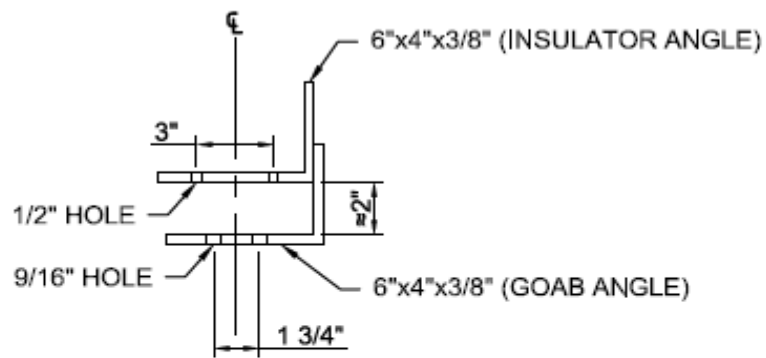
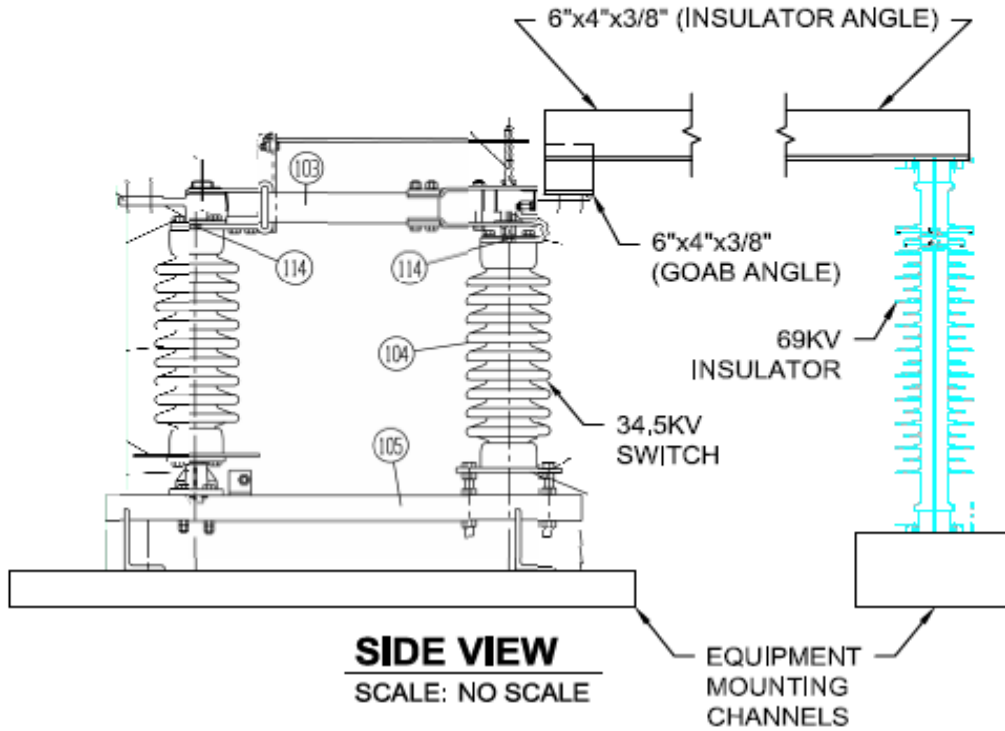
Attached is a PDF showing what I have in mind. I will be calling you shortly to discuss the feasibility of this option.

Best,

Andrew Martinez | *Electrical Engineer*

o: 402.392.9922 | **e:** amartinez@jeo.com
JEO Consulting Group | 11213 Davenport Street Ste. 200 | Omaha, NE 68154





Council member Bruce Meysenburg made a motion to approve Change Order #6 for IES Commercial, Inc. in the amount of (\$9,056.28) for removal of equipment testing for the '2023 AGP Substation' project. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea Yea: 4, Nay: 0, Absent: 2

CHANGE ORDER NO.: 6

Owner: **City of David City, Nebraska** Owner's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **220993.00**
 Contractor: **IES Commercial, Inc.** Contractor's Project No.: **5550-42002**
 Project: **2023 AGP Substaion**
 Contract Name: **2023 AGP Substaion**
 Date Issued: **1/27/2025** Effective Date of Change Order: **1/27/2025**

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

Description:

1. Removal of equipment testing.

Attachments:

1. 'IES Change Order 05 - Removal of Testing from Contract' letter dated January 21, 2025.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>2,416,450.00</u>	Original Contract Times: Substantial Completion: <u>May 15, 2025</u> Ready for final payment: <u>July 1, 2025</u>
Net change from previously approved Change Orders No. 1 to No. 5: \$ <u>297,417.26</u>	Net change from previously approved Change Orders 1 to No. 5: Prelim. Substantial Completion: <u>January 31, 2025</u> Final Substantial Completion: <u>April 25, 2025</u> Ready for final payment: <u>May 28, 2025</u>
Contract Price prior to this Change Order: \$ <u>2,713,867.26</u>	Contract Times prior to this Change Order: Prelim. Substantial Completion: <u>January 31, 2025</u> Final Substantial Completion: <u>April 25, 2025</u> Ready for final payment: <u>May 28, 2025</u>
Net change for this Change Order: \$ <u>(9,056.58)</u>	Net change for this Change Order: Prelim. Substantial Completion: _____ Final Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>2,704,810.68</u>	Contract Times with all approved Change Orders: Prelim. Substantial Completion: _____ Final Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required) By: <u><i>Matthew E. Larkin</i></u> Title: <u>Electrical Senior Project Manager</u> Date: <u>February 6, 2025</u> Accepted by Contractor By: <u><i>Jim Abel</i></u> Title: <u>Vice President</u> Date: <u>1/28/2025</u>	Authorized by Owner _____ _____ _____ Approved by Funding Agency (if applicable) _____ _____ _____
--	---

Change Order Estimate - Lump Sum Work			
JEO Project Name: 2023 AGP Substaion		JEO Project Number: 220993.00	
Owner: City of David City, Nebraska		Change Order Number: 6	
Contractor: IES Commercial, Inc.		Effective Date: January 27, 2025	
Specification Section No.	Item Description		Change Order Information Scheduled Value
33 72 00	Removal of testing for the service transformer, meter, AC panel, AC main breaker, LV disconnects, battery charger, DC panel, DC main breaker, grounding, and LV cables.		(\$9,056.58)
Total:			(\$9,056.58)

IES Commercial, Inc.
120 S. Lincoln St.
P.O. Box 27
Holdrege, NE 68949
T: 308 995 4462
F: 308 995 8771
www.ies-co.com



Date: January 21st, 2025

Matt Kalin
JEO Consulting Group
402-360-0217
mkalin@jeo.com

Reference: David City AGP Substation

SUBJECT: IES Change Order 05 – Removal of Testing from Contract

Matt:

Please see below credit IES can offer for removing testing for Shermco from the scope.

Total Change Order Credit Amount \$9,056.58

A time extension will not be required, but an extension of time may be required based on the number of cumulative change orders.

Unless otherwise noted this change order quotation is for the work described within the change order request and does not include impacts to the unchanged work. We reserve the right to seek additional compensation for extended overhead, stacking of trades, impacts to other trades, dilution of supervision, productivity impacts, overtime and overtime impacts, mobilization and demobilization, unforeseen re-work, and/or other costs expended that could not be foreseen and are not described within the body of this change order quotation.

Offered BY

APPROVED

BY: IES

BY:

Alex Troester

Project Manager
Title

Printed name of approving individual

(SIGNATURE)

(DATE)

Andrew Martinez

From: Troester, Alex - IESCI <Alex.Troester@iesci.net>
Sent: Tuesday, January 21, 2025 4:05 PM
To: Matt Kalin
Cc: Andrew Martinez
Subject: David City-AGP Substation - IES Change Order 05
Attachments: David City-AGP Substation - IES Change Order 05.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Matt,

Per our conversation last week below is a list of items Shermco had planned on completing testing on. Attached is a credit I can offer to take the testing out of IES scope. With as small as this scope is and if it is something HK Scholz is already completing or can complete I believe it would be beneficial to take this out of IES Scope.

EQUIPMENT

List of equipment and devices to be tested:

DWG E2.1 Single Line

Qty:	1	Station Service Transformer 150kVA/208V
Qty:	1	Meter
Qty:	1	Panel AC 200A
Qty:	1	Main Breaker 200A
Qty:	2	LV Disconnects
Qty:	1	Battery Charger
Qty:	1	Panel DC 200A
Qty:	1	Main Breaker 200A
Qty:	1	Grounding Test
Qty:	20	Sets of LV Cables

Thanks,

control cables necessary for voltage regulator control for the 2023 AGP Substation project. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
 Yea: 4, Nay: 0, Absent: 2

CHANGE ORDER NO.: 7

Owner: **City of David City, Nebraska** Owner's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **220993.00**
 Contractor: **IES Commercial, Inc.** Contractor's Project No.: **5550-42002**
 Project: **2023 AGP Substaion**
 Contract Name: **2023 AGP Substaion**
 Date Issued: **1/27/2025** Effective Date of Change Order: **1/27/2025**

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

Description:

1. Furnish new junction box. 2. Furnish new receptacles, conduit, and power wiring. 3. Install new control cables.

Attachments:

1. 'IES Change Order 06 - NPPD Metering and Additional Control Cables' letter dated January 21, 2025.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>2,416,450.00</u>	Original Contract Times: Substantial Completion: <u>May 15, 2025</u> Ready for final payment: <u>July 1, 2025</u>
Net change from previously approved Change Orders No. 1 to No. 6: \$ <u>288,360.68</u>	Net change from previously approved Change Orders 1 to No. 6: Prelim. Substantial Completion: <u>January 31, 2025</u> Final Substantial Completion: <u>April 25, 2025</u> Ready for final payment: <u>May 28, 2025</u>
Contract Price prior to this Change Order: \$ <u>2,704,810.68</u>	Contract Times prior to this Change Order: Prelim. Substantial Completion: <u>January 31, 2025</u> Final Substantial Completion: <u>April 25, 2025</u> Ready for final payment: <u>May 28, 2025</u>
Net change for this Change Order: \$ <u>6,921.20</u>	Net change for this Change Order: Prelim. Substantial Completion: _____ Final Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>2,711,731.88</u>	Contract Times with all approved Change Orders: Prelim. Substantial Completion: _____ Final Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Authorized by Owner

By: Matthew E. Luttrell _____

Title: Electrical Senior Project Manager _____

Date: February 6, 2025 _____

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: [Signature] _____

Title: Vice President _____

Date: 1/28/2025 _____

IES Commercial, Inc.
120 S. Lincoln St.
P.O. Box 27
Holdrege, NE 68949
T: 308 995 4462
F: 308 995 8771
www.ies-co.com



Date: January 21st, 2025

Matt Kalin
JEO Consulting Group
402-360-0217
mkalin@jeo.com

Reference: David City AGP Substation

SUBJECT: IES Change Order 06 – NPPD Metering and Additional Control Cables

Matt:

Per attachments IES is completing the following.

1. Provide and install Junction Box.
2. Provide and install 4" Square box w/2 duplex receptacles and conduit and wire to panel.
3. Install three separate runs of 5C#12 per attached drawing notes.

Total Change Order Amount \$6,921.20

A time extension will not be required, but an extension of time may be required based on the number of cumulative change orders.

Unless otherwise noted this change order quotation is for the work described within the change order request and does not include impacts to the unchanged work. We reserve the right to seek additional compensation for extended overhead, stacking of trades, impacts to other trades, dilution of supervision, productivity impacts, overtime and overtime impacts, mobilization and demobilization, unforeseen re-work, and/or other costs expended that could not be foreseen and are not described within the body of this change order quotation.

Offered BY

APPROVED

BY: IES

BY: _____

Alex Troester

Printed name of approving individual

Project Manager

(SIGNATURE)

Title

(DATE)

Troester, Alex - IESCI

From: See, Brad - IESCI
Sent: Thursday, November 14, 2024 7:53 AM
To: Troester, Alex - IESCI
Subject: FW: 2023 AGP Substation - NPPD Metering Coordination

From: Matt Kalin <mkalin@jeo.com>
Sent: Wednesday, November 13, 2024 7:16 PM
To: See, Brad - IESCI <Brad.See@iesci.net>
Cc: Andrew Martinez <amartinez@jeo.com>
Subject: Re: 2023 AGP Substation - NPPD Metering Coordination

Brad,

IES is to provide and install the junction box. NPPD will furnish & install the fuse & test blocks.

Respectfully,
Matt Kalin, PE
JEO Consulting Group, Inc.

Sent from my iPhone

On Nov 13, 2024, at 5:58 PM, See, Brad - IESCI <Brad.See@iesci.net> wrote:

Matt, so I forgot but are we supposed to get one or is NPPD providing?

From: Matt Kalin <mkalin@jeo.com>
Sent: Thursday, November 7, 2024 10:57 AM
To: See, Brad - IESCI <Brad.See@iesci.net>
Cc: Andrew Martinez <amartinez@jeo.com>
Subject: 2023 AGP Substation - NPPD Metering Coordination

Good morning Brad,

Per our call(s) this morning and coordination with Josh O'Brien with NPPD, I'm providing the following documents for your use as it relates to the potential transformer infrastructure:

1. Junction Box – 24" x 16" x 6", NEMA 12 rating; see below for a typical that NPPD installs within their substations.
<image003.jpg>
2. NPPD Construction Standard SS034G08A492088527 – 34.5kV Bus Potential, Substation Mounting
 1. Per coordination with Josh, we are required to get all of the infrastructure in place (conduit, junction box, wire, mounting hardware) and NPPD will install the PT fuse and terminal blocks; also, NPPD will land/terminate the cables at all ends.
 2. Typical NPPD fuse block.
 3. Typical NPPD terminal block.
3. NPPD 3PH, 4W Wye-Diagram-9Z, Switchboard, Substation

Please take a moment to review the information and let me know if you have any questions.

Respectfully,

Matt Kalin | *Electrical Senior Project Manager*

o: 402.934.3680 | **m:** 402.360.0217 | **e:** mkalin@jeo.com

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

...
jeo.com

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Troester, Alex - IESCI

From: Norquest, Timothy W. <twnorqu@nppd.com>
Sent: Monday, January 20, 2025 8:47 AM
To: Matt Kalin; O'Brien, Joshua M.; Beckman, Andrew J.; See, Brad - IESCI
Cc: Hall, Kevin L; Troester, Alex - IESCI; Andrew Martinez; Pat Hoefft
Subject: RE: David City AGP meter panel

Matt, see photos below of proposed location of equipment and nameplate for PTs. We would appreciate assistance from IES mounting the 3" PVC to the block wall.

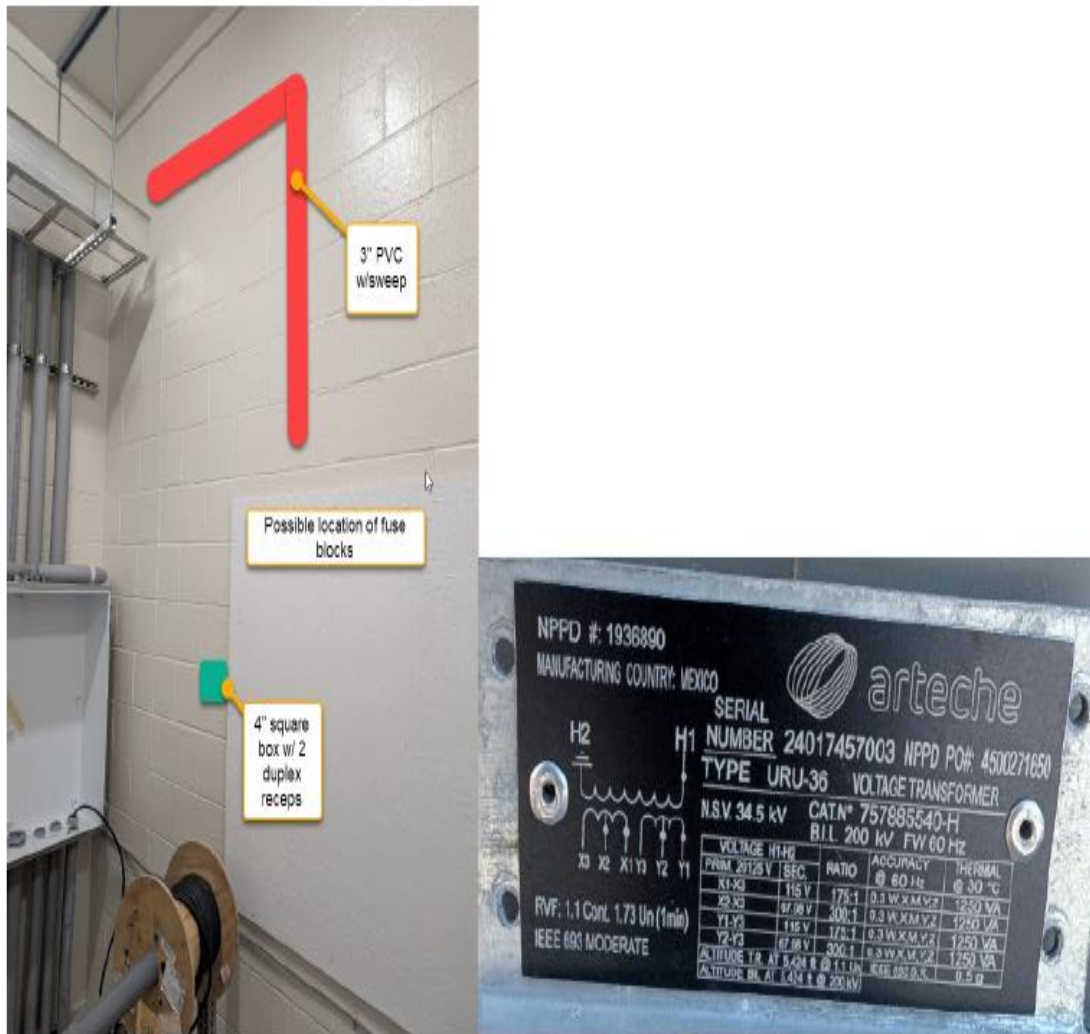
Regarding the PT ratios, these are dual winding, dual ratio PTs, 175/300:1. NPPD control engineers typically connect our relays to the 300:1(X2-X3 or Y2-Y3) tap so that is why I was asking what voltage your relays needed. Last week we only tapped the 175:1, X1-X3, and brought it down to a 3 pole fuse block in the J box. We planned to install 10 amp fuses there and then terminate the control cable to multiple fuse blocks on our meter board. We could add another fuse block there for your relays and fuse those at either 3 or 5 amps. Otherwise we'll need to pull more conductors down from the PTs and pull in another control cable if you want your potentials to be something different than what we are using. One issue we might run into is that there is only a 1" conduit going from the J box to the PTs.

If you are wanting to put any terminals or fusing in the pull cabinet in the control building, a backplate for that cabinet wasn't ordered according to Brad.

Planning to have Kevin go there later this week to start mounting our metering equipment to the board in the control room. We're planning to make provisions that a parallel meter can be installed on the board unless that has already been taken care of.

I think there's a call tomorrow so maybe we can discuss this in more detail then.

Thanks



Tim Norquest

From: Matt Kalin <mkalin@jeo.com>
Sent: Monday, January 20, 2025 6:03 AM
To: O'Brien, Joshua M. <jmobrie@nppd.com>; Norquest, Timothy W. <twnorqu@nppd.com>; Beckman, Andrew J. <ajbeckm@nppd.com>; brad.see@iesci.net
Cc: Hall, Kevin L. <klhall@nppd.com>; Alex Troester (Alex.Troester@iesci.net) <Alex.Troester@iesci.net>; Andrew Martinez <amartinez@jeo.com>; Pat Hoeft <phoeft@davidcityne.gov>
Subject: RE: David City AGP meter panel

This Message Is From an External Sender

Do the SAFETY Checklist: ✓ Name ✓ Subject ✓ Links ✓ Attachments ✓ Tone

Et al.,

JEO Consulting Group, Inc. has had a chance to review your responses and our comments can be found in green text.

Respectfully,

Matt Kalin

o: [402.934.3680](tel:402.934.3680) | m: [402.360.0217](tel:402.360.0217)

JEO Consulting Group

From: O'Brien, Joshua M. <jmobrie@nppd.com>

Sent: Friday, January 17, 2025 9:02 AM

To: Norquest, Timothy W. <twnorqu@nppd.com>; Beckman, Andrew J. <ajbeckm@nppd.com>; Matt Kalin <mkalin@jeo.com>; brad.see@iesci.net

Cc: Hall, Kevin L. <klhall@nppd.com>

Subject: RE: David City AGP meter panel

Good Morning,

Thoughts on these points if others disagree with approach please advise.

- How is it planned to get cables from tray to meter board?
 - I wondered about installing a 3" PVC on the wall with a sweep from the tray to the top of the board. Who would perform this work?
I think a 3" 90 and appropriate extensions to get from the tray over to the meter board is a good idea. NPPD can provide conduit and straps to accomplish this. JEO is acceptable with the proposed plan.
- There is not a 120 VAC receptacle on this entire wall. We will need one to power our cellular modem. Who would install this? Request IES run a conduit and 120 volt 20 amp circuit similar to others in the control building and mount a 4 square 2 gang receptacle on the plywood meter board. JEO will coordinate with IES to run the requested 20 amp circuit with a 4-square 2-gang receptacle on the plywood meter board. Can NPPD provide the preferred location for the receptacle?
- Cell service seemed to be good inside the building with the doors closed. Will we just use a stub antenna on the modem, or do we need an external antenna? Who would make penetration for antenna lead if external antenna is desired? Unless cell service is inadequate for the meter cell modem once its installed NPPD will plan to utilize stub antenna on the modem. Please let JEO know if an external antenna is needed and we can coordinate getting the work completed.
- Will any of the relaying require potentials from the Metering PTs? Where would this be connected and how would it be routed?

Matt and I talked about this, plan will be to run the second low side winding into the jbox at the base of the PT stand an additional PT cable will need run into the control building and additional fuse block mounted in the PT stand Jbox. Matt will you need 67 volts for the relaying or 115 volts? It is JEO's understanding that the PT's will be connected phase to neutral, thus a ratio of 175:1 should provide an output of approx. 115 volts. It is JEO's preference to utilize 115 volts and we will scale it accordingly within our meter(s) / relay(s). I will coordinate with IES to get the additional wiring installed from the other secondary terminals.

Josh O'Brien

From: Norquest, Timothy W. <tnorqu@nppd.com>
Sent: Thursday, January 16, 2025 4:05 PM
To: O'Brien, Joshua M. <jmobrie@nppd.com>; Beckman, Andrew J. <aibeckm@nppd.com>; Matt Kalin <mkalin@ieo.com>; brad.see@iesci.net
Cc: Hall, Kevin L. <klhall@nppd.com>
Subject: RE: David City AGP meter panel

Sorry. Forgot to attach photo.

Tim Norquest

From: Norquest, Timothy W.
Sent: Thursday, January 16, 2025 4:01 PM
To: O'Brien, Joshua M. <jmobrie@nppd.com>; Beckman, Andrew J. <aibeckm@nppd.com>; Matt Kalin <mkalin@ieo.com>; brad.see@iesci.net
Cc: Hall, Kevin L. <klhall@nppd.com>
Subject: David City AGP meter panel

We wired the PT secondaries down to the J box today at AGP before primary was installed to avoid needing to do any grounding in the sub. After looking over the control building, I have some questions.

See attached photo for reference. Picture shows control cable pulled to wall mounted box from PT J box. Riser conduits stub up to cable tray. White board is for mounting our metering equipment.

- How is it planned to get cables from tray to meter board?
 - I wondered about installing a 3" PVC on the wall with a sweep from the try to the top of the board. Who would perform this work?
- There is not a 120 VAC receptacle on this entire wall. We will need one to power our cellular modem. Who would install this?
- Cell service seemed to be good inside the building with the doors closed. Will we just use a stub antenna on the modem, or do we need an external antenna? Who would make penetration for antenna lead if external antenna is desired?
- Will any of the relaying require potentials from the Metering PTs? Where would this be connected and how would it be routed?

Council member Bruce Meysenburg made a motion to approve Pay Application #9 for IES Commercial, Inc. in the amount of \$254,395.69 for the '2023 AGP Substation' Project. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
 Yea: 4, Nay: 0, Absent: 2

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>220993.00</u>
Contractor: <u>IES Commerical, Inc.</u>	Contractor's Project No.: <u>555042002</u>
Project: <u>2023 AGP Substation</u>	_____
Contract: <u>2023 AGP Substation</u>	_____
Application No.: <u>9</u>	Application Date: <u>1/30/2025</u>
Application Period: From <u>1/1/2025</u> to <u>1/31/2025</u>	

1. Original Contract Price	\$ 2,416,450.00
2. Net change by Change Orders	\$ 295,281.88
3. Current Contract Price (Line 1 + Line 2)	\$ 2,711,731.88
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,587,448.78
5. Retainage	
a. 5% X \$ 2,587,448.78 Work Completed =	\$ 129,372.44
b. 5% X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 129,372.44
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,458,076.34
7. Less previous payments (Line 6 from prior application)	\$ 2,203,680.65
8. Amount due this application	\$ 254,395.69
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 253,655.54


Contractor's Certification

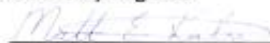
The undersigned Contractor certifies, to the best of its knowledge, the following:

(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: <u>IES Commerical, Inc.</u>	
Signature: <u></u>	Date: <u>1/30/2025</u>

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Electrical Senior Project Manager</u>	Title: _____
Date: <u>February 6, 2025</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.:	408F1	
Engineer:	JBO Consulting Group, Inc.									Engineer's Project No.:	191461.00	
Contractor:	IES Commercial, Inc.									Contractor's Project No.:	55904202	
Project:	2023AGP Substation											
Contract:	2023AGP Substation											
Application No.:	9		Application Period:	From	01/01/25		to	01/31/25		Application Date:	01/30/25	
A	B	C	D	E	F	G	H	I	J	K	L	
Item No.	Description	Item Quantity	Units	Contract Information		Work Completed		Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (H + I)	% of Value of Item (I / F)	Balance to Finish (F - J)	
				Unit Price (\$)	Value of Bid Item (C X E)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (I X G)					
Original Contract												
Group A												
1	Substation Installation, Complete and Operational	1.00	IS	\$2,416,450.00	2,416,450.00	0.95	2,295,627.50		2,295,627.50	95%	120,822.50	
Original Contract Totals					\$ 2,416,450.00		\$ 2,295,627.50	\$ -	\$ 2,295,627.50	95%	\$ 120,822.50	
Change Orders												
	Change Order #1	1.00		405,350.00	405,350.00	1.00	405,350.00		405,350.00	100%	-	
	Change Order #2	1.00		(139,668.66)	(139,668.66)	1.00	(139,668.66)		(139,668.66)	100%	-	
	Change Order #4	1.00		21,996.48	21,996.48	1.00	21,996.48		21,996.48	100%	-	
	Change Order #5	1.00		9,739.44	9,739.44	1.00	9,739.44		9,739.44	100%	-	
	Change Order #6	1.00		(9,056.58)	(9,056.58)	1.00	(9,056.58)		(9,056.58)	100%	-	
	Change Order #7	1.00		6,921.20	6,921.20	0.50	3,460.60		3,460.60	50%	3,460.60	
				-	-		-		-		-	
Change Order Totals					\$ 295,281.88		\$ 291,821.28	\$ -	\$ 291,821.28	99%	\$ 3,460.60	
Original Contract and Change Orders												
Project Totals					\$ 2,711,731.88		\$ 2,587,448.78	\$ -	\$ 2,587,448.78	95%	\$ 124,283.10	

Council member Kevin Woita made a motion to approve Contract Amendment No. 2 with JEO Consulting Group, Inc. for \$24,650 to add 290 storm water structures. Council Member Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea

Yea: 4, Nay: 0, Absent: 2

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AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 02

The Effective Date of this Amendment is: February 12, 2025.

ARTICLE 1 – BACKGROUND DATA

Effective Date of Owner-Engineer Agreement: **October 23, 2024**
Owner: **City of David City**
Engineer: **JEO Consulting Group, Inc.**
Project: **David City Stormwater Mapping (241793.00)**

ARTICLE 2 – NATURE OF AMENDMENT

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

Perform engineering services related to the surveying and mapping of 290 additional stormwater structures at \$85 per structure (unit cost). Scope of services remain as set forth in original agreement (see Exhibit A).

ARTICLE 4 – AGREEMENT SUMMARY

Original agreement amount:	\$ <u>65,950</u>
Net change for prior amendments:	\$ <u>62,325</u>
This amendment amount:	\$ <u>24,650</u>
Adjusted Agreement amount:	\$ <u>152,925</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

By: _____
Print name: _____

Title: _____

Date Signed: _____

ENGINEER: JEO Consulting Group, Inc.

Signed by:
By: Michael Frates
Print name: Michael Frates

Title: Senior GIS Analyst

Date Signed: 1/30/2025

Council member Bruce Meysenburg made a motion to approve doing a change order for a spare pump from Electric Pump for the water plant. Council Member Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

Council member Bruce Meysenburg made a motion to approve an agreement with JEO to perform an inspection of Cooperative Way from Highway15 west to the pavement end. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 12, 2025 ("Effective Date") between City of David City ("Client") and JEO Consulting Group, Inc. ("JEO").

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

David City Cooperative Way Inspection ("Project").

JEO Project Number: 250663.00

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

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

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 Client Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: **\$9,800**
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

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

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

Client: City of David City



By: Jessica Miller

Title: Mayor

Date Signed: 2-12-25

Address for giving notices:

City of David City

557 4th Street

PO Box 191

David City, NE 68632



By: Andrew Wilshusen

Title: Project Manager

Date Signed: 1/31/2025

Address for giving notices:

JEO Consulting Group, Inc.

319 N. Locust Street

Grand Island, NE 68801



**SCOPE OF SERVICES:
Exhibit A**

PROJECT DESCRIPTION: David City has requested JEO Consulting Group, Inc. to review the construction documents and completed roadway and overpass of Cooperative Way from Highway 15 east approximately ¼ mile prior to the City's acceptance into the City's infrastructure system.

1 REVIEW AND INSPECTION PHASE

- 1.1 Bridge Inspection:
 - 1.1.1 The following items shall be completed by or under the direct supervision of a Nebraska Licensed Structural Engineer and Certified Bridge Inspector.
 - 1.1.2 Review of construction documents and materials testing reports provided by Client.
 - 1.1.3 Inspect the completed structure in accordance with Nebraska and Federal bridge inspection standards.
 - 1.1.3.1 This shall include one (1) site visit to visually inspect and document the project with photographs.
 - 1.1.4 A final report indicating general condition of the structure and potential issues that may need to be remedied.
 - 1.1.5 Identify and document potential deficiencies that may need to be addressed prior to acceptance of the bridge by the City.
- 1.2 Roadway and Drainage Inspection:
 - 1.2.1 The following items shall be completed by a Nebraska Licensed Professional Engineer and Class A Licensed Street Superintendent.
 - 1.2.2 Review of construction documents and materials testing reports provided by Client.
 - 1.2.3 Inspect the completed paving, grading, storm sewer pipes and structures for compliance with Nebraska Minimum Design Standards and general compliance with the construction documents.
 - 1.2.3.1 This shall include one (1) site visit to visually inspect and document the project with photographs.
 - 1.2.4 A final report or memo indicating the general condition of the roadway, grading and storm drainage structures.
 - 1.2.4.1 This report will include photographs of key elements of the roadway project.
 - 1.2.5 Identify and document potential deficiencies that may need to be addressed prior to acceptance of the roadway, grading and storm drainage improvements by the City.
- 1.3 Presentation of Findings
 - 1.3.1 Provide Internal QA/QC of reports and findings, and address comments.
 - 1.3.2 At either a staff meeting or a council meeting, present the final report.
 - 1.3.3 Provide the City a copy of the final report in printed and PDF/electronic format.

2 OWNER RESPONSIBILITIES

- 2.1 Provide construction documents of completed project.
- 2.2 Provide material testing results of the completed project.
- 2.3 Provide bridge inspection reports of the completed project.
- 2.4 Provide timely review of documents or requests for information.
- 2.5 Provide access to property to conduct proposed services.

3 FEE

- 3.1 JEO proposes to provide the services defined above for the fees defined below:

<u>Task</u>	<u>Fee</u>
Review and Inspection Phase (Lump Sum)	<u>\$ 9,800.00</u>
Total (Lump Sum)	\$ 9,800.00

4 PROGRESS PAYMENTS

- 4.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 4.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 4.3 Payments will be applied first to the interest then principal.
- 4.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

5 CONTRACT TIME

- 5.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 5.2 Review and Report Completion – Completed and Presented by March 12, 2025
- 5.3 If the Basic Services covered by this Agreement have not been completed by April 15, 2025, through no fault of JEO, extension or adjustment of JEO's services beyond that time shall be compensated as additional services.
- 5.4 The information in this proposal and fee estimate is valid until March 1, 2025. After that time, the scope of services and estimated are subject to adjustment.

6 EXCLUSIONS

- 6.1 Storm sewer analysis or storm sewer videoing or review of existing videos.
- 6.2 Geotechnical investigation of subsurface soils conditions.
- 6.3 Pavement cores or other material sampling and testing.
- 6.4 Land rights and ownership.
- 6.5 Floodplain, US Army Corps of Engineers Section 404, or other environmental permitting.
- 6.6 Wetlands determination and mitigation.
- 6.7 Traffic study
- 6.8 Special meetings and meetings not outlined in the Scope of Services.
- 6.9 Review of items not visible from the surface.
- 6.10 Review of calculations or design beyond the standards stated above.
- 6.11 Review of the project's improvements within NDOT's Highway 15 Right-of-Way.

- 6.12 Review of subgrade beyond review of the construction material testing reports provided by Client.
- 6.13 Review or inspection that requires any special equipment, including but not limited to man lifts, x-ray or penetrating equipment.
- 6.14 Inspection of any location that would qualify as a confined space.
- 6.15 Review beyond the public Right-of-Way.
- 6.16 Future or Warranty reviews or walk-throughs.
- 6.17 Fracture Critical Bridge Inspection or bridge modeling.

7 REIMBURSABLE EXPENSES

- 7.1 Typical reimbursable expenses are included in the lump-sum and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 7.2 Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project.)

8 ADDITIONAL TERMS

- 8.1 The General Conditions are specified in Exhibit B.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

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

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

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

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

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

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

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has

requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

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

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

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text,

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

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

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

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

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

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

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

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent

negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance with limits not less than shown during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

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

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

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

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

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

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

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

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

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

17. NON-DISCRIMINATION CLAUSE: JEO declares, promises, and warrants that it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex. JEO shall require the same of their subconsultants.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

19. WAIVER OF CONSEQUENTIAL DAMAGES: Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

20. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.

Council member Bruce Meysenburg made a motion to table the estimate from Krivanek Construction for the build-up of Road 36. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
 Yea: 4, Nay: 0, Absent: 2

ESTIMATE

Krivanek Construction
 209 25th
 Abie, NE 68001

krivanek@live.com
 (402)543-2369

Bill to
 City of David City
 490 E St.
 PO Box 191
 David City, Ne, 68632

Ship to
 City of David City
 490 E St.
 PO Box 191
 David City, Ne, 68632

Estimate details
 Estimate no.: 1105
 Estimate date: 01/08/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services	Build up 1100' of 36 road 6"-15" is what the engineers 6" - 1100 cy 15" - 2710 cy Averages 1950 cy	1950	\$12.00	\$23,400.00
2.		Services	3200' ditch to clean out Same price as before when we loaded your trucks. \$2 per foot	3200	\$2.00	\$6,400.00
3.		Services	Rock 1100' * 36" * 2" thick 430 tons There might be some rock that Chris took off 37 road we can reuse. This is 3/4 crusher run from quarry.	430	\$55.00	\$23,650.00
4.			xxx			
Total						\$53,450.00

Accepted date

Accepted by

Council member Kevin Woita introduced Ordinance No. 1505 updating Obstructions to Vision at Street Intersections. Mayor Jessica Miller read Ordinance No. 1505 by title. The only change was removing “street department” and replacing with “The City”.

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

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea, Mayor Jessica Miller, Yea
Yea: 5, Nay: 0, Absent: 2

Council member Kevin Woita made a motion to pass and adopt Ordinance No. 1505 updating Obstructions to Vision at Street Intersections on third and final reading. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

ORDINANCE NO. 1505

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, ADOPTING A NEW SECTION 6-219 OF THE DAVID CITY MUNICIPAL CODE RELATING TO THE OBSTRUCTIONS TO VISION AT STREET INTERSECTIONS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF DAVID CITY, NEBRASKA; AND AUTHORIZING PUBLICATION OF THE SAME IN PAMPHLET FORM.

WHEREAS, Nebraska Revised Statutes section 17-505 authorizes the City of David City, Nebraska, a municipal corporation and city of the second class (the “City”) to adopt and amend the City’s Municipal Code (“Code”); and

WHEREAS, the City deems it in the best interest of the City’s health, safety and welfare to amend the Code to impose greater safety measures regarding visual obstructions to operators of motor vehicles within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the City hereby amends the Code as follows:

1. The City amends the Code by adopting the following ordinance and incorporating the same into the Code as Section 6-219:

SECTION 6-219: OBSTRUCTIONS TO VISION AT STREET INTERSECTIONS

- A. This section of the City Municipal Code refers to Section 4.04 of the David City Zoning Ordinance.

B. Through the provisions of this Section, the City shall also have the authority to enforce obstruction to vision at street intersections as provided in the Zoning Ordinance.

2. All other ordinances or portions of other ordinances passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict herewith is hereby repealed.

3. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

PASSED AND APPROVED THIS 22nd day of January, 2025.

Mayor Jessica Miller

ATTEST

City Clerk Tami L. Comte

Council member Bruce Meysenburg introduced Ordinance No. 1506 updating the Employee's Pay Plan to add Lineman Intern/School Trainee. Mayor Jessica Miller read Ordinance No. 1506 by title.

Council member Bruce Meysenburg made a motion to suspend the statutory rule requiring an Ordinance to be read on three separate days. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea, Mayor Jessica Miller: Yea
Yea: 5, Nay: 0, Absent: 2

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1506 updating the employee's pay plan to add Lineman Intern/School Trainee on third and final reading. Council Member Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

ORDINANCE NO. 1506

AN ORDINANCE ADOPTING A NEW PAY SCALE / SALARY FOR FULL-TIME AND PERMANENT PART-TIME EMPLOYEES; REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

SECTION 1. The Mayor and City Council of David City, Nebraska, do hereby establish and fix the pay scales and salaries attached for the attached positions for the appointed officers and employees of the City of David City, Nebraska.

SECTION 2. Any Cost-of-Living Adjustments (COLA) shall be given as approved by the City Council.

SECTION 3. Any and all ordinances or sections thereof, passed and approved prior to the passage, approval and publication or posting of this ordinance, and in conflict with its provisions, are hereby repealed.

SECTION 4. This ordinance shall be published in pamphlet form and shall be in full force and effect on February 24, 2024 following its passage, approval, and publication as provided by law and city ordinance.

PASSED AND APPROVED this 12th day of February, 2025.

Mayor Jessica Miller

City Clerk Tami Comte

City Council Proceedings
 February 12, 2025
 Page #63

	<u>Department</u>									
Position	1	2	3	4	5	6	7	8	9	10
City Hall										
Clerical I	\$15.00	\$15.49	\$15.84	\$16.19	\$16.56	\$16.93	\$17.31	\$17.70	\$18.10	\$18.50
Acct Clerk I	\$20.90	\$21.58	\$22.06	\$22.56	\$23.07	\$23.59	\$24.12	\$24.66	\$25.22	\$25.78
Acct Clerk II	\$26.04	\$26.89	\$27.49	\$28.11	\$28.74	\$29.39	\$30.05	\$30.73	\$31.42	\$32.12
(incl. .50/hr if CMC; Ord. 1192)	\$26.54	\$27.39	\$27.99	\$28.61	\$29.24	\$29.89	\$30.55	\$31.23	\$31.92	\$32.62
Power Plant										
Power Plant Op I	\$24.60	\$25.40	\$25.97	\$26.56	\$27.15	\$27.76	\$28.39	\$29.03	\$29.68	\$30.35
Power Plant Supervisor	\$36.88	\$38.08	\$38.94	\$39.81	\$40.71	\$41.62	\$42.56	\$43.52	\$44.50	\$45.50
Electric										
Lineman Intern/School Trainee	\$21.00									
Apprentice Lineman	\$24.43	\$25.22	\$25.79	\$26.37	\$26.97	\$27.57	\$28.19	\$28.83	\$29.48	\$30.14
Lineman 2nd Class	\$27.18	\$28.06	\$28.69	\$29.34	\$30.00	\$30.68	\$31.37	\$32.07	\$32.79	\$33.53
Lineman 1st Class	\$32.13	\$33.17	\$33.92	\$34.68	\$35.46	\$36.26	\$37.08	\$37.91	\$38.77	\$39.64
Line Foreman	\$37.90	\$39.13	\$40.01	\$40.91	\$41.83	\$42.77	\$43.74	\$44.72	\$45.73	\$46.76
Electric Supervisor	\$42.33	\$43.71	\$44.69	\$45.69	\$46.72	\$47.77	\$48.85	\$49.95	\$51.07	\$52.22
<i>*Week on call \$3.00 per hour increase to pay</i>										
Water/Wastewater										
Water/Wastewater Operator I	\$23.10	\$23.85	\$24.39	\$24.94	\$25.50	\$26.07	\$26.66	\$27.26	\$27.87	\$28.50
Water/Wastewater Operator II	\$26.25	\$27.10	\$27.71	\$28.34	\$28.97	\$29.63	\$30.29	\$30.97	\$31.67	\$32.38
Water/Wastewater Data Manager	\$27.37	\$28.26	\$28.90	\$29.55	\$30.21	\$30.89	\$31.59	\$32.30	\$33.02	\$33.77
Water Field Supervisor	\$26.10	\$26.95	\$27.55	\$28.17	\$28.81	\$29.46	\$30.12	\$30.80	\$31.49	\$32.20
Water Supervisor	\$33.09	\$34.17	\$34.93	\$35.72	\$36.52	\$37.35	\$38.19	\$39.05	\$39.92	\$40.82
Wastewater Supervisor	\$31.69	\$32.72	\$33.46	\$34.21	\$34.98	\$35.77	\$36.57	\$37.39	\$38.23	\$39.09
Street										
Maintenance Worker I	\$20.98	\$21.66	\$22.15	\$22.65	\$23.16	\$23.68	\$24.21	\$24.76	\$25.31	\$25.88
Maintenance Worker II	\$22.11	\$22.83	\$23.34	\$23.87	\$24.40	\$24.95	\$25.51	\$26.09	\$26.68	\$27.28
Street Foreman	\$25.61	\$26.44	\$27.04	\$27.65	\$28.27	\$28.90	\$29.55	\$30.22	\$30.90	\$31.59
Street Supervisor	\$30.99	\$32.00	\$32.72	\$33.45	\$34.21	\$34.98	\$35.76	\$36.57	\$37.39	\$38.23
Parks										
Park Laborer	\$19.43	\$20.01	\$20.61	\$21.23	\$21.87	\$22.52	\$23.20	\$23.90	\$24.61	\$25.35
Parks & Auditorium Supervisor	\$27.75	\$28.58	\$29.44	\$30.32	\$31.23	\$32.17	\$33.13	\$34.13	\$35.15	\$36.21

<u>Recreation</u>	1	2	3	4	5	6	7	8	9	10	
Recreation Coordinator	\$24.26	\$25.05	\$25.61	\$26.19	\$26.78	\$27.38	\$28.00	\$28.63	\$29.27	\$29.93	
Recreation Director	\$27.75	\$28.65	\$29.30	\$29.96	\$30.63	\$31.32	\$32.02	\$32.74	\$33.48	\$34.23	
<u>Police Department</u>	1	2	3	4	5	6	7	8	9	10	
Police Clerical	\$15.00	\$15.49	\$15.84	\$16.19	\$16.56	\$16.93	\$17.31	\$17.70	\$18.10	\$18.50	
Police Officers	\$26.99	\$27.87	\$28.49	\$29.14	\$29.79	\$30.46	\$31.15	\$31.85	\$32.56	\$33.30	
Police Sergeant	\$30.64	\$31.64	\$32.35	\$33.08	\$33.82	\$34.58	\$35.36	\$36.15	\$36.97	\$37.80	
Asst Police Chief	\$32.92	\$33.99	\$34.75	\$35.54	\$36.34	\$37.15	\$37.99	\$38.84	\$39.72	\$40.61	
<u>Part-Time</u>	1	2	3	4	5	6	7	8	9	10	
Part-Time Workers	\$15.80	\$16.31	\$16.68	\$17.06	\$17.44	\$17.83	\$18.23	\$18.64	\$19.06	\$19.49	
Summer Help	\$11.42	\$11.79	\$12.06	\$12.33	(No more than 4 steps)						
<u>Aquatic Center Staff</u>											
Office/Slide/Concessions	\$11.33										
Lifeguards	\$14.42										
Aquatic Fitness Instructor	\$14.42										
Swim Lesson Instructors	\$16.48										
Assistant Managers	\$18.03										
Manager	\$18.80										
				Salaried Staff Pay Plan (Annual Rate of Pay)							
<u>Position</u>			Minimum		Mid-Point		Maximum				
City Administrator Intern			\$47,840		\$60,000		\$70,000				
Clerk/Treasurer			\$73,219		\$86,820		\$100,318				
Police Chief			\$64,272		\$80,340		\$96,408				

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 1-2025 authorizing electric PCA refund. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea

Yea: 4, Nay: 0, Absent: 2

RESOLUTION NO. 1-2025

RESOLUTION AUTHORIZING REFUNDS TO DAVID CITY ELECTRIC POWER RESIDENTIAL CUSTOMERS AS PART OF PRODUCTION COST ADJUSTMENT AS AUTHORIZED AND ALLOWED BY DAVID CITY ORDINANCE NO. 1183.

WHEREAS, the City of David City, Nebraska, owns and operates an electric distribution system which provides for the electric power needs of its citizens; and,

WHEREAS, the City must purchase the electric commodity from Nebraska Public Power District (NPPD) and must pay for that commodity and associated transmission services based on rates set by the NPPD Board of Directors; and,

WHEREAS, as part of production cost adjustment, the NPPD Board of Directors has issued refunds to the City for the electric commodity and associated transmission services in 2020 and 2021; and,

WHEREAS, David City Ordinance No. 1183 sets electric services rates as subject to production cost adjustment; and,

WHEREAS, as part of production cost adjustment, the City desires to issue refunds to residential customers in the approximate total amount of One Hundred Thousand Dollars and No Cents (\$100,000.00), distributed monthly over a time period of one (1) year beginning usage period January 2025 through December 2025 and based on a resident's total monthly kilowatt hour usage; and,

WHEREAS, the monthly total refund for each residential customer shall be calculated by multiplying .005918 by the customer's total kilowatt hour usage for the corresponding month.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA that the monthly refund of residential customers, as authorized and allowed as production cost adjustment by David City Ordinance No. 1183, shall be issued monthly and shall be calculated by multiplying .005918 by the customer's total kilowatt hour usage for the corresponding month beginning usage period January 2025 and ending December 2025.

PASSED AND APPROVED February 12, 2024.

CITY OF DAVID CITY, NEBRASKA

By _____
JESSICA MILLER, Mayor

ATTEST:

TAMI COMTE, City Clerk

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 2-2025 appointing Kevin P. Dunn as a police officer. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

RESOLUTION NO. 2-2025

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, APPROVING A CONDITIONAL OFFER OF EMPLOYMENT TO KEVIN P. DUNN 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 Kevin Dunn 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 Kevin P. Dunn 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 Dunn shall have all powers and duties available to him under applicable law, except as the Mayor and City Council and the David City Municipal Code may proscribe.

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

PASSED AND ADOPTED THIS 12TH DAY OF FEBRUARY, 2024.

MAYOR JESSICA MILLER

ATTEST:

CITY CLERK TAMI COMTE

Council member Kevin Woita made a motion to pass and adopt Resolution No. 3-2025 updating the street department and airport charges. Council Member Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

RESOLUTION NO. 3-2025

WHEREAS, the Mayor and City Council of the City of David City, Nebraska, have in the inventory of the City various pieces of equipment, and

WHEREAS, City Staff have occasion to use this equipment to carry out nuisance abatement, grant related activities, and other activities of an unusual manner, and

WHEREAS, the City does assume certain expenses related to abatement of nuisances, maintenance of the public right of ways, and other situations, and

WHEREAS, the City has determined a need to change the rental charges for vehicle and equipment rentals and supplies as charged by the Street Department.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA that the following list of charges for the use of City equipment and other City expenses, when said use shall be billed to another party, are hereby adopted. Equipment charges do not include the cost of the operator, mileage, and maintenance, which are additional separate charges.

The following rates will be in effect:

Street Department - Charges

Labor:

Labor\$33.50 / hour
Labor / Overtime\$50.00 / hour

Vehicles:

Pickup Trucks\$20.00 / hour
Pickup Trucks with Snow Plow.....\$25.00 / hour
Pickup Trucks with Salt Spreader.....\$25.00 / hour
Pickup Trucks with Snow Plow and Salt Spreader\$30.00 / hour

Dump Trucks Single Axle	\$35.00 / hour
Dump Trucks Single Axle with Snow Plow	\$40.00 / hour
Dump Trucks Twin Axle	\$50.00 / hour
Dump Trucks Twin Axle with Snow Plow.....	\$55.00 / hour
All other vehicles.....	\$1.00 / per mile

Equipment:

John Deere Loader	\$100.00 / hour
John Deere Loader with Snow Blower	\$150.00 / hour
John Deere Motor Grader	\$100.00 / hour
Johnson Street Sweeper.....	\$150.00 / hour
Bobcat	\$35.00 / hour
Bobcat with Jack Hammer	\$50.00 / hour
Bobcat with Stump Grinder.....	\$85.00 / hour
Bobcat Curb Grinding.....	\$10.00/foot
Concrete Saw	\$50.00 / hour
(Plus Blade Cost)	
Sand Compaction Plate	\$30.00 / day
Riding Mowers (all) (not including labor).....	\$80.00 / hour
3010 JD Tractor & Batwing Mower.....	\$120.00 / hour
Salt Spreader.....	\$10.00 / hour
Paint Sprayer	\$50.00 / hour
(Plus per use fee of \$20.00 will be added to the rental)	
Tree Spade	\$50.00 / hour

Supplies

Gravel (delivered)	\$23.50 / yard
Gravel (picked up).....	\$21.50 / yard
Sand (delivered).....	\$6.50 / yard
Sand (picked up).....	\$4.50 / yard
Dirt (delivered)	\$6.00 / yard
Dirt (picked up).....	\$5.00 / yard
Dirt Junk.....	\$4.00 / yard
Cold Patch	\$150.00 / yard
Downtown Street Brick.....	Not currently for sale
D.C. residents.....	10¢ / each
Dealers, etc.....	25¢ / each
Lettering for Street Name Signs	\$0.50 / each
2" post caps	\$11.00 / each
24" Street Sign Blanks	\$20.50 / each
30" Street Sign Blanks.....	\$23.00 / each
36" Street Sign Blanks.....	\$27.00 / each
Cross piece.....	9.50 / each
Mosquito Spray – Biomist.....	\$90.00 / gal.

Culverts:

Culvert prices change so rapidly that an exact price cannot be set on a yearly basis. Please contact the Street Department for pricing. The City of David City will charge a \$5.00 administrative fee for each culvert ordered through the Street Department.

David City Municipal Airport:

T-Hangar.....	\$40.00 / month
Shop Hangar.....	\$65.00 / month
2017 T-Hangar.....	\$100.00 / month
Storage Unit.....	\$115.00 / month
- (Advertise for bids with a minimum bid of \$115.00 month)	

All equipment or vehicle rentals are at a minimum of 1 hour rental. An employee of the City of David City shall accompany the rental, and the labor is a separate charge.

Passed and approved this 12th day of February, 2025.

Mayor Jessica J. Miller

City Clerk Tami L. Comte

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 4-2025 calling for the early redemption of the City's Promissory Notes, Series 2023, in the principal amount of \$900,000, in order to pay down debt and achieve interest cost savings. Council Member Jim Angell seconded the motion. The motion carried.
Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

RESOLUTION NO. 4-2025
CALLING PROMISSORY NOTES, SERIES 2023,
DATE OF ORIGINAL ISSUE – JULY 20, 2023,
FOR REDEMPTION PRIOR TO MATURITY

BE IT RESOLVED by the Mayor and Council of the City of David City, in the State of Nebraska (the "City"), as follows:

Section 1. That the following outstanding notes of the City are hereby called for redemption on **March 18, 2025**, at Par plus accrued interest to the date fixed for redemption:

Promissory Notes, Series 2023, date of original issue – July 20, 2023, issued in the original principal amount of Nine Hundred Thousand Dollars (\$900,000), becoming due and bearing interest as follows:

<u>Redemption Amount</u>	<u>Maturity – July 20, 2025</u>	<u>Interest Rate</u>	<u>CUSIP</u>
\$900,000		4.00%	238554 EN5

Said called notes are hereinafter referred to as the “Redeemed Notes.”

The Redeemed Notes are subject to redemption at any time on or after July 20, 2024, at par plus accrued interest to the date fixed for redemption. Said Redeemed Notes were issued by said City for the purpose of cash flow management relating to the construction of a campground and other related improvements (the “Project”) within the City and paying costs of issuance of the Notes.

Section 2. Said Redeemed Notes shall be presented for payment at the office of BOKF, National Association, Lincoln, Nebraska, as Paying Agent and Registrar (the “Paying Agent”) of the Redeemed Notes.

Section 3. A copy of this resolution shall be filed immediately with the Paying Agent, not less than thirty days prior to said date fixed for redemption. The Paying Agent is hereby directed to mail notice to all registered owners of the Notes to be redeemed not less than thirty days prior to the date fixed for redemption in accordance with their authorizing resolution and to take all other actions deemed necessary in connection therewith.

ADOPTED this 12th day of February, 2025.

CITY OF DAVID CITY, NEBRASKA

ATTEST:

By: _____
Mayor

City Clerk

(SEAL)

Council member Bruce Meysenburg introduced Ordinance No. 1507 increasing the sewer rates. Mayor Jessica Miller read Ordinance No. 1507 by title.

Council member Bruce Meysenburg made a motion to suspend the statutory rule requiring an ordinance to be read on three separate days. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea, Mayor Jessica Miller, Yea
 Yea: 5, Nay: 0, Absent: 2

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1507 increasing the sewer rates on third and final reading. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
 Yea: 4, Nay: 0, Absent: 2

To provide a positive annual cash flow and to meet the coverage requirement under the existing USDA debt sewer rate increases will be necessary. A relatively large rate increase is required in FY2023-2024 to offset the loss of revenue from the previous large commercial user. Smaller rate increases, in the nature of inflationary cost changes, will be necessary starting in FY2025-2026 and continue for several years. The analysis indicates in FY2028-2029 a rate increase is not likely based on anticipated conditions. This rate increase does not appear necessary as the increase in wastewater flow from AGP provide adequate revenue.

The proposed annual adjustments are reflected as a percentage of that years current revenue. The projection of rate increases as a percentage of the existing rates is as follows:

May 2024	45%
April 2025	4%
April 2026	4%
April 2027	4%
April 2028	4%

A summary of the recommendation for user charge rates to satisfy the obligation of coverage of 1.20 times net revenue based on the combined debt service of existing USDA debt and NDEE debt is shown in Table 9.

TABLE 9

	<u>Customer Charge</u> (\$/1,000 gallons)	<u>Commodity Charge</u> (\$/1,000 gallons)
Current	\$11.35	\$3.16
2024	\$16.46	\$5.22
2025	\$17.12	\$5.43
2026	\$17.80	\$5.65
2027	\$18.51	\$5.87
2028	\$19.25	\$6.11

The City's residential billing structure annually bills each customer based on their usage. The average commodity usage for residential customers is 2.6 commodity units, or the equivalent of 2,600 gallons per month. Table 10 shows the future average sewer user bill the residential customers. In reviewing the tabulation it is necessary to recognize the individual user bills will vary from the typical bill based on the average usage across all residential customers.

Tami Comte
April 19, 2024
Page 11

TABLE 10 – AVERAGE RESIDENTIAL BILL

Current	\$20.71
2024	\$30.03
2025	\$31.23
2026	\$32.48
2027	\$33.78
2028	\$35.13

The recommended rate increase would result in the bill for an average residential customer increasing in 2024 by \$9.32 per month. In 2025 the monthly bill would increase by an additional \$1.20, subsequent increases would be slightly larger reaching \$1.35 per month in the timeframe of April 2028.

The projection of rates does not incorporate sales tax. Sales tax is paid above and beyond the adopted rate. Sales tax is essentially a pass through. Although there may be minor variations in sales tax collection and sales tax expenditures in any stated fiscal year. The City should achieve a near neutral position overtime. Minor monthly variations in collections and disbursements are less than the degree of variation that would affect the recommendations in this report.

Based on available information the writer can certify the revenues generated from the proposed rate schedule will cover all of the operating costs of the sanitary sewer system, including the servicing of current and upcoming debt payments, funding of reserves and meeting the debt service coverage requirement of net revenue equal to 1.20 times annual debt service. This certification is based on information and conditions existing at the time of this analysis and cannot reflect subsequent changes that could impact revenues and expenditures.

ORDINANCE NO. 1507

AN ORDINANCE SETTING THE MONTHS THAT WILL BE USED TO CALCULATE SEWER RATES; EFFECTIVE DATES; REPEALING ALL PARTS OF THE MUNICIPAL CODE AND ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

WHEREAS, SECTION 7-313 OF THE MUNICIPAL CODE PROVIDES THAT THE GOVERNING BODY SHALL SET RATES TO BE CHARGED BY ORDINANCE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA.

- Section 1. For residential customers, the monthly sewer rate fee shall be based on the average quantity of water **used during the time period of December 20th thru March 19th, preceding April of the current year**. Customers who move within the City shall pay the same Sewer Use Fee at their new location as they paid for at their former location until which time the sewer rate fees are recalculated. For new residential customers in the City, an appropriate Sewer Use Fee will be determined by the Water/Sewer Supervisor.
- Section 2. For commercial customers, who use water in a commercial business, industrial, or other non-residential way, a monthly Sewer Use Fee will be calculated monthly based on the current month's water usage. Commercial customers who do not want to pay a sewer use fee for water used for watering lawns or shrubs will be responsible, at their own cost, to hire a licensed plumber to install a separate water meter to separately meter such water usage.
- Section 3. Notwithstanding Section 3, commercial customers who use more than 2,000,000 gallons of water per month, on average (referred to herein as "High Volume Commercial Customers"), shall have the option to install, at their own cost and subject to inspection/oversight by the Water/Sewer Supervisor, a separate meter to measure the outflow of wastewater, in which case the monthly Sewer Use Fee will be calculated monthly based on the current month's discharge of waste water.
- Section 4. With respect to all residential customers and commercial customers who do not qualify as High Volume Commercial Customers, the following monthly Sewer Rates and customer charges became effective March 19, 2024, billed in April, and due May 1-10th.
- Customer charge of \$17.12 per month
Plus @ \$5.43 per 1,000 gallons of water used
- Section 5. With respect to High Volume Commercial Customers, the following monthly Sewer Rates and customer charges became effective March 19, 2024, billed in April, and due May 1 - 10th.
- Customer charge of \$11.35 per month
Plus @ \$3.25 per 1,000 gallons of water used
- Section 6. The monthly rates to be charged for sewer usage and customer charges will be reviewed by the City Council on an as needed basis;
- Section 7. That any other ordinance or section of any ordinance passed and approved prior to passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby repealed.
- Section 8. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage as provided by law.

PASSED AND APPROVED this 12th day of February, 2024.

Mayor Jessica Miller

(ATTEST)

City Clerk Tami Comte

Mayor Jessica Miller stated that the next agenda item was Ordinance No. 1508, prohibiting shared water service lines between two properties.

Ethan Joy, with JEO, introduced himself and asked the Council to table this Ordinance. The water department wants to discuss it further with legal counsel before action is taken.

Ethan Joy, City Attorney David Levy, Water Plant Operator Dan Sobota and Interim City Administrator Tami Comte will meet on the proposed Ordinance.

Council member Kevin Woita made a motion to table Ordinance No. 1508 Prohibiting Shared Water Service lines between two properties. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

The next agenda item was discuss/consider a temporary 8" sewer force main to be installed to allow AGP to perform startup processes.

Council member Kevin Woita made a motion to authorize Mayor Miller to approve a temporary 8" sewer force main to be installed to allow AGP to perform startup processes. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

Council member Bruce Meysenburg made a motion to approve the Civic and Community Center Financing Fund Grant Application. Council Member Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

Council member Bruce Meysenburg made a motion to approve the FAA Agency Agreement and Resolution No. 5-2025 for the Runway Rehab project. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea

Yea: 4, Nay: 0, Absent: 2

AGENCY AGREEMENT

Project No. 3-31-0025-018-2025 (R05)

This is an agreement between the City of David City, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the David City Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes, and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules, and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings, and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules, and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration, and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power, and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.

- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

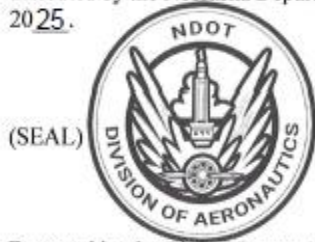
"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct, or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 24th day of January 2025.





Director

Executed by the Airport Sponsor this ___ day of _____, 20___.

Clerk

Mayor

**EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES**

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents.
Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents.
Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

**EXHIBIT B
AGENCY AGREEMENT
SCHEDULE OF FEES AND CHARGES**

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

“The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals (formerly found in OMB A-87)”.

* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

Resolution No. 5-2025

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF DAVID CITY, NEBRASKA, SPONSOR OF DAVID CITY MUNICIPAL AIRPORT, HELD ON February 12, 2025.

The following resolution was introduced by Bruce Meysenburg, read in full, seconded by Kevin Wolta and considered:

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR PROJECT NO. 3-31-0025-018-2025 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Mayor and members of the City Council of David City, Nebraska, that:

1. The City of David City shall enter into an Agency Agreement with the Department of Transportation, Division of Aeronautics for Project No. 3-31-0025-018-2025 for the purpose of obtaining Federal assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of David City is hereby authorized and directed to execute said Agency Agreement on behalf of the City of David City, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, 4 voted yea, and 0 voted nay, and the resolution therefore was declared passed and approved on February 12, 2025.

ATTEST: Jami L. Comte
Clerk

Jessica Miller
Mayor



AGENCY AGREEMENT

Project No. 3-31-0025-018-2025 (R05)

This is an agreement between the City of David City, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the David City Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes, and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules, and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings, and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules, and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration, and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power, and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.

- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

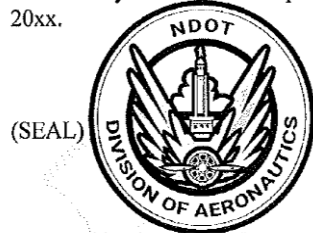
"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct, or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this xx day of xxxx 20xx.



DO NOT SIGN

Director

Executed by the Airport Sponsor this xx day of xxxxxxxx, 20xx.

DO NOT SIGN

Clerk

DO NOT SIGN

Mayor

**EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES**

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents.
Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents.
Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

**EXHIBIT B
AGENCY AGREEMENT
SCHEDULE OF FEES AND CHARGES**

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
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Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

“The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals (formerly found in OMB A-87)”.

* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

Council member Bruce Meysenburg made a motion to approve the Grant Application FAA Form SF-424 and authorize the mayor to sign for the Runway Rehab project. Council Member Jeremy Abel seconded the motion. The motion carried.
 Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea Yea: 4, Nay: 0, Absent: 2

OMB Number: 4040-0004
 Expiration Date: 11/30/2025

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
* If Revision, select appropriate letter(s): _____ * Other (Specify) _____	
*3. Date Received: 12/02/2024	
4. Applicant Identifier: 3-31-0025	
5a. Federal Entity Identifier: 3-31-0025-018-2025	
*5b. Federal Award Identifier: 018-2025	
State Use Only:	
6. Date Received by State: _____	
7. State Application Identifier: 3-31-0025-018-2025 (R05)	
8. APPLICANT INFORMATION:	
*a. Legal Name: City of David City, Nebraska	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 47-6006162	
*c. UEI: HE75EWFBEK43	
d. Address:	
*Street 1: PO BOX 191	
Street 2: _____	
*City: David City	
County/Parish: _____	
*State: NE	
*Province: _____	
*Country: USA: United States	
*Zip / Postal Code: 68632-0191	
e. Organizational Unit:	
Department Name: City of David City, Nebraska	
Division Name: _____	
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Mrs. *First Name: Anna	
Middle Name: _____	
*Last Name: Lannin	
Suffix: _____	
Title: Engineering Division Manager	
Organizational Affiliation: NDOT Division of Aeronautics	
*Telephone Number: (402) 471-2371	
Fax Number: _____	
*Email: ndot.aeroengineering@nebraska.gov	

Application for Federal Assistance SF-424
*9. Type of Applicant 1: Select Applicant Type: C: City or Township Government
Type of Applicant 2: Select Applicant Type: Pick an applicant type
Type of Applicant 3: Select Applicant Type: Pick an applicant type
*Other (Specify)
*10. Name of Federal Agency: Federal Aviation Administration
11. Catalog of Federal Domestic Assistance Number: 20.106
CFDA Title: Airport Improvement Program
*12. Funding Opportunity Number: N/A
*Title: N/A
13. Competition Identification Number: N/A
Title: N/A
14. Areas Affected by Project (Cities, Counties, States, etc.): Airside area of the David City Municipal Airport, David City, Bulter County, Nebraska.
*15. Descriptive Title of Applicant's Project: Seal Runway 14/32 (Engineering Services - Phase 1) [BIL]
Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: NE-001	*b. Program/Project: NE-001
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 06/01/2025	*b. End Date: 06/01/2029
18. Estimated Funding (\$):	
*a. Federal	\$ 181,242
*b. Applicant	\$ 9,539
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 190,781
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____ . <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", explain: _____	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mrs. ▾	*First Name: Jessica
Middle Name: _____	
*Last Name: Miller	
Suffix: _____ ▾	
*Title: Mayor	
*Telephone Number: (402) 367-7993	Fax Number: _____
* Email: jmiller@davidcityne.gov	
*Signature of Authorized Representative: _____	*Date Signed: _____

Council member Bruce Meysenburg made a motion to approve amending the DTR guidelines, raising the awarded grant amount for the DTR program from \$50,000 to \$80,000 (25% match still applies). Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

III. Program Guidelines

1. A minimum 25% match is required by each participant.
1. Projects shall be located in the designated downtown business district as stated in the City of David City 2021 DTR Plan. A copy of the designated map is attached hereto as Exhibit A.
2. Request amounts and designs will be reviewed by the DTR Committee. The DTR Committee will make project funding recommendations for approval by the David City, City Council. Priorities shall be given on a first-come, first-serve basis.
3. Each application will be considered solely on its merits, without regard to age (provided the applicant is of age as prescribed by law), color, creed, marital status, national origin, political party affiliation, race or gender of the applicant(s).
4. \$25,000 of the total awarded grant funds shall be reserved for administrative costs and \$10,000 for construction management.
5. \$400,000 shall be set aside for forgivable loans in the amount greater than \$1,000 but no greater than \$80,000 for eligible applicants and eligible improvements.
6. The DTR program funds will be reimbursed to the applicant for eligible project costs and will become a five (5) year forgivable loan. This is done to ensure that the improvements will remain in place.
7. The five (5) year forgivable loan can be transferred by the property owner at the time of a sale to the purchaser if approved by the David City, City Council.
8. For each forgivable loan, the applicant will be required to sign a Promissory Note and the property owner will be required to sign a Deed of Trust.

9. Improvements must remain intact for a minimum period of five (5) years from the date of completion. Changes to funded improvements prior to five (5) years may trigger repayment.
10. Where practical, building facades shall be restored to historic standards. If it is deemed not practical by the DTR Committee then a similar architectural design shall be used.
11. If a building does not have a historic significant architectural design, feature or designation, an application may still be submitted.

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 6-2025 adopting a Downtown Window Policy. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

RESOLUTION NO. 6 - 2025

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, ESTABLISHING GUIDELINES FOR THE DOWNTOWN REVITALIZATION GRANT PROGRAM RELATING TO APPROVED MATERIALS FOR PROPERTY FACADES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**") funds and operates that certain David City Downtown Revitalization Grant Program ("**Program**"); and

WHEREAS, the Program allows City to offer grants and loans to developers to restore, repair, and rehabilitate property and improvements in the downtown David City, Nebraska, area, under the terms, conditions, and guidelines provided in the Program's Guidelines ("**Guidelines**"); and

WHEREAS, the Downtown Revitalization Committee ("**DTR Committee**") administers, maintains, and manages the Program and Guidelines; and

WHEREAS, Section III (11) of the Guidelines provide that "[w]here practical, building facades shall be restored to historic standards" and "[i]f it is deemed not practical [to do so] by the DTR Committee then a similar architectural design shall be used"; and

WHEREAS, Section IV of the Guidelines defines "façade" as "the exterior of a building exposed to public view from the building's exterior . . . [and] include[s] . . . awnings, windows, and signage"; and

WHEREAS, paragraph eight of Section IV of the Guidelines permits the DTR Committee to adopt design guidelines; and

WHEREAS, the DTR Committee recommended that City adopt that certain David City Downtown Window Policy Statement, as shown in **EXHIBIT A**, attached hereto and incorporated herein ("**Policy**"), thereby providing among other things a list of approved materials for use in repairing facades pursuant to the Program; and

WHEREAS, City finds it in the best interest of City, City's residents, and the purpose of spirit of the Program to adopt the Policy and incorporate the same into the Program and Guidelines.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and City Council of the City of David City, Nebraska, hereby resolve as follows:

1. The City hereby adopts the Policy in substantially the same form as **EXHIBIT A**, attached hereto and incorporated herein.
2. The DTR Committee shall incorporate the Policy into Section IV of the Guidelines.
3. The Mayor and City Clerk may execute such other documents and take such other actions as reasonably necessary to effectuate the purposes herein.
4. The City hereby repeals all other resolutions in conflict with this Resolution to the extent of such conflict.
5. This Resolution is effective immediately upon passage.

Passed and approved this 12th day of February, 2025.

Mayor Jessica Miller

ATTEST:

City Clerk Tami Comte

EXHIBIT A
Policy Statement

[SEE ATTACHED]

David City Downtown Window Policy Statement

Updated: February 6, 2025

As the historic nature of the downtown square is an essential element to the vibrance of the City of David City, it is important to have consistent policies on the use of downtown revitalization (DTR) funds to ensure the historic character of the district remains intact, and that the general look of downtown remains cohesive. The following window guidelines shall be the official policy statement of the City of David City's DTR Committee. Such guidelines shall be followed by all business owners, non-profits or any other organization undertaking DTR projects, and may be subject to further review by the Nebraska State Historic Preservation Office (SHPO) when the appropriate program calls for it.

The City of David City further recognizes that, to keep a cohesive look to our downtown, aluminum, black metal, bronze metal, fiberglass, aluminum clad, steel, and high-quality aluminum openings are the recommended framings for windows, door frames, and storefronts within the downtown district. Numerous prior projects have worked to create this aesthetic, and its retention is an essential part of the charm of our district.

All other store front changes that fall outside the boundary of this policy shall still be subject to SHPO's guidelines, authority, and approval. Likewise, all DTR projects pursuing the regulations authorized by this policy shall still be inspected and approved by SHPO prior to implementing these ratified regulations.

Council member Bruce Meysenburg made a motion to approve the appointment of Council members Kevin Woita and Jerry Abel to the Sidewalk Committee. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

Council member Jeremy Abel made a motion to approve the appointment of Council members Bruce Meysenburg and Kevin Woita to the Airport committee. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

Council member Bruce Meysenburg made a motion to approve the reappointment of Heather Allen to the Library Board of Trustees for a four-year term ending December 2028. Council Member Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

Council member Bruce Meysenburg made a motion to accept the resignation of Brian R. Small as the alternate to the Planning Commission. Council Member Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

Council member Bruce Meysenburg made a motion to enter into a closed session to discuss contract negotiations, personnel, and pending litigation. Council Member Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

Mayor Jessica Miller stated, "Now, at 8:20 p.m., we are going into closed session to discuss litigation and personnel. Mayor Jessica Miller, all of the Council members, City Administrator Intern Raiko Martinez, City Clerk Tami Comte and Deputy City Clerk Lori Matchett went into closed session at 8:20 p.m. City Attorney David Levy joined via Zoom.

Council member Kevin Woita made a motion to reconvene in open session at 9:02 p.m. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2

Council member Kevin Woita made a motion to adjourn. Council Member Bruce Meysenburg seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 9:02 p.m.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Absent: 2



CERTIFICATION OF MINUTES
February 12, 2025

I, Tami Comte, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of February 12, 2025; 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