

CITY COUNCIL PROCEEDINGS
April 9, 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, Keith Marvin, Jim Angell, Rick Holland, Jeremy Abel, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, City Attorney David Levy and City Clerk-Treasurer Tami Comte.

Also present for the meeting were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Account Clerk Rachel Kahnk, Ethan Joy with JEO, and Marlene Hein.

The meeting opened with the Pledge of Allegiance.

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

Council member Jim Angell made a motion to approve the minutes of the March 26 and March 31, 2025 City Council meetings as presented. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Rick Holland made a motion to approve the claims as presented. Council Member Keith Marvin seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

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

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Mayor Jessica Miller declared the public hearing open at 7:05 p.m. to consider the application of El Centenario Mexican Grill, LLC, 470 E Street for a Class C Beer, Wine, Distilled Spirits, on and off sale liquor license.

City Clerk Tami Comte stated that El Centenario needed to have a liquor license at the former Roper's Bar and Grill location.

Hearing no further comment, Mayor Jessica Miller declared the public hearing closed at 7:06 p.m.

Council member Keith Marvin made a motion to approve the application of El Centenario Mexican Grill, LLC, 470 E Street for a Class C Beer, Wine, Distilled Spirits, On and Off Sale Liquor License;. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to approve Certificate of Payment #25 in the amount of \$75,062.46 to Velocity Constructors Inc. for the 2022 Water Treatment Plant Upgrades. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

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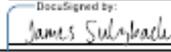
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Contractor's Application for Payment

| | |
|---|--|
| Owner: <u>City of David City</u> | Owner's Project No.: _____ |
| Engineer: <u>JEO Consulting Group, Inc.</u> | Engineer's Project No.: <u>202024.00</u> |
| Contractor: <u>Velocity Constructors Inc.</u> | Contractor's Project No.: _____ |
| Project: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u> | |
| Contract: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u> | |
| Application No.: <u>25</u> | Application Date: <u>4/1/2025</u> |
| Application Period: From <u>3/1/2025</u> to <u>4/1/2025</u> | |

| | |
|--|------------------|
| 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) | \$ 10,543,743.96 |
| 5. Retainage | |
| a. <u>5%</u> X <u>\$ 10,344,901.68</u> Work Completed = | \$ 517,245.08 |
| b. <u>5%</u> X <u>\$ 198,842.28</u> Stored Materials = | \$ 9,942.11 |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ 527,187.19 |
| 6. Amount eligible to date (Line 4 - Line 5.c) | \$ 10,016,556.77 |
| 7. Less previous payments (Line 6 from prior application) | \$ 9,941,494.31 |
| 8. Amount due this application | \$ 75,062.46 |
| 9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c) | \$ 890,222.74 |

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>James Sulzbach - Project Manager Velocity Constructors</u> | |
| Signature: <u></u> | Date: <u>4/4/2025</u> |
| Recommended by Engineer | Approved by Owner |
| By: <u></u> | By: _____ |
| Title: _____ | Title: _____ |
| Date: <u>4/4/2025</u> | Date: _____ |

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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.: 25 Application Period: From 03/01/25 to 04/01/25 Application Date: 04/01/25

| 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 (\$) | | | | |
| 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 | Existing Pipe Cleaning & Repainting | 57,573.00 | 16,000.00 | - | - | 16,000.00 | 28% | 41,573.00 |
| B-1.05 | Electrical Improvements, Complete | 1,840,041.00 | 1,805,894.59 | 20,000.00 | - | 1,825,894.59 | 99% | 14,146.41 |
| 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 | 80,000.00 | 5,000.00 | - | 85,000.00 | 94% | 5,500.00 |
| 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 | 5,179.00 | - | 174,179.00 | 100% | - |
| B-1.11 | Skylight Replacement | 48,568.00 | 48,568.00 | - | - | 48,568.00 | 100% | - |
| B-1.12 | HVAC Improvements | 148,128.00 | 139,000.00 | 4,128.00 | - | 143,128.00 | 97% | 5,000.00 |
| B-1.13 | Plumbing Improvements | 92,021.00 | 83,000.00 | 5,000.00 | - | 88,000.00 | 96% | 4,021.00 |
| B-1.14 | Lab Improvements | 21,099.00 | 20,159.93 | - | - | 20,159.93 | 96% | 939.07 |
| B-1.15 | Hardness Monitoring Equipment and Meters | 77,743.00 | 70,000.00 | 7,743.00 | - | 77,743.00 | 100% | - |
| 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 | 140,000.00 | - | - | 140,000.00 | 94% | 8,846.00 |
| 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) | 693,132.00 | 693,132.00 | - | - | 693,132.00 | 100% | - |
| B-1.23 | Gravity Filter Equipment Installation | 45,979.00 | 45,979.00 | - | - | 45,979.00 | 100% | - |
| B-1.24 | Electrical | 25,200.00 | 25,200.00 | - | - | 25,200.00 | 100% | - |

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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.: 25 Application Period: From 03/01/25 to 04/01/25 Application Date: 04/01/25

| 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 | | | | | | | | |
| B-1.25 | CCRO and CIP Tank Skids (Equipment Only) | 2,126,760.00 | 2,126,760.00 | - | - | 2,126,760.00 | 100% | - |
| B-1.26 | CCRO and CIP Tank Skids (Installation) | 7,208.00 | 6,000.00 | 708.00 | | 6,708.00 | 93% | 500.00 |
| B-1.27 | Existing Maintenance Facility Demolition | 27,093.00 | 27,093.00 | - | | 27,093.00 | 100% | - |
| B-1.28 | RO Room Expansion, Block Construction | 245,926.00 | 245,926.00 | - | | 245,926.00 | 100% | - |
| B-1.29 | New Existing Maintenance Facility Floor Pavement | 3,174.00 | 3,174.00 | - | | 3,174.00 | 100% | - |
| B-1.30 | New Existing Maintenance Facility Roof | 28,709.00 | 28,709.00 | - | | 28,709.00 | 100% | - |
| B-1.31 | Overhead Doors | 22,781.00 | 22,781.00 | - | | 22,781.00 | 100% | - |
| B-1.32 | Access Doors | 8,791.00 | 8,791.00 | - | | 8,791.00 | 100% | - |
| B-1.33 | Single Girder Bridge Crane & Hoist (Equipment Only) | 20,361.00 | 20,361.00 | - | | 20,361.00 | 100% | - |
| B-1.34 | Single Girder Bridge Crane & Hoist (Installation) | 12,387.00 | 12,387.00 | - | | 12,387.00 | 100% | - |
| B-1.35 | Below Grade CCRO & CIP Skid Piping, Complete | 57,740.00 | 57,740.00 | - | | 57,740.00 | 100% | - |
| B-1.36 | Above Grade CCRO & CIP Skid Piping, Complete | 129,743.00 | 42,817.55 | 3,993.10 | 82,932.35 | 129,743.00 | 100% | - |
| B-1.37 | Electrical | 10,080.00 | 7,800.00 | - | 2,000.00 | 9,800.00 | 97% | 280.00 |
| BASE BID GROUP D - Intermediate Clearwell² | | | | | | | | |
| B-1.38 | Intermediate Clearwell Structural Concrete | 170,506.00 | 170,506.00 | - | - | 170,506.00 | 100% | - |
| B-1.39 | Clearwell Hatches | 15,613.00 | 15,613.00 | - | | 15,613.00 | 100% | - |
| B-1.40 | Vertical Turbine Pumps | 113,608.00 | 113,608.00 | - | | 113,608.00 | 100% | - |
| B-1.41 | Degassifier (Equipment Only) | 112,153.00 | 112,153.00 | - | | 112,153.00 | 100% | - |
| B-1.42 | Degassifier (Installation) | 6,407.00 | 6,407.00 | - | | 6,407.00 | 100% | - |
| B-1.43 | Pump Building, Block Construction | 116,781.00 | 116,781.00 | - | | 116,781.00 | 100% | - |
| B-1.44 | Stairs and Miscellaneous Metals | 4,603.00 | 4,000.00 | - | | 4,000.00 | 87% | 603.00 |
| B-1.45 | Clearwell Ladders | 4,749.00 | 4,749.00 | - | | 4,749.00 | 100% | - |
| B-1.46 | Fluid Applied Exterior Membrane | 103,757.00 | 103,757.00 | - | | 103,757.00 | 100% | - |
| B-1.47 | Intermediate Clearwell Piping, Fittings, Valves, Meters, Complete | 77,335.00 | 77,335.00 | - | | 77,335.00 | 100% | - |
| B-1.48 | Weir Plate and Weir Window | 4,398.00 | 4,398.00 | - | | 4,398.00 | 100% | - |
| B-1.49 | Electrical | 50,400.00 | 50,400.00 | - | | 50,400.00 | 100% | - |

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Progress Estimate - Lump Sum Work 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>202024.00</u> | | | | | | |
| Contractor: <u>Velocity Constructors Inc.</u> | | Contractor's Project No.: _____ | | | | | | |
| Project: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u> | | | | | | | | |
| Contract: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u> | | | | | | | | |
| Application No.: <u>25</u> | Application Period: From <u>03/01/25</u> to <u>04/01/25</u> | Application Date: <u>04/01/25</u> | | | | | | |
| 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 | 149,305.00 | - | - | 149,305.00 | 100% | - |
| B-1.51 | Gas Chlorine System Improvements | 62,365.00 | 62,365.00 | - | - | 62,365.00 | 100% | - |
| B-1.52 | Electrical | 15,120.00 | 15,120.00 | - | - | 15,120.00 | 100% | - |
| BASE BID GROUP F - Backwash Improvements¹ | | | | | | | | |
| B-1.53 | Backwash Waste Pump and Piping Improvements, Complete | 161,971.00 | 161,971.00 | - | - | 161,971.00 | 100% | - |
| 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 | 3,727.00 | - | - | 3,727.00 | 100% | - |
| B-1.56 | Backwash Supply Pump and Piping Improvements, Complete | 103,300.00 | 2,000.00 | 10,000.00 | 69,409.93 | 81,409.93 | 79% | 21,890.07 |
| B-1.57 | Electrical/Generator | 252,000.00 | 252,000.00 | - | - | 252,000.00 | 100% | - |
| Bid Alternate #1 | | | | | | | | |
| BA1-1 | Gravity Filter Effluent Valve Replacement ¹ | 220,730.00 | 220,730.00 | - | - | 220,730.00 | 100% | - |
| Bid Alternate #2 | | | | | | | | |
| BA2-1 | Demolish Existing Upflow Clarifier Unit, Complete ¹ | 113,190.00 | - | 5,000.00 | 23,000.00 | 28,000.00 | 25% | 85,190.00 |
| Original Contract Totals | | \$ 10,343,448.00 | \$ 9,749,303.07 | \$ 66,751.10 | \$ 198,842.28 | \$ 10,014,896.45 | - | \$ 328,551.55 |
| Change Orders | | | | | | | | |
| CO-1 | 12" Underslab Pipe | 54,560.00 | 54,560.00 | - | - | 54,560.00 | 100% | - |
| CO-2 | Misc | 84,742.51 | 84,742.51 | - | - | 84,742.51 | 100% | - |
| CO-3 | Misc | 114,989.00 | 114,989.00 | - | - | 114,989.00 | 100% | - |
| CO-4 | Lights and Fence - Drive way | 17,454.00 | 7,000.00 | - | - | 7,000.00 | 40% | 10,454.00 |
| CO-5 | -Aggregate+Sink+Trans & BFV+Delay | 72,262.00 | 50,000.00 | 12,262.00 | - | 62,262.00 | 86% | 10,000.00 |
| Change Order Totals | | \$ 344,007.51 | \$ 311,291.51 | \$ 12,262.00 | \$ - | \$ 323,553.51 | 94% | \$ 20,454.00 |
| Unit Price | | | | | | | | |
| B2 | Install Aggregate | 15,215.00 | 15,215.00 | - | - | 15,215.00 | 100% | - |
| B3 | Final Clearwell 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 Orders | | | | | | | | |
| Project Totals | | \$ 10,906,779.51 | \$ 10,265,888.58 | \$ 79,013.10 | \$ 198,842.28 | \$ 10,543,743.96 | 97% | \$ 363,035.55 |

¹ Sales Tax for Materials & Equipment Included

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Progress Estimate - Unit Price Work

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>202024.00</u> |
| Contractor: <u>Velocity Constructors Inc.</u> | Contractor's Project No.: _____ |
| Project: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u> | |
| Contract: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u> | |

Application No.: 25 Application Period: From 03/01/25 to 04/01/25 Application Date: 04/01/25

| A | B | C | D | E | F | G | H | I | J | K | L |
|-------------------------------------|---|----------------------|-------|-----------------|--------------------------------|---|--|--|--|--------------------------------|--------------------------------|
| Bid Item No. | Description | Contract Information | | | | Work Completed | | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) |
| | | Item Quantity | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) | | | | |
| Original Contract | | | | | | | | | | | |
| Base Bid ¹ | | | | | | | | | | | |
| B-2 | Install Aggregate Surfacing | 358.00 | TONS | 42.50 | 15,215.00 | 358.00 | 15,215.00 | | 15,215.00 | 100% | - |
| B-3 | Final Clearwell Roof Slab Rehabilitation | 100.00 | SF | 140.30 | 14,030.00 | | - | | - | 0% | 14,030.00 |
| Bid Alternate #3 | | | | | | | | | | | |
| BA3-1 | Install 6" Concrete Pavement ¹ | 1,324.00 | SY | 143.56 | 190,079.00 | 1,324.00 | 190,079.00 | | 190,079.00 | 100% | - |
| Original Contract Totals | | | | | \$ 219,324.00 | | \$ 205,294.00 | \$ - | \$ 205,294.00 | 94% | \$ 14,030.00 |
| Original Contract and Change Orders | | | | | | | | | | | |
| Project Totals | | | | | \$ 219,324.00 | | \$ 205,294.00 | \$ - | \$ 205,294.00 | 94% | \$ 14,030.00 |

¹ Sales Tax for Materials & Equipment Included

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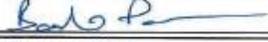
| Stored Materials Summary | | | | | | | | | | | Contractor's Application for Payment | | |
|---|-------------------------|--|---|---------------------|--|-----------------------------------|--------------------------------------|---|--|---|---|--|--|
| Owner: | | City of David City | | | | | Owner's Project No.: | | | | | | |
| Engineer: | | JEO Consulting Group, Inc. | | | | | Engineer's Project No.: | | 202024.00 | | | | |
| Contractor: | | Velocity Constructors Inc. | | | | | Contractor's Project No.: | | | | | | |
| Project: | | 2022 Water Treatment Plant Upgrades, SRF Project No. D311686 | | | | | | | | | | | |
| Contract: | | 2022 Water Treatment Plant Upgrades, SRF Project No. D311686 | | | | | | | | | | | |
| Application No.: | | 25 | | Application Period: | | From 03/01/25 to 04/01/25 | | Application Date: 04/01/25 | | | | | |
| Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab) | Supplier Invoice No. | Submittal No. (with Specification Section No.) | Description of Materials or Equipment Stored | Storage Location | Application No. When Materials Placed in Storage | Materials Stored | | | Incorporated in Work | | Materials Remaining in Storage (I - L) (\$) | | |
| | | | | | | Previous Amount Stored (\$) | Amount Stored this Period (\$) | Amount Stored to Date (G + H) (\$) | Amount Previously Incorporated in the Work (\$) | Amount Incorporated in the Work this Period (\$) | | Total Amount Incorporated in the Work (J + K) (\$) | |
| B-1.19 | 3894991 | | Yard Pipe | On Site | 3 | 36,399.00 | - | 36,399.00 | - | 36,399.00 | 36,399.00 | - | |
| B-1.19 | 3898108 | | Yard Pipe | On Site | 4 | 3,033.85 | - | 3,033.85 | - | 3,033.85 | 3,033.85 | - | |
| B-1.19 | 3895976 | | Yard Pipe | On Site | 4 | 4,484.62 | - | 4,484.62 | - | 4,484.62 | 4,484.62 | - | |
| B-1.19 | 835123 | | Yard Pipe | On Site | 4 | 6,039.99 | - | 6,039.99 | - | 6,039.99 | 6,039.99 | - | |
| B-1.19 | 896907 | | Yard Pipe | On Site | 4 | 23,979.17 | - | 23,979.17 | - | 23,979.17 | 23,979.17 | - | |
| B-1.19 | 3897709 | | Yard Pipe | On Site | 4 | 29,725.95 | - | 29,725.95 | - | 29,725.95 | 29,725.95 | - | |
| B-1.28 & 38 | | | Rebar | On Site | 4 | 33,900.00 | - | 33,900.00 | - | 33,900.00 | 33,900.00 | - | |
| B-1.19 | 7241554 | | Yard Pipe | On Site | 5 | 370.34 | - | 370.34 | - | 370.34 | 370.34 | - | |
| B-1.19 | 7203897 | | Yard Pipe | On Site | 5 | 520.82 | - | 520.82 | - | 520.82 | 520.82 | - | |
| B-1.19 | 7063762 | | Yard Pipe | On Site | 5 | 1,012.90 | - | 1,012.90 | - | 1,012.90 | 1,012.90 | - | |
| B-1.24,37,49,52,57 | Pay App 2 | | Electrical Fixtures | On Site | 5 | 30,708.14 | - | 30,708.14 | - | 25,708.14 | 25,708.14 | 5,000.00 | |
| B1.36 | 0902556-IN | | Electric Pumps | On Site | 6 | 26,934.00 | - | 26,934.00 | - | - | - | 26,934.00 | |
| B1.47 | 34604 | | Mellen Valves PRV | On Site | 7 | 27,865.08 | - | 27,865.08 | - | - | - | 27,865.08 | |
| B1.43 | 26123 | | Misc Metal Decking | On Site | 7 | 5,000.00 | - | 5,000.00 | - | 5,000.00 | 5,000.00 | - | |
| B-1.57 | 13 Invoices | | Electrical | On Site | 7 | 112,151.76 | - | 112,151.76 | - | 112,151.76 | 112,151.76 | - | |
| B-1.22 | 92500 | | WestTech | Submittals | 7 | 22,224.99 | - | 22,224.99 | - | 22,224.99 | 22,224.99 | - | |
| B1.31 | 228627 | | Overhead Doors | On Site | 8 | 17,000.00 | - | 17,000.00 | - | 17,000.00 | 17,000.00 | - | |
| B-1.19 | 8 Invoices | | Yard Pipe | On Site | 9 | 15,646.65 | - | 15,646.65 | - | 15,646.65 | 15,646.65 | - | |
| B-1.47 | Mellen | | Air Vac | On Site | 9 | 3,442.69 | - | 3,442.69 | - | 3,442.69 | 3,442.69 | - | |
| B-1.53 | 1 Invoice | | Inside Pipe | On Site | 9 | 23,997.39 | - | 23,997.39 | - | - | - | 23,997.39 | |
| B-1.17 | 7897108 | | Lang Fence | On Site | 9 | 21,500.00 | - | 21,500.00 | - | - | - | 21,500.00 | |
| B-1.40 | | | Vertical Turbine Pumps | On Site | 10 | 85,940.88 | - | 85,940.88 | - | 85,940.88 | 85,940.88 | - | |
| B-1.05 | HOA | | Electrical HOA | Pictures | 10 | 143,249.80 | - | 143,249.80 | - | 143,249.80 | 143,249.80 | - | |
| B-1.22 | Mellen | | Gate Valves | On Site | 10 | 20,930.00 | - | 20,930.00 | - | 20,930.00 | 20,930.00 | - | |
| B-1.47 | CBM | | Cleanwell Pipe | On Site | 10 | 6,053.55 | - | 6,053.55 | - | 6,053.55 | 6,053.55 | - | |
| B-1.22 | Vesco | | Blower | On Site | 11 | 50,000.00 | - | 50,000.00 | - | 50,000.00 | 50,000.00 | - | |
| B-1.25 | Gurney | | Spir Case Pump | On Site | 11 | 18,227.00 | - | 18,227.00 | - | 18,227.00 | 18,227.00 | - | |
| B1.47 | 8 Invoices | | Piping | On Site | 11 | 29,798.29 | - | 29,798.29 | - | 29,798.29 | 29,798.29 | - | |
| B-1.50 | Gurney | | Chem Feed | On Site | 12 | 113,869.00 | - | 113,869.00 | - | 113,869.00 | 113,869.00 | - | |
| B-1.22 | WestTech | | Troughs | On Site | 12 | 103,664.94 | - | 103,664.94 | - | 103,664.94 | 103,664.94 | - | |
| B-1.56 | Mellen | | Valves | On Site | 12 | 7,651.83 | - | 7,651.83 | - | - | - | 7,651.83 | |
| B-1.56 | 3 Invoice | | Inside Piping | Onsite | 12 | 34,824.08 | - | 34,824.08 | - | - | - | 34,824.08 | |
| B-1.22 | 94231 | | Filter Rehab - WestTech | Onsite | 13 | 187,247.48 | - | 187,247.48 | - | 187,247.48 | 187,247.48 | - | |
| B-1.22 | 35522 | | Mellen - Valves | Onsite | 13 | 90,506.40 | - | 90,506.40 | - | 90,506.40 | 90,506.40 | - | |
| B-1.19 | 35489 | | Mellen - Valves | Onsite | 13 | 24,828.20 | - | 24,828.20 | - | 24,828.20 | 24,828.20 | - | |
| B-1.19 | 35608 | | Mellen - Valves | Onsite | 13 | 44,019.10 | - | 44,019.10 | - | 44,019.10 | 44,019.10 | - | |
| B-1.36 | 10 Inv | | Core and Main - Piping | Onsite | 13 | 39,821.77 | - | 39,821.77 | - | - | - | 39,821.77 | |
| B-1.11 | Pay App 1 | | Skylight | Onsite | 14 | 24,882.00 | - | 24,882.00 | - | - | - | 24,882.00 | |
| B1.18,44,45,48,842-1 | Pay App | | Misc Metal Decking | Onsite | 14 | 45,000.00 | - | 45,000.00 | - | 20,000.00 | 20,000.00 | 25,000.00 | |
| B41-1 | 35785 | | Valves | Onsite | 14 | 50,000.00 | - | 50,000.00 | - | 50,000.00 | 50,000.00 | - | |
| B-1.19 | CI 438085 | | RCP | Onsite | 14 | 2,671.00 | - | 2,671.00 | - | 2,671.00 | 2,671.00 | - | |
| B-1.36 | U550028 | | Piping | Onsite | 14 | 6,933.75 | - | 6,933.75 | - | - | - | 6,933.75 | |
| B-1.05 | 11766 | | Enclosures | Onsite | 14 | 13,819.66 | - | 13,819.66 | - | 13,819.66 | 13,819.66 | - | |
| B-1.53 | 2212-15350 | | Valves | Onsite | 14 | 30,555.80 | - | 30,555.80 | - | - | - | 30,555.80 | |
| B-1.08 | Pay App | | Misc Metal Decking | Onsite | 14 | 40,000.00 | - | 40,000.00 | - | 40,000.00 | 40,000.00 | - | |
| B-1.36 | | | Check Valves | Onsite | 15 | 15,817.55 | - | 15,817.55 | - | - | - | 15,817.55 | |

DocuSign Envelope ID: D991A44A-64AE-42E8-8DA4-07153F29AEE6

| Stored Materials Summary | | | | | | | | | | | 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 Upgrades, SRF Project No. D311686 | | | | | | | | | | | | | |
| Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686 | | | | | | | | | | | | | |
| Application No.: 25 | | Application Period: From 03/01/25 to 04/01/25 | | | | | | | | | | Application Date: 04/01/25 | |
| A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab) | B Supplier Invoice No. | C Submittal No. (with Specification Section No.) | D Description of Materials or Equipment Stored | E Storage Location | F Application No. When Materials Placed in Storage | G Materials Stored | | H Incorporated in Work | | | M Materials Remaining in Storage (I - L) (\$) | | |
| | | | | | | Previous Amount Stored (\$) | Amount Stored this Period (\$) | Amount Stored to Date (G + H) (\$) | Amount Previously Incorporated in the Work (\$) | Amount Incorporated in the Work this Period (\$) | | Total Amount Incorporated in the Work (J + K) (\$) | |
| B-1.23 | | | RO Submittal | Submittals | 15 | 182,064.23 | | 182,064.23 | | 182,064.23 | 182,064.23 | - | |
| B-1.14 | | | Plastic Cabinets | Onsite | 15 | 18,159.93 | | 18,159.93 | | 18,159.93 | 18,159.93 | - | |
| BL 36 | | | Check Valves | Onsite | 16 | 15,817.55 | | 15,817.55 | | | - | 15,817.55 | |
| BL 05 | 2 Invoices | | Programming | Onsite | 16 | 42,045.13 | | 42,045.13 | | 42,045.13 | 42,045.13 | - | |
| BL 36 | 3 Invoice | | Piping | Onsite | 16 | 3,042.47 | | 3,042.47 | | | - | 3,042.47 | |
| BL 36 | 008L0183 | | RO Piping | Onsite | 18 | 15,316.81 | - | 15,316.81 | | | - | 15,316.81 | |
| | | | | | | | | | | | - | - | |
| Totals | | | | | | \$ 1,954,695.58 | \$ - | \$ 1,954,695.58 | \$ - | \$ 1,627,735.48 | \$ 1,627,735.48 | \$ 326,960.10 | |

Council member Keith Marvin made a motion to approve Pay Application #11 for IES Commercial, Inc. in the amount of \$43,720.67 for the "2023 AGP Substation" project. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
 Yea: 6, Nay: 0

| Contractor's Application for Payment | | | |
|--|---|----------------------------------|--------------|
| Owner: | City of David City | Owner's Project No.: | |
| Engineer: | JEO Consulting Group, Inc. | Engineer's Project No.: | 220993.00 |
| Contractor: | IES Commerical, Inc. | Contractor's Project No.: | 555042002 |
| Project: | 2023 AGP Substation | | |
| Contract: | 2023 AGP Substation | | |
| Application No.: | 11 | Application Date: | 3/27/2025 |
| Application Period: | From 3/1/2025 | to | 3/31/2025 |
| 1. Original Contract Price | | \$ | 2,416,450.00 |
| 2. Net change by Change Orders | | \$ | 349,772.86 |
| 3. Current Contract Price (Line 1 + Line 2) | | \$ | 2,766,222.86 |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | | \$ | 2,745,671.39 |
| 5. Retainage | | | |
| a. 5% X \$ 2,745,671.39 Work Completed = | | \$ | 137,283.57 |
| b. 5% X \$ - Stored Materials = | | \$ | - |
| c. Total Retainage (Line 5.a + Line 5.b) | | \$ | 137,283.57 |
| 6. Amount eligible to date (Line 4 - Line 5.c) | | \$ | 2,608,387.82 |
| 7. Less previous payments (Line 6 from prior application) | | \$ | 2,564,667.15 |
| 8. Amount due this application | | \$ | 43,720.67 |
| 9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c) | | \$ | 157,835.04 |
| 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: | IES Commerical, Inc. | | |
| Signature: |  | Date: | 3-27-25 |
| Recommended by Engineer | | Approved by Owner | |
| By: |  | By: | |
| Title: | Electrical Senior Project Manager | Title: | |
| Date: | April 4, 2025 | 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.: | IREE1 |
| Engineer: | EEO Consulting Group, Inc. | Engineer's Project No.: | 201461.00 |
| Contractor: | ISS Commercial, Inc. | Contractor's Project No.: | 555042002 |
| Project: | 2023 AGP Substation | | |
| Contract: | 2023 AGP Substation | | |

Application No.: 11 Application Period: From 03/01/25 to 03/31/25 Application Date: 03/27/25

| 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 (J / F) (%) | Balance to Finish (F - J) (\$) |
| | | | | Unit Price (\$) | Value of Bid Item (CX I) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) | | | | |
| Original Contract | | | | | | | | | | | |
| Group A | | | | | | | | | | | |
| 1 | Substation Installation, Complete and Operational | 1.00 | LS | \$2,436,460.00 | 2,436,460.00 | 1.00 | 2,404,367.75 | | 2,404,367.75 | 100% | 12,092.25 |
| | | | | Original Contract Total | | | \$ 2,436,460.00 | | \$ 2,404,367.75 | | \$ 12,092.25 |
| 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 #3 | 1.00 | | 21,996.48 | 21,996.48 | 1.00 | 21,996.48 | | 21,996.48 | 100% | - |
| | Change Order #4 | 1.00 | | 9,739.44 | 9,739.44 | 1.00 | 9,739.44 | | 9,739.44 | 100% | - |
| | Change Order #5 | 1.00 | | (9,056.58) | (9,056.58) | 1.00 | (9,056.58) | | (9,056.58) | 100% | - |
| | Change Order #6 | 1.00 | | 6,921.20 | 6,921.20 | 1.00 | 6,921.20 | | 6,921.20 | 100% | - |
| | Change Order #7 | 1.00 | | 12,074.46 | 12,074.46 | 1.00 | 12,074.46 | | 12,074.46 | 100% | - |
| | Change Order #8 | 1.00 | | 42,416.52 | 42,416.52 | 0.80 | 33,947.30 | | 33,947.30 | 80% | 8,469.22 |
| | | | | Change Order Total | | | \$ 341,772.86 | | \$ 341,303.64 | | \$ 8,469.22 |
| Original Contract and Change Orders | | | | | | | | | | | |
| | | | | Project Total | | | \$ 2,746,222.86 | | \$ 2,745,671.39 | | \$ 20,551.47 |

Council member Rick Holland made a motion to table Pay Estimate #13 in the amount of \$423,441.33 to BRB Contractors, Inc. for the Wastewater Treatment Plant Improvement Project. Council Member Jim Angell seconded the motion. The motion carried.
 Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
 Yea: 6, Nay: 0

| Contractor's Application for Payment No. | | 13 |
|---|--|---------------------------------|
| | Application Period: 3/26/2025 - 3/25/2025 | Application Date: 3/25/2025 |
| 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.: NE3DAV | Engineer's Project No.: 6475 |

Application For Payment
 Change Order Summary

| Approved Change Orders | | |
|-----------------------------|--------------|--------------|
| Number | Additions | Deductions |
| 1 | \$100,574.62 | -\$61,042.51 |
| 2 | \$133,342.31 | |
| TOTALS | \$233,916.93 | -\$61,042.51 |
| NET CHANGE BY CHANGE ORDERS | \$172,874.42 | |

| | | |
|---|----|-----------------|
| 1. ORIGINAL CONTRACT PRICE | \$ | \$16,882,000.00 |
| 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) | \$ | \$8,893,079.97 |
| 5. RETAINAGE: | | |
| a. 5% X \$4,237,203.56 Work Completed | \$ | \$211,860.18 |
| b. 5% X \$4,655,876.41 Stored Material | \$ | \$232,793.82 |
| c. Total Retainage (Line 5a + Line 5b) | \$ | \$444,654.00 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) | \$ | \$8,448,425.97 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | \$ | \$8,024,984.64 |
| 8. AMOUNT DUE THIS APPLICATION | \$ | \$423,441.33 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) | \$ | \$8,606,448.45 |

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: 3/26/2025
 Dash Klug
 Project Manager
 BRB Contractors, Inc.

Payment of: \$ \$423,441.33
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  4/4/2025
 (Engineer) (Date)

Payment of: \$ \$423,441.33
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) (Date)

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



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

Date: **April 4, 2025**

PAY ESTIMATE NO. 3

| Project Title | AGP Trunk Sewer City of David City | | Contractor | General Excavating, LLC 6701 Cornhusker Hwy Lincoln, NE 68507 | | | |
|---------------------------------|---|-------------|--------------------|---|------------------------|--------------------|------------------------|
| Original Contract Amount & Date | \$2,147,680.00 | May 8, 2024 | Pay Period | February 28, 2025 to April 4, 2025 | | | |
| BID ITEMS | | | | | | | |
| Bid Item No. | Specification Section / Description | Unit | Estimated Quantity | Unit Price | Extended Price | Quantity Completed | Value Completed |
| 1 | 18" Sanitary Sewer in Open Cut | LF | 2,124 | \$ 150.00 | \$ 318,600.00 | 2124 | \$ 318,600.00 |
| 2 | 15" Sanitary Sewer in Open Cut | LF | 5,900 | \$ 190.00 | \$ 1,121,000.00 | 1985 | \$ 377,150.00 |
| 3 | 15" Sanitary Sewer in Trenchless Installation | LF | 200 | \$ 985.00 | \$ 197,000.00 | 200 | \$ 197,000.00 |
| 4 | 15" Sanitary Sewer in Trenchless Casing | LF | 175 | \$ 891.00 | \$ 155,925.00 | 175 | \$ 155,925.00 |
| 5 | Manholes - 48" | EA | 27 | \$ 9,050.00 | \$ 244,350.00 | 14 | \$ 126,700.00 |
| 6 | 8" pvc Force Main | LF | 10 | \$ 242.00 | \$ 2,420.00 | 0 | \$ - |
| 7 | Fence Removal and Replacement | LF | 350 | \$ 10.55 | \$ 3,692.50 | 0 | \$ - |
| 8 | Temporary Fence | LF | 7,950 | \$ 3.95 | \$ 31,402.50 | 0 | \$ - |
| 9 | Granular Surfacing | SY | 175 | \$ 22.00 | \$ 3,850.00 | 75 | \$ 1,650.00 |
| 10 | Field Tile Removal and Replacement | LF | 400 | \$ 27.00 | \$ 10,800.00 | 0 | \$ - |
| 11 | Erosion Control | LS | 1 | \$ 11,000.00 | \$ 11,000.00 | 1.0 | \$ 11,000.00 |
| 12 | Seeding | ACRE | 7 | \$ 3,600.00 | \$ 25,200.00 | 0 | \$ - |
| 13 | Traffic Control | LS | 1 | \$ 1,650.00 | \$ 1,650.00 | 0.8 | \$ 1,320.00 |
| 14 | Construction Staking | LS | 1 | \$ 20,790.00 | \$ 20,790.00 | 0.80 | \$ 16,632.00 |
| TOTAL ORIGINAL CONTRACT | | | | | \$ 2,147,680.00 | | \$ 1,205,977.00 |

Bill to:
 LINCOLN WINWATER WORKS CO.
 515 NW 27TH ST, STE 2
 LINCOLN, NE 68528-1001

| Page | Date Printed | Invoice No. |
|------|--------------|-------------|
| 1 | 2/12/25 | 102944 05 |

To Reorder Contact Us At
 Phone No. : (402) 438-2988
 Fax No .. : (402) 438-2992 DB# 08

Bill to:
 GENERAL EXCAVATING
 6701 CORNHUSKER HWY
 LINCOLN, NE 68507-3113

Ship to:
 GENERAL EXCAVATING
 100 M RD
 MARK KNORR 402-499-0819
 DAVID CITY, NE 68632

| | | |
|---------------------------------|--|-----------------------------------|
| customer number 00783-000002 | customer purchase order 24-04-403.002 | job name AGP TRUNK SEWER (OCT) |
| placed by Brian | salesperson 010-NATHAN KOLLARS | type shipment Stock |
| | ship via | date shipped 2/12/25 |

ACCESS YOUR ACCOUNT ONLINE AT WWW.WINSUPPLYINC.COM/ACCOUNT/LOGIN

| Units Ordered | U/M | Item Description | Units Shipped | B/C | Price | Per | Discount | Extended | Tax |
|---------------|-----|---|----------------------|-----|----------|-----|----------|--------------------------------------|-----|
| 2,968 | FT | 15X14 PVC SDR26 GASKET PIPE D3034 GJ GREEN | 2,968 647 | | 39.0000 | | .00 | 115,752.00 \$25,233.00 | T |
| 20 | FT | BX20 C900 DR18 CL235 GJ | 0 | B | 19.4700 | | .00 | .00 | T |
| 1 | EA | 8 MJ L/SLV C153 TC IMP PERMOX LINED | 0 | B | 835.0000 | | .00 | .00 | T |
| 2 | EA | SLC8 8" PVC RESTRAINT | 0 | B | 58.0000 | | .00 | .00 | T |
| 2 | EA | 8 MJ GSKT&BLUE BOLT PACK | 0 | B | 45.0000 | | .00 | .00 | T |

terms: monthly finance charge may be applied to past due accounts.
 1% 10TH, NET 30TH
 If Paid By 3/10/25 You May Deduct 1,157.52
 Pay full balance by 3/25/25

| | | |
|--------------------------------|----------------|-----------------------|
| Tax Area ID: NE - 280230618 | Net Sales | 115,752.00 |
| | Freight | .00 |
| State Tax * 5.500 | State Tax | 6,366.36 |
| Local Tax * 2.000 | Local Tax | 2,319.34 |
| | Invoice Amount | 124,433.40 |

\$25,233.00

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988.
 T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.
 05/01/2015 11:48:07 AM



Concrete Industries, Inc.
 6300 Cornhusker Hwy, Lincoln, NE 68529-0529
 Phone: (402) 434-1800 Fax: (402) 434-1899
 www.ConcreteIndustries.com

INVOICE

Remit to: P.O. Box 80268
 Lincoln, NE 68501

Job: 7595 AGP TRUNK SEWER
 MARK 402-499-0819
 DAVID CITY NE

Page 1

Bill To: GENERAL EXCAVATING
 6701 CORNHUSKER HWY
 LINCOLN NE 68507-3113

| | |
|--------------------|-----------|
| Account Number | 32345 |
| Invoice Date | 03/14/25 |
| Invoice Amount | 12,250.00 |
| Invoice Number | CI 448459 |
| Amount Paid | |

Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

| Line | Item Description | Quantity | Unit Price | Misc. | Extension |
|------|--|----------|------------|-------|-----------|
| 1 | 48"X3' FB W/S EXT MONO BA 7595M2 024A | 1.00 EA | 570.0000 | 0.00 | 570.00 |
| 2 | 48" MONO BASE SLAB W/INV | 1.00 EA | 870.0000 | 0.00 | 870.00 |
| 3 | 18M PSX-2 DIRECT DRIVE BOOT | 2 EA | 85.0000 | 0.00 | 170.00 |
| 4 | 48"X4' RING W/S STOCK | 1.00 EA | 760.0000 | 0.00 | 760.00 |
| 5 | 48"X3' 3 ECCT T/P W/S STOCK | 1.00 EA | 617.5000 | 0.00 | 617.50 |
| 6 | 26"X0'-8" RISER | 1.00 EA | 60.0000 | 0.00 | 60.00 |
| 7 | 26"X0'-6" RISER | 1.00 EA | 50.0000 | 0.00 | 50.00 |
| 8 | 48"X3' FB W/S EXT MONO BA 7595M2 025A | 1.00 EA | 570.0000 | 0.00 | 570.00 |
| 9 | 48" MONO BASE SLAB W/INV | 1.00 EA | 870.0000 | 0.00 | 870.00 |
| 10 | 18M PSX-2 DIRECT DRIVE BOOT | 2 EA | 85.0000 | 0.00 | 170.00 |
| 11 | 48"X4' RING W/S STOCK | 1.00 EA | 760.0000 | 0.00 | 760.00 |
| 12 | 48"X3' 3 ECCT T/P W/S STOCK | 1.00 EA | 617.5000 | 0.00 | 617.50 |
| 13 | 26"X0'-8" RISER | 1.00 EA | 60.0000 | 0.00 | 60.00 |
| 14 | 26"X0'-4" RISER | 1.00 EA | 40.0000 | 0.00 | 40.00 |
| 15 | 48"X3' FB W/S EXT MONO BA 7595M2 026A | 1.00 EA | 570.0000 | 0.00 | 570.00 |
| 16 | 48" MONO BASE SLAB W/INV | 1.00 EA | 870.0000 | 0.00 | 870.00 |
| 17 | 18M PSX-2 DIRECT DRIVE BOOT | 2 EA | 85.0000 | 0.00 | 170.00 |
| 18 | 48"X4' RING W/S STOCK | 1.00 EA | 760.0000 | 0.00 | 760.00 |
| 19 | 48"X3' 3 ECCT T/P W/S STOCK | 1.00 EA | 617.5000 | 0.00 | 617.50 |
| 20 | 26"X0'-6" RISER | 1.00 EA | 50.0000 | 0.00 | 50.00 |
| 21 | 48"X3' FB W/S EXT MONO BA 7595M2 028A | 1.00 EA | 570.0000 | 0.00 | 570.00 |
| 22 | 48" MONO BASE SLAB W/INV | 1.00 EA | 870.0000 | 0.00 | 870.00 |
| 23 | 18M PSX-2 DIRECT DRIVE BOOT | 1 EA | 85.0000 | 0.00 | 85.00 |
| 24 | 12-08 PSX DIRECT DRIVE BOOT | 1 EA | 65.0000 | 0.00 | 65.00 |

Account:
 Job:
 Tax Code:

| | |
|---------------------|--|
| Sub Total | |
| Sales Tax | |
| Total Amount | |

Returns: No returns w/o invoice. No returns on unusable material, seconds, architectural, decorative, all special order materials, and fractional units. All returnable materials subject to 50% restocking charge. No returns accepted after 30 days from date of purchase.

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.33% per month which is 16% per year.



Concrete Industries, Inc.
 6300 Cornhusker Hwy, Lincoln, NE 68529-0529
 Phone: (402) 434-1800 Fax: (402) 434-1899
 www.ConcreteIndustries.com



Concrete Industries, Inc.
 6300 Cornhusker Hwy, Lincoln, NE 68529-0529
 Phone: (402) 434-1800 Fax: (402) 434-1899
 www.ConcreteIndustries.com

INVOICE

Remit to: P.O. Box 80268
 Lincoln, NE 68501

Job: 7595 AGP TRUNK SEWER
 MARK 402-499-0819
 DAVID CITY NE

Bill To: GENERAL EXCAVATING
 6701 CORNHUSKER HWY
 LINCOLN NE 68507-3113

| | |
|--------------------|-----------|
| Page 2 | |
| Account Number | 32345 |
| Invoice Date | 03/14/25 |
| Invoice Amount | 12,250.00 |
| Invoice Number | CI 448459 |
| Amount Paid | |

Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

| Invoice No.: CI 448459 | Invoice Date: 03/14/25 | PO No.: AGP | Order: SD 2398628 | Ship#: 387087 | |
|------------------------|------------------------------------|-------------|-------------------|---------------|-----------|
| Line | Item Description | Quantity | Unit Price | Misc. | Extension |
| 25 | 48"X4' RING W/S STOCK 48R48S | 1.00 EA | 760.0000 | 0.00 | 760.00 |
| 26 | 48"X3' 3 ECCT T/P W/S STOCK 48C39S | 1.00 EA | 617.5000 | 0.00 | 617.50 |
| 27 | 26"X0'-8" RISER R2608N | 1.00 EA | 60.0000 | 0.00 | 60.00 |

Account: 32345 GENERAL EXCAVATING
 Job: 7595 AGP TRUNK SEWER
 Tax Code: CINT Nebraska Tax Exempt

| | |
|---------------------|------------------|
| Sub Total | 12,250.00 |
| Sales Tax | 0.00 |
| Total Amount | 12,250.00 |

Returns: No returns w/o invoice. No returns on unusable material, seconds, architectural, decorative, all special order materials, and fractional units. All returnable materials subject to 50% restocking charge. No returns accepted after 30 days from date of purchase.

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.33% per month which is 16% per year.



Concrete Industries, Inc.
 6300 Cornhusker Hwy, Lincoln, NE 68529-0529
 Phone: (402) 434-1800 Fax: (402) 434-1899
 www.ConcreteIndustries.com

Invoice - Customer Copy

remit to:

LINCOLN WINWATER WORKS CO.
 515 NW 27TH ST, STE 2
 LINCOLN, NE 68528-1001

| Page | Date Printed | Invoice No. |
|------|--------------|-------------|
| 1 | 1/09/25 | 102944 04 |

To Reorder Contact Us At
Phone No. : (402)438-2988
Fax No .. : (402) 438-2992 **DB# 07**

sold to:

GENERAL EXCAVATING
 6701 CORNHUSKER HWY
 LINCOLN, NE 68507-3113

ship to:

GENERAL EXCAVATING
 100 M RD
 MARK KNORR 402-499-0819
 DAVID CITY, NE 68632

| | | |
|--|---|--|
| customer number 00783-000002 | customer purchase order 24-04-403.002 | job name AGP TRUNK SEWER (OCT) |
| placed by Brian | salesman 010-NATHAN KOLLARS | type shipment Stock |
| | ship via | date shipped 1/09/25 |

ACCESS YOUR ACCOUNT ONLINE AT WWW.WINSUPPLYINC.COM/ACCOUNT/LOGIN

| Units Ordered | U/M | Item Description | Units Shipped | B/C | Price | Per | Discount | Extended | Tax |
|---------------|-----|---|---------------|-----|----------|-----|----------|------------|-----|
| 5,600 | FT | 15X14 PVC SDR26 GASKET PIPE D3034 GJ GREEN | 2,632 | B | 39.0000 | | .00 | 102,648.00 | T |
| 20 | FT | 8X20 C900 DR18 CL235 GJ | 0 | B | 19.4700 | | .00 | .00 | T |
| 1 | EA | 8 MJ L/SLV C153 TC IMP PERMOX LINED | 0 | B | 835.0000 | | .00 | .00 | T |
| 2 | EA | SLCB 8" PVC RESTRAINT | 0 | B | 58.0000 | | .00 | .00 | T |
| 2 | EA | 8 MJ GSKT&BLUE BOLT PACK | 0 | B | 45.0000 | | .00 | .00 | T |

terms: monthly finance charge may be applied to past due accounts.
 1% 10TH, NET 30TH
If Paid By 2/10/25 You May Deduct 1,026.48
Pay full balance by 2/25/25

| | | |
|--------------------------------|----------------|-------------------|
| Tax Area ID: NE - 280230618 | Net Sales | 102,648.00 |
| | Freight | .00 |
| State Tax * 5.500 | State Tax | 5,645.64 |
| Local Tax * 2.000 | Local Tax | 2,052.96 |
| | Invoice Amount | 110,346.60 |

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988.
 T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.

Council member Bruce Meysenburg made a motion to pay \$10,000 per year for three years and then revisit the payment for the City Reimbursement of the Market Value adjustment to the Fixed Account of the Nationwide Retirement Plan. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
 Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to award the bid for the David City 7th Street Water Main Replacement to Rutjens Construction. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
 Yea: 6, Nay: 0



Bid Tab

PROJECT | 2025 Water Main Improvements: North 7th Street From J Street to O Street

JEO PROJECT NO. | 231471.00

LOCATION | David City, Nebraska

LETTING | 04/08/2025 11:00 AM CST

OPINION OF PROBABLE COST | \$550,000.00

| Bidder | Total Group A - Water Main | Total Group B - Fire Hydrants | Total Groups A & B (Base Bid) |
|---|----------------------------|-------------------------------|-------------------------------|
| Obrist & Company Columbus, NE | \$290,313.00 | \$29,800.00 | \$320,113.00 |
| Rutjens Construction Tilden, NE | \$341,070.00 | \$39,496.00 | \$380,566.00 |
| Vrba Construction Inc. Schuyler, NE | \$386,687.40 | \$27,280.00 | \$413,967.40 |
| Van Kirk Bros. Contracting Sutton, NE | \$397,959.25 | \$27,600.00 | \$425,559.25 |
| Midlands Contracting, Inc. Kearney, NE | \$421,420.00 | \$34,400.00 | \$455,820.00 |
| Bauer Infrastructure, LLC Martell, NE | \$454,218.35 | \$31,173.84 | \$485,392.19 |
| K2 Construction Lincoln, NE | \$475,424.00 | \$34,000.00 | \$509,424.00 |

Council member Kevin Woita made a motion to approve the Settlement and Release Agreement between the City, JEO and Velocity Constructors. Council Member Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into as of the date of the last signature below (the "Effective Date") by and between The City of David City, Nebraska ("David City"), Velocity Constructors, Inc. ("Velocity"), and JEO Consulting Group, Inc. ("JEO"). Collectively, David City, Velocity, and JEO are referred to as the "Parties" and each individually as a "Party."

RECITALS

A. David City's water treatment plant (the "Plant") flooded, causing basement flooding in certain nearby properties (the "Incident"). The property owners effected by the Incident, and their respective addresses, are identified as follows:

| Name (collectively, the "Owners") | Address (collectively, the "Properties") |
|--|---|
| Michael & Deborah Richter | 387 13th Street, David City, NE 68632 |
| AJ Oborny Rentals | 343 13th Street, David City, NE 68632 |
| Clayton Janssen | 327 13th Street, David City, NE 68632 |
| Andrew & Sarah Oborny | 1290 C Street, David City, NE 68632 |
| Tammy & William Fiala, Jr. | 1265 C Street, David City, NE 68632 |
| Trevor Root | 1285 C Street, David City, NE 68632 |
| Nancy Masek | 1384 C Street, David City, NE 68632 |
| Leslie & Rachel Duke | 482 N. 12th Street, David City, NE 68632 |
| Genesis House | 474 N. 12th Street, David City, NE 68632 |

B. Velocity and JEO worked on the Plant, and David City, Velocity, and JEO collectively and individually dispute liability for flooding at the Properties. In an effort to resolve the dispute and avoid litigation, David City, Velocity, and JEO have agreed to split the costs to repair the Properties on the terms set forth in this Agreement.

C. The Parties, without admitting liability, fault or indebtedness, intend to release all claims against each other relating to or arising from the Incident and the Properties, and enter into this release, limited to the Incident and the Properties, on the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by this reference) and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment.

a. In contemplation of and consideration for each and every one of the agreements and covenants set forth herein, David City shall be responsible to pay the Owners the total sum of Forty Two Thousand One Hundred and Fifty Nine Dollars and Eighty-Five Cents (\$42,159.85) (the "Settlement Proceeds"). The Settlement Proceeds will be paid to the

respective Owners according to their respective receipts and bids to repair their Properties as a result of the Incident.

David City will enter into a separate release agreement with each Owner prior to payment of each Owner's respective share of the Settlement Proceeds, and such release shall release David City, Velocity, and JEO from any and all liability relating to or arising out of the Incident or the Owner's respective Property.

b. In contemplation of and consideration for each and every one of the agreements and covenants set forth herein, JEO shall pay to David City the total sum of Twenty Thousand One Hundred and Seventy Five Dollars and Eighty-Two Cents (\$20,175.82) (the "JEO Payment"). The JEO Payment will be paid within seven (7) business days of the Effective Date of this Agreement. The JEO Payment reflects one-third (1/3) of the Settlement Proceeds, plus the remaining share of Velocity's one-third (1/3) of the Settlement Proceeds after applying the Velocity Payment.

c. In contemplation of and consideration for each and every one of the agreements and covenants set forth herein, Velocity shall pay to David City the total sum of Seven Thousand Nine Hundred and Thirty Dollars and Seventy-Five Cents (\$7,930.75) (the "Velocity Payment"). The Velocity Payment will be paid within seven (7) business days of the Effective Date of this Agreement.

2. Non-Admission. By entering into this Agreement, none of the Parties acknowledges any liability or wrongdoing relating to the Incident or the Property; any and all liability relating to the Incident and Property is expressly denied.

3. David City Release. David City, on its behalf, and on behalf of its officers, officials, staff, representatives, agents, successors, and assigns, hereby releases JEO and Velocity, and their insureds, members, shareholders, managers, representatives, attorneys, agents, successors, and assigns, from any and all claims, defenses, rights, causes of action, damages, losses, debts, costs, expenses, demands, grievances, controversies, suits, actions, and liabilities of any kind or nature, whether in law, in equity, or otherwise, and whether known, unknown, foreseen or unforeseen, as specifically limited to such claims arising out of the Incident and the Property.

4. Velocity Release. Velocity, on its behalf, and on behalf of its members, shareholders, managers, representatives, agents, successors, and assigns, hereby releases David City and JEO, and their insureds, members, officers, officials, staff, shareholders, managers, representatives, attorneys, agents, successors, and assigns, from any and all claims, defenses, rights, causes of action, damages, losses, debts, costs, expenses, demands, grievances, controversies, suits, actions, and liabilities of any kind or nature, whether in law, in equity, or otherwise, and whether known, unknown, foreseen or unforeseen, as specifically limited to such claims arising out of the Incident and the Property.

5. JEO Release. JEO, on its behalf, and on behalf of its members, shareholders, managers, representatives, agents, successors, and assigns, hereby releases David City and Velocity, and their insureds, members, officers, officials, staff, shareholders, managers,

representatives, attorneys, agents, successors, and assigns, from any and all claims, defenses, rights, causes of action, damages, losses, debts, costs, expenses, demands, grievances, controversies, suits, actions, and liabilities of any kind or nature, whether in law, in equity, or otherwise, and whether known, unknown, foreseen or unforeseen, as specifically limited to such claims arising out of the Incident and the Property.

6. Complete Agreement. This Agreement constitutes the entire agreement of the Parties relating to the Incident, and there are no agreements or representations of those parties beyond those set forth herein. This Agreement may not be modified except upon the mutual written consent of the Parties. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.

7. Remedies. In the event of a breach or threatened breach of any provision of this Agreement, the other party shall be entitled to injunctions, both preliminary and final, enjoining and restraining such breach or threatened breach, in addition to all other remedies available at law or in equity, including actual damages.

8. Choice of Law. This Agreement shall be construed and enforced pursuant to the laws of the State of Nebraska. The Parties consent to exclusive jurisdiction in Nebraska state or federal courts for any disputes over this Agreement or the Incident.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures transmitted by electronic means shall be treated as originals, and the Parties agree that signatures through DocuSign or similar means shall be treated as original signatures.

10. Construction. The Parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that the normal rules of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO SETTLEMENT AND RELEASE AGREEMENT

ACKNOWLEDGED AND AGREED:

CITY OF DAVID CITY

Signature: Jessica J Miller

Printed Name: Jessica J Miller

Its: Authorized Representative

Date: 4-9-25

VELOCITY CONSTRUCTORS, INC.

Signature: _____

Printed Name: _____

Its: Authorized Representative

Date: _____

JEO CONSULTING GROUP, INC.

Signature: _____

Printed Name: _____

Its: Authorized Representative

Date: _____

6603500.1

Council member Keith Marvin made a motion to approve requesting an extension to the Subrecipient grant agreement for the Downtown Revitalization Grant. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

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



Phone: (402) 367-3135
FAX: (402) 367-3125
Website: www.davidcityne.com

April 9, 2025

Gina Doose, Program Manager
Nebraska Department of Economic Development
P.O. Box 94666
Lincoln, Nebraska 68509-4666

**Re: David City, NE
CDBG #22-DTR-004
Request for Contract Amendment**

Dear Ms. Doose:

At our meetings on February 12, 2025 and April 9, 2025 the City Council authorized me to request an amendment to our Downtown Revitalization Program Guidelines and an extension to our Subrecipient grant agreement for this project.

The amendment to our Program Guidelines will allow applicants to request up to \$80,000 in funds from the city's remaining CDBG award balance allocated to activities that fall under the Commercial Rehabilitation #14E code. This is a change from the current amount of \$50,000. The 25% match will still be provided by the business applicant, therefore a commitment of at least \$20,000 in matching funds will be required in order to receive the maximum award amount.

The award duration request will extend our performance period end date from May 6, 2025 to May 6, 2026, or by 12 months. City staff are working diligently with local business owners to drive participation, assist with the application process, see that the program can reach its goals in the next 12 months, and avoid any further extensions. This amendment will allow the city to continue to allow businesses time to finish their projects that were delayed due to limited supply of contractors and materials, and additional unexpected barriers.

The requests will allow for the City's successful implementation of our Downtown Revitalization project. With multiple applications in various stages of the application process, the extension will allow those businesses to participate in the program, which will move us further toward our beneficiary goal as well as obligating our full Community Development Block Grant award.

The proposed change to our guidelines will also make the program more appealing to applicants, helping to attain the same above stated goals. Beyond direct communication with current and potential applicants, the city will publish a notice to inform eligible business owners of the changes.

We respectfully request a budget amendment to the current Subrecipient agreement.

As the Mayor of David City, Nebraska, I certify the following:

1. This amendment request was approved at the meetings on February 12, 2025 and April 9, 2025.
2. No additional matching funds are required for the proposed amendment.
3. The proposed amendment does not include a new activity.

Thank you for your consideration of this request.

Respectfully,



Jessica Miller
Mayor

Council member Keith Marvin made a motion to approve the agreement with Southeast Economic Development District to administer the Community and Civic Center Financing Fund (CCCFF) grant. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

**AGREEMENT
BY AND BETWEEN
CITY OF DAVID CITY, NEBRASKA
AND
SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT**

THIS AGREEMENT is made by and between CITY OF DAVID CITY, NE (hereinafter referred to as the "City"), and the SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT, (hereinafter referred to as "SENDD").

For the consideration stated herein, the City and *SENDD* do mutually agree as follows:

I. SCOPE OF SERVICES

The Scope of Services to be performed by *SENDD* shall be generally described as assistance to the City in the administrative requirements in a proposed project known as: **David City Municipal Auditorium and Track Rehabilitation Project**

The Special Services shall include the following services, as needed:

- Assist City with set up of post-award user account and recipient grant manager in Amplifund
- Assist the city with set up of financial management and compliance files.
- Assist the City in review of Architectural/Engineering (A/E) plan documents to meet requirements of the funding agencies Nebraska Department of Economic Development (NDED).
- Assist the City and the A/E in a procurement process for construction contracts, in order to meet compliance requirement of the funding agencies.
- Assist the City in interim reporting on finances and general progress of the project to meet compliance requirements.
- Assist the City in review of project completion to meet compliance requirements of the funding agencies.
- Assist the City in preparing final financial and final project completion reports to meet compliance issues of the funding agencies.

To facilitate *SENDD's* accomplishment of the services set forth above, the City agrees to provide *SENDD* with the following supportive services:

1. Complete copy of accepted application to the CCCFF programs.
2. Copy of all contract and compliance agreements between the City and the funding agencies
3. Copy of all proposed contracts and/or proposals from A/E firm for the project

II. EFFECTIVE DATE

This Agreement shall be in full force and effective April 9, 2025 which was the date in which the City Council authorized the Mayor to execute the Agreement.

III. TIME OF PERFORMANCE

The services of *SENDD* shall commence as of the date this Agreement is executed by an Authorized Representative of the City, and shall be undertaken in such sequence as to assure completion within the Project timeline as established by the NDED

The City, at its discretion, may extend the time period of this Agreement upon good cause shown by *SENDD*. Any such extension must be approved in writing by the City.

IV. COMPENSATION AND METHOD OF PAYMENT

SENDD's total cost for performing services outlined in Article I of this Agreement shall be on a cost incurred basis not to exceed \$5,000.00, payable within a reasonable amount of time following presentation of *SENDD* invoices.

V. AMENDMENTS

The City may, from time to time, request changes in the Scope of Services of *SENDD* to be performed hereunder. Such changes, including any increase or decrease in the amount of *SENDD*'s compensation, which are mutually agreed upon by and between the City and *SENDD*, shall be incorporated in written amendments to this Agreement.

VI. PERSONNEL

In entering into this Agreement with the City, *SENDD* represents that:

- A. It has, or will secure at its own expense, all personnel required to perform the services under this Agreement and that said personnel shall not be employees of, or have any contractual relationship with, the City;
- B. All services required hereunder will be performed by *SENDD* or under its supervision and all personnel engaged in the work shall be fully qualified.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

VII. ASSIGNABILITY

SENDD shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City thereto provided, however, that claims for money by *SENDD* from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

VIII. TERMINATION FOR CAUSE

If, through any cause, *SENDD* shall fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if *SENDD* shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate said Agreement by giving written notice to *SENDD* of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by *SENDD* under this Agreement shall, at the option of the City, become its property and *SENDD* shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

IX. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Agreement at any time by giving at least fifteen (15) days notice, in writing, to *SENDD*. If the Agreement is terminated by the City as provided herein, *SENDD* will be paid for the time provided and expenses incurred up to the termination date. If the Agreement is terminated due to the fault of *SENDD*, Article VIII hereof relative to termination shall apply.

X. TERMINATION FOR OTHER GROUNDS

This contract may also be terminated in whole or in part:

- A. By the City, with the consent of *SENDD*, or by *SENDD* with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated; and,
- B. In the event the City fails to pay *SENDD* promptly or within thirty (30) days after invoices are rendered, the City agrees that *SENDD* shall have the right to consider said failure a breach of this agreement and the duties of *SENDD* under this agreement terminated. In such an event, the City shall then promptly pay *SENDD* for all services performed and all allowable expenses incurred.

IN WITNESS WHEREOF, legal representatives of the parties to this Agreement have executed the same on the dates indicated.

**SOUTHEAST NEBRASKA
DEVELOPMENT DISTRICT**

CITY OF DAVID CITY, NE

By: _____
Tom Bliss, Executive Director

By: Jessica Miller _____
Jessica Miller, Mayor

Date: _____

Date: 4-9-25 _____

Council member Bruce Meysenburg made a motion to approve the retainer agreement with Joanna Uden with Bromm, Lindahl, Freeman-Caddy & Lausterer, Wahoo, Nebraska. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

RETAINER AGREEMENT

CITY OF DAVID CITY, NEBRASKA

The law firm of Bromm, Lindahl, Freeman-Caddy & Lausterer, Wahoo, Nebraska, hereinafter referred to as Law Firm, will provide prosecution services for municipal code violations to the Mayor and Council of the City of David City, Nebraska, upon the following terms and conditions.

1. **Term.** The term of this Agreement shall commence as of the execution of this agreement and terminate at the first regular meeting of the City Council in December of 2025.
2. **Retainer.** \$850.00 per year. The first payment of \$850.00 to be due on or before May 1, 2025.
3. **Representation.** Law firm will represent no client having an interest adverse to interest of the Mayor and Council of the City of David City, Nebraska. In the event Law firm represents a client who subsequently has a conflict with the Mayor and Council of the City of David City, the City of David City acknowledges that it may need to retain counsel other than law firm to represent its interests.
4. **Services Not Included With Retainer.** All matters unrelated to the prosecution of municipal code violations.
5. **Legal Fees, Costs and Other Charges for Services.**
 - A. \$215.00 per hour for attorneys in Law Firm performing legal services involving prosecution of municipal code, building code, zoning or subdivisions regulations, including travel time to/from Law Firm's office;
 - B. \$75.00 per hour for law clerks of said Law Firm;
 - C. \$100.00 per hour for administrative staff of said Law Firm;
 - D. Actual costs incurred by Law Firm including but not limited to fees fixed by law or assessed by public agencies, long distance telephone calls, filing fees, witness fees, expert witness fees, consultant fees, search fees, research fees, and postage, except for long distance telephone calls and postage for services included within Scope of Services, parking and other travel expenses, mileage, if travel is by personal auto, to be at rate established from time to time by Internal Revenue Service, photocopying, and other reproduction costs. Costs and charges will be at cost to Law Firm.
6. **Consultants, Investigators and Experts.** To aid in the preparation or presentation of legal matters for the City, Law Firm may hire consultants, investigators or

experts. Said persons will not be hired without prior approval of the Mayor and City Council and the agreement of the Mayor and City Council to pay their fees and charges. The Law Firm will select and hire said consultants, investigators and experts.

7. **Billing Statements.** Law Firm will send the City periodic statements for fees and costs incurred pursuant to this Agreement. Said statements will be promptly paid by the City pursuant to its normal claim handling policy.

8. **Discharge and Withdrawal.** The Mayor and Council of the City of David City may discharge Law Firm at any time. Law Firm may withdraw with the consent of the Mayor and Council, or for good cause. Good cause includes the City of David City's breach of this Agreement, its refusal to cooperate with Law Firm, or to follow Law Firm's advice on a material matter or any fact or circumstance that would render Law Firm's continuing representation unlawful or unethical. When services conclude, all unpaid charges will immediately become due and payable. After services conclude and upon payment in full of all outstanding fees and costs, Law Firm will, upon the Mayor and City Council's request, deliver all original documents in Law Firm's file to the Mayor and Council of the City of David City, along with any funds or property of the City of David City in Law Firm's possession

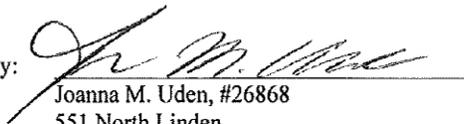
9. **Disclaimer of Guarantee.** Nothing in this Agreement and nothing in Law Firm's statements to the Mayor and City Council will be construed as a promise or guarantee about the outcome of any matter. Law Firm makes no promises or guarantees. Law Firm's comments about the outcome of any matter are expressions of opinion only.

10. **Construction.** This Agreement shall be construed under the laws of the State of Nebraska.

DATED this 2nd day of April, 2025.

BROMM, LINDAHL
FREEMAN-CADDY & LAUSTERER

By:

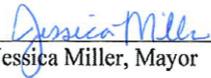


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Attorney-at-Law

THE MAYOR AND COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, hereby state that they have read and understand the foregoing terms and conditions, agree to them, and by proper motion duly seconded and adopted, authorize the Mayor of the City of David City to sign this Agreement on behalf of the City of David City, Nebraska.

DATED this 9th day of April, 2025.

CITY OF DAVID CITY, NEBRASKA

By: 
Jessica Miller, Mayor

Council member Keith Marvin made a motion to approve the offer of SENDD to do a free Income Survey for the community. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Kevin Woita made a motion to approve the application by Ka-Boomer's Enterprises, Inc. to sell permissible fireworks at 1510 4th Street. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to reappoint the site plan review committee per the 2024 Zoning Regulations consisting of: Council members Rick Holland and Keith Marvin, Building Inspector Gary Meister, City Administrator Intern Raiko Martinez, City Clerk Tami Comte, Deputy City Clerk Lori Matchett, Planning Commission members Pam Kabourek and Jim Masek. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to table authorizing the City, through the Mayor, to terminate the contract with Veenstra and Kimm for engineering services for the AGP Trunk Sewer project and the Wastewater Treatment Plant Improvement Project. Council Member Keith Marvin seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to table authorizing the City, through the Mayor, to engage JEO to provide engineering for the AGP Trunk Sewer project and for the Wastewater Treatment Plant Improvement Project. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to enter into closed session for personnel, and pending litigation. Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Mayor Jessica Miller stated, "Now, at 7:59 p.m., we are going into closed session to discuss pending litigation and personnel. Mayor Jessica Miller, all of the Council members, City Attorney David Levy, part-time City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, City Clerk Tami Comte went into closed session at 7:59 p.m.

Council member Keith Marvin made a motion to reconvene in open session. Council Member Bruce Meysenburg seconded the motion. The motion carried and the meeting was reconvened at 8:58 p.m.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to adjourn. Council Member Bruce Meysenburg seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 8:58 p.m.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0



CERTIFICATION OF MINUTES
April 9, 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 April 9, 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