

CITY COUNCIL PROCEEDINGS

August 27, 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 Jim Angell, Rick Holland, Keith Marvin, Kevin Woita, Jeremy Abel, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez and City Clerk-Treasurer Tami Comte. City Attorney Michael Sands attended via Zoom.

Also present for the meeting were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Ethan Joy representing JEO, Representatives of the Library Foundation and Library Trustees - Ladonna Naiberk, Larry Griffiths, Tina Kirby, Lucy Watts, Heather Allen, Amy Scribner, Marilyn Arnold, and Monica Heller, Kal Lausterer with the Nebraska Lions Club 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 Rick Holland made a motion to approve the minutes of the August 13, 2025 meeting of the Mayor and City Council as presented. 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 Keith Marvin made a motion to table the David City Library Foundation's gift of the Roman L. and Victoria E. Hruska Memorial Library building to the City of David City until the legal documents are prepared. 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

Kal Lausterer, representing the Nebraska Lions Club, introduced himself and stated they were interested in starting a chapter of the Nebraska Lions Club in Butler County. Lausterer stated they need a minimum of twenty members to start a chapter. There is a \$35 application fee and annual dues of \$80.

Council member Kevin Woita made a motion to pass and adopt Resolution No. 17-2025 approving a High-Tension Rater Power Purchase Agreement with Ag Processing, Inc. 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

RESOLUTION NO. 17-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, ADOPTING AND APPROVING A HIGH-TENSION RATE POWER PURCHASE AGREEMENT WITH AG PROCESSING, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about August 13, 2025, the Mayor and City Council of the City of David City, Nebraska, a municipal corporation and city of the second class (the "City") adopted Ordinance No. 1518 (the "Ordinance"), amending the City's Municipal Code to include a new schedule of electric rates; and

WHEREAS, Section H of the Ordinance provides the terms and conditions under which commercial and industrial consumers may qualify for the "High-Tension Rate," a discounted rate in the amounts set forth therein the Ordinance; and

WHEREAS, pursuant to the Ordinance, a consumer must enter into a power purchase contract with the City to qualify for the High-Tension Rate; and

WHEREAS, AGP intends to construct, own, operate, and maintain a soybean processing facility within the City's electric service territory that will utilize amounts of electricity in excess of the thresholds required to qualify for the High-Tension Rate under the Ordinance ("AGP Facility"); and

WHEREAS, the City and AGP wish to enter into that certain High-Tension Rate Power Purchase Agreement, a copy of which is attached hereto and incorporate herein as **EXHIBIT A** ("the "Agreement"), providing the terms and conditions applicable to the City's provision of electricity to the AGP Facility using the High-Tension Rate.

NOW, THEREFORE, the Mayor and City Council of the City hereby resolve as follows:

1. The Agreement, in the form presented, is hereby adopted and approved. The Mayor and City Clerk are authorized to execute the Agreement in substantially the same form as the attached hereto and all other such related documents that are reasonably necessary to effectuate the purposes of this Resolution and the Agreement.
2. The Mayor and City Clerk may execute such other documents and take such other actions reasonably necessary and appropriate for the purposes herein.

3. This Resolution is effective immediately upon passage.

Passed and approved this 27th day of August, 2025.

Jessica Miller, Mayor

ATTEST

Tami Comte, City Clerk

EXHIBIT A

High-Tension Rate Power Purchase Agreement

[SEE ATTACHED]

HIGH-TENSION RATE POWER PURCHASE AGREEMENT

THIS HIGH-TENSION RATE POWER PURCHASE AGREEMENT ("Agreement") is effective as of the date last written below ("Effective Date"), by and between THE CITY OF DAVID CITY, NEBRASKA, a municipal corporation and city of the second class ("Supplier"), and AG PROCESSING INC A COOPERATIVE, an Iowa cooperative association ("Consumer") and its successors and assigns as to the AGP Property (as defined below) and any improvements thereon. This Agreement refers to Supplier and Purchaser each individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on August 13, 2025, the Mayor and City Council of the City of David City, Nebraska, adopted Ordinance No. 1518 (the "Ordinance"), establishing new schedules of electric rates; and

WHEREAS, Section H of the Ordinance provides the terms and conditions under which commercial or industrial consumers may qualify for the "High-Tension Rate"; and

WHEREAS, Consumer owns that certain real property in Butler County, Nebraska, legally described as ("AGP Property"):

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 15 NORTH, RANGE 2 EAST OF THE SIXTH P.M., BUTLER COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE N89°56'25"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1137.01 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY; THENCE S30°24'47"E ON SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2949.80 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE S00°26'22"W ON SAID EAST LINE, A DISTANCE OF 75.84 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S89°39'43"W ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2629.31 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE N00°00'34"W ON THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2634.07 FEET TO THE POINT OF BEGINNING; and

WHEREAS, Consumer intends to construct, own, operate, and maintain a soybean processing facility on the AGP Property that will utilize amounts of electricity in excess of the thresholds required to qualify for the High-Tension Rate ("AGP Facility"); and

WHEREAS, Supplier has constructed, and will own, operate, and maintain, an electric substation on a portion of the AGP Property ("Substation"); and

WHEREAS, to finance a portion of the construction and development of the Substation, Supplier issued that certain electric utility bond, pursuant to Ordinance No. 1451 (the "Substation Bond"); and

WHEREAS, the Substation Bond is in the principal amount of nine hundred ninety-five thousand & 00/100 Dollars (\$995,000.00), at an all-in interest rate of four and 76/100 percent (4.76%); and

WHEREAS, Supplier financed the balance of the costs to construct the Substation via the use and application of cash reserves towards the same, in the amount of Four Million One Hundred Eighty-One Thousand Fifty-Six & no/100 Dollars (\$4,181,056.00); and

WHEREAS, the total of the principal amount of the Substation Bond and the amount of Supplier's cash reserves applied toward the costs of the Substation, equal to an aggregate sum of Five Million One Hundred Seventy-Six Thousand Fifty-Six & no/100 Dollars (\$5,176,056.00), is referred to herein as the "Substation Costs"; and

WHEREAS, Consumer has agreed to reimburse Supplier for the Substation Costs, pursuant to this Agreement; and

WHEREAS, in accordance with the foregoing, Supplier and Consumer wish to enter into this Agreement to govern Consumer's qualification for, and use of, the High-Tension Rate and Consumer's repayment of the Substation Costs.

NOW THEREFORE, in consideration of the foregoing recitals which the Parties hereby incorporate herein, and other good and valuable consideration the receipt and sufficiency of which the Parties acknowledge and accept, the Parties agree as follows.

AGREEMENT

- I. **MINIMUM REQUIREMENTS FOR HIGH-TENSION RATE.** To qualify for the High-Tension Rate at the AGP Facility, Consumer shall:
 - (a) Utilize the AGP Facility for commercial or industrial purposes; and
 - (b) Purchase from Supplier, on an annual basis, beginning as of January 1, 2026, at least thirty-eight million six hundred thousand kilowatt hours (38,600,000 kWh) of electricity ("Contract Minimum Energy") with a voltage of thirty-four thousand five-hundred volts (34,500 V) or more subject to this Agreement.
- II. **TERMS OF SALE.** Consistent with Nebraska Law and this Agreement, Consumer shall purchase all its requirements for electricity, capacity and ancillary services for the AGP Facility as originally constructed during the Term from Supplier. To further clarify, Supplier acknowledges and agrees Consumer is, and will continue to, purchase

electricity from Butler Public Power District during the construction phase of the AGP Facility, which shall end no later than January 1, 2026. Furthermore, in the event Consumer constructs additional facilities on the AGP Property outside of Supplier's service territory in the future, Consumer will have the option of purchasing electricity, capacity and ancillary services from Butler Public Power District unless and until Supplier annexes the territory containing the additional facilities into its electric service territory, which Supplier may do at any time at its sole discretion. The electricity, capacity and ancillary services provided to Consumer by Supplier shall at all times comply with the following: (i) all applicable laws, rules, codes and regulations; (ii) prudent utility standards and best practices; and (iii) the internal standards and policies of Supplier. Consumer grants Supplier a perpetual, non-exclusive license over, across, above, under, and through the AGP Property and AGP Facility to provide the services in this Agreement.

III. **COSTS TO CONSUMER.** Commencing as of the date Supplier first provides electricity to the AGP Facility, Consumer shall timely pay to Supplier, on a monthly basis, the charges and amounts under subsections (a) – (d) of this Article III (collectively, "Costs to Consumer"), as follows:

- (a) Customer Service Charge. Consumer shall pay Supplier the customer service charge(s) in the Ordinance, as it may be amended (the "Customer Service Charge").
- (b) Demand Charge. Consumer shall pay Supplier the demand charge(s) in the Ordinance, as it may be amended (the "Demand Charge").
- (c) Energy Charge. Consumer shall pay to Supplier the energy charge(s) set forth in the Ordinance, as it may be amended (the "Energy Charge").
- (d) Facilities Charge. Consumer shall pay to Supplier, in equal monthly installments until paid in full, reimbursement of the Substation Costs, based upon a twenty (20)-year amortization, in the principal amount of Five Million One Hundred Seventy-Six Thousand Fifty-Six & no/100 Dollars (\$5,176,056.00), at a four and 76/100 percent (4.76%) rate of interest, all in accordance with the amortization schedule attached hereto and incorporated herein as Exhibit A (the "Facilities Charge").

City may amend the Ordinance, including, but not limited to the rates and charges therein, at any time in its sole discretion, in accordance with Nebraska law. Upon any such amendment, Consumer shall pay the then-current rates and charges for all services this Agreement requires it to purchase from Supplier, and all references herein to the "Ordinance" shall be to the most recent amendment thereof.

IV. **CONTRACT MINIMUM ENERGY SHORTFALL; ENERGY SHORTFALL CHARGE.** In

addition to the Costs to Consumer and all other sums owed by Consumer to Supplier hereunder, commencing as of the 2026 calendar year, if Consumer fails to purchase from Supplier the Contract Minimum Energy amount of electricity (i.e., 38,600,000 kWh) in any calendar year during the Term (defined below) (a "Minimum Energy Shortfall"), then Consumer shall be assessed an "Energy Shortfall Charge". For purposes of the foregoing, the Energy Shortfall Charge shall equal: the Contract Minimum Energy amount less the actual electricity (both measured in kWh) purchased from Supplier by Consumer during the applicable calendar year (but in no case less than zero), multiplied by the "Energy Shortfall Rate" set forth in the Ordinance. As of the Effective Date, the Energy Shortfall Rate set forth in the Ordinance is \$0.005 (one-half cent) per kWh. In the event of a Minimum Energy Shortfall in a given calendar year, Consumer shall pay the Energy Shortfall Charge to Supplier within 30 days of receipt of Supplier's invoice and reasonably-requested supporting documentation with respect thereto.

- V. **BILLING**. Supplier shall bill Consumer for electricity consumed, and Consumer shall make payment to Supplier on such bills, all on a monthly basis, pursuant to the Ordinance.

- VI. **METERING**. Supplier shall provide for metering of the AGP Facility. Consumer may view the results of such metering upon making a reasonable written request to Supplier.
- VII. **TERM OF AGREEMENT**. This Agreement shall continue in full force and effect for a period beginning on the Effective Date, and expiring December 31, 2036 (the "Initial Term"), subject to an earlier termination or extension of this Agreement as provided herein. This Agreement shall be automatically extended for up to two (2) successive periods of five (5) years (each, an "Extension Term") at the end of the Initial Term and each Extension Term thereafter, unless Consumer provides written notice of termination to Supplier at least ninety (90) days prior to the expiration of the then-current Initial Term or Extension Term, as applicable. The Initial Term and all Extension Terms, as applicable, are collectively referred to herein as the "Term". Extension of the Term beyond the second Extension Term shall require the mutual written agreement of both Parties. Upon the expiration or termination of this Agreement, unless otherwise provided in the then-current Ordinance, Consumer shall not be eligible for the High-Tension Rate and shall be charged Supplier's normal commercial rates under the Ordinance. If, for any reason whatsoever, this Agreement expires or is terminated prior to Consumer's full payment of the Facilities Charge, then unless otherwise agreed to by the Parties via a separate writing, payment on the entire unpaid balance of the Facilities Charge shall be accelerated (inclusive of both the remaining unpaid principal and the accrued and unpaid interest through the date of final payment) and Consumer shall pay such unpaid balance to Supplier, without demand, within thirty (30) days following the expiration or termination of this Agreement. The previous sentence shall survive the expiration or early termination of this Agreement.
- VIII. **BREACH OF AGREEMENT; REMEDIES**. If either Party hereto fails to comply with the material terms or covenants of this Agreement, and the noncompliant party fails to cure such noncompliance within sixty (60) days after the noncompliant Party's receipt of written notice of the same from the other Party, the noncompliant Party shall be in breach of this Agreement. Additionally, either of the following occurrences shall constitute a breach of this Agreement by Consumer, without any requirement of Supplier to provide notice: (a) Consumer permanently closes operations at the AGP Facility during the Term; or (b) Consumer substantially reduces operations of the AGP Facility such that Consumer fails to meet the Contract Minimum Energy amount and thereafter fails to pay the Energy Shortfall Charge to Supplier as required under Section IV, above

In the event of any material uncured breach of this Agreement by Consumer, Supplier may take such actions and seek such other remedies available to Supplier at law or in equity. In the event of any breach of this Agreement by Supplier, Consumer may take such actions and pursue such remedies available to Consumer at law or in equity; provided, however, that except in the event of Supplier's uncured and unpermitted failure to provide electricity to Consumer in accordance with this Agreement, Consumer shall not be entitled to terminate this Agreement or withhold any payments owed hereunder unless determined by a court of competent jurisdiction.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, REMOTE, SPECULATIVE OR UNFORESEEABLE DAMAGES SUFFERED IN TORT, CONTRACT OR OTHERWISE.

- IX. **INTERFERENCE, FLUCTUATIONS AND DISTURBANCES**. Consumer shall not install any equipment or other facilities that will unduly interfere with Supplier's transmission of electricity including without limitation all Supplier's transmission and distribution lines. Supplier may advise Consumer regarding the use of corrective equipment and recommend equipment it deems necessary to limit fluctuations and disturbances to the AGP Facility or to improve the power factor of Consumer's load. Supplier shall be under no obligation to provide any such equipment or to install the same.

Any isolated, temporary interference, fluctuation, disconnection or disturbance of electricity from Supplier to the AGP Facility shall not constitute a breach of this Agreement by Supplier. And in accordance with Article VIII, above, Supplier shall not be liable for any indirect, consequential, punitive or special damages related to or arising from any such interference, fluctuation, disconnection or disturbance of electricity.

- X. **EQUIPMENT**. All equipment Supplier furnishes to Consumer and/or the AGP Facility shall be and remain Supplier's property throughout the Term and upon expiration or termination of the Agreement.
- XI. **HOLD HARMLESS**. Consumer, its agents, employees, and assigns shall not handle or use Supplier's property, facilities, machinery or equipment without Supplier's prior written consent. Consumer shall hold Supplier harmless should any injury or damage to persons or property occur due to Consumer's use or misuses of Supplier's property, facilities, machinery or equipment.
- XII. **CONFIDENTIALITY**. Neither party shall, without the prior written permission of the other party, disclose or permit to be disclosed to any third party any Confidential Information (as defined below) acquired from the other party in the course of negotiating, preparing for and performing under this Agreement. The term "Confidential Information" includes designs, drawings, plans, business information or like information and any other written information, data or other tangible materials disclosed electronically or in any other form by one party to the other. Confidential Information includes all information as described herein, whether or not it is marked "Confidential" or "Proprietary". The confidentiality obligations hereunder do not extend to information which: (i) is already public or becomes available to the public through no fault of the Customer; (ii) was in the possession of the receiving party prior to receipt from the disclosing party; or (iii) the receiving party can demonstrate that such information was independently developed without reference to Confidential Information. A violation of this Section would cause irreparable harm to the disclosing party for which no adequate remedy at law exists. The disclosing party is entitled to seek injunctive relief to enforce the terms of this Section without proof of actual damages or the posting of any bond or security. Notwithstanding

anything to the contrary in this Paragraph XII, Supplier may disclose any information applicable law requires it to disclose as a political subdivision and municipal corporation, and such disclosure in that instance shall not constitute a breach of this Agreement.

XIII. **NOTICE.** All notices required hereunder shall be to the following addresses, as may be changed or updated by a Party via written notice to the other Party:

To SUPPLIER:

The City of David City, Nebraska
c/o City Clerk
490 E Street
David City, Nebraska 68632
tcomte@davidcityne.gov
(402) 367-3135

To CONSUMER:

Ag Processing Inc a cooperative
c/o Chief Operations Officer
12700 West Dodge Road
Omaha, NE 68154
lrickers@agp.com
(402) 431-5027

With a Copy To:

Baird Holm LLP
c/o David C. Levy
1700 Farnam Street, Suite 1500
Omaha, Nebraska 68102
dlevy@bairdholm.com
(402) 344-0500

With a Copy To:

AGP's General Counsel
12700 West Dodge Road
Omaha, NE 68154
ahook@agp.com
(402) 431-5013

- XIV. **INSTALLATION AND MAINTENANCE**. Supplier shall, in accordance with the terms of this Agreement, applicable law and prudent utility standards and best practices, install and maintain the facilities and appurtenances necessary to provide electricity to the AGP Facility.
- XV. **CONDITIONS**. Consumer shall not resell the electricity Supplier furnishes hereunder. Consumer may use an on-site emergency stand-by generator as reasonably necessary in the event of a power outage or any other interruption of Supplier's ability to supply Consumer with electricity as provided herein. Supplier shall not be liable for any liability or injuries and damages associated with Consumer's use of such generator or auxiliary equipment.
- XVI. **CONSUMER'S EQUIPMENT**. Supplier shall not be liable for any damage to motors or other current-consuming equipment resulting from any phase reversals, single-phasing of three-phase service, or other similar conditions that occur for any reason other than Supplier's negligence or intentional misconduct.
- XVII. **INDEMNIFICATION**. Consumer shall and hereby does indemnify and hold Supplier harmless from all loss and damage arising from interruption of service, injury to persons (including death), or damage to property on or about the AGP Property, the AGP Facility, or other premises under Consumer's control, unless such loss, damage, or injury arose solely from Supplier's gross negligence or willful misconduct, as determined by a court of competent jurisdiction. Consumer acknowledges and accepts there is a statutory limit to Supplier's liability. Without limiting the foregoing, each Party (as applicable, "Indemnitor") shall, to the extent permitted by law, indemnify, defend and hold safe and harmless the other Party from and against any and all claims, demands, complaints or actions by third parties (including employees of the Parties and their respective officers, directors and agents) arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment), to the extent arising out of the negligence, willful misconduct, breach of the Agreement, breach of a related agreement, or violation of law by the Indemnitor or any employee, agent or subcontractor of the Indemnitor ("Fault or Negligence"). Further, in the event the Parties are jointly at fault or negligent, they agree to indemnify each other in proportion to their relative Fault or Negligence, to the extent permitted by law. Unless otherwise excluded or limited hereunder, the claims, demands, complaints and actions covered hereunder include all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions. This Article XVII shall survive the expiration or earlier termination of this Agreement.

- XVIII. **INSURANCE**. Consumer shall, at all times throughout the Term, maintain insurance coverage that insures and protects all of Consumer's property and equipment, including without limitation, its electrical equipment and related facilities, that could be damaged from a surge or fluctuation in electric service.
- XIX. **BINDING EFFECT**. This Agreement shall insure to the benefit of and be binding upon the Parties' successors and assign.
- XX. **GOVERNING LAW**. The laws of the State of Nebraska shall govern this Agreement.
- XXI. **ENTIRE AGREEMENT**. This Agreement reflects the Parties' entire respective understandings, expectations, representations, and warranties.
- XXII. **COUNTERPARTS**. The Parties may execute this Agreement in one or more counterparts all of which shall collectively constitute the original Agreement.
- XXIII. **CONFLICTING PROVISIONS**. It is the intent of the Parties that this Agreement be construed harmoniously with the Ordinance. Notwithstanding, to the extent any provisions of this Agreement conflict with the Ordinance, the Ordinance shall govern with respect to such conflicting provisions. To the extent this Agreement is silent on any matter the Ordinance provides for, such provisions of the Ordinance shall automatically be incorporated herein by this reference.
- XXIV. **SEVERABILITY**. If a court of competent jurisdiction finds any provision of this Agreement to be invalid, unlawful, or unenforceable the invalidation and removal thereof shall not affect the remaining provisions of this Agreement and shall remain in full force and effect.
- XXV. **AMENDMENT**. The Parties may only amend or modify this Agreement by executing a written amendment both Parties sign.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SUPPLIER

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

By: _____
Jessica Miller, Mayor

Date: _____

ATTEST:

Tami Comte, City Clerk

CONSUMER

AG PROCESSING INC A COOPERATIVE,
an Iowa cooperative association

By: _____

Name: _____

Its: _____

Date: _____

Exhibit A

Facilities Charge Amortization Schedule

(See Attached)

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Amortization Calculator

Loan amount

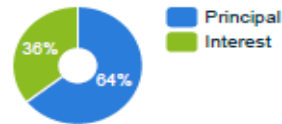
Loan term years months

Interest rate

☐ Optional: make extra payments

Calculate Clear

Monthly Pay: \$33,477.17



Total of 240 monthly payments	\$8,034,521.22
Total interest	\$2,858,465.22

Amortization schedule

Annual Schedule Monthly Schedule

Month	Interest	Principal	Ending Balance
1	\$20,531.69	\$12,945.48	\$5,163,110.52
2	\$20,480.34	\$12,996.83	\$5,150,113.68
3	\$20,428.78	\$13,048.39	\$5,137,065.30
4	\$20,377.03	\$13,100.15	\$5,123,965.15
5	\$20,325.06	\$13,152.11	\$5,110,813.04
6	\$20,272.89	\$13,204.28	\$5,097,608.76
7	\$20,220.51	\$13,256.66	\$5,084,352.10
8	\$20,167.93	\$13,309.24	\$5,071,042.86
9	\$20,115.14	\$13,362.04	\$5,057,680.83
10	\$20,062.13	\$13,415.04	\$5,044,265.79
11	\$20,008.92	\$13,468.25	\$5,030,797.54
12	\$19,955.50	\$13,521.67	\$5,017,275.86
End of year 1			
13	\$19,901.86	\$13,575.31	\$5,003,700.55
14	\$19,848.01	\$13,629.16	\$4,990,071.39
15	\$19,793.95	\$13,683.22	\$4,976,388.17
16	\$19,739.67	\$13,737.50	\$4,962,650.67
17	\$19,685.18	\$13,791.99	\$4,948,858.68
18	\$19,630.47	\$13,846.70	\$4,935,011.98
19	\$19,575.55	\$13,901.62	\$4,921,110.36
20	\$19,520.40	\$13,956.77	\$4,907,153.59
21	\$19,465.04	\$14,012.13	\$4,893,141.46



8/7/25, 12:45 PM calculator.net/amortization-calculator.html?loanamount=5%2C176%2C056&loanterm=20&loantermmonth=0&interestrate=4.76...

22	\$19,409.46	\$14,067.71	\$4,879,073.75
23	\$19,353.66	\$14,123.51	\$4,864,950.24
24	\$19,297.64	\$14,179.54	\$4,850,770.70
End of year 2			
25	\$19,241.39	\$14,235.78	\$4,836,534.92
26	\$19,184.92	\$14,292.25	\$4,822,242.67
27	\$19,128.23	\$14,348.94	\$4,807,893.73
28	\$19,071.31	\$14,405.86	\$4,793,487.87
29	\$19,014.17	\$14,463.00	\$4,779,024.87
30	\$18,956.80	\$14,520.37	\$4,764,504.49
31	\$18,899.20	\$14,577.97	\$4,749,926.52
32	\$18,841.38	\$14,635.80	\$4,735,290.72
33	\$18,783.32	\$14,693.85	\$4,720,596.87
34	\$18,725.03	\$14,752.14	\$4,705,844.74
35	\$18,666.52	\$14,810.65	\$4,691,034.08
36	\$18,607.77	\$14,869.40	\$4,676,164.68
End of year 3			
37	\$18,548.79	\$14,928.39	\$4,661,236.29
38	\$18,489.57	\$14,987.60	\$4,646,248.69
39	\$18,430.12	\$15,047.05	\$4,631,201.64
40	\$18,370.43	\$15,106.74	\$4,616,094.90
41	\$18,310.51	\$15,166.66	\$4,600,928.24
42	\$18,250.35	\$15,226.82	\$4,585,701.42
43	\$18,189.95	\$15,287.22	\$4,570,414.19
44	\$18,129.31	\$15,347.86	\$4,555,066.33
45	\$18,068.43	\$15,408.74	\$4,539,657.59
46	\$18,007.31	\$15,469.86	\$4,524,187.73
47	\$17,945.94	\$15,531.23	\$4,508,656.50
48	\$17,884.34	\$15,592.83	\$4,493,063.66
End of year 4			
49	\$17,822.49	\$15,654.69	\$4,477,408.98
50	\$17,760.39	\$15,716.78	\$4,461,692.20
51	\$17,698.05	\$15,779.13	\$4,445,913.07
52	\$17,635.46	\$15,841.72	\$4,430,071.35
53	\$17,572.62	\$15,904.56	\$4,414,166.80
54	\$17,509.53	\$15,967.64	\$4,398,199.15
55	\$17,446.19	\$16,030.98	\$4,382,168.17
56	\$17,382.60	\$16,094.57	\$4,366,073.60
57	\$17,318.76	\$16,158.41	\$4,349,915.19

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58	\$17,254.66	\$16,222.51	\$4,333,692.68
59	\$17,190.31	\$16,286.86	\$4,317,405.82
60	\$17,125.71	\$16,351.46	\$4,301,054.36
End of year 5			
61	\$17,060.85	\$16,416.32	\$4,284,638.04
62	\$16,995.73	\$16,481.44	\$4,268,156.60
63	\$16,930.35	\$16,546.82	\$4,251,609.78
64	\$16,864.72	\$16,612.45	\$4,234,997.33
65	\$16,798.82	\$16,678.35	\$4,218,318.98
66	\$16,732.67	\$16,744.51	\$4,201,574.47
67	\$16,666.25	\$16,810.93	\$4,184,763.54
68	\$16,599.56	\$16,877.61	\$4,167,885.93
69	\$16,532.61	\$16,944.56	\$4,150,941.38
70	\$16,465.40	\$17,011.77	\$4,133,929.61
71	\$16,397.92	\$17,079.25	\$4,116,850.35
72	\$16,330.17	\$17,147.00	\$4,099,703.36
End of year 6			
73	\$16,262.16	\$17,215.02	\$4,082,488.34
74	\$16,193.87	\$17,283.30	\$4,065,205.04
75	\$16,125.31	\$17,351.86	\$4,047,853.18
76	\$16,056.48	\$17,420.69	\$4,030,432.49
77	\$15,987.38	\$17,489.79	\$4,012,942.70
78	\$15,918.01	\$17,559.17	\$3,995,383.54
79	\$15,848.35	\$17,628.82	\$3,977,754.72
80	\$15,778.43	\$17,698.74	\$3,960,055.98
81	\$15,708.22	\$17,768.95	\$3,942,287.03
82	\$15,637.74	\$17,839.43	\$3,924,447.59
83	\$15,566.98	\$17,910.20	\$3,906,537.40
84	\$15,495.93	\$17,981.24	\$3,888,556.16
End of year 7			
85	\$15,424.61	\$18,052.57	\$3,870,503.59
86	\$15,353.00	\$18,124.17	\$3,852,379.42
87	\$15,281.11	\$18,196.07	\$3,834,183.35
88	\$15,208.93	\$18,268.24	\$3,815,915.11
89	\$15,136.46	\$18,340.71	\$3,797,574.40
90	\$15,063.71	\$18,413.46	\$3,779,160.94
91	\$14,990.67	\$18,486.50	\$3,760,674.44
92	\$14,917.34	\$18,559.83	\$3,742,114.61
93	\$14,843.72	\$18,633.45	\$3,723,481.16

City Council Proceedings
August 27, 2025
Page #17

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94	\$14,769.81	\$18,707.36	\$3,704,773.79
95	\$14,695.60	\$18,781.57	\$3,685,992.22
96	\$14,621.10	\$18,856.07	\$3,667,136.16
End of year 8			
97	\$14,546.31	\$18,930.87	\$3,648,205.29
98	\$14,471.21	\$19,005.96	\$3,629,199.33
99	\$14,395.82	\$19,081.35	\$3,610,117.99
100	\$14,320.13	\$19,157.04	\$3,590,960.95
101	\$14,244.15	\$19,233.03	\$3,571,727.92
102	\$14,167.85	\$19,309.32	\$3,552,418.60
103	\$14,091.26	\$19,385.91	\$3,533,032.69
104	\$14,014.36	\$19,462.81	\$3,513,569.88
105	\$13,937.16	\$19,540.01	\$3,494,029.87
106	\$13,859.65	\$19,617.52	\$3,474,412.35
107	\$13,781.84	\$19,695.34	\$3,454,717.02
108	\$13,703.71	\$19,773.46	\$3,434,943.56
End of year 9			
109	\$13,625.28	\$19,851.90	\$3,415,091.66
110	\$13,546.53	\$19,930.64	\$3,395,161.02
111	\$13,467.47	\$20,009.70	\$3,375,151.32
112	\$13,388.10	\$20,089.07	\$3,355,062.25
113	\$13,308.41	\$20,168.76	\$3,334,893.49
114	\$13,228.41	\$20,248.76	\$3,314,644.73
115	\$13,148.09	\$20,329.08	\$3,294,315.65
116	\$13,067.45	\$20,409.72	\$3,273,905.93
117	\$12,986.49	\$20,490.68	\$3,253,415.25
118	\$12,905.21	\$20,571.96	\$3,232,843.29
119	\$12,823.61	\$20,653.56	\$3,212,189.73
120	\$12,741.69	\$20,735.49	\$3,191,454.25
End of year 10			
121	\$12,659.44	\$20,817.74	\$3,170,636.51
122	\$12,576.86	\$20,900.31	\$3,149,736.19
123	\$12,493.95	\$20,983.22	\$3,128,752.98
124	\$12,410.72	\$21,066.45	\$3,107,686.53
125	\$12,327.16	\$21,150.02	\$3,086,536.51
126	\$12,243.26	\$21,233.91	\$3,065,302.60
127	\$12,159.03	\$21,318.14	\$3,043,984.46
128	\$12,074.47	\$21,402.70	\$3,022,581.76
129	\$11,989.57	\$21,487.60	\$3,001,094.16

City Council Proceedings
August 27, 2025
Page #18

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130	\$11,904.34	\$21,572.83	\$2,979,521.33
131	\$11,818.77	\$21,658.40	\$2,957,862.93
132	\$11,732.86	\$21,744.32	\$2,936,118.61
End of year 11			
133	\$11,646.60	\$21,830.57	\$2,914,288.05
134	\$11,560.01	\$21,917.16	\$2,892,370.88
135	\$11,473.07	\$22,004.10	\$2,870,366.78
136	\$11,385.79	\$22,091.38	\$2,848,275.40
137	\$11,298.16	\$22,179.01	\$2,826,096.39
138	\$11,210.18	\$22,266.99	\$2,803,829.40
139	\$11,121.86	\$22,355.32	\$2,781,474.08
140	\$11,033.18	\$22,443.99	\$2,759,030.09
141	\$10,944.15	\$22,533.02	\$2,736,497.07
142	\$10,854.77	\$22,622.40	\$2,713,874.67
143	\$10,765.04	\$22,712.14	\$2,691,162.54
144	\$10,674.94	\$22,802.23	\$2,668,360.31
End of year 12			
145	\$10,584.50	\$22,892.68	\$2,645,467.63
146	\$10,493.69	\$22,983.48	\$2,622,484.15
147	\$10,402.52	\$23,074.65	\$2,599,409.50
148	\$10,310.99	\$23,166.18	\$2,576,243.32
149	\$10,219.10	\$23,258.07	\$2,552,985.24
150	\$10,126.84	\$23,350.33	\$2,529,634.91
151	\$10,034.22	\$23,442.95	\$2,506,191.96
152	\$9,941.23	\$23,535.94	\$2,482,656.02
153	\$9,847.87	\$23,629.30	\$2,459,026.71
154	\$9,754.14	\$23,723.03	\$2,435,303.68
155	\$9,660.04	\$23,817.13	\$2,411,486.55
156	\$9,565.56	\$23,911.61	\$2,387,574.94
End of year 13			
157	\$9,470.71	\$24,006.46	\$2,363,568.48
158	\$9,375.49	\$24,101.68	\$2,339,466.80
159	\$9,279.88	\$24,197.29	\$2,315,269.51
160	\$9,183.90	\$24,293.27	\$2,290,976.24
161	\$9,087.54	\$24,389.63	\$2,266,586.61
162	\$8,990.79	\$24,486.38	\$2,242,100.23
163	\$8,893.66	\$24,583.51	\$2,217,516.72
164	\$8,796.15	\$24,681.02	\$2,192,835.70
165	\$8,698.25	\$24,778.92	\$2,168,056.78

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City Council Proceedings

August 27, 2025

Page #19

8/7/25, 12:45 PM calculator.net/amortization-calculator.html?loanamount=5%2C176%2C056&loanterm=20&loantermmonth=0&interestrate=4.76...

166	\$8,599.96	\$24,877.21	\$2,143,179.56
167	\$8,501.28	\$24,975.89	\$2,118,203.67
168	\$8,402.21	\$25,074.96	\$2,093,128.71
End of year 14			
169	\$8,302.74	\$25,174.43	\$2,067,954.28
170	\$8,202.89	\$25,274.29	\$2,042,679.99
171	\$8,102.63	\$25,374.54	\$2,017,305.45
172	\$8,001.98	\$25,475.19	\$1,991,830.26
173	\$7,900.93	\$25,576.25	\$1,966,254.01
174	\$7,799.47	\$25,677.70	\$1,940,576.32
175	\$7,697.62	\$25,779.55	\$1,914,796.76
176	\$7,595.36	\$25,881.81	\$1,888,914.95
177	\$7,492.70	\$25,984.48	\$1,862,930.48
178	\$7,389.62	\$26,087.55	\$1,836,842.93
179	\$7,286.14	\$26,191.03	\$1,810,651.90
180	\$7,182.25	\$26,294.92	\$1,784,356.98
End of year 15			
181	\$7,077.95	\$26,399.22	\$1,757,957.76
182	\$6,973.23	\$26,503.94	\$1,731,453.82
183	\$6,868.10	\$26,609.07	\$1,704,844.75
184	\$6,762.55	\$26,714.62	\$1,678,130.13
185	\$6,656.58	\$26,820.59	\$1,651,309.54
186	\$6,550.19	\$26,926.98	\$1,624,382.56
187	\$6,443.38	\$27,033.79	\$1,597,348.77
188	\$6,336.15	\$27,141.02	\$1,570,207.75
189	\$6,228.49	\$27,248.68	\$1,542,959.07
190	\$6,120.40	\$27,356.77	\$1,515,602.30
191	\$6,011.89	\$27,465.28	\$1,488,137.02
192	\$5,902.94	\$27,574.23	\$1,460,562.79
End of year 16			
193	\$5,793.57	\$27,683.61	\$1,432,879.19
194	\$5,683.75	\$27,793.42	\$1,405,085.77
195	\$5,573.51	\$27,903.66	\$1,377,182.10
196	\$5,462.82	\$28,014.35	\$1,349,167.75
197	\$5,351.70	\$28,125.47	\$1,321,042.28
198	\$5,240.13	\$28,237.04	\$1,292,805.24
199	\$5,128.13	\$28,349.04	\$1,264,456.20
200	\$5,015.68	\$28,461.50	\$1,235,994.70
201	\$4,902.78	\$28,574.39	\$1,207,420.31

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City Council Proceedings

August 27, 2025

Page #20

8/7/25, 12:45 PM calculator.net/amortization-calculator.html?loanamount=5%2C176%2C056&loanterm=20&loantermmonth=0&interestrate=4.76...

202	\$4,789.43	\$28,687.74	\$1,178,732.57
203	\$4,675.64	\$28,801.53	\$1,149,931.04
204	\$4,561.39	\$28,915.78	\$1,121,015.26
End of year 17			
205	\$4,446.69	\$29,030.48	\$1,091,984.78
206	\$4,331.54	\$29,145.63	\$1,062,839.15
207	\$4,215.93	\$29,261.24	\$1,033,577.91
208	\$4,099.86	\$29,377.31	\$1,004,200.60
209	\$3,983.33	\$29,493.84	\$974,706.75
210	\$3,866.34	\$29,610.83	\$945,095.92
211	\$3,748.88	\$29,728.29	\$915,367.63
212	\$3,630.96	\$29,846.21	\$885,521.41
213	\$3,512.57	\$29,964.60	\$855,556.81
214	\$3,393.71	\$30,083.46	\$825,473.35
215	\$3,274.38	\$30,202.79	\$795,270.55
216	\$3,154.57	\$30,322.60	\$764,947.95
End of year 18			
217	\$3,034.29	\$30,442.88	\$734,505.08
218	\$2,913.54	\$30,563.63	\$703,941.44
219	\$2,792.30	\$30,684.87	\$673,256.57
220	\$2,670.58	\$30,806.59	\$642,449.98
221	\$2,548.38	\$30,928.79	\$611,521.20
222	\$2,425.70	\$31,051.47	\$580,469.73
223	\$2,302.53	\$31,174.64	\$549,295.08
224	\$2,178.87	\$31,298.30	\$517,996.78
225	\$2,054.72	\$31,422.45	\$486,574.33
226	\$1,930.08	\$31,547.09	\$455,027.24
227	\$1,804.94	\$31,672.23	\$423,355.01
228	\$1,679.31	\$31,797.86	\$391,557.14
End of year 19			
229	\$1,553.18	\$31,924.00	\$359,633.15
230	\$1,426.54	\$32,050.63	\$327,582.52
231	\$1,299.41	\$32,177.76	\$295,404.76
232	\$1,171.77	\$32,305.40	\$263,099.36
233	\$1,043.63	\$32,433.54	\$230,665.82
234	\$914.97	\$32,562.20	\$198,103.62
235	\$785.81	\$32,691.36	\$165,412.26
236	\$656.14	\$32,821.04	\$132,591.22
237	\$525.95	\$32,951.23	\$99,639.99

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238	\$395.24	\$33,081.93	\$66,558.06
239	\$264.01	\$33,213.16	\$33,344.90
240	\$132.27	\$33,344.90	\$0.00
End of year 20			

by Calculator.net

Council member Bruce Meysenburg made a motion to table the Wholesale contract with Nebraska Public Power District. 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 Keith Marvin made a motion to table the proposal from ICP-ASTEC in the amount of \$28,970 for replacing the Power Plant roof until more quotes are received.

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 an agreement with David City Public Schools for the 2025-2026 school year. 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

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Activity Fund

2025 - 26

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT ("**Agreement**"), effective as of the date last written below, is by and between the **CITY OF DAVID CITY, NEBRASKA**, a municipal corporation and city of the second class ("**City**") and **DAVID CITY PUBLIC SCHOOLS**, a Nebraska political subdivision and school district (District No. 12-0056-000) ("**DCPS**"). This Agreement refers to City and DCPS collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, City owns that certain real property in David City, Butler County, Nebraska, as described and depicted in **EXHIBIT A**, attached hereto and incorporated herein ("**Property**"); and

WHEREAS, the David City Football Stadium ("**Stadium**"), the David City Auditorium ("**Auditorium**") and the gymnasium within the Auditorium ("**Gym**") are located on the Property (collectively, the "**Facilities**"); and

WHEREAS, DCPS desires to use the Stadium, Auditorium and Gym for various scholastic, athletic and social purposes; and

WHEREAS, the Parties wish to execute this Agreement to define the terms and conditions under which DCPS may use the Facilities.

AGREEMENT

IN CONSIDERATION OF the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which the Parties acknowledge and accept, the Parties agree as follows:

1. **USE OF FACILITIES**. City shall allow DCPS to utilize the Facilities for the activities as provided below ("**Permitted Activity**") or "**Permitted Activities**").

A. **Stadium**. DCPS may use the Stadium and all appurtenances, facilities and amenities thereto for the following Permitted Activities:

- i. Up to four (4) track meets;
- ii. Up to five (5) regular season varsity football games;
- iii. Up to three (3) post-season varsity football games, with City's prior written consent;
- iv. Up to five (5) junior-varsity football games;
- v. Up to four (4) middle school football games; and
- vi. Regular track practice during the track season;
- viii. Regular middle school football practice during the football season;

B. Auditorium. DCPS may use the Auditorium, including all appurtenances and facilities thereto, for the following Permitted Activities:

- i. Regular in-season middle school basketball practice and up to two games; and
- ii. Use of the locker facilities therein for middle school football practice; and
- iii. Use of the locker facilities therein for high school football games; and
- iv. David City High School Prom.

C. Gym. DCPS may reserve and use the Gym on an hourly-basis, subject to the Gym Rental Rate (defined below), for any Permitted Activity. City may allow DCPS to use the Gym for a non-Permitted Activity by providing its prior written consent.

D. Miscellaneous. City may allow DCPS to utilize the Facilities for other purposes not contained herein by providing DCPS its prior written consent. City may, in its sole discretion, require DCPS to provide additional payments for the right use the Stadium or Auditorium for such nonPermitted Activity.

2. **TERM**. This Agreement shall last for one (1) year beginning on the Effective Date ("**Term**").

3. **RENTAL PAYMENTS**. DCPS shall provide City a lump-sum payment of Seven Thousand Dollars and Zero Cents (\$7,000.00) ("**Annual Rental Payment**"). The Annual Rental Payment is due and payable from DCPS to City within thirty (30) days of the Effective Date. The City may allow DCPS to remit the Annual Rental Payments in installments with its prior written consent.

In addition to the Annual Rental Payment, DCPS shall pay to City Twenty-Dollars and Zero Cents (\$20.00) per hour that DCPS reserves the Gym ("**Gym Rental Payment**"). DCPS shall remit the Gym Rental Payment to City prior to each instance DCPS wishes to reserve the Gym for its use.

4. **SCHEDULING**. On the first business day of the first month after the Effective Date, and on the first business day of each month thereafter, DCPS shall provide City with a written schedule of all Permitted Activities for which DCPS intends to use the Facilities during the following month. Such schedule shall include the date and time of each event, expected attendance, and any other information the City may request DSCP to provide.

5. **CONCESSIONS**. DCPS may sell food, non-alcoholic beverages, and other consumable concession products at the Facilities during Activities. Provided however, such right is subject to the following:

- A. DCPS shall secure and maintain all necessary permits associated with the sale of concession products;
- B. DCPS shall be solely responsible for compliance with all necessary laws, regulations, and statute pertaining to the sale of concession products;
- C. DCPS shall be solely responsible for payment of all applicable state and federal taxes relating to its selling of concession products, including but not limited to sales

and use tax and income tax; and

D. City may terminate DCPS' right to sell concession products on the Facilities at any time with written notice to DCPS.

6. **NO REPRESENTATIONS.** City makes no representations regarding the conditions of the Facilities, their suitability for a particular purpose, or otherwise any warranty, express or implied, regarding the Property, Facilities or any amenities or appurtenances thereto.

7. **UTILITIES.** City shall pay or cause to be paid all charges for gas, electricity, water, sewer, telephone or other communication services and all other utilities servicing the Facilities utilize throughout the Term.

8. **MAINTENANCE AND REPAIRS.** City shall, at its sole expense, provide for all general repairs and maintenance of the Facilities, including but not limited to grass mowing, snow removal, maintenance of restrooms, regular painting of the football field and other general upkeep. DCPS shall maintain the Facilities and Property in a clean, safe and good condition and keep and return the same in at least as good condition as they currently exist or may be improved, ordinary wear and tear excepted.

9. **DAMAGE.** DCPS shall, at its sole expense, repair all damage to the Property, Facilities, and any other appurtenances, equipment, facilities, or personal property thereon, that DCPS, its agents, invitees, licensees, employees, or assigns causes, whether intentional, negligent, or otherwise.

10. **ALTERATIONS AND IMPROVEMENTS.** DCPS shall not make any improvements or alterations to the Premises without the City's prior written consent. DCPS shall hold the City harmless from any costs, liens, or damages that any alteration or improvement work DCPS permits on the Property or Facilities causes and shall immediately discharge any lien filed for services or material furnished for such work. Any improvements, alterations, repairs, additions or personal property remaining on the Property or Facilities after the expiration of this Agreement shall become City's property.

11. **SIGNAGE.** DCPS shall not erect or place or allow the erection or placing of any signs or other similar materials on the Property or Facilities. Except that, DCPS may erect or place promotional or informational materials for upcoming Activities on the Property or Facilities, provided that, DCPS shall remove or cause the removal of any promotional or information signs, advertisements, posters, or other DCPS insignia it erects or places on the Property or Facilities during the term of this Agreement within twenty-four (24) hours after the promoted or advertised event concludes. City may demand DCPS to remove all signs and other materials from the Property or Facilities by providing written notice.

12. **INSURANCE.** During the Term, DCPS shall obtain, maintain in effect and pay all premiums for, the following insurance coverages in connection with its use of the Property and Facilities: (a) comprehensive general public liability insurance with broad form extended coverage (including contractual liability insurance) insuring City and DCPS against claims for personal injury, death or property damage occurring upon, in or about the Property, and such insurance shall have a limit of not less than \$1,000,000.00 in respect to any injury or death to a single person and to the limit of not less than \$500,000.00 in respect to property damages; and (b) insurance against such other risks as City may deem necessary or as DCPS may desire to put into effect, of a similar or dissimilar nature. City may obtain all of the aforesaid insurance coverages on behalf of DCPS, and

DCPS shall immediately pay or reimburse City for the premiums in connection with any of such insurance coverages City obtains on DCPS' behalf.

All policies of insurance shall be subject to the review and approval of City, and shall provide (a) that no material change or cancellation of said policies shall be made without fifteen (15) days prior written notice to City and DCPS, (b) that any loss shall be payable notwithstanding any act or negligence of DCPS or the City which might otherwise result in the forfeiture of said insurance, (c) that the insurance company issuing the same shall have no right of subrogation against the City or DCPS and shall name the City as additional insured. All of DCPS' policies of insurance that this Section 12 so requires shall be primary to any of City's insurance coverages for the Property or Facilities.

DCPS shall provide City with a certificate of insurance together with satisfactory evidence (a) that the said insurance is in full force and effect or effectively renewed, and (b) the payment of the premiums for said insurance has been made.

13. **INDEMNIFICATION.** DCPS shall indemnify and hold City harmless from all claims and demands, including those of third parties, arising from or based upon any alleged act, omission or negligence of DCPS or any of DCPS' agents, employees, licensees, servants, invitees or employees on the Property and Facilities. DCPS' obligation hereunder to indemnify and hold City harmless from liability shall extend to any of DCPS' contracts with third parties relating to the Property, the Facilities, and DCPS' use of the same.

14. **DEFAULT.** IF DCPS defaults in the performance of any of the terms of this Agreement, and DCPS has not cured such default within thirty (30) days after written notice from City to DCPS, then the City may, at its sole option, terminate this Agreement.

15. **WAIVER OF DEFAULT.** Any waiver, express or implied, by City of DCPS' breach of this Agreement shall not be a waiver of any subsequent breach of the same or any other term, condition or promise herein.

16. **NOTICE.** Notice under this Agreement shall be given in writing to the following persons:

If to City:	City of David City, Nebraska c/o Tami Comte 490 E Street David City, Nebraska 68632 (402) 367-3135 tcomte@davidcityne.gov
With a Copy to:	Baird Holm LLP c/o David C. Levy 1700 Farnam Street, Suite 1500 Omaha, Nebraska 68102 (402) 344-0500 dlevy@bairdholm.com
If to DCPS:	David City Public Schools c/o Dr. Chad Denker, DCPS Superintendent

750 D. Street
David City, Nebraska 68632
(402) 367-4590
denker@dcscouts.org

With a Copy to:

Each Party reserves the right to change the name, address and/or telephone and fax numbers with respect to which notices are to be sent by giving written notice of such change to the other party at any time.

17. **AUTHORITY.** City and DCPS each covenant that each said entity has full authority to execute this Agreement.

18. **ENTIRE AGREEMENT.** This Agreement represents the entire agreements, representations, understandings, and expectations between City and DCPS. The Parties may only amend this Agreement with the Parties mutual, prior written consent.

19. **GOVERNING LAW.** The laws of the State of Nebraska shall govern this Agreement.

20. **BINDING EFFECT.** This Agreement shall be binding the successors, delegees, and assigns of each party.

21. **RELATIONSHIP OF THE PARTIES.** The Parties' relationship under this Agreement shall not constitute a partnership or an agency relationship and DSPC is neither City's employee nor independent contractor hereunder.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the day and year last written below.

CITY:

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

By: 
Jessica Miller, Mayor

Date: 8-27-25

DCPS:

DAVID CITY PUBLIC SCHOOLS,
a Nebraska political subdivision and school
district (District No. 12-0056-000).

By: 

Name: CHAD DENKER

Its: DCPS Supt

Date: 08-20-2025

EXHIBIT A

The Property

Legal Description: Part of the South Half of the Northeast Quarter (S1/2 NE1/4) of Section Thirty (30), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska.

Parcel Number: 120008449

Address: 699 Kansas Street
David City, Nebraska 68632

EXHIBIT A

Council member Bruce Meysenburg made a motion to accept the Northside Sanitary Sewer Study Agreement with JEO. 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

Docusign Envelope ID: 9908B4F4-D51A-4309-959F-A726FB803D10



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

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

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

David City Northside Sanitary Sewer Study ("Project").

JEO Project Number: 251700.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

Project Management	\$ 5,800	Lump Sum
Study and Report	\$ 53,500	Lump Sum
<u>Additional Coordination/Updates</u>	<u>\$ 5,000</u>	<u>Hourly*</u>
Total Estimated Fee:	\$ 64,300	

* Engineer's estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement. Owner shall notify Engineer if they wish for the Engineer to reduce or stop providing hourly services. Engineer shall be paid for all services rendered up to being notified.

Docusign Envelope ID: 9908B4F4-D51A-4309-959F-A726FB803D10

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

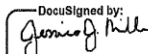
Exhibit A – Scope of Services
Exhibit B – General Conditions

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 Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

Owner: City of David City, Nebraska

DocuSigned by:

82808C3EAD57494...

By: Jessica Miller

Title: Mayor

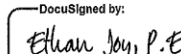
Date Signed: 8/28/2025

Address for giving notices:

490 E. Street, P.O. Box 191

David City, NE 68632

Engineer: JEO Consulting Group, Inc.

DocuSigned by:

B659CABF685D4C4...

By: Ethan E. Joy, PE

Title: Principal Engineer

Date Signed: 8/28/2025

Address for giving notices:

JEO Consulting Group, Inc.

1937 N Chestnut Street

Wahoo, NE 68066

DocuSign Envelope ID: 9908B4F4-D51A-4309-959F-A726FB803D10
Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of David City, Nebraska [Owner] owns and operates the sanitary sewer collection and treatment system that serves the businesses and residents of the community. The Owner understands that the north side of the community has the potential to experience substantial economic growth via industrial, commercial, and residential developments. The north side of the community is currently not serviced by sanitary sewer. In order to allow growth to occur, a new sanitary sewer collection system will be necessary that may include new lift station(s), gravity sewer collection systems, and forcemains.

This evaluation is intended to provide the Owner high-level recommendations for the layout of sanitary sewer collection system components that can best serve the area. The overall area to be studied is generally the area in red in the following image:



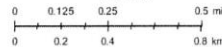
August 19, 2025

Legend

- Roads
- City Names
- Corporate Limits
- Parcels

DISCLAIMER: This map is not intended for conveyance, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

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Docusign Envelope ID: 9908B4F4-D51A-4309-959F-A726FB803D10

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

The work to be performed shall include the preparation of a technical engineering report that includes an analysis of the potential sewershed area, Owner known and expected development projects, service boundaries, high-level locations of proposed gravity sewer mains, and sanitary sewer lift station(s) for the City of David City. The report shall identify existing sanitary sewer infrastructure immediately relevant to the proposed sewershed area, deficiencies and needs of said existing infrastructure, and propose high-level alternatives for improvements to the immediately relevant sewer system to service the proposed area.

Analysis will generally be based on existing information available from the Owner and public databases. The memo may recommend more detailed reviews of some of the system components that are outside the scope of this project. The Owner is recommended to perform existing sanitary sewer flow monitoring to provide additional data to assist this project via a third-party. Evaluation of the sanitary sewer treatment system is not included in this project.

BASIC SERVICES (LUMP SUM)

PROJECT MANAGEMENT:

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - 1. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the report as well as ensure a timely project delivery.
 - 2. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - 3. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
 - 4. Review billed hours by the design team and prepare invoice statements for the Owner.
 - 5. Work with design disciplines to identify potential risks and how to mitigate those risks.

STUDY AND REPORT PHASE:

- A. Attend and facilitate a project Initiation/kickoff meeting with the Owner/Owner's representatives to review the project scope, schedule, and project requirements. **[1 Meeting]**
 - 1. Introduction of key project personnel from JEO and the Owner.
 - 2. Review the purpose and objectives of the study and data needs.
 - 3. Review the existing sewer system maps of the City of David City.
 - 4. Perform an on-site review of the major system components for the sewer system.
 - 5. Review project schedule and milestones.
 - 6. Confirm with the Owner and designated staff the expected (near-term) economic development growth and probable location of new businesses within the study area (1-5 years).
 - 7. Confirm with Owner the probable next areas (long-term) to develop (5-10 years).

Docusign Envelope ID: 9908B4F4-D51A-4309-959F-A726FB803D10

Exhibit A

JEO Consulting Group, Inc.

SCOPE OF SERVICES

8. Compare zoning and land use maps in the study area with what the Owner projects to be the future use of the study area.
- B. Prepare inventory of existing sanitary sewer collection system infrastructure:
 1. Describe the existing area served by the sewer collection system, including topography and other pertinent land features of the area (prepare maps and sketches, as necessary).
 2. Review the history of the existing sanitary sewer collection system in the immediate vicinity to the study area along with key trunk sewers. Prepare an inventory of the various components of the sewer collection system in the immediate vicinity of the study area. This inventory is to be completed using existing records that are readily available from the Owner or other sources.
 3. Review and summarize existing flow records, maps, and inspection reports.
 4. Review and summarize maintenance documentation from the city staff.
 5. Review and summarize available documents on current zoning and land uses in the study area.
- C. Evaluate existing infrastructure and develop projections:
 1. Utilizing existing topographic maps and available LIDAR data, develop topographic boundaries of the sewershed as compared to the study area. Goal is to install one or two sanitary sewer lift stations in the study area that provide sewer service to as much developable area as possible.
 2. Develop study area sewer flow projections (near-term and long-term) based upon available data for planned economic development projects using information provided from Owner and individuals directly involved with specific projects, if possible.
 3. Utilizing existing and proposed land use maps, generate sewer flow projections for undeveloped areas using standard land planning guidelines (City of Omaha Wastewater Collection Systems Design Manual) for each type of land use.
 4. Evaluate the capacity and adequacy of key items of the existing sanitary sewer collection system to provide service/receive sewer flow from the study area development in the near-term and long-term flow projections.
 5. Assist the Owner in identifying the location and term of sanitary sewer flow monitoring if performed by others. Owner shall be responsible for engaging a third-party entity to perform flow monitoring.
- D. Develop and Evaluate Alternatives.
 1. Develop design criteria for study area lift station(s) including depth, sizing, style (i.e. submersible vs. dry pit), capacity (near-term vs. long-term), forcemain sizing, and other relevant details.
 2. Develop alternatives for sanitary sewer collection alignments and depths. Alternatives to include schematic alignments, approximate depths, and pipe capacities.
 3. Develop a phasing plan to provide sanitary sewer service to the study area considering the expected near term (1-5 year) economic development projects and the long term (5-10 year) potential projects.
 4. Evaluate connection points to existing sanitary collection system infrastructure adjacent to the study area compared to the study area flow projections.
- E. Technical Engineering Report:
 1. Develop a detailed report outlining the evaluation of the sewer collection system in the study area, alternative recommendations for improvements and summary of

Docusign Envelope ID: 9908B4F4-D51A-4309-959F-A726FB803D10

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

opinions of project costs, O&M costs, and cost effective evaluation for the alternative recommendations, as described in this Scope of Services.

2. Evaluate and rank proposed design alternatives. Evaluations shall include a cost-effectiveness analysis on the alternatives including a 20-year present worth of annual operation and maintenance costs. In addition, an engineering evaluation including constructability, reliability, ease of use, and sustainability will be provided.
3. Conduct periodic internal QA/QC reviews of the report at 30%, 60% and 90% complete milestones.
4. Attend a review meeting with the city staff to review the results of the draft Report at the 60% and 90% milestones. **[2 Meetings]**
5. Attend a City Council meeting to present the final results of the study and the proposed recommendations. **[1 Meeting]**

Basic Services (Hourly)

Additional Coordination/Updates:

- A. It is understood that economic development projects do change in scope and size. This phase is to allow for additional meetings with potential businesses/industries and review additional alternatives or update the technical report following new developments.
 1. Meetings with prospects.
 2. Preparation of individual updates for new prospects.
 3. Addendums to the Technical Report in response to new information.
 4. Additional meetings with the city or economic development staff beyond what is listed in the scope of services.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Project Kickoff Meeting **[1 Meeting]**
- B. 60% and 90% Draft Report Review Meeting **[2 Meetings]**
- C. Council Presentation of Final Report Documents **[1 Meeting]**

ESTIMATED TIME FRAME:

- A. Study and Report Phase – 180 days from effective date of agreement.

Docusign Envelope ID: 9908B4F4-D51A-4309-959F-A726FB803D10

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

ADDITIONAL SERVICES [NOT INCLUDED, BUT CAN BE INCLUDED UPON REQUEST]:

- A. Computer modeling of sanitary sewer flows.
- B. Evaluation of the existing wastewater treatment system.
- C. Evaluation of the existing sanitary sewer collection system except for specific segments affected by the proposed alternatives.
- D. Evaluation of the existing storm sewer system.
- E. Preparation of a Preliminary Engineering Report (PER)
- F. Sanitary Sewer collection system flow monitoring, testing, or inspections.
- G. Topographic survey services.
- H. Geotechnical borings or laboratory services.
- I. Wastewater influent/effluent sampling.
- J. Coordination or attendance at public involvement meetings.
- K. Attendance at any additional meetings not identified in the scope of services.
- L. Preparation of grant or loan applications in connection with the project.
- M. Preparation of environmental assessments, impact studies, or similar studies.
- N. Zoning regulations review or modifications necessary for the proposed improvements included in this project.
- O. Land acquisition services and/or preparation of easement documents.
- P. Floodplain, Stormwater, USACE 404/408, NDWEE, NDOT, or any other permitting.
- Q. Any other item not outlined in the scope of services.

Docusign Envelope ID: 9908B4F4-D51A-4309-959F-A726FB803D10

Exhibit B

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

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

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

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

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

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

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

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

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

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

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

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

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

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

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

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

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

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

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 owner, they shall be borne by each party in proportion to its negligence.

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

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

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

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

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

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

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

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

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

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

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

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

Council member Kevin Woita made a motion to approve an engineering agreement with JEO to replace water main on 6th Street from "O" Street to "I" Street including a water plant force main. 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

Docusign Envelope ID: A2EABFB6-0934-4110-A0CA-C331F1DB5942



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

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

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

2025 North 6th St. Water Main Improvements and WTP Backwash Forcemain ("Project").

JEO Project Number: 251298.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

Project Management	\$ 16,500.00	Lump Sum
Preliminary Design	\$ 98,800.00	Lump Sum
Final Design and Permitting	\$ 68,100.00	Lump Sum
Bidding and Negotiation	\$ 9,500.00	Lump Sum
Construction Administration	\$ 48,000.00	Lump Sum
Post Construction	\$ 14,500.00	Lump Sum
Construction Observation:	\$ 43,000.00*	Hourly [290 Hours Estimated]
Total Estimated Fee:	\$ 298,400.00	

Docusign Envelope ID: A2EABFB6-0934-4110-A0CA-C331F1DB5942

* Engineer's estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement. Owner shall notify Engineer if they wish for the Engineer to reduce or stop providing hourly services. Engineer shall be paid for all services rendered up to being notified.

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. 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

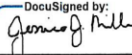
4.02 Total Agreement

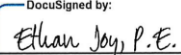
- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled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

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

Owner: City of David City, Nebraska

Engineer: JEO Consulting Group, Inc.

DocuSigned by:

82808C3EAD57494...

DocuSigned by:

B659CABF585D4C4...

By: Jessica Miller

By: Ethan E. Joy, PE

Title: Mayor

Title: Principal Engineer

Date Signed: 8/28/2025

Date Signed: 8/28/2025

Address for giving notices:

Address for giving notices:

490 E. Street, P.O. Box 191

JEO Consulting Group, Inc.

David City, NE 68632

1937 N Chestnut Street

Wahoo, NE 68066

Docusign Envelope ID: A2EABFB6-0934-4110-A0CA-C331F1DB5942

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of David City, Nebraska [Owner] owns and operates the water distribution system that serves the businesses/residents of the community. The Owner desires to install a new water main along North 6th Street, from I Street to O Street to separate existing combined water services and provide improved system performance. In addition, the city desires to replace various existing 2" water lines and shared water service lines in the area between O Street and N Street and between 5th Street and 9th Street along with a replacement water main along N Street from 5th Street to 7th Street. The design of the water main replacements shall generally include replacement, separation and/or reconnection of water services, connections to existing intersecting water mains, installation of appurtenances such as hydrants and valves, and site restoration.

The Owner also desires to install a dedicated water treatment plant (WTP) backwash forcemain to provide relief to the existing sanitary sewer system. This improvement will allow WTP backwash discharge flows to bypass a sanitary sewer segment that was constructed with a flatter slope than typical and has been observed to be operating near capacity. The proposed backwash forcemain will connect to the discharge point at the water treatment plant and follow S. 11th Street to a sewer manhole located adjacent to 11th Street between Bemis Drive and Nebraska Street. Design of the backwash forcemain shall generally include alignment of the forcemain, coordination of separation requirements with other utilities, connection to the existing backwash discharge pipe, installation of appurtenances, and site restoration.

The work to be performed by the Engineer shall include the preparation of contract documents, technical specifications, and drawings detailing the necessary work, services, and materials necessary to construct the project. The Engineer will also provide bidding assistance, construction administration, and part-time construction observation during the construction of the project.

The improvements will be constructed by a Contractor under a separate construction contract with the Owner, which will be awarded through a formal bidding process. It is anticipated that there will be one [1] contract with a Prime Contractor to complete the work. It is assumed that the project will be funded via local sales tax.

BASIC SERVICES (LUMP SUM)

PROJECT MANAGEMENT:

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - 1. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
 - 2. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - 3. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
 - 4. Review billed hours by the design team and prepare invoice statements for the Owner.

Docusign Envelope ID: A2EABFB6-0934-4110-A0CA-C331F1DB5942

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

5. Work with design disciplines to identify potential risks and how to mitigate those risks.

PRELIMINARY DESIGN PHASE:

Topographic Survey:

- A. Following confirmation by the Owner, topographic survey of the project corridors will be completed. The topographic survey to include:
 1. Establish vertical and horizontal control on the State Plane coordinate system near the project areas.
 2. Schedule utility location information [a One-Call utility locate request will be made]and incorporate on the preliminary plans [gas, telephone electric, water, sanitary sewer, communications, etc.].
 3. Incorporate electronic plans provided by third-party utilities into the project drawings if furnished and not marked in the field.
 4. Conduct a topographic survey of the proposed water main and backwash forcemain routes.
 5. Survey the locations of all physical features along the proposed routes [concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, utility locates, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, buildings, trees and landscaping, etc.].
 6. Create an electronic drawing illustrating elevations, site features, water, sanitary sewer, stormwater collection and discharge points, electrical service, and other appurtenances in AutoCAD.

30% Design Process:

- A. Attend and facilitate a project Initiation/kickoff meeting with the Owner/Owner's representatives to review the project scope, schedule, and project requirements. Confirm with the Owner and designated staff the proposed routes and preferred side of the street for the water main and backwash forcemain alignments. **[1 Meeting]**
- B. Develop preliminary water main alignments for North 6th Street from I Street to O Street and the replacement mains for the existing 2" lines between O Street and N Street and between 5th Street and 9th Street along with a replacement water main along N Street from 5th Street to 7th Street.
- C. Develop the preliminary backwash forcemain alignment from the water treatment plant to the receiving manhole located adjacent to 11th Street between Bemis Drive and Nebraska Street.
- D. Prepare 30% drawings and opinion of probable construction cost for the alignments. The 30% drawings to include the following:
 1. Cover Sheet
 2. Symbols Sheet
 3. Water Main Plan Sheets [No Profiles]
 4. Backwash Forcemain Plan Sheets [No Profiles]
 5. Detail Sheet(s)
- E. Conduct an internal 30% QA/QC of the project documents and incorporate necessary revisions.
- F. Provide 30% drawings and opinion of probable construction cost to the Owner in advance of the 30% design review meeting.

Docusign Envelope ID: A2EABFB6-0934-4110-A0CA-C331F1DB5942

Exhibit A

**JEO Consulting Group, Inc.
SCOPE OF SERVICES**

- G. Attend and facilitate a 30% design review meeting, including plan-in-hand review at the project site, with the Owner to review the project documents and details. **[1 Meeting]**
- 60% Design Process:
- A. Revise drawings following receipt of 30% review comments from internal QA/QC and comments from 30% design review meeting and plan-in-hand with the Owner.
 - B. Prepare 60% drawings, technical specifications, and opinion of probable construction cost for the selected water main alignment. The 60% drawings to include the following:
 - 1. Cover Sheet
 - 2. Symbols Sheet
 - 3. Project Location Sheet
 - 4. Control Sheet
 - 5. Water Main Plan and Profile Sheets
 - 6. Backwash Forcemain Plan and Profile Sheets
 - 7. Detail Sheet(s)
 - C. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
 - D. Provide 60% drawings, technical specifications, and opinion of probable construction cost to the Owner for review and comment. No in person meeting is planned.

FINAL DESIGN AND PERMITTING PHASE:

- 90% Design Process:
- A. Revise drawings following receipt of 60% review comments from internal QA/QC and comments from the Owner.
 - B. Prepare 90% drawings, front end specifications, technical specifications, and opinion of probable construction cost for the selected alignments. The 90% drawings to include the following:
 - 1. Cover Sheet
 - 2. Symbols Sheet
 - 3. Project Location Sheet
 - 4. Control Sheet
 - 5. Water Main Plan and Profile Sheets
 - 6. Backwash Forcemain Plan and Profile Sheets
 - 7. Detail Sheet(s)
 - C. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
 - D. Provide 90% drawings, technical specifications, and opinion of probable construction cost to Owner in advance of the 90% design review meeting.
 - E. Attend and facilitate a 90% design review meeting with the Owner to review project documents and details. **[1 Meeting]**

Design Finalization and Permitting:

- A. Revise drawings and technical specifications following receipt of 90% review comments from internal QA/QC and comments from 90% design review meeting with the Owner.
- B. Prepare final plans, technical specifications, bidding and contract documents, and opinion of probable construction cost.
- C. Conduct and internal final QA/QC of the project documents and incorporate necessary revisions.

Docusign Envelope ID: A2EABFB6-0934-4110-A0CA-C331F1DB5942

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- D. Create final drawings and specifications package and sign and seal by engineers and a coordinating professional all registered in the State of Nebraska.
- E. Provide final drawings, specifications, bidding and contract documents, and opinion of probable construction cost to the Owner.
- F. Attend a Council Meeting to present the final plans and specifications. **[1 Meeting]**
- G. Develop a Storm Water Pollution Prevention Plan [SWPPP] to consist of site plans illustrating the locations of best management practices [BMP's], details for the installation of the BMP's, and a manual that includes procedures, documentation, and monitoring of the SWPPP.
- H. Coordinate the Owner's signature and submit a Notice of Intent [NOI] to NDWEE to obtain an NPDES Storm Water Permit. Owner to pay all permit fees.
- I. Following confirmation from the Owner, submit final drawings and specifications to NDWEE for review, approval, and issuance of construction permits. Owner to pay all review fees.

BIDDING AND NEGOTIATION PHASE:

- A. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- B. Respond to inquiries from prospective bidders and prepare any addenda required.
- C. Assist the Owner in securing construction bids for the project.
- D. Assist the Owner at the bid opening. **[1 Meeting]**
- E. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- F. Prepare and submit necessary information to the Owner for project award approval.
- G. Attend a Council meeting to review bids received and make a formal recommendation of award to the Owner. **[1 Meeting]**
- H. Prepare contract documents for execution by the Contractor and the Owner, and approval by the Owner's legal and insurance counsel.

CONSTRUCTION ADMINISTRATION PHASE:

The lump sum fee for these services assumes an eight [8]-month construction schedule that occurs in 2026/2027.

- A. Schedule and conduct a pre-construction meeting. **[1 Meeting]**
- B. Assist the Owner with securing quotes for a geotechnical engineer to complete soil and concrete testing.
- C. Review soil and concrete testing results, as needed. Testing costs to be paid for by the Owner.
- D. Review water main testing results provided by the Contractor as required by the contract documents.
- E. Review backwash forcemain testing results provided by the Contractor as required by the contract documents.
- F. Provide interpretation of the plans and specifications, when necessary.
- G. Review shop drawings and related data supplied by the Contractor.

Docusign Envelope ID: A2EABFB6-0934-4110-A0CA-C331F1DB5942

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- H. Provide horizontal and vertical control and survey staking for the water main and backwash forcemain staking shall be limited to five [5] trips.
 - 1. Water main and backwash forcemain alignments to be staked at 100-foot intervals including stakes for all valves, fittings, and hydrants.
 - 2. No grades shall be staked for the water main or backwash forcemain.
- I. Review the Contractor's payment estimates and provide to the Owner for review and approval.
- J. Review change order requests, if necessary, and provide to the Owner for review and approval.
- K. Consult with and advise the Owner during construction.
- L. Schedule and conduct four [4] construction progress meetings. **[4 Meetings]**
- M. Attend up to three [3] City Council meetings during construction to provide City Council updates and assistance with pay applications, change orders, etc. It is assumed that the construction progress meetings will be scheduled on the same day as the City Council meeting. **[3 Meetings]**
- N. Conduct a final inspection of the project with the Contractor and Owner to ensure all components of the project have been completed and are acceptable to all parties prior to final payment.
- O. Prepare a final punch-list of outstanding items needing completion prior to finalization of the project based on field observations and review by Resident Project Representative, Owner, and Contractor.
- P. Attend one meeting to recommend to the Owner the substantial completion the project and complete the necessary certificate[s]. This recommendation[s] will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor[s] have completed their contracts in substantial compliance with the plans, specifications, and contract documents. **[1 Meeting]**
- Q. Compile record drawings and submit to NDWEE along with notice of completion.

POST CONSTRUCTION PHASE:

The lump sum fee for these services assumes the work to occur within 12 months of construction final completion. It is assumed that this work will take place in 2027.

- A. Obtain as-built location and elevation data from Contractor and incorporate into record drawings. No survey verification of the Contractor data included.
- B. Provide record drawings reflecting improvements as constructed. Furnish to the Owner three [3] paper copies and one digital copy of the as-built record drawings.
- C. Utilize collected record drawings and incorporate improvements into the Owner's existing GIS system.
- D. Compile record drawings and submit to NDWEE along with notice of completion.
- E. Schedule and facilitate an 11-month warranty walkthrough with the Owner, if necessary.
- F. Provide a warranty list to the Contractor and make up to two [2] site visits to confirm items are addressed, if necessary.

Docusign Envelope ID: A2EABFB6-0934-4110-A0CA-C331F1DB5942

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

BASIC SERVICES (HOURLY)

CONSTRUCTION OBSERVATION PHASE:

The estimated hourly fee for these services assumes 22 weeks of active construction and an average of part-time inspection of 15 hours per week.

- A. JEO will furnish a part-time Resident Project Representative [RPR] to observe construction progress and quality of the work.
- B. The duties and responsibilities of the RPR are described as follows:
 - 1. Review of the Contractor's work for general compliance with the plans and specifications.
 - 2. Complete Construction Observation Reports when on site.
 - 3. Coordinate pay quantities with Contractor and Engineer.
 - 4. Review of materials delivered to the site for specification compliance.
 - 5. Assist the Engineer in providing interpretation of the plans and specifications to the Contractor.
 - 6. Direct the Contractor to maintain stormwater best management practices [BMPs] as designed and confirm Contractor's erosion control measures are appropriate for site conditions.
 - 7. Review and coordinate materials testing by assigned testing firm, if applicable.
 - 8. Compile records for use in preparing record drawings.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Project Kickoff Meeting [1 Meeting]
- B. 30% Design Review Meeting and Plan-in-Hand [1 Meeting]
- C. 90% Design Review Meeting [1 Meeting]
- D. Council Presentation of Final Design Documents [1 Meeting]
- E. Bid Opening [1 Meeting]
- F. City Council Update on Bid Results/Award of Contracts [1 Meeting]
- G. Preconstruction Meeting [1 Meeting]
- H. Construction Progress Meetings [4 Meetings]
- I. City Council Updates on Construction Progress [3 Meetings]
- J. City Council Recommendation of Substantial Completion [1 Meeting]

ESTIMATED TIME FRAME:

- A. Preliminary Design Phase – 150 days from effective date of agreement.
- B. Final Design Phase – 90 days from Council review of preliminary plans.
- C. Bidding Phase – Estimated 60 days from Council authorization to bid the project
- D. Construction Phase – Estimated to be 240 days.
- E. Post Construction Phase – Following final completion of the project

Docusign Envelope ID: A2EABFB6-0934-4110-A0CA-C331F1DB5942

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

ADDITIONAL SERVICES [NOT INCLUDED, BUT CAN BE INCLUDED UPON REQUEST]:

- A. WaterCAD modeling of the water system or services to evaluate additional alternatives.
- B. Attendance at any additional meetings not identified in the scope of services.
- C. Preparation of grant or loan applications in connection with the project.
- D. Davis-Bacon Wage Rate administration review services.
- E. Preparation of wetland delineations, environmental assessments, impact studies, or similar studies.
- F. Zoning regulations review or modifications necessary for the proposed improvements included in this project.
- G. Land acquisition services and/or preparation of easement documents.
- H. Floodplain, Stormwater, USACE 404/408, or any other permitting, not outlined in the scope of services.
- I. Installation or maintenance of best management practices (BMP's) corresponding to the implementation of the SWPPP.
- J. Payment of review and/or permitting fees.
- K. Any other item not outlined in the scope of services.

Docusign Envelope ID: A2EABFB6-0934-4110-A0CA-C331F1DB5942

Exhibit B

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

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

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

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

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

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

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

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

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

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

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

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

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

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

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

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

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

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

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 owner, they shall be borne by each party in proportion to its negligence.

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

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

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

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

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

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

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

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

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

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

Council member Keith Marvin made a motion to pass and adopt Resolution No. 18-2025 signing of the Year-End Certification of City Street Form 2025 and approve the Certification of City Street Superintendent. 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

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2025) may result in the suspension of Highway Allocation funds until the documents are filed.

RESOLUTION
SIGNING OF THE
MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
2025

Resolution No. 18-2025

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor ☒ Village Board Chairperson ☐ of David City
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this 27th day of August, 2025 at David City Nebraska.
(Month)

City Council/Village Board Members

<u>Bruce Meysenburg</u>	<u>James Angell</u>
<u>Keith Marvin</u>	
<u>Kevin Woita</u>	
<u>Rick Holland</u>	
<u>Jeremy Abel</u>	

City Council/Village Board Member Keith Marvin
Moved the adoption of said resolution
Member Bruce Meysenburg Seconded the Motion
Roll Call: 6 Yes 0 No 0 Abstained 0 Absent
Resolution adopted, signed, and billed as adopted.

Attest:

Jami L Comte
(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2025) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2025**

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

hereby certifies that it:

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

Amelia J. Miller
Signature of Mayor ☒ Village Board Chairperson ☐ (Required)

8-27-25

(Date)

Signature of City Street Superintendent (Optional)

(Date)

Return the completed original signing resolution and annual certification of program compliance by October 31, 2025 to:

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



Council member Bruce Meysenburg made a motion to approve lowering the requested tax levy amount from .50 cents to .474 cents. 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 table the Best Care Employee Assistance Program to the September 10th City Council meeting. 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 Bruce Meysenburg made a motion to enter into closed session to discuss contracts or pending litigation at 7:57 p.m. 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

Mayor Jessica Miller stated, "Now, at 7:57 p.m., we are going into closed session to discuss contracts or pending litigation. Mayor Jessica Miller and all of the Council members went into closed session at 7:57 p.m. City Attorney Michael Sands joined via Zoom.

Council member Kevin Woita made a motion to reconvene in open session at 8:50 p.m. 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

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 8:52 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
August 27, 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 August 27, 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