

CITY COUNCIL PROCEEDINGS

August 11, 2021

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 located at 557 N. 4th Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on August 5, 2021, and an affidavit of the publisher is on file in the office of the City Clerk. The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting. The meeting was held at the City Auditorium due to the COVID-19 pandemic so as to incorporate social distancing strategies. [It is recommended that individuals be kept at least 6 feet apart.]

Present for the meeting were: Mayor Alan Zavodny, Council members Tom Kobus, Pat Meysenburg, John Vandenberg, Kevin Woita and Jessica Miller, City Attorney Joanna Uden, City Administrator Clayton Keller and City Clerk Tami Comte. Council member Bruce Meysenburg was absent.

Also present for the meeting were: Electric Supervisor Pat Hoeft, Interim Water Supervisor Aaron Gustin, Sheriff Tom Dion, Keith Marvin of Marvin Planning Consultants, Inc., Ethan Joy of JEO, Inc., Ed Warholoski, Phil Cook, Shaun Tucker and Will Morris of Bryant, Lincoln.

The meeting opened with the Pledge of Allegiance.

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

Council member Jessica Miller made a motion to approve the minutes of the July 28, 2021 meeting as presented. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Absent, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Pat Meysenburg made a motion to approve payment of the claims as presented. Council Member Jessica Miller seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Absent, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Mayor Zavodny stated that the next agenda item was Committee and Officer's reports.

Mayor Zavodny stated that he would like to know what the infiltration numbers are at the wastewater treatment plant.

Council member Miller asked Electric Supervisor Pat Hoeft about the overtime in their department during July. Electric Supervisor Pat Hoeft informed the council the overtime is from power outages and reconnection of electric services.

City Administrator Clayton Keller said, "With the storm, the wastewater treatment plant did have flooding happen at the headworks building. The water was almost to the window, about ready to come into the building and so they made the decision to break the dam, basically, so they cut out that part of the road around the headworks building to release the water before it got into the headworks building. They called NDEE the next day and made them aware and they said 'Ok, thanks for letting us know', and we called our engineers, Olsson, to let them know what we had done on Sunday."

Mayor Alan Zavodny said, "Also, I wanted to let you know that I authorized rental of a vac unit for about a month at roughly \$4,000 because ours is down and we have to have that with all of the other people coming to do work in town. We've got to have that ready to go."

City Administrator Clayton Keller said, "I realized yesterday that our agreement for the Bruno Water Line expired back in March and us, Bruno and Lower Platte North NRD didn't catch that until this week. So, we have that in the works to get a new agreement. Until then, it will be business as usual. The Natural Resources District will keep paying for the water and we will get the agreement in place in a month or so."

Mayor Zavodny said, "Yeah, I think if we quite sending water to Bruno they might notice."

Council member Jessica Miller made a motion to accept the committee and officer's reports as presented. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Absent, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

Mayor Zavodny stated that the next item on the agenda was consideration of the quotes received for a new basket truck for the electric department.

Electric Supervisor Pat Hoeft introduced himself and said, "We decided to go with the Altec quote from Sourcewell."

Council member Jessica Miller said, "Does it have everything that you want? It's everything that is going to get you by for the next twenty years? These other trucks have lasted past their lifetime, so I'm just asking."

Electric Supervisor Pat Hoeft said, "There will be a ladder rack that will have to be installed after we receive it. It has a bed underneath it and it doesn't matter what style ladder we get to put underneath it."

Council member Jessica Miller said, "You're happy with this one?"

Electric Supervisor Pat Hoeft said, "Yes. The guys were out demoing the one and this one will be very similar to the Altec. They were so impressed to just shoot into a tree to trim it and then rotate the bucket to reach the other side and they didn't have to try to rejack with it."

Council member Kevin Woita said, "This says a year plus for delivery. Is that true?"

Electric Supervisor Pat Hoeft said, "Yes."

Council member Jessica Miller made a motion to approve the quote of Altec for a new basket truck for the Electric Department. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Absent, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 215



Client Proposal

Prepared by:
KACI SCHNEIDER
Office: 816-901-4841
Email: Kaci.schneider@altec.com
Quote ID: 220016-1
Date: 04/12/2021





Prepared by: KACI SCHNEIDER
 04/12/2021

Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 215 | Quote ID: 220016-1

As Configured Vehicle

Code	Description
Base Vehicle	
F5G	Base Vehicle Price (F5G)
Packages	
660A	Order Code 660A includes: - Transmission: TorqShift 10-Speed Automatic Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.
Powertrain	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking. includes: - Dual 78-AH 750 CCA Batteries
44G	Transmission: TorqShift 10-Speed Automatic Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.
X8L	Limited Slip w/4.88 Axle Ratio
68M	GVWR: 19,500 lb Payload Plus Upgrade Package Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RC/GAWR to 14,700. Note: See Order Guide Supplemental Reference for further details on GVWR.
Wheels & Tires	
TGM	Tires: 225/70Rx19.5G BSW Traction Includes 4 traction tires on the rear and 2 A/P tires on the front.
64Z	Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included.
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



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Price Level: 215 | Quote ID: 220016-1

As Configured Vehicle (cont'd)

Code	Description
Other Options	
PAINT	Monotone Paint Application
169WB	169" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. Includes: - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.
90L	Power Equipment Group Deletes passenger side lock cylinder. Includes upgraded door-trim panel. Includes: - Accessory Delay - Advanced Security Pack Includes SecurILock Passive Anti-Theft System (PATS) and inclination/intrusion sensors. - Folding Trailer Tow Mirrors w/Power Heated Glass Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals. - MyKey Includes owner controls feature. - Power Front Side Windows Includes 1-touch up/down driver/passenger window. - Power Locks - Remote Keyless Entry
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR Includes upgraded front axle and max 7,500 lbs. Front springs/GAWR rating for configuration selected. (incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.
473	Snow Plow Prep Package Highly recommended for max power output. Includes pre-selected springs (see order guide supplemental reference for springs/GAWR of specific vehicle configurations). Note 1: Restrictions apply. See supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engines.
63C	Aft-Axle Frame Extension 32.4" aft-of-axle frame extension increases AF dimension to 79.6"
41H	Engine Block Heater
62R	Transmission Power Take-Off Provision Includes transmission mounted live drive and stationary mode PTO.
98R	Operator Commanded Regeneration
67B	397 Amp Alternator
63A	Utility Lighting System Includes LED side-mirror spotlights.

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As Configured Vehicle (cont'd)

Code	Description
52B	Trailer Brake Controller Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.
153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.

Fleet Options

525	Steering Wheel-Mounted Cruise Control (LPO) Requires valid FIN code.
942	Daytime Running Lamps (DRL) (LPO) Requires valid FIN code. <i>The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable.</i>

Emissions

425	50-State Emissions System
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Interior Color

AS_01	Medium Earth Gray
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Exterior Color

Z1_01	Oxford White
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Price Level: 215 | Quote ID: 220016-1

Selected Equip & Specs

Dimensions

- * Exterior length: 287.2"
- * Exterior width: 80.0"
- * Wheelbase: 169.0"
- * Rear track: 74.0"
- * Rear tire outside width: 93.9"
- * Front legroom: 43.9"
- * Front hiproom: 62.5"
- * Passenger volume: 64.6cu.ft.
- * Maximum cargo volume: 11.6cu.ft.
- * Cab to axle: 84.0"
- * Exterior height: 81.7"
- * Front track: 74.8"
- * Turning radius: 24.2'
- * Min ground clearance: 8.3"
- * Front headroom: 40.8"
- * Front shoulder room: 66.7"
- * Cargo volume: 11.6cu.ft.

Powertrain

- * Powerstroke 330hp 6.7L OHV 32 valve
Intercooled turbo V-8 engine with diesel direct
injection
- * federal
- * Rear-wheel drive
- * Fuel Economy Cty: N/A
- * Transmission PTO provision
- * Recommended fuel : diesel
- * TorqShift 10 speed automatic transmission with
overdrive
- * Limited slip differential
- * Fuel Economy Highway: N/A

Suspension/Handling

- * Front Mono-beam non-independent suspension with
anti-roll bar, HD shocks
- * Firm ride Suspension
- * Front and rear 19.5 x 6 argent steel wheels
- * Dual rear wheels
- * Rear DANA 130 rigid axle leaf spring suspension
with anti-roll bar, HD shocks
- * Hydraulic power-assist re-circulating ball Steering
- * Front LT225/70SR19.5 GBSW AS rear
LT225/70SR19.5 G BSW AT

Body Exterior

- * 2 doors
- * Turn signal indicator in mirrors
- * Black bumpers
- * Clearcoat paint
- * 2 front tow hook(s)
- * Driver and passenger power remote heated,
manual folding door mirrors with turn signal
indicator
- * Black door mirrors
- * Trailer harness
- * Front and rear 19.5 x 6 wheels

Convenience

- * Manual air conditioning with air filter
- * Cruise control with steering wheel controls

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Selected Equip & Specs (cont'd)

- Power front windows
- Driver and passenger 1-touch down
- Manual tilt steering wheel
- Day-night rearview mirror
- 911 Assist emergency SOS
- AppLink smart device integration
- Front cupholders
- Driver and passenger door bins

- Driver and passenger 1-touch up
- Remote power door locks with 2 stage unlock and illuminated entry
- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Passenger visor mirror
- Upfitter switches

Seats and Trim

- Seating capacity of 3
- 4-way driver seat adjustment
- 4-way passenger seat adjustment

- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest with storage

Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio

- SYNC external memory control
- 4 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Light tinted windows
- Tachometer
- Outside temperature display
- Trip odometer

- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Compass
- Trip computer

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- Power remote door locks with 2 stage unlock and panic alarm
- MyKey restricted driving mode

- Brake assist
- Driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Remote activated perimeter/approach lighting
- Security system with SecuriLock Immobilizer
- Manually adjustable front head restraints

Dimensions

General Weights

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Selected Equip & Specs (cont'd)

• Curb	7,561 lbs.	• GVWR	19,500 lbs.
• Payload	12,000 lbs.		

Front Weights

• Front GAWR	7,500 lbs.	• Front curb weight	4,442 lbs.
• Front axle capacity	7,500 lbs.	• Front spring rating	7,500 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

• Rear GAWR	14,706 lbs.	• Rear curb weight	3,119 lbs.
• Rear axle capacity	14,706 lbs.	• Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	• Brake controller	Yes
Trailer sway control	Yes		

General Trailering

• 5th-wheel towing capacity	23900 lbs.	• Gooseneck towing capacity	23900 lbs.
Towing capacity	18340 lbs.	• GCWR	32500 lbs.

Fuel Tank type

Capacity	40 gal.
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Off Road

Min ground clearance	8 "
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Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
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Rear Frame

Height loaded	29 "	Height unloaded	34 "
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Powertrain

Engine Type

• Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
• Ignition	Compression	• Injection	Diesel direct injection
• Liters	6.7L	Orientation	Longitudinal
• Recommended fuel	Diesel	• Valves per cylinder	4
Valvetrain	OHV	• Forced induction	Intercooled turbo

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Selected Equip & Specs (cont'd)

Engine Spec

• Bore	3.90"	• Compression ratio	15.8:1
• Displacement	406 cu.in.	• Stroke	4.25"

Engine Power

SAEJ1349 AUG2004 compliant	Yes	• Output	330 HP @ 2,600 RPM
• Torque	825 ft.-lb @ 2,000 RPM		

Alternator

• Type	Dual	• Amps	397
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Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	• Type	Dual

Engine Extras

• Block heater	Yes
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Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.616
Reverse Gear ratios	4.866		

Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty	• PTO provision	Yes

Drive Type

Type	Rear-wheel
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Drive Feature

• Limited slip differential	Mechanical	Traction control	Driveline
• Power take-off provision	Yes		

Drive Axle

Ratio	4.88
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Selected Equip & Specs (cont'd)

<i>Exhaust</i>			
Material	Stainless steel	System type	Single
<i>Emissions</i>			
CARB	Federal		
<i>Fuel Economy</i>			
* Fuel type	Diesel		
<i>Engine Retarder</i>			
* Type	Yes		
Driveability			
<i>Brakes</i>			
ABS Type	4-wheel 4-wheel disc	ABS channels Vented discs	3 Front and rear
<i>Brake Assistance</i>			
Brake assist	Yes		
<i>Suspension Control</i>			
Ride	Firm		
<i>Front Suspension</i>			
Independence	Mono-beam non-independent	Anti-roll bar	Regular
<i>Front Spring</i>			
Type	Coil	* Grade	HD
<i>Front Shocks</i>			
Type	HD		
<i>Rear Suspension</i>			
* Independence	DANA 130 rigid axle	Type	Leaf
Anti-roll bar	Regular		
<i>Rear Spring</i>			
Type	Leaf	Grade	HD
<i>Rear Shocks</i>			
Type	HD		
<i>Steering</i>			
Activation	Hydraulic power-assist	Type	Re-circulating ball
<i>Steering Specs</i>			

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Selected Equip & Specs (cont'd)

of wheels 2

Exterior

<i>Front Wheels</i>					
Diameter	19.5"	Width	6.00"		
<i>Rear Wheels</i>					
Diameter	19.5"	Width	6.00"		
Dual	Yes				
<i>Front and Rear Wheels</i>					
Appearance	Argent	Material	Steel		
<i>Front Tires</i>					
Aspect	70	Diameter	19.5"		
Sidewalls	BSW	Speed	S		
Tread	AS	Type	LT		
Width	225mm	LT load rating	G		
RPM	647				
<i>Rear Tires</i>					
Aspect	70	Diameter	19.5"		
Sidewalls	BSW	Speed	S		
• Tread	AT	Type	LT		
Width	225mm	LT load rating	G		
• RPM	645				
<i>Wheels</i>					
Front track	74.8"	Rear track	74.0"		
Turning radius	24.2'	Wheelbase	169.0"		
Rear tire outside width	93.9"				
<i>Body Features</i>					
• Front license plate bracket	Yes	Front splash guards	Yes		
Body material	Aluminum	Side impact beams	Yes		
Front tow hook(s)	2				
<i>Body Doors</i>					
Door count	2				
<i>Exterior Dimensions</i>					
• Length	287.2"	Body width	80.0"		
Body height	81.7"	Cab to axle	84.0"		
• Axle to end of frame	79.6"	Frame section modulus	12.7cu.in.		

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Selected Equip & Specs (cont'd)

Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	• Cab to end of frame	163.6"
Front bumper to back of cab	123.7"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st row		Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

Seatbelt

Height adjustable	Front
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Security

• Immobilizer	SecuriLock	• Panic alarm	Yes
• Restricted driving mode	MyKey		

Seating

Passenger Capacity

Capacity	3
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Front Seats

Split	40-20-40	Type	Split-bench
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Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable
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Front Armrest

Centre	Yes	Storage	Yes
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Front Seat Trim

Material	Vinyl	Back material	Vinyl
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Convenience

AC And Heat Type

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Selected Equip & Specs (cont'd)

Air conditioning	Manual	Air filter	Yes
Audio System			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC
Audio Speakers			
Speaker type	Regular	Speakers	4
Audio Controls			
Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		
Audio Antenna			
Type	Fixed		
LCD Monitors			
1st row	2	Primary monitor size (inches)	4.2
Cruise Control			
• Cruise control With steering wheel controls			
Convenience Features			
• Retained accessory power	Yes	12V DC power outlet	3
Emergency SOS	911 Assist	Wireless phone connectivity	Bluetooth
Smart device integration	App link	Uplifter switches	Yes
Door Lock Activation			
• Type	Power with 2 stage unlock	• Remote	Keyfob (all doors)
• Integrated key/remote	Yes		
Door Locks Extra FOB Controls			
Remote engine start	Smart device only		
Instrumentation Type			
Appearance	Analog		
Instrumentation Gauges			
Tachometer	Yes	Engine temperature	Yes
• Turbo/supercharger boost	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		
Instrumentation Warnings			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes

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Price Level: 215 | Quote ID: 220016-1

Selected Equip & Specs (cont'd)

Brake fluid			Yes		
<i>Instrumentation Displays</i>					
Clock	In-radio display	Compass	Yes		
Exterior temp	Yes	Systems monitor	Yes		
<i>Instrumentation Feature</i>					
Trip computer	Yes	Trip odometer	Yes		
<i>Steering Wheel Type</i>					
Material	Urethane	Tilting	Manual		
Telescoping	Manual				
<i>Front Side Windows</i>					
*Window 1st row activation	Power				
<i>Window Features</i>					
*1-touch down	Driver and passenger	*1-touch up	Driver and passenger		
Tinted	Light				
<i>Front Windshield</i>					
Wiper	Variable intermittent				
<i>Rear Windshield</i>					
Window	Fixed				
Interior					
<i>Passenger Visor</i>					
Mirror	Yes				
<i>Rear View Mirror</i>					
Day-night	Yes				
<i>Headliner</i>					
Coverage	Full	Material	Cloth		
<i>Floor Trim</i>					
Coverage	Full	Covering	Vinyl/rubber		
<i>Trim Feature</i>					
Gear shifter material	Urethane	Interior accents	Chrome		
<i>Lighting</i>					
Dome light type	Fade	Front reading	Yes		
*Illuminated entry	Yes	Variable IP lighting	Yes		
<i>Storage</i>					

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Prepared by: KACI SCHNEIDER
 04/12/2021

Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 215 | Quote ID: 220016-1

Selected Equip & Specs (cont'd)

• Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	• Passenger door bin	Yes
Illuminated	Yes	Instrument panel	Covered bin
Dashboard	Yes		
Legroom			
Front	43.9"		
Headroom			
Front	40.8"		
Hip Room			
Front	62.5"		
Shoulder Room			
Front	66.7"		
Interior Volume			
Passenger volume	64.6 cu.ft.		

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Warranty

Standard Warranty

<i>Basic</i>			
Distance	36,000 miles	Months	36 months
<i>Powertrain</i>			
Distance	60,000 miles	Months	60 months
<i>Corrosion Perforation</i>			
Distance	Unlimited miles	Months	60 months
<i>Roadside Assistance</i>			
Distance	60,000 miles	Months	60 months

Additional Warranty

<i>Diesel Engine</i>			
Distance	100,000 miles	Months	60 months

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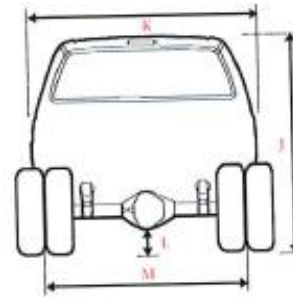
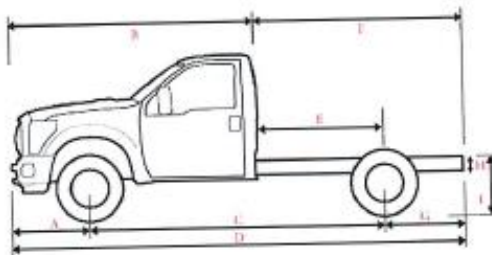
Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 215 | Quote ID: 220016-1

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	123.70 in.
C	Wheelbase (WB)	169.00 in.
D	Overall Length (OAL)	287.20 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	163.60 in.
G	Rear Axle to End of Frame (AF)	79.60 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.00 in.
I	Rear Frame Height Loaded	28.60 in.
J	Cab Height	81.70 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.30 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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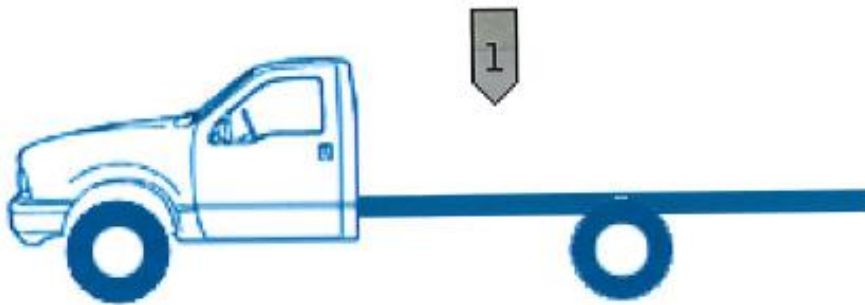
Prepared by: KACI SCHNEIDER
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2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 215 | Quote ID: 220016-1

Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,442 lbs	3,119 lbs	7,561 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	300 lbs	150 lbs	450 lbs
1 Max Payload - (Max Payload)	2,758 lbs	8,731 lbs	11,489 lbs
TOTAL	7,500 lbs	12,000 lbs	19,500 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	7,500 lbs	14,706 lbs	19,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,500 lbs	15,000 lbs	
Axle	7,500 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

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Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.70	15.00 %	58.37 %
Start grade capability in reverse	4.87	15.00 %	60.49 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	10.63 %
Maximum grade in 9th gear	0.69	3.00 %	8.58 %
Maximum grade in 10th gear	0.62	3.00 %	7.67 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	97 mph
<i>To meet your requirement you need a maximum axle ratio of 6.28</i>			
Top Speed on 3.0% grade		55 mph	
<i>To meet your requirement you need a maximum of 122 hp</i>			
Cruise Speed		60 mph	71 mph
Engine RPM at desired cruise speed			1,939 rpm

Variables in Use

Rear axle ratio:	4.88/4.88	Governed RPM:	3,120 rpm
Tire size:	225/70R19.5 (645 rev/mile)	Frontal Area:	40.39 Sq.Ft.
Gross Vehicle Weight (GVW):	19,500 lbs	Cruising RPM	2,300 rpm
Clutch engagement torque:	412 ft.lbs.	Worst road surface	Typical Highway
Torque conversion ratio:	2.00	Final Drive Ratio:	0.62
Peak engine torque:	825 ft.lbs.	Drag Coefficient	0.80
Engine Power:	330 hp @ 2,600 rpm		

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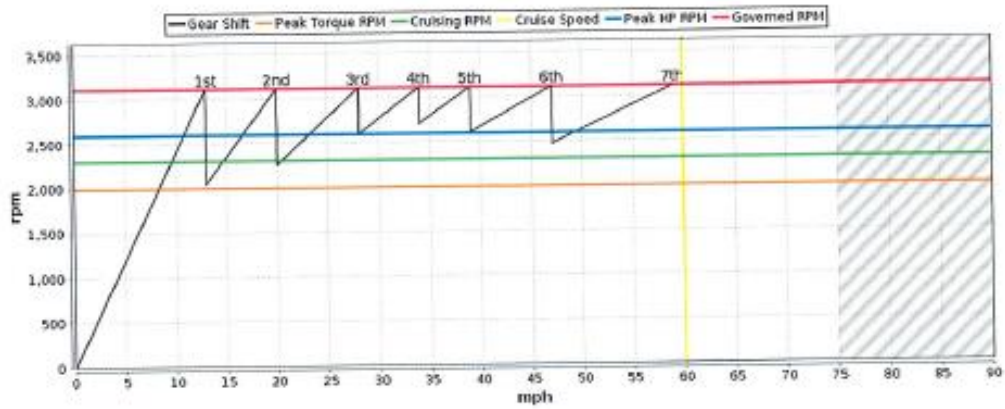
Vehicle Dimension and Performance Summary (cont'd)

Shift Chart

Shift Chart displays mathematical geared speed.

Diesel engines use Governed RPM for shift points.

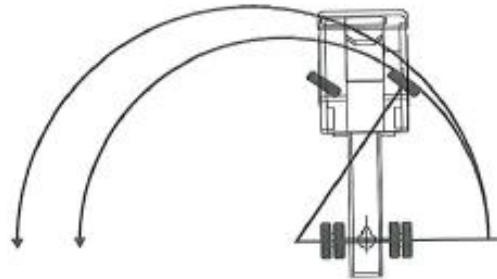
Gas engines use Peak Torque RPM for shift points.



Turning Radius

Turning Radius

24.25 ft



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Quote Number: 941157
 Opportunity Number: 1644975
 Sourcewell Contract #: 012418-ALT
 Date: 7/6/2021

Quoted for: City of David
 Customer Contact:
 Phone: 716/21 / Email:
 Quoted by: Nick Adcock
 Phone: 919-529-3582 / Email: nick.adcock@altec.com
 Altec Account Manager: Blair Nutzman

REFERENCE ALTEC MODEL	Sourcewell Price
AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41' \$140,675

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

		Sourcewell Price
1	AT41M-AWD All Wheel Drive	\$5,339
2	AT41M-US48M Articulating telescopic Aerial Device with Material Handling (insulating lower arm) with 48' boom boom height (AT48M)	\$5,753
3	AT41M-US41P Non-Material Handling Platform (AT41P)	-\$2,146
4		

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

		Sourcewell Price
1	spot8 Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	\$1,582
2	sl COMPARTMENT LIGHTS in Body Compartments - Strip LED (Per Compartment)	\$1,120
3		
SOURCEWELL OPTIONS TOTAL:		\$152,323

(B.) OPEN MARKET ITEMS (Customer Requested)

		Sourcewell Price
1	UNIT platform elevator, platform lighting, throttle control	\$5,036
2	UNIT & HYDRAULIC ACC	
3	BODY	
4	BODY & CHASSIS ACC	
5	ELECTRICAL cargo light	\$176
6	FINISHING	
7	CHASSIS	
8	OTHER	
OPEN MARKET OPTIONS TOTAL:		\$5,212

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$157,535
 Delivery to Customer at \$2.20 / mile: \$2,868
TOTAL FOR UNIT/BODY/CHASSIS: \$160,403

(C.) ADDITIONAL ITEMS (Items are not included in total above)

		Sourcewell Price
1	**Option 2 man platform-CAN NOT INSTALL ELEVATOR WITH 2 MAN** price includes removal of elevator	-\$1,041
2	** OPTION F600 chassis**ADDER	\$3,000
3		
4		

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified
WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.
TO ORDER: To order, please contact the Altec Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: No later than 390-420 days ARO, FOB Customer Location
TERMS: Net 30 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
TRADE-IN: Please ask your Altec Account Manager for more information
BUILD LOCATION: Creedmoor, N.C



Quote Number: 941157 - 1
 Altec, Inc.

July 6, 2021
 Our 92nd Year

Ship To:
 CITY OF DAVID CITY
 402 5TH BOX 191
 DAVID CITY NE
 DAVID CITY, NE 68632-0000
 US

Bill To:
 CITY OF DAVID CITY
 402 5TH BOX 191
 DAVID CITY NE
 DAVID CITY, NE 68632-0000
 United States

Attn:
 Phone:
 Email:

Altec Quotation Number: 941157 - 1
Account Manager: Blair M Nutzman
Technical Sales Rep: William Nick Adcock

Item	Description	Qty	Price
	Unit		
1.	Altec Model AT48P Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features: A. Ground to Bottom of Platform Height: 47.5 feet at 6.7 feet from centerline of rotation (14.48 m at 2.04 m) B. Working Height: 52.5 feet (16.00 m) C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 31.2 feet (at 21.9 feet platform height) D. Upper boom extension: 110 inches E. Continuous rotation F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation. G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 33.1 inches of isolation in the upper boom (when retracted and 64.6 inches when extended). I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance. J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. Control Console: Non-tested non-metallic control console plate.	1	

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Quote Number: 941157 - 1
 Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.		
K.	Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000		
L.	Dielectric rating: Category C, 46 kV and below		
M.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
N.	Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.		
O.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation	1	
4.	Platform Mounted Single Handle Controls	1	
5.	No Jib/Winch	1	
6.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
7.	Platform Elevator	1	
8.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
9.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1	
10.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
11.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
12.	Platform Lighting for illumination of platform controls	1	
13.	Throttle Control - Manually increase/decrease chassis engine speed to preset values. Control is captive air operated from the platform and momentary switch operated from the lower controls and curbside at tailshelf.	1	
14.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
15.	Outriggers, Primary, Modified A-Frame, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 112" Spread, Fixed Shoe (AT48M/ME/P/PE/S/SE)	1	
16.	Auxiliary Vertical H Frame Outriggers with fixed shoe. For installation on a 30 to 34 inch	1	

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Quote Number: 941157 - 1
 Altec, Inc.

Item	Description	Qty	Price
	chassis frame height.		
	A. Maximum Spread: 87 inches to the outer edge of shoes		
	B. Outrigger Motion Alarms		
	C. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed		
17.	Altec Unit Powder Painted White	1	
	Unit & Hydraulic Acc.		
18.	Subbase	1	
19.	Electric Outrigger Controls for two (2) sets of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1	
20.	Steel Reservoir, 15 gallon capacity, rectangular, 26" L x 8.5" W x 20" H, and includes breather caps and dipsticks	1	
21.	Temperature Sight Gauge	1	
22.	HVI-22 Hydraulic Oil (Standard).	25	
23.	Standard Pump For PTO	1	
24.	Electric Shifted PTO	1	
25.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
26.	Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis	1	
	Body		
27.	Altec LGSS-132-84 (81) Low-Side General Service Body With Step:	1	
	A. Steel Body		
	B. Steel Structural Channel Crossmembers And Smooth Floor With Ladder-Style Understructure		
	C. 132" Body Length		
	D. 94" Body Width		
	E. 40" Body Compartment Height		
	F. 20" Body Compartment Depth		
	G. 24" From Body Floor To Compartment Tops		
	H. Finish Paint Entire Body Altec White		
	I. Undercoat Applied Under The Body		
	J. 5.5" Drop-In Composite Cargo Retaining Board At Rear Of Body		
	K. 5.5" Drop-In Composite Retaining Board At Top Of Side Access Step		
	L. Stainless Steel Rotary paddle Latches With Locks		
	M. Gas Props On All Vertical Doors		
	N. Chains On All Horizontal Doors		
	O. Standard Master Body Locking System		

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Quote Number: 941157 - 1
 Altec, Inc.

Item	Description	Qty	Price
P.	Hotstick Shelf Extending Full Length Of Body On Streetside		
Q.	Two (2) hotstick brackets installed on street side.		
R.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel		
S.	1st Vertical (SS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
T.	2nd Vertical (SS) - 24" W - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
U.	1st Horizontal (SS) - 50" W - One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment		
V.	Rear Vertical (SS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1)		
W.	1st Vertical (CS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
X.	2nd Vertical (CS) - 24" W - Gripstrut Access Steps With Two (2) Sloped Grab Handles, Vented Battery Storage		
Y.	1st Horizontal (CS) - 50" W - One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers And One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom Of Compartment		
Z.	Rear Vertical (CS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1)		
AA.	Body Floor Cut-Out For AT48M/ME/P/PE Aerial Device Near Center Of Body		
AB.	Steel Tailshelf, 29" L x 94" W, With Rear Cross Storage And Drop Down Doors		

Body and Chassis Accessories

28.	ICC (Underride Protection) Bumper Installed At Rear	1	
29.	Combination 2 Ball (10 000 LB MGTW) and Rigid Pintle Hitch (16 000 LB MGTW with 3 000 LB MVL), 4-Bolt, Buyers BH82000	1	
30.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	1	
31.	Install Counterweight As Needed	1	
32.	Rubber Belted Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
33.	Platform Rest, Rigid with Rubber Tube	1	
34.	Articulating Arm Rest for a Telescopic Unit	1	
35.	Boom Rest for a Telescopic Unit	1	
36.	Manual Boom Stow Securing System Installed on Boom Rest	1	
37.	Wood Outrigger Pad, 19" x 19" x 2.5", With Rope Handle	2	
38.	Outrigger Pad Holder, 20" L x 20" W x 5" H, Fits 19.5" x 19.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
39.	Pendulum Retainers For Outrigger Pad Holders	2	
40.	Mud Flaps With Altec Logo (Pair)	1	
41.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style	1	

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Quote Number: 941157 - 1
 Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Handle (Pair)		
42.	Slope Indicator Assembly (Pair) For Machine With Outriggers	1	
43.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	1	
44.	Driveaway Safety Kit	1	
45.	Vinyl manual pouch for storage of all operator and parts manuals	1	
Electrical Accessories			
46.	Adhesive Strip Lighting, LED, Installed Around Top and Sides of Compartment Door Facings in Body (Installed at Final Assembly)	7	
47.	Compartment Lights Wired To Dash Mounted Master Switch	1	
48.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
49.	Altec Standard Amber LED Strobe Light with Brush Guard -Strobe beacon to be installed on SS and CS front of body on post mount.	2	
50.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear	1	
51.	Strobe Lights Wired Battery Hot	1	
52.	Cargo Light, LED, 4 DIA, Grommet Mounted Install on back side of horizontal on CS.	1	
53.	Remote Spot Light, LED, Permanent Mount with Programmable Wireless Remote - Install Go lights on post mounts outboard of strobes on CS and SS.	2	
54.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
55.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
56.	7-Way Trailer Receptacle (Blade Type) Installed At Rear	1	
57.	Ford Upfitter Switches (Supplied with Chassis)	1	
58.	Power Distribution Module (PDM-10) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system.	1	
59.	Install secondary stowage system.	1	
60.	Install Remote Start/Stop system in Final Assembly.	1	
61.	Install Two Speed Throttle System.	1	
62.	Install Outrigger Interlock System	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
63.	Heavy Duty Secondary Stowage Pump	1	
64.	No Upper Boom Out of Stow Indicator	1	
65.	PTO Indicator Light Installed In Cab	1	
<u>Finishing Details</u>			
66.	Powder Coat Unit Altec White	1	
67.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
68.	Apply Non-Skid Coating to all walking surfaces	1	
69.	English Safety And Instructional Decals	1	
70.	Vehicle Height Placard - Installed In Cab	1	
71.	Placard, HVI-22 Hydraulic Oil	1	
72.	Dielectric test unit according to ANSI requirements.	1	
73.	Stability test unit according to ANSI requirements.	1	
74.	Focus Factory Build	1	
75.	Delivery Of Completed Unit	1	
76.	Inbound Freight	1	
77.	Installation - AT48P	1	
<u>Chassis</u>			
78.	Altec Supplied Chassis	1	
79.	Chassis	1	
80.	2022 Model Year	1	
81.	Ford F550	1	
82.	4x4	1	
83.	84 Clear CA (Round To Next Whole Number)	1	
84.	Regular Cab	1	
85.	Chassis Cab	1	

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 And Opportunity of Serving You
 UTILITY EQUIPMENT AND BODIES SINCE 1929



Quote Number: 941157 - 1
 Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
86.	Dual Rear Wheel	1	
87.	Chassis Wheelbase Length - 169	1	
88.	Ford 6.7L Power Stroke Diesel	1	
89.	Diesel	1	
90.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)	1	
91.	GVWR 19,500 LBS	1	
92.	7,500 LBS Front GAWR	1	
93.	Spring Suspension	1	
94.	14,706 LBS Rear GAWR	1	
95.	Hydraulic Brakes	1	
96.	Park Brake In Rear Wheels	1	
97.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
98.	63C - Aft Axle Frame Extension	1	
99.	98R - Operator Commanded Regeneration (OCR)	1	
100.	No Idle Engine Shut-Down Required	1	
101.	50-State Emissions	1	
102.	Clean Idle Certification	1	
103.	Ford 40 Gallon Fuel Tank (Rear)	1	
104.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1	
105.	AM/FM Radio	1	
106.	Bluetooth	1	
107.	Ford SYNC	1	
108.	Air Conditioning	1	
109.	Cruise Control	1	
110.	Keyless Entry	1	
111.	Power Door Locks	1	
112.	Power Windows	1	
113.	Tachometer	1	
114.	Tilt Steering Wheel	1	

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Quote Number: 941157 - 1
 Altec, Inc.

Item	Description	Qty	Price
115.	Block Heater	1	
116.	Limited Slip Rear Axle	1	
117.	Power Mirrors with Heated Glass	1	
118.	Skid Plate	1	
119.	Snow Plow Package	1	
120.	Trailer Brake Controller (Factory Installed)	1	
121.	Vinyl Split Bench Seat	1	
Additional Pricing			
122.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit / Body / Chassis Total	160,403.00
FET Total	0.00
Total	160,403.00

Altec Industries, Inc.

BY _____

William Nick Adcock

Notes:

1 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

- Outrigger pads (When Applicable)
- Fall Protection System
- Fire extinguisher/DOT kit
- Platform Liner (When Applicable)
- Altec Sentry Training
- Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

2 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing

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UTILITY EQUIPMENT AND BODIES SINCE 1929



Quote Number: 941167 - 1
Altec, Inc.

capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

3 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

4 F.O.B. - Customer Site

5 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

6 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

7 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

8 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

9 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

10 Interest charge of 1/2% per month to be added for late payment.

11 Any payment made by a credit card may be subject to a surcharge fee.

12 Delivery: 330-360 days after receipt of order PROVIDING:

A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact

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Quote Number: 941157 - 1
Altec, Inc.

your Altec representative for an updated delivery commitment.
B. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
C. Customer approval drawings are returned by requested date.
D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
E. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

- 13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

- 14 This quotation is valid until AUG 15, 2021. After this date, please contact Altec Industries, Inc. for a possible extension.
- 15 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 16 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.
- 17 Please direct all questions to Blair M Nutzman at (919) 528-2535

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UTILITY EQUIPMENT AND BODIES SINCE 1929

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Mayor Zavodny stated that the next item on the agenda was consideration of the bids received for the remaining bricks from the Downtown Renovation Project.

Mayor Zavodny said, "We received the bid at the last meeting and one of our concerns was what the agreement was going to be on securing them. Clayton did follow up and found out from them that they were fine with the way we have it. I feel that we should fence off that area and put a sign that says 'any taking of bricks is considered theft' and at least post it."

City Administrator Clayton Keller said, "We've got a sign up like that right now, so what we could do now is put a rope around where the bricks are."

Council member Jessica Miller made a motion to approve the bid from Gavin Bricks to purchase the remainder of the bricks from the Downtown Renovation project. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Absent, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Gavin Historical Bricks
2050 Glendale Rd. Iowa City, IA 52245
(319) 354-5251 phone (319) 688-3086 fax

ADDENDUM

July 21, 2021

City of David City, NE
557 N 4th St.
PO Box 191
David City, NE 68632

To Whom It May Concern:

Please find this letter attached to our bid for the salvage rights to the bricks left over from the City of David City, NE downtown renovation project. We have been in business for over 20 years and have worked with many cities and towns throughout the USA to salvage brick street pavers for reuse. We value these bricks and will ensure they are put to best use in the future. We would like to spread out our bid over 1 year to ensure we are giving the City of David City our best offer. The market for these bricks can be up and down. In addition, the geographic location of these bricks can make it more difficult for us to sell given the currently high transportation rates. With that in mind we are asking for flexibility in the timing for removal and to be able to negotiate in good faith a fair storage rate if necessary. We would gladly make ourselves available to answer any questions by the City during the Council meeting or a later date/time. Thank you for your consideration.

Sincerely,



Mike Gavin – Gavin Historical Bricks
(319) 631-4356 cell

Gavin Historical Bricks
2050 Glendale Rd. Iowa City, IA 52245
(319) 354-5251 phone (319) 688-3086 fax

July 21, 2021

City of David City, NE
557 N 4th St.
PO Box 191
David City, NE 68632

Gavin Historical Bricks (GAVIN) submits the following proposal to the City of David City, NE (CITY):

- 1) GAVIN will pay CITY \$50,000.00 for the salvage rights to the street pavers left over from the downtown renovation project.
- 2) GAVIN will pay a \$25,000.00 deposit immediately upon acceptance by CITY. Remaining \$25,000.00 one year from acceptance by CITY and/or before GAVIN removes any bricks from CITY property.
- 3) CITY will provide space for the pavers to be processed and stored by GAVIN.
- 4) GAVIN will carry a \$1 million dollar liability policy naming CITY as beneficiary while processing on CITY property. A copy of the Certificate of Liability will be provided to the City before starting the project.
- 5) GAVIN requests 2 years time to process and remove bricks from CITY property, after which it is agreed that GAVIN will pay CITY reasonable rent to store bricks on CITY site.

Submitted: 
Mike Gavin – Gavin Historical Bricks

Agreed to: _____
City of David City, NE

Council member Pat Meysenburg made a motion to approve Olsson Letter Agreement Amendment #1 for the Construction Phase Services for the NE 15 Turn Lane Improvements. Council Member Jessica Miller seconded the motion. The motion carried.
Tom Kobus: Yea, Bruce Meysenburg: Absent, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea Yea: 5, Nay: 0, Absent: 1



LETTER AGREEMENT AMENDMENT #1

This AMENDMENT ("Amendment") shall amend and become part of the Letter Agreement for Professional Services dated September 29, 2020 between the City of David City, Nebraska ("Client") and Olsson Associates ("Olsson") providing for professional civil engineering services. Olsson's Scope of Services is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Timple Parkway & NE – 15
David City, Nebraska

Project Description: Construction Phase Services, NE – 15 Turn Lane Improvements
David City, Nebraska 2021

SCOPE OF SERVICES

Olsson shall provide the following civil engineering services to Client (Scope of Services) for the Project:

CONSTRUCTION PHASE SERVICES

ADMINISTRATION **\$4,500.00 Lump Sum Fee**

- 3.1 Olsson shall review shop drawings, samples, equipment information, approval data and other data submitted by the Contractor to determine compliance with the project drawings and specifications.
- 3.2 Olsson shall review and make recommendations to pay requests and change orders.
- 3.3 Olsson shall be available to the Client and Contractor as needed for project questions.
- 3.4 Olsson shall complete a final walk through and revise the project drawings with any changes in the work authorized during construction and shall submit a set of record drawings to the Client indicating such changes upon completion of the Project.

CONSTRUCTION STAKING **\$5,500.00 Lump Sum Fee**

- 3.5 Olsson will perform construction staking services for the Client based on the plans prepared by Olsson. Olsson will coordinate with the Client for scheduling. Two (2) trips have been estimated for turn lane and light pole staking.

OBSERVATION & TESTING **\$29,465.00 Time & Material NTE**

- 3.6 Olsson will provide full time construction observation services based on an assumed construction schedule of six (6) weeks, at 40 hours per week. Olsson will prepare and distribute field reports on a weekly basis.

- 3.7 Olsson will provide laboratory and field-testing services for the project including soil proctors, nuclear density testing, and concrete testing. Testing will be provided at the frequencies as listed within the project specifications.
- 3.8 Olsson shall provide SWPPP inspection services including eight (8) bi-weekly inspections and two (2) storm event inspections.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) according to the Schedule of Fees for those employees performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all its services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: TBD
Anticipated Completion Date: TBD

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement.

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices monthly and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed **Thirty-Nine Thousand, Four Hundred Sixty-Five Dollars (\$39,465.00)**. Upon reaching the Not to Exceed Limit, Owner will be notified, and work will cease until additional agreement is negotiated.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Amendment represents the entire understanding between Client and Olsson with respect to the Project. The Amendment may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Clayton Keller.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By 
Steven Hancock

By 
David Ziska

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF DAVID CITY, NE

By _____
Signature

Print Name _____

Title _____

Dated: _____

Mayor Zavodny stated that the next item on the agenda was consideration of purchasing the Timpte Parkway street sign and light pole.

City Administrator Clayton Keller said, "Timppte has problems with truck drivers that are not from this area missing their street and they want some kind of sign that says 'Here's Timppte'. They were going to try to put a marquee on the side of the highway but since they don't own land on the highway, they couldn't put their marquee on the highway and the state won't let them put it in the right-of-way. So, their next option was to get a really tall and big street sign that says 'Timppte Parkway'. The city helped out a lot with getting the sign ready and after a conversation with Timppte on Monday, they said that would be willing to buy the actual ten-foot sign if we bought the pole and installed it. I thought that was a fine compromise."

Mayor Zavodny said, "This is a promise that we made and one that I feel strongly that we should keep."

Council member Kevin Woita said, "This will not open up any other businesses asking for the same thing down the road, will it?"

Council member Pat Meysenburg said, "I don't think so since Timppte will be paying for the sign."

Council member Kevin Woita said, "They'll pay for the sign but the pole is twelve thousand dollars."

City Administrator Clayton Keller said, "So, we're using the proceeds from the brick sale to cover our portion so we're not spending taxpayer or rate payer dollars on this."

Council member Kevin Woita said, "I just feel that down the line if somebody in the future asks for the same thing that we can't deny them. I have nothing against this. The ten-foot sign, is it ten-foot length or what are the dimensions on it?"

City Administrator Clayton Keller said, "It's thirty-feet tall and it will stick out ten-feet. It will be hard to miss."

Council member Tom Kobus said, "We promised them that so I think we ought to do it."

Council member Jessica Miller said, "At this point, I don't know why we wouldn't do this. They pour a lot back into the community. If this comes up again down the road, we can evaluate how much other companies pour back into the community."

Council member Tom Kobus made a motion to approve purchasing the Timppte Parkway Street Sign and light pole. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Absent, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1



Echo Electric Supply BR 36
 3600 N 25TH ST
 LINCOLN, NE 68521-1212
 402-476-3281
 Fax 402-476-3415



Acknowledgement

ORDER DATE	ORDER NUMBER
06/21/2021	S9026271
PAGE NO.	
1 of 1	

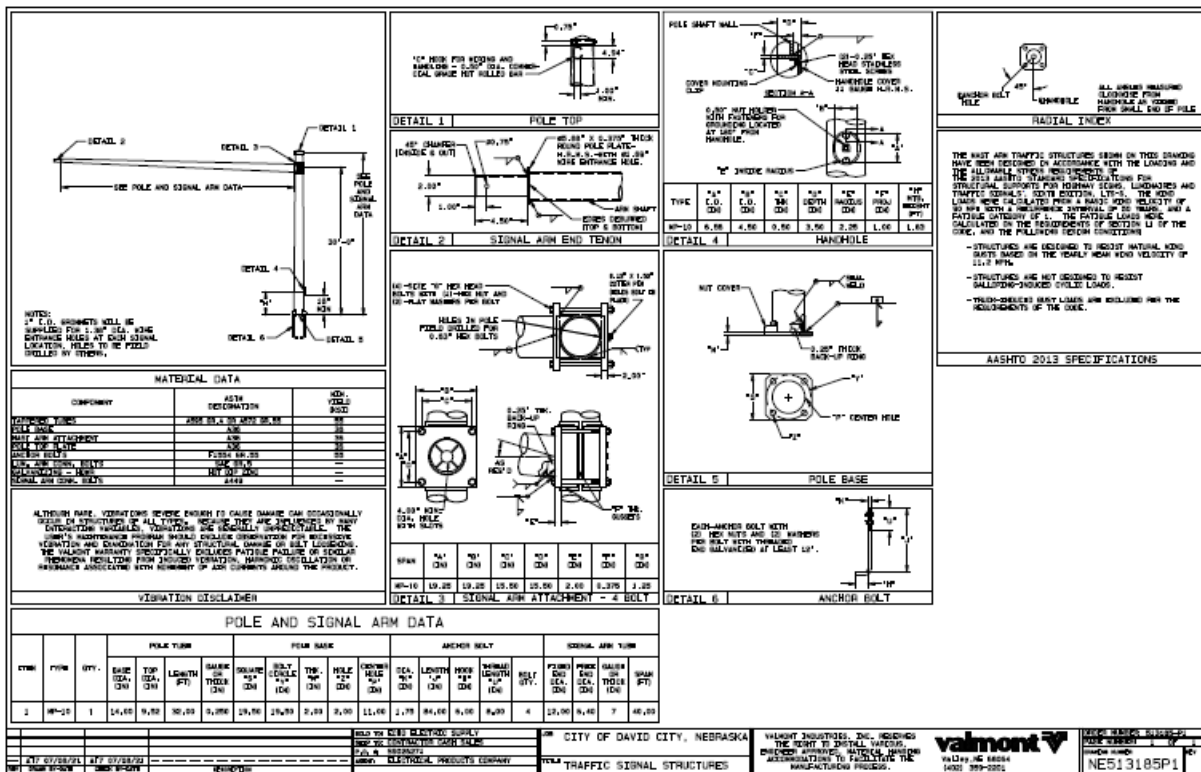
SOLD TO:

SHIP TO:

CITY OF DAVID CITY
 PO BOX 191
 DAVID CITY, NE 68632

CITY OF DAVID CITY
 PO BOX 191
 DAVID CITY, NE 68632

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
58413	Dana Trowbridge		HOUSE	
WRITER	SHIP VIA	TERMS	SHIP DATE	
Gary Wahlstrom 36	BESTWAY	NET DUE ON 25TH	06/21/2021	
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	val MP-10(SPECIAL 30FT MH)-MA TENON-PC-GV-HH-AB VALMONT GALV STEEL 10 FT MAST ARM ONLY SIGNAL POLE, 30FT MT HEIGHT, POLE CAP, HAND HOLE W/ COVER AND AB INCLUDED. MAST AREM WILL HAVE FACTORY INSTALLED TENON SPOKE LOCATED AT END OF 10FT MAST ARM TO ALLOW FOR LED COBRA HEAD TO BE ATTACHED Nonstock - Return by Approval		12689.000/ea	12689.00
			Subtotal	12689.00
			S&H Charges	0.00
			Tax	0.00
			Amount Due	12689.00



Mayor Zavodny stated that the next agenda item was consideration of approving a Memorandum of Understanding between the City and the University of Nebraska-Lincoln for a Downtown Revitalization Plan.

City Administrator Clayton Keller said, "Southeast Economic Development District, or SENDD, reached out to us a couple of months ago with an idea. It was the first time that they've tried something like this and they wanted to see how it would go. We were interested. They are partnering with us and UNL and their planning program to do a Downtown Revitalization Plan. Normally a plan like this would cost forty or fifty thousand dollars. But UNL would only charge us eight thousand dollars for this, basically, and SENDD is going to cover five thousand dollars of it. So that leaves us with a bill of three thousand dollars, plus I promised that we'd provide food at the two public meetings that we had to help get people there and to feed the students because it's an hour drive up from there."

Mayor Zavodny said, "This is a no-brainer."

Council member Kevin Woita made a motion to approve a Memorandum of Understanding between the City and the University of Nebraska - Lincoln for a Downtown Revitalization Plan. Council Member Jessica Miller seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Absent, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
 Yea: 5, Nay: 0, Absent: 1

MEMO OF UNDERSTANDING

This Memo of Understanding, hereafter referenced as AUnderstanding@ is made by and between THE CITY OF DAVID CITY, NEBRASKA, a Nebraska Municipal Corporation, hereafter referenced as “City” and UNIVERSITY OF NEBRASKA-LINCOLN, hereafter referenced as “UNL”.

WHEREAS, the Parties wish to develop a downtown revitalization plan for City, and, WHEREAS, City anticipates partnering with UNL’s Community and Regional Planning program to assist with targeted projects that are to be determined; and,

WHEREAS, funds from City would offset costs directly associated with UNL’s involvement, such as travel, faculty time, supplies, and planning activities; and,

WHEREAS, it is in the best interests of both parties herein to reduce to writing their mutual agreements and understandings as related to the downtown revitalization plan for City.

NOW, THEREFORE, IN CONSIDERATION OF the terms and conditions of this Memo, which the parties hereto AGREE TO BE VALUABLE CONSIDERATION, City and UNL agree as follows:

1. UNL agrees as follows:
 - (A) UNL will facilitate two (2) public meetings for stakeholder engagement in the planning process for the downtown revitalization plan.
 - (B) UNL will deliver one (1) final report for the downtown revitalization plan.
2. City agrees as follows:
 - (A) City shall provide \$3,000.00 and Southeast Nebraska Development District shall provide \$5,000.00 in funds for the downtown revitalization plan.
3. City and UNL agree to the following Timeline:

Date	Tasks
Preparation: June 15, 2021	Introduction meeting
Preparation: July 26, 2021	Faculty visit the community and meet with stakeholders
Semester Schedules	
Week 01: August 23, 2021	Course introduction and project task identification

Week 02: August 30, 2021	Student field trip to David City for data collection and meeting
Week 03: September 6, 2021	Labor day
Week 04: September 13, 2021	Working for the project
Week 05: September 20, 2021	Working for the project
Week 06: September 27, 2021	Progress report presentation
Week 07: October 4, 2021	Working for the project
Week 08: October 11, 2021	Working for the project
Week 09: October 18, 2021	Semester Break
Week 10: October 25, 2021	Progress report presentation
Week 11: November 1, 2021	Working for the project
Week 12: November 8, 2021	Working for the project
Week 13: November 15, 2021	Draft report and presentation
Week 14: November 22, 2021	Refine the report (Thanksgiving Week)
Week 15: November 29, 2021	Student presentation to the community
Week 16: December 6, 2021	Final report submission

4. City and UNL agree to the following Budget Statement:

Category	Amount	Statement
Faculty time commitment for the project	\$6,167	Frank Ordia will commit 0.37 month time (with 40% university fringe benefits) and Zhenghong Tang will commit 0.22 month time (with 30% university fringe benefits) for this project, including the summer time preparation for the project, such as summer meetings, field surveys, data collection, planning works and project reporting.
Travel to communities	\$600	It will cover the university car rental, student travel insurance, and mileage reimbursement.
Operational costs	\$506	It will cover the necessary office supplies, such as papers, flash disks, pens, poster, maps, etc. printing and publication cost for the final reports

		for the stakeholders. It covers the water, fast food, and beverages for the field surveys and community meetings
Sub-total of Total Direct Cost	\$7,273	Sub-total of Total Direct Cost
Facilities and Administration (F&A) cost	\$727	The F&A rate applied is 10% of total direct cost.
Total	\$ 8,000	Total project cost

5. This Memo SHALL BE BINDING on City and UNL, their heirs, successors, assigns, and personal representatives.

CITY:

UNL:

By: _____
 Alan Zavodny, Mayor Date

By: _____
 , Date

Attest: _____
 Tami Comte, City Clerk Date

By: _____
 , Date

STATE OF NEBRASKA)
) ss.
 COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me _____, 2021 by ALAN ZAVODNY, Mayor and TAMI COMTE, City Clerk, both of the City of David City, Nebraska, a Nebraska Municipal Corporation, on behalf of the corporation.

 Notary Public

Council member Jessica Miller made a motion to pass and adopt Ordinance No. 1366, on 3rd & Final reading. Council Member Pat Meysenburg seconded the motion.
 Tom Kobus: Yea, Bruce Meysenburg: Absent, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

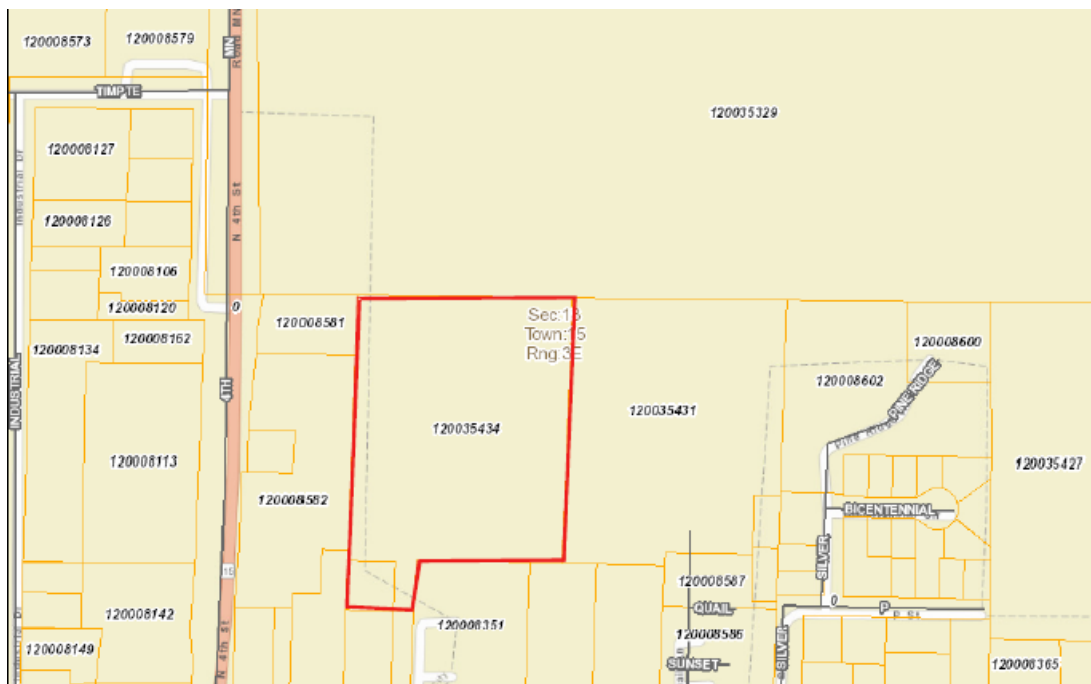
The motion carried and Ordinance No. 1366 was passed and adopted as follows:

ORDINANCE NO. 1366

AN ORDINANCE TO EXTEND THE BOUNDARIES AND INCLUDE WITHIN THE CORPORATE LIMITS OF, AND TO ANNEX TO, THE CITY OF DAVID CITY, NEBRASKA, A TRACT OF LAND LOCATED IN LOTS 6 AND 7, DAVID CITY LAND AND LOT COMPANY'S SUBURBAN LOTS, LOCATED IN THE SW ¼ OF THE SE ¼ OF SECTION 18 T15N R3E OF THE 6TH P.M., BUTLER COUNTY, NEBRASKA, LEGALLY DESCRIBED BELOW, REPEALING ANY ORDINANCES IN CONFLICT HEREWITH; DESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

WHEREAS, a majority of the City Council of the City of David City, Nebraska, favors the annexation of the following described real property and the extension of the city limits to include said property, as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8 IN SAID DAVID CITY LAND AND LOT COMPANY'S SUBURBAN LOTS; THENCE N89°43'00"E ON THE NORTH LINE OF SAID LOTS 6 AND 7, A DISTANCE OF 638.12 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE S00°20'16"W ON THE EAST LINE OF SAID LOT 6, A DISTANCE OF 796.95 FEET TO THE NORTH LINE OF SYPAL EAST ADDITION TO THE CITY OF DAVID CITY, NEBRASKA, ALSO BEING THE NORTH LINE OF THE CITY OF DAVID CITY'S EXISTING CORPORATE LIMITS; THENCE N89°30'38"W ON SAID NORTH LINES, A DISTANCE OF 447.27 FEET TO THE NORTHWEST CORNER OF SAID SYPAL EAST ADDITION; THENCE S00°33'20"W ON THE EAST LINE OF SAID SYPAL EAST ADDITION AND THE WEST LINE OF SAID CORPORATE LIMITS, A DISTANCE OF 149.37 FEET; THENCE N89°27'22"W ON SAID NORTH CORPORATE LIMITS LINE, A DISTANCE OF 191.23 FEET TO THE EAST LINE OF SAID LOT 8 AND THE EAST LINE OF SAID CORPORATE LIMITS; THENCE N00°23'53"E ON SAID EAST LINES, A DISTANCE OF 937.53 FEET TO THE POINT OF BEGINNING, CONTAINING 12.7 ACRES, MORE OR LESS;



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

Section 1. That the boundaries of the City of David City, Nebraska, be amended and changed in order to include the property described above.

Section 2. That this Ordinance be filed with the Office of the County Assessor and County Clerk of Butler County, Nebraska, and that the City Clerk be directed to amend the plat filed in her office to show the inclusion of the real estate listed above and that the boundary of David City as amended by this Ordinance be certified and placed on record in the office of the City Clerk of David City, Nebraska.

Section 3. That any Ordinance, setting or establishing boundaries of the City of David City, Nebraska, which is in conflict with this Ordinance be and the same is hereby repealed.

Section 4. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage as provided by law.

Passed and approved this 11th day of August, 2021.

ATTEST:

Mayor Alan Zavodny

City Clerk Tami L. Comte

Mayor Zavodny stated that the next agenda item was consideration of commissioning Marvin Planning Consultants, Inc. to conduct a blight study for the recently annexed property as legally described above.

Keith Marvin of Marvin Planning Consultants, Inc. introduced himself and said, "This will be like we've done in the past. I've talked with Clayton and Tami. This is going to be a small area and it's going to be contained to the area that was just annexed. Unfortunately, in order to get us to the age of structures that we need we'll need to go right through Mr. Vandenberg's property to get to the block south of "O" Street from his property. That's where we're going to get the age of structures that we need. We will be using the small sliver of "O" Street that goes through there, the ditches, etc."

Mayor Zavodny said, "Where do we stand as far as the percentage of blighted area?"

Keith Marvin of Marvin Planning Consultants, Inc. said, "Clayton and I were talking about that. That is one of the things that we will determine with this. I don't believe that we are anywhere close to the fifty percent because we deblighted a bunch of area before we brought in Cory's."

Mayor Zavodny said, "That's my big concern, if you can alleviate that."

Keith Marvin of Marvin Planning Consultants, Inc. said, "That's why we want to do as small of an area as possible. We went down to about thirty-four or thirty-five percent before we did Cory's, and since then we've added the one block for the Treat residence, and I believe that we added everything north of Timpote but we also annexed that, and we annexed this area so we're picking up fifty percent of a new area. The annexation is helping us as we go forward."

Council member Jessica Miller said, "What's the cost on this?"

Keith Marvin of Marvin Planning Consultants, Inc. said, "Fifteen hundred dollars."

Council member Jessica Miller said, "I'm just curious. I've been very vocal that I hope we can grow."

Keith Marvin of Marvin Planning Consultants, Inc. said, "That is due partly to the fact that I live here and the only other condition is that when it goes to the Planning Commission, since I sit on the Planning Commission, that Clayton will have to do all of the presenting at the Planning Commission and the Council, because I will have a conflict of interest at that point in time. I will go over it completely with Clayton so he understands what we've done."

Mayor Zavodny said, "We have a history with Mr. Marvin and he has always produced what he says he would. This is money well spent."

Council member Jessica Miller made a motion to approve commissioning Marvin Planning Consultants, Inc. to conduct a blight study for the recently annexed property as legally described above. Council Member Pat Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Absent, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Ed Warholoski from Bryant Air Conditioning and Heating introduced himself and said, "I'd like to thank Pat and the City Administrator for inviting us to bid the project for you guys. It's a pretty extensive project to convert all of the gas fired equipment to electric equipment. So, I've got everybody here from our design team that assisted in bidding the project. I've got Phil Cook, our electrical manager, Shaun Tucker, our mechanical manager and our factory supplier representative Will Morris, who would be providing the equipment for the project."

Council member Jessica Miller said, "So, the equipment that is needed, like everything else in the world, how far back is it to get the equipment? How are you standing with your stuff?"

Mayor Zavodny said, "How far out are we?"

Will Morris from Bryant Air Conditioning and Heating said, "Great question. That is the first thing that everyone has been asking these days. There are two different types of

components, and as of today most of it is available out of Texas. Some of the main outdoor units are available at the end of this month. They make them there, so those aren't bad. Some of the package rooftop units are about six to eight weeks out."

Mayor Zavodny said, "What's the worst-case scenario for everything that we would need?"

Will Morris said, "That's just for the equipment. I can't speak to everything that these guys would be installing."

Ed Warholoski with Bryant Air Conditioning and Heating said, "The bulk of the project is refrigeration piping and a lot of electrical upgrades. As far as the refrigeration mechanical aspect of it, it's pretty readily available right now. We can get it. I think if Phil can speak to the availability of all of the wiring and conduits that we need to put it together, then I think we can have everything as we need it."

Phil Cook with Bryant Air Conditioning and Heating said, "The panel board that we're using is a General Electric panel board that comes out of either Des Moines or Kansas City, and they are on a four-to-eight-week delay so it's very quick for us. Also, the Des Moines company that would build it, would build it on-site and we've been getting those within a week."

Mayor Zavodny said, "Where would we fall on your schedule should we approve moving forward with this? When could you start and when can we expect completion?"

Ed Warholoski asked Shaun Tucker to answer the question.

Shaun Tucker with Bryant Air Conditioning and Heating said, "We're pretty open at the end of August. We're just finishing up some jobs."

Mayor Zavodny said, "How long would you predict this to take?"

Shaun Tucker with Bryant Air Conditioning and Heating said, "I don't remember how many labor hours I had figured in, but it's going to be at least a couple of months."

Ed Warholoski said, "I would say two to three months we should have it completed."

Phil Cook said, "Electric-wise I had eight weeks scheduled for two electricians."

Mayor Zavodny said, "The end of November? If there's anything unforeseen you would certainly let us know."

Council member Jessica Miller asked if there was a warranty on this.

Ed Warholoski said, "We're going to have one year labor warranty, and as far as equipment goes...."

Will Morris said, "The equipment will have a ten-year limited parts warranty. There isn't a labor warranty on those, but if the component were to fail in ten years for reasons other than lack of maintenance they would be covered."

Mayor Zavodny said, "What is the life expectancy of this? My experience has been that a 1950's washer lasts longer than a 2021 washer."

Will Morris said, "The rooftop units would have a one-year parts and a five-year compressor parts and a one year support through the first year, as well."

Phil Cook said, "The electrical would be a one-year warranty. I also put surge suppressors built into the machines so that all of your computer equipment would have a warranty due to a surge."

Mayor Alan Zavodny said, "Kind of sounds like the most expensive parts have a fairly short warranty. What we have now – I can tell you that boilers are just a headache. You have to have annual inspections and a lot can go wrong with them and they are very old."

City Administrator Clayton Keller said, "Is this a system that needs winterized and summerized?"

Ed Warholoski said, "No."

Council member Jessica Miller said, "Just maintenance?"

Mayor Alan Zavodny said, "Discuss that with us, just briefly. Can you give us an idea of what the maintenance routine would look like?"

Will Morris said, "A great practice in Nebraska, especially with all of the cotton that flies is lower pressure washing your condenser unit coils outside and make sure that you're not bending fins over and you have to make sure that you have good air flow around there. Our company or Bryant can help with that. Make sure that you stay on top of your filter changes. If you restrict air on the indoor units, you can cause higher pressure on the refrigeration side which can damage the equipment and possibly lead to earlier failures of compressors. Obviously, just make sure that fan motors aren't running when you're up there changing your filter and just make sure that things are spinning right. Visual inspection with this system is good. The outdoor equipment, the electronic side has come a long way since the white Rogers thermostat on your wall here that I saw when I walked in. Once a year general diagnostic service just to check in on your system is good. There's ways to do that remotely now with the internet or have the guys stop out for half a day."

Mayor Alan Zavodny said, "So we're not talking about anything outside the realm of normal maintenance?"

Council member Jessica Miller said, "What department does this fall on to maintain this?"

City Clerk Tami Comte said, "It would be the electric department."

Council member Jessica Miller said, "Pat, are you comfortable with all that?"

Electric Supervisor Pat Hoefft said, "Yes, if we get rid of the gas."

City Clerk Tami Comte said, "They do all of that stuff for us now. They are really good about changing the furnace filters and they inspect our stuff and clean it for us."

Ed Warholoski said, "We do a full owner training."

Electric Supervisor Pat Hoeft said, "Yes, we do all of that now. Mick changes the filters once a month and he blows out the outside unit over here. There's two on the south side that he checks on."

Council member Tom Kobus made a motion to approve the quote from Bryant Lincoln to convert the new City Office at 490 "E" Street from natural gas service to all electric for heating and cooling. Council Member Pat Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Absent, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Bryant Air Conditioning, Heating, Electrical
Plumbing, Sheetmetal & Service Co.
Employee Owned | 24/7 Service



3324 Ox Bow Cir., Lincoln, NE 68504
Office 402.467.1111 | Fax 402.467.1249
www.facebook.com/bryantlincoln
www.bryantlincoln.com

7-23-21

David City – City Offices Mechanical Renovation Budget Proposal

Objective: To update HVAC in existing building to be used for new city offices @ 490 "E" St. Design / engineering is based on customer desire to eliminate / minimize natural gas usage as the primary heating source and update the HVAC in general.

Existing equipment overview:

- 1.) 1st floor is served by (1) 20-ton constant volume split system with a hot water coil driven by a gas fired boiler and a 20-ton DX cooling coil with remote condenser with existing ductwork serving the basement & first floor areas. Also serving 1st floor are (3) gas fired RTU units (4, 5 & 6 ton in capacity) that serve the west offices and the existing tenant in the NE portion of the building.
- 2.) 2nd floor is served by (5) gas fired RTU units with duct distribution within 2nd floor ceiling.

New systems overview:

- 1.) 1st floor is a combination of 28-tons of available VRV heat pump capacity serving (6) AHU's installed in existing mechanical penthouse connected to existing ductwork serving the basement & 1st floor heating zones & return air ductwork. Also serving 1st floor are (3) heat pump RTU units with 20KW backup heat packages connected to existing ductwork not served by zoned penthouse duct.
- 2.) 2nd floor is 8-tons of available VRV heat pump capacity connected to (8) ceiling mount cassettes in offices & common areas. Existing RTU's to be removed and capped. Existing duct to be abandoned in place.

Budget Proposal inclusions:

Demo: (8) existing RTU units, (1) 20-ton condenser, (1) 20-ton AHU, gas fired boiler. Includes capping unused RTU openings (2nd flr), removing topside gas piping & capping boiler flue. 2nd floor duct abandoned in place.

HVAC installation: (2) VRV heat pump systems including (1) 20-ton and (1) 16-ton and (3) HP RTU's all with associated refrigeration piping, branch selector boxes, condensate piping, crane hoisting, a combination of (13) ducted fan coils & ceiling cassettes.

Electrical: All electrical for this project is included with overview as follows: 1600 amp 120/208 3 ph. main distribution panel with surge protection, underground from distribution panel to city provided transformer, connect existing 400 & 600 amp panels to new panel. Connections & disconnects for all new equipment, low voltage control wiring & thermostats.

Summary: Turnkey project to provide new energy efficient electric heating components to existing building and meet the customer objectives. All design and engineering use best practices, code compliance and comfort considerations for end user.

Glossary of terms:

Ton = 12,000 BTU's (British thermal units)

RTU = roof top unit

VRV = variable refrigerant volume system
AHU = air handler unit
HP = heat pump

Design by Bryant Air Conditioning & Heating Company for use by this contractor only.

Our budget price based on this narrative is \$ 375,000.00

Sincerely submitted by:

Ed Warholoski

edw@bryantlincoln.com
402-610-2508

Mayor Zavodny stated that the next item on the agenda was consideration of Progress Estimate #1 for Acterra Group in the amount of \$156,640.64 for the 93Y Fuel Project.

City Administrator Clayton Keller explained that this was contingent upon the NDOT – Department of Aeronautics approval.

Council member Jessica Miller made a motion to approve Progress Estimate #1 for Acterra Group in the amount of \$156,640.64 for the 93Y Fuel Project contingent upon approval

City Council Proceedings

August 11, 2021

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by the NDOT - Aeronautics Division. Council Member Pat Meysenburg seconded the motion.
The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Absent, Pat Meysenburg: Yea, Jessica Miller: Yea, John
Vandenberg: Yea, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

PROGRESS ESTIMATE

NEBRASKA DEPARTMENT OF TRANSPORTATION
 DEPARTMENT OF AERONAUTICS

Sponsor: <u>City of David City</u>	Estimate No. <u>1</u>	Date: <u>August 4, 2021</u>
<u>577 North 4th Street, P.O. Box 191</u>	Project No.: <u>2010235</u>	
<u>David City, Nebraska 68632</u>	AIP Project No. <u>3-31-0025-013</u>	
Contractor: <u>Acterra Group</u>	Name of Project: <u>Fuel System Improvements</u>	
<u>P.O. Box 160</u>	<u>David City Municipal Airport (93Y)</u>	
<u>Marion, Iowa 52302</u>	<u>David City, Nebraska</u>	

CONTRACT QUANTITIES	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	UNIT PRICE	AMOUNT
Base Bid						
1	1	Mobilization	75.00%	LS	\$9,629.24	\$ 7,221.93
1	2	Construction Safety Plan and Traffic Control	100.00%	LS	\$7,840.00	\$ 7,840.00
1	3	Install Aviation Fuel System Equipment	80.00%	LS	\$185,849.32	\$ 148,679.46
1	4	Card Reader	50.00%	LS	\$20,607.55	\$ 10,303.78

As Project Manager, I hereby certify that the quantities shown above have been completed from measurements made by me or my predecessors and that the work has been performed according to plans and specifications.


 Project Manager 8/4/2021
 Date

Approved for payment as per Project Manager's Certification.

Grand Total	\$ 174,045.16
10% Retained	\$ 17,404.52
Less Previous Estimates	\$ -
Due to Contractor	\$ 156,640.64

NDOT Project Engineer _____ Date _____

APPROVED: _____
 Airport Sponsor _____ Date _____

Mayor Zavodny stated that the next item on the agenda was consideration of an agreement with JEO, Inc. for the David City Water Treatment Plant upgrade.

City Administrator Clayton Keller said, "Ethan Joy is here with JEO, Inc. Thanks for coming Ethan. He can talk a little bit more about the breakdowns and the prices but essentially for JEO to do the Water Treatment Plant conversion to reverse osmosis it would be \$798,000, which is a little below what you had in your study."

Ethan Joy introduced himself and said, "Thanks for having me. This contract is getting everything started. So, I think last time we accepted the SRF funding offer and that had a little over a million dollars of loan forgiveness of grant money, which is good. So, this is the next step and I'm kind of excited to get started on the design. Myself and our team will get here and we'll go through the plant step by step, get it surveyed, have a kick-off meeting with staff and kind of go through and make sure that we are hitting everything that Aaron wants to see. We're looking at this as a comprehensive improvement. So, if there's something that's a little off, we're going to look to fix it. Some of the lighting is original and we're going to look at putting in LED lights. The doors and windows are going to be replaced because they are original, they leak air and we're going to get them fixed and up to energy code. Along with the technical stuff, we're going to convert your filtering system to be more efficient, the backwashes, we're going to put the R.O. system in, the lime system will go away. We'll come up with a phasing plan to make sure that we can, the best that we can during construction, keep everything moving. That's probably going to be the most challenging part of this project is the phasing plan to make sure as we're taking things offline and bringing things back up, how do we fit everything in that. In addition, we're redoing all of the electrical. The motor control centers are going to be replaced because those are original and it's time to get rid of those. That's it. Our scope is pretty comprehensive, full design, bidding, construction, and RPR (Resident Project Representation) is a person on-site. We're estimating 900 hours of people on-site watching the construction. That is hourly so if we get a great contractor we don't use as much and we won't bill as much."

Mayor Alan Zavodny said, "The only thing that I need to hear from you is you remain extremely confident that this will work."

Ethan Joy of JEO, Inc. said, "Yes. Absolutely. Reverse Osmosis takes everything out of the water. You will have soft water with it. Staff are going to be able to blend it to the point where you have six to eight grains per gallon, if that's the target that you want, we'll get there. You have pretty good raw water, as far as iron and manganese. You don't have a lot of that in there. The load on the filters is actually going to be pretty light, compared to some plants that I work with in the state, so I don't see any issues at the end of the day."

Mayor Alan Zavodny said, "The people of Bruno are counting on you."

Council member Kevin Woita said, "What about maintenance? What is going on now seems to be pretty labor intensive."

Ethan Joy of JEO, Inc. said, "Anything is going to take maintenance. There is nothing that is maintenance free. We are going to get rid of the heavy labor requirement here. This is going to be an automated system. When you add more controls, yes there's more bells and whistles to make sure that we stay on top of, but the intent is that we don't have to have somebody there all day."

Mayor Alan Zavodny said, "Piggying onto that, your technology will tell you if something is out of whack, so we'll get alarms to say this component has failed or check this."

Ethan Joy of JEO, Inc. said, "When we're done with the control system, he will be able to control the entire water plant with his phone."

Council member Tom Kobus said, "The biggest thing is that they get rid of the lime."

Ethan Joy of JEO, Inc. said, "Yes. The lime will go away and at the end, as part of the SRF process, they require an O & M, Operation and Maintenance manual."

Mayor Alan Zavodny said, "This is no offense to Aaron whatsoever, but this system had better be smarter than he is. I just want to make sure that the technology is there to say this isn't working or you've got a problem here or does it warn us ahead of time before an expensive problem happens that we can fix earlier. The monitoring is very good."

Council member Kevin Woita said, "Is it going to take somebody well educated to run it? Even though it's high tech, is it simple to run it?"

Ethan Joy of JEO, Inc. said, "Yeah. I don't think it will be any more complicated than now. When you're feeding lime, you have to watch your PH's, your lime dosage and your feeder is being as poorly...."

Mayor Alan Zavodny said, "That's why we want to get rid of it."

Ethan Joy of JEO, Inc. said, "It's hard to get the correct dose. It's going to be easier to maintain."

Council member Kevin Woita said, "Right now it's pretty technical to me."

Mayor Alan Zavodny said, "A lot can go wrong with lime feeding."

Ethan Joy of JEO, Inc. said, "We will take that away."

Interim Water Supervisor Aaron Gustin said, "The less added dosing of anything, you have one of four, five or six things that we dose with now go out of whack it affects everything down the line, so it's constant."

Mayor Alan Zavodny said, "Any other questions?"

Council member Jessica Miller said, "When is the projected completion?"

Ethan Joy of JEO, Inc. said, "So our design period is about two hundred and fifty days. It's gonna take a little bit. There's a lot of people that are going to be involved in this. That will be about March or April of next year, and then it goes to the State of review and you figure about thirty to sixty days for the State of Nebraska to review it and approve the plans, and at that point we will set a bidding date, probably bidding about this time next year, and then the construction period will be about a year to fourteen months, so you're looking at completion in 2023."

Council member Jessica Miller said, "This is it for the price, there won't be any surprises?"

Ethan Joy of JEO, Inc. said, "No. Unless you ask me to build another water plant on the other side of town, too. This is it."

Council member John Vandenberg said, "There will be no issues with maintaining the water quality that we've got as construction gets started."

Ethan Joy of JEO, Inc. said, "As I said, that's the toughest part. There will be maybe a period where we're going to have to take the lime down and the R.O. will not be running, so we'll have to figure out what that time period will be and if we have to do that, we'll make sure to notify everyone, especially Michael Foods."

Interim Water Supervisor Aaron Gustin said, "It would be very similar to the time that we did the pilot program, not so long ago, where we attempted to go lime-free. It will be of a similar nature."

Council member Jessica Miller said, "So, since this is less labor intensive, are we going to be able to put that extra employee back over at the wastewater plant?"

Interim Water Supervisor Aaron Gustin said, "We currently have another individual training at the wastewater plant. He started on Monday and it will allow my team to do more of what we've been doing in the last month to be in the field."

Mayor Alan Zavodny said, "I think that's going to be even more important as we move forward. Just to be sure, do we have plenty of capacity?"

Ethan Joy of JEO, Inc. said, "You have plenty of capacity."

Mayor Alan Zavodny said, "As we extend north of town with the newly annexed and once the blight stuff gets going and we add some housing, this is going to take care of all of that?"

Ethan Joy of JEO, Inc. said, "Yes."

Mayor Alan Zavodny said, "I just want to make sure that we get that on the record that with our growth, we have capacity."

Ethan Joy of JEO, Inc. said, "Your peak days aren't quite half of the capacity of the plant. Again, if you have an industry that comes in and is a wet industry that wants ten million gallons per day, that's different. But today, you're good."

Mayor Alan Zavodny said, "To translate that, we'd spend a lot more money to hire them to expand our system."

Council member Tom Kobus made a motion to approve an agreement with JEO, Inc. for the David City Water Treatment Plant Upgrade. Council Member Pat Meysenburg seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Absent, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1



AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of "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 Water Treatment Plant Upgrade ("Project").

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:

Basic Services (Lump Sum):	
Project Management	\$ 53,000
Preliminary Design	\$ 220,000
Final Design	\$ 195,000
Bidding and Negotiation	\$ 15,000
Construction Administration	\$ 175,000
Post-Construction	\$ 14,000
<u>Resident Project Representation (Hourly):</u>	<u>\$ 126,000</u>
Total Estimated Fee:	\$ 798,000

- 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.



By: Alan Zavodny

By: Ethan E. Joy, PE

Title: Mayor

Title: Senior Project Manager

Date Signed: _____

Date Signed: August 10, 2021

Address for giving notices:

Address for giving notices:

City of David City, Nebraska

JEO Consulting Group, Inc.

557 4th Street, PO Box 191

1937 North Chestnut Street

David City, NE 68632-0191

Wahoo, NE 68066

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of David City, Nebraska (city) owns and operates a public water system (PWS) that serves the city residents and businesses. The city's PWS generally consists of four (4) active raw water supply wells, a centralized water treatment plant (WTP), and a distribution system. In 2020, the city hired JEO Consulting Group to prepare to prepare a Water System Preliminary Engineering Report (PER) amendment to a PER originally prepared by Olsson, Inc. The PER amendment evaluated the condition of the existing WTP and made recommendations on the necessary improvements to the system components. In general, it was determined many of the water treatment system components are aging and in need of repair and/or replacement to ensure a safe, reliable operation for the foreseeable future (next 20 years). The recommended improvements identified in the PER Amendment that are to be designed through this agreement are generally defined as Alternative No. 2 – Reverse Osmosis Plant.

The work to be performed by the Engineer shall generally encompass and include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design of the project, as well as, to provide bidding assistance, construction administration, and part-time inspections during the construction of the project.

The improvements will be constructed by a Contractor under a separate construction contract with the city, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) Prime Contractor contract to complete the work.

This listing below is intended to provide a general overview of the selected project alternatives that will be included in the design and construction phases. It is not intended to provide a comprehensive listing of all elements for each selected project alternative.

Aerator Rehabilitation

The existing aerators will be rehabilitated. The units will be cleaned, inspected, and have new internals installed as necessary.

Solids Contact Unit and Lime Feed System Demolition

The existing solids contact unit will not be used for the proposed process. The existing solids contact unit mechanism is proposed to be demolished and removed from the basin. The remaining tank will be left in place. The lime feed system will be demolished. The existing lime silo is planned to remain in place.

Recarbonation Basin Modifications

The existing recarbonation basin is proposed to be repurposed into a chemical contact and mixing basin. The existing mixer will be reused without modification. Minor chemical feed improvements and room improvements will be necessary.

Rehabilitation of the Existing Filters

The existing gravity filters will be rehabilitated. The existing filter media will be removed and replaced. The existing washtroughs will be removed and new stainless steel washtroughs

Exhibit A

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

installed to facilitate simultaneous air/water backwash. Further improvements include a new blower, replacement valves, replacement actuators, replacement air supply piping, cleaning and inspection of the existing underdrains, and control improvements necessary to automate filter operation. Filter backwash water will be supplemented to allow distribution system water to backwash the filters if necessary.

Reverse Osmosis System and Building Expansion

A new, two-bank Reverse Osmosis (RO) treatment system will be constructed in the existing WTP garage bay and an approximate 600 SF building expansion to the existing garage. Each RO bank will have a capacity to produce approximately 485 gpm of finished water. New interior HVAC systems and chemical feed systems will be housed in the expanded garage area.

New Intermediate Clearwell

A new 25,000-gallon concrete intermediate clearwell will be designed to allow blending of treated water to obtain the desired hardness levels. The clearwell will include two vertical turbine pumps located directly over the clearwell to feed the RO system. The clearwell will have access hatches, electrical, controls and general appurtenances.

Backwash Water Tank Improvements

The existing backwash water tank will be reconfigured to pump all backwash water to the sanitary sewer. Replacement backwash pumps, slide rails, piping, electrical, and controls will be designed. The existing gravity sanitary sewer main outside the WTP will be re-used.

Chemical Feed System Improvements

The existing gas chlorine feed system will be replaced with a new automatic gas chlorine feed system. New scales, controls, ejectors, feeders, piping, and appurtenances will be designed. New code compliant exhaust fans, louvers, and heaters will be installed in the room. A new permanganate feed system will be designed to supply liquid sodium permanganate to the existing recarbonation basin.

Electrical Improvements

A new Motor Control Center (MCC) will be designed to replace the existing units. Existing panelboards and transformers that are past their design lifespan will be replaced with new. Existing conduit that is abandoned will be removed, existing conduit still in use will be replaced if corrosion or rust is present. All existing lighting will be replaced with energy efficient LED lighting. A new diesel generator in an exterior weatherproof and sound dampening enclosure will be designed to provide backup power to the WTP and Well #14.

Control System Improvements

A new automated control system will be incorporated to integrate all of the water treatment processes into a master control system that will be available on-line via a secured internet portal for authorized personnel to monitor and control remotely.

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Miscellaneous Building Improvements

The existing WTP will have some minor improvements where needed. The existing doors and windows will be designed to be replaced. The existing HVAC system and exhaust fans will also be replaced as necessary. The interior finishes of the building will be cleaned and repainted where the existing paint systems are failing. New lab cabinets, counters, and accessories will be designed. It is anticipated the existing roof system and exterior wall systems will not need improvements. New driveway and parking lot paving will be designed and bid as an alternative bid.

Existing Clearwell Improvements

The inspection report provided for the existing clearwell indicated that some concrete deterioration and spalling of the roof of the structure was occurring. Minor patching and epoxy coating of the structure will be designed.

BASIC SERVICES (Lump Sum)

DESIGN AND CONSTRUCTION PHASES:

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. Work with disciplines to identify potential risks and how to mitigate those risks.
 - 5. Review billed hours by design team and prepare invoice statements for Owner.
 - 6. Provide timely and coordinated communication to and from the Contractor for requests for information and to receive and provide feedback.

PRELIMINARY DESIGN PHASE:

- A. Attend and facilitate one (1) project Initiation/Kickoff meeting with Owner/Owner's representatives to review the project scope, schedule, and project requirements. Confirm with the Owner and designated staff the design aspects of the WTP to match the approved concept.
- B. Collect existing data from historical drawings, plans, specifications, operational data, public documents, or other readily available information.
- C. Assist the Owner in contracting with a geotechnical investigation firm. Geotechnical investigation will include performing soil bores throughout the site to determine existing soil conditions, groundwater levels, and develop criteria for soil suitability and

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- properties to be utilized during the design of the facility. Cost of geotechnical services to be paid by the Owner.
- D. Conduct preliminary topographic surveying:
 - 1. Establish vertical and horizontal control on the State Plane coordinate system near the project areas.
 - 2. Conduct a topographic survey of the area around the WTP.
 - 3. Survey the locations of all physical features within the proposed site location (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.).
 - 4. Schedule utility location information (a One-Call utility locate request will be made) and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
 - 5. Create an electronic drawing illustrating elevations, site features, water, sanitary sewer, stormwater collection and discharge points, electrical service, and other appurtenances in AutoCAD®.
 - 6. Perform field verification of the original drawings and dimensions that are to be relied upon for the design of proposed improvements.
 - E. Perform facilities plan-in-hand review to verify component dimensions and locations associated with the improvements:
 - 1. Aerators
 - 2. Solids Contact Unit
 - 3. Recarbonation Tank
 - 4. Gravity Filters
 - 5. High Service Pump Gallery
 - 6. Chemical Feed Rooms
 - 7. Laboratory
 - 8. Electrical Rooms
 - F. Generate floor plans and detailed drawings of existing system facilities and components from available plans, record drawings, and the plan-in-hand review.
 - G. Create detailed design criteria for the proposed system components associated with the following:
 - 1. Aerator
 - 2. Gravity Filters
 - 3. Backwash System
 - 4. Chemical Feed Systems
 - 5. RO System
 - 6. Pumping Systems
 - H. Review alternatives for major construction materials and equipment.
 - I. Design an approximate 600 SF building expansion adjacent to the existing garage bay. Building to be of block construction with flat, hollow core roof.
 - J. Design a two-bank RO system with capacity of approximately 485 gpm each.
 - K. Design renovations to the existing gravity filters to replace media, replace washtroughs, upgrade the backwash process, and replace valves and actuators.
 - L. Design replacement gas chlorine feed systems and new sodium permanganate feed systems.

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- M. Design a new 25,000 gallon intermediate clearwell with two high service pumps and block building.
- N. Develop a detailed plan and section of the proposed water main connections to the new intermediate clearwell.
- O. Prepare an interior piping plan to identify the locations of process piping, valves, actuators and other equipment that is to be replaced. Develop piping sections and details to show the extent and complexity of the work to be performed by the Contractor. New coating systems will be applied to all the process piping within the WTP as part of the project.
- P. Prepare a preliminary site layout for the location of the pad mounted emergency generator.
- Q. Develop preliminary drawings depicting proposed structural and architectural modifications in the existing building.
- R. Develop preliminary drawings and details for the paving of the driveway and parking area around the WTP.
- S. Develop details related to the refurbishment of the water treatment facility structure.
- T. Create a 30% set of drawings that includes:
 - 1. Title sheet.
 - 2. Abbreviation sheet.
 - 3. Location sheet.
 - 4. Preliminary Civil sheets.
 - 5. Preliminary Architectural sheets.
- A. Conduct an internal 30% QA/QC of the plan set.
- B. Conduct a plan-in-hand review in the field with the Owner to confirm the proposed layout and survey information. It is assumed that the plan-in-hand meeting will be scheduled on the same day as the City Council meeting.
- C. Attend one (1) council meeting to provide an update on the status of the design plans.

FINAL DESIGN PHASE:

- A. Revise design plans following receipt of 30% review comments from internal QA/QC and comments from Owner's representatives.
- B. Develop a demolition plan and construction phasing plan to account for removals while maintaining water treatment operations.
- C. Perform the civil, structural, architectural, electrical, and mechanical design of the water treatment facility.
- D. Design electrical power distribution panels, MCC, and control panels for the electrical systems and to replace the existing electrical systems where necessary. It shall also include details for connecting to the existing electrical service, installation of transformer, disconnects, generator, and automatic transfer switch.
- E. Design LED lighting systems to replace all existing lighting in the plant and for all new interior spaces.
- F. Design HVAC improvements to existing exhaust fans, louvers, heaters, and conditioning systems where necessary.
- G. Prepare standard details to illustrate the installation of various features and construction items needed for the project.
- H. Prepare 60% complete plans. Plans sheets to include:
 - 1. Title sheet.

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2. Abbreviation sheet.
3. Location sheet.
4. Demolition sheets.
5. Civil design sheets
6. Architectural design sheets
7. Structural design sheets
8. Mechanical design sheets
9. Electrical design sheets.
- I. Develop technical specifications for project specific equipment and procedures.
- J. Conduct an internal 60% QA/QC of the plan set.
- K. Prepare a 60% engineer's opinion of probable cost.
- L. Conduct a 60% review of the project plans and opinion of probable construction cost with Owner's representatives at one (1) meeting.
- M. Prepare final plans for construction drawings.
- N. Prepare final RO system design, piping layout, and details.
- O. Prepare final site piping plans and profile and details.
- P. Prepare final electrical system layout and details.
- Q. Prepare final control system design.
- R. Prepare final intermediate clearwell design.
- S. Prepare final gravity filter improvement design
- T. Prepare final chemical feed system design.
- U. Prepare final architectural design.
- V. Prepare final specifications and bid documents.
- W. Perform a final 90% QA/QC Review.
- X. Make any revision to final plans upon QA/QC Review comments.
- D. Conduct a 90% review meeting with the Owner to present and review final plans, specifications, and cost opinion. It is assumed that the 90% review meeting will be scheduled on the same day as the City Council meeting.
- E. Attend one (1) council meeting to present the final plans and specifications.
- Y. Create final plan and specification set to be signed and sealed by engineers and a coordinating professional all to be registered in the State of Nebraska.
- Z. Prepare a final engineer's opinion of probable cost.
- AA. Submit final plans and specifications to Nebraska Department of Health and Human Services (DHHS) for review and approval and issuance of a construction permit. Owner to pay all permit fees.
- BB. Incorporate regulatory agency comments into final design plans and specifications with revised documents or prepare addendum as appropriate.

BIDDING AND NEGOTIATION PHASE:

- A. Provide assistance with authorizing the advertisement for bids and setting the bid date, location, and time. It is expected that there will be one (1) bid opening for one (1) construction contract.
- B. Furnish copies of the plans, specifications, and contract documents of the project to prospective bidders, materials suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- C. Supply the Invitation to Bidders to the Owner for publication in the official media outlet(s).

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- D. Respond to inquiries from prospective bidders, prepare any addenda required.
- E. Attend one (1) meeting with the Owner to assist at the Bid Opening, assist the Owner with receipt and tabulation of bids.
- F. Attend one (1) meeting to review bids received and make a formal recommendation of award to the Owner.
- G. Prepare Contract Documents for execution by the Prime Contractor and the Owner; provide cursory reviews of all insurance and bond submittals and present to Owner's legal and insurance counsel for approval; then advise the Owner to proceed with execution of all documents.
- H. Provide copies of all executed Contract Documents to the Owner and Prime Contractor.

CONSTRUCTION ADMINISTRATION PHASE:

- A. Schedule and conduct a Pre-construction Conference (Pre-Con), consisting of one (1) meeting prior to construction beginning. The conference will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc.
- B. Provide review of Contractor payroll for compliance with Davis-Bacon wage rates and provide summary report to SRF.
- C. Assist the Owner with SRF required documents including the SRF Bid Document Checklist and SRF drawdown payment requests.
- D. Provide interpretation of Plans and Specifications, when necessary.
- E. Review shop drawings (submittals) and related data supplied by the Contractor. This will provide the Engineer and Owner the opportunity to review the materials and equipment that will be supplied for the improvements prior to the Contractor securing and obtaining them; which allows the Engineer the chance to compare the selected materials and equipment against the specifications.
- F. Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project.
- G. Provide construction staking of the proposed improvements.
- H. Provide adjustable circuit breaker settings to the Contractor's electrician.
- I. Coordinate materials testing during construction. Material testing shall be completed by a geotechnical firm. Costs associated for these services to be paid by the Owner.
- J. Review and process Contractor's monthly payment applications, and process change orders, if necessary, and provide to the Owner for review and approval.
- K. Consult with and advise Owner during construction regarding all aspects of the project.
- L. Facilitate and attend monthly progress meetings with Owner and Contractor (up to 14 meetings included) including providing the agenda and meeting minute reports. Provide written progress meeting minutes for the review at the City Council meeting. Meetings may be conducted by Resident Project Representative.
- M. Attend up to five (5) City Council meetings during construction to provide City Council Members 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.

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- N. Provide assistance on-site during key manufacturer/contractor trainings and equipment start-ups.
- O. 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.
- P. 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.
- Q. Provide assistance during the final inspection with DHHS, if necessary.
- R. Attend one (1) 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.

POST-CONSTRUCTION PHASE:

- A. Provide up to 16 hours of initial start-up assistance for water treatment facility operations.
- B. Prepare post-construction record drawings from data gathered by the RPR and Contractor during the construction process.
- C. Conduct an arc-flash potential evaluation of the installed equipment and prepare appropriate risk labels for all major equipment and panels.
- D. Compile and prepare an Operation and Maintenance Manual for the WTP in compliance with SRF.
- E. Conduct 6-month and 11-month warranty inspection with Owner.
- F. Coordinate with Contractor to have warranty items addressed.

RESIDENT PROJECT REPRESENTATION (RPR) Phase (Hourly):

- A. JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work. (Estimated at 900 hours).
- B. The duties and responsibilities of the RPR are described as follows:
 - 1. Review of contractors 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 interpretation of the plans and specifications to the Contractor.
 - 6. Review and coordinate materials testing by assigned testing firm.
 - 7. Attend progress meetings.
 - 8. Compile records for use in preparing record drawings.
- C. When nearing estimated compensation amounts stated herein and it subsequently becomes apparent to Engineer that a compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine the estimated amount should not be exceeded, Owner shall notify Engineer

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and Engineer shall reduce the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Design Phase:
 - 1. Project Initiation / Kickoff Meeting (1 meeting)
 - 2. Plan-in-hand (1 meeting)
 - 3. 30% Design Review (1 meeting)
 - 4. 60% Design Review (1 meeting)
 - 5. 90% Design Review (1 meeting)
 - 6. City Council Updates on Design Progress (2 meetings)
- B. Bidding and Negotiation Phase:
 - 1. Bid Opening (1 meeting)
 - 2. City Council Update on Bid Results/Award of Contracts (1 meeting)
- C. Construction Phase:
 - 1. Preconstruction Conference (1 meeting)
 - 2. Construction Progress Meetings (14 meetings)
 - 3. City Council Updates on Construction Progress (5 meetings)
 - 4. City Council Recommendation of Substantial Completion (1 meeting)

ADDITIONAL SERVICES, NOT INCLUDED:

- A. Services to evaluate additional alternatives.
- B. Attendance at any additional meetings not identified above.
- C. Preparation of grant or loan applications in connection with the project.
- D. Preparation of environmental assessments, impact studies or similar studies.
- E. Zoning regulations review or modifications necessary for the proposed improvements included in this project.
- F. Land acquisition services.
- G. Preparation of easement documents.
- H. Floodplain, Stormwater, Corps 404, or any other permitting, not outlined in the scope of services.
- I. Payment of review and permitting fees.
- J. Any other item not outlined in the scope of services.

ESTIMATED TIME FRAME:

- A. Preliminary Design Phase – 150 days from effective date of agreement
- B. Final Design Phase – 100 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 420 days.
- E. Post Construction Phase – 60 days following substantial completion of the project.

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 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

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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.

Mayor Zavodny stated that the next item on the agenda was consideration of applying for a Waste Reduction & Recycling Incentive Grant for rubber mulch through the Nebraska Dept. of Environment and Energy, and authorize the City Administrator to sign all necessary documents.

City Administrator Clayton Keller said, "The City agreed to do the purchase for the park equipment for the purple park (Jaycee Park) upgrade. Friends of David City will reimburse us once that check is written and sent. We won't pay that until we get the invoice and the invoice doesn't come until the equipment comes. The equipment will come in October. In the meantime, we would like to submit for a grant to the State to get reimbursed fifty percent of the cost for using rubber mulch and I just want to get Council approval before I hit submit on that grant. I've got it all filled out and it's ready to go."

Council member Jessica Miller said, "That's great. Looking at an early childhood standpoint, rubber mulch is not the greatest for kids because there are wires in it. Is this something that they requested or is this something that we really wanted?"

City Administrator Clayton Keller said, "This was requested by the City Council. When the Friends of David City gave their proposal, the Council said that they wanted to see rubber mulch and there's a grant out there to make that happen."

Council member Pat Meysenburg said, "Isn't there rubber mulch at the park now?"

Mayor Alan Zavodny said, "The Friends of David City purple park originally said that they didn't feel that they could use rubber mulch because it was too expensive, and I remember Council member Hotovy talking about how we shouldn't let that be the stopping point. I don't think the one at the public school has wires."

Council member Jessica Miller said, "Yes, it does. There have been some incidents with the wires."

Mayor Alan Zavodny said, "I've never heard of that. I don't know that we want mulch with wires in it."

Council member Jessica Miller said, "I'm just looking at it from being on those playgrounds and subbing at different schools. There have been pokies."

Mayor Alan Zavodny said, "I suppose there are steel-belted tires and they are still there, but I'm surprised that is even still part of it."

Council member Jessica Miller said, "I'm sure you can't get every little bit of it. I don't know how often it happens. Will there be liability on us if a kid gets hurt there?"

Mayor Alan Zavodny said, "I think that's a very good question and so here's what I want to say, is your grant time sensitive?"

City Administrator Clayton Keller said, "It is. It's due either the 15th or the 25th of August."

Mayor Alan Zavodny said, "I would like an answer to the fact that there's no steel in it."

City Administrator Clayton Keller said, "Even if they give us the grant, we have to enter into a grant agreement. So, at that point we could deny the agreement and not get the grant."

Council member Jessica Miller said, "Is there some way to avoid liability if that freak accident happens?"

City Administrator Clayton Keller said, "The Political Subdivision Tort Claims Act. Basically, they can't sue us."

City Attorney Joanna Uden said, "They would have to prove that we were negligent."

Council member Jessica Miller said, "You know somebody down the line will probably sue because we're in a sue happy country."

Keith Marvin said, "Go to rubbermulch.com."

City Administrator Clayton Keller said, "That's where we got one of our quotes for the grant."

Keith Marvin said, "They claim to have wireless rubber mulch."

Mayor Zavodny said, "I think Clayton gave us a road map to a reasonable course of action here. We approve this and then get assurance that it's steel-free rubber mulch, and at the time of executing the agreement we can decide to accept or not accept."

Council member Pat Meysenburg made a motion to approve applying for a Waste Reduction & Recycling Incentive Grant for rubber mulch through the Nebraska Dept. of Environment and Energy, and authorize the City Administrator to sign all necessary documents. Council Member Kevin Woita seconded the motion. The motion carried.

Tom Kobus: Yea, Bruce Meysenburg: Absent, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

There being no further business to come before the Council, Council member Jessica Miller made a motion to adjourn. Council Member Pat Meysenburg seconded the motion. The motion carried and Mayor Zavodny declared the meeting adjourned at 7:45 p.m.

Tom Kobus: Yea, Bruce Meysenburg: Absent, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

CERTIFICATION OF MINUTES

August 11, 2021

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 11, 2021; 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