

CITY COUNCIL PROCEEDINGS

January 25, 2023

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the meeting room of the City Office at 490 "E" Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on January 19th, 2023, 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.

Present for the meeting were: Mayor Jessica Miller, Council President Bruce Meysenburg, Council members Kevin Woita, Pat Meysenburg, Tom Kobus, Jim Angell and Keith Marvin. Also present were City Attorney Michael Sands, Interim City Administrator/City Clerk Tami Comte, and Deputy Clerk Lori Matchett.

Also present for the meeting were: Special Projects Coordinator Dana Trowbridge, Code Enforcement Officer Marla Schnell, Ethan Joy with JEO, Louise Niemann, Garrett Small, Jalynn Elwood with SENDD, Allen Covault, Ruth Thoendel and Sheriff Tom Dion. There were also twenty to thirty people in attendance to show support for the Bone Creek Museum of Agrarian Art.

The meeting opened with the Pledge of Allegiance.

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

Council member Pat Meysenburg made a motion to approve the minutes of the January 11, 2023 City Council meeting as presented. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Mayor Jessica Miller presented Librarian Cheryl Hein a Certificate of Appreciation for 30 years of dedicated service to the community. Mayor Miller thanked Cheryl for her service.

Council member Keith Marvin made a motion to indefinitely table Resolution No. 2-2023 adopting Nebraska Class. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Mayor Miller stated that the next item on the agenda was accept the low bid for the Water Treatment Plant update project.

Mayor Miller stated that she wanted to remind the public that they had been working on the Water Treatment Plant updates since 2020 and there have been several discussions on this even when the Council was meeting at the Auditorium.

Council member Kevin Woita made a motion to accept the low bid of Velocity Constructors, Inc. for the amount of \$10,562,772 which includes all three alternate bids. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

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MEMO

To: Mayor and City Council
From: Ethan E. Joy, PE
Date: January 6, 2023
Subject: David City Water Treatment Plant Bid Results and Recommendation

Mayor and City Council Members:

The 2022 Water Treatment Plant Upgrade project was advertised, and bids were received on December 1, 2022 at 2 PM. A copy of the bid tab is attached to this memo. As a reminder, this project improves the water plant by eliminating lime softening and transitioning to Reverse Osmosis (RO) water softening along with quite a few other treatment, building, and electrical improvements to the 40 year old facility.

Unfortunately, the bids did exceed the engineer's opinion of cost. The post design opinion of cost prepared in April of 2022 was approximately \$6.6 million. Below is a summary of the bids received:

Bidder	Total Base Bid	Total Bid Alternate #1	Total Bid Alternate #2	Total Bid Alternate #3	Total Base Bid Plus Alternates
Velocity Constructors Inc. Englewood, CO	\$10,038,773.00	\$220,730.00	\$113,190.00	\$190,079.00	\$10,562,772.00
Walters-Morgan Construction, Inc. Manhattan, KS	\$10,272,800.00	\$175,000.00	\$35,000.00	\$121,808.00	\$10,604,608.00

Bid solicitations were sent to approximately 180 contractors and vendors for this project. Due to the current market conditions, only two bids were received. Feedback from various contractors indicated that the construction economy is very busy in the region and due to prior commitments, other contractors did not have capacity to bid this project. In addition, it appears it was difficult to find subcontractors for electrical, painting, and HVAC portions of the project.

These dynamics combined with the supply chain and inflationary factors in the economy has caused the project price to increase. Given that the two bids received were very close (less than 0.5% difference), this indicates that the bid prices received reflect the current project value.

JEO has not worked on a project in the past with Velocity Constructors. In our due diligence, JEO reached out to 5 of the contractor references and received 3 responses. All references were good with no major issues noted. Based upon these references, the information provided in the bid, and JEO's discussions with the contractor; JEO would recommend Velocity Constructors as a responsive, responsible bidder.

Mayor and City Council
January 6, 2023
RE: David City Water Treatment Plant Bid Results and Recommendation
Page 2 of 2

The proposed funding for the project is via the Nebraska State Revolving Loan Fund (SRF) as administered by the Nebraska Department of Environment & Energy (NDEE). JEO worked with the SRF to revise the funding offer for the city after the receipt of bids. The city is being offered loan forgiveness (grant) of 53.84% to 55.46% on the entire project (construction, engineering, & administration). Thus, the proposed grant range is approximately \$6,147,333 to \$6,332,188 with the remaining amount being a low interest loan at 1% interest for a term of 20 to 30 years. The term length will be determined by the city when the formal funding offer is accepted. A copy of the email from SRF is attached to this memo for reference to explain the loan forgiveness range.

Within the project design, JEO, in conjunction with city staff, included three alternative bids on the project.

- Bid Alternate #1 - Gravity Filter Effluent Valve Replacement: Includes work necessary to remove and replace four (4) total 18" butterfly valves and appurtenances adjacent to the gravity filters. These valves are very hard to access and are original to the water plant.
- Bid Alternate #2 - Demolish Existing Upflow Clarifier Unit: Includes removal of the old clarifier unit that will not be needed anymore due to the elimination of lime softening.
- Bid Alternate #3 - Install 6" Concrete Pavement: Includes paving the driveway and parking area of the water treatment plant instead of using gravel.

After final review of the bids, project scope, and available funding, JEO would recommend award of the base bid and all three alternatives to Velocity Constructors, LLC. Despite the high bid prices, the funding package offered to the city is very attractive and the interest rate on the loan is also very low when compared to current interest rates.

It is understood that another consultant is currently working on a water rate study for the community. Final water rates necessary to ensure adequate coverage of existing water systems costs and new debt service costs will need to be confirmed by the other consultant. However, it is anticipated that the water rates will not be excessive, especially in light of AGP starting up and being a very large water user.

Should the City of David City choose to award the project and move forward, the next steps would be a formal contract being signed with the low bidder. JEO has also had preliminary discussions with Velocity about potential value engineering items that would be able to lower the project costs, but those discussions will have to occur after award.

Thank you for the opportunity to serve the City of David City. If there are any questions or concerns about this project, please feel free to reach out to me anytime at 402.241.7409 or ejoy@jeo.com.

Sincerely;



Ethan E. Joy, PE
Branch Manager



Bid Tab

PROJECT | 2022 Water Treatment Plant Upgrades, SRF Project No. D311686

JEO PROJECT NO. | 202024.00

LOCATION | David City, NE

LETTING | December 1, 2022 @ 2:00 PM

OPINION OF PROBABLE COST | \$6,660,000.00

Bidder	Total Base Bid	Total Bid Alternate #1	Total Bid Alternate #2	Total Bid Alternate #3
Velocity Constructors Inc. Englewood, CO	\$10,038,773.00	\$220,730.00	\$113,190.00	\$190,079.00
Waters-Morgan Construction, Inc. Manhattan, KS	\$10,272,800.00	\$175,000.00	\$35,000.00	\$121,808.00



Tab Sheet

PROJECT | 2022 Water Treatment Plant Upgrades, SRF Project No. D311686

JEO PROJECT NO. | 202024.00

LOCATION | David City, NE

				Velocity Constructors Inc.	Walters Morgan Construction Inc.		
BASE BID							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	Water Treatment Plant Upgrades, Complete	1	LS		\$9,691,296.00		\$10,197,000.00
2	Install Aggregate Surfacing	358	TONS	\$42.50	\$15,215.00	\$100.00	\$35,800.00
3	Final Cleanwell Roof Slab Rehabilitation	100	SF	\$140.30	\$14,030.00	\$400.00	\$40,000.00
SUBTOTAL BASE BID					\$9,720,541.00		\$10,272,800.00
SALES TAX FOR MATERIALS & EQUIPMENT ON BASE BID @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					\$318,232.00		Not Applicable
TOTAL BASE BID					\$10,038,773.00		\$10,272,800.00

BID ALTERNATE #1							
Item	Description	Qty.	Unit	Unit Price	Total	Unit	Total
1	Gravity Filter Effluent Valve Replacement	1	LS		\$208,002.00		\$175,000.00
SUBTOTAL BASE BID					\$208,002.00		\$175,000.00
SALES TAX FOR MATERIALS & EQUIPMENT ON BASE BID @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					\$12,728.00		Not Applicable
TOTAL BID ALTERNATE #1					\$220,730.00		\$175,000.00

BID ALTERNATE #2							
Item	Description	Qty.	Unit	Unit Price	Total	Unit	Total
1	Demolish Existing Upflow Clarifier Unit, Complete	1	LS		\$110,797.00		\$35,000.00
SUBTOTAL BASE BID					\$110,797.00		\$35,000.00
SALES TAX FOR MATERIALS & EQUIPMENT ON BASE BID @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					\$2,393.00		Not Applicable
TOTAL BID ALTERNATE #2					\$113,190.00		\$35,000.00

BID ALTERNATE #3							
Item	Description	Qty.	Unit	Unit Price	Total	Unit	Total
1	Install 6" Concrete Pavement	1,324	SY	\$138.00	\$182,712.00	\$92.00	\$121,808.00
SUBTOTAL BASE BID					\$182,712.00		\$121,808.00
SALES TAX FOR MATERIALS & EQUIPMENT ON BASE BID @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					\$7,367.00		Not Applicable
TOTAL BID ALTERNATE #3					\$190,079.00		\$121,808.00



David City Water Treatment Plant Improvements Project – Contractor References Check

Contractor: Velocity Constructors, LLC

Who Called: Sarah Nguyen

Date: 12.14.2022

Project Experience

Meridian Lake Park Water Treatment Plant Improvements / Crested Butte, CO	
Engineer	Stantec Consulting Services Inc. / Stephanie Elliott / 303.758.4058
General Opinion	Project was done in 2017/2018. Good contractor.
Performance	Did well, no poor comments
Competency	Did well with installations
Schedule / Time Management	On schedule, some delays from weather.
Change Orders	Few change orders, some tension to go through change orders. Relatively responsive.
Wastewater Treatment Plant Headworks Improvements / Gillette, WY	
Engineer	HDR / DelRon Peters / 605.977.7745
General Opinion	\$15 mill. – top edge of what they're capable of doing. Not a lot of spare crews. Owner is currently frustrated with their scheduling, but they're going to finish the job and it will be good. He would award them again on another project
Performance	Show up and they get the work done, but had to change project manager during the middle of the project, second project manager is better and responds timely. The first project manager was unresponsive and needed some hand holding
Competency	Left a trench open, and needed to be recompact, but they went back and recompacted when asked. This is one of the largest projects they've done, so it's taken them a little time to get used to the coordination with larger projects.
Schedule / Time Management	Not fast but will get the job done.
Change Orders	Five change orders, still on time with budget. First couple change orders were a little difficult to compromise on a price, but the last couple have gone smooth.
Town of Grandby South Service Area Water Treatment Plant / Grandby, CO	
Engineer	SGM / Warren Swanson / 970-384-9051
General Opinion	Did well on the project, capable to handle up to \$10 million dollar projects. Have worked with them in the past and they are happy when they are the ones trying to win the work.
Performance	Good, quality work on electrical
Competency	Good project manager & superintendent
Schedule / Time Management	Substantial completion and final coating touchup/repair leaks took a while to get them to wrap up and close out the project.
Change Orders	

Water Treatment Plant and Southern Distribution Loop / Larkspur, CO	
Engineer	Wright Water Engineers, Inc. / Jeff Nelson / 303.480.1700
General Opinion	No Response
Performance	
Competency	
Schedule / Time Management	
Change Orders	
Forest Lakes Water Intake and Treatment Plant Project / Monument, CO	
Engineer	Wright Water Engineers / Wayne Lorenz / 303.480.1700
General Opinion	No Response
Performance	
Competency	
Schedule / Time Management	
Change Orders	

Ethan Joy

From: McNulty, Steve <Steve.Mcnulty@nebraska.gov>
Sent: Wednesday, December 21, 2022 2:18 PM
To: Ethan Joy
Cc: Tami Comte (tcomte@davidcityne.com); Steve Locke; Sarah Nguyen; Martinmaas, Cyril
Subject: Re: David City WTP Bid Results

Hi Ethan and Tami,

Ethan, thank you for all of your efforts to pull the information together that we have requested, even in preliminary form it is helpful. Helpful in that I can provide an initial range of what forgiveness percentage the DWSRF can provide in funding this project.

Tami, that forgiveness range based on the preliminary numbers is 53.84% up to 55.46%. Through the DWSRFs current year's funding program, David City is eligible for funding through the Emerging Contaminants program to address elevated levels of manganese at 100%, but that must be blended with our traditional program funds at 45%, and for the cost increase above our Funding List amount at 22.5%. As a blend of 3 different programs, the outcome of the bid and what project phases are included, still can change the final percentage level.

First and most importantly, those numbers provided by Velocity must go from preliminary to final prior to any loan signing. Emerging Contaminants funding has a narrow scope of allowability. If it is determined that the "final" information provided by Velocity were to change later, the forgiveness percentage will reduce at a very significant rate. That negative now being stated, the numbers Velocity provided appear to be very detailed.

Then the City has to decide on an intended project scope, for example will the alternatives bid be accepted, and/or a water tower repainting phase still be included. And an impactful unknown, will the estimated contingency funding ever be used, on what and to what extent.

I apologize that for this project, the laws and rules result in the estimated range. I'd suggest the Council make its decision whether to accept the bid and on project scope relying on the low end, the 53.84%. I will continue to work with JEO throughout to have it end higher, with a repeated last statement that a higher-than-expected contingency use could put it lower.

Please let me know if you have any questions.

Steve McNulty | Supervisor
State Revolving Fund Section
PLANNING & AID DIVISION
Nebraska Department of Environment & Energy
OFFICE/CELL: 402-471-4200 | FAX: 402-471-2909
PO Box 98922, Lincoln, NE 68509
"If you learn one thing, it was worth it"

From: Ethan Joy <ejoy@jeo.com>
Sent: Friday, December 2, 2022 12:34 PM
To: McNulty, Steve <Steve.Mcnulty@nebraska.gov>
Cc: Tami Comte (tcomte@davidcityne.com) <tcomte@davidcityne.com>; Steve Locke <slocke@jeo.com>; Sarah Nguyen

Mayor Jessica Miller declared the public hearing open at 7:04 p.m. concerning an application to the Nebraska Department of Economic Development for a Community Development Block Grant (CDBG).

Louise Niemann introduced herself and stated that she had a letter to read from Helen Raikes. The letter is attached below.

I am Helen Raikes, retired Willa Cather professor of education from the University of Nebraska. I live in rural Ashland, neighboring Saunders County. Long a fan of the Regionalist Art of Grant Wood, Thomas Hart Benton and John Stuart Curry, I became enamored by the cornerstone work of Dale Nichols and the Bone Creek Agrarian Art Museum when I was a candidate for D23 Legislative Seat and had the opportunity to campaign in David City. Thriving rural communities was a pillar of my campaign and is my on-going interest.

While I did not win that election, my admiration for Bone Creek had been noted by Anna Nolan and Allen Covault and I was invited to join the Steering Committee which I have done.

The more I learned the more I became impressed. Bone Creek and David City's agrarian art collections are unique not only in Butler County, not only in our region or district, not only in our state, but the collection is unique in the United States and north America.

My role on the steering committee was to reach out to both agriculture supporters and more widely in Nebraska and beyond. I found support from as far away as New York City and among agriculture interests. Patrons of both the arts and agriculture recognize the jewel that Bone Creek offers our region, state and nation. It will attract further interest and flourishing in David City and Nebraska as well as for the arts. We are fortunate to have the Community Development Block Grant mechanism and for S.E.N.D.D.'s support and expertise.

I urge David City to recognize, support and celebrate this opportunity to move this effort forward. Thank you.

Helen Raikes, Willa Cather Professor Emeritus, University of Nebraska-Lincoln
684 North Forty Drive, Ashland, NE 68003
Hraikes2@unl.edu

Louise Niemann spoke on behalf of the Bone Creek Museum of Agrarian Art.

Jalynn Elwood, CDBG Grant Administrator with SENDD, introduced herself and stated that Bone Creek Museum will be requesting \$433,000 for Community Development Block Grant Funds from the Department of Economic Development. This would include \$400,000 for project costs regarding ADA accessibility. This would also include \$25,000 and \$8,000 for SENDD to conduct general administration and construction management. If anyone has any questions about Community Development Block Grants they can direct those to Jalynn Elwood.

Garrett Small, Allen Covault and Ruth Thoendel all spoke in favor of the Bone Creek Museum of Agrarian Art's application for CDBG funds.

There were approximately twenty people present who were in support of the Bone Creek Museum of Agrarian Art's application for CDBG funds.

Mayor Jessica Miller declared the public hearing closed at 7:14 p.m.

Mayor Miller stated that the next item on the agenda was reappointment of Dana Trowbridge as the Special Projects Coordinator.

Mayor Miller stated that Dana Trowbridge was appointed on a yearly basis.

Council member Pat Meysenburg made a motion to reappoint Dana Trowbridge as the Special Projects Coordinator for a one-year term. Council Member Tom Kobus seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Pat Meysenburg made a motion to authorize Mayor Jessica Miller to sign and send a letter confirming letting the current contract for Law Enforcement with the County of Butler expire on January 31, 2023. Council Member Keith Marvin seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

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P.O. Box 191
557 4th Street
David City, NE 68632



Phone: (402) 367-3135
FAX: (402) 367-3126
Website: www.davidcityne.com

January 26, 2023

Mr. Anthony Whitmore
Chairman
Butler County Board of Supervisors
451 N. 5th Street
David City, NE 68632

RE: Termination of Agreement for Law Enforcement Services

Dear Mr. Whitmore:

Pursuant to the attached letter dated August 11, 2022, executed by the City of David City and Butler County (collectively, the "Parties"), the Parties extended the term of that certain Agreement between Butler County, Nebraska and the City of David City, Nebraska to Provide Law Enforcement Services, made and entered into October 28, 2020 (the "Agreement") to January 31, 2023. I write today to confirm that the City of David City intends to allow the Agreement to terminate, and for the Agreement to terminate, at 11:59 p.m. on January 31, 2023.

The City of David City appreciates Butler County and the Butler County Sheriff's Office. The City of David City understands that the Butler County Sheriff's Office will continue enforcing state law and other matters as appropriate within the City's corporate limits, as it does elsewhere in Butler County.

The City desires to maintain a cooperative and open dialogue and working relationship regarding law enforcement matters and hopes the County and Sheriff Dion will agree. Thank you.

Very truly yours,

A handwritten signature in blue ink that reads "Jessica Miller". The signature is written in a cursive, flowing style.

Jessica Miller
Mayor

Council member Keith Marvin made a motion to approved directing City Staff and the City Attorney to investigate forming a David City Police Department. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Ethan Joy with JEO introduced himself and stated that this was the contract to redo the City's GIS programming. JEO was the engineering firm that was chosen during the RFQ process.

Council member Keith Marvin made a motion to approve a contract with JEO for ArcGIS mapping updates with \$10,000 to be paid by grant funds. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

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January 17, 2023

Mayor and City Council
City of David City
490 "E" Street, P.O. Box 191
David City, NE 68632

RE: Water System Mapping with GIS
David City, Nebraska
JEO Project No. 221891.00

Dear Mayor and City Council,

The City of David City recently sent a Request for Qualifications notification to JEO Consulting Group, Inc. regarding the implementation of ArcGIS Online. During the November 30, 2022 City Council meeting the City Council selected JEO to perform this work. Please find attached a detailed scope of services.

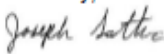
JEO is pleased to provide this agreement to the City of David City to improve the water system's security by updating the City's water system maps, and deployment of ArcGIS Online to better manage the City's water system assets. Clear and accurate water system maps are important for the proper operation, maintenance, and security of your public water system. We are the right firm to help you improve your Public Water System Maps which will improve your responsiveness to any accidental or intentional disturbances to the system. The goal of all mapping updates is to improve the health and welfare of the public water system users. A detailed scope of services is attached to this letter.

Fee: JEO's fees from the proposed services are outlined as follows. Price is valid for 60 days:

Water System Mapping Updates: \$12,000.00 Lump Sum

Joe Sather will be the Project Manager and designated representative on this project. We ask that you also designate a representative for JEO to work with that has the authority to give direction and act on your behalf during the project.

Our firm appreciates the opportunity to work with you on this project. If you concur that our firm should provide these services for the project, we request that you please sign the copies attached and return one copy to us for our records. If any of this does not agree with your understanding of this project or you have any questions concerning the above, please contact us at your convenience.

Sincerely,

Joe Sather
Project Manager

Accepted:

Encl. Date: _____



**SCOPE OF SERVICES:
Exhibit A**

SCOPE OF SERVICES:

- 1. GIS SERVICES**
 - 1.1 Software**
 - 1.1.1 Create a cloud-based GIS organization (ArcGIS Online) for Owner.
 - 1.1.2 Set up the following ArcGIS Online user account and permissions to allow both JEO and Owner access to the organization. The account is active for one year from the date of purchase. Owner is responsible for renewing account after year one.
 - 1.1.2.1 One ArcGIS Online Creator License
 - 1.2 Schema / Data Structure**
 - 1.2.1 Deploy Water GIS solutions into Owner ArcGIS Online organization.
 - 1.2.2 Publish web services for GIS data.
 - 1.3 City to request copy of GIS data from gWorks, preferably in Geodatabase format, for JEO to import into ArcGIS Online Feature Services.**
 - 1.4 Organizational Share**
 - 1.4.1 Create share between JEO and Owner for JEO to assist in administration and data editing tasks.
 - 1.5 Map Creation**
 - 1.5.1 Water Web Map
- 2. FIELD DATA COLLECTION**
 - 2.1 JEO will spend 1 day on-site collecting newly added GIS location data. JEO will only shoot features marked and identified by the Owner.
 - 2.2 Utilize survey grade GNSS/GPS equipment to collect horizontal and vertical (at ground surface) locations for water system features marked by City.
 - 2.3 Utilize the Nebraska State Plane zone 2600 projection (Grid Coordinates) horizontal coordinate system, and NAVD 1988 elevations utilizing Geoid 18.
- 3. DELIVERABLES**
 - 3.1 ArcGIS Online Organization**
 - 3.1.1 Fully operating ArcGIS Online organization with GIS user account, web services, maps, apps, and data (outlined in task 1).
 - 3.1.2 Update Hard-Copy Maps (11 x 17 map books, and wall maps)
 - 3.1.3 Backup scripts to back up all GIS data
 - 3.1.4 ArcGIS Field Maps application for field visualization and editing of GIS data
- 4. TRAINING & SUPPORT**
 - 4.1 JEO to spend up to 16 hours on-site to train Owner's staff on:
 - 4.1.1 Viewing and editing GIS data through web and mobile applications
 - 4.1.2 Assisting with field verification of GIS assets
 - 4.1.3 Troubleshooting
- 5. HARDWARE & RELATED SERVICES**
 - 5.1 One Trimble Catalyst DA2 Receiver**
 - 5.1.1 Catalyst On Demand 30 hours at Catalyst 1 (1cm/0.4in) performance level. Expires 12 months from purchase date.
 - 5.1.2 Pouch for DA2 receiver
 - 5.1.3 2 Meter Pole

- 5.1.4 Bipod for pole
- 5.1.5 Tablet-to-pole mounting kit
- 5.1.6 2 external rechargeable batteries
- 5.2 One Tablet based on outlined specs below:
 - 5.2.1 256 GB of Storage
 - 5.2.2 Cellular Enabled
 - 5.2.3 64bit Chip Architecture
 - 5.2.4 8 GB RAM
 - 5.2.5 802.11ax Wi-Fi 6
 - 5.2.6 5G Wireless
- 5.3 One Line of Cellular Service (Required for mobile editing and creation of mobile GIS data.)
 - 5.3.1 Service for tablet at \$50/month per device totaling \$600. Owner responsible for ongoing service and anything over \$50/month cost.

FEE:

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

<i>Task</i>	<i>Fee</i>
GIS SERVICES	\$12,000
Total	\$12,000 (Lump Sum)

YEARLY GIS COSTS:

Below is a breakdown of GIS cost estimates out to year three. Prices may vary from year to year on hardware and software:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<i>GIS Mapping Project</i>	8,260	0	0
<i>Esri License</i>	550	550	505
<i>Tablet</i>	1,100	0	0
<i>Cellular Data Plan (\$50/mo)</i>	600	600	600
<i>GPS</i>	375	0	0
<i>GPS Correction (30hrs)</i>	315	315	315
<i>Additional Hardware</i>	800	0	0
Total:	\$12,000	\$1,465	\$1,465

PROJECT SCHEDULE

- 1.1 Deliverables: On or before September 30, 2023
- 1.2 Training: to be completed as part of this project, prior to September 30, 2023.

OWNER RESPONSIBILITIES

- 1.1 The Owner must provide the following to JEO:
 - 1.1.1 Provide a room/location for all meetings and training throughout the project.
 - 1.1.2 Copies of the most current GIS data, CAD data, imagery, and base maps
- 1.2 Timely review of documents or requests for information
- 1.3 Mark and identify new features to be collected

EXCLUSIONS

- 1.1 Additional on-site GIS training (as directed by Owner at \$150 per hour)
- 1.2 Phone support after September 30, 2023 (as directed by Owner at \$150 per hour)

ADDITIONAL TERMS

- 1.1 The General Conditions are specified in Exhibit B.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in the attached Scope of Services. JEO shall invoice the client for these services at the fee stated in the attached Scope of Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners,

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

10. 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 client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

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

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

13. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners,

successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

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

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

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

14. 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.

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

16. 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.

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

Council member Bruce Meysenburg made a motion to adopt the Procurement Procedures and Code of Conduct for the Downtown Revitalization Project (DTR). Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

(This space left intentionally blank)



AUTHORIZATION TO REQUEST GRANT FUNDS

- | | |
|---|---|
| <input checked="" type="checkbox"/> Community Development Block Grant | <input type="checkbox"/> Nebraska Affordable Housing Trust Fund |
| <input type="checkbox"/> HOME Investment Partnership Fund | <input type="checkbox"/> Rural Workforce Housing Fund |
| <input type="checkbox"/> National Housing Trust Fund | <input type="checkbox"/> Middle Income Workforce Housing Fund |

This is to Certify that Jessica Miller, Mayor and
(TYPED NAME [Mayor/Board Chairperson]; [Owner, General Partner])
Tami Comte, City Clerk are authorized to
(TYPED NAME [Clerk/Executive Director]; [Owner, General Partner])
request grant funds for Grant Number(s)** 22-DTR-004 ;
and that the signatures appearing below are the true signatures of the
aforementioned individuals.

SIGNATURES OF AUTHORIZED OFFICIALS

Signature
Jessica Miller
Typed Name
David City Mayor
Title

Email

Date

Signature
Tami Comte
Typed Name
David City Clerk
Title
tcomte@davidcityne.com
Email

Date

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT

<u>City of David City</u>	<u>22-DTR-004</u>	
CDBG Subrecipient	CDBG Number	
<u>PO Box 191</u>		
Address		
<u>David City</u>	<u>NE</u>	<u>68632</u>
City	State	Zip Code
<u>Tami Comte</u>	<u>402-367-3135</u>	
Contact Person	Telephone	

FINANCIAL MANAGEMENT CERTIFICATION

Check "Yes" or "No" in the column to the left to indicate if your financial management system complies with these statements:

1. Does the financial management system provide for:

- | YES | NO | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (a) proper recording and accounting for all CDBG receipts? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (b) control over and accountability for all funds, property, and other assets? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (c) records that identify the source and use of funds? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (d) the expenditure of CDBG funds within five days of the receipt of funds? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (e) the application of program income to the CDBG fund? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (f) the disbursing of program income prior to making additional drawdowns? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (g) accounting records that are supported by source documents? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (h) a comparison of actual expenditures with amounts budgeted for activities within the grant? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (i) audits to be conducted in accordance with 2 CFR Part 200, Subpart F? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (j) audits of non-profit subrecipients to be conducted in accordance with 2 CFR Part 200, Subpart F? |

2. Are the individuals who are responsible for the financial management of the CDBG:

- | YES | NO | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | a) familiar with 2 CFR Part 200, Subpart E Treasury Circular 1075 (31 CFR Part 205)? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (b) aware that failure to comply these regulations will result in audit findings and the repayment of ineligible costs to the Department of Economic Development? |

I certify that the above responses are an accurate indication of the status of the financial management system which will be used for the Community Development Block Grant Funds.

SIGNATURE OF MAYOR/CHAIRPERSON

Jessica Miller

TYPED NAME

DATE

City of David City, Nebraska

PROCUREMENT PROCEDURES AND CODE OF CONDUCT

The **City of David City** Nebraska will in all cases of procurement for professional services, construction services and materials needed for Community Development Block Grant (CDBG) Programs adhere to Code of Federal Regulation 2 C.F.R. Section 200.320 or current state statutes; in all cases the stricter shall apply. City/Village/County is responsible for understanding and complying with federal or state requirements located within the original source. The following procedures summarize said laws and regulations.

- A. Procurement shall be made by one of the following methods:
- 1) Micro Purchase Procedures [2 C.F.R. Section 200.320 (a)(1)] – This method will generally be used to obtain very small quantities of supplies. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see 2 C.F.R. Section 200.1), currently set at \$10,000 except as otherwise discussed in the regulation set at 48 C.F.R. part 2, subpart 2.1. To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
 - 2) Small Purchase Procedures [2 C.F.R. Section 200.320 (a)(2)] – This method will generally be used to obtain small quantities of supplies. Procurement by small purchase is the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold (see 2 C.F.R. Section 200.1) currently set at \$250,000, except as otherwise discussed in the regulation set at 48 C.F.R. part 2, subpart 2.1. If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
 - 3) Sealed Bids [2 C.F.R. Section 200.320 (b)(1)] - This method will generally be used to obtain contractors for construction projects and for large quantities of goods or materials. Procurement by sealed bids is a procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.
 - 4) Proposals [2 C.F.R. Section 200.320 (b)(2)] - This method will generally be used to obtain professional services. Procurement by proposal is a procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. This method has two sub-parts—the Request for Proposal and the Request for Qualifications.

Request for Proposals – Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered.

Request for Qualifications - The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of architectural/engineering professional services. It cannot be used to purchase other types of services through architectural/engineering firms that are a potential source to perform the proposed effort.

- 5) Non-Competitive Procurement [2 C.F.R. Section 200.320 (c)] – This method will only be used after approval from the Department of Economic Development. When requesting permission to use this method, the non-Federal entity will have to show that another method of procurement was not feasible because: it is the acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold, the item or service is only available from a single source; a public exigency or emergency for the requirement will not permit a delay from publicizing a competitive solicitation; or after a solicitation of a number of sources, competition is determined to be inadequate.
- B. The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals [2 C.F.R. Section 200.324(a)]. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used [2 C.F.R. Section 200.324(d)].
- C. The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of contract type; contractor selection or rejection; and the basis for the cost or price [2 C.F.R. Section 200.318(i)].
- D. The following contract provisions or conditions shall be included in all procurement contracts and subcontracts:
 - General Administrative Provisions
 - Effective date of the contract.
 - Names and addresses of the firm and the non-Federal entity.
 - Citation of the authority of the non-Federal entity under which the contract is entered into and the source of the funds.
 - Conditions and terms under which the contract may be terminated by either party for cause and for convenience and remedies for violation/breach of contract.

- Procedures for amending or revising the contract.
- Names of representatives of the non-Federal entity and contractor who will act as a liaison for administration of the contract.
- A clause prohibiting a transfer of any interest in the contract by the contractor.
- Provisions requiring the contractor to maintain records and furnish reports.

Scope of Services

- Detailed description of the extent and character of the work to be performed.
- Time for performance and completion of contract services, including project milestones, if any.
- Specification of materials or other services to be provided (i.e. maps, reports, etc.)

Method of Compensation

- Provisions for compensation for services including fee and or payment schedules and specification of maximum amount payable under the contract.

Federal Standard Provisions

- Compliance with Executive Order 11246, as amended (Required for service contractors only if the contractor has 50 or more employees and the contract is for more than \$50,000)
- Title VI of the Civil Rights Act of 1964 clause
- Section 109 of the Housing and Community Development Act of 1974 clause
- Section 3 of the Housing and Urban Development Act of 1968
- Access to Records/Maintenance of Records clause
- Age Discrimination Act of 1975, as amended
- Section 504 of the Rehabilitation Act of 1973, as amended
- Conflict of Interest 2 CFR §200.318
- When required, all construction contracts exceeding \$2,000 shall include provisions for compliance with the Davis-Bacon Act (DBA), the Contract Work Hours and Safety Standards Act (CWHSSA), The Copeland Act (Anti-Kickback Act) clause, and the Fair Labor Standards Act (FLSA) clause.

This Code of Conduct shall govern the performance of the elected or appointed officials or member of any board or commission employees or agents of the City of David City engaged in the award and administration of contracts supported by Federal funds under the Community Development Block Grant.

- I. The provisions and requirements of the *Conflicts of Interest, at subpart (d)* of the Nebraska Political Accountability and Disclosure Act [such subpart (d) encompassing Sections 49-1493 through 49-14,104 of the Nebraska Revised Statutes], are incorporated in this Code of Conduct by this reference. The provisions and requirements of 2 C.F.R. Section 200.112 are also incorporated in this Code of Conduct by this reference. The requirements of these Nebraska state statutes and federal regulations will be adhered to, and in the event of a conflict in the requirements of any of such state and federal requirements, the stricter of any conflicting provisions will be adhered to.
- II. No employee, officer, or agent of the municipality may participate in the selection, or in the award or administration of a contract supported by Federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent; any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract [2 C.F.R Section 200.318(c)(1)].
- III. The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts [2 C.F.R Section 200.318(c)(1)].
- IV. Violations of this Code of Conduct will invoke penalties and sanctions consistent with applicable Federal and State laws.

Date Adopted

Signature of Mayor / Chairperson

Jessica Miller

Typed Name

Date Signed



EXCESSIVE FORCE CERTIFICATION

On this _____ day of _____, 20_____, the

Mayor Jessica Miller

of

City of David City

(Title and Name of Chief Elected Official)

(Name of Local Government Unit)

does hereby certify to the Nebraska Department of Economic Development that the

City of David City

(Name of Local Government Unit)

has adopted a policy of enforcing applicable State and local

laws against the use of excessive force by law enforcement agencies within its jurisdiction

against any individual engaged in nonviolent civil rights demonstrations.

(Chief Elected Official Signature)



January 4, 2023

Steve Charleston, Program Representative
Nebraska Department of Economic Development
245 Fallbrook Blvd, Ste 002
Lincoln, NE 68521

RE: David City, Nebraska
CDBG #22-DTR-004
Fair Housing

Dear Mr. Charleston:

This letter is our written response concerning actions to affirmatively further fair housing, as part of the CDBG Program in David City, Nebraska. David City has not received a CDBG award in the last 10 years and therefore the proposed fair housing actions are new to the community.

The following is the action that the City will undertake to continue to meet requirements of the federal fair housing laws:

The City will post fair housing information on the city website: <https://davidcityne.com>

If you have any questions, or need further information, please contact our City Clerk, Tami Comte at 402-367-3135 or tcomte@davidcityne.com, or our CDBG Project Administrator, Jalynn Ellenwood, who can be reached at Southeast Nebraska Development District (SEND), 7407 O St, Lincoln, NE, 68510, 402-475-2560, or jellenwood@senedd.org.

Sincerely,

Mayor Jessica Miller



January 4, 2023

Steve Charleston, Program Representative
Nebraska Department of Economic Development
245 Fallbrook Blvd, Ste 002
Lincoln, NE 68521

RE: David City, Nebraska
CDBG #22-DTR-004
CDBG Certified Administrator

Dear Mr. Charleston:

The City of David City is a member of the Southeast Nebraska Development District (SEND). SEND will act in its official capacity through an interlocal agreement including the City of David City. SEND will serve as the project's grant administrator and will enter into contracts for administration and construction management.

Jalynn Ellenwood will serve as the CDBG Certified Grant Administrator for this project. Her certification expiration date is 12/31/2025. Jalynn can be reached at Southeast Nebraska Development District (SEND), 7407 O St, Lincoln, NE, 68510, 402-475-2560, or jellenwood@sendd.org.

Sincerely,

Mayor Jessica Miller



January 4, 2023

Steve Charleston, Program Representative
Nebraska Department of Economic Development
245 Fallbrook Blvd, Ste 002
Lincoln, NE 68521

RE: David City, Nebraska
CDBG #22-DTR-004
Limited English Proficiency

Dear Mr. Charleston:

The City's Limited English Proficiency (LEP) Representative will be Tami Comte, City Clerk. She can be contacted by phone at 402-367-3135 or email at tcomte@davidcityne.com.

David City has completed a Four Factor Analysis consistent with HUD LEP Guidance, which is enclosed. In order to fulfill the requirements to provide meaningful access to LEP persons related to this grant:

1. The City will, in all public hearing notices related to the grant, include information about how to access language interpretation services.
2. The City will coordinate with local organizations, including SENDD, to provide translation services as needed. At times where a translator is not available, the City of David City will utilize 'Google Translate' and/or 'I Speak' cards.

If you need further information, please contact our CDBG Project Administrator, Jalynn Ellenwood, who can be reached at Southeast Nebraska Development District (SEND), 7407 O St, Lincoln, NE, 68510, 402-475-2560, or at jellenwood@sendd.org.

Sincerely,

Mayor Jessica Miller

Council member Bruce Meysenburg introduced Ordinance No. 1427. Mayor Jessica Miller read Ordinance No. 1427 by title.

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

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1427 setting the pay for the Code Enforcement Officer on 3rd and Final reading. Council Member Keith Marvin seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

ORDINANCE NO. 1427

AN ORDINANCE OF THE CITY OF DAVID CITY, NEBRASKA TO SET THE PAY FOR THE CODE ENFORCEMENT OFFICER; REPEAL ALL ORDINANCES OR PORTIONS OF ANY ORDINANCE IN CONFLICT THEREWITH; PROVIDE AN EFFECTIVE DATE; AND PROVIDE FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

SECTION 1. The Mayor and City Council of David City, Nebraska, do hereby establish and fix the pay for Code Enforcement Officer at **\$25.00 per hour** after the passage of this ordinance.

SECTION 2. Any and all ordinances, or sections thereof, passed and approved prior to the passage, approval and publication or posting of this ordinance, and in conflict with its provisions, is hereby repealed.

SECTION 3. This ordinance shall be published in pamphlet form and shall be in full force and effect beginning on January 11, 2023.

PASSED AND APPROVED this 25th day of January, 2023.

Mayor Jessica Miller

City Clerk Tami Comte

Council member Jim Angell made a motion to Appoint Nick Hein as a regular member of the Board of Zoning Adjustment instead of an alternate to fill the unexpired term of Jim Angell (May, 2023) and approving his term from (May, 2023 - May, 2026). Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Pat Meysenburg made a motion to appoint Andrew Holloway as an alternate member of the Board of Zoning Adjustment to fill the unexpired term of Nick Hein (March of 2023) and approving his term from (March, 2023 to March, 2026). Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to recess the City Council meeting at 7:25 p.m. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to reconvene the City Council meeting at 7:29 p.m. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to enter into closed session at 7:30 p.m. to discuss pending litigation and personnel. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Kevin Woita made a motion to reconvene in open session at 8:50 p.m. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Kevin Woita made a motion to adjourn. Council Member Pat Meysenburg seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 8:50 p.m.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0



CERTIFICATION OF MINUTES
January 25, 2023

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 January 25, 2023; 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