

CITY COUNCIL PROCEEDINGS  
December 13, 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 December 7, 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: Council President Bruce Meysenburg, Council members Kevin Woita, Pat Meysenburg, Jim Angell, Keith Marvin, Tom Kobus, City Attorneys David Levy and Spencer Hosch, and Interim City Administrator/City Clerk Tami Comte. Mayor Jessica Miller was absent.

Also present for the meeting were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Wastewater Supervisor Charles Dresch, Street Supervisor Chris Kroesing, Shane Baack and Rick Schneider with the Jones Group, Marlene Hein, and Jerry Kosch.

The meeting opened with the Pledge of Allegiance.

Council President Bruce Meysenburg 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. Council President Bruce Meysenburg read the speaking guidelines for the City Council meeting. 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 Jim Angell made a motion to approve the minutes of the November 29, 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

Council member Pat Meysenburg made a motion to approve the claim to D-Sign Shop. Council Member Tom Kobus seconded the motion. The motion carried.

Jim Angell: Abstain (With Conflict), Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 5, Nay: 0, Abstain (With Conflict): 1

Council member Jim Angell made a motion to approve the claims as presented. 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 President Bruce Meysenburg asked for committee and officer's reports.

Wastewater Supervisor Charles Dresch introduced himself and reported that the City of Gibbon, Nebraska is interested in the gas building at the wastewater plant. They would like to purchase the building and most of the piping for their use in Gibbon. The City will work with City Attorney David Levy to come up with a fair market price for the items that they need to purchase.

Council member Keith Marvin made a motion to approve the committee and officer's reports as presented. 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 approve Change Order #2 for Velocity Constructors, Inc. in the amount of \$84,742.51. 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

**CHANGE ORDER NO.: 2**

Owner: **City of David City** Owner's Project No.:  
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **202024.00**  
 Contractor: **Velocity Constructors, Inc.** Contractor's Project No.:  
 Project: **2022 Water Treatment Plant Upgrades, SRF Project No. D311686**  
 Contract Name: **2022 Water Treatment Plant Upgrades, SRF Project No. D311686**  
 Date Issued: **11/29/2023** Effective Date of Change Order: **11/29/2023**

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

Description:

This change order generally includes some miscellaneous changes to the project up to this date. The changes include replacement of the three existing high service pumps and motors, improvements to the existing sanitary sewer service connection, a deduct from a change in the coating applied to the intermediate clear well, the addition of water stops and geogrid on the intermediate clear well, and a deduct for the additional cost and labor during the finished/raw water replacement.

Attachments:

1. Paint Change Email Confirmation
2. High Service Pump Replacement
3. David City Cost and Labor Breakdown for Finished/Raw Water Replacement
4. JEO Cost and Labor Breakdown for Finished/Raw Water Replacement
5. Water Stop and Geogrid Cost Breakdown
6. Sewer Tie-In Cost Breakdown

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>10,562,772.00</u>	Original Contract Times: Substantial Completion: <u>August 10, 2024</u> Ready for final payment: <u>October 9, 2024</u>
Net change from previously approved Change Orders: \$ <u>54,560.00</u>	Net change from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price prior to this Change Order: \$ <u>10,617,332.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 10, 2024</u> Ready for final payment: <u>October 9, 2024</u>
Net change for this Change Order: \$ <u>84,742.51</u>	Net change for this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price incorporating this Change Order: \$ <u>10,702,074.51</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 10, 2024</u> Ready for final payment: <u>October 9, 2024</u>

Recommended by Engineer (if required)

Authorized by Owner

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



City Council Proceedings  
 December 13, 2023  
 Page #5

Velocity Constructors  
 2212 - David City WTP  
 POO - 1 Misc Changes

All Rates are Burdened and have Per Diem  
 PM 110 Hry  
 Supt w Truck & PD 125 Hry  
 Foreman w PD 90 1  
 W PD 75 2  
 Combined Rate 80.00

Date 30-Oct-23

XL 1.2 BID ITEM NO.	David City WTP DESCRIPTION	QUANTITY	U N I T	TOTAL MAN HOURS	Labor Total	MAT UNIT PRICE	MATERIAL DOLLARS	Equipment OTHER UNIT PRICE	Equipment & OTHER DOLLARS	SUB DOLLARS	TOTAL DIRECT COST
1	Gumey										
2	Gumey Replace 3 Pumps	1.00	Ls				85,459				85,459
13											0
14	Seal Water	3.00	Ea	12.00	960.00	200.00	600				1,560
15	Misc Piping	3.00	Ea	12.00	960.00	100.00	300				1,260
16											0
17											0
18											0
19											0
20	PM	2.00	Hr	2.00	220.00						220
21	Supt	4.00	Hr	4.00	500.00						500
<b>TOTALS</b>				<b>30</b>	<b>2,640</b>		<b>86,359</b>		<b>0</b>	<b>0</b>	<b>88,939</b>
							<b>0</b>			<b>0</b>	
<b>Tax 7.2%</b>							<b>6218</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,218</b>
<b>Overhead and Profit Varies</b>					<b>15%</b>	<b>0</b>	<b>15%</b>	<b>15%</b>	<b>5%</b>	<b>0</b>	<b>12,954</b>
<b>Subtotal</b>					<b>2,640</b>		<b>105,531</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>108,171</b>
<b>Bond and Insurance 2.5%</b>					<b>66</b>		<b>2638</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,704</b>
<b>Total</b>					<b>2,706</b>		<b>108,169</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>110,875</b>

Additional Time

Days



DATE: 10/27/23

ATTENTION: James Sulzbach – Velocity Constructors Inc.

PROPOSAL: BGA 22-352-1

PROJECT: David City NE 2022 WTP Upgrade

<b>CHANGE ORDER REQUEST</b>
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We are providing the following Change Order Request for your consideration.

*DIVISION 01*  
*SECTION 01 10 00 Special Provisions*  
**Supply New High Service Split Case Pumps**

**Scope of supply for change order:**

Three (3) - Fairbanks 5" 1823 Split Cast Pumps, Cast Iron construction, NSF 61 Certified, Alpha nickel aluminum bronze Impeller, Stainless Steel Wear rings, Stainless Steel shaft sleeve, Mechanical John Crane 21 Seal, 75 Hp, 1800 RPM, 405TS frame, 230/460 Volts, TEFC, Premium Efficient Electric Motor, with External Shaft Grounding Ring.

<b>Total Cost of above Scope of Supply:</b>	<b>\$ <u>109,260.00</u></b>
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Note: the above Change Order cost does not include.

1. Onsite Removal of pump/motor assembly.
2. Onsite Installation of pump/motor assembly.

**Change Order deduct from original contract:**

If the above pump assemblies are purchased deduct from contract three (3) replacement motors and three (3) new bases.

<b>Total Deduct:</b>	<b>\$ <u>23,801.00</u></b>
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<b>Total Adder to this project for the above Scope of Supply:</b>	<b>\$ <u>85,459.00</u></b>
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Cordially yours,  
GURNEY & ASSOCIATES

Lee Dunn

DOC: PROPOSALS/2022/BGA22-352-1 David City WTP Project Change Order #2

*Bert Gurney & Associates Inc.*

(402) 551-7995 4428 SOUTH 108th STREET OMAHA, NE 68137 FAX (402) 553-5879  
[www.bgagurney.com](http://www.bgagurney.com)

Regular Hours				
Employee	Date	Hours	Rate	Total
City Hall Employee	9/11 to 9/15/2023	16	19.86	\$ 317.76
City Hall Employee	9/11 to 9/15/2023	2	26.89	\$ 53.78
City Hall Employee	9/11 to 9/15/2023	2	45.00	\$ 90.00
City Hall Employee	9/11 to 9/15/2023	5	22.06	\$ 110.30
Water Department Employee	9/9/2023 to 9/12/2023	31.75	30.48	\$ 967.74
Water Department Employee	9/9/2023 to 9/12/2023	33.75	29.82	\$ 1,006.43
Water Department Employee	9/9/2023 to 9/12/2023	34	37.18	\$ 1,264.12
Water Department Employee	9/9/2023 to 9/12/2023	33.25	30.48	\$ 1,013.46
Water Department Employee	9/9/2023 to 9/12/2023	37	29.17	\$ 1,079.29
				\$ 5,902.88
Overtime				
Employee	Date	Hours	Rate	Total Overtime
City Hall Employee	9/11 to 9/15/2023	2	29.79	\$ 59.58
City Hall Employee	9/11 to 9/15/2023	2.5	40.34	\$ 100.85
Water Department Employee	9/9 to 9/15/2023	13.25	45.72	\$ 605.79
Water Department Employee	9/9 to 9/15/2023	21.5	44.73	\$ 961.70
Water Department Employee	9/9 to 9/15/2023	28.75	55.77	\$ 1,603.39
Water Department Employee	9/9 to 9/15/2023	21.25	45.72	\$ 971.55
Water Department Employee	9/9 to 9/15/2023	19	43.76	\$ 831.44
				\$ 5,134.29
Mailing water notice direct costs				
Postage for Notices		1,678		\$ 332.24
Paper	6.5 Reams		3.35	\$ 21.78
Envelopes	3.5 Boxes		20.23	\$ 70.81
	Total Supplies for Mailing			\$ 424.82
Total David City Costs				\$ 11,461.99

## Project Detail

Wednesday, September 20, 2023

6:25:03 PM

JEO Consulting Group, Inc.		Transactions for 9/10/2023 through 9/13/2023	
Estimate Overhead		Total	Billing
Show Unposted		Hours	
<b>Project Number: R202024.00 David City Water Treatment Plant Upgrade</b>			
<b>Phase Number: 503CS Construction Services (WIG)</b>			
<b>Labor</b>			
00039 JEO SERVICES			
JEE Joy, Ethan	9/12/2023	2.00	510.00
Change Order No. 1 pipe replacement Issues			
JEE Joy, Ethan	9/13/2023	6.00	1,530.00
Council Meeting			
<b>Total for 503CS</b>		<b>9.00</b>	<b>2,040.00</b>
<b>Phase Number: 603RP RPR Services (WIG)</b>			
<b>Labor</b>			
00039 JEO SERVICES			
10239 Nguyen, Sarah	9/11/2023	11.50	1,552.50
10239 Nguyen, Sarah	9/12/2023	11.00	1,485.00
10239 Nguyen, Sarah	9/13/2023	3.00	405.00
ATJ Adams, Timothy	9/11/2023	12.50	3,437.50
Emergency finished and raw water pipe replacements			
ATJ Adams, Timothy	9/12/2023	11.00	3,025.00
Emergency finished and raw water pipe replacements, Field report			
JEE Joy, Ethan	9/10/2023	3.00	765.00
Change Order No. 1 pipe replacement Issues			
JEE Joy, Ethan	9/11/2023	9.00	2,295.00
Change Order No. 1 pipe replacement Issues			
JEE Joy, Ethan	9/12/2023	2.50	637.50
Change Order No. 1 pipe replacement Issues			
<b>Total for 603RP</b>		<b>76.25</b>	<b>13,602.50</b>
<b>Total for R202024.00</b>		<b>85.25</b>	<b>15,642.50</b>



Waterstop and Geogrid	Quantity	Unit	total man hours	labor total	material dollars	total cost
Waterstop					440	440
Geo Grid					595	595
Install Water Stop			16	1280		1280
small tools \$3/hour			48			48
Tax 5%					51.75	51.75
profit varies and overhead 15%				192	155.25	347.25
subtotal				1472	1242	
bond and insurance 2.5%				36.8	31.05	67.85
						2830
total				1508.8	1273.05	2830

Velocity Constructors  
 2212 - David City WTP  
 PCO 5 - Sewer Tie In

All Rates are Burdened and have Per Diem  
 PM 110 Hry  
 Supt w Truck & PD 125 Hry  
 Forman w PD 90 1  
 W PD 75 2  
 Combined Rate 80.00

Date 20-Nov-23

XL 1.2 BID ITEM NO.	David City WTP DESCRIPTION	QUANTITY	U N I T	TOTAL MAN HOURS	Labor Total	MAT UNIT PRICE	MATERIAL DOLLARS	Equipment OTHER UNIT PRICE	Equipment & OTHER DOLLARS	SUB DOLLARS	TOTAL DIRECT COST
1											
2	Pothole Friday 11/10/23	12.00	Hr	12.00	960.00						960
13	Install 11/13/23	21.00	Hr	21.00	1,680.00						1,680
14	Install 11/15/23	24.00	Ea	24.00	1,920.00						1,920
15	Misc Piping	1.00	LS			1,353.00	1,353				1,353
16											0
17	Excavator	3.00	Dy			187.60	563	469.00	1,407.00		1,970
18	Roller	1.00	Wk			374.00	374	935.00	935.00		1,309
19	Jumping Jack	1.00	Wk			120.00	120	300.00	300.00		420
16	Bedding	4.00	Cy			30.00	120				120
20	PM	3.00	Hr	3.00	330.00						330
21	Supt	8.00	Hr	8.00	1,000.00						1,000
<b>TOTALS</b>				<b>68</b>	<b>5,890</b>		<b>2,530</b>		<b>2,642</b>	<b>0</b>	<b>11,062</b>
							<b>0</b>				<b>0</b>
Tax 7.2%								182	190	0	372
Overhead and Profit Varies							0	379	396	0	775
Subtotal							5,890	3,091	3,229	0	12,209
Bond and Insurance 2.5%							147	77	81	0	156
<b>Total</b>							<b>6,037</b>	<b>3,169</b>	<b>3,309</b>	<b>0</b>	<b>13,142</b>

Additional Time

3 Days

Council member Keith Marvin made a motion to approve Certificate of Payment #9 in the amount of \$239,479.35 to Velocity Constructors Inc. for the 2022 Water Treatment Plant Upgrades. 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

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of David City</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>JEO Consulting Group, Inc.</u>	<b>Engineer's Project No.:</b> <u>202024.00</u>
<b>Contractor:</b> <u>Velocity Constructors Inc.</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>	
<b>Contract:</b> <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>	
<b>Application No.:</b> <u>9</u>	<b>Application Date:</b> <u>12/1/2023</u>
<b>Application Period:</b> <b>From</b> <u>11/1/2023</u> <b>to</b> <u>12/1/2023</u>	
1. Original Contract Price <span style="float: right;">\$ 10,562,772.00</span> 2. Net change by Change Orders <span style="float: right;">\$ 54,560.00</span> 3. Current Contract Price (Line 1 + Line 2) <span style="float: right;">\$ 10,617,332.00</span> 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) <span style="float: right;">\$ 1,711,831.64</span> 5. Retainage a. <u>5%</u> X <u>\$ 1,253,894.50</u> Work Completed = <span style="float: right;">\$ 62,694.73</span> b. <u>5%</u> X <u>\$ 457,937.14</u> Stored Materials = <span style="float: right;">\$ 22,896.86</span> c. Total Retainage (Line 5.a + Line 5.b) <span style="float: right;">\$ 85,591.59</span> 6. Amount eligible to date (Line 4 - Line 5.c) <span style="float: right;">\$ 1,626,240.05</span> 7. Less previous payments (Line 6 from prior application) <span style="float: right;">\$ 1,386,760.70</span> 8. Amount due this application <span style="float: right;">\$ 239,479.35</span> 9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c) <span style="float: right;">\$ 8,991,091.95</span>	
<b>Contractor's Certification</b> The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
<b>Contractor:</b> <u>James Sulzbach - Project Manager Velocity Constructors</u>	
<b>Signature:</b> <u>James Sulzbach</u>	<b>Date:</b> <u>12/1/2023</u>
<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

Progress Estimate - Lump Sum Work						Contractor's Application for Payment			
Owner:	City of David City					Owner's Project No.:			
Engineer:	JEO Consulting Group, Inc.					Engineer's Project No.:	202024.00		
Contractor:	Velocity Constructors Inc.					Contractor's Project No.:			
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Application No.:	9		Application Period:	From	11/01/23	to	12/01/23	Application Date:	12/01/23
A Item No.	B Description	C Scheduled Value (\$)	D Work Completed		F Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
Original Contract									
<b>BASE BID GROUP A - General Water Plant Improvements<sup>1</sup></b>									
B-1.01	Mobilization	1,030,293.00	515,146.50	-	-	515,146.50	50%	515,146.50	
B-1.02	Bonding and Insurance	66,647.00	66,647.00	-	-	66,647.00	100%	-	
B-1.03	Aerator Rehabilitation and Cleaning	114,481.00	-	-	-	-	0%	114,481.00	
B-1.04	Existing Pipe Cleaning & Repainting	57,573.00	1,000.00	-	-	1,000.00	2%	56,573.00	
B-1.05	Electrical Improvements, Complete	1,840,041.00	65,000.00	-	-	65,000.00	4%	1,775,041.00	
B-1.06	Demolition of Exterior Infrastructure	32,732.00	30,000.00	-	-	30,000.00	92%	2,732.00	
B-1.07	Demolition of Interior Infrastructure	90,500.00	-	-	-	-	0%	90,500.00	
B-1.08	Building Improvements (Doors/Windows)	80,036.00	1,000.00	-	-	1,000.00	1%	79,036.00	
B-1.09	Building Improvements (Interior Painting)	523,405.00	2,000.00	-	-	2,000.00	0%	521,405.00	
B-1.10	First Floor Roof Membrane Replacement	174,179.00	2,000.00	-	-	2,000.00	1%	172,179.00	
B-1.11	Skylight Replacement	48,568.00	-	-	-	-	0%	48,568.00	
B-1.12	HVAC Improvements	148,128.00	-	-	-	-	0%	148,128.00	
B-1.13	Plumbing Improvements	92,021.00	2,000.00	-	-	2,000.00	2%	90,021.00	
B-1.14	Lab Improvements	21,099.00	-	-	-	-	0%	21,099.00	
B-1.15	Hardness Monitoring Equipment and Meters	77,743.00	2,000.00	-	-	2,000.00	3%	75,743.00	
B-1.16	Site Paving and Grading	58,690.00	-	-	-	-	0%	58,690.00	
B-1.17	Fencing and Gates	58,513.00	2,000.00	-	21,500.00	23,500.00	40%	35,013.00	
B-1.18	Misc. Site Improvements	148,846.00	10,000.00	-	-	10,000.00	7%	138,846.00	
B-1.19	Exterior Piping Improvements	338,959.00	23,000.00	35,000.00	121,213.09	179,213.09	53%	159,745.91	
B-1.20	Seeding, Fertilizer and Mulch	6,610.00	-	-	-	-	0%	6,610.00	
B-1.21	Erosion Control	5,751.00	5,751.00	-	-	5,751.00	100%	-	
<b>BASE BID GROUP B - Gravity Filter System Improvements<sup>1</sup></b>									
B-1.22	New Gravity Filter Equipment, Complete (Media/Wash Troughs/ Air Blower/ Control Panel / Solenoid Panel / Instrumentation / Piping / Valves / Media Strainers)	693,132.00	3,000.00	-	22,224.99	25,224.99	4%	667,907.01	
B-1.23	Gravity Filter Equipment Installation	45,979.00	-	1,000.00	-	1,000.00	2%	44,979.00	
B-1.24	Electrical	25,200.00	2,000.00	-	5,000.00	7,000.00	28%	18,200.00	

Progress Estimate - Lump Sum Work					Contractor's Application for Payment				
Owner: City of David City		Engineer: JEO Consulting Group, Inc.			Owner's Project No.: 202024.00		Engineer's Project No.: 202024.00		
Contractor: Velocity Constructors Inc.		Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686			Contractor's Project No.:				
Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686									
Application No.:	9	Application Period:	From 11/01/23	to 12/01/23	Application Date: 12/01/23				
A Item No.	B Description	C Scheduled Value (\$)	D Work Completed		F Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
<b>BASE BID GROUP C - Reverse Osmosis<sup>1</sup></b>									
B-1.25	CCRO and CIP Tank Skids (Equipment Only)	2,126,760.00	2,000.00	-	-	2,000.00	0%	2,124,760.00	
B-1.26	CCRO and CIP Tank Skids (Installation)	7,208.00	-	-	-	-	0%	7,208.00	
B-1.27	Existing Maintenance Facility Demolition	27,093.00	27,093.00	-	-	27,093.00	100%	-	
B-1.28	RO Room Expansion, Block Construction	245,926.00	6,000.00	40,000.00	13,900.00	59,900.00	24%	186,026.00	
B-1.29	New Existing Maintenance Facility Floor Pavement	3,174.00	1,000.00	2,000.00	-	3,000.00	95%	174.00	
B-1.30	New Existing Maintenance Facility Roof	28,709.00	1,000.00	-	-	1,000.00	3%	27,709.00	
B-1.31	Overhead Doors	22,781.00	2,000.00	-	17,000.00	19,000.00	83%	3,781.00	
B-1.32	Access Doors	8,791.00	1,000.00	-	-	1,000.00	11%	7,791.00	
B-1.33	Single Girder Bridge Crane & Hoist (Equipment Only)	20,361.00	1,000.00	-	-	1,000.00	5%	19,361.00	
B-1.34	Single Girder Bridge Crane & Hoist (Installation)	12,387.00	1,000.00	-	-	1,000.00	8%	11,387.00	
B-1.35	Below Grade CCRO Skid Piping, Complete	57,740.00	50,000.00	7,740.00	-	57,740.00	100%	-	
B-1.36	Above Grade CCRO & CIP Skid Piping, Complete	129,743.00	-	-	-	-	0%	129,743.00	
B-1.37	Electrical	10,080.00	3,000.00	-	2,000.00	5,000.00	50%	5,080.00	
<b>BASE BID GROUP D - Intermediate Clearwell<sup>1</sup></b>									
B-1.38	Intermediate Clearwell Structural Concrete	170,506.00	147,000.00	-	20,000.00	167,000.00	98%	3,506.00	
B-1.39	Clearwell Hatches	15,613.00	-	-	-	-	0%	15,613.00	
B-1.40	Vertical Turbine Pumps	113,608.00	2,000.00	-	-	2,000.00	2%	111,608.00	
B-1.41	Degassifier (Equipment Only)	112,153.00	2,000.00	-	12,000.00	14,000.00	12%	98,153.00	
B-1.42	Degassifier (Installation)	6,407.00	-	-	-	-	0%	6,407.00	
B-1.43	Pump Building, Block Construction	116,781.00	2,000.00	-	5,000.00	7,000.00	6%	109,781.00	
B-1.44	Stairs and Miscellaneous Metals	4,603.00	2,000.00	-	-	2,000.00	43%	2,603.00	
B-1.45	Clearwell Ladders	4,749.00	-	-	-	-	0%	4,749.00	
B-1.46	Fluid Applied Exterior Membrane	103,757.00	2,000.00	101,757.00	-	103,757.00	100%	-	
B-1.47	Intermediate Clearwell Piping, Fittings, Valves, Meters, Complete	77,335.00	6,000.00	-	31,307.77	37,307.77	48%	40,027.23	
B-1.48	Weir Plate and Weir Window	4,398.00	1,000.00	-	-	1,000.00	23%	3,398.00	
B-1.49	Electrical	50,400.00	3,000.00	-	10,000.00	13,000.00	26%	37,400.00	

**Progress Estimate - Lump Sum Work** **Contractor's Application for Payment**

Owner: City of David City		Engineer: JEO Consulting Group, Inc.				Owner's Project No.: 202024.00			
Contractor: Velocity Constructors Inc.		Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686				Engineer's Project No.: 202024.00			
Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686		Contractor's Project No.:							
Application No.: 9		Application Period: From 11/01/23 to 12/01/23		Application Date: 12/01/23					
Item No.	Description	C Scheduled Value (\$)	D Work Completed		F Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
<b>BASE BID GROUP E - Chemical Feed System Improvements<sup>1</sup></b>									
B-1.50	Chemical Feed System Improvements	149,305.00	2,000.00	-	-	2,000.00	1%	147,305.00	
B-1.51	Gas Chlorine System Improvements	62,365.00	2,000.00	-	-	2,000.00	3%	60,365.00	
B-1.52	Electrical	15,120.00	2,000.00	-	3,000.00	5,000.00	33%	10,120.00	
<b>BASE BID GROUP F - Backwash Improvements<sup>1</sup></b>									
B-1.53	Backwash Waste Pump and Piping Improvements, Complete	161,971.00	3,000.00	-	23,997.39	26,997.39	17%	134,973.61	
B-1.54	Proposed Manhole Improvements	1,551.00	1,200.00	-	-	1,200.00	77%	351.00	
B-1.55	Backwash Pit Access Hatch	3,727.00	-	-	-	-	0%	3,727.00	
B-1.56	Backwash Supply Pump and Piping Improvements, Complete	103,300.00	2,000.00	-	26,934.00	28,934.00	28%	74,366.00	
B-1.57	Electrical/Generator	252,000.00	3,000.00	-	122,859.90	125,859.90	50%	126,140.10	
<b>Bid Alternate #1</b>									
BA1-1	Gravity Filter Effluent Valve Replacement <sup>1</sup>	220,730.00	2,000.00	-	-	2,000.00	1%	218,730.00	
<b>Bid Alternate #2</b>									
BA2-1	Demolish Existing Upflow Clarifier Unit, Complete <sup>1</sup>	113,190.00	-	-	-	-	0%	113,190.00	
<b>Original Contract Totals</b>		<b>\$ 10,343,448.00</b>	<b>\$ 1,011,837.50</b>	<b>\$ 187,497.00</b>	<b>\$ 457,937.14</b>	<b>\$ 1,657,271.64</b>	<b>\$ 15.36</b>	<b>\$ 8,686,176.36</b>	
<b>Change Orders</b>									
CO-1	12" Underslab Pipe	54,560.00	54,560.00	-	-	54,560.00	100%	-	
<b>Change Order Totals</b>		<b>\$ 54,560.00</b>	<b>\$ 54,560.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 54,560.00</b>	<b>100%</b>	<b>\$ -</b>	
<b>Original Contract and Change Orders</b>		<b>\$ 10,398,008.00</b>	<b>\$ 1,066,397.50</b>	<b>\$ 187,497.00</b>	<b>\$ 457,937.14</b>	<b>\$ 1,711,831.64</b>	<b>16%</b>	<b>\$ 8,686,176.36</b>	

<sup>1</sup> Sales Tax for Materials & Equipment Included

**Progress Estimate - Unit Price Work** **Contractor's Application for Payment**

Owner: City of David City		Engineer: JEO Consulting Group, Inc.				Owner's Project No.: 202024.00					
Contractor: Velocity Constructors Inc.		Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686				Engineer's Project No.: 202024.00					
Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686		Contractor's Project No.:									
Application No.: 9		Application Period: From 11/01/23 to 12/01/23		Application Date: 12/01/23							
Bid Item No.	Description	C Contract Information			D Work Completed			I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Original Contract</b>											
<b>Base Bid<sup>1</sup></b>											
B-2	Install Aggregate Surfacing	358.00	TONS	42.50	15,215.00	-	-	-	-	0%	15,215.00
B-3	Final Clearwell Roof Slab Rehabilitation	100.00	SF	140.30	14,030.00	-	-	-	-	0%	14,030.00
<b>Bid Alternate #3</b>											
BA3-1	Install 6" Concrete Pavement <sup>1</sup>	1,324.00	SY	143.56	190,079.00	-	-	-	-	0%	190,079.00
<b>Original Contract Totals</b>		<b>\$ 219,324.00</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 219,324.00</b>
<b>Original Contract and Change Orders</b>											
<b>Project Totals</b>		<b>\$ 219,324.00</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 219,324.00</b>

<sup>1</sup> Sales Tax for Materials & Equipment Included

Stored Materials Summary										Contractor's Application for Payment			
Owner: City of David City										Owner's Project No.:			
Engineer: JEO Consulting Group, Inc.										Engineer's Project No.: 202024.00			
Contractor: Velocity Construction Inc.										Contractor's Project No.:			
Project: 2022 Water Treatment Plant Upgrades, SRP Project No. D311686													
Contract: 2022 Water Treatment Plant Upgrades, SRP Project No. D311686													
Application No.: 9		Application Period: From 11/01/23 to 12/01/23				Application Date: 12/01/23							
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work		Total Amount Incorporated in the Work (J + K) (\$)	Materials Remaining in Storage (L - I) (\$)	
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)			
B-1.19	5894991		Yard Pipe	On Site	3	36,399.00	-	36,399.00	-	36,399.00	36,399.00	-	
B-1.19	5898108		Yard Pipe	On Site	4	3,033.85	-	3,033.85	-	-	-	3,033.85	
B-1.19	5835976		Yard Pipe	On Site	4	4,484.62	-	4,484.62	-	-	-	4,484.62	
B-1.19	835125		Yard Pipe	On Site	4	6,039.99	-	6,039.99	-	-	-	6,039.99	
B-1.19	896907		Yard Pipe	On Site	4	23,979.17	-	23,979.17	-	-	-	23,979.17	
B-1.19	5897709		Yard Pipe	On Site	4	29,725.95	-	29,725.95	-	-	-	29,725.95	
B-1.29 & 38			Rebar	On Site	4	33,900.00	-	33,900.00	-	33,900.00	33,900.00	-	
B-1.19	1241554		Yard Pipe	On Site	5	270.34	-	270.34	-	-	-	270.34	
B-1.19	1203897		Yard Pipe	On Site	5	520.82	-	520.82	-	-	-	520.82	
B-1.19	1063762		Yard Pipe	On Site	5	1,012.90	-	1,012.90	-	-	-	1,012.90	
B-1.24,37,49,52,57	Pay App 2		Electrical Fixtures	On Site	5	30,708.14	-	30,708.14	-	-	-	30,708.14	
B1.36	0902556-IN		Electric Pumps	On Site	6	26,934.00	-	26,934.00	-	-	-	26,934.00	
B1.47	34604		Melken Valves PIV	On Site	7	27,865.08	-	27,865.08	-	-	-	27,865.08	
B1.48	25123		Misc. Materials Drilling	On Site	7	5,000.00	-	5,000.00	-	-	-	5,000.00	
B-1.57	13 Invoices		Electrical	On Site	7	112,151.76	-	112,151.76	-	-	-	112,151.76	
B-1.22,41	92500		WetTech	Submittals	7	34,224.99	-	34,224.99	-	-	-	34,224.99	
B1.31	228627		Overhead Doors	On Site	8	17,000.00	-	17,000.00	-	-	-	17,000.00	
B-1.19	8 Invoices		Yard Pipe	On Site	9	15,646.45	-	15,646.45	-	-	-	15,646.45	
B-1.47	Mellen		Air Vac	On Site	9	3,442.69	-	3,442.69	-	-	-	3,442.69	
B-1.53	1 Invoice		Interior Piping	On Site	9	23,997.39	-	23,997.39	-	-	-	23,997.39	
B-1.17	1897108		Lung Fence	On Site	9	21,500.00	-	21,500.00	-	-	-	21,500.00	
<b>Totals</b>						<b>\$ 393,350.81</b>	<b>\$ 64,588.53</b>	<b>\$ 457,939.34</b>	<b>\$ -</b>	<b>\$ 70,299.00</b>	<b>\$ 70,299.00</b>	<b>\$ 346,138.14</b>	

Council member Jim Angell made a motion to Approval of Change Order #2 for Rutjens Construction, Inc. in the amount of \$12,345.00 for the 2023 Water Main Improvements North Loop. 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

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**CHANGE ORDER NO.: 2**

Owner: **City of David City** Owner's Project No.:  
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **221276.00**  
 Contractor: **Rutjens Construction, Inc.** Contractor's Project No.:  
 Project: **2023 Water Main Improvements North Loop**  
 Contract Name:  
 Date Issued: **12/6/2023** Effective Date of Change Order: **Date Signed by Owner**

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

Description:

**(1). Relocation or extension of 3 fire hydrants that were installed as part of Milestone 1 work. Hydrant vertical adjustments and relocations are due to Road 37 paving project which will result in widened ditches and expanded right-of-way. Work to be completed upon Contractor's remobilization to the site or before January 31, 2024.**

Attachments:

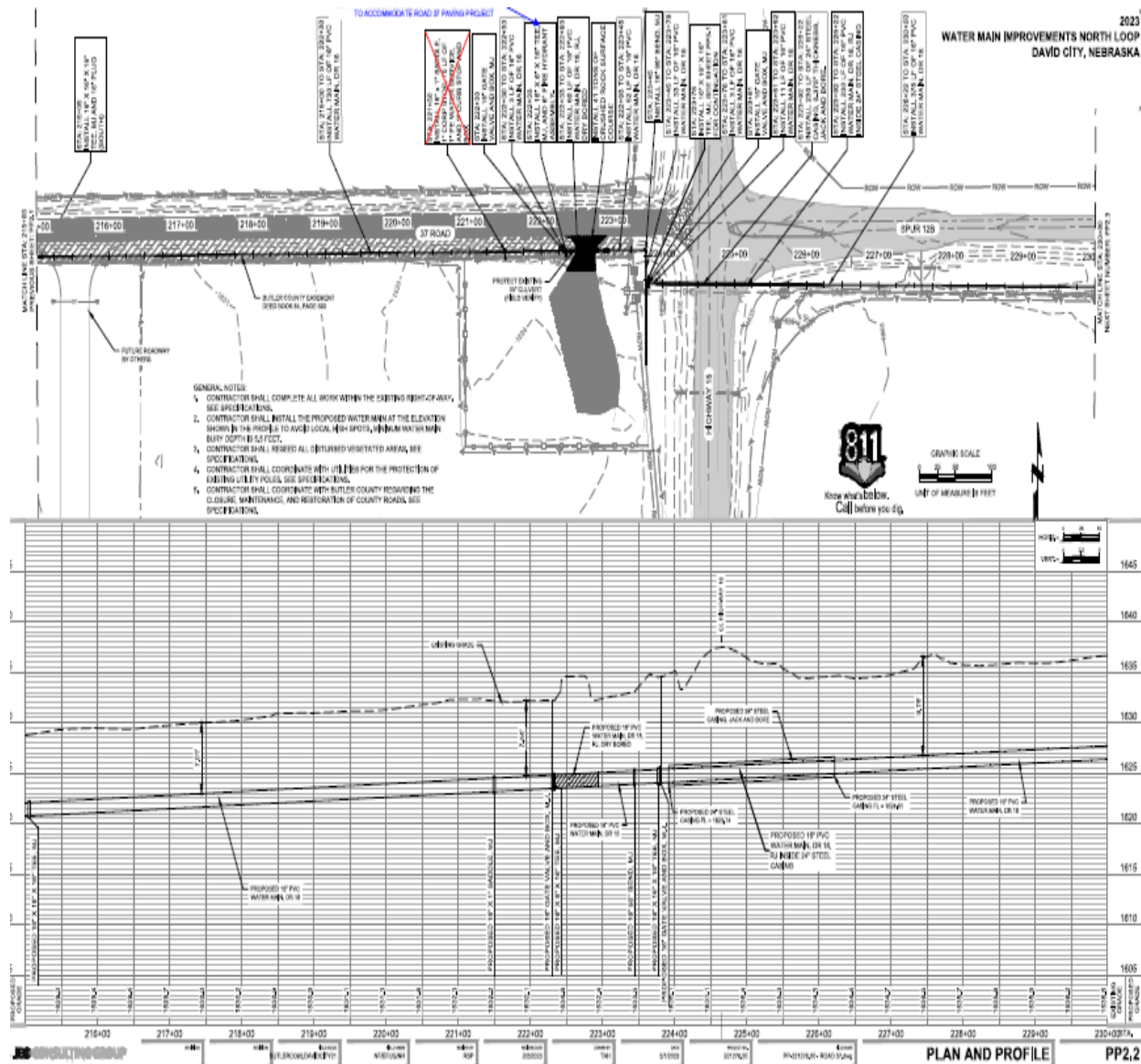
**Change Order Estimate - Unit Price Work; Hydrant Relocation Revised Drawings.**

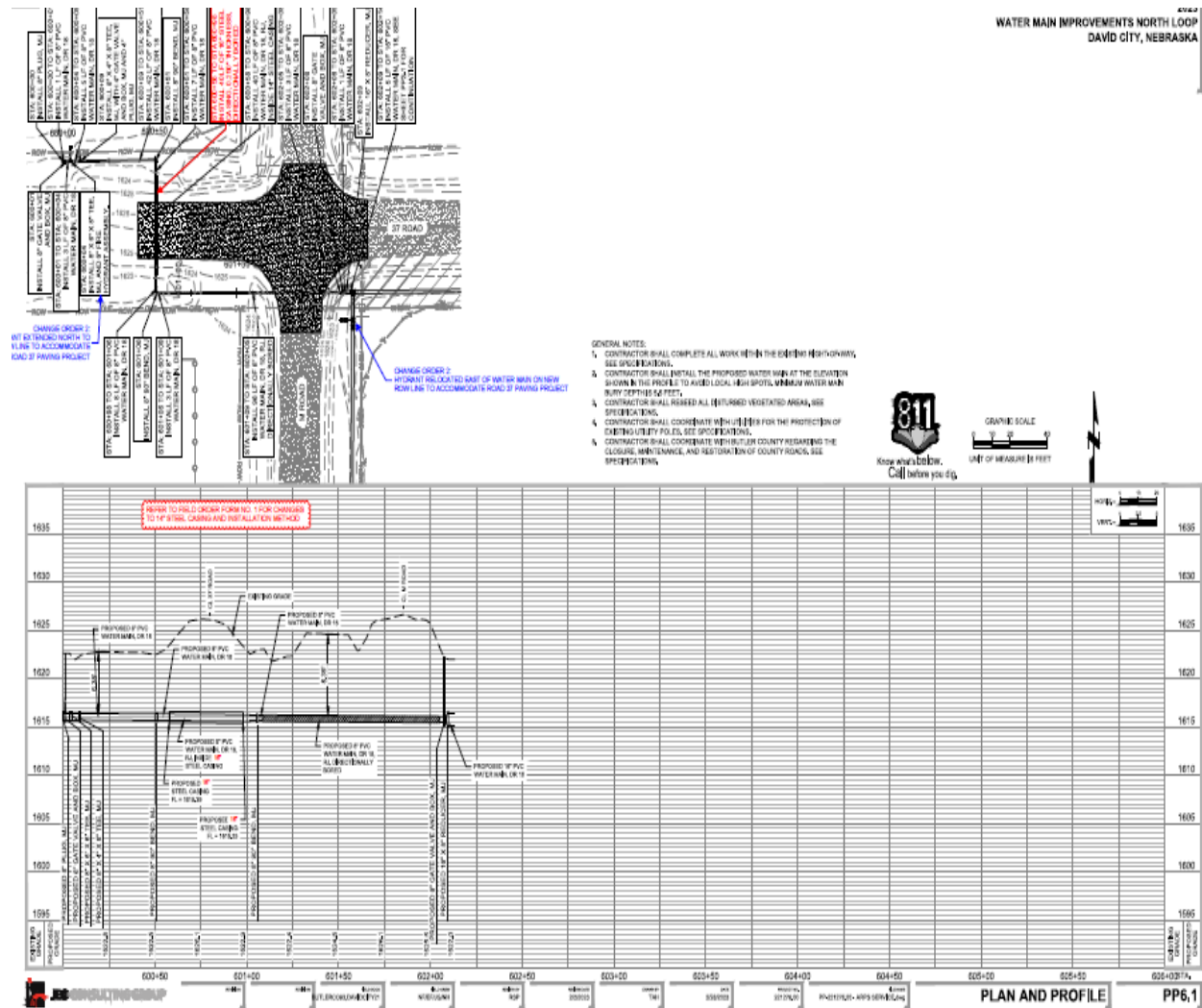
Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>3,521,576.00</u>	Original Contract Times: Substantial Completion: <u>September 1, 2024</u> Ready for final payment: <u>November 1, 2024</u>
<b>Net change</b> from previously approved Change Orders: \$ <u>83,231.00</u>	<b>Net change</b> from previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>3,604,807.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
<b>Net change</b> for this Change Order: \$ <u>12,345.00</u>	<b>Net change</b> for this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>3,617,152.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 1, 2024</u> Ready for final payment: <u>November 1, 2024</u>

Recommended by Engineer (if required)	Authorized by Owner
By: _____	_____
Title: _____	_____
Date: _____	_____
Accepted by Contractor	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____



Change Order Estimate - Unit Price Work					
JEO Project Name: <b>2023 Water Main Improvements North Loop</b>			JEO Project Number: <b>221276.00</b>		
Owner: <b>City of David City</b>			Change Order Number: <b>2</b>		
Contractor: <b>Rutjens Construction, Inc.</b>			Effective Date: <b>Date Signed by Owner</b>		
Bid Item No.	Item Description	Change Order Information			
		Item Quantity	Units	Unit Price	Total Value of Item (\$)
CO2.1	Hydrant Relocation - STA 222+33	1	LS	\$4,115.00	\$4,115.00
CO2.2	Hydrant Relocation - STA 300+12	1	LS	\$4,115.00	\$4,115.00
CO2.3	Hydrant Relocation - STA 600+04	1	LS	\$4,115.00	\$4,115.00
<b>Total:</b>					<b>\$12,345.00</b>





Council member Keith Marvin made a motion to approve the Certificate of Payment #2 in the amount of \$515,543.37 to Rutjens Construction, Inc. for the 2023 Water Main Improvements North Loop. 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



Progress Estimate - Unit Price Work										Contractor's Application for Payment			
Owner: City of David City Engineer: JEO Consulting Group, Inc. Contractor: Rutjens Construction Inc. Project: 2023 Water Main Improvements North Loop Contract: 2023 Water Main Improvements North Loop										Owner's Project No.: Engineer's Project No.: 221276.00 Contractor's Project No.:			
Application No.:		2		Application Period:		From 09/01/23 to 10/20/23		Application Date: 10/20/23					
A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E)	G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)		
						H Estimated Quantity Incorporated in the Work	J Value of Work Completed to Date (E X H) (\$)						
Original Contract													
<b>Group A - Water Main</b>													
1	Mobilization	1	LS	195,000.00	195,000.00	0.50	97,500.00		97,500.00	50%	97,500.00		
2	Bonding and Insurance	1	LS	35,000.00	35,000.00	1.00	35,000.00		35,000.00	100%	-		
3	Stabilized Construction Entrance	4	EA	3,250.00	13,000.00		-		-	0%	13,000.00		
4	Clearing and Grubbing	1	LS	4,500.00	4,500.00		-		-	0%	4,500.00		
5	Remove and Reset Fence	200	LF	15.00	3,000.00		-		-	0%	3,000.00		
6	Railroad Flagging	14	DAY	4,000.00	56,000.00		-		-	0%	56,000.00		
7	Railroad Track and Ground Monitoring	2	EA	5,500.00	11,000.00		-		-	0%	11,000.00		
8	Railroad Insurance Requirements	1	LS	5,500.00	5,500.00		-		-	0%	5,500.00		
9	16" PVC Water Main, DR 18	14609	LF	101.00	1,475,509.00	3,260.00	329,260.00	452,595.00	781,855.00	53%	693,654.00		
10	16" PVC Water Main, DR 18, RI, Directionally Bored	1652	LF	290.00	479,080.00		-		-	0%	479,080.00		
11	16" PVC Water Main, DR 18, RI, Dry Bored	190	LF	181.00	34,390.00	60.00	10,860.00		10,860.00	32%	23,530.00		
12	16" PVC Water Main, DR 18, RI, Inside 24" Steel Casing	625	LF	130.00	81,250.00		-		-	0%	81,250.00		
13	12" PVC Water Main, DR 18	22	LF	113.00	2,486.00		-		-	0%	2,486.00		
14	8" PVC Water Main, DR 18	120	LF	42.00	5,040.00	80.00	3,360.00		3,360.00	67%	1,680.00		
15	8" PVC Water Main, DR 18, RI, Directionally Bored	96	LF	75.00	7,200.00	96.00	7,200.00		7,200.00	100%	-		
16	8" PVC Water Main, DR 18, RI, Inside 14" Steel Casing	40	LF	45.00	1,800.00	40.00	1,800.00		1,800.00	100%	-		
17	24" Steel Casing, 0.375" Thickness, Jack and Bore	230	LF	620.00	142,600.00		-	25,832.73	25,832.73	18%	116,767.27		
18	24" Steel Casing, 0.375" Thickness, Jack and Bore, With	395	LF	690.00	272,550.00		-	64,249.50	64,249.50	24%	208,300.50		
19	14" Steel Casing, 0.188" Thickness, Jack and Bore	40	LF	255.00	10,200.00	40.00	10,200.00		10,200.00	100%	-		
20	16" Gate Valve and Box, MJ	12	EA	13,115.00	157,380.00	4.00	48,460.00		48,460.00	33%	96,920.00		
21	12" Gate Valve and Box, MJ	3	EA	3,915.00	11,745.00		-		-	0%	11,745.00		
22	8" Gate Valve and Box, MJ	4	EA	2,755.00	9,020.00	2.00	4,510.00		4,510.00	50%	4,510.00		
23	4" Gate Valve and Box, MJ	1	EA	1,315.00	1,315.00	1.00	1,315.00		1,315.00	100%	-		
24	16" x 16" Tee, MJ	3	EA	2,345.00	7,035.00	3.00	7,035.00		7,035.00	100%	-		
25	16" x 6" x 16" Tee, MJ	1	EA	2,020.00	2,020.00		-		-	0%	2,020.00		
26	16" x 6" x 16" Tee, MJ	12	EA	1,987.00	23,844.00	2.00	3,974.00		3,974.00	17%	19,870.00		
27	12" x 6" x 12" Tee, MJ	1	EA	999.00	999.00		-		-	0%	999.00		
28	8" x 6" x 8" Tee, MJ	3	EA	585.00	1,755.00	1.00	585.00		585.00	33%	1,170.00		
29	8" x 4" x 8" Tee, MJ	1	EA	555.00	555.00	1.00	555.00		555.00	100%	-		
30	16" 90° Bend, MJ	3	EA	1,915.00	5,745.00	1.00	1,915.00		1,915.00	33%	3,830.00		
31	12" 90° Bend, MJ	2	EA	988.00	1,976.00		-		-	0%	1,976.00		
32	8" 90° Bend, MJ	4	EA	500.00	2,000.00	2.00	1,000.00		1,000.00	50%	1,000.00		
33	16" 45° Bend, MJ	14	EA	1,885.00	26,390.00	2.00	3,770.00		3,770.00	14%	22,620.00		
34	16" 11.25° Bend, MJ	2	EA	1,885.00	3,770.00	1.00	1,885.00		1,885.00	50%	1,885.00		
35	16" x 12" Reducer, MJ	2	EA	1,051.00	2,102.00		-		-	0%	2,102.00		
36	16" x 6" Reducer, MJ	1	EA	1,044.00	1,044.00	1.00	1,044.00		1,044.00	100%	-		
37	16" Cap, MJ	1	EA	855.00	855.00		-		-	0%	855.00		
38	16" Plug, MJ	1	EA	885.00	885.00	1.00	885.00		885.00	100%	-		
39	8" Plug, MJ	1	EA	250.00	250.00	1.00	250.00		250.00	100%	-		

City Council Proceedings  
 December 13, 2023  
 Page #21

LOOKSIGN envelope 1X, 00UM8AUB-0F4C-4400-0001-0001A620000000

Progress Estimate - Unit Price Work										Contractor's Application for Payment			
Owner: City of David City										Owner's Project No.:			
Engineer: JEO Consulting Group, Inc.										Engineer's Project No.: 221276.00			
Contractor: Rutjens Construction Inc.										Contractor's Project No.:			
Project: 2023 Water Main Improvements North Loop													
Contract: 2023 Water Main Improvements North Loop													
Application No.: 2		Application Period: From 09/01/23 to 10/20/23								Application Date: 10/20/23			
A Bid Item No.	B Description	C Contract Information			D Work Completed			I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)		
		E Item Quantity	F Units	G Unit Price (\$)	H Value of Bid Item (C X E) (\$)	I Estimated Quantity Incorporated in the Work	J Value of Work Completed to Date (E X G) (\$)						
40	4" Flag, MI	1	EA	150.00	150.00	1.00	150.00			100%	-		
41	Combination Air Release Valve Manhole	2	EA	31,221.00	62,442.00				150.00	0%	62,442.00		
42	Connect to Existing Water Main	5	EA	1,310.00	7,860.00	1.00	1,310.00		1,310.00	17%	6,550.00		
43	Water Main Removals and Abandonments	1	LS	2,500.00	2,500.00					0%	2,500.00		
44	Removal and Replacement of Unsuitable Backfill	1000	CY	25.00	25,000.00					0%	25,000.00		
45	18" x 1" Saddle	4	EA	446.00	1,784.00					0%	1,784.00		
46	1" Corporation Stop	4	EA	215.00	860.00					0%	860.00		
47	1" PE Water Service (SDR 7)	54	LF	28.00	1,512.00					0%	1,512.00		
48	1" Curb Stop and Box	4	EA	410.00	1,640.00					0%	1,640.00		
49	Remove Existing CMP Culvert	7	EA	250.00	1,750.00					0%	1,750.00		
50	18" CMP Culvert	240	LF	60.00	14,400.00					0%	14,400.00		
51	18" CMP Flared End Section	14	EA	410.00	5,740.00					0%	5,740.00		
52	Remove Pavement	70	SY	15.00	1,050.00					0%	1,050.00		
53	8" Concrete Pavement	70	SY	115.00	8,050.00					0%	8,050.00		
54	Remove Driveway	60	SY	15.00	900.00					0%	900.00		
55	8" Concrete Driveway	60	SY	113.00	6,780.00					0%	6,780.00		
56	Crushed Rock Surface Course	328	TONS	51.00	16,728.00					0%	16,728.00		
57	Gravel Surface Course	1617	TONS	35.00	56,595.00					0%	56,595.00		
58	Bollard	5	EA	1,000.00	6,000.00					0%	6,000.00		
59	Repair Drain Tile	5	EA	500.00	2,500.00					0%	2,500.00		
60	Straw Wattle	3000	LF	4.50	13,500.00					0%	13,500.00		
61	Silt Fence, High Porosity	3000	LF	4.50	13,500.00					0%	13,500.00		
62	Erosion Control Mat	3000	SY	6.75	20,250.00					0%	20,250.00		
63	Seeding, Fertilizer, and Mulch	1	LS	25,155.00	25,155.00					0%	25,155.00		
64	County Road Restoration	1	LS	5,000.00	5,000.00					0%	5,000.00		
65	Temporary Traffic Control	1	LS	4,000.00	4,000.00					0%	4,000.00		
<b>Group B - Fire Hydrants</b>													
1	6" Fire Hydrant Assembly	12	EA	6,845.00	82,140.00	3.00	20,535.00		20,535.00	25%	61,605.00		
<b>Alternate 1 - Modified Construction Schedule</b>													
1	Completion of Milestone by September 1, 2023 (Add/Reduce)	1	EA	50,000.00	50,000.00	1.00	50,000.00		50,000.00	100%	-		
				<b>Original Contract Total</b>	<b>\$ 3,521,576.00</b>		<b>\$ 644,358.00</b>	<b>\$ 542,677.23</b>	<b>\$ 1,187,035.23</b>	<b>34%</b>	<b>\$ 2,334,540.77</b>		

Progress Estimate - Unit Price Work										Contractor's Application for Payment			
Owner: City of David City										Owner's Project No.:			
Engineer: JEO Consulting Group, Inc.										Engineer's Project No.: 221276.00			
Contractor: Rutjens Construction Inc.										Contractor's Project No.:			
Project: 2023 Water Main Improvements North Loop													
Contract: 2023 Water Main Improvements North Loop													
Application No.: 2		Application Period: From 09/01/23 to 10/20/23								Application Date: 10/20/23			
A Bid Item No.	B Description	C Contract Information			D Work Completed			I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)		
		E Item Quantity	F Units	G Unit Price (\$)	H Value of Bid Item (C X E) (\$)	I Estimated Quantity Incorporated in the Work	J Value of Work Completed to Date (E X G) (\$)						
<b>Change Orders</b>													
CO1.1	Mobilization	1	EA	1,500.00	1,500.00					0%	1,500.00		
CO1.2	Bonding and Insurance	1	LS	500.00	500.00					0%	500.00		
CO1.3	1.5" HDPE Force Main, SDR 11	3784	LF	19.00	71,896.00					0%	71,896.00		
CO1.4	1.5" HDPE Force Main, SDR 11, Directionally Bored	130	LF	26.00	3,380.00					0%	3,380.00		
CO1.5	1.25" Uni-Lateral Valve with Curb Stop Box	1	EA	955.00	955.00					0%	955.00		
CO1.6	Connect to Existing Manhole	1	EA	1,000.00	1,000.00					0%	1,000.00		
CO1.7	Seeding, Fertilizer, and Mulch	1	LS	4,000.00	4,000.00					0%	4,000.00		
				<b>Change Order Totals</b>	<b>\$ 83,231.00</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 83,231.00</b>		
<b>Original Contract and Change Orders</b>													
				<b>Project Totals</b>	<b>\$ 3,604,807.00</b>		<b>\$ 644,358.00</b>	<b>\$ 542,677.23</b>	<b>\$ 1,187,035.23</b>	<b>33%</b>	<b>\$ 2,417,771.77</b>		





# INVOICE



1830 Craig Park Court  
 St. Louis, MO 63146

Invoice # **T731899**  
 Invoice Date **10/10/23**  
 Account # **101621**  
 Sales Rep **NICHOLAS MARTIN**  
 Phone # **402-896-6173**  
 Branch # **237** **Omaha, NE**  
 Total Amount Due **\$75,432.50**

Remit To:  
 CORE & MAIN LP  
 PO BOX 28330  
 ST LOUIS, MO 63146

21 2 SP 0.870 E0021 I0161 D11893210383 S2 P9943615 0008:0008



RUTJENS CONSTRUCTION  
 PO BOX 99  
 TILDEN NE 68781-0099

Backordered from:  
 Shipped to: **10/10/23** **T497277**  
 2023 WM NORTH LOOP WATER IMP  
 HIGHWAY 15 & COUNTY ROAD 37  
 \*\*RURAL JOB SITE  
 DAVID CITY, NE

**CUSTOMER JOB- L23003 DAVID CITY NE**

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/29/23	9/21/23	SEE BELOW	DAVID CITY NE	L23003		TRUCK	T731899

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
021618W	16 PVC C900 DR18 PIPE (G) 20' PC235 BID SEQ# 40	5500	1100	4400	65.00000	FT	71,500.00

843

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- Retrieve proof of deliveries

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Freight	Delivery	Handling	Restock	Misc.	Subtotal:	71,500.00
					Other:	0.00
					Tax:	3,932.50
					<b>Invoice Total:</b>	<b>\$75,432.50</b>

Terms: NET 30  
 Ordered By: ADAM/RICK

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INVOICE



1830 Craig Park Court  
 St. Louis, MO 63146

Invoice # T731900  
 Invoice Date 10/10/23  
 Account # 101621  
 Sales Rep NICHOLAS MARTIN  
 Phone # 402-896-6173  
 Branch # 237 Omaha, NE  
 Total Amount Due \$75,432.50

Remit To:  
 CORE & MAIN LP  
 PO BOX 28330  
 ST LOUIS, MO 63146

21 2 SP 0.870 E0021X I0154 D11893210319 S2 P9943615 0001:0008



RUTJENS CONSTRUCTION  
 PO BOX 99  
 TILDEN NE 68781-0099

Shipped to: 10/10/23 T497277  
 2023 WM NORTH LOOP WATER IMP  
 HIGHWAY 15 & COUNTY ROAD 37  
 \*\*RURAL JOB SITE  
 DAVID CITY, NE

CUSTOMER JOB- L23003 DAVID CITY NE

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/29/23	9/21/23	SEE BELOW	DAVID CITY NE	L23003		TRUCK	T731900

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
021618W	CUSTOMER PO#- VERBAL RICK/ADAM CORE & MAIN PO#- 1463849 16 PVC C900 DR18 PIPE (G) 20' PC235 BID SEQ# 40	4400	1100	3300	65.00000	FT	71,500.00

813

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Freight	Delivery	Handling	Restock	Misc.	Subtotal:	71,500.00
					Other:	0.00
					Tax:	3,932.50
					<b>Invoice Total:</b>	<b>\$75,432.50</b>

Terms: NET 30  
 Ordered By: ADAM/RICK

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# INVOICE

Invoice # T731902  
 Invoice Date 10/10/23  
 Account # 101621  
 Sales Rep NICHOLAS MARTIN  
 Phone # 402-896-6173  
 Branch # 237 Omaha, NE  
 Total Amount Due \$75,432.50



1830 Craig Park Court  
 St. Louis, MO 63146

Remit To:  
 CORE & MAIN LP  
 PO BOX 28330  
 ST LOUIS, MO 63146

21 2 SP 0.870 E0021 I0155 D11893210323 S2 P9943615 0002:0008



RUTJENS CONSTRUCTION  
 PO BOX 99  
 TILDEN NE 68781-0099

Backordered from:  
 Shipped to: 10/10/23 T497277  
 2023 WM NORTH LOOP WATER IMP  
 HIGHWAY 15 & COUNTY ROAD 37  
 \*\*RURAL JOB SITE  
 DAVID CITY, NE

**CUSTOMER JOB- L23003 DAVID CITY NE**

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/29/23	9/21/23	SEE BELOW	DAVID CITY NE	L23003		TRUCK	T731902

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
	CUSTOMER PO#- VERBAL RICK/ADAM CORE & MAIN PO#- 1463849						
021618W	16 PVC C900 DR18 PIPE (G) 20' PC235 BID SEQ# 40	3300	1100	2200	65.00000	FT	71,500.00

843

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- Retrieve proof of deliveries

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Freight	Delivery	Handling	Restock	Misc.	Subtotal:	71,500.00
					Other:	0.00
					Tax:	3,932.50
					<b>Invoice Total:</b>	<b>\$75,432.50</b>

Terms: NET 30  
 Ordered By: ADAM/RICK

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INVOICE



1830 Craig Park Court  
 St. Louis, MO 63146

Invoice # T731909  
 Invoice Date 10/10/23  
 Account # 101621  
 Sales Rep NICHOLAS MARTIN  
 Phone # 402-896-6173  
 Branch # 237 Omaha, NE  
 Total Amount Due \$75,432.50

21 2 SP 0.870 E0021 10156 D11893210327 S2 P9943615 0003:0008



RUTJENS CONSTRUCTION  
 PO BOX 99  
 TILDEN NE 68781-0099

Remit To:  
 CORE & MAIN LP  
 PO BOX 28330  
 ST LOUIS, MO 63146

Shipped to: 10/10/23 T497277  
 Backordered from:  
 2023 WM NORTH LOOP WATER IMP  
 HIGHWAY 15 & COUNTY ROAD 37  
 \*\*RURAL JOB SITE  
 DAVID CITY, NE

CUSTOMER JOB- L23003 DAVID CITY NE

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/29/23	9/21/23	SEE BELOW	DAVID CITY NE	L23003		TRUCK	T731909

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
	CUSTOMER PO#- VERBAL RICK/ADAM CORE & MAIN PO#- 1463849						
021618W	16 PVC C900 DR18 PIPE (G) 20' PC235 BID SEQ# 40	2200	1100	1100	65.00000	FT	71,500.00

843

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Freight	Delivery	Handling	Restock	Misc.	Subtotal:	71,500.00
					Other:	0.00
					Tax:	3,932.50
					<b>Invoice Total:</b>	<b>\$75,432.50</b>

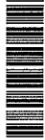
Terms: NET 30  
 Ordered By: ADAM/RICK

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# INVOICE

Invoice # T731917  
 Invoice Date 10/10/23  
 Account # 101621  
 Sales Rep NICHOLAS MARTIN  
 Phone # 402-896-6173  
 Branch # 237 Omaha, NE  
 Total Amount Due \$75,432.50



1830 Craig Park Court  
 St. Louis, MO 63146

Remit To:  
 CORE & MAIN LP  
 PO BOX 28330  
 ST LOUIS, MO 63146

21 2 SP 0.870 E0021 I0157 D11893210339 S2 P9943615 0004:0008



RUTJENS CONSTRUCTION  
 PO BOX 99  
 TILDEN NE 68781-0099

Shipped to: 10/10/23 T497277  
 2023 WM NORTH LOOP WATER IMP  
 HIGHWAY 15 & COUNTY ROAD 37  
 \*\*RURAL JOB SITE  
 DAVID CITY, NE

**CUSTOMER JOB- L23003 DAVID CITY NE**

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/29/23	9/21/23	SEE BELOW	DAVID CITY NE	L23003		TRUCK	T731917

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	CUSTOMER PO#- VERBAL RICK/ADAM CORE & MAIN PO#- 1463849						
021618W	16 PVC C900 DR18 PIPE (G) 20' PC235 BID SEQ# 40	1100	1100		65.00000	FT	71,500.00

843

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Freight	Delivery	Handling	Restock	Misc.	Subtotal:	71,500.00
					Other:	0.00
					Tax:	3,932.50
					<b>Invoice Total:</b>	<b>\$75,432.50</b>

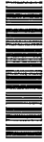
Terms: NET 30  
 Ordered By: ADAM/RICK

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# INVOICE

Invoice # T497277  
 Invoice Date 10/10/23  
 Account # 101621  
 Sales Rep NICHOLAS MARTIN  
 Phone # 402-896-6173  
 Branch # 237 Omaha, NE  
 Total Amount Due \$75,432.50



1830 Craig Park Court  
 St. Louis, MO 63146

Remit To:  
 CORE & MAIN LP  
 PO BOX 28330  
 ST LOUIS, MO 63146

21 2 SP 0.870 E0021 I0158 D11893210345 S2 P9943615 0005:0008



RUTJENS CONSTRUCTION  
 PO BOX 99  
 TILDEN NE 68781-0099

Shipped to:  
 2023 WM NORTH LOOP WATER IMP  
 HIGHWAY 15 & COUNTY ROAD 37  
 \*\*RURAL JOB SITE  
 DAVID CITY, NE

**CUSTOMER JOB- L23003 DAVID CITY NE**

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/29/23	9/21/23	SEE BELOW	DAVID CITY NE	L23003		TRUCK	T497277

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
021618W	16 PVC C900 DR18 PIPE (G) 20' PC235 BID SEQ# 40	6600	1100	5500	65.00000	FT	71,500.00

843

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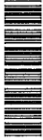
Freight	Delivery	Handling	Restock	Misc.	Subtotal:	71,500.00
					Other:	0.00
					Tax:	3,932.50
					<b>Invoice Total:</b>	<b>\$75,432.50</b>

Terms: NET 30  
 Ordered By: ADAM/RICK

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# INVOICE



1830 Craig Park Court  
 St. Louis, MO 63146

Invoice # T365606  
 Invoice Date 10/31/23  
 Account # 101621  
 Sales Rep NICHOLAS MARTIN  
 Phone # 402-817-1800  
 Branch # 267 Lincoln, NE  
 Total Amount Due \$90,688.86

Remit To:  
 CORE & MAIN LP  
 PO BOX 28330  
 ST LOUIS, MO 63146

9307 1 AB 0.537 E0253X I0291 D11999222659 S2 P9974027 0001:0001



RUTJENS CONSTRUCTION  
 PO BOX 99  
 TILDEN NE 68781-0099

Shipped to:  
 2023 WM NORTH LOOP WATER IMP  
 HIGHWAY 15 & COUNTY ROAD 37  
 \*\*RURAL JOB SITE  
 DAVID CITY, NE

CUSTOMER JOB- L23003 DAVID CITY NE

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
8/08/23	10/30/23	SEE BELOW	DAVID CITY NE	L23003		DIRECT	T365606

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	CUSTOMER PO#- VERBAL RICK/ADAM CORE & MAIN PO#- 1431609						
16240SC375	24 .375 WALL STL CASING (A53B ERW SRLS) BID SEQ# 430	231	231		106.00000	FT	24,486.00
/05017407624	24 .375 STEEL CASING PIPE ZINC COATED (A53B ERW SRLS) 6" FROM BOTH ENDS LEFT BARE WELDING - CUSTOMER TO PATCH BID SEQ# 440	420	420		145.00000	LF	60,900.00
/05017461063	GAL KIT 90-97 ZINC	1	1		250.00000	EA	250.00
/05017461064	GAL KIT N-69 ZINC	1	1		325.00000	EA	325.00

NOV 1 - ENTD

843  
 843  
 5100-1  
 T365606  
 90,688.86  
 103123

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- Retrieve proof of deliveries

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Freight	Delivery	Handling	Restock	Misc.	Subtotal:	85,961.00
					Other:	0.00
					Tax:	4,727.86
					<b>Invoice Total:</b>	<b>\$90,688.86</b>

Terms: NET 30  
 Ordered By: ADAM RUTJENS

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Council President Bruce Meysenburg stated that the next item on the agenda was a presentation of bids received for Wastewater Plant by Bob Veenstra.

Bob Veenstra representing Veenstra & Kimm, introduced himself and stated that bids for the South side sewer rehabilitation and wastewater treatment plant upgrades were opened at 3 p.m. this afternoon. He stated that he had not had a chance to review the bids, but he stated that the low bid for the South side sewer rehab was from Municipal Pipe Tool for roughly \$671,000 and the low bid for the wastewater treatment plant upgrade was from BRB Construction for \$16.8 million which is higher than the engineers estimated construction costs. Veenstra stated that we will need to go back to NDEE and ask for more funding. The bids will be on the January agenda to act.

Ethan Joy with JEO Consulting introduced himself and stated that he would recommend approving the low bid of Sargent Drilling for Well #10 relining.

Council member Tom Kobus made a motion to award the bid for Well #10 relining to Sargent Drilling in the amount of \$160,669.30. 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



December 13, 2023

Tami Comte, City Clerk-Treasurer  
City of David City  
490 E Street  
David City, NE 68632

RE: 2023 Well #10 Relining  
David City, Nebraska  
JEO Project No. 231289.00

Dear Ms. Comte:

On December 12, 2023 at 11:00 AM the bid opening was conducted for the 2023 Well #10 Relining project. A total of two bids were received, with base bids ranging from \$160,669.30 to \$177,049.00.

The low base bid of \$160,669.30 is from Sargent Drilling from Geneva, Nebraska. The engineer's opinion of probable cost for the base bid was \$175,000. The low base bid was approximately 8% below the engineer's opinion of probable cost.

Sargent Drilling is a reputable contractor that has performed well on previous projects of similar type and size. JEO recommends that the base bid be awarded to Sargent Drilling.

The bid tabulation is enclosed for your reference. If you have any questions about the information included in this letter or the enclosed, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ethan E. Joy', is written over a light blue horizontal line.

Ethan E. Joy, PE  
Branch Manager

Enclosures



## Bid Tab

**PROJECT** | 2023 Well #10 Relining

**JEO PROJECT NO.** | 231289.00

**LOCATION** | David City, Nebraska

**LETTING** | December 12, 2023 at 11:00am

**OPINION OF PROBABLE COST** | \$175,000

Bidder	Total Base Bid
Downey Drilling Inc Lexington, NE	\$177,049.00
Sargent Drilling Geneva, NE	\$160,669.30

Council President Bruce Meysenburg stated that the next item on the agenda was approve Resolution No. 51-2023 updating Municipal Code Section 3-304 impoundment.

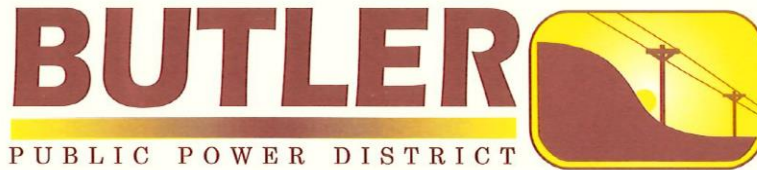
City Attorney David Levy stated that any updates to the Municipal Code need to be done by Ordinance. They will prepare an Ordinance for the January 10<sup>th</sup> City Council meeting.

Council member Jim Angell made a motion to approve a time extension with Butler Public Power for the Power Review Board. 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

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Extension Agreement  
Between  
David City  
Butler Public Power District

It is hereby understood and agreed by and between the City of David City, Nebraska (hereinafter referred to as the "City") and Butler Public Power District (hereinafter referred to as the "District") as follows:

1. The City annexed certain tracts of land outside its electrical service territory on December 14, 2022, and it desires to include portions of those tracts within its electric service territory.
2. Pursuant to NEB. REV. STAT. §70-1008(2), the City has one (1) year to make application to the Nebraska Power Review Board to include those annexed areas in its service territory, unless extended by mutual agreement.
3. It is agreed that the timeframe for the City to make application to the Nebraska Power Review Board be extended until January 31, 2024.
4. Finally, it is acknowledged that no agreement has been reached as to the statutory compensation owed to the District.

Agreed to this 11<sup>th</sup> day of December 2023.

For the City:

A handwritten signature in blue ink that reads "Jessica Miller" is written over a horizontal line.

Jessica Miller, Mayor

Name and Title

For the District:

A handwritten signature in blue ink that reads "Mark Kirby" is written over a horizontal line.

Mark Kirby, General Manager

Name and Title

---

1331 N 4th Street • David City, NE 68632-1107

Phone: 402/367-3081 • 800/230-0569 • Fax: 402/367-6114

Matt Kalin with JEO introduced himself and stated that they prepared the plans and specifications and contract documents for the '2023 AGP Substation' project and would like the plans and specifications approved along with an authorization to bid the project. Substantial completion will be slated for the middle of February 2025.

Council member Keith Marvin made a motion to approve the Plans, Specification and Contract documents for the '2023 AGP Substation' project and authorize to bid. 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 approve 75% payment in the amount of \$137,350 for Ratkovec Construction. 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

---

**Tami Comte**

**From:** Cole Ratkovec <ratkovec.construction@gmail.com>  
**Sent:** Wednesday, December 6, 2023 11:19 AM  
**To:** Tami Comte  
**Subject:** Re: Council action  
**Attachments:** image001.png

We are shooting to be 100% complete by December 20th.

Electrical is on its final steps to being finished.

Hvac should be complete by end of the day.

Overhead doors are to be finished by the end of the week.

On Thu, Nov 30, 2023, 2:45 PM Tami Comte <tcomte@davidcityne.gov> wrote:

Cole,

The City Council voted to table the 75% payment in the amount of \$137,350 until you can provide them with a date that the building will be completed. They feel that it has taken longer than necessary to complete and would like to know when it will be finished. If you could respond to this email with a completion date, then the payment will be discussed at the next meeting. Thanks!

***Tami Comte***

City Clerk-Treasurer/Interim City Administrator  
490 E Street, P.O. Box 191  
David City, NE 68632  
402-367-3135



Council member Keith Marvin made a motion to approve Resolution No. 52-2023 updating campground rates as amended. 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

**RESOLUTION NO. 52-2023**

A RESOLUTION OF MAYOR AND CITY COUNCIL OF DAVID CITY, NEBRASKA, APPROVING AN AMENDMENT TO RESOLUTION NO. 41-2023, ESTABLISHING A FEE SCHEDULE FOR RV CAMPGROUND LOCATED WITHIN THE CITY OF DAVID CITY.

**WHEREAS**, the City of David City, Nebraska, a municipal corporation and a city of the second class (the “City”), previously passed Resolution No. 41-2023, which set forth the fees for the RV Campground located in the City; and

**WHEREAS**, the City finds that it is necessary to amend Resolution No. 41-2023 to make changes and additions to the fee schedule.

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA**, that the following fee schedule for the use of the RV Campground is hereby adopted, and shall replace and supersede the fee schedule previously established by Resolution No. 41-2023, in its entirety.

**RV Campground**

RV Campground (full-hookups) .....	<b>\$40.00 / day</b>
RV Campground Monthly rate (full-hookups) .....	<b>\$1,100.00 / month</b>
Construction Personnel Rate .....	<b>\$750.00 / month</b>
Tenant Referral Discount.....	<b>(\$50.00) off following month’s fee**</b>

\* Unless otherwise determined by the City, in its discretion, the monthly rate must be selected and paid in full at the beginning of the calendar month. No refunds will be given for early departure.

\*\* The Tenant Referral Discount shall apply to any current tenant who refers a new monthly tenant (i.e., an individual who has never previously occupied the campground) to the City for occupation of a pad site, and such referral rents a pad site for at least one (1) month. Tenants qualifying for this discount will receive a one-time \$50.00 discount from their subsequent monthly bill for each successful referral. It shall not be applied retroactively or entitle any current tenant to a refund of prior fees paid in the event such referring tenant no longer occupies a pad site in the month following a successful referral. To qualify, the referral must be made known to the City, in writing (via email to the City Clerk), prior to the new tenant’s occupation of a pad site.

Dated this 13<sup>th</sup> day of December, 2023.

---

Mayor Jessica J. Miller

---

City Clerk Tami L. Comte

Council member Jim Angell made a motion to approve a lease agreement with the Butler County Ag Society for the soccer field. 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

### **LEASE AGREEMENT**

THIS LEASE AGREEMENT is made and entered into on this 13<sup>th</sup> day of December, 2023, by and between BUTLER COUNTY AGRICULTURAL SOCIETY, INC., a Nebraska nonprofit corporation and duly organized agricultural society pursuant to the Nebraska Agricultural Society Act, hereinafter referred to as "Lessor," and the CITY OF DAVID CITY, NEBRASKA, a municipal corporation and city of the second class, hereinafter referred to as "Lessee."

IN CONSIDERATION OF the mutual promises and covenants contained herein, the parties do agree as follows:

1. Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor that certain tract hereinafter referred to as "Premises," and legally described as:

A tract of land in Perkins and Thorpe Place, in David City, Butler County, Nebraska, more particularly described as follows: Commencing at the southwest corner of the Northwest Quarter of Section 19, Township 15 North, Range 3 East of the Sixth P.M., Butler County, Nebraska said point also being the southwest corner of said Perkins and Thorpe Addition; thence north 963 feet on the west line of said Northwest Quarter; thence east to a point that intersects the west line of the ball field complex and that point is 84.3 feet south of the northwest corner of said ball field complex; thence south on said west line 963 feet to the southwest corner of said ball field complex; thence west on the south line of the Northwest Quarter of said section a distance of 519.57 feet to the place of beginning.

Lessee acknowledges and agrees that it is accepting the Premises in "as is" condition without any representation or warranty, express or implied.

2. Term. The term of this lease shall be for three (3) years commencing on March 1, 2023, and expiring on the last day of February, 2026.

3. Rent. Lessee agrees to pay to Lessor as rent the total sum of Six Thousand and No/100 Dollars (\$6,000.00). Rent shall be payable in three (3) annual installments of Two Thousand and No/100 Dollars (\$2,000.00). The annual installment of rent shall be due and payable to Lessor on or before March 1 of each year during the term of the Lease.

4. Use of Premises. The Premises described herein shall be used by Lessee for the purpose of a recreation complex and all activities directly related thereto or such other activity as may be agreed upon in writing between Lessor and Lessee.

5. Utilities. Lessee shall pay or cause to be paid all charges for gas, electricity, water, sewer, telephone or other communication services and all other utilities servicing and consumed on the Premises throughout the term of the Lease or any renewal thereof and shall indemnify, defend and save the Lessor harmless against any liability or damages for said utility obligations. Lessee may use the existing water well located on the Premises, provided that Lessee shall be solely responsible for all maintenance and repair of the water well during the term of this Lease.

6. Maintenance and Repairs. Lessee shall, at its sole expense, maintain and make repairs as needed to the improvements to the Premises. Lessee shall maintain the Premises in clean, safe and good condition and keep and return the Premises in at least as good condition as they currently exist or may be improved, ordinary wear and tear excepted.

7. Alterations or Improvements. Lessee shall not make any future building improvements or alterations to the Premises without submitting plans and specifications for such improvements or alterations to Lessor and securing the Lessor's written consent thereto. Lessee shall hold the Lessor harmless from any costs, liens, or damages caused by such work and will immediately discharge any lien filed for services or material furnished for such work. Any building improvements, alterations, repairs and additions existing on the Premises or made after the effective date of this Lease shall become the property of the Lessor at the expiration or termination of this Lease and shall remain upon, and be surrendered with, the Premises upon the expiration or termination of this Lease.

8. Americans With Disabilities Act; Compliance. Any improvements or alterations to the Premises authorized under paragraph 7 hereof, or other work done to the Premises by Lessee shall be done in compliance with the Americans With Disabilities Act and accessibility standards as promulgated by the Nebraska State Fire Marshall. Lessee shall be solely responsible for expenses necessary to comply with the Americans With Disabilities Act and similar state statutes or requirements triggered solely by a disability of one or more of Lessee's employees.

9. Signage and Security Fence.

(a) Lessee shall have the right to erect and maintain ordinary and customary signs relating to his use of the Leased Premises. All such signage shall be erected, installed, and maintained in compliance with all applicable laws and ordinances. Upon expiration or termination of this Lease, Lessee shall, at its own cost and expense, cause all such signage to be removed within thirty (30)

days after the date of such expiration or termination.

(b) Lessee shall maintain a chain-link security fence having a height of not less than six feet nor more than eight feet along the entire north boundary line of the Leased Premises.

10. Insurance. During the term of this Lease, Lessee shall obtain, maintain in effect and pay all premiums for, the following insurance coverages in connection with the Premises: (a) fire insurance with broad extended coverage insuring the buildings and other improvements on the Leased Premises, and the fixtures, building machinery and equipment contained therein, with the Lessor as the named insured in an amount to prevent the Lessor from becoming a co-insurer of any loss (but not less than one hundred percent (100%) of the then current full replacement value thereof, excluding foundation and excavation costs); (b) comprehensive general public liability insurance with broad form extended coverage (including contractual liability insurance) insuring Lessor and Lessee against claims for personal injury, death or property damage occurring upon, in or about the Premises, and such insurance shall have a limit of not less than \$1,000,000.00 in respect to any injury or death to a single person and to the limit of not less than \$500,000.00 in respect to property damages; (c) insurance against such other risks as Lessor may deem necessary or as Lessee may desire to put into effect, of a similar or dissimilar nature, as are or shall be customarily covered with respect to buildings similar in construction, general location, use and occupancy, including, but without limiting, the generality of the foregoing, windstorm, hail, explosion, riot and civil commotion, damage from aircraft and vehicles, and smoke damage, as and when insurance against such other risks is available. Lessor shall have the option, but shall not be obligated, to obtain any and all of the aforesaid insurance coverages on behalf of Lessee, and Lessee shall immediately pay or reimburse Lessor for the premiums in connection with any of such insurance coverages so obtained on behalf of Lessee by Lessor.

All policies of insurance shall be subject to the review and approval of Lessor, and shall provide (a) that no material change or cancellation of said policies shall be made without fifteen (15) days prior written notice to Lessor and Lessee, (b) that any loss shall be payable notwithstanding any act or negligence of the Lessee or the Lessor which might otherwise result in the forfeiture of said insurance, (c) that the insurance company issuing the same shall have no right of subrogation against the Lessor or Lessee and shall name the Lessor as additional insured. Lessee agrees to observe and comply with the requirements of all policies of insurance in effect from time to time with respect to the Premises and the fixtures and equipment contained therein.

Lessee and Lessor, respectively, hereby waive and release each other from any and all liability or responsibility to the other or anyone claiming by, through or under it or them by way of subrogation or otherwise, for any loss or damage to property covered by any insurance then in effect, even if such loss or damages shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible; provided, however, that this waiver and release shall be applicable and in force and effect only with respect to any loss or damage occurring during such time as the policy or policies of insurance covering said loss, shall contain a clause or endorsement to the effect that this waiver and release shall not adversely affect or impair such insurance or prejudice the right of the insured to recover thereunder.

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

11. Indemnification. Each party agrees to indemnify and hold the other harmless from any and all claims and demands of third parties arising from or based upon any alleged act, omission or negligence of the other party or any of its agents, employees,

licensees, servants, invitees or employees.

12. Inspection and Access. Lessor may inspect or show the Premises to others at reasonable times with the consent of Lessee, which consent shall not be unreasonably withheld or delayed.

13. Eminent Domain. If the Premises, or a substantial part thereof, are taken or condemned by any authority under power of eminent domain or transferred by the Lessor by agreement with such authority under threat of condemnation, with or without condemnation action being instituted, Lessee may terminate this Lease. If only a portion of the Premises are so taken or condemned or transferred, the term of this Lease shall terminate as to the portion of the Premises so taken or condemned or terminated and the rental shall be adjusted in proportion that the square footage of the portion of the Premises taken bears to the total square footage of the Premises prior to such taking. Lessee shall not be entitled to any compensation, allowance, claim, or offset of any kind against the Lessor as damages or otherwise, by reason of being deprived of the Premises or by the termination of this Lease, and any award for damages made by the condemning authority shall be the property of and paid over to Lessor except those representing relocation costs, if any, relating to Lessee's property or business.

14. Environmental Provisions. The Lessee shall follow all label restrictions and instructions in the use of all fertilizers, pesticides, herbicides, or other chemicals which may be applied to the Premises. The Lessee further agrees that all waste will be disposed of in a manner as approved by all federal and state environmental agencies and regulations. The Lessee hereby indemnifies Lessor from any loss, liability, claim, or expense, including without limitation, clean up, engineering and attorneys' fees and expenses that Lessor may incur by reason of the use, generation, or disposal by Lessee of any toxic or hazardous waste or substance on or about the Premises or by reason of any investigation or claim of any governmental agency in connection therewith. This indemnity shall survive the term of this Lease or any extension thereof.

16. Holding Over. Should Lessee hold possession hereunder after the expiration of the term of this Lease, Lessee shall be deemed a Lessee on a month-to-month basis subject to all terms, covenants and conditions herein specified. And in such case the rent shall be computed and paid monthly on or before the fifth (5th) day of said month.

17. Default by Lessee. If Lessee fails to make any payment of rent or other charges required to be paid by Lessee under this Lease within thirty (30) days after the same shall become due and payable, or if Lessee defaults in the performance of any of the other terms or conditions of this Lease, and such default has not been remedied within thirty (30) days after written notice from Lessor to Lessee specifying such default or, if the Premises are abandoned by the Lessee or are vacant for more than thirty (30) days (excluding off-season periods), then the Lessor may, at its option, reenter and recover possession of the Premises and may accelerate the rent and demand that all remaining rent due during the remaining original term of this Lease be paid in full.

(a) For purposes herein, the term "off-season period" shall mean the period in which any activities on the Premises are not being played or scheduled to be played in accordance with the regularly-maintained schedule of activities thereon.

18. Waiver of Default. Any waiver, express or implied, by Lessor of any breach of this Lease or any terms, conditions or promises herein shall not be a waiver

of any subsequent breach of the same or any other term, condition or promise herein. Payment of rent by Lessee and acceptance by Lessor shall not be construed to be a waiver of any breach of the terms, conditions or promises of this Lease.

19. Notice. Notice under this Lease shall be given in writing and may be served personally or by mail if addressed as follows:

If to Lessor:	Butler County Agricultural Society, Inc. 62 L Street David City, NE 68632
---------------	--

If to Lessee:	City of David City, Nebraska 490 E Street David City, NE 68632
---------------	--

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

20. Enjoyment of Premises. The Lessor and Lessee each covenant that each said entity has full authority to execute this Lease. Upon the Lessee faithfully performing the terms, covenants, and conditions hereof, including the prompt payment of the rent, the Lessee shall and may quietly and peacefully have, hold, and enjoy the Leased Premises during the term hereof.

21. Time is of the Essence. It is hereby agreed that time is of the essence of this Lease.

22. Entire Agreement. This Lease represents all agreements between Lessor and Lessee and can only be amended in writing signed and agreed to by both parties.

23. Successors and Assigns. This lease shall be binding upon the heirs, personal representatives, successors, and assigns of each party.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first written above.

LESSOR:

LESSEE:

BUTLER COUNTY AGRICULTURAL  
 SOCIETY, INC.

CITY OF DAVID CITY, NEBRASKA

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Donnie Steager, President

Jessica Miller, Mayor

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public, in the aforesaid county, personally appeared Donnie Steager, President of BUTLER COUNTY AGRICULTURAL, INC., Lessor, known to me to be the identical person whose name is affixed to the foregoing Lease as Lessor, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of Butler County Agricultural Society, Inc.

WITNESS MY HAND and notarial seat the day and year last written above.

\_\_\_\_\_  
 Notary Public

[SEAL]

\_\_\_\_\_  
 My Commission Expires:

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public, in the aforesaid county, personally appeared Jessica Miller, Mayor of CITY OF DAVID CITY, NEBRASKA, Lessee, known to me to be the identical person whose name is affixed to the foregoing Lease as Lessor, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of CITY OF DAVID CITY, NEBRASKA.

WITNESS MY HAND and notarial seat the day and year last written above.

\_\_\_\_\_  
 Notary Public

[SEAL]

\_\_\_\_\_  
 My Commission Expires:

Council President Bruce Meysenburg stated that the next agenda item was discuss/action concerning city employees health insurance. Council President Bruce Meysenburg stated that because of the agreement with the Union the Council needs to keep the same type of health insurance.

Council member Keith Marvin made a motion to approve the Allstate Health Insurance plan for city employees 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

Illustration prepared by



CITY OF DAVID CITY  
 Group Health Plan Considerations  
 1/1/2024 Effective Date

HSA PLAN *All benefits for in-network providers*	Current				-----Guaranteed Issue Plans-----			
	Medica 3000-0% HSA Embedded Ded	Aetna 1700 HSA 100/50 Non-Emb Ded/OOP	Aetna 2500 HSA 100/50 Non-Emb Ded/OOP	Allstate Aetna ASA Network Embedded Ded	Blue Cross ChamberChoice CHF24 Non-Emb Ded	Blue Cross LIGHT HSA OPT 2 Non-Emb Ded	Blue Cross Blue Pride GHB23 Non-Emb Ded	Medica 3200-0% HSA Embedded Ded
PLAN TYPE	Level Funded	Level Funded	Level Funded	Level Funded	Level Funded	Fully Insured	Fully Insured	Fully Insured
DEDUCTIBLE	\$3,000/\$6,000	\$1,700/\$3,400	\$2,500/\$5,000	\$3,500/\$7,000	\$3,000/\$6,000	\$3,000/\$6,000	\$2,700/\$5,600	\$3,200/\$6,400
COINSURANCE	0%	0%	0%	0%	0%	0%	0%	0%
OOP MAXIMUM-with copays	\$3,000/\$6,000	\$3,750/\$7,500	\$3,750/\$7,500	\$3,500/\$7,000	\$3,000/\$6,000	\$3,000/\$6,000	\$2,700/\$5,600	\$3,200/\$6,400
OFFICE VISIT - PCP	Deductible	Ded, then \$25	Ded, then \$25	Deductible	Deductible	Deductible	Deductible	Deductible
SPECIALIST VISIT	Deductible	Ded, then \$75	Ded, then \$75	Deductible	Deductible	Deductible	Deductible	Deductible
URGENT CARE VISIT	Deductible	Ded, then \$75	Ded, then \$75	Deductible	Deductible	Deductible	Deductible	Deductible
ER VISIT	Deductible	Ded, then \$500	Ded, then \$500	Deductible	Deductible	Deductible	Deductible	Deductible
RX COPAYS								
Generic	Deductible	Ded, then \$3 or \$10	Ded, then \$3 or \$10	Deductible	Deductible	Deductible	Deductible	Deductible
Preferred Brand	Deductible	Ded, then \$50	Ded, then \$50	Deductible	Deductible	Deductible	Deductible	Deductible
Non-Preferred Brand	Deductible	Ded, then \$80	Ded, then \$80	Deductible	Deductible	Deductible	Deductible	Deductible
Specialty	Deductible	Ded, then \$250/\$500	Ded, then \$250/\$500	Deductible	Deductible	Deductible	Deductible	Deductible
	Prev Rx covered 100%							Prev Rx covered 100%
<b>RATES</b>								
Employee Only	11 \$489.65	\$934.52	\$857.72	\$616.48	\$747.95	\$741.55	AGE RATED	AGE RATED
Employee + Spouse	3 \$1,077.23	\$1,888.28	\$1,729.57	\$1,571.98	\$1,533.29	\$1,520.18		
Employee + Children	3 \$930.35	\$1,773.77	\$1,621.16	\$1,202.11	\$1,308.90	\$1,297.71		
Employee + Family	7 \$1,566.88	\$2,927.71	\$2,673.55	\$2,034.32	\$2,169.04	\$2,150.50		
Total Monthly	\$22,377.05	\$41,759.84	\$38,201.96	\$29,343.79	\$31,937.30	\$31,664.22	\$44,814.16	\$38,809.23
Total Yearly	\$268,524.60	\$501,118.08	\$458,423.52	\$352,125.48	\$383,247.60	\$379,970.64	\$537,769.92	\$465,710.76
% change from current		86.62%	70.72%	31.13%	42.72%	41.50%	100.27%	73.43%

7/1 renewal  
 4% increase in 2023  
 Requires city buy  
 basic life, offer vol life ins,  
 vol accident, vol CI  
 from Mutual of Omaha

Health Insurance Comparison for 2024								
	Proposed for 2024							
	First Insurance	First Insurance	Jones Group	Jones Group	Jones Group	Jones Group	Jones Group	Jones Group
	Blue Cross Blue Shield	Blue Cross Blue Shield	Current- Medica - 2023	Allstate	Blue Cross Blue Shield	Blue Cross Blue Shield	Aetna	Aetna
	2022	Proposed for 2023	Level Funded	Level Funded	Level Funded	LIGHT - LARM	1700 HSA 100/50	2500 HSA 100/50
Deductible - Single	3,375	3,600	3,000	3,500	3000	3000	1,700	2,500
Single HSA 75%	2,531	2,700	2,250	2,625	2,250	2,250	1,275	1,875
x 11 employees	27,844	29,700	24,750	28,875	24,750	24,750	14,025	20,625
Deductible - Family	6,750	7,200	6,000	7,000	6,000	6,000	3,400	5,000
Family HSA 75%	5,063	5,400	4,500	5,250	4,500	4,500	2,550	3,750
x 13 employees	65,813	70,200	58,500	68,250	58,500	58,500	33,150	48,750
Monthly premium	18,973.65	18,894.16	12,094.37	29,343.79	31,937.30	31,664.22	41,759.84	38,201.96
x 75%	14,230.24	14,170.62	9,070.78	22,007.84	23,952.98	23,748.17	31,319.88	28,651.47
x 12 months	\$170,762.85	\$170,047.44	\$108,849.33	\$264,094.11	\$287,435.70	\$284,977.98	\$375,838.56	\$343,817.64
plus HSA payout	\$93,656.25	\$99,900.00	\$83,250.00	\$97,125.00	\$83,250.00	\$83,250.00	\$47,175.00	\$69,375.00
Yearly Total	\$264,419.10	\$269,947.44	\$192,099.33	\$361,219.11	\$370,685.70	\$368,227.98	\$423,013.56	\$413,192.64
			Started the year with 16 enrollees on plan	Allstate at the start of 2023 would have been \$19,079.64.				
			Ended with 24 enrollees on plan					

Council member Pat Meysenburg made a motion to pass and adopt Resolution No. 53-2023 terminating an agreement with Horizontal Boring & Tunneling. 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

**RESOLUTION NO. 53-2023**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, FINDING THAT IT IS NECESSARY TO EXECUTE THAT CERTAIN TERMINATION OF CONTRACT AGREEMENT.**

WHEREAS, The Mayor and City Council of David City, Nebraska, a municipal corporation and city of the second class (the "City") has undertaken that certain improvement project entitled 2023 Campground Sanitary Sewer Extension (JEO Project No. 220784) (the "Project"); and

WHEREAS, pursuant to the Project, the City advertised and solicited public bids in accordance with the Nebraska Revised Statutes and awarded the contract to Vrba Construction, Inc., a Nebraska corporation ("Contractor"); and

WHEREAS, the City entered that certain Contract Agreement and all amendments thereto, on November 17th, 2023, (the "Agreement") with Horizontal Boring & Tunneling, Co. ("Horizontal"), for the furnishing of materials and labor, a copy of which is attached hereto as **Exhibit A**, and is hereby incorporated herein; and

WHEREAS, the City acknowledges that the Agreement should have been entered into by Contractor and Horizontal; and

WHEREAS, the City finds it necessary to execute that certain Termination of Contract Agreement, attached hereto as **Exhibit B**, and incorporated herein by reference, to rescind the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY OF DAVID CITY, NEBRASKA, that the City hereby declares the following.

1. The City and Mayor hereby resolves to approve the execution of that certain Termination of Contract Agreement for the purposes prescribed herein.
2. The City and Mayor are hereby authorized to perform other such actions as necessary to rescind the Agreement.
3. This Resolution shall take immediate effect upon approval.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF DAVID CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

**Copy of Contract Agreement dated November 20, 2023.**

[See attached]

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made and entered into this 17th day of November, 20 23 by and between City of David City, Nebraska, hereinafter referred to as "Owner" and HORIZONTAL BORING & TUNNELING CO. of 505 S. River Ave., PO Box 429, Exeter, NE 68351, hereinafter referred to as "Contractor".

WHEREBY the Contractor agrees to fully and faithfully furnish materials and perform labor for the construction of 8" Sanitary Sewer inside a 16" Steel Casing Railroad Crossing.

WHEREAS, the Owner has agreed to enter into this contract agreement

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the Owner and Contractor agree, as follow:

A. Contract Documents. The Contract Documents for this Contract consist of this agreement and any exhibit attached hereto.

B. Work. The Contractor to furnish all necessary materials, all labor, tools, equipment and supplies necessary to perform the following work as set forth in the Contract Documents:

<u>BID</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1.00	Furnish Steel Casing and Bore Railroad Crossing	106 L.F.	\$ 672.00 / LF	\$ 71,232.00
1.10	Furnish Casing Spacers, End Seals & Install Contractor's 8" Sanitary Sewer Pipe in Steel Casing	106 L.F.	\$ 44.00 / LF	\$ 4,664.00

Contract Total:

\$ 75,896.00

**NOTES:**

- If required, Contractor/Owner or others to handle all RR required flagging, inspection, observation and monitoring requirements and furnish the Railroad Protective Insurance. (Contractor/Owner should allow a minimum of 7 days for Horizontal's work).

- Contractor/Owner shall perform all site clearing and provide adequate access to each end of the bore.

- Prices exclude rock, shale, rubble, cobbles, boulders, flowing soils or obstructions.

- ❖ Refer to the attached Exhibit A, HBT's Quote, for Individual Contractor's responsibilities.

C. Payment. In consideration of the Contractor's performance of this Contract Agreement in accordance with all of the terms and conditions set forth in the Contract Document, the Owner shall pay the Contractor for work performed and materials furnished by the Contractor at the unit prices set forth above on the basis of the quantities finally allowed and paid for by the Owner. Payment shall be made to Contractor within thirty (30) days after date of invoice and no longer than forty-five (45) days.

D. Changes of Conditions in the Work by Change Order. In the event of differing site conditions or change of the scope of the work, the cost of the additional work will be determined by change order by agreement in writing between the Contractor and the Owner as to the value of the work order.

If the Owner makes changes in the work to be performed by the Contractor under this Contract Agreement necessitating additional work, Contractor agrees to perform work necessitated by such changes whether changes alter, add to, or deduct from, the work performed under this Contract Agreement. The value of any such changes will be determined by change order as follows: (1) by the unit price named in this Contract Agreement, if possible; or (2) by agreement in writing between the Contractor and the Owner as to the value of the work order.

E. Taxes. The Contractor will make all payment of taxes on the payrolls of all persons employed by the Contractor. The Contractor will further pay all taxes levied by any taxing authority on any work performed or materials purchased, used or delivered by the Contractor under this Contract Agreement.

E. Termination of the Contract. In the event of the termination of the Contract between the Contractor and the Owner, this Contract Agreement will also automatically terminate and the Owner will be liable only for labor and materials furnished and delivered prior to the date of receipt by Contractor of notice of termination

G. Applicable Law. The interpretation, validity and enforcement of this Contract Agreement is governed by the laws of the State of Nebraska.

H. Binding Effect. This Contract Agreement will be binding upon to the benefit of the respective heirs, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, this Contract has been executed the day and year above written by the proper officers duly authorized herein.

**Horizontal Boring & Tunneling Co.**

**City of David City**

By: *Lofi B. Moore*  
Lofi B. Moore

By: *Jessica J. Miller*

Title: Corporate Secretary

Title: Mayor

Date: 11/17/23

Date: 11-20-23

**EXHIBIT B**

**Copy of Termination of Contract Agreement, dated December 13, 2023.**

[See attached]

**TERMINATION OF CONTRACT AGREEMENT**

This **TERMINATION OF CONTRACT AGREEMENT** ("Termination") is made and entered into this 13<sup>th</sup> day of December, 2023, by and between the City of David City, Nebraska ("City"), a municipal corporation and city of the second class, and Horizontal Boring & Tunneling, Co., ("Horizontal"), a Nebraska corporation (collectively "Parties").

**WHEREAS**, the Parties entered into that certain Contract Agreement and all amendments thereto, on November 17th, 2023, for the furnishing of certain materials and labor necessary for a sanitary sewer main improvement within the City of David City, Nebraska, ("Agreement") a copy of which is provided in **Exhibit A**, attached hereto and incorporated herein by reference; and

**WHEREAS**, the Agreement was a subcontract to the 2023 Campground Sanitary Sewer Extension (JEO Project No. 220784) ("Project"), to which Vrba Construction, Inc., a Nebraska corporation, is the general contractor ("Contractor"); and

**WHEREAS**, the Parties acknowledge that the Agreement should have been entered into directly between Contractor and Horizontal;

**WHEREAS**, the Parties acknowledge that as of the date of this Termination there has not been any performance by either the City or Horizontal pursuant to the Agreement.

**NOW, THEREFORE BE IT RESOLVED BY THE PARTIES**, the following terms are hereby agreed to.


1. **Termination**. The Parties hereby agree by execution of this Termination that the Agreement shall be immediately rescinded in its entirety.
2. **Release and Waiver**. The Parties hereby agree to release one another from any liability, responsibilities, or obligations under the Agreement and any claims resulting from the same. The Parties agree that execution of this Termination does not constitute a breach of the Agreement and to waive the right to claim the same.
3. **Entire Agreement**. The Parties agree that this Termination reflects the entirety of each party's understandings and that it shall supersede any oral or other representations not reflected herein.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the undersigned parties executed this Termination of Contract Agreement as of date and year first above written.

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

  
\_\_\_\_\_  
By: Jessica Miller  
Mayor  
City of David City, Nebraska

**HORIZONTAL BORING & TUNNELING, CO.**,  
a Nebraska corporation.

\_\_\_\_\_  
By: Lori B. Moore  
Corporate Secretary  
Horizontal Boring & Tunneling, Co.



Council President Bruce Meysenburg stated that the next item on the agenda was discuss/action regarding updates/repairs needed at Scout Hall and discuss lease.

Gary Schmid, representing Boy Scout Troop #268, introduced himself and stated that the Scout Hall needs new siding. They had originally planned to repaint the building, but the siding needs to be replaced. The Council stated that they should research the costs involved and come back with those numbers and the City would be willing to work with them on the project.

Council member Pat Meysenburg made a motion to reappoint Council member Keith Marvin to the Butler County Development Board. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Abstain (With Conflict), Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 5, Nay: 0, Abstain (With Conflict): 1

Council member Jim Angell made a motion to approve the appointment of Council member Bruce Meysenburg to the Butler County Development board. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Abstain (With Conflict), Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 5, Nay: 0, Abstain (With Conflict): 1

Council member Kevin Woita made a motion to table discussion regarding a cost-of-living increase for city employees. 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

Council member Keith Marvin made a motion to recess the Council meeting. Council Member Kevin Woita seconded the motion. The motion carried and Council President Bruce Meysenburg declared the Council meeting in recess at 7:54 p.m.

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 Council meeting. Council Member Tom Kobus seconded the motion. The motion carried and Council President Bruce Meysenburg declared the Council meeting reconvened at 7:59 p.m.

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

Council member Tom Kobus made a motion to enter into closed session to discuss pending litigation. Council Member Jim Angell seconded the motion. The motion carried and Council President declared the meeting in closed session at 8:00 p.m.

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

Council President Meysenburg stated, "Now, at 8:00 p.m., we are going into closed session to discuss pending litigation. Council President Meysenburg, all of the Council members, and Interim City Administrator Tami Comte went into closed session at 8:00 p.m.

Council member Tom Kobus made a motion to enter into open session. Council Member Jim Angell seconded the motion. The motion carried and Council President Bruce Meysenburg declared the Council meeting in open session at 8:29 p.m.

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 adjourn. Council Member Tom Kobus seconded the motion. The motion carried and Council President Bruce Meysenburg declared the meeting adjourned at 8:29 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  
December 13, 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 December 13, 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.

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Tami Comte, City Clerk