

CITY COUNCIL PROCEEDINGS
June 28, 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 June 22, 2023, and an affidavit of the publisher is on file in the office of the City Clerk. The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

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

Also present for the meeting were: Deputy Clerk Lori Matchett, Asst. Police Chief Devin Betzen, Water/Wastewater employees Charles Dresch, Anthony Kobus and Dan Sobota.

The meeting opened with the Pledge of Allegiance.

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

Council member Tom Kobus made a motion to approve the minutes of the June 14, 2023 as presented. Council Member Jim Angell seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to table Resolution No. 25-2023 approving 4-way stop signs at the intersections of 7th & "D" Street and 7th & "E" Street. 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

Dave Henke introduced himself and spoke via Zoom. Henke stated that the project would be less expensive if it were combined with the current project and bid as one project.

Council member Tom Kobus made a motion to approve the agreement with JEO and approved bidding the project together with the current project. 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

Tami:

Attached is our scope and fee for the council review and consideration.

If they combine this extension to the Amendment # 1 project for bidding the project together, we can drop the bidding phase fee totally and likely lower the other task fees a little too.

Let us know what they decide.

Dave Henke | *Senior Project Manager*

o: 402.443.7464 | **m:** 402.443.8005 | **e:** dhenke@jeo.com

JEO Consulting Group | 1937 N Chestnut St | Wahoo, NE 68066



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AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: June 28th, 2023.

ARTICLE 1 – BACKGROUND DATA

Effective Date of Owner-Engineer Agreement: May 4th, 2022.
Owner: City of David City, Nebraska
Engineer: JEO Consulting Group, Inc.
Project: David City Campground JEO # 220784

ARTICLE 2 – NATURE OF AMENDMENT

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

Add additional design/construction phase services to extend a sanitary sewer main from a proposed manhole by 'H' Street (north of RV campground) to serve Thege residence.

Also, conceptual design to extend the sanitary sewer by gravity east and north of the proposed manhole by 'H' Street to the proposed Fairground RV campground.

ARTICLE 4 – AGREEMENT SUMMARY

See Exhibit A, attached.

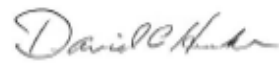
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in the original Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this, or previous Amendments remain in effect.

OWNER:
By:

ENGINEER: JEO Consulting Group, Inc.

Print name: _____

By: 
Print name: David C. Henke

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: June 20, 2023

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6/20/2023
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AMENDMENT # 2-EXHIBIT A
Scope of Services – David City Campground
JEO Project No. 220784.00

PROJECT UNDERSTANDING

PROJECT ONE

The City of David City would like to extend the gravity sanitary sewer main from a proposed manhole on the south side of 'H' Street (north of the new RV campground), thence easterly to serve the Thege residence.

Our services will include site topography survey, design, NDEE approval, bidding, and construction phase services. This also includes additional construction staking as needed and the railroad permit design task that has already been completed.

PROJECT TWO

The City of David City would like to extend the gravity sanitary sewer main from a proposed manhole on the south side of 'H' Street (north of the new RV campground), thence easterly and thence northerly to possibly serve the proposed future fairgrounds RV campground.

This task will include site topography survey and conceptual design only.

SCOPE OF SERVICES:

SITE SURVEY PHASE

Task Description: JEO proposes to complete a topographic survey of the proposed sanitary sewer route.

1. Establish vertical and horizontal control using the local coordinate system.
2. Conduct a topographic survey of the area for the proposed sanitary sewer main route and other expected construction area.
3. Survey the locations of physical features within the proposed site location(s) (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, utility locates, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, buildings, trees, and landscaping, etc.).
4. Schedule utility location information (a One-Call Utility locate request will be made) and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
5. Create an electronic drawing illustrating elevation, site features, water, sanitary sewer, stormwater collection and discharge points, electrical service, other known utilities resulting from the surveys performed.

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DESIGN/CONCEPTUAL PHASE

Preliminary Design:

1. Confirmation of the proposed utility improvements at kickoff meeting. (1 Meeting)
2. Create 30% drawings that include the plan view of the proposed utility improvements & campground site orientation/layout.
3. Conduct an internal 30% QA/QC of the project documents and incorporate necessary revisions.
4. Prepare 60% plans, technical specifications, and opinion of probable cost for the sanitary sewer utility improvements. The 60% plans to include the following:
 - A. Title Sheet.
 - B. Abbreviation Sheet.
 - C. Project Location Sheet.
 - D. Utility (Sanitary Sewer) Improvements Plan and Profile Sheet(s).
 - E. Details Sheet.
5. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
6. Provide 60% drawings, opinion of probable cost to Owner.

Final Design:

1. Run title search and create easement drawings and descriptions for new easements along proposed sewer line. Provide city attorney for securing.
2. Revise drawings and technical specifications following receipt of 60% review comments from internal QA/QC and comments from 60% design review by Owner. (1 Meeting)
3. Prepare 90% plans, technical specifications for the sanitary sewer utility improvements.
4. Provide drawings and assistance for the railroad undercrossing permit.
5. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
6. Electronically provide 90% drawings, specifications, and opinion of probable cost to Owner. JEO will meet with David City personnel via conference call upon receipt of review comments.
7. Revise plans, specifications, and opinion of probable cost with items noted during review with Client and 90% QA/QC review.
8. Prepare a SWPPP book complying with State regulations.
9. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to the Nebraska Department of Environment & Energy (NDEE) to obtain NPDES Stormwater permit. (if needed)
10. Create final drawings and specification package and sign and seal by engineer and a coordinating professional (if required) all registered in the State of Nebraska.
11. Following confirmation from the Owner, submit final drawings, specifications, and permit schedules for the utility improvements to NDEE for review, approval, and issuance of a construction permits. Owner to pay all review fees either directly or via reimbursement to JEO.
12. Furnish the final plans and specifications to the Owner.

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TASK 4–BIDDING AND NEGOTIATION PHASE

1. Obtain approval of plans and specifications and authorization to advertise for bids from Owner.
2. Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
3. Send Notice to Bidders to Contractors, Builder Bureaus, and Plan Rooms.
4. Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request.
5. Respond to inquiries from prospective bidders and prepare any addenda required. A pre-bid meeting will not be held.
6. Assist the Owner in securing construction bids for the project.
7. Assist the Owner at the bid opening. Bid opening will be held at City of David City offices. (1 meeting)
8. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
9. Review all bids received and assist the Owner in award of the construction contract.
10. Prepare and submit necessary information to the Owner for project award approval.
11. Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
12. Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

TASK 5–CONSTRUCTION ADMINISTRATION PHASE

1. Schedule and conduct a Pre-construction Conference prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Minutes of the Pre-construction Conference will be provided to all participants by the Engineer. Up to two JEO personnel will attend. (1 meeting)
2. Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project. Provide construction staking of the proposed improvements, including location and grade of the proposed access and grading improvements. Staking of the proposed improvements will be provided in up to one (1) trip.
3. Construction staking to include staking of gravity sanitary sewer trunk line alignment & elevation and sanitary sewer railroad undercrossing alignment.
4. Review shop drawings and related data supplied by the Contractor.
5. Provide interpretation of the plans and specifications, when necessary.
6. Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.
7. Consult with and advise Owner during construction regarding all aspects of the project.
8. Conduct monthly progress meeting with the Owner, Engineer, and Contractor. (1 meeting anticipated)

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9. Coordinate and review geotechnical soil and concrete testing results, as needed. Construction material testing (compaction and concrete compressive strength) cost to be paid for by the Owner. Any retesting will be the responsibility of the Contractor.
10. Conduct a final inspection of the project with the Contractor and Owner. Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner. (1 Meeting)
11. Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications, and contract documents.

TASK 6—RESIDENT PROJECT REPRESENTATIVE (RPR) PHASE

1. JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work for up to 40 hours. The duration of construction is estimated at 1 month.
 - A. The duties and responsibilities of the RPR are described as follows:
 - i. Review of contractors work for general compliance with the plans and specifications.
 - ii. Complete construction observation Reports when on site.
 - iii. Coordinate pay quantities with contractor and engineer.
 - iv. Review of materials delivered to the site for specification compliance.
 - v. Assist the engineer in interpretation of the plans and specifications to the contractor.
 - vi. Review and coordinate materials testing by assigned testing firm.
 - vii. Attend progress meetings.
 - viii. Compile records.

TASK 7—POST CONSTRUCTION PHASE

1. Prepare As-Built Drawings for Owner, provide GIS data to be incorporated into Owner's existing GIS platform.
2. Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.
3. Issue 6 and 11-month warranty letters to the Owner and Contractor.

ESTIMATED TIME FRAME:

1. Design Phase – 45 days from effective date of the additional work authorization.
2. Bidding and Negotiation Phase – 45 to 60 calendar days from authorization to advertise.
3. Construction Phase – Assumed to be 2-months from notice to proceed with 1 month of active construction time.
4. Post Construction Phase – 12 months after project acceptance.

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FEE SCHEDULE (LUMP SUM) TASK ONE:

1. Design Phase	\$ 9,900
2. Bidding and Negotiation Phase	\$ 3,500
3. Construction Phase	\$ 5,500
4. Post Construction Phase	\$ 1,500
<u>Total Lump Sum Phase</u>	<u>\$ 20,400</u>

FEE SCHEDULE (HOURLY NOT TO EXCEED):

1. Resident Project Representative	\$ 5,600
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FEE SCHEDULE (LUMP SUM) TASK TWO:

1. <u>Conceptual Design Phase</u>	<u>\$ 4,000</u>
<u>Total Lump Sum Phase</u>	<u>\$ 4,000</u>

CONTRACT EXCLUSIONS

- a. Services not explicitly detailed in scope of service.
- b. Special meetings and meetings not outlined in the Scope of Services.
- c. Geotechnical investigation of subsurface soil conditions.
- d. Wetland Delineation or other Environmental Field Investigation.
- e. Securing land rights or negotiating easements.
- f. Individual Corps 404 permitting, Environmental assessments.
- g. SWPPP administration and inspections during construction.
- h. Payment of permit application/review fees.
- i. Construction testing services fees.

OWNER RESPONSIBILITY

1. The Owner must provide the following information to the Engineer/Consultant:
 - A. Access to all potential project sites.
 - B. Utility site maps of potential project sites.

Council member Keith Marvin introduced Ordinance No. 1447 creating Street Improvement District No. 2023-1 paving 5th Street from the Nebraska Central Railroad Tracks to "G" Street. Mayor Jessica Miller read Ordinance No. 1447 by title.

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

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

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1447 on third and final reading creating Street Improvement District No. 2023-1 paving 5th Street from the Nebraska Central Railroad Tracks to "G" Street. 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

ORDINANCE NO. 1447

AN ORDINANCE CREATING STREET IMPROVEMENT DISTRICT 2023-1 FOR PAVING AND GENERALLY IMPROVING THAT CERTAIN PORTION OF 5TH STREET AS DESCRIBED; AUTHORIZING A LEVY OF SPECIAL ASSESSMENTS IN CONJUNCTION WITH SUCH WORK; REPEALING CONFLICTING ORDINANCES AND SECTIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM AND GIVING NOTICE AS APPLICABLE LAW REQUIRES.

WHEREAS, the City of David City (the "City") deems it necessary to improve that certain portion of 5th Street within the City as described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the City desires to fund such improvements in whole or in part by a levy of special assessment against all property specially benefited in accordance with applicable law; and

WHEREAS, Nebraska Revised Statutes section 17-511 authorizes the City to create, by ordinance, a street improvement district to carry out such work and to levy such assessments.

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

Section 1. Approval. The City hereby forms Street Improvement District 2023-1 encompassing the area Exhibit A describes in accordance with this Ordinance and applicable law (the "District").

Section 2. Authorization to Levy Assessments. The City hereby authorizes the levying of special assessments in accordance with applicable law as necessary to fund paving and related street and sidewalk improvements within the District.

Section 3. Publication. After the passage, approval, and publication of this ordinance, City shall publish notice of the creation of Street Improvement District 2023-1 for six days in a legal newspaper in, or of general circulation in, the city if such legal newspaper is a daily newspaper, or for two consecutive weeks if such legal newspaper is a weekly newspaper.

Section 4. Effect of Ordinance. If less than the required number of authorized persons files a protest of the formation of Street Improvement District 2023-1 and the associated levying of special assessments within twenty days after the first publication of the notice described herein, such District shall be deemed formed and the City shall immediately cause such work to be done or such improvement to be made, shall contract for the work or improvement, and shall levy special assessments on the lots and parcels of land abutting on or adjacent to such street or alley specially benefited in such district in proportion to such benefits to pay the cost of such improvement in whole or in part.

Section 5. Conflicts. The City hereby repeals any ordinance or section of any ordinance passed and approved prior to the passage, approval and publication or posting of this ordinance and in conflict with its provisions.

Section 6. Invalidity. If any section, paragraph, clause or provision of this ordinance shall, for any reason, be invalid, such invalidity shall not affect the validity of the remainder hereof.

Section 7. Effect. The City shall publish this Ordinance in pamphlet form and as applicable law requires, and the Ordinance shall be in full force and effect from and after its passage and approval, subject to statutory protest periods, as provided by law.

PASSED AND APPROVED this 28th day of June, 2023.

Mayor Jessica J. Miller

City Clerk Tami L. Comte

EXHIBIT A

Limits of Street Improvement District 2023-1

A PART OF FIFTH STREET RIGHT OF WAY TOGETHER WITH A PART OF "G" STREET RIGHT OF WAY, LOCATED IN THE ORIGINAL TOWN OF DAVID CITY, CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 11 OF SAID ORIGINAL TOWN OF DAVID CITY, THENCE NORTH ON THE EAST LINE OF SAID BLOCK 11, A DISTANCE OF 300 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID BLOCK 11, THENCE CONTINUING NORTH, 100 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF BLOCK 4 OF SAID ORIGINAL TOWN OF DAVID CITY, THENCE EAST, 100 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF BLOCK 3 OF SAID ORIGINAL TOWN OF DAVID CITY, THENCE SOUTH 100 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF BLOCK 12 OF SAID ORIGINAL TOWN OF DAVID CITY, THENCE SOUTH ON THE WEST LINE OF SAID BLOCK 12, A DISTANCE OF 300 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID BLOCK 12, THENCE WEST ON THE NORTH LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, A DISTANCE OF 100 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Council member Keith Marvin made a motion to adopt the Conflict-of-Interest Policy for elected and appointed officials and City staff. Council Member Jim Angell seconded the motion. The motion carried.

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

CITY OF DAVID CITY, NEBRASKA

**CONFLICT OF INTEREST POLICY FOR ELECTED AND APPOINTED OFFICIALS
AND CITY STAFF**

It is in the best interest of the City of David City, its citizens and taxpayers, that the City conduct all official business in a transparent and unbiased manner. Doing so requires the avoidance of conflicts of interest, and of potential or apparent conflicts of interest, among and affecting elected officials, appointed officials and City staff.

For purposes of this policy, a “conflict of interest” arises when an elected official, appointed official or employee of the City of David City (each a “Covered Person”) may benefit financially, directly or indirectly, from , or may have a special relationship to, a decision he or she makes or could make in his or her official capacity, including indirect and nonmonetary benefits to family members or businesses with which the Covered Person is closely associated. For purposes of this policy, “Family Member” includes a spouse or partner, a parent, a child, a grandchild, a sibling, and a grandparent.

When a conflict or potential conflict of interest comes to the attention of a Covered Person, he or she shall disclose it immediately in writing to the Mayor, City Council President, City Administrator and City Attorney. Matters causing conflicts of interest or potential conflicts of interest may include, but are not limited to: transactions or arrangements with the City of David City, transactions or affiliations with other organizations that have transactions or arrangements with the City of David City, transactions or affiliations with organizations with which the Covered Person has business or investment holdings or involvement, and matters involving, directly or indirectly, a Family Member of a Covered Person.

Such Covered Person shall refrain from further involvement in such matter unless he or she receives permission to be involved in writing from the City Attorney, and such writing is copied to the Mayor, City Council President and City Administrator. If a Covered Person recuses herself or himself and does not receive permission to participate further in the matter, the City may delegate the item or duty to another qualified member of City staff or hire a consultant to complete the matter, provided, however, that an elected or appointed official cannot delegate the duties of his or her office, including voting on the matter involving the conflict of interest or potential conflict of interest.

The above-required disclosure shall include the matter or item, the reason for the conflict or potential conflict, and the business or person involved that causes the conflict of interest or potential conflict of interest to arise.

Council member Bruce Meysenburg made a motion to approve the agreement with Aquinas for the Football Field Lighting. 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

PROMISSORY NOTE

\$24,000

July __, 2023

FOR VALUABLE CONSIDERATION, including a loan to the undersigned in the principal amount of this Amended and Restated Promissory Note (the "Note"), the receipt and sufficiency of which is hereby acknowledged, the undersigned, AQUINAS BOOSTER CLUB ("Maker") promises to pay to the order of the CITY OF DAVID CITY, NEBRASKA ("Holder"), the principal sum of \$24,6000 plus interest thereon at the rate of 2.5% per annum, from the date hereof upon the unpaid balance from time to time remaining to be paid as follows:

Annual installments of the unpaid principal balance and accrued and unpaid interest in the amount of \$8,200, unless sooner due as hereinafter provided, being due and payable on September 30 of each year until September 30, 2025, at which time all sums hereunder shall be finally due and payable in full.

Any payments hereunder shall be applied first to the payment of accrued interest, and the balance thereof shall be applied to the payment of the principal of said indebtedness. All payments hereunder shall be paid at 490 E Street, David City, Nebraska 68632, or such other place as the holder hereof may designate.

This Note may be prepaid in whole or in part at any time without penalty. All partial prepayments shall be applied to the installments of principal due hereunder in the inverse order of their maturity and shall not reduce or defer subsequent annual installments hereunder.

If the principal and interest under this Note is not timely paid when the same becomes due, the holder hereof may declare the whole amount of the then unpaid principal sum and accrued interest at once due and payable without notice. This Note shall bear interest after maturity or upon acceleration until paid at the rate equal to the lesser of (i) 7.5% per annum (ii) the maximum rate allowable under Nebraska law.

The original outstanding balance of this Note was \$53,000.00. This Note acknowledges that Maker made principal payments to Holder totaling \$29,000.00 and confirms that the current outstanding principal balance of the Note, as of the date hereof, is \$24,000.00.

This Note is executed in, and shall be construed according to, the law of the state of Nebraska.

MAKER:


AQUINAS BOOSTER CLUB

By: _____

Name: _____

Its: _____

Council member Kevin Woita made a motion to approve the quote of Pilot Rock for fire rings and grates. Council Member Jim Angell seconded the motion. The motion carried.
 Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
 Yea: 6, Nay: 0

RJ Thomas Mfg Co Inc PO Box 946 Cherokee, IA 51012-0946 Tel 712-225-5115 800-762-5002 Fax 712-225-5796 www.pilotrock.com customerservice@rjthomas.com		PRICE QUOTATION  PARK · STREET · CAMP SITE PRODUCTS		Page 1 Customer No NE 265 Quote No 95899 Quote Date 06/20/2023 Slpsn 3360															
Bill To David City, City of 557 N 4th St PO Box 191 David City NE 68632 US	Tami Comte tcomte@davidcityne.com 402-367-3135	Ship To David City, City of 557 N 4th St David City NE 68632 US	Ship Via Partial Load - OTR overtheroad																
<table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Qty Ordered</th> <th style="text-align: left;">UOM</th> <th style="text-align: left;">Item No</th> <th style="text-align: right;">Unit Price</th> <th style="text-align: right;">Extended Price</th> </tr> </thead> <tbody> <tr> <td>21</td> <td>EA</td> <td>FX-30/9/AL</td> <td style="text-align: right;">199.75</td> <td style="text-align: right;">\$4,194.75</td> </tr> <tr> <td colspan="5"> FIRERING FX-30 (NO GRATE) 9" SIDE 3 ANGLE LEG ANCHORS </td> </tr> </tbody> </table>	Qty Ordered	UOM	Item No	Unit Price	Extended Price	21	EA	FX-30/9/AL	199.75	\$4,194.75	FIRERING FX-30 (NO GRATE) 9" SIDE 3 ANGLE LEG ANCHORS								
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21	EA	FX-30/9/AL	199.75	\$4,194.75															
FIRERING FX-30 (NO GRATE) 9" SIDE 3 ANGLE LEG ANCHORS																			

Council member Keith Marvin made a motion to approve the quote of Uline for composite picnic tables and two handicap picnic tables. Council Member Bruce Meysenburg seconded the motion. The motion carried.
 Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
 Yea: 6, Nay: 0



1-888-952-6937
 uline.com
 quotes@uline.com



QUOTATION

QUOTE #: 3-115856
 DATE: 06/19/23
 SALES REP: KENDRA LALLEY
 TERMS: NET 30
 FOB POINT: ORIGIN
 DELIVERY: BEST WAY

TO:

DAVID CITY CITY OF
 490 E ST
 DAVID CITY NE 68632-1637

ATTN: TAMI COMTE
 CUST# 8803963

QUANTITY	U/M	ITEM NUMBER / DESCRIPTION	UNIT PRICE	EXT. PRICE
20	EACH	H-9130 COMPOSITE PICNIC TABLE - 6' SELECT COLOR WHEN ORDERING Lead Time: Brown 1 - 2 Days	860.00	17,200.00
				
1	EACH	H-6575 ADA HEX RECYCLED PLASTIC PICNIC TABLE - 46" SELECT COLOR WHEN ORDERING Lead Time: Ships in 2 Days *Available in Gray, Cedar, Brown, and Green. *Lead time is based on current inventory and is subject to change.	1,200.00	1,200.00
				

Council member Keith Marvin made a motion to pass and adopt Resolution No. 27-2023 approving the Frontier Coop tractor parade for the 150th celebration to cross Highway 15 on "L" Street on Sunday, July 30, 2023 in accordance with LB 589. 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

RESOLUTION NO. 27-2023

WHEREAS, the David City's Sesquicentennial is scheduled for July 28-30, 2023, and

WHEREAS, Frontier Coop/David City 150th Committee has designated 11:00 a.m. to 5:00 p.m. to allow for set-up and clean-up, with the tractor parade beginning at 12:00 p.m., and

WHEREAS, the David City Sesquicentennial Committee has requested that Highway 15, at the intersection of "L" Street and Highway 15, be closed so the tractor parade can cross Highway 15,

WHEREAS, the Mayor and Council acknowledge Revised Statutes Chapter 39-1359, Rights-of way; inviolate for state and Department of Roads purposes; temporary use for special events; conditions; notice; Political Subdivisions Tort Claims Act; applicable, which states:

- (1) The rights-of way acquired by the department shall be held inviolate for state highway and departmental purposes and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of the department or as otherwise provided in subsections (2) and (3) of this section.
- (2) A temporary use of the state highway system, other than a freeway, by a city including full and partial lane closures, shall be allowed for special events, as designated by a city, under the following conditions:
 - (a) The roadway is located within the official corporate limits or zoning jurisdiction of the city;
 - (b) A city making use of the state highway system for a special event shall have the legal duty to protect the highway property from any damage that may occur arising out of the special event and the state shall not have any such duty during the time the city is in control of the property as specified in the notice provided pursuant to subsection (3) of this section, and
 - (c) Any existing statutory or common law duty of the state to protect the public from damage, injury, or death shall become the duty of the city making use of the state highway system for the special event, and the state shall not have such statutory or common law duty during the time the city is in control of the property as specified in the notice provided pursuant to subsection (3) of this section, and
 - (d) The city using the state highway system for a special event shall formally, by official governing body action, acknowledge that it accepts the duties set out in this subsection and, if a claim is made against the state, shall indemnify, defend, and hold harmless the state from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event.
- (3) If a city has met the requirements of subsection (2) of this section for holding a special event and has provided thirty days' advance written notice of the special event to the department, the city may proceed with its temporary use of the state highway system. The notice shall specify the date and time the city will assume control of the state highway property and relinquish control of such state highway property to the state.
- (4) The Political Subdivisions Tort Claims Act shall apply to any claim arising during the time specified in a notice provided by a political subdivision pursuant to subsection (3) of this section.

WHEREAS, the City of David City wishes to support this annual event, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the City Clerk is hereby authorized to forward this resolution to the State of Nebraska Department of Roads for the closing of Highway 15 and "L" Street, from 11:00 a.m. to 5:00 p.m. for the tractor parade to be held on Sunday, July 30, 2023 in David City, Nebraska.

Passed and adopted this 28th day of June, 2023.

Mayor Jessica J. Miller

City Clerk Tami L. Comte



Certificate Number: 14
Member Number: 0310
Policy Number: B0310PC2022-1

CERTIFICATE OF COVERAGE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the coverage document(s) listed below.

NAME & ADDRESS OF MEMBER: City of David City
PO Box 191
490 E St
David City, NE 68632

This is to certify that the coverage document(s) listed below have been issued to the Member named above and are in force at this time. Notwithstanding any requirement, term or condition of any agreement or other document with respect to which this Certificate may be issued or may pertain, the coverage(s) afforded is subject to all the terms, exclusions and conditions of the Coverage Agreement(s).

TYPE OF COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMIT OF COVERAGE
General Liability	10/1/2022	10/1/2023	\$5,000,000/\$5,000,000

CANCELLATION: Should the above described coverage document(s) be cancelled, the League Association of Risk Management will endeavor to mail 30 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the pool.

SPECIAL CONDITIONS/OTHER COVERAGES:

Verification for the City of David City - Member has liability coverage for parade on 7.30.23.

NAME & ADDRESS OF CERTIFICATE HOLDER:
Nebraska Department of Roads
Frank Faughn, Rail and Public Transportation Divis, PO Box 94759
Lincoln, NE 68509

DATE ISSUED: 6/20/2023

A handwritten signature in black ink that reads "Kelly Hammond".

Authorized Representative

Council member Keith Marvin made a motion to accept the proposal of Thiele Geotech for material testing services for the Water Treatment Plant upgrade. Council Member Jim Angell seconded the motion. The motion carried.

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

Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

(This space left intentionally blank)



MEMO

To: City of David City
From: JEO Consulting Group, Inc.
Date: 06.26.2023
Subject: Proposal for Material Testing Services - WTP

JEO has requested a proposal for material testing services from Thiele Geotech, Inc., the geotechnical engineering firm that wrote the geotechnical exploration report during the design phase. Material testing services are necessary to ensure proper earthwork and concrete construction are achieved. Additionally, the geotechnical engineer will be able to evaluate excavated soil conditions and confirm or modify their recommendations from their report, which are based on soil borings, as needed.

JEO has worked with Thiele Geotech before and is comfortable recommending their work. Additionally, the attached proposal is in line with other geotechnical fees for this type of work.

The material testing services scope of work in the proposal was estimated by JEO based on our understanding of the project but will be subject to minor changes based on the needs of construction.

JEO recommends approval of the material testing services proposal from Thiele Geotech for the estimated amount of \$9,203.00.



13478 Chandler Road
Omaha, Nebraska 68138-3716
402.556.2171 Fax 402.556.7831
www.thielegeotech.com

June 23, 2023

Ms. Tami Comte
City of David City
490 E Street
David City, NE 68632

**RE: PROPOSAL FOR MATERIAL TESTING SERVICES
DAVID CITY WTP, 1220 E STREET, DAVID CITY, NE**

Dear Ms. Comte:

Enclosed is our proposal for material testing services on the referenced project. The accompanying proposal describes the testing services that will be provided, the applicable unit rates, and the contract terms.

Please review this proposal and confirm your acceptance at your earliest convenience by returning a signed copy to our office.

Thiele Geotech is an accredited laboratory as required by virtually all governing agencies and specifications. Thiele Geotech participates in the AASHTO re:source program and the Cement and Concrete Reference Laboratory (CCRL) program. Our laboratory accreditation covers numerous test methods for the analysis of soils, aggregates, concrete, masonry and asphalt testing. Thiele Geotech has nationwide approval (validation) by the Department of the Army Corps of Engineers to provide construction materials testing.

We look forward to working with you on this project. If you have any questions, please call.

Respectfully,
Thiele Geotech, Inc.

A handwritten signature in black ink that reads 'Collin R. Steimer'.

Collin R. Steimer, E.I.

Enclosures

R:\PROPOSAL\COLLIN STEIMER\2023 PROPOSALS AND ESTIMATES\DAVID CITY WTP MATERIALS\TESTING PROPOSAL.DOCX

Proposal for Material Testing Services
David City WTP
1220 E Street
David City, Nebraska
June 23, 2023

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the referenced project. The following sections detail services that may be provided. A listing of applicable unit rates is attached in Exhibit A and the contract terms are attached in Exhibit B.

SCOPE OF SERVICES – MATERIALS TESTING

Material testing on this project may consist of the following services:

1. Observation of site stripping and proof-rolling
2. Compaction tests on structural fill and backfill
3. Compaction tests on pavement subgrades
4. Test concrete materials and make cylinders
5. Appurtenant laboratory tests on soil and concrete materials
6. Engineering consultation, reports, and project management

Test procedures, requirements, frequency, and locations will be as set forth in the plans and specifications or as directed by the Architect/Engineer or field representative. Testing will be conducted on an "on-call" basis.

ESTIMATED COST & BILLING

Material testing services will be billed at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services is estimated at \$9,203. This cost estimate is not intended as a not-to-exceed or lump-sum cost. The number of tests performed is highly dependent upon numerous factors beyond our control, including weather conditions, the contractor's schedule and performance, and the amount of discretionary testing requested. Consequently, the actual cost may be higher or lower than the estimated cost. We will bill only for the tests actually performed, and not on any lump sum or minimum cost basis.

EXHIBITS

- Exhibit A - Unit Rate Schedule
- Exhibit B - General Conditions

THIELE GEOTECH, INC.

By:  _____

Joshua J. Kankovsky, P.E.

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

CLIENT: _____

By: _____ Date: _____

Name: _____

Address: _____

City, State: _____

Email: _____

COST ESTIMATE
David City WTP

Description	Estimated Quantity	Unit Rate	Estimated Cost
Grading			
Compaction Test (ea.)	24.0	50.00	1,200.00
Trip Charge - Zone 4 (/trip)	8.0	188.00	1,504.00
Concrete			
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" Cyl)	9.0	110.00	990.00
Compressive Strength of Cylinder (ea.)	36.0	24.00	864.00
Trip Charge - Zone 4 (/trip)	9.0	188.00	1,692.00
Special Inspections			
Special Inspector (/hr.)	1.0	102.00	102.00
Trip Charge - Zone 4 (/trip)	1.0	188.00	188.00
Miscellaneous			
Project Engineer (/hr.)	8.0	164.00	1,312.00
Standard Proctor (ea.)	1.0	215.00	215.00
Atterberg Limits (/set)	1.0	108.00	108.00
Trip Charge - Zone 4 (/trip)	1.0	188.00	188.00
		Subtotal	<u>8,363.00</u>
Contingency			
discretionary tests, retests, and other tests not listed		10%	840.00
		Total	<u><u>9,203.00</u></u>

GENERAL CONDITIONS

1. SCOPE OF WORK: Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.

2. ACCESS TO SITES, PERMITS, AND APPROVALS: The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.

3. UTILITIES: In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.

4. UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, suspend further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.

5. REPORTS AND INVOICES: TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.

6. OWNERSHIP OF DOCUMENTS: All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.

8. CONFIDENTIALITY: TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for: 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.

9. STANDARD OF CARE: Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill

ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

10. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards, and benefits to both the client and to TG, the risks have been allocated such that the client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to \$50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.

11. CONSEQUENTIAL DAMAGES: Neither party, including their respective contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

12. CLAIMS: Client agrees that any claim for damages filed against TG by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against TG or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of TG's services under this agreement.

13. TERMINATION: This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.

14. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.

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

16. ASSIGNMENT: Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.

17. PROVISIONS SEVERABLE: In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

Council member Pat Meysenburg made a motion to accept a quote from Campbell Construction in the amount of \$7,600 for a concrete approach on the west side of the new water/wastewater building. 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

825100

"New City Building"

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE	
NAME			
ADDRESS			
CITY, STATE, ZIP			
David City			
SOLD BY	CASH	CHARGE	
ON ACCT.	MOSE. RETD.	PAID OUT	
QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Concrete Approach on		
2	West Side of Building		
3	20 x 60 Ft		
4			
5	6" Thick Concrete		
6	2 Ft Rebar Cage		
7			
8	* Material, Labor	\$ 7,600	
9	& Clean up		
10			
11	Thanks Jason		
12	367-9517		
13	Jason Campbell		
14			
15			
16			
17			
18			
RECEIVED BY			

Council member Pat Meysenburg made a motion to appoint Charles Dresch as the Wastewater Supervisor. 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 Bruce Meysenburg made a motion to approve an agreement with Veenstra & Kimm for professional services for the south area sewer rehabilitation (slip lining). 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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AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF DAVID CITY, NEBRASKA
SOUTH AREA SEWER REHABILITATION

THIS AGREEMENT, made this ____ day of _____, 2023 by and between the CITY OF DAVID CITY, NEBRASKA, hereinafter referred to as the CITY, and VEENSTRA & KIMM, INC. of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the ENGINEERS,

WITNESSETH, THAT WHEREAS, the City has agreed with the State and Federal regulatory agencies to undertake improvements to the south portion of the sanitary sewer system for the purpose of reducing extraneous flow from infiltration and inflow, and

WHEREAS, the City previously retained a consultant to complete a data collection and inspection of the sanitary sewer system, and

WHEREAS, the City anticipates meeting its obligation to the regulatory agencies through the implementation of a rehabilitation program that involves a combination of localized repairs to the sanitary sewer system and lining of sanitary sewers, and

WHEREAS, the City anticipates receiving the previously collected data and information to allow for the development of detailed plans and specifications for the sanitary sewer rehabilitation, and

WHEREAS, the City included in its 2022 WWAC financing package approximately \$1,000,000 to cover the cost for construction of the sewer rehabilitation and associated non-construction costs, including engineering, and

WHEREAS, the City has determined it appropriate to move forward with the design and construction of the sanitary sewer rehabilitation project referred to as the **South Area Sewer Rehabilitation** or the **Project**, and

WHEREAS, the City desires to retain the services of the Engineers for the design and construction engineering services for the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City retains the Engineers to provide professional engineering services for the Project subject to the following terms and conditions:

1. **PROJECT SCOPE.** It is understood and agreed the scope of the Project shall consist of:
 - a. Review of all existing data and information to develop the recommended scope of the sewer rehabilitation with the scope developed based on an anticipated construction cost of approximately \$925,000.
 - b. Based on the prioritization of improvements identify alternates that would either increase or decrease the base scope of the project to allow the City to complete a prioritized rehabilitation program for the budgetary cost of approximately \$925,000.
2. **DESIGN SERVICES.** The design services for the Project shall include the following:
 - a. Prepare design memorandum setting forth a recommended prioritization of the rehabilitation improvements.
 - b. Prepare preliminary and final plans and specifications for the rehabilitation of the south portion of the sanitary sewer system based on the prioritized recommendations for rehabilitation.
3. **DESIGN SURVEYS.** The streets and sewers will not be topographically surveyed. The design will be shown on aerials.
4. **DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City.
5. **COORDINATION WITH FINANCING REQUIREMENTS.** The Engineer shall complete the design and contract documents in conformity with all requirement associated with any funding used by the City for design and construction of the project.
6. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe in detail the work to be done, and materials to be used. The plans shall show in detail the work to be done, the location and extent of the construction required. Three (3) sets of final plans and specifications for each construction contract shall be submitted to the Owner.
7. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if

necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.

8. **PERMITS AND LICENSES.** The Engineers shall assist the City in obtaining all necessary permits for the construction of the project. Any fees for construction permits shall be paid by the City and said costs shall not be charged against the Engineers fees.
9. **BIDDING SERVICES.** During the bidding phase of the Project the Engineers shall provide the following services:
 - a. Distribute plans and specifications to contractors and vendors at no charge.
 - b. Answer contractor and vendor questions.
 - c. Issue any necessary addendum to the plans and specifications.
 - d. Attend the bid opening, prepare a bid tabulation and make recommendation to the City on award of contract.
 - e. Attend the City Council meeting at which the award of contract will be considered.
 - f. Prepare contract documents, including contracts and bonds and coordinate the signature by contractor and City.
 - g. Distribute executed contract documents.
 - h. Prepare and conduct preconstruction conference.
10. **CONSTRUCTION ADMINISTRATION SERVICES.** During the construction phase of the Project the Engineer shall provide the following construction administration services:
 - a. Coordinate construction with the contractor, including answering inquiries from the contractor, City and general public.
 - b. Review drawings and data of manufacturers.
 - c. Prepare necessary change orders, and coordinate the approval of change orders.
 - d. Determine the monthly quantities of work completed and prepare and process partial payment applications to the City.

11. **RESIDENT REVIEW SERVICES.**
 - a. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications. Resident review services shall include appropriate inspections during construction.
 - b. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to insure proper review of the construction work. On-site review shall take place on a part time basis during the construction work on the Project.
12. **FINAL REVIEW.** The Engineers shall make a final review of the Project after construction is completed to determine that the construction complies with the plans and specifications. The Engineers shall certify the completion of the work to the Owner when construction substantially complies with the plans and specifications.
13. **RESPONSIBILITIES OF THE CITY.** The City shall furnish available information that would assist the Engineers in the development and design of the sewer rehabilitation project.
14. **COMPLETION.** The preliminary and final design for the Project shall be completed as follows:
 - a. Design: October 31, 2023.
15. **COMPENSATION.** The City shall compensate the Engineers for services under this Agreement as set forth in this section.
 - a. The fee for services for design, preparation of the plans and specifications, permit applications and bidding services as set forth in 2. **DESIGN SERVICES** through 12. **FINAL REVIEW** shall be on the basis of the Engineers' standard hourly fees, plus reimbursement of direct out of pocket expenses, with a maximum not to exceed fee of Seventy-nine Thousand Five Hundred Dollars (\$79,500.00).
16. **METHOD OF PAYMENT.** The Engineers shall submit monthly invoices for the actual costs for Project services completed to the end of the invoice period. The monthly invoices of the Engineers shall show the total fees due, the amounts paid to date and the balance of the amount of the contract.

Invoices shall be due and payable upon receipt and shall be paid by the City within thirty (30) days of the date of receipt of an approvable invoice.

17. **NOTICE TO PROCEED.** Approval of this Agreement by the City shall constitute Notice to Proceed.
18. **SERVICES NOT INCLUDED.** Services not included in this Agreement include the following:
 - a. Easement acquisition services.
 - b. Services associated with any arbitration or litigation that may arise in conjunction with the construction of the Project for which the City may be named a party.
 - c. Construction staking.
 - d. Material testing.
19. **TERMINATION OF AGREEMENT.** If, through any cause, the Engineers shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the City shall have the right to terminate this Agreement by specifying the date of termination in a written notice to the Engineers at least ten (10) working days before the termination date. In this event, the Engineers shall be entitled to just and equitable compensation for any satisfactory work completed.
20. **ASSIGNABILITY.** The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.
21. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Nebraska, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**, ***	\$3,000,000/3,000,000

*Occurrence/Aggregate

** The Owner is not to be named as an additional insured

***Claims made basis

22. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.
23. **ERRORS OR DEFICIENCIES.** The Engineers shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Engineers are responsible for any errors or deficiencies. This provision shall not apply to changes in the Project or Project materials which may result from causes or information which the Engineers could not have reasonably ascertained during the Project design, such as hidden or latent defects or conditions in the existing plant.
24. **MODIFICATIONS TO AGREEMENT.** This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization.
25. **LEGAL SERVICES.** The City shall provide the services of an attorney experienced in legal matters pertaining to this type of project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
26. **COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF DAVID CITY, NEBRASKA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By _____
Project Manager

By _____

VEENSTRA & KIMM, INC.
 HOURLY RATES BY EMPLOYEE CLASSIFICATION
 2023

Management I	\$220.00
Management II	210.00
Process Engineer I	235.00
Client Services I.....	221.00
Client Services II.....	135.00
Client Services III.....	107.00
Client Services IV	85.00
Client Services V	80.00
IT I.....	175.00
IT II.....	116.00
IT III.....	75.00
Funding Specialist I.....	121.00
Funding Specialist II.....	105.00
Engineer I-A.....	220.00
Engineer I-B	201.00
Engineer I-C.....	193.00
Engineer I-D.....	186.00
Engineer II-A.....	179.00
Engineer II-B.....	170.00
Engineer III-A.....	160.00
Engineer III-B.....	155.00
Engineer III-C.....	150.00
Engineer IV	143.00
Engineer V	136.00
Engineer VI	128.00
Engineer VII.....	122.00
Engineer VIII.....	117.00
Engineer IX.....	110.00
Engineer X.....	97.00
Engineer XI.....	87.00
Engineer XII.....	80.00
Design Technician I.....	126.00
Design Technician II.....	111.00
Design Technician III.....	99.00
Architect I.....	174.00
Architect II.....	153.00
Architect III	137.00
Planner I.....	142.00
Planner II.....	98.00
Planner III.....	89.00
Drafter IA.....	122.00
Drafter IB.....	114.00
Drafter II	109.00
Drafter III	102.00
Drafter IV.....	95.00

Drafter V.....	85.00
Drafter VI.....	75.00
Drafter VII.....	65.00
Clerical I.....	90.00
Clerical II.....	80.00
Clerical III.....	70.00
Clerical IV.....	61.00
Clerical V.....	52.00
Construction Engineer I.....	205.00
Construction Engineer II.....	127.00
Construction Engineer III.....	115.00
Construction Engineer IV.....	98.00
Surveyor I.....	148.00
Surveyor II.....	129.00
Technician I.....	110.00
Technician II.....	99.00
Technician III.....	91.00
Technician IV.....	86.00
Technician V.....	80.00
Technician VI.....	72.00
Technician VII.....	65.00
Technician VIII.....	55.00
Technician IX.....	46.00
Building Inspector I.....	199.00
Building Inspector I-A.....	140.00
Building Inspector II.....	109.00
Building Inspector III.....	86.00
Accounting I.....	179.00
Accounting II.....	130.00
Accounting III.....	115.00
Accounting IV.....	90.00
Accounting V.....	83.00

REIMBURSABLES AND EQUIPMENT RATES

GPS / Robotics.....	35.00
Tablet.....	45.00
Fluoroscope.....	50.00
4-Wheeler.....	50.00
Drone.....	75.00
Mileage.....	IRS Rate

Mayor Jessica Miller stated that the next item on the agenda was a request from Adam Rerucha at 3811 MN Road for extension of a water line to his property.

It was discussed that Mr. Rerucha would need permission from the property owners between the water line and his property to put in a new line. It was discussed that Mr. Rerucha would need to sign an agreement with the City to pay for the water line extension.

Council member Pat Meysenburg will discuss the items with Mr. Rerucha and have him come up with a plan if he is still interested.

Mayor Jessica Miller stated that the next item on the agenda was discuss/action regarding the condition of the wells.

Water employee Anthony Kobus introduced himself and stated that they had Sergeant Irrigation out to rehab well number ten and there are problems with the motor and there is a hole in the casing. The short-term repair would cost between \$1,500 and \$2,000. They can put a liner in the well but that would reduce the output to about 500 gallons per minute.

Council member Tom Kobus stated that he thought the City should just drill two new wells.

Water employee Anthony Kobus stated that they need to pack the well, so it stops leaking.

It was determined that the water employees should call Ethan Joy with JEO and discuss the process of digging a new well for the City.

Council member Keith Marvin made a motion to approve exploring the possibility of drilling a new well and approve packing well number ten to keep it from leaking. Council Member Bruce Meysenburg seconded the motion. The motion carried.

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

Council member Keith Marvin made a motion to recess the City Council meeting. Council Member Bruce Meysenburg seconded the motion. The motion carried and Mayor Jessica Miller declared the City Council meeting in recess at 7:40 p.m.

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

Mayor Jessica Miller declared the City Council meeting back in session at 7:42 p.m.

Council member Bruce Meysenburg made a motion to enter into closed session to discuss personnel and litigation. Council Member Jim Angell seconded the motion. The motion carried.

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

Mayor Miller stated, "Now, at 7:42 p.m., we are going into closed session to discuss personnel and litigation. Mayor Miller, all of the Council members, and Deputy City Clerk Matchett went into closed session at 7:42 p.m. City Clerk Comte was asked to join closed session at 8:10 p.m.

Council member Bruce Meysenburg made a motion reconvene in open session at 9:09 p.m. Council Member Jim Angell seconded the motion.
Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to adjourn. Council Member Pat Meysenburg seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 9:10 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
June 28, 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 June 28, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Tami Comte, City Clerk