

## **CITY COUNCIL PROCEEDINGS**

**May 19, 2025**

The City Council of the City of David City, Nebraska, met in open public session at 6:00 p.m. in the meeting room of the City Office at 490 “E” Street, David City, Nebraska. Mayor Miller declared this an Emergency Council Meeting so advance notice by publication was not possible. In lieu of publishing, the notice was posted at four locations in David City. The Mayor and members of the City Council acknowledged advanced notice of the meeting by signing the Agenda which is a part of these minutes. The Agenda 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, Rick Holland, Keith Marvin, Jeremy Abel, Jim Angell, City Attorney David Levy, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez and Deputy City Clerk pro-tem Elizabeth Parker.

Also present for the meeting were Account Clerk Rachel Kahnk, Wastewater Supervisor Charles Dresch, and Wastewater/Water Operator Anthony Kobus, and Tim Adams of JEO Engineering, who attended via zoom.

The meeting opened with the Pledge of Allegiance.

Mayor Miller informed the public of the “Open Meetings Act” and asked those present to silence their cell phones.

Mayor Miller stated that the next item on the agenda was to consider authorizing the City, through the Mayor, to terminate the contract with Veenstra and Kimm for Engineering Services for the AGP Trunk Sewer Project and the Wastewater Treatment Plant Improvement Project and consider Resolution No. 11-2025,

Council member Bruce Meysenburg made a motion to accept Resolution 11-2025 a resolution of the Mayor and City Council of the City of David City, Nebraska, authorizing termination of agreement for professional services for wastewater treatment plant and trunk sewer; repealing all resolutions in conflict herewith; and providing an effective date. Council member Kevin Woita seconded the motion. The motion carried.

Keith Marvin: Yea, Kevin Woita: Yea, Jeremy Abel: Yea, Jim Angell: Yea, Bruce Meysenburg: Yea, Rick Holland: Yea  
Yea: 6, Nay: 0

### **RESOLUTION NO. 11-2025**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AUTHORIZING TERMINATION OF AGREEMENT FOR PROFESSIONAL SERVICES FOR WASTEWATER TREATMENT PLANT AND TRUNK SEWER; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on October 12, 2022, the City of David City, Nebraska, a municipal corporation and city of the second class ("City"), authorized the Mayor to execute that certain Agreement for Professional Services, City of David City, Nebraska Wastewater Treatment Plant Improvements (together with all documents incorporated therein and amendments thereto, collectively the "Plant Agreement"), with Veenstra & Kimm, Inc., an Iowa corporation ("Engineers"), an executed copy of which is attached hereto and incorporated herein as **EXHIBIT A**, to make certain improvements to City's municipal wastewater system (the "Plant Improvements"); and

**WHEREAS**, on or about July 13, 2022, City authorized the Mayor to execute that certain Agreement for Professional Services, City of David City, Nebraska, AGP Trunk Sewer (together with all documents incorporated therein and amendments thereto, collectively the "Trunk Sewer Agreement," together with the Plant Agreement collectively as the "Agreements") for the construction of significant improvements to City's existing wastewater and sanitary sewer system, including construction of a new trunk sewer line (the "Trunk Sewer", together with the Plant Improvements, collectively, the "Project"), an executed copy of which is attached hereto and incorporated herein as **EXHIBIT B**; and

**WHEREAS**, the main consideration and purpose of City engaging Engineers and executing the Agreements were to improve City's wastewater treatment plan and related sanitary sewer infrastructure to accommodate the new soybean processing facility Ag Processing, Inc., an Iowa cooperative association is building within City (the "AGP Plant"); and

**WHEREAS**, section 22 of the Plant Agreement and section 24 of the Trunk Sewer Agreement authorizes City to terminate the Agreements "[i]f, through any cause, the Engineers shall fail to fulfill in a timely and proper manner the obligations under this Agreement, 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"; and

**WHEREAS**, on May 14, 2025, City entered into closed session, in accordance with section 84-1410(1)(a) of the Nebraska Open Meetings Act (the "Act"), to discuss the Agreements (the "Closed Session"); and

**WHEREAS**, City did not take any formal action with respect to the Agreements during the Closed Session in accordance with section 84-1410(2) of the Act; and

**WHEREAS**, on May 19, 2025, City held a special meeting of the City Council at which it discussed the Engineers' performance under, and noncompliance with, the Agreements in open session; and

**WHEREAS**, City finds and declares that Engineers failed to fulfil its obligations under the Agreements in a timely and proper manner, including without limitation:

- Engineers' failure to obtain the necessary flood plain permits from the Nebraska Department of Natural Resources and accurate effluent discharge permits from the Nebraska Department of Environment and Energy, both in violation of section 10 of the Plant Agreement;

- Engineers' failure to maintain consistent communication with City and other involved parties, in violation of section 12(a) of the Plant Agreement and section 14(a) of the Trunk Sewer Agreement;

- Engineers' failures and mistakes in obtaining the necessary easements causing Project delays and violating section 10 of the Trunk Sewer Agreement; and

- Engineers' failure to complete the Project in time to service the AGP Plant, which was a primary consideration in City executing the Agreements and undertaking the Project.

**WHEREAS**, City finds that terminating the Agreements is in the best interest of the public health, safety, and welfare of City and its residents.

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

1. The City authorizes the Mayor and City Clerk to execute the Termination and to take such other actions and execute such other documents as reasonably necessary to effectuate the purposes herein.

2. The City repeals any prior resolutions or portions of resolutions in conflict herewith to the extent of the conflict thereof.

3. This resolution takes immediate effect upon approval.

PASSED AND APPROVED this 19th day of May, 2025.

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Mayor Jessica Miller

ATTEST

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City Clerk Tami L. Comte

**EXHIBIT A**

**Copy of Service Contract**

[SEE ATTACHED]

**AGREEMENT FOR PROFESSIONAL SERVICES**

**CITY OF DAVID CITY, NEBRASKA  
WASTEWATER TREATMENT PLANT IMPROVEMENTS**

**THIS AGREEMENT**, made this 12<sup>th</sup> day of October, 2022 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 currently owns and operates a wastewater treatment facility as part of its sanitary sewerage system, and

**WHEREAS**, in an Agreement dated September 8, 2021 the City retained the services of the Engineers to complete an evaluation of the wastewater treatment plant, and

**WHEREAS**, the initial purpose of the wastewater treatment plant evaluation was to assess the physical condition of the existing treatment plant and to identify improvements necessary to meet the City's requirements under its NPDES permit, and

**WHEREAS**, during the course of the evaluation of the wastewater treatment plant AGP notified the City of its intent to construct a new soybean crushing facility located in the City, and

**WHEREAS**, the evaluation of the wastewater treatment plant was modified to take into account the initial and future flow and loadings from AGP, and

**WHEREAS**, in a report dated June 9, 2022 the Engineer set forth its evaluation and recommendations regarding the wastewater treatment plant, and

**WHEREAS**, the evaluation report recommended improvements to the wastewater treatment plant that address the condition of the existing facilities and expansion of the hydraulic and biological capacity of the wastewater treatment plant to accommodate the initial and future loading from AGP and allow the City sufficient capacity other future growth, and

**WHEREAS**, AGP has indicated it intent to open its facility in the spring of 2025, and

**WHEREAS**, to address both the physical deficiencies of the existing wastewater treatment plant and to accommodate the flow and loading from the AGP facility the City will need to construct significant improvements to the wastewater treatment plant with said improvements being referred to as the **Wastewater Treatment Plant Improvements** 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 involving improvements to the wastewater treatment plant shall consist of, but not necessarily be limited to, the following:
  - a. New headworks facility to include screening, grit removal, flow metering and a wastewater pump station to convey the flow to the wastewater treatment plant.
  - b. New force main from the new headworks facility to the splitter box located near the existing SBR facility to allow the City to better utilize the existing lagoon facilities.
  - c. Rehabilitation and equipment replacement of the existing two cell SBR system.
  - d. Two new SBR tanks to be located adjacent to and westerly of the existing SBR system.
  - e. Renovation of the existing blower building to accommodate the replacement of the existing blowers and additional blowers sized for the expanded treatment plant and to relocate the electrical and control equipment to a climate controlled space within the existing blower building.
  - f. Construction of a new storage building near the existing administration and laboratory building to accommodate the storage needs displaced by the modification of the blower building.
  - g. Piping and other modifications to allow the City to utilize lagoon Cell A and lagoon Cell B for wet weather flow holding, emergency bypassing during process upsets and storage for the irrigation utilization.
  - h. Potential repurposing of the existing covered anaerobic cell for irrigation storage without significant cost modifications.
  - i. Evaluation and potential implementation of the relocation of the irrigation suction from lagoon Cell D to repurposed lagoon Cell A or Cell B.
  - j. Control system modifications to accommodate the changes and improvements to the treatment plant.
  - k. Other related improvements, including piping, grading, driveways and surface restoration.

2. **DESIGN SERVICES.** The design services for the Project shall include the following:
  - a. Prepare the preliminary and final plans and specifications for the Wastewater Treatment Plant Improvements.
3. **DESIGN SURVEYS.** The Engineers shall undertake necessary topographic and other surveys for the design of the Project. Design surveys shall include all survey necessary for preparation of plans and specifications.
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. **DESIGN FLOW AND CAPACITY.** During the design of the Project the Engineers shall consult with the City on the determination of the design flow and design capacity for the Wastewater Treatment Plant Improvements.
6. **AGENCY REQUIREMENTS.** The Engineer shall perform all services under the Agreement in accordance with the requirements of any funding program utilized by the City, including but not limited to, the State of Nebraska Clean Water SRF Loan Program. The Engineer shall prepare the contract documents in a manner that includes all of the programmatic requirements necessary based on the funding program for the project.
7. **COORDINATION WITH FINANCING REQUIREMENTS.** The Engineer shall complete the design and contract documents in conformity with all requirements associated with any funding used by the City for design and construction of the project.
8. **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.
9. **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.

10. **PERMITS AND LICENSES.** The Engineers shall assist the City in obtaining all necessary permits and licenses 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.
11. **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.
12. **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. Provide construction staking as necessary for Project.
  - 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.



**13. 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.
- c. Resident review services under this Agreement shall be provided by a resident reviewer trained and experienced in the construction of wastewater treatment facilities.

**14. RECORD DRAWINGS.** At the completion of construction the Engineer shall prepare record drawings showing the as constructed. The City will be provided two full size sets of record drawings, two half size sets of record drawings and an electronic copy of the record drawings in .pdf file format.

**15. 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.

**16. RESPONSIBILITIES OF THE CITY.** The City shall furnish available information that would assist the Engineers in the development and design of the Wastewater Treatment Plant Improvements.

**17. COMPLETION.** The preliminary and final design for the Project shall be completed as follows:

- a. Design: September 1, 2023.

**18. 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 **11. BIDDING SERVICES** 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 Seven Hundred Thousand Dollars (\$700,000.00).

- b. The fee for services for construction administration and construction observation services as set forth in **12. CONSTRUCTION ADMINISTRATION SERVICES** and **15. FINAL REVIEW** shall be on the basis of the Engineers' standard hourly fees, plus reimbursement of direct out of pocket expenses, with a maximum fee for engineering services during construction to be set forth by separate Amendment to Agreement to be approved prior to the start of construction.

- 19. 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.

- 20. NOTICE TO PROCEED.** Approval of this Agreement by the City shall constitute Notice to Proceed.

- 21. SERVICES NOT INCLUDED.** Services not included in this Agreement include the following:

- a. 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.

- 22. 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.

- 23. 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.

24. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, 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

25. **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.
26. **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.
27. **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. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.

28. **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.

29. **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 CITY OF DAVID CITY, NEBRASKA**


**ATTEST:**



By

  
Mayor

By

  
City Clerk

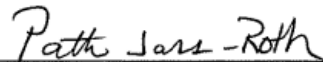
**VEENSTRA & KIMM, INC.**

**ATTEST:**

By

  
Chair, Board of Directors

By



VEENSTRA & KIMM, INC.  
HOURLY RATES BY EMPLOYEE CLASSIFICATION  
2022 - 2023

Management I .....	\$199.00
Management II .....	193.00
Process Engineer I .....	215.00
Client Services I .....	193.00
Client Services II .....	125.00
Client Services III .....	100.00
Client Services IV .....	85.00
Client Services V .....	75.00
IT I .....	165.00
IT II .....	110.00
IT III .....	75.00
Funding Specialist I .....	118.00
Funding Specialist II .....	99.00
Engineer I-A .....	199.00
Engineer I-B .....	189.00
Engineer I-C .....	179.00
Engineer I-D .....	171.00
Engineer II-A .....	163.00
Engineer II-B .....	153.00
Engineer III-A .....	144.00
Engineer III-B .....	137.00
Engineer III-C .....	134.00
Engineer IV .....	129.00
Engineer V .....	121.00
Engineer VI .....	113.00
Engineer VII .....	108.00
Engineer VIII .....	105.00
Engineer IX .....	97.00
Engineer X .....	90.00
Engineer XI .....	82.00
Engineer XII .....	73.00
Design Technician I .....	115.00
Design Technician II .....	103.00
Design Technician III .....	90.00
Architect I .....	165.00
Architect II .....	145.00
Architect III .....	122.00
Planner I .....	126.00
Planner II .....	83.00
Planner III .....	77.00
Drafter IA .....	114.00
Drafter IB .....	107.00
Drafter II .....	100.00
Drafter III .....	95.00
Drafter IV .....	85.00

Drafter V.....	75.00
Drafter VI.....	68.00
Drafter VII.....	61.00
Clerical I.....	85.00
Clerical II.....	76.00
Clerical III.....	65.00
Clerical IV.....	57.00
Clerical V.....	49.00
Construction Engineer I.....	199.00
Construction Engineer II.....	121.00
Construction Engineer III.....	108.00
Construction Engineer IV.....	92.00
Surveyor I.....	138.00
Surveyor II.....	120.00
Technician I.....	101.00
Technician II.....	92.00
Technician III.....	84.00
Technician IV.....	81.00
Technician V.....	76.00
Technician VI.....	70.00
Technician VII.....	58.00
Technician VIII.....	51.00
Technician IX.....	43.00
Building Inspector I.....	190.00
Building Inspector I-A.....	129.00
Building Inspector II.....	101.00
Building Inspector III.....	80.00
Accounting I.....	165.00
Accounting II.....	125.00
Accounting III.....	110.00
Accounting IV.....	85.00
Accounting V.....	75.00

#### REIMBURSABLES AND EQUIPMENT RATES

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

**EXHIBIT B**

**Copy of Trunk Sewer Agreement**

[SEE ATTACHED]

**AGREEMENT FOR PROFESSIONAL SERVICES**

**CITY OF DAVID CITY, NEBRASKA  
AGP TRUNK SEWER**

**THIS AGREEMENT**, made this 13<sup>th</sup> day of July, 2022 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 currently owns and operates a sanitary sewerage system, and

**WHEREAS**, AGP is in the process of designing and constructing a new soy bean crushing facility that will be located in the northwest area of the City, and

**WHEREAS**, the City does not currently have sanitary sewer service available to the AGP site, and

**WHEREAS**, the City has agreed to extend sanitary sewer to serve the AGP site before it is scheduled to open as early as the fall of 2024, and

**WHEREAS**, to provide sanitary sewer service the City will need to extend a trunk sewer from the wastewater treatment plant northerly a distance of approximately 8,500 feet to the AGP site along a natural swale located west of M Road with said trunk sewer referred to as the **AGP Trunk Sewer** 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. A sanitary sewer connecting to the City's wastewater treatment plant and extending north along a natural draw located west of M Road a distance of approximately 8,500 feet to the southerly portion of the AGP site.
  - b. Coordination of the design of the new trunk sewer with AGP's onsite sanitary sewer system.



- c. Coordination with AGP on the location and design parameters for the AGP industrial flow monitoring and sampling station.
- 2. **DESIGN SERVICES.** The design services for the Project shall include the following:
  - a. Prepare the preliminary and final plans and specifications for the AGP Trunk Sewer.
- 3. **DESIGN SURVEYS.** The Engineers shall undertake necessary topographic and other surveys for the design of the Project. Design surveys shall include all survey necessary for preparation of plans and specifications. The surveys include these necessary to prepare acquisition plats for the sanitary sewer easements.
- 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. **DESIGN FLOW AND ALIGNMENT.** During the design of the Project the Engineers shall consult with the City on the determination of the design flow for the AGP Trunk Sewer. The Engineers shall consult with the City on the alignment and route of the trunk sewer.
- 6. **COORDINATION WITH AGP.** The Engineer shall coordinate the design of the new City constructed trunk sewer with the onsite development of the AGP facilities including the determination of the terminus point and location of the City constructed trunk sewer on the AGP site. The Engineer shall coordinate with AGP on the location and design of a flow metering and sampling facility to record all industrial flow from the AGP facility.
- 7. **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.
- 8. **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.
- 9. **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.

10. **EASEMENT DOCUMENTS.** The Engineers shall prepare all necessary easement documents for the Project.
11. **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.
13. **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.
14. **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. Provide construction staking as necessary for Project.
  - 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.
15. **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.
  - c. Resident review services under this Agreement shall be provided by a resident reviewer trained and experienced in the construction of sanitary sewers.
16. **RECORD DRAWINGS.** At the completion of construction the Engineer shall prepare record drawings showing the as constructed. The City will be provided two full size sets of record drawings, two half size sets of record drawings and an electronic copy of the record drawings in .pdf file format.
17. **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.
18. **RESPONSIBILITIES OF THE CITY.** The City shall furnish available information that would assist the Engineers in the development and design of the trunk sewer project.
19. **COMPLETION.** The preliminary and final design for the Project shall be completed as follows:
- a. Design: July 1, 2023.
20. **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 13. **BIDDING SERVICES** 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 Ninety-Five Thousand Eight Hundred Dollars (\$95,800.00).

- b. The fee for services for construction administration and construction observation services as set forth in 14. **CONSTRUCTION ADMINISTRATION SERVICES** and 17. **FINAL REVIEW** shall be on the basis of the Engineers' standard hourly fees, plus reimbursement of direct out of pocket expenses, with a maximum fee for engineering services during construction to be set forth by separate Amendment to Agreement to be approved prior to the start of construction.

- 21. **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.

- 22. **NOTICE TO PROCEED.** Approval of this Agreement by the City shall constitute Notice to Proceed.
- 23. **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.
- 24. **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.
- 25. **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.

27. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, 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

28. **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.
29. **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.
30. **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. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.

31. **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.
32. **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 CITY OF DAVID CITY, NEBRASKA

ATTEST:



By

  
Mayor

By

  
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By

  
Chair, Board of Directors

By



VEENSTRA & KIMM, INC.  
HOURLY RATES BY EMPLOYEE CLASSIFICATION  
(Effective July 2022)

Management I .....	\$199.00
Management II .....	193.00
Process Engineer I .....	215.00
Client Services I .....	193.00
Client Services II .....	125.00
Client Services III .....	100.00
Client Services IV .....	85.00
Client Services V .....	75.00
IT I .....	165.00
IT II .....	110.00
IT III .....	75.00
Funding Specialist I .....	118.00
Funding Specialist II .....	99.00
Engineer I-A .....	199.00
Engineer I-B .....	189.00
Engineer I-C .....	179.00
Engineer I-D .....	171.00
Engineer II-A .....	163.00
Engineer II-B .....	153.00
Engineer III-A .....	144.00
Engineer III-B .....	137.00
Engineer III-C .....	134.00
Engineer IV .....	129.00
Engineer V .....	121.00
Engineer VI .....	113.00
Engineer VII .....	108.00
Engineer VIII .....	105.00
Engineer IX .....	97.00
Engineer X .....	90.00
Engineer XI .....	82.00
Engineer XII .....	73.00
Design Technician I .....	115.00
Design Technician II .....	103.00
Design Technician III .....	90.00
Architect I .....	165.00
Architect II .....	145.00
Architect III .....	122.00
Planner I .....	126.00
Planner II .....	83.00
Planner III .....	77.00
Drafter IA .....	114.00
Drafter IB .....	107.00
Drafter II .....	100.00
Drafter III .....	95.00
Drafter IV .....	85.00



Drafter V .....	75.00
Drafter VI .....	68.00
Drafter VII .....	61.00
Clerical I .....	85.00
Clerical II .....	76.00
Clerical III .....	65.00
Clerical IV .....	57.00
Clerical V .....	49.00
Construction Engineer I .....	199.00
Construction Engineer II .....	121.00
Construction Engineer III .....	108.00
Construction Engineer IV .....	92.00
Surveyor I .....	138.00
Surveyor II .....	120.00
Technician I .....	101.00
Technician II .....	92.00
Technician III .....	84.00
Technician IV .....	81.00
Technician V .....	76.00
Technician VI .....	70.00
Technician VII .....	58.00
Technician VIII .....	51.00
Technician IX .....	43.00
Building Inspector I .....	190.00
Building Inspector I-A .....	129.00
Building Inspector II .....	101.00
Building Inspector III .....	80.00
Accounting I .....	165.00
Accounting II .....	125.00
Accounting III .....	110.00
Accounting IV .....	85.00
Accounting V .....	75.00

#### REIMBURSABLES AND EQUIPMENT RATES

Robotics .....	35.00
GPS .....	35.00
Leica Total Station .....	25.00
Total Station Robotics .....	20.00
Tablet .....	45.00
Fluoroscope .....	50.00
4-Wheeler .....	50.00
Drone .....	75.00
Mileage .....	IRS Rate

The next agenda item was to consider authorizing the city, through the Mayor, to engage JEO to provide engineering for the AGP Trunk Sewer Project and the Wastewater Treatment Plant Improvement Project.

Council member Bruce Meysenburg made a motion to approve the City, through the Mayor, to engage JEO to provide engineering for the AGP Trunk Sewer Project and the Wastewater Treatment Plant Improvement Project. Council member Keith Marvin seconded the motion. The motion carried.

Bruce Meysenburg: Yea, Keith Marvin: Yea, Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to adjourn. Council Member Kevin Woita seconded the motion. The motion carried and Mayor Miller declared the meeting adjourned at 6:19 p.m.

Rick Holland: Yea, Jim Angell: Yea, Jeremy Abel: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0,



CERTIFICATION OF MINUTES  
May 19, 2025

I, Elizabeth Parker, duly qualified and acting Deputy City Clerk pro-tem for the City of David City, Nebraska, do hereby certify with regard to all proceedings of May 19, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

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Elizabeth Parker, Deputy City Clerk pro tem