

CITY COUNCIL PROCEEDINGS
May 28, 2025

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 posting in four public places (City Office, US Post Office, Butler County Courthouse and Hruska Public Library). 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 Jim Angell and Jeremy Abel, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, and City Clerk-Treasurer Tami Comte. Council members Rick Holland, Keith Marvin and Kevin Woita were absent. City Attorney Michael Sands attended via Zoom.

Also present for the meeting were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Ethan Joy with JEO, Ruth Thoendel and Marlene Hein.

The meeting opened with the Pledge of Allegiance.

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

Council member Jim Angell made a motion to approve the minutes of the May 14 and May 19, 2025 City Council meetings as presented. Council Member Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Absent
Yea: 4, Nay: 0, Absent: 3

Council member Bruce Meysenburg made a motion to table Pay Application No. 6 (Final) for Rutjens Construction in the amount of \$59,687.65 for the 2023 Water Main Improvements North Loop. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Absent
Yea: 4, Nay: 0, Absent: 3

Council member Bruce Meysenburg made a motion to table Pay Application No. 4 (Final) for Vrba Construction in the amount of \$22,830.01 for the 2023 Campground Sanitary Sewer Extension. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Absent
Yea: 4, Nay: 0, Absent: 3

Council member Bruce Meysenburg made a motion to approve an engineering agreement with JEO to assist with wastewater projects. Council Member Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Absent
Yea: 4, Nay: 0, Absent: 3



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date signed by the Owner between City of David City, Nebraska ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

David City WWTF and Trunk Sewer Construction Services ("Project").

JEO Project Number: 251034.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

Project Management*	\$ 45,000	Hourly
Expedited WWTF Peer Review Phase	\$ 95,000	Lump Sum
Construction Administration*	\$ 200,000	Hourly
Construction Observation*	\$ 350,000	Hourly
Post Construction*	\$ 50,000	Hourly
Total Estimated Fee*:	\$ 740,000	

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* Engineer's estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement. Owner shall notify Engineer if they wish for the Engineer to reduce or stop providing hourly services. Engineer shall be paid for all services rendered up to being notified.

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits


Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of David City, Nebraska

DocuSigned by:

82808C3EAD57494

By: Jessica Miller

Title: Mayor


Date Signed: 5/30/2025

Address for giving notices:

490 E. Street, P.O. Box 191

David City, NE 68632

Engineer: JEO Consulting Group, Inc.

DocuSigned by:

0659CAEF585D4C4

By: Ethan E. Joy, PE

Title: Branch Manager / Principal Engineer

Date Signed: 5/29/2025

Address for giving notices:

JEO Consulting Group, Inc.

1937 N Chestnut Street

Wahoo, NE 68066

Exhibit A

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

PROJECT DESCRIPTION:

The City of David City, Nebraska (Owner) owns and operates a wastewater collection system and treatment facility that serves the businesses/residents of the community. It is understood that the Owner has contracted two separate improvement projects to the wastewater system designed by another consultant:

- David City WWTP Facility Improvements
- AGP Trunk Sewer Improvements

The Owner has terminated the contract for engineering services with the other consultant and wishes to engage JEO to provide project management, peer review, construction administration, construction staking, resident project representation (RPR), post construction, and other services as requested by the Owner.

The work to be performed by the Engineer shall include the review of existing studies, contract documents, technical specifications, and drawings detailing the work related to the two projects identified above. The Engineer will provide a peer review of the existing design documents.

The Engineer (JEO) is not the engineer of record of the referenced projects. JEO will utilize the existing contract documents and work within the existing specifications and contractual schedules to oversee the construction contract(s). It is understood that time is of the essence to complete the project(s), but existing contractual schedules ultimately govern the project(s). JEO will work with the Contractor(s) to identify means to accelerate schedules, if possible.

ANTICIPATED SCOPE OF SERVICES

PROJECT MANAGEMENT (HOURLY):

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - 1. Coordination of project disciplines including facilitating communication and transfer of documents between disciplines.
 - 2. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - 3. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
 - 4. Review billed hours by the design team and prepare monthly invoice statements for the Owner.
 - 5. Work with project disciplines to identify potential risks and how to mitigate those risks.
- B. Provide monthly project reports to the Owner. Content to include current construction status, estimated construction completion dates, key inspection results, and other information relevant to the project.

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

EXPEDITED PEER REVIEW PHASE (LUMP SUM):

- A. Owner shall provide Engineer all available project documents for the referenced project(s). This includes signed/issued drawings, specifications, contracts, addenda, change orders, pay applications, design memos, studies, permit applications, issued permits, etc.
- B. Attend and facilitate a Project Initiation/Kickoff meeting with Owner/Owner's representatives to review the project scope, schedule, and project requirements. Engineer to facilitate discussion with Owner's staff to understand known project concerns and Owner's recommendations for improvements or changes to the project(s). **(1 Meeting)**
- C. Engineer shall review and comment on the design project documents regarding the following items:
 - 1. Code compliance
 - 2. Regulatory compliance
 - 3. Permit status and compliance
 - 4. Constructability
 - 5. Specified material suitability
 - 6. Operation and Maintenance (O&M)
 - 7. Construction Document Review
 - 8. Schedule Analysis
- D. Engineer shall utilize professional engineers, all licensed in Nebraska, in the following disciplines in the review of the project documents:
 - 1. Civil/Site
 - 2. Process
 - 3. Structural
 - 4. Electrical
 - 5. Architectural
 - 6. Mechanical
- E. Prepare a draft summary memo that includes the results of the peer review. Memo shall include evaluation of each project component and recommendations for improvement/changes, if necessary.
- F. Conduct an internal 90% QA/QC of the summary memo and incorporate necessary revisions.
- G. Prepare a final draft memo incorporating QA/QC comments.
- H. Attend and facilitate review meeting with Owner to review the results of the peer review and obtain feedback. **(1 Meeting)**
- I. Prepare final memo incorporating Owner's comments and deliver to Owner and attend a Council meeting or Council workshop meeting. **(1 Meeting)**

CONSTRUCTION ADMINISTRATION PHASE (HOURLY):

- A. Schedule and conduct a construction kickoff meeting with Owner, Engineer, and Contractor(s). The format will generally follow a typical pre-construction meeting. **(1 Meeting)**
- B. Provide interpretation of the plans and specifications, when necessary.
- C. Review additional shop drawings and related data supplied by the Contractor. For shop drawings already approved by the prior consultant, Engineer shall review and verify status

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- of materials and equipment with the Contractor(s).
- D. Provide horizontal and vertical control and survey staking based upon available survey control provided in the project contract documents.
 - E. Review soil, concrete, and other material testing results, as needed. Material testing costs to be paid for by Owner.
 - F. Review Contractor's applications for payment and provide to Owner for review and approval.
 - G. Review change order requests, if necessary, and provide to Owner for review and approval.
 - H. Consult with and advise Owner during construction.
 - I. Schedule and conduct monthly construction progress meetings throughout the duration of the project(s).
 - J. Schedule and conduct key inspections, startup, pre-pour, and other meetings as necessary.
 - K. Coordinate and review permitting inspections as necessary for the project(s) such as SWPPP, building permit, electrical, fire marshal, floodplain, etc.
 - L. Develop a startup and commissioning plan for the project(s), if not required of Contractor(s).
 - a. Develop specific startup processes for each major piece of equipment and summarize into a checklist for each major startup plan.
 - b. Develop a list of personnel associated with the project (manufacturers, Owner staff, Contractor staff, Engineer staff, etc.) necessary to be involved with each specific startup.
 - c. Develop the procedures to be performed during the startup of equipment. Procedures shall include step by step instructions that may include specific valve or gate locations, control modes, operational settings, etc.
 - d. The Contractor will be required to coordinate the procedures with manufacturer's representatives prior to them arriving on-site.
 - e. Identify operational scenarios that should be verified during the startup procedure.
 - f. Identify the alarm or failure testing that shall be performed and verified during the startup.
 - g. Contractor shall be responsible for physically performing all preparation, tests, scenarios, and check lists of installations, as well as providing all materials required to facilitate startup activities.
 - M. Conduct a final inspection of project with the Contractor(s) and Owner.
 - N. Compile record drawings and submit to NDEE along with notice of completion.
 - O. Recommend to the Owner the acceptance of the project and complete the necessary certificates.

CONSTRUCTION OBSERVATION PHASE (HOURLY):

- A. JEO will furnish a Resident Project Representative [RPR] to observe construction progress and quality of the work.
- B. The duties and responsibilities of the RPR are described as follows:
 - 1. Review of Contractor(s) work for general compliance with the plans and specifications.
 - 2. Complete construction observation reports when on site.
 - 3. Coordinate pay quantities with Contractor(s) and Engineer.
 - 4. Review of materials delivered to the site for specification compliance.
 - 5. Assist the Engineer in providing interpretation of the plans and specifications to the

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

Contractor(s).

6. Direct Contractor(s) to maintain stormwater best management practices [BMPs] as designed and confirm Contractor's erosion control measures are appropriate for site conditions.
7. Review and coordinate materials testing by assigned testing firm, if applicable.
8. Compile records for use in preparing record drawings.

POST CONSTRUCTION PHASE (HOURLY):

- A. Attend meeting with the Owner to conduct a final inspection of project(s) with the Contractor(s) and Owner's Representative(s). **(1 Meeting)**
- B. Prepare a final punch-list of outstanding items needing completion prior to finalization of the project based on field observations and review by resident Project Representative, Owner, and Contractor(s).
- C. Conduct an arc-flash potential evaluation of the installed equipment and prepare appropriate risk labels for all major equipment and panels, if not included in Contractor's responsibilities.
- D. Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation(s) will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the contractor(s) have completed their contracts in substantial compliance with the plans, specifications, and contract documents.
- E. Conduct 6 and 11 month warranty reviews following construction as requested.
- F. Compile an operations and maintenance (O&M) manual to fully describe the operation of the facility(s).
- G. Compile and prepare an operation and maintenance manual (O&M) of materials supplied by each manufacturer and/or vendor.
- H. Obtain as-built location and elevation data from Contractor and incorporate into record drawings. Engineer to supplement survey data as needed.
- I. Incorporate layout and configuration changes of building, structures, and site piping to reflect as-built conditions.
- J. Provide record drawings reflecting improvements as constructed. Furnish to the Owner three (3) paper copies and one digital copy of the as-built record drawings.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Project Kickoff Meeting
- B. Peer Review Meeting
- C. Peer Review Council Meeting or Workshop
- D. Construction Progress Meetings
- E. Council meeting attendance as-needed to provide project updates
- F. Final Inspection

ESTIMATED TIME FRAME:

- A. Expedited Peer Review Phase – 45 days from effective date of agreement.
- B. Construction Phase – Estimated to be 365 days.
- C. Post Construction Phase – 120 days following final completion of the project(s)

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

ADDITIONAL SERVICES [NOT INCLUDED, BUT CAN BE INCLUDED UPON REQUEST]:

- A. Preparation of Preliminary Engineering Report(s).
- B. Design services requiring new drawings, specifications, or other project related documents.
- C. Davis-Bacon Wage Rate administration review services.
- D. Geotechnical investigation, report, and testing services.
- E. Zoning regulations review or modifications necessary for the project(s).
- F. Land acquisition services.
- G. Preparation of wetland delineations, environmental assessments, environmental impact studies or similar studies.
- H. Payment of regulatory review and permitting fees.
- I. Materials testing services including concrete and soil testing.
- J. Installation, administration, or maintenance of best management practices corresponding to the SWPPP.
- K. Expert witness or other legal services.
- L. Preparation of grant or loan applications in connection with the project(s).
- M. Any other item not outlined in the scope of services.

JEO CONSULTING GROUP INC [] JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

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

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

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

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

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

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

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

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

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

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

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

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

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

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

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC. □ JEO ARCHITECTURE INC.

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

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

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

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

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

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

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

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

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

Council member Bruce Meysenburg made a motion to approve Change Order No. 10 for IES Commercial, Inc. in the amount of \$7,381.14 for the '2023 AGP Substation' project. Council Member Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Absent
Yea: 4, Nay: 0, Absent: 3

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CHANGE ORDER NO.: 10

Owner: City of David City, Nebraska
Engineer: JEO Consulting Group, Inc.
Contractor: IES Commercial, Inc.
Project: 2023 AGP Substaion
Contract Name: 2023 AGP Substaion
Date Issued: 5/23/2025
Owner's Project No.:
Engineer's Project No.: 220993.00
Contractor's Project No.: 5550-42002
Effective Date of Change Order: 5/23/2025

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

Description:

1. Base plate and concrete foundation modifications to accommodate circuit switch base plate.

Attachments:

1. 'IES Change Order 09 - Circuit Switcher Anchor Bolt Modifications' letter dated March 12, 2025.

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 2,416,450.00		Substantial Completion:	May 15, 2025
		Ready for final payment:	July 1, 2025
Net change from previously approved Change Orders No. 1 to No. 9:		Net change from previously approved Change Orders 1 to No. 9:	
\$ 349,772.86		Prelim. Substantial Completion:	January 31, 2025
		Final Substantial Completion:	April 25, 2025
		Ready for final payment:	May 28, 2025
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 2,766,222.86		Prelim. Substantial Completion:	January 31, 2025
		Final Substantial Completion:	April 25, 2025
		Ready for final payment:	May 28, 2025
Net change for this Change Order:		Net change for this Change Order:	
\$ 7,381.14		Prelim. Substantial Completion:	
		Final Substantial Completion:	
		Ready for final payment:	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 2,773,604.00		Prelim. Substantial Completion:	
		Final Substantial Completion:	
		Ready for final payment:	

Recommended by Engineer (if required)

By: Walt F. Luter

Title: Electrical Senior Project Manager

Date: May 27, 2025

Accepted by Contractor

By: Jim Angell

Title: Vice President

Date: 5/27/2025

DocuSigned by:
James D. Miller
82806C3EAD57404
Mayor

Authorized by Owner

5/30/2025

Approved by Funding Agency (if applicable)

Change Order Estimate - Lump Sum Work				
JEO Project Name:	2023 AGP Substaion	JEO Project Number:	220993.00	
Owner:	City of David City, Nebraska	Change Order Number:	10	
Contractor:	IES Commercial, Inc.	Effective Date:	May 23, 2025	
Item		Change Order Information		
Specification Section No.	Description	Scheduled Value		
	Base plate and concrete foundation modifications to accommodate circuit switch base plate.	\$7,381.14		
Total:		\$7,381.14		



IES Commercial, Inc.
120 S. Lincoln St.
P.O. Box 27
Holdrege, NE 68949
T: 308 995 4462
F: 308 995 8771
www.ies-co.com

Date: May 12th, 2025

Matt Kalin
JEO Consulting Group
402-360-0217
mkalin@jeo.com

Reference: David City AGP Substation

SUBJECT: IES Change Order 09 – Circuit Switcher Anchor Bolt Modifications

Matt:

Please see below for costs associated with Circuit Switcher anchor bolt placement not being designed correctly for the circuit switcher stand base plates. IES had new base plates fabricated and sourced anchor bolts/nuts/epoxy in short turnaround time frame to meet outage schedule. Field modifications were completed to make new design work with added baseplates, field welding and drill and epoxy new anchor rods to coincide with the existing anchor bolts.

	QTY	Unit	Total
Labor	1	LS	\$ 4,260.00
Material	1	LS	\$ 3,121.14
	Total		\$ 7,381.14

Total Change Order Amount \$7,381.14

A time extension will not be required, but an extension of time may be required based on the number of cumulative change orders.

Unless otherwise noted this change order quotation is for the work described within the change order request and does not include impacts to the unchanged work. We reserve the right to seek additional compensation for extended overhead, stacking of trades, impacts to other trades, dilution of supervision, productivity impacts, overtime and overtime impacts, mobilization and demobilization, unforeseen re-work, and/or other costs expended that could not be foreseen and are not described within the body of this change order quotation.

Offered BY

APPROVED

BY: IES _____

BY: _____

Alex Troester _____

Printed name of approving individual _____

Project Manager _____
Title _____

(SIGNATURE) _____

(DATE) _____

Council member Jim Angell made a motion to approve Pay Application No. 13 for IES Commercial, Inc. in the amount of \$18,490.22 for the '2023 AGP Substation' project. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Absent

Yea: 4, Nay: 0, Absent: 3

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Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	220993.00
Contractor:	IES Commerical, Inc.	Contractor's Project No.:	555042002
Project:	2023 AGP Substation		
Contract:	2023 AGP Substation		
Application No.:	13	Application Date:	5/19/2025
Application Period:	From 5/1/2025 to 5/31/2025		

1. Original Contract Price	\$	2,416,450.00
2. Net change by Change Orders	\$	357,154.00
3. Current Contract Price (Line 1 + Line 2)	\$	2,773,604.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	2,773,604.00
5. Retainage		
a. 5% X \$ 2,773,604.00 Work Completed =	\$	138,680.20
b. 5% X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	138,680.20
6. Amount eligible to date (Line 4 - Line 5.c)	\$	2,634,923.80
7. Less previous payments (Line 6 from prior application)	\$	2,616,433.58
8. Amount due this application	\$	18,490.22
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	138,680.20

Contractor's Certification

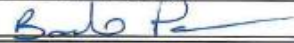
The undersigned Contractor certifies, to the best of its knowledge, the following:


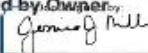
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: IES Commerical, Inc.

Signature:  **Date:** 5/19/2025

Recommended by Engineer	Approved by Owner
By: 	By: 
Title: Electrical Senior Project Manager	Title: Mayor
Date: May 23, 2025	Date: 5/30/2025
Approved by Funding Agency	
By:	By:
Title:	Title:
Date:	Date:

Progress Estimate - Unit Price Work												
Contractor's Application for Payment												
Owner's Project No.: 10146 L10												
Engineer's Project No.: 5004-0002												
Contractor's Project No.:												

Council member Bruce Meysenburg made a motion to approve hiring Jerry's Junk Removal from Aurora, NE, for nuisance abatement. Council Member Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Absent
Yea: 4, Nay: 0, Absent: 3

Council member Jim Angell made a motion to approve the Agreement for Municipal Airport Use with Frontier Cooperative. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Absent
Yea: 4, Nay: 0, Absent: 3

AGREEMENT FOR MUNICIPAL AIRPORT USE

This Agreement for Municipal Airport Use, hereinafter referenced as "Agreement", is made and entered into between the CITY OF DAVID CITY, NEBRASKA, a Nebraska Municipal Corporation, hereinafter referenced as "DAVID CITY" and the FRONTIER COOPERATIVE, A Nebraska Cooperative Association, hereinafter referenced as "COOP".

WHEREAS, DAVID CITY owns, maintains and operates the David City Municipal Airport; and,

WHEREAS, COOP desires to utilize the David City Municipal Airport for the 2025 crop dusting season to conduct a spraying operation, including tying down (parking) COOP-owned airplanes and flying in and out of the David City Municipal Airport as needed; and

WHEREAS, the purpose of this Agreement is to establish responsibilities, authorities, and constraints mutually agreeable to the parties hereto including, but not necessarily limited to the following:

- (A) Establish COOP to be responsible for any damage to the airport in the tie down area where they will set up their temporary spraying operation;
- (B) Establish COOP to be responsible for the damages and any clean-up associated with any chemical spills occurring as a result of COOP's temporary spraying operation;
- (C) Provide terms of fee setting and collection of fee;

(D) Provide limitations for the said temporary spraying operation; and

(E) Provide for other factors important to the parties hereto.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS STATED HEREIN, which the parties agree to be valuable consideration, the parties agree as follows, to-wit:

I

DURATION

This Agreement shall commence on the date of execution of this Agreement and shall end on August 31, 2025.

II

FEE

COOP will pay a total usage fee of ONE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$1,500.00) for the term of this Agreement. The total usage fee shall be paid by COOP to DAVID CITY in lump sum upon execution of this Agreement.

III

TYPE OF USE

COOP agrees that the David City Municipal Airport will be used for a temporary spraying operation throughout the 2025 crop dusting season.

IV

LAWS AND ORDINANCES

COOP agrees to execute and fulfill all State, County, Federal, and/or City Ordinances or acts applicable to the David City Municipal Airport for the purposes for which the David City Municipal Airport is being used, AND all requirements of any Federal, State, County or City Board of Health, sanitary and Sheriff's Department for the correction, prevention and abatement of nuisances in, upon and/or connected with COOP's use of said airport.

V

INDEMNIFICATION

COOP shall defend, indemnify, and hold DAVID CITY and its agents, officers, and employees harmless from and against any and all claims, suits, demands, actions, liabilities,

losses, damages, judgments, or fines arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, court costs, investigator fees, and expert fees) of any nature whatsoever arising out of COOP's activities on the David City Municipal Airport grounds or in its use or occupancy of the David City Municipal Airport regardless of where the injury, death, or damage may occur, except to the extent that such injury, death, or damage is caused by the willful misconduct of DAVID CITY. DAVID CITY shall give COOP reasonable notice of, and an opportunity to defend against, any such claims or actions. Notwithstanding the above indemnification, COOP shall give DAVID CITY reasonable notice of any matter covered herein and shall forward to DAVID CITY a copy of every demand, notice, summons, or other process received in any claim or legal proceeding covered hereby.

VI

RESPONSIBILITY FOR CHEMICAL SPILLS

In addition to the indemnification provided for in Paragraph V above, COOP hereby accepts full responsibility for any and all cleanup as a result of any hazardous and non-hazardous chemicals spilled in connection with COOP's use of the David City Municipal Airport. COOP agrees to provide emergency response, cleanup and disposal services of hazardous material and/or non-hazardous material spilled in connection with COOP's use of the David City Municipal Airport. COOP shall abide by all applicable Federal, State, County and/or City Ordinances or acts in the response, cleanup and disposal of hazardous and/or non-hazardous material spilled in connect with COOP's use of the David City Municipal Airport.

VII

COMMUNICATIONS WITH OTHER USERS

COOP agrees to utilize radio controls at all times and communicate with other users of the David City Municipal Airport, including, but not necessarily limited to, Roth Aerial and Storm Aeronautics, throughout the duration of this Agreement.

VIII

INSURANCE

COOP shall at all times carry the necessary insurance coverage to protect DAVID CITY or its assigns, from any claims for damages that might arise during COOP's use of the David City Municipal Airport in the following particulars, to-wit:

- (A) To protect DAVID CITY, its agents, officers and employees against liability or loss expense of whatever kind arising in any way out of, in connection with, or resulting from COOP's activities on or use of the David City Municipal Airport, COOP shall procure and maintain, at its sole expense and during the full term of the Agreement, insurance as hereinafter enumerated.
- (B) COOP shall submit to DAVID CITY at the time COOP executes this Agreement, a Certificate of Insurance, in form satisfactory to DAVID CITY, evidencing that satisfactory coverage of the type and limits set forth herein are in effect. Policies providing such coverage shall contain provisions that no cancellation or material changes in the policies shall become effective except on 30 days advance written notice thereof to DAVID CITY.
- (C) All insurance coverage shall be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an AM Best's rating of no less than A: VII, unless specific approval has otherwise been granted by DAVID CITY.

IX

AMENDMENTS TO AGREEMENT

Amendments to the original Agreement may be made and modifications made upon mutual agreement and consent by the parties hereto.

X

BINDING EFFECT

This Agreement shall be binding upon the heirs, successors, assigns, and personal representatives of the parties hereto.

XI

EFFECTIVE DATE

This Agreement shall become effective upon execution by all parties.

XII

TERMINATION

Upon termination of this Agreement, improvements of any permanent nature, such as buildings, shrubbery, trees, etcetera, shall remain upon said David City Municipal Airport and become the property of DAVID CITY.

IN WITNESS WHEREOF, DAVID CITY and COOP have hereunto set their hands the date and year hereinafter written by each.

DAVID CITY:

By: Jessica Miller
JESSICA MILLER,
Mayor

By: Tami Comte
TAMI COMTE,
City Clerk
(Seal)



COOP:

By: [Signature]
Frontier Cooperative
Regional Manager

City Council Proceedings

May 28, 2025

Page #21

State of Nebraska)
) ss.
County of Butler)

The foregoing instrument was acknowledged before me on May 28, 2025 by JESSICA MILLER, Mayor, and TAMI COMTE, City Clerk, of the City of David City Nebraska, a Nebraska Municipal Corporation, on behalf of DAVID CITY.

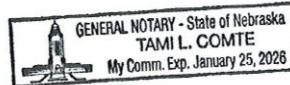


Lori M. Matchett
Notary Public

State of Nebraska)
) ss.
County of Butler)

The foregoing instrument was acknowledged before me on May 29, 2025 by Seth Delwispelare, as Regional Manager of Frontier Coop, a Nebraska Cooperative Association, on behalf of the COOP.

Tami L. Comte
Notary Public



Council member Bruce Meysenburg made a motion to adjourn. Council Member Jeremy Abel seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 7:26 p.m.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Absent
Yea: 4, Nay: 0, Absent: 3



CERTIFICATION OF MINUTES
May 28, 2025

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 May 28, 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.

Tami Comte, City Clerk