

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF MEETING
OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF DAVID CITY, NEBRASKA**

The undersigned members of the governing body of the City of David City, Nebraska, hereby acknowledge receipt of advance notice of a regular meeting of said body and the agenda for such meeting to be held at 7:00 o'clock p.m. on the **25th day of March**, in the **meeting room of the City Office, 490 "E" Street, David City, Nebraska**. The Mayor and City Council reserve the right to enter into a closed session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be stated on the agenda.

This agenda for public inspection is available on our website at www.davidcityne.com and may be modified up to twenty-four hours prior to the opening of the meeting.

Dated this .

AGENDA AS FOLLOWS:

1. Roll Call;
2. Pledge of Allegiance;
3. Inform the Public about the location of the Open Meetings Act and the Citizens Participation Rules;
4. Minutes of the March 11, 2026, meeting of the Mayor and City Council;
5. Discuss/Consider Trevin Jahde's Eagle Scout Project of fixing the shed at the David City Ball Fields;*
6. Discuss/Consider Interlocal Agreement # 2 for Cooperative Public Safety Software, Hardware, and Related Services by and among the Counties of Butler, Saline, Seward, York, and Fillmore, and the Cities of Milford, York, Seward, Crete, and David City;*
7. Discuss/Consider Ordinance No. 1529 Amending Chapter 1, Article 5, Police Dogs;*
8. Discuss/Consider Resolution No. 3-2026 adopting a policy to charge customers processing fees on payments;*
9. Consider Pay Application No. 31 (Final) for Velocity Contractors, Inc. in the amount of \$50,000.00 for the Water Treatment Plant Upgrades;*
10. Consider the agreement with JEO Consulting Group, Inc. for the David City Electrical Distribution Improvements;*
11. Discuss/Consider the Bid Summary, Notice of Award, and Notice to Proceed for the David City Ballfield Restroom Project;*
12. Re-appointment of Jim Vandenberg and Greg Aschoff to the Planning Commission for 3-year term starting 4-2026 to 4-2029;*
13. Re-appointment of the David City Tree Board to a two-year term, Community Forester Chris Kroesing, Pat Hoeft and Council Member Kevin Woita, and appointment for two vacant positions;*
14. Consideration of appointing an Interim Deputy City Clerk;*
15. Update on RCRP Grant (Rural Community Recovery Program);

16. Consider closed session for personnel, contracts, or pending litigation (as necessary);*
17. Adjourn;

Mayor Jessica J. Miller

Council President Bruce L. Meysenburg

Council Member Jeremy W. Abel

Council Member James L. Angell

Council Member Rick L. Holland

Council Member Kevin E. Woita

Council Member Keith A. Marvin

City Clerk – Treasurer Lori M. Matchett

CITY COUNCIL PROCEEDINGS

March 11, 2026

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, 490 E Street, David City, Nebraska. The Public had been advised of the meeting by posting in four places (City Office, U.S. 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, Rick Holland, Jeremy Abel, Keith Marvin, Kevin Woita, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, and City Clerk Lori Matchett. City Attorney Michael Sands attended via Zoom.

Also present for the meeting were: Police Chief Marla Schnell, Account Clerk Elizabeth Parker, Andrew Wilshusen of JEO Consulting Group, Doug Rix, and Marlene Hein. Ethan Joy of JEO Consulting Group attended via Zoom.

The meeting opened with the Pledge of Allegiance.

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

Council Member Jim Angell made a motion to approve the minutes of the February 25, 2026, meeting of the Mayor and City Council as presented. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

Mayor Jessica Miller informed the Council that the city will be revisiting the Clothing Allowance Resolution.

Council Member Rick Holland made a motion to approve the claims as presented. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea Yea: 6, Nay: 0

Council President Bruce Meysenburg updated the Council on the Butler County Development Board and potential businesses that could be brought to town. Council Member Keith Marvin brought up the daycare and childcare surveys, as well as the need for a retail analysis to identify gaps and support local businesses.

Steager Lawn Service L.L.C
 3711 N Rd
 David City NE 68632

Invoice

Date	Invoice #
1/29/2026	23711

Bill To
 City of David City
 490 E Street
 PO BOX 191
 David City, NE 68632

Bill To
 City of David City
 490 E Street
 PO BOX 191
 David City, NE 68632

Invoice

Date	Invoice #
1/8/2026	23709

P.O. No.		Terms	Project	
Quantity	Description	Rate	Amount	
1	Mow and trim parks first payment due April 1st	22,791.67	22,791.67	
			<i>5166-617</i>	<i>AK</i>
Total			\$22,791.67	

P.O. No.		Terms	Project	
Quantity	Description	Rate	Amount	
36 14	trim trees in park handheld power equip	65.00 20.00	2,340.00 280.00	
			<i>5166-617</i>	<i>AK</i>
Total			\$2,620.00	

City Council Proceedings

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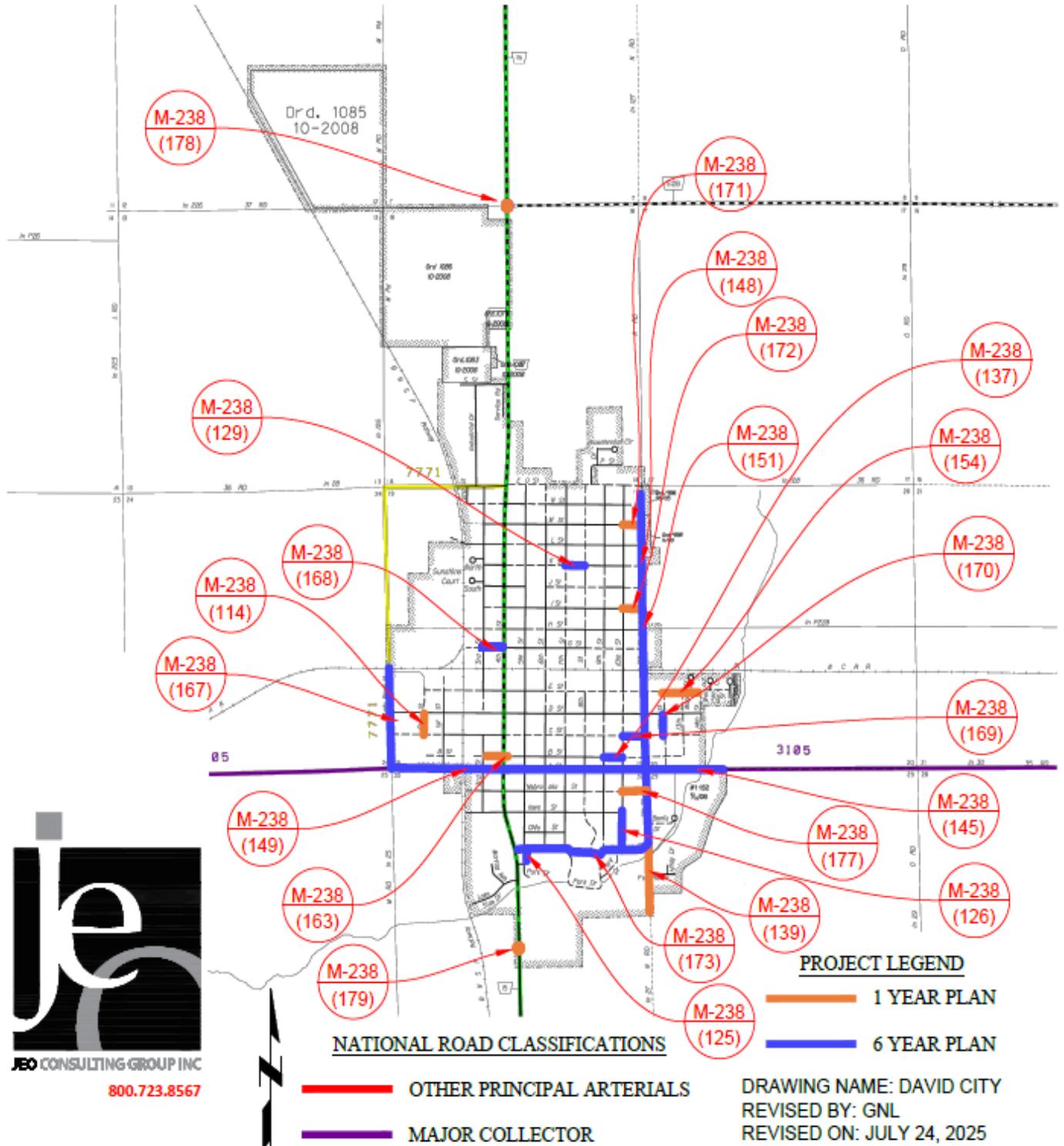
Andrew Wilshusen of JEO Consulting Group introduced himself. He presented the proposed 2026-2027 One- and Six-Year Street Improvement plans to the City Council. Currently, on the maps presented, Nebraska Street has been completed and will be removed from the plans. There will need to be updates to the map to include the 5th Street improvements. If we need to update the map, we can do so at any time during the year.

Completed Projects (FY 24/25)				City of David City		
Project #	Street Name	Start	End	Description of Work	Length (mi)	Final Cost
M-238(175)	Scout Lane	Hwy 15	Monarch Dr.	Concrete Street Paving	0.07	\$ 150,000
M-238(176)	Northland Sub.			Concrete Street Paving, Drainage Improvements	1	\$ 1,500,000

One Year Plan - Fiscal Year 2025/2026 Projects (October 1st to September 30th)				City of David City		
Project #	Street Name	Start	End	Description of Work	Length (mi)	Est. Cost
M-238(114)	Oak Street	"C" Street	"D" Street	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.08	\$ 130,000
M-238(139)	11th Street	Kansas St.	Cemetery	Existing Gravel Street to 27' Wide 6" Concrete Street (NIC Bridge)	0.48	\$ 325,000
M-238(154)	"E" Street	12th St.	14th St.	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.22	\$ 350,000
M-238(163)	"B" Street	3rd St.	4th St.	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.08	\$ 125,000
M-238(171)	"M" Street	10th St.	11th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.08	\$ 135,000
M-238(172)	"I" Street	10th St.	11th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.08	\$ 135,000
M-238(177)	Nebraska St.	10th St.	11th St.	Existing Gravel Street to Concrete Pavement and Drainage	0.04	\$ 145,000
M-238(178)	Hwy 15	Cooperative Way		Intersection, Concrete Paving, Drainage Improvements	0.25	\$ 2,500,000
M-238(179)	Scout Lane	Hwy 15		Intersection Improvements, Concrete	0.25	\$ 1,500,000

Six Year Plan - Fiscal Year 2026/2027 to 2030/2031 Projects (October 1st to September 30th)				City of David City		
Project #	Street Name	Start	End	Description of Work	Length (mi)	Est. Cost
M-238(125)	5th Street	Kansas St.	Park Trail	Existing Gravel Street to 27' Wide 6" Concrete Street	0.5	\$ 175,000
M-238(126)	10th Street	Kansas St.	Iowa St.	Existing Gravel Road to 27' Wide 6" Concrete Street	0.14	\$ 250,000
M-238(129)	"K" Street	7th St.	8th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(137)	"B" Street	9th St.	10th St.	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(145)	"A" Street	Hwy 15	East Corporate Limits	Existing Bituminous Street with Asphalt Overlay	1.05	\$ 350,000
M-238(148)	11th Street	"O" St.	"H" St.	Existing Asphalt Street to 32' Wide 8" Concrete Street	0.5	\$ 1,500,000
M-238(149)	"A" Street	Hwy 15	County Road M	Existing Asphalt Street to 27' Wide 8" Concrete Street	0.42	\$ 850,000
M-238(151)	11th Street	"H" St.	"A" St.	Existing Asphalt Street to 32' Wide 8" Concrete Street	0.82	\$ 2,400,000
M-238(167)	"M" Road	"A" St.	CNRR	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.37	\$ 700,000
M-238(168)	"G" Street	3rd St.	4th St.	Existing Asphalt Street to 24' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(169)	"C" Street	10th St.	10th St.	Existing Asphalt Street to 24' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(170)	12th Street	"C" St.	"D" St.	Existing Asphalt Street to 24' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(173)	Kansas Street	4th St.	11th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.55	\$ 1,125,000

DAVID CITY, NEBRASKA ONE AND SIX YEAR PLAN FISCAL YEAR 25/26-30/31



DRAWING NAME: DAVID CITY
REVISED BY: GNL
REVISED ON: JULY 24, 2025

Andrew Wilshusen of JEO Consulting Group presented the findings of the Sixth and D Street intersection study, recommending two-way stop control and adjustments to parking stalls to improve sight distance. The council discussed the potential impact on parking for St. Luke's Methodist Church and the Senior Center, with concerns about public safety and the need for crosswalks. Council Member Keith Marvin made a motion to accept the 6th and D Street Intersection Study presented by JEO Consulting Group and start the process to install a two-way stop at the intersection. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0



MEMO

To: City of David City
From: JEO Consulting Group
Date: March 6, 2026
Subject: N 6th Street & D Street Intersection Study

Introduction

At the request of the City of David City, an engineering evaluation was conducted at the intersection of N 6th Street and D Street to evaluate the need for stop control. This memorandum documents the evaluation, analysis, and resulting recommendation regarding traffic control at the intersection. The evaluation was conducted in accordance with the American Association of State Highway and Transportation Officials A Policy on Geometric Design of Highways and Streets (Green Book) and the Manual on Uniform Traffic Control Devices, 11th Edition (MUTCD).

Existing Conditions

The intersection of N 6th Street & D Street is a four-legged intersection with N 6th Street oriented in a north south direction and D Street oriented in an east west direction. Both streets consist of two lanes, with one lane in each direction, and include curb and gutter sections. The intersection currently operates without traffic control on any approach. On street parking is permitted along both sides of each street, with a mix of parallel, diagonal, and perpendicular parking in the surrounding blocks. Speed limit signs were not observed on either street in the vicinity of the intersection; therefore, a statutory speed limit of 25 miles per hour was assumed for both streets.

The intersection is located near the eastern edge of the downtown area of David City, with N 6th Street serving as a transition between commercial uses to the west and residential development to the east. Although both streets are classified as local streets according to the Nebraska Department of Transportation (NDOT) State Functional Classification Map, D Street functions more like a collector street by providing a connection between the downtown area and residential neighborhoods to the east. David City Public High School is located approximately one block east of the intersection and contributes to increased traffic volumes along D Street, particularly during school arrival and dismissal periods. The David City Fire Department is located on the north side of D Street west of the intersection.

Crash data for the most recent available five-year period, from January 1, 2020, through December 31, 2024, was obtained from NDOT. No reported crashes occurred at the intersection of N 6th Street & D Street during this period.

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Site Observations

A site visit was conducted on February 24, 2026, to observe traffic operations, driver behavior, and overall intersection characteristics at N 6th Street & D Street. During the field review, traffic volumes appeared light, and vehicles navigated the intersection without significant delay or observable conflicts. Drivers on all approaches demonstrated yielding behavior consistent with an uncontrolled intersection.

As part of the evaluation, intersection sight distance was measured for the northbound and southbound approaches to evaluate visibility of vehicles approaching from the east and west. Measurements were taken at several locations representing typical driver positions as a vehicle approaches and enters the intersection. These locations include advance approach positions and positions near the intersection consistent with driver eye locations and offsets described in the Green Book for evaluating intersection sight distance, generally between approximately 14.5 feet (minimum) and 18 feet (desirable) from the edge of the major road traveled way. Details of these measurements are provided below.

NORTHBOUND SIGHT DISTANCE

Sight distance for northbound vehicles was measured at three locations, as shown in Figure 1: N1 at 75 feet in advance of the east leg edge of traveled way; N2 at 5 feet in advance of the unmarked crosswalk; and N3 at 18 feet in advance of the edge of traveled way.



Figure 1: Northbound Sight Distance Measurement Locations

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At each location, the available sight distance for northbound drivers to observe vehicles approaching from the east and west was measured. These measurements are summarized in Table 1. As shown, only location N3 meets the required intersection sight distance for both eastbound and westbound approaching vehicles. Neither N1 nor N2 meet the required sight distance. It should be noted that the residence at 617 D Street has a driveway east of the intersection. This driveway, when occupied by a parked vehicle, may infrequently impede sight distance.

Table 1: Northbound Sight Distance Measurements

Locations	Eastbound Approach		Westbound Approach	
	Measured	Required	Measured	Required
N1	121'	240'*	221'	280'*
N2	138'		384'	
N3	822'		1212'	

*Minimum required sight distance for all northbound locations, in accordance with the Green Book and a 25-mph approach speed.

SOUTHBOUND SIGHT DISTANCE

Sight distance for southbound vehicles was measured at four locations, as shown in Figure 2: S1 at 75 feet in advance of the west leg gutter line; S2 at 5 feet in advance of the unmarked crosswalk; S3 at 14.5 feet in advance of the west leg gutter line; and S4 at the west leg gutter line.



Figure 2: Northbound Sight Distance Measurement Locations

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At each location, the available sight distance for southbound drivers to observe vehicles approaching from the east and west was measured. These measurements are summarized in Table 2. Sight distance to westbound traffic at location S4 was evaluated under two conditions: with the existing accessible stall along the north side of D Street in its current position and with the stall relocated one space to the east. As shown in Table 2, the required intersection sight distance is met only at location S4 if the existing accessible stall serving Saint Luke’s United Methodist Church is relocated one space to the east and parking is prohibited in its current location.

Table 2: Southbound Sight Distance Measurements

Locations	Eastbound Approach		Westbound Approach	
	Measured	Required	Measured	Required
S1	54'	280'*	88'	240'*
S2	114'		98'	
S3	242'		127'	
S4	281'		218' / 249'**	

*Minimum required sight distance for all southbound locations, in accordance with the Green Book and a 25-mph approach speed.

**This distance was measured twice, one with and one without the existing accessible stall along D street.

Evaluation Criteria

The evaluation of no intersection control, minor road stop control, and all way stop control was conducted in accordance with the MUTCD. The MUTCD establishes warrants for the installation of stop control based on traffic volumes, crash experience, and operational characteristics. Further details regarding the applicable thresholds for these control strategies are included in Attachment A.

Analysis

The following analysis evaluates the applicability of no intersection control, minor road stop control, and all way stop control at N 6th Street & D Street based on the criteria established in the MUTCD.

NO INTERSECTION CONTROL

Section 2B.09 of the MUTCD states that the decision to use no intersection control should be based on several factors, including intersection sight distance and functional classification. Field measurements indicate that sight distance for northbound and southbound drivers to observe eastbound and westbound traffic is not adequate in advance of the intersection. Additionally, while both streets are classified as local streets, field observations indicate that D Street functions more like a collector by serving as a connection between the downtown area to the west and residential neighborhoods to the east. Based on these factors, continued operation without intersection control is not recommended.

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MINOR ROAD STOP CONTROL

Section 2B.11 of the MUTCD states that minor road stop control should be considered when engineering judgment identifies restricted sight distance requiring drivers to stop to adequately observe conflicting traffic, when crash history satisfies specified thresholds, or when the intersection consists of differing functional classifications. Crash data for the most recent five-year period indicate no reported crashes at the intersection and therefore do not satisfy the crash-related criteria. Measured intersection sight distance for the northbound and southbound approaches is below recommended values for adequate visibility of eastbound and westbound traffic. Once vehicles stop at the intersection, sufficient sight distance can be provided with one modification to the existing conditions: relocation of the Saint Luke's United Methodist Church accessible stall one space to the east. Additionally, while both streets are classified as local streets, D Street functions more like a collector street by serving as a connection between the downtown area to the west and adjacent residential areas to the east. Based on the restricted sight distance and differing functional characteristics, installation of minor road stop control on the northbound and southbound approaches could be supported.

Stop Sign Placement

To further evaluate the possibility of minor road stop control, stop sign locations were evaluated for the northbound and southbound approaches.

For the northbound approach, the stop sign should be placed 18 feet south of the east leg gutter line of D Street, in accordance with guidance provided in the Green Book. This location is approximately 22 feet north of the existing unmarked crosswalk. This offset allows a vehicle to stop without encroaching on the crosswalk.

For the southbound approach, insufficient space exists to place the stop sign south of the crosswalk while maintaining adequate vehicle storage and avoiding obstruction of the crosswalk. Therefore, the stop sign must be placed a minimum of 4 feet in advance of the crosswalk.

This placement conflicts with the southernmost accessible parking stall along the west side of N 6th Street. To comply with MUTCD requirements, this stall must be removed and the area permanently marked to prohibit parking.

ALL WAY STOP CONTROL

Section 2B.12 of the MUTCD states that the decision to establish all way stop control should be based on an engineering study that considers crash experience, sight distance, traffic volumes, and other applicable factors. Crash data for the most recent five-year period indicate no reported crashes at the intersection and therefore do not satisfy the crash experience warrant. While approach sight distance for northbound and southbound vehicles is restricted, field measurements indicate that adequate intersection sight distance is available once a vehicle stops at the appropriate location with the modifications previously described. As such, the sight distance warrant for all way stop control is not satisfied. Based on field observations and the absence of crash history, installation of all way stop control at this intersection likely would not be supported. However, if the modification required to implement minor road stop control is not implemented, required sight distance would not be present and all way stop control would be supported.

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Traffic Control Recommendation

Based on the evaluation conducted in accordance with the MUTCD, continued operation without intersection control is not recommended due to restricted sight distance for northbound and southbound approaches. Installation of minor road stop control on the northbound and southbound approaches to N 6th Street & D Street is supported based on measured sight distance limitations and the functional characteristics of the intersecting streets. All way stop control would instead be supported if the modification required to implement minor road stop control is not completed.

Based on the findings of this evaluation and the determination of appropriate stop sign locations, minor road stop control may be implemented on the northbound and southbound approaches at N 6th Street & D Street provided the following modifications are completed:

- The accessible stall serving Saint Luke's United Methodist Church must be relocated one space to the east, and parking must be prohibited in its current location to meet the required southbound sight distance for westbound traffic.
- The southernmost accessible stall along the west side of N 6th Street, just north of the unmarked crosswalk, must be removed and permanently marked to prohibit parking.

Additional Considerations

The stop sign for the northbound approach should be placed 18 feet south of the east leg edge of traveled way. This placement provides adequate sight distance to approaching drivers and ensures that a stopped vehicle does not encroach on the existing sidewalk.

If the crosswalk across the south leg is ever marked, the MUTCD directs that the stop sign be placed in advance of the marked crossing. Because required sight distance is not available when a vehicle is stopped south of the crosswalk, marking this crosswalk would require conversion of the intersection to all way stop control with a stop sign on all four approaches.

Andrew Wilshusen of JEO Consulting Group explained why the council was presented with Resolution No. 2-2026. This resolution is part of the effort to support federal funding to complete the Highway 15/Bruno Spur Intersection Improvements. JEO is completing the applications for the City for federal funding, and one of the requirements is to provide letters of support. Council Member Bruce Meysenburg made a motion to approve Resolution No. 2-2026 in support of Congressional Directed Spending Request for potential funding for the Highway 15/Bruno Spur Intersection Improvements. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

RESOLUTION NO. 2-2026

A RESOLUTION OF THE CITY COUNCIL OF DAVID CITY, NEBRASKA, SUPPORTING A CONGRESSIONALLY DIRECTED SPENDING REQUEST TO UNITED STATES SENATOR DEB FISCHER FOR THE DAVID CITY ROUNDABOUT SAFETY IMPROVEMENT PROJECT

WHEREAS, the City of David City, Nebraska, in partnership with the Nebraska Department of Transportation, has identified the need for safety improvements at a key highway intersection located approximately 1.75 miles north of downtown David City; and

WHEREAS, the existing intersection experiences a mix of local, agricultural, and industrial traffic, with approximately eight percent of vehicles consisting of trucks, and current conditions present safety concerns for motorists traveling through the corridor; and

WHEREAS, traffic analysis and preliminary engineering have identified the construction of a modern roundabout, along with associated roadway alignment, signage, lighting, and drainage improvements, as an effective solution to improve traffic flow, reduce crash potential, and enhance long-term operational safety; and

WHEREAS, the proposed project is planned for construction during the 2028–2029 timeframe and will be designed primarily within the existing right-of-way, with only limited temporary easements anticipated for construction staging; and

WHEREAS, environmental review under the National Environmental Policy Act (NEPA) is anticipated to begin in Fall 2027 or Spring 2028, and required permits are expected to include a Stormwater Pollution Prevention Plan (SWPPP) and an Occupy Right-of-Way Permit through the Nebraska Department of Transportation; and

WHEREAS, David City, with a population of approximately 3,026 residents and located within Butler County with a population of approximately 8,439, has limited local resources to fully fund major transportation infrastructure improvements without federal assistance; and

WHEREAS, federal funding through the Congressionally Directed Spending process would significantly assist the City in advancing this important \$3,575,000 safety

improvement project that benefits both local residents and the regional transportation network.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DAVID CITY, NEBRASKA, that the City Council hereby expresses its full support for a Congressionally Directed Spending request to be submitted to The Honorable Deb Fischer, United States Senator for the State of Nebraska, for federal funding in the amount of \$2,860,000 to assist with the David City Roundabout Safety Improvement Project.

BE IT FURTHER RESOLVED that the City of David City affirms its commitment to work with the Nebraska Department of Transportation to advance the project, provide any required local match in the amount of \$715,000, and comply with all applicable federal requirements associated with the requested funding.

PASSED AND APPROVED this 11th day of March, 2026.

CITY OF DAVID CITY, NEBRASKA

By _____
Jessica Miller, Mayor

ATTEST:

Lori Matchett, City Clerk

Andrew Wilshusen of JEO Consulting Group informed the Council that substantial completion of Nebraska Street has been achieved, including rough grade. Final grading is yet to be done, and seeding has been completed. Gehring officially completed that on November 16, 2025; all requirements have been met, and the warranty period has begun. Council Member Keith Marvin made a motion to approve the Substantial Completion Certificate of Construction of Nebraska Street. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of David City
Engineer: JEO Consulting Group, Inc.
Contractor: Gehring Construction & Ready Mix Co., Inc.
Project: 2024 Nebraska Street Extension
Contract Name: 2024 Nebraska Street Extension

Owner's Project No.:
Engineer's Project No.: 231816.00
Contractor's Project No.:

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

2024 Nebraska Street Extension

Date of Substantial Completion: **November 26, 2025**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

None.

Amendments to Contractor's Responsibilities: None As follows:

None.

The following documents are attached to and made a part of this Certificate:

231816.00 – Punch List Document.pdf

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: <u><i>Scott Hill</i></u> (Authorized signature)	By: <u><i>Janice Mink</i></u> Owner (Authorized Signature)	By: <u><i>Thomas M. Doherty</i></u> Contractor (Authorized Signature)			
Title: <u>Project Engineer</u>	Title: <u>Mayer</u>	Title: <u>VP</u>			
Date: <u>01/20/2026</u>	Date: <u>3-11-26</u>	Date: <u>1-22-2026</u>			

Contractor's Application for Payment

Owner: <u>City of David City</u>	Owner's Project No.: _____
Engineer: <u>JEO Consulting Group, Inc.</u>	Engineer's Project No.: <u>231816.00</u>
Contractor: <u>Gehring Construction & Ready Mix Co., Inc.</u>	Contractor's Project No.: _____
Project: <u>2024 Nebraska Street Extension</u>	_____
Contract: <u>2024 Nebraska Street Extension</u>	_____
Application No.: <u>TWO & FINAL</u>	Application Date: <u>3/4/2026</u>
Application Period: <u>From 11/27/2025</u>	<u>to 2/18/2026</u>

1. Original Contract Price		\$ 93,867.50
2. Net change by Change Orders		\$ 95,274.20
3. Current Contract Price (Line 1 + Line 2)		\$ 189,141.70
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$ 189,141.70
5. Retainage		
a. <u>0%</u> X \$ <u>189,141.70</u> Work Completed =	\$	-
b. <u>0%</u> X \$ <u>-</u> Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 189,141.70
7. Less previous payments (Line 6 from prior application)		\$ 172,596.19
8. Amount due this application		\$ 16,545.51
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$ -

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: Gehring Construction & Ready Mix Co., Inc.
Signature: Stephen Anderson **Date:** 3-4-26

Recommended by Engineer	Approved by Owner
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Title: <u>Project Engineer</u>	Title: <u>Mayor</u>
Date: <u>3/4/2026</u>	Date: <u>3-11-26</u>

Approved by Funding Agency

By: _____ **Title:** _____ **Date:** _____

Progress Estimate - Unit Price Work										Contractor's Application for Payment			
Owner: City of David City										Owner's Project No.:			
Engineer: JEO Consulting Group, Inc.										Engineer's Project No.:			
Contractor: Gehring Construction & Ready Mix Co., Inc.										Contractor's Project No.:			
Project: 2024 Nebraska Street Extension													
Contract: 2024 Nebraska Street Extension													
Application No.: TWD & FINAL		Application Period: From 11/27/25 to 02/18/26										Application Date: 03/03/26	
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (K X G) (\$)						
Original Contract													
1	Mobilization	1	LS	6,000.00	6,000.00	3.00	6,000.00		6,000.00	100%	-		
2	Bonding and Insurance	1	LS	3,500.00	3,500.00	2.00	3,500.00		3,500.00	100%	-		
3	Temporary Traffic Control Measures	1	LS	3,500.00	3,500.00	2.00	3,500.00		3,500.00	100%	-		
4	Site Grading and Clearing	1	LS	5,000.00	5,000.00	2.00	5,000.00		5,000.00	100%	-		
5	Remove Asphalt Pavement	380	SY	32.00	12,160.00	280.00	2,144.00		2,144.00	100%	-		
6	Remove Wood Fence	299	LF	30.00	8,970.00	279.00	8,370.00		8,370.00	100%	-		
7	Remove Sign (24" Circumference)	5	EA	893.00	4,465.00	5.00	4,000.00		4,000.00	100%	-		
8	Remove Sign (24" to 48" Circumference)	5	EA	893.00	4,465.00	5.00	4,000.00		4,000.00	100%	-		
9	Remove and Reset Mailbox	1	EA	593.00	593.00	3.00	500.00		500.00	100%	-		
10	Subgrade Preparation	700	SY	2.00	1,400.00	700.00	1,400.00		1,400.00	100%	-		
11	Unsuitable Materials	75	CY	20.00	1,500.00	25.00	1,250.00		1,250.00	100%	-		
12	7" Concrete Finish	25	SY	60.00	1,500.00	25.00	1,500.00		1,500.00	100%	-		
13	5" Concrete Driveway	25	SY	60.00	1,500.00	25.00	1,500.00		1,500.00	100%	-		
14	6" Concrete Finish	38	SY	60.00	2,280.00	38.00	2,280.00		2,280.00	100%	-		
15	Junction Box	1	EA	4,410.00	4,410.00	3.00	4,410.00		4,410.00	100%	-		
16	1 1/2" RCP, Class V	84	LF	69.00	5,796.00	64.00	4,656.00		4,656.00	100%	-		
17	1 1/2" RCP Slaved End Section	4	EA	345.00	1,380.00	2.00	1,890.00		1,890.00	100%	-		
18	Crushed Rock Surface Course	4	TONS	150.00	600.00	25.00	375.00		375.00	100%	-		
19	Stabilized Construction Entrance	20	LF	5.00	100.00	20.00	100.00		100.00	100%	-		
20	Straw/Wattle	40	LF	5.00	200.00	40.00	200.00		200.00	100%	-		
21	Erosion Mat with Seed	838	SY	3.75	3,118.50	838.00	2,359.50		2,359.50	100%	-		
Original Contract Totals:					\$ 93,867.50		\$ 93,867.50	\$ -	\$ 93,867.50	100%	\$ -		

Progress Estimate - Unit Price Work										Contractor's Application for Payment			
Owner: City of David City										Owner's Project No.:			
Engineer: JEO Consulting Group, Inc.										Engineer's Project No.:			
Contractor: Gehring Construction & Ready Mix Co., Inc.										Contractor's Project No.:			
Project: 2024 Nebraska Street Extension													
Contract: 2024 Nebraska Street Extension													
Application No.: TWD & FINAL		Application Period: From 11/27/25 to 02/18/26										Application Date: 03/04/26	
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (K X G) (\$)						
Change Orders													
5	Remove Asphalt Pavement	664.00	SY	32.00	21,248.00	664.00	21,248.00		21,248.00	100%	-		
9	Remove and Reset Mailbox	200	EA	500.00	100,000.00	2.00	1,000.00		1,000.00	100%	-		
10	Subgrade Preparation	750.00	SY	2.00	1,500.00	750.00	1,500.00		1,500.00	100%	-		
12	7" Concrete Finish	760.00	SY	60.00	45,600.00	760.00	45,600.00		45,600.00	100%	-		
13	5" Concrete Driveway	257.00	SY	60.00	15,420.00	257.00	15,420.00		15,420.00	100%	-		
14	6" Concrete Finish	200	SY	60.00	12,000.00	2.00	120.00		120.00	100%	-		
18	Crushed Rock Surface Course	5.00	TONS	150.00	750.00	2.00	300.00		300.00	100%	-		
20	Straw/Wattle	20.00	LF	5.00	100.00	20.00	100.00		100.00	100%	-		
21	Erosion Mat with Seed	463.00	SY	3.75	1,736.25	463.00	1,736.25		1,736.25	100%	-		
22	Remove 12" CMP Pipe	12.00	LF	18.85	226.20	12.00	226.20		226.20	100%	-		
23	Remove Concrete Pavement	260.00	SY	35.00	9,100.00	260.00	9,100.00		9,100.00	100%	-		
24	6" PVC Storm Sewer Pipe, 30R 35	200.00	LF	51.00	10,200.00	200.00	10,200.00		10,200.00	100%	-		
25	12" Mycolflex Drain Basin	1.00	EA	4,000.00	4,000.00	1.00	4,000.00		4,000.00	100%	-		
26	Reconcrete, Estimated Quantity	220.00	CY	25.00	5,500.00	220.00	5,500.00		5,500.00	100%	-		
27	Remove, Salvage and Reinstall Landscape Rock	53.00	SY	60.00	3,180.00	53.00	3,180.00		3,180.00	100%	-		
CO TWD													
11	Unsuitable Materials	25.00	CY	60.00	1,500.00	15.00	900.00		900.00	100%	-		
19	Stabilized Construction Entrance	25.00	TONS	100.00	2,500.00	25.00	2,500.00		2,500.00	100%	-		
21	Erosion Mat with Seed	435.00	SY	3.75	1,631.25	435.00	1,631.25		1,631.25	100%	-		
28	Remove and Reinstall Irrigation System	1.00	LS	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-		
Change Order Totals:					\$ 95,274.20		\$ 95,274.20	\$ -	\$ 95,274.20	100%	\$ -		
Original Contract and Change Order													
Project Totals:					\$ 189,141.70		\$ 189,141.70	\$ -	\$ 189,141.70	100%	\$ -		

Andrew Wilshusen, JEO Consulting Group, explained the 5th Street project from C Street to Iowa Street, and that the Professional Service Agreement would govern the project's design. The design is for the removal of the bricks and placement of concrete. Areas of 5th Street have been repaired several times and continue to have issues with bricks sinking and being unstable. There was also discussion of water and sewer lines along the street, and which areas may be of concern. Council Member Keith Marvin made a motion to approve the JEO Professional Service Agreement for 5th Street Improvements from C Street to Iowa Street. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between **David City, Nebraska** (“Client”) and **JEO Consulting Group, Inc.** (“JEO”).

Client’s project, of which JEO’s services under this Agreement are a part, is generally identified as follows:

David City 5th Street Improvements (“Project”).

JEO Project Number: **252004.00**

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. JEO shall provide, or cause to be provided, the services set forth in Exhibit A.

ARTICLE 2 - CLIENT’S RESPONSIBILITIES

2.01 Client Responsibilities

- A. Client responsibilities are outlined in Exhibit A and Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: **\$118,130.00 (Lump Sum)**
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. 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 Client and JEO 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.

Client: **David City, Nebraska**

JESSICA MILLER

By: Jessica Miller

Title: Mayor

Date Signed: 3-11-26

Address for giving notices:

City of David City

490 E Street

David City, NE 68632

402-367-3125 (FAX)

JEO Consulting Group, Inc.

[Signature]

By: Andrew Wilshusen, PE

Title: Project Manager

Date Signed: March 9, 2026

Address for giving notices:

JEO Consulting Group, Inc.

319 N Locust Street

Grand Island, Nebraska

fax: 308.381.2635



**SCOPE OF SERVICES:
Exhibit A**

PROJECT DESCRIPTION:

David City, Nebraska: The City of David City is planning to make improvements to 5th Street from "C" Street to Iowa Street. The existing street surface is composed of brick with aging concrete curb and gutter. Curb inlets and storm sewer are currently located at the intersection of 5th and "A" Street. The intent of this project is to remove the existing brick paving, along with the curb and gutter and replace it with a new 25-foot wide concrete paving. The existing storm sewer inlets will also be reconstructed and connected to the existing storm sewer system. New sidewalks and ADA ramps will be constructed at intersection returns. The existing 4" watermain from Iowa to A Street will also be replaced with a new 8" PVC watermain.

This agreement is for design and bidding phase services only.

1 DESIGN PHASE

- 1.1 Provide Project Management throughout all Phase of this project, to include:
 - 1.1.1 Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
 - 1.1.2 Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - 1.1.3 Provide oversight to ensure scope of services and schedule is met.
 - 1.1.4 Work with disciplines to identify potential risks and how to mitigate those risks.
 - 1.1.5 Review billed hours by design team and prepare invoice statements for Owner.
- 1.2 Attend and facilitate Initiation/Kick-off meeting with Owner (1 meeting). Meeting review to include:
 - 1.2.1 Review the scope, schedule, and project requirements.
 - 1.2.2 Review limits of proposed street, sidewalk and storm sewer improvements.
 - 1.2.3 Review general locations of existing utilities.
 - 1.2.4 Engineer will also ask for any specific requirements or concerns from the Owner about the project.
- 1.3 Complete Geotechnical Investigation for the project.
- 1.4 Engineer will schedule and obtain a topographic survey containing the following:
 - 1.4.1 Survey the locations of all visible physical features (i.e.: concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.) within the proposed site location.
 - 1.4.2 Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).

- 1.4.3 Create an electronic drawing using Civil3D, illustrating elevations, site features, property boundaries, and existing utilities resulting from the surveys performed.
- 1.4.4 Collect available property pins and/or sections corners.
- 1.4.5 Collect road cross section data every 50 feet for the limits on streets noted in the project description and from ROW to ROW; and section taken at each driveway location.
- 1.4.6 Topographic survey shall stop at the edge of existing streets not being improved.
- 1.5 Engineer will make a "One Call" for utility locates to be marked in the project corridor and together with other survey data, will map existing site conditions within the electronic drawing.
- 1.6 Review of existing data and design requirements (standard vehicles, access requirements, etc.).
- 1.7 Prepare 30% complete preliminary plans, to include:
 - 1.7.1 Cover sheet and general location maps
 - 1.7.2 Survey control sheets
 - 1.7.3 Removal plan
 - 1.7.4 Concrete paving plan and preliminary profile
 - 1.7.5 Typical cross section of roadway(s)
 - 1.7.6 Paving improvements
 - 1.7.7 Preliminary drainage design
 - 1.7.8 Preliminary water main design
- 1.8 Prepare a 30% complete opinion of probably construction cost.
- 1.9 Conduct a plan-in-hand review in the field with the Owner to confirm the proposed layout and survey information. (1 meeting)
- 1.10 Prepare 70% complete preliminary plans and specifications. Plans and specifications to include:
 - 1.10.1 General location maps.
 - 1.10.2 Survey control sheets.
 - 1.10.3 Removal plan.
 - 1.10.4 Concrete paving plan and preliminary profile including geometrics and grades
 - 1.10.5 Intersection and drainage plan and profile with corresponding technical specifications.
 - 1.10.6 Water main plan and profiles.
 - 1.10.7 Cross sections.
 - 1.10.8 Erosion control plan.
 - 1.10.9 Front end specifications complete with bidding, contract, and any required funding requirement documentation.
- 1.11 Prepare an opinion of probable construction cost to be commensurate with the 70% complete plans.
- 1.12 Perform an internal quality assurance/quality control (QA/QC) review of the 70% complete plans and specifications.
- 1.13 Attend a meeting with the Owner's designated representative to review the 70% complete preliminary design documents. (1 meeting)
- 1.14 Submit 70% complete plans to utility companies for review of potential conflicts. Owner is to provide names and addresses for utility companies licensed or permitted with the Owner that may have utilities in the project area.

- 1.15 Revise plans and specifications based on the QA/QC comments and the 70% complete design meeting with the Owner.
- 1.16 Prepare 90% complete plans and specifications. Plans and specifications to include:
 - 1.16.1 All sheets previously listed for the 70% complete plans.
 - 1.16.2 Insertion of design detail sheets.
 - 1.16.3 Completion of the special provisions section of the specifications.
 - 1.16.4 Complete all forms for Contract Documents including proposals, advertisements for bids, construction contracts, and payment and performance bonds as required.
- 1.17 Perform an internal QA/QC review of the 90% complete plans and specifications.
- 1.18 Finalize construction drawings and specifications subject to Owner's approval.
- 1.19 Prepare a list of final construction quantities and furnish a final opinion of probable construction cost.
- 1.20 Provide completed final documents (Plans, Specifications, and Contract Documents) signed and sealed by a professional engineer registered in the State of Nebraska to Owner.
- 1.21 Attend up to one (1) meeting to review final design documents and opinions of probable construction cost, obtain approval of the final plans, specifications and bid documents and receive authorization to submit final plans, specifications and bid documents to the appropriate agencies for review and approval.

2 BIDDING AND NEGOTIATION PHASE

- 2.1 Obtain approval of plans and specifications and authorization to advertise for bids from Owner.
- 2.2 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 2.3 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 2.4 Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request.
- 2.5 Respond to inquiries from prospective bidders and prepare any addenda required.
- 2.6 Assist the Owner in securing construction bids for the project.
- 2.7 Assist the Owner at the bid opening, consisting of one (1) meeting.
- 2.8 Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 2.9 Prepare and submit necessary information to the Owner for project award approval.
- 2.10 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- 2.11 Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

3 OWNER RESPONSIBILITIES

- 3.1 Provide timely review of documents or requests for information.
- 3.2 Provide access to property to conduct proposed services.

- 3.3 Provide contact information for utility companies within the right-of-way along the project route.

4 FEE

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

<u>Task</u>	<u>Fee</u>
Design Phase (Lump Sum)	\$ 112,130.00
Bidding and Negotiation Phase (Lump Sum)	\$ <u>6,000.00</u>
Total (Lump Sum)	\$ 118,130.00

5 PROGRESS PAYMENTS

- 5.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 5.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 5.3 Payments will be applied first to the interest then principal.
- 5.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

6 CONTRACT TIME

- 6.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 6.2 Design Phase – 120 days from authorization to proceed.
- 6.3 Bidding and Negotiation Phase – 45-60 days from authorization to advertise.
- 6.4 If the Basic Services covered by this Agreement have not been completed by December 31, 2026, through no fault of JEO, extension or adjustment of JEO's services beyond that time shall be compensated as additional services.
- 6.5 The information in this proposal and fee estimate is valid until March 31, 2026. After that time, the scope of services and estimated are subject to adjustment.

7 EXCLUSIONS

- 7.1 Storm sewer sizing and analysis (i.e. assume replace in-kind)
- 7.2 Relocation of utilities (sanitary sewer, electrical, lighting, etc.).
- 7.3 Land rights and ownership
- 7.4 Floodplain, US Army Corps of Engineers Section 404, or other environmental permitting
- 7.5 Wetlands determination and mitigation
- 7.6 Migratory bird or endangered species surveys
- 7.7 SWPPP preparation, administration and inspections
- 7.8 Any permit fees associated with permit applications
- 7.9 Special meetings and meetings not outlined in the Scope of Services
- 7.10 Signing, marking, and traffic control plans
- 7.11 Construction Phase Services (construction administration, staking and construction observation)
- 7.12 Easement or right of way description or plat preparation

- 7.13 Preparing Street Improvement District or Project documents
- 7.14 Land Survey monumentation to reestablish existing street right of way

8 REIMBURSABLE EXPENSES

- 8.1 Typical reimbursable expenses are included in the lump-sum and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 8.2 Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project.)

9 ADDITIONAL TERMS

- 9.1 The General Conditions are specified in Exhibit B.

Ethan Joy of JEO Consulting Group updated the council on the work underway at the Water Treatment Plant. There has been progress since the last council meeting, with items in progress. Velocity was out to fix three leaks and some piping issues. The mechanical contractor came out to work on the heaters, and Scalitech is analyzing the RO Units to determine which items are covered by warranty. Completion is not 100%. Council has determined that additional work must be completed before payment can be made, and that the RO System must be running correctly before payment is remitted.

Council Member Jim Angell made a motion to Table Pay Application No. 31 (Final) for Velocity Contractors, Inc., in the amount of \$50,000.00 for the Water Treatment Plant Upgrades. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

Ethan Joy, JEO Consulting Group, summarized the work underway at the Wastewater Treatment Plant on the SBR Basins, including transferring solids and bugs to the new basins, and the anticipated work starting in the next couple of days. The berm around the headworks was completed, and they are making progress on working on the basins.

Council Member Kevin Woita made a motion to approve Pay Application No. 24 for BRB Contractors, Inc. in the amount of \$459,793.43 for the David City Wastewater Treatment Facility Improvements. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

Contractor's Application for Payment

Owner: <u>City of David City</u>	Owner's Project No.: _____
Engineer: <u>JEO Consulting Group, Inc.</u>	Engineer's Project No.: <u>251034.00</u>
Contractor: <u>BRB Contractors, Inc.</u>	Contractor's Project No.: <u>NE3DAV</u>
Project: <u>David City Wastewater Treatment Facility Improvements</u>	
Contract: <u>David City Wastewater Treatment Facility Improvements</u>	
Application No.: <u>24</u>	Application Date: <u>2/24/2026</u>
Application Period: From <u>1/28/2026</u> to <u>2/24/2026</u>	

1. Original Contract Price	\$ 16,882,000.00
2. Net change by Change Orders	\$ 1,294,391.59
3. Current Contract Price (Line 1 + Line 2)	\$ 18,176,391.59
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 16,723,813.41
5. Retainage	
a. <u>5%</u> X <u>\$ 15,549,928.95</u> Work Completed =	\$ 777,496.45
b. <u>5%</u> X <u>\$ 1,173,884.46</u> Stored Materials =	\$ 58,694.22
c. Total Retainage (Line 5.a + Line 5.b)	\$ 836,190.67
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 15,887,622.74
7. Less previous payments (Line 6 from prior application)	\$ 15,427,829.31
8. Amount due this application	\$ 459,793.43
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 2,288,768.85

Contractor's Certification

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

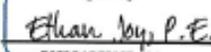
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(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: BRB Contractors, Inc.

Signature:  **Date:** 2/26/2026

<p>Recommended by Engineer</p> <p>By: <u></u></p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>2/26/2026</u></p> <p>Approved by Funding Agency</p> <p>By: <u>N/A</u></p> <p>Title: _____</p> <p>Date: _____</p>	<p>Approved by Owner</p> <p>By: <u></u></p> <p>Title: <u>Mayor</u></p> <p>Date: <u>3-11-26</u></p> <p>By: <u>N/A</u></p> <p>Title: _____</p> <p>Date: _____</p>
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Progress Estimate - Lump Sum Work

Owner: City of David City
 Engineer: JEO Consulting Group, Inc.
 Contractor: BRB Contractors, Inc.
 Project: David City Wastewater Treatment Facility Improvements
 Contract: David City Wastewater Treatment Facility Improvements

Contractor's Application for Payment

Owner's Project No.: 251034.00
 Engineer's Project No.: NE3DAV
 Contractor's Project No.:

Item No.	Description	Application Period: From 01/28/26 to 02/24/26		C	D		E	F	G	H	I
		Scheduled Value (\$)	(D + E) From Previous Application (\$)		Work Completed This Period (\$)	Currently Stored (not in D or E) (\$)					
Original Contract											
GENERAL SITEWORK											
1	Mobilize	\$ 750,000.00	750,000.00						750,000.00	100%	-
2	Bonds and Insurance	\$ 180,000.00	180,000.00						180,000.00	100%	-
3	SWPP Items	\$ 25,000.00	23,500.00						23,500.00	94%	1,500.00
4	Site Clearing	\$ 30,000.00	30,000.00						30,000.00	100%	-
5	12" & 16" Forcemain Piping	\$ 300,000.00	297,557.08			2,442.92			300,000.00	100%	-
6	Other Piping/Valves	\$ 1,395,000.00	1,178,000.00			30,000.00		103,568.54	1,311,568.54	94%	83,431.46
7	Precast Manholes	\$ 65,000.00	60,000.00						60,000.00	92%	5,000.00
8	Instrumentation & Control	\$ 50,000.00	15,000.00			10,000.00		15,096.14	40,096.14	80%	9,903.86
9	Electrical/Generator Work	\$ 125,000.00	112,500.00						112,500.00	90%	12,500.00
HEADWORKS BUILDING											
10	Excavation & Backfill	\$ 150,000.00	125,000.00			10,000.00			135,000.00	90%	15,000.00
11	Concrete Base Structure	\$ 500,000.00	500,000.00						500,000.00	100%	-
12	Concrete Walls Structure	\$ 1,207,000.00	1,207,000.00						1,207,000.00	100%	-
13	Concrete Floor/Deck Structure	\$ 350,000.00	350,000.00						350,000.00	100%	-
14	Misc. Metals Furnish/Install	\$ 50,000.00	50,000.00						50,000.00	100%	-
15	Masonry Above Structure	\$ 225,000.00	225,000.00						225,000.00	100%	-
16	Doors & Windows Furnish/Install	\$ 65,000.00	65,000.00						65,000.00	100%	-
17	Roof Trusses Furnish/Install	\$ 45,000.00	45,000.00						45,000.00	100%	-
18	Standing Seam Roof & Specialties	\$ 100,000.00	80,000.00			20,000.00			100,000.00	100%	-
19	Slide Gates Furnish/Install	\$ 100,000.00	100,000.00						100,000.00	100%	-
20	Bar Screen Furnish/Install	\$ 200,000.00	185,000.00						185,000.00	93%	15,000.00
21	Grit Equipment, Valves, Flumes Furnish/Install	\$ 1,300,000.00	1,215,000.00			25,000.00			1,240,000.00	95%	60,000.00
22	Parshall Flume	\$ 10,000.00	10,000.00						10,000.00	100%	-
23	Indoor Sampler	\$ 20,000.00	-			20,000.00			20,000.00	100%	-
24	Painting Structure	\$ 40,000.00	40,000.00						40,000.00	100%	-
25	Instrumentation & Control Work	\$ 950,000.00	713,253.00				76,175.90		789,428.90	83%	160,571.10
26	Mechanical Work (both buildings)	\$ 270,000.00	120,000.00			105,000.00			225,000.00	83%	45,000.00
27	Electrical Work	\$ 700,000.00	584,500.00			55,000.00		2,200.28	641,700.28	92%	58,299.72
AGP FLUME NO. 20											
28	Excavation & Backfill	\$ 15,000.00	13,000.00						13,000.00	87%	2,000.00
29	Concrete Base	\$ 20,000.00	20,000.00						20,000.00	100%	-
30	Concrete Walls	\$ 42,000.00	42,000.00						42,000.00	100%	-
31	Misc. Metals Furnish/Install	\$ 10,000.00	8,500.00						8,500.00	85%	1,500.00
32	Equipment Flume Install	\$ 15,000.00	15,000.00						15,000.00	100%	-
INFLUENT PUMP STATION											
33	Excavation & Backfill	\$ 150,000.00	155,000.00						155,000.00	97%	5,000.00
34	Concrete Base	\$ 50,000.00	50,000.00						50,000.00	100%	-

Progress Estimate - Lump Sum Work

Owner: City of David City
 Engineer: JEO Consulting Group, Inc.
 Contractor: BRB Contractors, Inc.
 Project: David City Wastewater Treatment Facility Improvements
 Contract: David City Wastewater Treatment Facility Improvements

Contractor's Application for Payment

Owner's Project No.: 251034.00
 Engineer's Project No.: NE30AV
 Contractor's Project No.:

A Item No.	B Description	C Scheduled Value (\$)		D Work Completed (D + E) From Previous Application (\$)		E This Period (\$)	F Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
		From	to	01/28/26	02/24/26					
35	Concrete Walls	\$ 327,000.00		327,000.00				327,000.00	100%	-
36	Concrete Roof	\$ 100,000.00		100,000.00				100,000.00	100%	-
37	Misc. Materials Furnish/Install	\$ 50,000.00		50,000.00				50,000.00	100%	-
38	Furnish & Install Pumps	\$ 525,000.00		498,750.00				498,750.00	95%	26,250.00
39	Furnish & Install Jib Crane & Foundation	\$ 50,000.00		-		35,000.00	9,145.00	44,145.00	88%	5,855.00
40	Painting Work	\$ 35,000.00		35,000.00				35,000.00	100%	-
41	Electrical Work	\$ 50,000.00		30,000.00		10,000.00		40,000.00	80%	10,000.00
NEW SBR STRUCTURE										
42	Excavation & Backfill	\$ 350,000.00		335,000.00		15,000.00		350,000.00	100%	-
43	SBR Concrete Base Sections	\$ 520,000.00		520,000.00				520,000.00	100%	-
44	SBR Concrete Wall Sections	\$ 1,261,000.00		1,261,000.00				1,261,000.00	100%	-
45	SBR Basin Equipment Aeration	\$ 1,000,000.00		977,000.00		23,000.00		1,000,000.00	100%	-
46	SBR Basin Equipment Pumps	\$ 50,000.00		48,000.00		2,000.00		50,000.00	100%	-
47	Misc. Metals Furnish/Install	\$ 40,000.00		22,000.00		15,000.00		37,000.00	93%	3,000.00
48	Painting Work	\$ 15,000.00		15,000.00				15,000.00	100%	-
49	Electrical Work	\$ 50,000.00		50,000.00				50,000.00	100%	-
BLOWER BUILDING MODIFICATIONS										
50	Concrete Floor/Wall Demolition	\$ 15,000.00		15,000.00				15,000.00	100%	-
51	Excavation & Backfill	\$ 15,000.00		15,000.00				15,000.00	100%	-
52	New Concrete Floor and Blower Bases	\$ 35,000.00		32,000.00				32,000.00	91%	3,000.00
53	New Masonry Wall/Misc. Infill	\$ 7,500.00		7,500.00				7,500.00	100%	-
54	Furnish & Install Doors	\$ 7,500.00		7,500.00				7,500.00	100%	-
55	Furnish & Install New/Existing SBR Blowers	\$ 400,000.00		400,000.00				400,000.00	100%	-
56	Painting Work	\$ 20,000.00		20,000.00				20,000.00	100%	-
57	Instrumentation & Control Work	\$ 150,000.00		141,000.00		5,000.00		146,000.00	97%	4,000.00
58	Electrical Work	\$ 100,000.00		99,000.00				99,000.00	99%	1,000.00
EXISTING SBR BASIN MODIFICATIONS										
59	Remove Existing Equipment & Piping	\$ 50,000.00		-		-		-	0%	50,000.00
60	Existing SBR Basin Equipment Aeration	\$ 1,000,000.00		5,000.00			882,316.62	887,316.62	85%	112,683.38
61	Existing SBR Basin Equipment Pumps	\$ 50,000.00		-			29,535.50	29,535.50	59%	20,464.50
62	Misc. Metals Furnish/Install	\$ 40,000.00		-			31,650.00	31,650.00	79%	8,350.00
63	Construct New SBR Splitter Box	\$ 174,000.00		174,000.00				174,000.00	100%	-
64	Painting Work	\$ 20,000.00		-				-	0%	20,000.00
65	Electrical Work	\$ 50,000.00		5,000.00				5,000.00	10%	45,000.00
STORAGE BUILDING										
66	Excavation & Backfill	\$ 35,000.00		35,000.00				35,000.00	100%	-
67	Building Drainage Piping & Oil Separator	\$ 40,000.00		40,000.00				40,000.00	100%	-
68	Concrete Foundations	\$ 40,000.00		40,000.00				40,000.00	100%	-
69	Concrete Floor	\$ 56,000.00		56,000.00				56,000.00	100%	-

Progress Estimate - Lump Sum Work										Contractor's Application for Payment			
Owner:		City of David City		Owner's Project No.:		251034.00				Application Date:		02/24/26	
Engineer:		JEO Consulting Group, Inc.		Engineer's Project No.:		NE3DAV							
Contractor:		BRB Contractors, Inc.		Contractor's Project No.:									
Project:		David City Wastewater Treatment Facility Improvements											
Contract:		David City Wastewater Treatment Facility Improvements											
Application No.:		24		Application Period:		01/28/26 to 02/24/26							
A	B	C	D	E	F	G	H	I					
Item No.	Description	Scheduled Value (\$)	(D + E) From Previous Application (\$)	Work Completed This Period (\$)	Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)					
70	New Building Walls and Roof	\$ 270,000.00	257,259.00			257,259.00	95%	12,741.00					
71	Doors & Windows	\$ 40,000.00	40,000.00			40,000.00	100%	-					
72	Painting Work	\$ 30,000.00	-			-	0%	30,000.00					
73	Electrical Work	\$ 75,000.00	22,000.00		10,000.00	32,000.00	43%	43,000.00					
74	DEMOL EXISTING HEADWORKS BUILDING												
	Demolition of Existing Building Complete	\$ 30,000.00	-			-	0%	30,000.00					
	CLOSEOUT												
75	Site Grading	\$ 25,000.00	-			-	0%	25,000.00					
76	SBR/Storage Building Sidewalks	\$ 25,000.00	-			-	0%	25,000.00					
77	Concrete Paving	\$ 20,000.00	-			-	0%	20,000.00					
78	Seeding & Mulch	\$ 15,000.00	-			-	0%	15,000.00					
79	Crushed Rock Surfacing Roads	\$ 80,000.00	-			-	0%	80,000.00					
80	Fence & Gate System	\$ 30,000.00	-			-	0%	30,000.00					
		Original Contract Totals	\$ 16,882,000.00	\$ 1,424,819.08	\$ 382,442.92	\$ 1,159,687.98	94%	\$ 1,095,050.02					

Stored Materials Summary

Owner: City of David City
 Engineer: JEO Consulting Group, Inc.
 Contractor: BRB Contractors, Inc.
 Project: David City Wastewater Treatment Facility Improvements
 Contract: David City Wastewater Treatment Facility Improvements

Contractor's Application for Payment
 Owner's Project No.:
 Engineer's Project No.:
 Contractor's Project No.:
 25 11004 00
 WESCALV

Application No.: 24		Application Period: From 01/28/26 to 02/24/26		Application Date: 02/24/26								
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (08 + H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J + K) (\$)	Materials Remaining in Storage (I - L) (\$)
	105796-1		Auto Aerobics Down Payment			261,353.50		261,353.50	261,353.50		261,353.50	-
	5002457578		Rebar			19,091.30		19,091.30	19,091.30		19,091.30	-
	50024519555		Rebar			28,359.32		28,359.32	28,359.32		28,359.32	-
	50026141902		Rebar			26,753.09		26,753.09	26,753.09		26,753.09	-
	5002617072		Rebar			29,743.20		29,743.20	29,743.20		29,743.20	-
	50026147071		Rebar			29,743.20		29,743.20	29,743.20		29,743.20	-
	5002614832		Rebar			29,743.20		29,743.20	29,743.20		29,743.20	-
	50026127187		Rebar			22,299.72		22,299.72	22,299.72		22,299.72	-
	50026301876		Rebar			30,345.37		30,345.37	30,345.37		30,345.37	-
	0753219-1		polyprop			1,964.40		1,964.40	1,964.40		1,964.40	-
	753226		polywrap			420.00		420.00	420.00		420.00	-
	753219		polyprop			3,170.72		3,170.72	3,170.72		3,170.72	-
	27693		IME Shop Drawings			6,675.00		6,675.00	6,675.00		6,675.00	-
	50026145841		Rebar			17,736.06		17,736.06	17,736.06		17,736.06	-
	50026367581		Rebar			26,960.24		26,960.24	26,960.24		26,960.24	-
	5002637203		Rebar			26,014.37		26,014.37	26,014.37		26,014.37	-
	50026192138		Rebar			18,469.82		18,469.82	18,469.82		18,469.82	-
	9420		SBR Wall Valves			76,643.95		76,643.95	76,643.95		76,643.95	-
	755902		Ductile Iron Pipe			18,451.18		18,451.18	18,451.18		18,451.18	-
	755172		Project Manager			15,132.60		15,132.60	15,132.60		15,132.60	-
	50026948471		Rebar			650.00		650.00	650.00		650.00	-
	50026993511		Rebar			5,675.00		5,675.00	5,675.00		5,675.00	-
	50026904462		Rebar			2,179.06		2,179.06	2,179.06		2,179.06	-
	305795-2		CONCRETE Expansion Joints			5,892.80		5,892.80	5,892.80		5,892.80	-
	0754281-2		Aqua Aerobics - Second Payment			522,707.00		522,707.00	522,707.00		522,707.00	-
	0756281-1		Ductile Iron Pipe and Accessories			1,975.74		1,975.74	1,975.74		1,975.74	-
	0756281-1		Ductile Iron Pipe and Accessories			10,440.99		10,440.99	10,440.99		10,440.99	-
	757813		24" PVC Pipe			83,203.12		83,203.12	-		-	83,203.12
	0759902-1		Ductile Iron Pipe and Accessories			21,275.08		21,275.08	21,275.08		21,275.08	-
	757189		Ductile Iron Pipe and Accessories			622.71		622.71	622.71		622.71	-
	755873		Ductile Iron Pipe and Accessories			22,446.17		22,446.17	22,446.17		22,446.17	-
	756281		Ductile Iron Pipe and Accessories			5,056.44		5,056.44	5,056.44		5,056.44	-
	94511		Butterfly Valves and Accessories			128,612.31		128,612.31	128,612.31		128,612.31	-
	94275		Air Release Valves			7,809.31		7,809.31	-		-	7,809.31
	27920		IME Shop Drawings			20,025.00		20,025.00	20,025.00		20,025.00	-
	0174120-0		Hoists and Crane Equipment			30,750.00		30,750.00	30,750.00		30,750.00	-
	0756281-3		Ductile Iron Pipe and Accessories			3,181.29		3,181.29	3,181.29		3,181.29	-
	2022-113		Electrical Stored Materials			36,632.43		36,632.43	36,632.43		36,632.43	-
	756984		Ductile Iron Potassium Pipe			184,357.08		184,357.08	184,357.08		184,357.08	-
	94713		Valves			116,428.37		116,428.37	116,428.37		116,428.37	-
	0755002-2		Ductile Iron Pipe			23,676.17		23,676.17	23,676.17		23,676.17	-
	56027965312		Rebar			27,202.03		27,202.03	27,202.03		27,202.03	-
	50027701608		Rebar			2,573.98		2,573.98	2,573.98		2,573.98	-
	50027633563		Rebar			34,510.75		34,510.75	34,510.75		34,510.75	-
	50027614807		Rebar			20,282.00		20,282.00	20,282.00		20,282.00	-
	56073		Gates/Valves/Flumes			10,622.32		10,622.32	10,622.32		10,622.32	-
	6794804-2		Gates/Valves/Flumes			335,104.83		335,104.83	335,104.83		335,104.83	-
	0759484-1		Ductile Iron Pipe			89,945.26		89,945.26	89,945.26		89,945.26	-
	760997		Ductile Iron Pipe			48,516.80		48,516.80	48,516.80		48,516.80	-
			Ductile Iron Pipe			30,341.68		30,341.68	30,341.68		30,341.68	-

Stored Materials Summary

Owner: City of David City
 Engineer: JED Consulting Group, Inc.
 Contractor: BBK Contractors, Inc.
 Project: David City Wastewater Treatment Facility Improvements
 Contract: David City Wastewater Treatment Facility Improvements

Contractor's Application for Payment

Owner's Project No.: 251004.00
 Engineer's Project No.: MFD04V
 Contractor's Project No.:

A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	Application Period: From 01/28/26 to 02/24/26			Application Date: 02/24/26			Application Date: 02/24/26		
				E Storage Location	F Application No. When Materials Placed in Storage	G Previous Amount Stored (\$)	H Materials Stored Amount Stored this Period (\$)	I Amount Stored to Date (G + H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J + K) (\$)	M Materials Remaining in Storage (L - J) (\$)
	8058653-03		Electrical Stored Materials			1,335.00		1,335.00	1,337.00		1,335.00	
	8072508-04		Electrical Stored Materials			373.10		373.10	373.10		373.10	
	8694471-00		Electrical Stored Materials			266.93		266.93	266.93		266.93	
	8002906-00		Electrical Stored Materials			2,328.26		2,328.26	2,328.26		2,328.26	
	803418-00		Electrical Stored Materials			12,514.95		12,514.95	12,514.95		12,514.95	
	8792		Cent Pump			23,395.00		23,395.00	23,395.00		23,395.00	
	20452		Handrail			12,300.00		12,300.00	12,300.00		12,300.00	
	568		VAVC Air Conditioners			16,920.00		16,920.00	16,920.00		16,920.00	
	0705117-7		Pipe and Fittings			2,528.22		2,528.22	2,528.22		2,528.22	
	766417		Piping System/Valves			3,112.76		3,112.76	3,112.76		3,112.76	
	776080		Pipe and Fittings			4,184.11		4,184.11	4,184.11		4,184.11	
	785179		Pipe and Fittings			31,970.78		31,970.78	31,970.78		31,970.78	
	0057750-IN		Sand/Oil Trap			10,900.00		10,900.00	10,900.00		10,900.00	
	20078		Ladders			8,250.00		8,250.00	8,250.00		8,250.00	
	708415		Pipe and Fittings			17,343.56		17,343.56	17,343.56		17,343.56	
	1045080		Aqua Aerobics SBR Equipment			254,849.56		254,849.56	254,849.56		254,849.56	
	1046002		Aqua Aerobics SBR Equipment			703,753.84		703,753.84	703,753.84		703,753.84	
	24105-18870		Box Screen			127,871.00		127,871.00	127,871.00		127,871.00	
	02775-00		Generator			82,168.00		82,168.00	82,168.00		82,168.00	
	8051769-03		Electrical Stored Materials			12,200.28		12,200.28	12,200.28		12,200.28	
	1046371		Aqua Aerobics SBR Equipment			56,029.84		56,029.84	56,029.84		56,029.84	
	440039		Precast Manholes			6,829.90		6,829.90	6,829.90		6,829.90	
	448105		Precast Manholes			6,307.96		6,307.96	6,307.96		6,307.96	
	1046708		Aqua Aerobic Equipment			416,948.92		416,948.92	416,948.92		416,948.92	
	1046711		Aqua Aerobic Equipment			4,266.73		4,266.73	4,266.73		4,266.73	
	706940		Pipe and Fittings			10,912.50		10,912.50	10,912.50		10,912.50	
	777143		Pipe and Fittings			9,168.08		9,168.08	9,168.08		9,168.08	
	50030735331		Blower Room Hebar			4,203.29		4,203.29	4,203.29		4,203.29	
	50113091		Doors and Frames			30,000.00		30,000.00	30,000.00		30,000.00	
	1047062		Aqua Aerobic Equipment			75,103.16		75,103.16	75,103.16		75,103.16	
	12887		Retreatment/High Equipment			55,490.40		55,490.40	55,490.40		55,490.40	
	97508		Slide Gates			277,150.52		277,150.52	277,150.52		277,150.52	
	773569		Ductile Iron Pipe and Fittings (SBR)			33,415.07		33,415.07	33,415.07		33,415.07	
	773526		Ductile Iron Pipe and Fittings (Blower)			7,835.01		7,835.01	7,835.01		7,835.01	
	0777509-1		Ductile Iron Pipe and Fittings (SBR)			17,352.34		17,352.34	17,352.34		17,352.34	
	30706		Misc: Steel			81,606.00		81,606.00	81,606.00		81,606.00	
	11744		Meter Control Cabinets and Drives			438,753.00		438,753.00	438,753.00		438,753.00	
	97802		Slide Gate Actuator			22,576.82		22,576.82	22,576.82		22,576.82	
	97946		Grit Removal System			227,316.00		227,316.00	227,316.00		227,316.00	
	781379		Ductile Iron Pipe and Fittings			6,995.20		6,995.20	6,995.20		6,995.20	
	0779486-1		Ductile Iron Pipe and Fittings			5,131.29		5,131.29	5,131.29		5,131.29	
	0799486-2		Ductile Iron Pipe and Fittings			93,081.78		93,081.78	93,081.78		93,081.78	
	0777509-2		Ductile Iron Pipe and Fittings			11,821.88		11,821.88	11,821.88		11,821.88	
	780219		16" SBR Pipe			4,492.31		4,492.31	4,492.31		4,492.31	
	1H108191		Doors and Frames			16,637.14		16,637.14	16,637.14		16,637.14	
	133719		Headworks Trusses (Partial)			4,925.00		4,925.00	4,925.00		4,925.00	
	781551		Ductile Iron Pipe and Fittings			12,310.45		12,310.45	12,310.45		12,310.45	
	0785412-1		Ductile Iron Fittings (Hawes)			9,229.73		9,229.73	9,229.73		9,229.73	
	0793895-2		Ductile Iron Fittings (SBR)			30,196.48		30,196.48	30,196.48		30,196.48	
						7,068,288.03		7,068,288.03	7,068,288.03		7,068,288.03	
									90,440.83		90,440.83	
											5,792,953.74	
												5,894,403.57
												1,173,884.46

Ethan Joy, JEO Consulting Group, presented information on installing a lift station at Tallow Acres, which would be needed to provide sewer service to the E & H Tallow business within city limits, a responsibility of the city. Ethan Joy provided a summary of the lift station information and understanding that we have 90 days to provide Tallow Acres with a lift station.

Council Member Kevin Woita made a motion to approve installing an E-One lift station for Tallow Acres. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0



825 SW Ordance Rd
Ankeny, IA 50023
Email: ryant@iowapumpworks.com

P: 855-228-6383
F: 866-961-5085
C: 515-823-6796

Date:

Project: WH483-92 BASIN

Engineer:

To:

- (3) Wet Well 240V Model, 12' Core Cable, 72-inch hose, 32 Ft Supply Cable, SS Slide Face
- (1) E/One WH484-92 Station, 486 Gallon Capacity, 1, 4 in. DWV (SCH40) Grommet 180 Degrees from Discharge - Factory Installed, Standard Discharge (Quad Manifold, 3 Pump System, Plug Open Port)
- (1) E/One Duplex Sentry Protect Plus Panel, 240V, 10x12 FRP Enclosure w/Dead front w/Sentry Advisor Monitoring
- (1) E/One Simplex Sentry Protect Plus Panel, 240V, 10x12 FRP Enclosure w/Dead front w/Sentry Advisor
- (1) E/One 1 1/4" SS Lateral Kit, Curb Stop Assembly, Female NPT Each End, No Fittings
- (1) CURB BOX 3.5'-4.5', IRON
- (1) E/ONE INSULATION DISC
- (1) Quad Manifold

Total Quote, freight NOT included:

\$23,959.92

Startup:

NOT INCLUDED

Estimated Lead Time:

7-8 Weeks

Quote Valid:

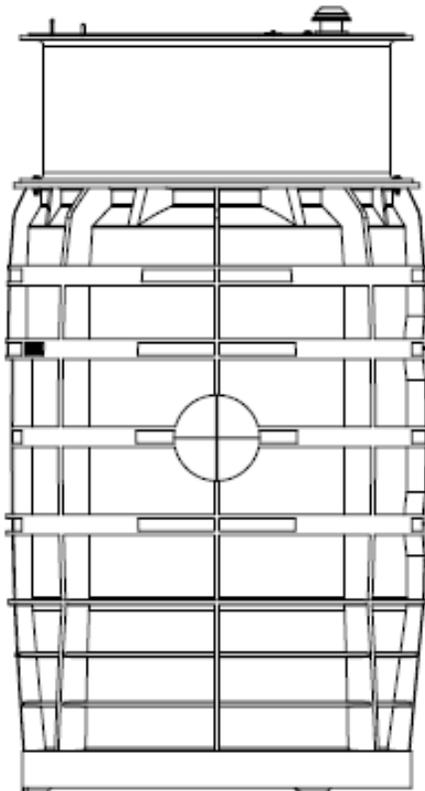
10 Days

Anything not specifically quoted above will be by others. Thank you for your consideration. Please contact us with any questions.

Ryan Turnbull
Iowa Pump Works
515-823-6796 / ryant@iowapumpworks.com
Cc: Scott Swenson



WH483/WR483



General Features

The model WH483 or WR483 grinder pump station is a complete unit that includes: three grinder pumps, check valve, polyethylene tank, controls, and alarm panel. Designed for higher flow applications where local codes dictate higher storage requirements. The lower portion of the tank has a smaller diameter, tapered down to a dish-shaped bottom. The large tank access opening easily accommodates installation of the grinder pumps and equipment.

- Rated for flows of 5000 gpd (18,927 lpd)
- 486 gallons (1840 liters) of capacity
- Standard outdoor heights range from 75 inches to 122 inches

The WH483 is the "hardwired," or "wired," model where a cable connects the motor controls to the level controls through watertight penetrations.

The WR483 is the "radio frequency identification" (RFID), or "wireless," model that uses wireless technology to communicate between the level controls and the motor controls.

Operational Information

Motor

1 hp, 1,725 rpm, high torque, capacitor start, thermally protected, 120/240V, 60 Hz, 1 phase

Inlet Connections

4-inch inlet grommet standard for DWV pipe. Other inlet configurations available from the factory.

Discharge Connections

Pump discharge terminates in 1.25-inch NPT female thread. Can easily be adapted to 1.25-inch PVC pipe or any other material required by local codes.

Discharge

- 15 gpm at 0 psig (0.95 lps at 0 m)
- 11 gpm at 40 psig (0.69 lps at 28 m)
- 7.8 gpm at 80 psig (0.49 lps at 56 m)

Accessories

E/One requires that the Uni-Lateral, E/One's own stainless steel check valve, be installed between the grinder pump station and the street main for added protection against backflow.

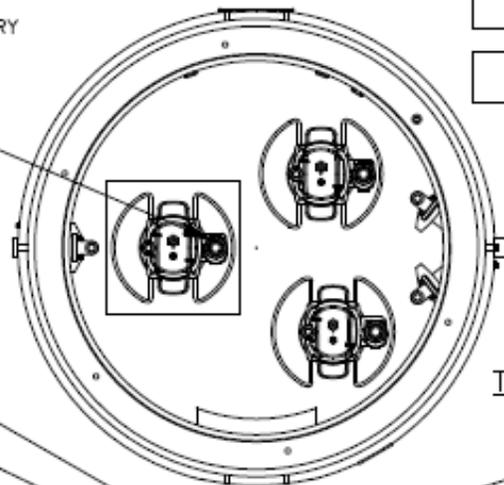
Alarm panels are available with a variety of options, from basic monitoring to advanced notice of service requirements.

The Remote Sentry is ideal for installations where the alarm panel may be hidden from view.

STATION USES 1 DUPLEX MOD T260
ALARM PANEL AND 1 SIMPLEX SENTRY
ALARM PANEL

WH483 (HARD WIRED
LEVEL CONTROLS)
 WR483 (WIRELESS
LEVEL CONTROLS)

COMBINATION CHECK
VALVE / ANTI-SIPHON
VALVE FLAPPER TYPE
(NORYL)



TOP VIEW W/LID NOT SHOWN

E/ONE EQUALIZER

1/3-2/3 SPLIT COVER
W/HANDLE &
PADLOCK STAPLE
(ALUMINUM)

MUSHROOM VENT

ELECTRICAL QUICK
DISCONNECT (EQD)
NEMA 6P

TANK ACCESSWAY SECTION
(FIBERGLASS)

POWER/ALARM CABLE
(6 CONDUCTOR)
DIRECT BURY

POLYETHYLENE
MOLDED TANK
486 GAL (1840 L)

CABLE CONNECTOR

BULKHEAD FITTING

QUICK DISCONNECT
ASSEMBLY,
PVC SLIDE FACE

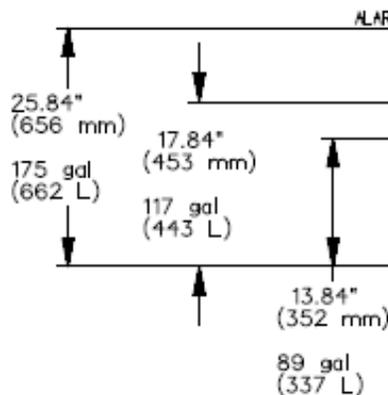
NYLON LIFTING HARNESS

DISCHARGE WYE MANIFOLD
(SS) (X2)

DISCHARGE FTG
1-1/4" FEMALE
NPT, SS (X2)

INLET, EPDM GROMMET
TO ACCEPT 4.50" (114 mm)
O.D. PVC PIPE (STANDARD).
DUST COVER SUPPLIED
FOR SHIPMENT (NOT
SUITABLE FOR BURIAL)

1-1/4" (32 mm) FLEXIBLE
DISCHARGE HOSE



BACK-UP PUMP, ON A 4" (102 mm)
PEDESTAL (PROVIDED BY OTHERS)

SEMI-POSITIVE DISPLACEMENT TYPE PUMP
DIRECTLY DRIVEN BY A 1 HP MOTOR

CONCRETE BALLAST MAY BE REQUIRED
SEE INSTALLATION INSTRUCTIONS
FOR DETAILS

NOTE: DIMENSIONS ARE FOR REFERENCE ONLY



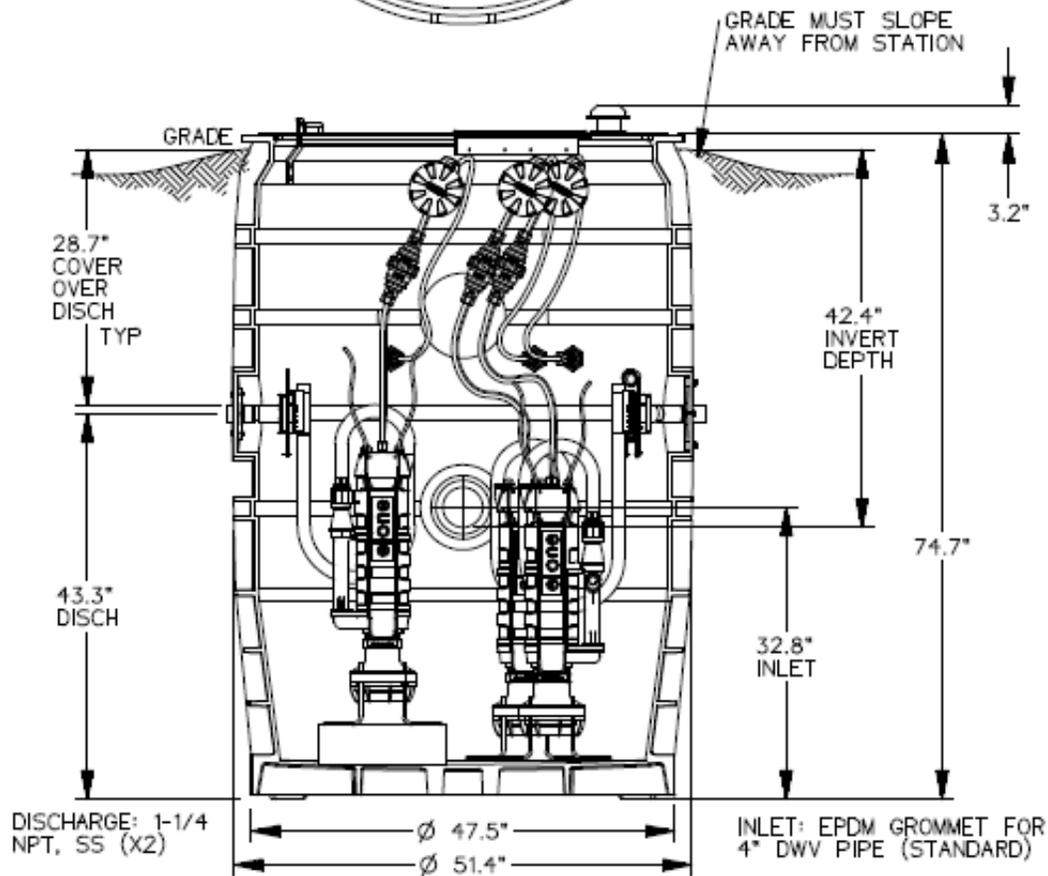
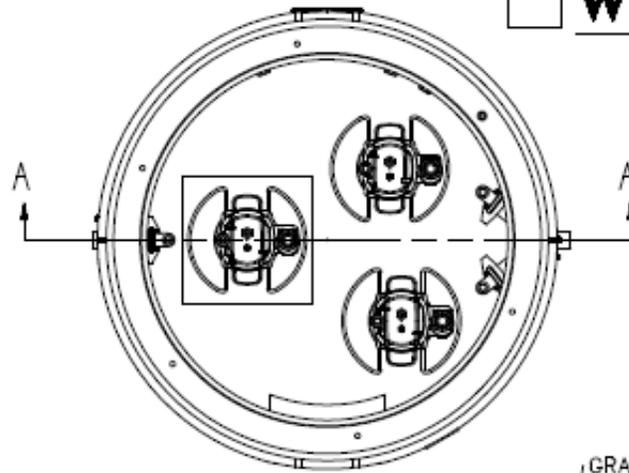
SGS	PD	12/28/10	B	1/16
DR BY	CHK'D	DATE	ISSUE	SCALE



MODEL WH483 / WR483
DETAIL SHEET, TRIPLEX

NA0214P02

- WH483-75** (HARD WIRED LEVEL CONTROLS)
- WR483-75** (WIRELESS LEVEL CONTROLS)



CONCRETE BALLAST MAY BE REQUIRED
 SEE INSTALLATION INSTRUCTIONS
 FOR DETAILS

NOTE: DIMENSIONS ARE FOR REFERENCE ONLY

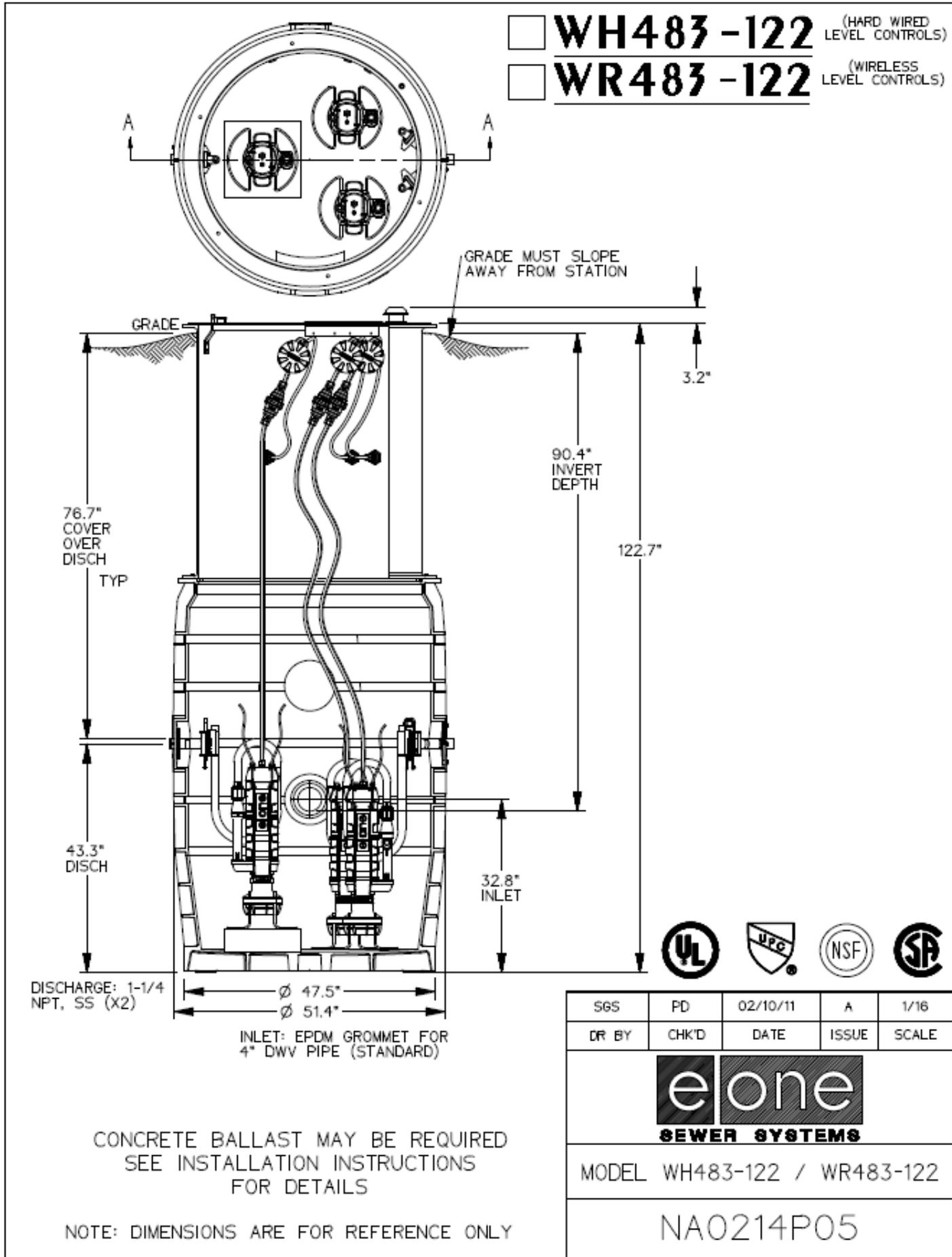
SGS	PD	06/24/10	A	1/16
DR BY	CHK'D	DATE	ISSUE	SCALE



MODEL WH483-75 / WR483-75

NA0214P03





Mayor Jessica Miller opened the public hearing at 7:59 p.m. to consider the amendments to the Zoning Ordinance No. 1504 by amending Section 2.03 Definitions by adding and updating definitions for Agriculture, Agricultural Operations, Agricultural Sales and Service, Animal Byproducts, Animal Unit, Farm, Farming, Feed Mill, Feedlot (Commercial), Livestock Feeding Operation (LFO), Poultry - Commercial Feeding Operation, Poultry Hatchery, and Rendering Plant, as well as amending Section 5.06 Land Use Categories/Matrix by adding Poultry Hatchery, Agricultural Processing and Manufacturing, Agricultural Processing of Food Products, Rendering Plant as permitted or conditional use permitted in Land Use Districts, and amending Section 5.08 TA-1 Transitional Agricultural District by removing commercial and industrial in Supplemental Setbacks.

Mayor Jessica Miller closed the public hearing at 8.01 p.m. for the consideration of amending the Zoning Ordinance No. 1504.

Council Member Keith Marvin introduced Ordinance No. 1528, amending the Zoning Ordinance No. 1504. Mayor Jessica Miller read ordinance No. 1528 by title.

Council Member Keith Marvin made a motion to suspend the statutory rule requiring an Ordinance to be read on three separate days. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council Member Keith Marvin made a motion to approve amendments to the Zoning Ordinance No. 1504 by amending section 2.03 Definitions by adding and updating definitions for Agriculture, Agricultural Operations, Agricultural Sales and Service, Animal Byproducts, Animal Unit, Farm, Farming, Feed Mill, Feedlot (Commercial), Livestock Feeding Operation (LFO), Poultry - Commercial, Feeding Operation, Poultry Hatchery, and Rendering Plant, as well as amending Section 5.06 Land Use Categories/Matrix by adding Poultry Hatchery, Agricultural Processing and Manufacturing, Agricultural Processing of Food Products, Rendering Plant as permitted or conditional use permitted in Land Use Districts, and amending Section 5.08 TA-1 Transitional Agricultural District by removing commercial and industrial in Supplemental Setbacks. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

ORDINANCE NO. 1528

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING THE ZONING ORDINANCE OF THE CITY OF DAVID CITY, NEBRASKA, TO ADD AND AMEND CERTAIN DEFINITIONS, TO ADD NEW AND AMEND EXISTING USES IN THE LAND USE MATRIX, AND TO EXEMPT COMMERCIAL AND INDUSTRIAL USES FROM CERTAIN SETBACKS WITHIN THE TA-1 TRANSITIONAL AGRICULTURE ZONING DISTRICT; REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH; AND AUTHORIZING PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

RECITALS

WHEREAS, the City of David City, Nebraska, a municipal corporation and city of the second class ("City"), passed Ordinance No. 1504 on January 22, 2025, adopting and implementing City's Zoning Ordinance (the "Zoning Ordinance");

WHEREAS, Nebraska Revised Statutes section 19-901 authorizes City to adopt and amend the Zoning Ordinance from time to time;

WHEREAS, City desires to amend the Zoning Ordinance as shown in Exhibit A, attached hereto and incorporated herein (the "Amendments"); and

WHEREAS, City deems it in City and its residents' best interest to adopt the Amendments and amend the Zoning Ordinance accordingly.

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

SECTION 1. City hereby amends the Zoning Ordinance by adopting the Amendments, as shown in Exhibit A.

SECTION 2. City hereby repeals all other ordinances, or portions thereof, passed and approved prior to the passage, approval and publication of this Ordinance in conflict herewith to the extent of the conflict thereof.

SECTION 3. The Mayor and City Clerk may execute such other documents and take such other actions as reasonably necessary and appropriate to effectuate the purposes herein.

SECTION 4. The City Clerk shall publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect following its passage, approval and publication in pamphlet form.

PASSED AND APPROVED this 11th day of March, 2026.

Jessica Miller, Mayor

ATTEST:

Lori Matchett, City Clerk

Exhibit A

The Amendments to the Zoning Ordinance

[SEE ATTACHED]

David City, Nebraska, Zoning Ordinance – Draft Amendments October 2025

Marvin Planning Consultants

Section 2.03 Definitions

AGRICULTURE shall mean the use of land to obtain a profit by raising, harvesting, and selling crops or by feeding, breeding, management, and sale of, or the produce of, livestock, poultry, fur-bearing animals, or honeybees, or for dairying and the sale of dairy products, or other similar use.

AGRICULTURAL OPERATIONS shall mean the business of farming, excluding Livestock Feeding Operations as defined, a farmstead of 20 acres or more which produces \$1,000 or more of farm products each year.

AGRICULTURAL PROCESSING AND MANUFACTURING shall mean the processing and packaging of agricultural products, after harvest, for wholesale or retail sales, except where otherwise defined.

AGRICULTURAL SALES AND SERVICE shall mean an establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, farm equipment, pesticides, and similar goods or in the provision of agriculturally related services with incidental storage on lots other than where the service is rendered. Typical uses include nurseries, hay, farm implement dealerships, feed and grain stores, and tree service firms.

ANIMAL BYPRODUCTS shall mean parts of a slaughtered animal not directly consumed by humans, such as fat, bones, and gelatin, typically processed into products for animal feed, fertilizer, or industrial uses.

ANIMAL UNIT shall mean a calculation which converts animals of different species or sizes into equivalent units. any farming operation or the feeding, farrowing, or raising cattle, swine, sheep, poultry, or other livestock, in a confined area where grazing is not possible, and where the confined area is for more than 6 months in any one calendar year, and where the number of animals so maintained exceeds 300 Animal Units as defined below. The confined area of the Livestock Feeding Operation (LFO) shall include the pens, corals, sheds, buildings, feed storage areas, waste disposal ponds, and related facilities. Such facilities shall be constructed and operated in conformance with applicable county, state, and federal regulations. Two or more LFO's under common ownership are deemed to be a single LFO if they are adjacent to each other or if they utilize a common area of system for the disposal of livestock waste.

Animal Units (A.U.) are defined as follows:

FARM shall mean an area containing at least 20 acres or more in agricultural use for growing or storage of products such as vegetables, fruit, and grain, as well as for the raising thereon of the farm poultry and farm animals, and which produces \$1,000 or more per year of farms products raised on the premises, in accordance with §23-114.03 Nebraska Revised Statutes. ~~The term farming includes the operation of such area for one or more of the above uses with the necessary accessory uses for treating or storing the produce and the feeding of livestock as hereinafter prescribed provided such accessory uses do not include the feeding of garbage or offal to swine or other animals.~~

FARMING shall mean the planting, cultivating, harvesting and storage of grains, hay or plants commonly grown in Nebraska with the necessary accessory uses for treating or storing the produce and the feeding of livestock as prescribed hereunder, provided such accessory uses do not include the feeding of garbage or offal to swine or other animals.

FEED MILL shall mean a facility or establishment primarily engaged in the grinding, mixing, processing, and/or manufacturing of animal feed or feed ingredients for wholesale or retail distribution; and may include storage of bulk grains, additives, and other agricultural inputs necessary for producing finished feed products.

FEEDLOT, COMMERCIAL shall mean a lot or building or combination of lots and buildings intended to be used for the confined feeding, breeding, raising or holding of animals and specifically designed as a confinement area in which manure may accumulate, or where the concentration of animals is such that a vegetation cover cannot be maintained in the enclosure. This definition does not include the pasturing of livestock. See also *Livestock Feeding Operation*.

LIVESTOCK FEEDING OPERATION (LFO): Any agricultural or farming operation in a confined area where grazing is not possible, and where the confined area is for more than six months in any one calendar year, and where the number of animals so maintained exceeds 300 Animal Units as defined below.

The confined area of the LFO shall include the pens, corrals, sheds, buildings, feed storage areas, waste disposal ponds, and related facilities. Such facilities shall be constructed and operated in conformance with applicable county, state, and federal regulations.

Two or more LFO's under common ownership are deemed to be a single LFO if they are adjacent to each other and utilize a common area of system for the disposal of livestock wastes.

Each operation type shall be classified in one of four levels according to total number of A.U. in the operation at any one time. Levels will include:

- Class I Facility = 301-1,000 animal units;
- Class II Facility = 1,001-2,500 animal units;
- Class III Facility = 2,501-5,000 animal units;
- Class IV Facility = 5,001-10,000 animal units;
- Class V Facility = 10,001 or more animal units.

LFOs having more than one type of feeding operation at one location shall be categorized according to the total number of animal units. A farm with 300 animal units or less is considered strictly an Agricultural operation.

POULTRY COMMERCIAL FEEDING OPERATION shall mean a type of commercial Livestock Feeding Operation (LFO) agricultural feed lot for poultry, whether confined feeding operations are enclosed or outdoors. A Hatchery may be accessory to a Poultry Commercial Feeding Operation or may be a principal use as defined.

POULTRY HATCHERY shall mean a facility engaged in the incubation of fertilized poultry eggs and the management, hatching, and initial care of poultry chicks before their distribution to growers, farms, or production facilities. May include egg handling, cleaning, incubation, brooding, and temporary chick holding areas, but does not include long-term raising or slaughter of birds on-site.

RENDERING PLANT shall mean a facility engaged in the processing of animal tissues and byproducts to extract, purify, and package animal byproducts; typical processes include the mechanical and thermal breakdown of raw animal material and/or fat extraction for commercial and industrial use.

Section 5.06 Land Use Categories/Matrix

		E = Exempt from Permits P = Permitted C = Conditional Use Permit T = Temporary "-" = not permitted Overlay District and Floodplain regulations shall also be met.											
Use Category	Use Type	Land Use District											Additional Requirements
		TA-1	RE	R-1	R-2	R-3	RM	DC	CC	FLEX	H-1	H-2	
Agriculture & Horticulture Uses	Agricultural buildings for general ag use	P	P	-	-	-	-	-	-	P	P	P	
	Agricultural operations, other than LFOs	E	E	E	-	-	-	-	-	E	E	E	
	Class I or larger Livestock Feeding Operation (LFO)	-	-	-	-	-	-	-	-	-	-	C	Section 9.25
	Community Gardens	E	E	E	E	E	C	E	E	E	E	E	
	Conservation Easement	C	C	C	C	C	C	C	C	C	C	C	Section 9.19
	Cover Crops	E	E	C	C	-	-	-	-	E	E	E	Section 9.25
	Crop Production	E	E	E	-	-	-	-	-	E	E	E	
	Horses and other non-commercial livestock on residential lots	E	E	C	-	-	-	-	-	E	-	-	Section 9.25
	Irrigation facilities	P	P	P	-	-	-	-	-	P	P	P	
	Livestock for educational purposes as a Secondary use	E	E	E	-	-	-	-	-	E	E	E	Section 9.25
	Livestock sales	C	-	-	-	-	-	-	-	-	C	P	
	Poultry Hatchery	P	-	-	-	-	-	-	-	-	-	P	
	Stockpiling of dead livestock, manure, or sludge	C	-	-	-	-	-	-	-	-	-	-	
	Tree farms and forestry	E	E	-	-	-	-	-	-	-	E	E	
Vineyard	E	E	-	-	-	-	-	-	-	E	E		
Agricultural Sales & Service	Agricultural chemicals, fertilizer, anhydrous ammonia-storage & distribution for commercial use.	C	-	-	-	-	-	-	-	C	C	C	
	Agricultural chemicals, fertilizer, anhydrous ammonia-storage & distribution for on-farm use.	E	-	-	-	-	-	-	-	E	E	E	
	Agricultural Cooperative Production/Distribution Facility	C								C	C	C	Section 9.05
	Agricultural feed mixing and blending (feed mill) and grain handling operations (retail/wholesale)	C	-	-	-	-	-	-	C	C	C	P	
	Agricultural implement & vehicle sales and service	C	-	-	-	-	-	-	C	P	P	P	
	Agricultural research farm	P	-	-	-	-	-	-	-	C	P	P	
	Agricultural seed sales (retail/wholesale)	P	-	-	-	-	-	-	C	C	P	P	
	Equestrian centers and stables	C	-	-	-	-	-	-	-	-	C	C	Section 9.25
	Fertilizer Transmission Line	C	-	-	-	-	-	-	-	-	C	C	
	Winery	C	C	-	-	-	-	-	-	C	C	C	

Section 5.08 TA-1 Transitional Agriculture District

5.08.07 Supplemental Setbacks

1. The following uses shall be a minimum of 2,640 feet (1/2-mile) from any residential, ~~commercial, industrial,~~ or public use, as measured from the nearest point on the lot line.
 - A. Commercial auction yards or barns.
 - B. Commercial production and husbandry of poultry, fish, and small animals.
 - C. Commercial feedlots.
 - D. Mining and extraction of natural resources.
 - E. Feed mills.
 - F. Auto wrecking yards, junk yards, salvage yards, and scrap processing yards.
 - G. Storage and distribution of anhydrous ammonia, fuel, fertilizer, and other chemicals.
2. No new residential, ~~commercial, industrial,~~ or public use shall be located nearer than 2,640 feet (1/2-mile) to any existing use listed in Section 5.08.07(1) above (reciprocal setback).

Section 5.09 RE Residential Estates

5.09.07 Supplemental Setbacks

1. The following uses shall be a minimum of 2,640 feet (1/2-mile) from any residential, commercial, industrial, or public use, as measured from the nearest point on the lot line.
 - A. Commercial auction yards or barns.
 - B. Commercial production and husbandry of poultry, fish, and small animals.
 - C. Commercial feedlots.
 - D. Mining and extraction of natural resources.
 - E. Feed mills.
 - F. Auto wrecking yards, junk yards, salvage yards, and scrap processing yards.
 - G. Storage and distribution of anhydrous ammonia, fuel, fertilizer, and other chemicals.
2. No new residential, commercial, industrial, or public use shall be located nearer than 2,640 feet (1/2-mile) to any existing use listed in Section 5.08.07(1) above (reciprocal setback).

Council Member Keith Marvin made a motion to approve joining The Interlocal Purchasing System (TIPS). Council Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

Council Member Bruce Meysenburg made a motion to approve the mayor to sign amendments to the Michael Foods agreement, including the termination of the existing usage agreement, the assignment of capacity, and the guarantee of remaining capital improvements. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

The Law Enforcement Committee met on Tuesday evening to discuss the current contract. Right now, the contract is set to expire on March 24, 2026. After discussion with the Law Enforcement Committee, an extension to the current Mutual Aid Interlocal Agreement with Butler County has been brought to the Council for an additional six

City Council Proceedings

March 11, 2026

Page # 47

months, with discussions on compensation, documentation for legal purposes, and ensuring proper documentation and legal consideration are made on mutual aid calls. The plan is to revisit the Interlocal Agreement in the next few months, based on statistics and compensation needs.

Council Member Bruce Meysenburg made a motion to approve extending the current Mutual Aid Interlocal Cooperation Agreement with Butler County for an additional six months. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

Council Member Rick Holland made a motion to adjourn at 8:16 p.m. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

CERTIFICATION OF MINUTES

March 11, 2026

I, Lori Matchett, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of March 11, 2026; 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.

Lori Matchett, City Clerk

REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.



NAME: Trevin Jahde

ADDRESS: ~~326~~ 1087 N 6th St. David City,

TELEPHONE #: 402-641-8781 (Tiffany - mom).

EMAIL ADDRESS: _____

DATE OF REQUEST: March 25, 2026

DESCRIPTION: get approval Eagle Scout project
fixing shed @ ball field. under Will Reiter +
Greg Jahde supervision.

Deadline for City Council Agenda Items is six (6) days prior to the next meeting. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled meeting.

OFFICE USE ONLY

Request Forwarded to City Staff Forwarded to: _____ Date Completed: _____

Action Taken: _____

Request Scheduled for City Council Meeting Date of Meeting: March 25, 2026

INTERLOCAL AGREEMENT #2
FOR COOPERATIVE PUBLIC SAFETY SOFTWARE, HARDWARE, AND RELATED
SERVICES BY AND AMONG
THE COUNTIES OF BUTLER, SALINE, SEWARD, YORK, AND FILLMORE
AND THE CITIES OF MILFORD, YORK, SEWARD, CRETE, AND DAVID CITY

THIS AGREEMENT made and entered by and between the Counties of Butler, Saline, Seward, York, and Fillmore and the participating Cities of Seward, York, Milford, Crete, and David City, all being political subdivisions of the State of Nebraska, hereinafter referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS the Interlocal Cooperation Act, *Neb. Rev. Stat. §§13-801 et seq.* (Reissue 2012), permits units of local governments in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities;

WHEREAS, *Neb. Rev. Stat. §13-801* provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform;

WHEREAS, as used herein, the term "Party" shall refer to the binding governing authority of a political subdivision, generally a County Board of Commissioners, County Board of Supervisors, or City Council. The term "agency" shall refer to an individual department or division falling under the authority and control of a Party. Collectively, "Parties" and "agencies" shall be referred to as "participants";

WHEREAS, in 2019, multiple agencies in the State of Nebraska wished to collaborate in a joint law enforcement case management system;

WHEREAS, the law enforcement case management system was submitted for sealed bids through a legal Request for Proposals (herein "RFP") pursuant to Nebraska State Statute, and the most cost-efficient case management system that met the requirements of the RFP was Zuercher Technologies LLC;

WHEREAS, TriTech offered qualifying member agencies access to IQ Search and CrimeMapping.com limited services as part of the Zuercher Suite Package;

WHEREAS, the cost of the joint law enforcement case management system contract price provided by Zuercher Technologies LLC (now CentralSquare, hereinafter "CentralSquare") was cost prohibitive if purchased by one individual agency but cost effective if purchased and maintained as a joint endeavor;

WHEREAS, the original agencies desired to enter into an interlocal agreement to clarify the obligations of the Parties to the interlocal agreement;

WHEREAS, an interlocal agreement was fully executed on January 14, 2020 creating a joint law enforcement case management system consisting of the following Parties: Seward County (agencies: Seward County Sheriff, Seward County 911, and Seward County Attorney), the City of Seward (agency: Seward Police Department), Saline County (agency: Saline County Sheriff), Butler County (agency: Butler County Sheriff), York County (agencies: York County Sheriff and York County 911), and the City of York (agency: York Police Department), collectively "Founding Parties";

WHEREAS, the Founding Parties agreed that the Seward County 911 Communications Center would be the hosting agency and production site;

WHEREAS, the implementation cost was borne by the Founding Parties on a pro-rata basis;

WHEREAS the City of Milford (agency: Milford Police Department) was added by Addendum #1 executed on or about January 17, 2023;

WHEREAS the City of David City (agency: David City Police Department), the City of Crete (agency: Crete Police Department), and Butler County (additional agency: Butler County 911) were added by Addendum #2, executed on or about June 30, 2025;

WHEREAS, Fillmore County desires to enter into this Interlocal Agreement for the benefit of its agency, the Fillmore County Sheriff's Office, as an additional party and be bound to the conditions contained herein;

WHEREAS, the Parties agree that Fillmore County may be added as an additional party to the CentralSquare Interlocal Agreement, effective upon full execution of this Agreement;

WHEREAS the City of Milford, the City of David City, the City of Crete, Butler County, and Fillmore County each subsequently entered into a Service Agreement with Central Square ("Service Agreements") which sets out the terms of service and, *inter alia*, states that they are subject to the terms and requirements of the CentralSquare Software License and Service Agreement (herein "Master Agreement") entered into by the County of Seward, Nebraska on March 19, 2019; and

WHEREAS the Parties desire to continue the joint law enforcement case management system consisting of the following Parties:

- Seward County (agencies: Seward County Sheriff, Seward County E911, and Seward County Attorney)
- City of Seward (agency: Seward Police Department)
- Saline County (agency: Saline County Sheriff)
- Butler County (Butler County Sheriff and Butler County 911)
- City of Milford (agency: Milford Police Department)
- York County (agencies: York County Sheriff and York County 911)
- City of York (agency: York Police Department)
- City of David City (agency: David City Police Department)
- City of Crete (agency: Crete Police Department)
- Fillmore County (agency: Fillmore County Sheriff)

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the Parties hereto:

1. **PURPOSE.** To maintain a joint system for the purpose of providing public safety software, hardware, and related services to be provided through/by CentralSquare, and mutual access and payment arrangements between the Parties.
2. **TERM.** This agreement shall be valid upon execution by all parties and shall have a term of five years, commencing June 1, 2026.
3. **MASTER AGREEMENT.** All Parties are subject to the terms and requirements of the CentralSquare Software License and Service Agreement entered into by the County of Seward, Nebraska on March 19, 2019. The Master Agreement, including all Exhibits and Schedules, and all

subsequent amendments thereto, are hereby made part of this Interlocal Agreement as Exhibit "A" and incorporated herein by reference.

4. **STATEMENT OF WORK.** Each Party will be provided software, hardware and services as outlined in the Master Agreement and/or related Service Agreements.
5. **SHARE.** Each Party will receive the quantities of the Software, Hardware and Services in the quantities specified in the Master Agreement and/or related Service Agreements.
6. **PAYMENT.** Each Party shall provide payment for their proportionate share of the software, subscriptions, hardware, services, and maintenance directly to CentralSquare.
7. **ANNUAL MAINTENANCE.** Each Party will be responsible for the payment of their proportionate share of the annual maintenance costs as provided for in the Master Agreement and/or related Service Agreements. CentralSquare will invoice each Party prior to the end of the applicable annual maintenance term. The annual maintenance fee shall increase by an amount not to exceed 5% from the prior year.
8. **INTERFACES.** All costs related to CentralSquare's implementation of the interfaces are represented in the Master Agreement and/or related Service Agreements. Any third-party costs or charges incurred related to the implementation of the interfaces will be the responsibility of the individual Party requiring the additional third-party costs or charges.
9. **DATABASE RECORDS.** No Party shall allow any other individual, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the serve or database except as provided for in CentralSquare Documentation.
10. **DATA CONVERSION.** The Master Agreement and/or related Service Agreements sets the costs and requirements for data conversion for each Party. Any additional module conversion that is required shall be at an additional cost to the individual Party requesting the additional module conversion.
11. **HARDWARE.** Each Party is responsible for the physical installation of the hardware required for operating CentralSquare Software and networking any hardware within the Party's jurisdiction. The minimum hardware requirements and proportion of payments are set forth in the Master Agreement and/or related Service Agreements.
12. **PROJECT MANAGER.** The Project Manager and main point of contact for CentralSquare is the Senior Executive Assistant of the Seward County Sheriff's Department. The Project Manager's responsibilities are set forth in the Master Agreement. At the time of execution of this Interlocal, the Project Manager is Blair Yoder;
13. **TRAINING.** Each Party is responsible for attending training and utilizing the training resources that are set forth in the Master Agreement.
14. **UPDATES.** Each Party acknowledges that software updates will be provided on an as-available basis for bug fixes and product enhancements. Updates not included are platform extensions or new functions such as new modules, components, products, or applications.

15. **GENERAL SUPPORT.** CentralSquare will provide phone and email support for the Software and will maintain a support center database to track any reported issues pursuant to the Master Agreement. SUPPORT DOES NOT INCLUDE CUSTOM PROGRAMMING OR TRAINING. Each Party will be responsible for their own IT needs and Seward County is not responsible for IT needs of the other Parties due to its role as Host Agency. CentralSquare will maintain the Server Hardware necessary to host the Software; it is expressly understood that this does not include any hardware except server hardware. Each Party shall be responsible for their own expenses for configuring, updating, and/or installing systems on the individual Party's IT network. The Host County is not responsible for extra costs by nature of being the Host Party.
16. **ACCESS.** Each Party shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations and will ensure that CentralSquare Suite servers are always directly network accessible to CentralSquare via SSH.
17. **SECURITY.** Each Party is responsible to provide all physical security and is responsible for securing their own network.
18. **MAINTENANCE AGREEMENT.** Each Party is responsible for complying with the Maintenance Agreement contained in the Master Agreement and/or their Agency's Service Agreement, to include but not limited to, providing hardware and operating systems, high speed connections, remote connectivity, firewall, and an email account for correspondence with TriTech.
19. **HOST SITE.** Seward County 911 will remain as Host Site and York County 911 will be the backup Host Site.
20. **PROJECT SYSTEM ADMINISTRATOR.** The Project System Administrator is designated as Tom Nielsen of Soarin Group. The Project System Administrator will be the primary point of contact between the parties and CentralSquare for systemwide issues and must be available at all times and possess the appropriate technology, public safety knowledge, and skills to serve as a System Administrator. This does not preclude any agency from utilizing their own local system administrator to resolve local issues, providing the Project System Administrator has verified that any local system administrator possesses the appropriate technology, public safety knowledge, and skills to serve in that capacity, including CJIS qualification.
21. **UNAUTHORIZED ACCESS.** Unauthorized access to the CentralSquare case management system must be reported to the Project System Administrator within 24 hours. The Project System Administrator shall promptly notify CentralSquare.
22. **AUTHORIZED USERS.** Each Party will assign a Client Administrator to manage end user access and passwords. Each Party shall comply with the access and password requirements for the authorized users as set forth in the Master Agreement and/or the Agency's Service Agreement. Each Party will notify the Project System Administrator of the individual Party's Client Administrator.
23. **GOOD FAITH.** Each Party will act in good faith to not breach any terms of the Master Agreement and/or related Service Agreements and adversely impact the other Parties.

24. **ASSIGNMENT.** No Party may transfer or assign their rights or obligations under this Interlocal Agreement without the express written permission of the other Parties to this Agreement.
25. **TERMINATION AND WITHDRAWAL.** Any Party or individual agency may withdraw from this Agreement and terminate its involvement at any time, with or without cause, upon providing to the non-withdrawing Parties written notice of such withdrawal given not less than sixty (60) days prior to the effective date of the withdrawal. In the event of withdrawal or termination prior to the term of this Interlocal, the withdrawing participant shall not receive a refund of any monies paid and any remaining share of the maintenance or other costs due through the term of the Agreement shall become immediately due and payable. Specifically, termination from the Agreement does not diminish the Party's obligation to pay any committed share of maintenance or other costs.

A withdrawing participant is entitled to a copy of its own criminal justice data upon request for final export of its data presented to the Steering Committee in an agreed-upon format. The withdrawing participant shall be solely responsible for all costs associated with the transition. This includes but is not limited to third-party vendor fees for data extraction, labor costs necessary to facilitate the transfer, and purchase and implementation of new software or systems for the withdrawing participant.

26. **RELATIONSHIP.** It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of one Party shall not be deemed to be employees of any other Party. Each Party shall be responsible to their respective employees for all salary and benefits. The employees of one Party shall not be entitled to any salary, wages, or benefits from any other Party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Each Party shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
27. **AMENDMENT AND MODIFICATION.** This Agreement may be amended or modified at any time by written addendum or amendment as provided herein.
28. **NO SEPARATE ENTITY.** There shall be no separate legal entity created through this Interlocal Cooperation Agreement. Said Agreement shall be jointly administered by the Project System Administrator and the Client Administrators.
29. **PROPERTY.** Any property acquired or made available by any Party to this Agreement for the purposes of this Agreement shall remain the property of the Party acquiring or making such property available and shall be disposed of by such Party as provided by law, regulation, or ordinance governing the same.
- a. Any property acquired jointly shall, upon termination, be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property. In the event any Party withdraws from this agreement, an equitable distribution of the jointly held property, or the fair market value thereof, shall be made to the withdrawing Party based upon the withdrawing Party's financial contributions toward the purchase and maintenance of any such jointly-held property.
 - b. Any property to be purchased and jointly held by the Parties, pursuant to this agreement, shall be purchased pursuant the County Purchasing Act, *Neb. Rev. Stat. §23- 31 01 et. seq.*

- c. Any surplus or unusable jointly held property shall be disposed pursuant to the rules or statutes applicable to the Party making such disposition on behalf of the Parties. The proceeds of any sale or disposition of jointly held property shall be equitably distributed among the Parties based upon the Parties financial contributions toward the purchase and maintenance of any such property.
- d. An inventory of all property jointly held, and a report on the disposition of any joint property sold, transferred or disposed of during the prior twelve months, shall be provided to the County or City Clerk or of each Party on or prior to April 1 of each year.

30. **ADDITION OF PARTIES.** Additional counties, cities, or villages may become Parties to this agreement upon an affirmative vote of the Steering Committee, subject to the written approval by the governing body of all Parties to this Agreement. It is understood that the addition of any other Party will not have a financial impact on the current Parties (positive or negative) as CentralSquare will bill the new Party directly and individually.

a. **Application to Join**

Any governmental agency seeking to become a party to this Agreement after its effective date shall submit a written request to the Host Site describing the agency, its intended use of the Law Enforcement Case Management System (“System”), and the proposed date of participation.

b. **Review and Approval**

The Project Manager shall promptly circulate the request to all existing Parties for review. At the next meeting of the Steering Committee, a vote shall be taken, and the applicant shall be approved upon receiving an affirmative vote. The new Party shall be added upon execution of an addendum to this Interlocal Agreement by the governing body of all participating Parties, subject to the requirements of this Agreement.

c. **Execution and Effective Date**

No Party shall be deemed added, nor shall the Project System Administrator activate access or services, until an addendum to this Agreement has been fully executed and the Project System Administrator has verified that the proposed agency or agencies’ hardware, software, network infrastructure, and security systems are adequate, compatible, and fully functional for participation.

- d. The Project Manager shall maintain an official list of all Parties and their agencies to this Agreement and the effective date of each Party’s participation. The Project Manager shall notify the Project System Administrator and all Parties of any additions or withdrawals.

31. **ADDITION OF AGENCIES OF EXISTING PARTIES**

An additional agency of an existing Party may be added to this Interlocal Agreement by following the procedure as outlined above for Addition of Parties.

32. STEERING COMMITTEE.

A. Composition.

A Steering Committee is established consisting of: (a) the Project Manager; (b) the Project System Administrator; and (c) one representative from each participating agency.

A county with multiple participating agencies may designate the same individual to represent one or more agencies by written notice from the head of the agency to the Project Manager confirming that the individual is authorized to act on its behalf. Each representative shall serve as the primary point of contact for that agency. Any agency added during the term of this Interlocal Agreement shall be entitled to one representative on the Steering Committee.

In addition to duties outlined in the Master Agreement, the Project Manager shall perform ministerial duties under this Agreement, including maintaining the membership roster, facilitating communications among the parties, and coordinating meetings. The Project Manager shall not vote or be counted toward a quorum unless also serving as an appointed agency representative.

The Project System Administrator shall serve in an advisory capacity only and shall not vote or be counted toward a quorum.

Steering Committee members shall serve without compensation.

B. Quorum and Voting.

A quorum consists of at least fifty-one percent (51%) of the agency representatives.

Unless otherwise provided in this Agreement, action by the Steering Committee requires the affirmative vote of at least two-thirds (2/3) of the votes cast at a meeting where a quorum is present.

C. Authority.

a. Operational Authority.

The Steering Committee is authorized to make operational, administrative, and implementation decisions necessary to carry out the purposes of this Interlocal Agreement and to oversee operation of the joint law enforcement case management system, provided such actions are consistent with this Interlocal Agreement and state and federal law.

b. Budgetary Authority.

The Steering Committee may approve expenditures and allocate shared costs in accordance with this Agreement. Costs properly approved by the Steering Committee within the scope of this Interlocal Agreement shall be allocated as provided herein.

c. Binding Effect.

Any action or expenditure approved by the Steering Committee in accordance with the quorum and voting requirements of this Agreement shall be binding upon all Parties, including those whose agency voted in opposition, abstained, or was not present. An agency's dissenting vote shall not relieve it of its obligations under this Agreement.

d. **Limitations; Amendments.**

The Steering Committee may vote to recommend amendments, modifications, additions, or other changes to this Agreement. No change shall be effective unless set forth in a written amendment or addendum executed and approved by the governing authority of each Party in accordance with *Neb. Rev. Stat. §13-807*.

e. **No Separate Legal Entity.**

The Steering Committee acts solely as an administrative body under this Agreement and does not constitute a separate legal or governmental entity.

33. **AMENDMENT OR MODIFICATION.** Any proposed amendment or modification to this Agreement must be approved by an affirmative vote of the Steering Committee, subject to approval of the written addendum or amendment by the governing authority for each Party.
34. **COSTS.** Costs incurred in the administration of, and for the benefit of, this Agreement that cannot be specifically attributed to a particular Party shall be shared equally by all Parties. Costs allocated pursuant to this Agreement constitute contractual obligations of each Party and are not contingent upon any agency's affirmative vote on a specific expenditure.
35. **NO SHARED ACCESS TO DATA.** Nothing in this Agreement shall be construed to grant any Party access to the law enforcement databases, records, or information systems of another Party. Each Party shall retain exclusive custody, control, and responsibility for its own data. The system administrator shall configure, manage, and maintain the system in a manner that prevents cross-access to Parties' data. Any exchange of information between Parties shall occur only through lawful requests or established procedures independent of this Agreement and in compliance with all applicable federal and state laws, confidentiality requirements, and data-security standards.
36. **EFFECTIVE DATE.** This agreement shall become binding upon each Party when the governing authority of that Party executes this agreement. The effective date of the agreement is June 1, 2026.
37. **INDEMNIFICATION.** Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Parties and their principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require any Party to indemnify or hold harmless any other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.
38. **DISPUTE RESOLUTION.** Any dispute arising out of or relating to this Agreement between Parties shall be reduced to writing and delivered to all other Parties. As soon as possible thereafter, the Parties' authorized representatives shall schedule a face-to-face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the commencement of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10)

business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, a Party may commence legal action against the other Party.

39. **LEGAL COMPLIANCE.** Parties to this Agreement shall conform with all existing and applicable city ordinances, county resolutions, state, local and federal laws, and all existing and applicable state and federal rules and regulations.
40. **LIABILITY.** No Party shall, by reason of this Agreement, have any liability for claims brought by third parties against the Parties other than the obligation to pay fees as provided in this Agreement.
41. **SEVERABILITY.** If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
42. **APPLICABLE LAW/ VENUE.** Nebraska law will govern the terms and performance under this Agreement. If any Party or Parties bring(s) against another Party or Parties any proceeding arising out of this Agreement, the Party or Parties may bring that proceeding against the other Party or Parties only and exclusively in the Seward County District Court in Seward, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.
43. **DRUG FREE POLICY.** The Parties agree to establish and maintain a drug free workplace policy.
44. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement, as executed, shall be maintained as part of the records of the administrative entity.
45. **AUTHORITY.** The undersigned represent that each has the authority to bind the respective public body to this Agreement and that any and all actions on the part of any governing board, committee, elected official, or officer has been taken to authorize the execution of this Agreement. The undersigned further warrant that this Agreement does not conflict with the terms of any other contract to which it is bound or any Constitution, Bylaws or other document governing the activities of the respective Parties.
46. **MISCELLANEOUS.** This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior contracts, agreements, arrangements, and understandings related to the subject matter hereof. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and assigns. The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the Parties. The opening recitals in this Agreement are incorporated into and agreed upon as terms of the Agreement.

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FOR SEWARD COUNTY

[Seward County Sheriff, Seward County Attorney, Seward County E911]

<p>Dated this ____ day of _____, 2026</p> <p>SEWARD COUNTY BOARD OF COMMISSIONERS Seward, Nebraska</p> <p>BY: _____ CHAIRPERSON</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2026</p> <p>_____ Seward County Attorney</p>
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FOR SALINE COUNTY

[Saline County Sheriff] _____

<p>Dated this ____ day of _____, 2026</p> <p>SALINE COUNTY BOARD OF COMMISSIONERS Wilber, Nebraska</p> <p>BY: _____ CHAIRPERSON</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2026</p> <p>_____ Saline County Attorney</p>
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FOR BUTLER COUNTY

[Butler County Sheriff, Butler County 911]

<p>Dated this ____ day of _____, 2026</p> <p>BUTLER COUNTY BOARD OF SUPERVISORS David City, Nebraska</p> <p>BY: _____ CHAIRPERSON</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2026</p> <p>_____ Butler County Attorney</p>
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FOR YORK COUNTY

[York County Sheriff and York County 911] _____

<p>Dated this ____ day of _____, 2026</p> <p>YORK COUNTY BOARD OF SUPERVISORS York, Nebraska</p> <p>BY: _____ CHAIRPERSON</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2026</p> <p>_____ York County Attorney</p>
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FOR THE CITY OF YORK

[York Police Department] _____

<p>Dated this ____ day of _____, 2026</p> <p>BY: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2026</p> <p>_____</p> <p>York City Attorney</p>
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FOR THE CITY OF SEWARD

[Seward Police Department] _____

<p>Dated this ____ day of _____, 2026</p> <p>BY: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2026</p> <p>_____</p> <p>Seward City Attorney</p>
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FOR THE CITY OF MILFORD

[Milford Police Department] _____

Dated this ____ day of _____, 2026 BY: _____ Name: _____ Title: _____	APPROVED AS TO FORM this ____ day of _____, 2026 _____ Milford City Attorney
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FOR THE CITY OF DAVID CITY

[David City Police Department] _____

<p>Dated this ____ day of _____, 2026</p> <p>BY: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2026</p> <p>_____</p> <p>David City, City Attorney</p>
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FOR THE CITY OF CRETE

[Crete Police Department] _____

<p>Dated this ____ day of _____, 2026</p> <p>BY: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2026</p> <p>_____</p> <p>Crete City Attorney</p>
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FOR FILLMORE COUNTY

[Fillmore County Sheriff] _____

<p>Dated this ____ day of _____, 2026</p> <p>FILLMORE COUNTY BOARD OF SUPERVISORS Geneva, Nebraska</p> <p>BY: _____ CHAIRPERSON</p>	<p>APPROVED AS TO FORM this ____ day of _____, 2026</p> <p>_____ Fillmore County Attorney</p>
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ZUERCHER

Software License and Service Agreement

County of Seward, Nebraska

Exhibit A

County of Seward, Nebraska**Zuercher Suite Contract****ZUERCHER**

This Software License and Service Agreement (this "Agreement") entered into as of this 19 day of MARCH 2019, by and between the County of Seward, Nebraska ("Customer"), having its principal place of business at 261 South 8th Street, Seward, NE 68434, and Zuercher Technologies LLC ("Zuercher"), having its principal place of business at 4509 West 58th Street, Sioux Falls, South Dakota 57108. Customer and Zuercher may also be referred to herein individually as a "Party" or collectively as the "Parties".

This Agreement details the responsibilities of Zuercher and Customer with regard to the public safety software, hardware, and related services to be provided by Zuercher under this Agreement.

Customer will be part of a joint system consisting of eight (8) agencies, including Seward County Sheriff as the hosting agency (production site), and Seward Police Department, Saline County Sheriff, Butler County Sheriff, York County Sheriff, Seward County 911, York County 911, and York Police Department. Costs for this regional system have been allocated across all five (5) agencies. Should any agency leave the joint system, additional fees, including but not limited to services and maintenance, will be allocated to the remaining agencies. In the event that any of the agencies chooses to move to a standalone system, additional fees will be required for hardware, services, and applicable Zuercher Software for that agency to be a standalone system.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement
5. Exhibit E: Community Data Platform Membership Agreement

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear in 1.0, *Exhibits and Order of Precedence*.

2.0 License

2.1 Grant of the License

In consideration of Customer's payment of the license fees set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, Zuercher hereby grants to Customer, and Customer accepts, a perpetual, non-transferable and non-exclusive license to use certain Zuercher software (the "Software") identified in *Exhibit B: Pricing Detail* only for Customer's own business purposes in object code format.

County of Seward, Nebraska

Zuercher Suite Contract

ZUERCHER

2.2 Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No Zuercher identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. Zuercher shall not be responsible in any way for Software performance if the Software has been modified, except as modified by Zuercher.

2.3 Restrictions on Usage

Customer shall not allow any party, other than Zuercher, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the Zuercher Documentation.

Customer shall not access any Server Hardware except as provided in the Zuercher Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4 Infringement

Zuercher will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the Zuercher Software of copyright or trade secrets, provided that Customer immediately notifies Zuercher in writing of such Action and cooperates fully with Zuercher and its legal counsel in the defense thereof. Zuercher may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the Zuercher Software, or (iv) modify or replace the Zuercher Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If Zuercher concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the Zuercher Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then Zuercher will return to Customer the Zuercher Software license fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the Zuercher Software (calculated by multiplying the ratio of the number of months of actual use in live operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, Zuercher will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, Zuercher shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or hardware, (ii) arising out of modifications to the Zuercher Software and/or Documentation not made by Zuercher, (iii) resulting from use of the Zuercher Software to practice any

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method or process which does not occur wholly within the Zuercher Software, or (iv) resulting from modifications to the Zuercher Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of Zuercher regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. Zuercher shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail*. Except as stated in *Exhibit D: Maintenance Agreement*, Zuercher shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2 Delivery of Hardware to Customer

Zuercher shall ship Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware and to perform proper facility preparation (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by Zuercher, but necessary to accommodate equipment as specified in the Statement of Work before, during, and/or after installation.

3.3 Delivery of Services to Customer

Zuercher will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4 Fees

Customer will pay Zuercher the fees, without deduction or offset, on the dates set forth in *Exhibit C: Payment Schedule*.

3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of Zuercher's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

3.6 System Acceptance

Customer acknowledges that the System shall be deemed accepted on the date of Go Live. In the event that a Customer notifies Zuercher of a material non-conformity in the Software as compared with the Statement of Work, Zuercher shall use commercially reasonable efforts to correct the reported non-

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conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*.

3.7 Additional Components

Other components (hardware and/or software, collectively "Third Party Components") may be desired for use with the System. Zuercher assumes no responsibility under this Agreement for obtaining and/or supporting any Third Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

3.8 Third-Party Costs

Except as expressly agreed herein, Zuercher assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

4.0 Rights and Obligations

4.1 Proprietary Rights

Zuercher represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. Zuercher retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of Zuercher and the sole and exclusive property of Zuercher. Zuercher hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third party software provided by Zuercher under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third party software to Customer.

4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which Zuercher uses in connection with the License granted hereunder, are and shall remain the exclusive property of Zuercher. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of Zuercher.

4.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist Zuercher in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

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4.3.1 Zuercher agrees to maintain Customer's confidential business information and confidential data, including patient identifying data, to which Zuercher gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, Zuercher shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the Zuercher Software or Documentation. Customer shall acquire no intellectual property ownership rights to the Zuercher Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of Zuercher or any violation of confidentiality; (b) is disclosed to Zuercher by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of Zuercher prior to receipt of the confidential information or (d) is developed independently by Zuercher without use of the confidential information.

4.3.1.1 Zuercher maintains a security program for managing access to customer data – particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. Zuercher will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

4.3.1.2 If required by the Customer, Zuercher will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the Zuercher staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse Zuercher for the cost of Zuercher Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable Zuercher office location. This provision will apply during the installation of the Project and for the duration of the Customer's Maintenance Agreement.

4.4 Termination for Breach

Zuercher may immediately terminate this Agreement, including all license rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;

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- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or
- (e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

4.6 Limited Warranties

4.6.1 Software Warranties

Zuercher warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. Zuercher further warrants that for a period of twelve (12) months from the date of Go Live (the "Warranty Period"), the Zuercher Software will perform in conformance with the Zuercher Documentation and any applicable specifications set forth in *Exhibit A: Statement of Work*. Zuercher's sole obligation or liability during the Warranty Period shall be to use commercially reasonable efforts to correct the Software upon receipt of written notice of a warranty defect from Customer, in a reasonable time in accordance with the provisions of *Exhibit D: Maintenance Agreement*. In the event Zuercher fails to remedy material defects in the Software under this warranty, Customer's sole remedy and Zuercher's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains an uncorrected material defect.

4.6.1.1 Wireless Service Limitations

Problems in the Zuercher software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by Zuercher, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 Hardware and Third-Party Software Warranties

Zuercher warrants that, at the time of delivery, the Hardware will be new and unused. In addition, Zuercher warrants that upon payment of the applicable fees, Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third-Party Software warranties provided by the manufacturer will be passed through to Customer. Zuercher will be solely responsible for processing and managing of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

ZUERCHER EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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4.7 Legal Relationship

It is expressly understood by Customer and Zuercher that Zuercher shall not be construed to be, and is not, an employee of Customer. Zuercher shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. Zuercher further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

Zuercher, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- (a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- (b) Professional Liability Insurance: Professional liability insurance with a limit of \$5,000,000 each claim; \$5,000,000 in the aggregate.
- (c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, Zuercher shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to Customer.

5.0 Indemnification and Limitation of Liability

Zuercher shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of Zuercher, its employees, agents, contractors, or any subcontractor as a result of Zuercher's or any subcontractor's performance pursuant to this Agreement; however, Zuercher shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, Zuercher's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of Zuercher for any reason and upon any cause of action of claim, including, without limitation, Zuercher's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.

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IN NO EVENT SHALL ZUERCHER, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER ZUERCHER HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Termination

6.1 By Zuercher for Cause

In addition to various other express rights of Zuercher to terminate this Agreement set forth herein, Zuercher shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of Zuercher or (iii) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of Zuercher's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the License.

Zuercher may exercise any rights available to it under Nebraska State law to terminate for cause upon the failure of Customer to comply with the terms and conditions of this Agreement; provided that Zuercher shall give Customer written notice specifying Customer's failure and a reasonable opportunity for Customer to cure the defect.

6.2 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of Zuercher to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give Zuercher thirty (30) days' written notice specifying Zuercher's failure. If within thirty (30) days after receipt of such notice, Zuercher shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place Zuercher in default and the Agreement shall terminate on the date specified in such notice.

6.3 Termination without Cause

After the fifth anniversary of the System Go Live date, this Agreement and the Software license granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due.

6.4 Post-Termination Obligations

All provisions hereof relating to Zuercher's proprietary rights, confidentiality, non-disclosure and non-

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solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the Zuercher Software, or termination due to Customer's breach of Zuercher's intellectual property rights, the license to the Zuercher Software granted under this Agreement shall also terminate and Customer shall remove all Zuercher Software from its computer system and at Zuercher's direction, either return or destroy the Software and its associated Documentation.

7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for Zuercher. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

8.0 Miscellaneous

8.1 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Nebraska, without giving effect to the principles of conflict of law of such state or international treaties.

8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of Nebraska State, or federal courts with respect to any action between the Parties relating to this Agreement.

8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of Zuercher, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

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8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of Zuercher's proprietary rights in the Software or any other software owned or licensed by Zuercher.

8.13 Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against Zuercher. Customer shall reimburse Zuercher for the amount of any such taxes or duties paid or accrued directly by Zuercher as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide Zuercher with documentation required by the taxing

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authority to support such exemption at the time of Execution of this Agreement.

8.14 Non-Discrimination

Zuercher agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Zuercher agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Zuercher agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Zuercher, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

9.0 Definitions

- (a) **Documentation:** All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by Zuercher.
- (b) **Executable Object Code:** Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.
- (c) **Execution of Agreement:** Date Agreement is signed by all enumerated Parties.
- (d) **Hardware:** All hardware, equipment, and other tangible non-Software items supplied to Customer by Zuercher under this Agreement.
- (e) **Go Live:** The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

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- (f) **Software:** Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by Zuercher and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.
- (g) **Server Hardware:** All hardware, equipment, and other tangible non-Software items supplied to Customer by Zuercher under this Agreement listed as "Server Hardware" in *Exhibit B: Pricing Detail*.
- (h) **Services:** All project management, training, data conversion, and other services to be provided by Zuercher under this Agreement.
- (i) **SSH:** Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.
- (j) **System:** The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by Zuercher under this Agreement.
- (k) **Third-Party Software:** Any software to be supplied by Zuercher under this agreement that is purchased or licensed from any source external to Zuercher for use with or integration into the System.

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EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

County of Seward, Nebraska

Signer's Name: John K. Culver

Signer's Title: Chairman Seward County Commission

John K Culver
Signature

3/19/19
Date

Zuercher Technologies, LLC

Signer's Name: Steve Seoane

Signer's Title: EVP & GM, Public Safety & Justice

DocuSigned by:
Steve Seoane
Signature

4/1/19
Date

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ZUERCHER**Exhibit A: Statement of Work**

Zuercher will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Zuercher Suite Base	<ul style="list-style-type: none"> • Operating system software • Database software • Master name index • Master address index • Master vehicle index 	<ul style="list-style-type: none"> • Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication
Administration (Core)	<ul style="list-style-type: none"> • Equipment • Fleet Management • Inventory Management • Purchase Requisitions 	<ul style="list-style-type: none"> • Service Dogs • Policy Manual • Full audit trail • Custom Forms
Administration – Agency Site License	<ul style="list-style-type: none"> • Allows agencies named herein to access and use Customer’s Zuercher Administration system 	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

CAD (Core)	<ul style="list-style-type: none"> • Command-line entry • Bulletins • Configurable CAD Windows • Inactivity Alarms • Rip and Run • Full audit trail 	<ul style="list-style-type: none"> • Command Log • Triple I • Custom CAD Commands • Unit Alarms • ANI/ALI
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CAD (Advanced)	<ul style="list-style-type: none"> • Alarm Billing • Alarm Calls • Nurse Calls • Scheduled and Recurring Scheduled Calls • Tow Calls • Custom Forms 	<ul style="list-style-type: none"> • NCIC Automation • Basic Paging • Run Cards and Unit Recommendation • Unit Specialties • Web windows
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CAD – Agency Site License	<ul style="list-style-type: none"> • Allows agencies named herein to access and use Customer's Zuercher CAD system
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Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Civil (Core)	<ul style="list-style-type: none"> • Civil Papers • Configurable paper types 	<ul style="list-style-type: none"> • Service attempt log • Full audit trail
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Civil (Advanced)	<ul style="list-style-type: none"> • Executions, distress warrants, and foreclosures • Civil Cases • Automatic invoice creation 	<ul style="list-style-type: none"> • Receipts and statements • Interest calculations • Deadline calculations • Custom Forms
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Civil – Agency Site License	<ul style="list-style-type: none"> • Allows agencies named herein to access and use Customer's Zuercher Civil system
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Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

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ZUERCHER**Financial (Core)**

- Double-entry accounting
- Automatic invoice creation
- Configurable addition of fees based on Records workflow
- Account reconciliation
- Receipt generation
- Statement printing
- Bulk Invoice Payments
- Full audit trail

Financial – Agency Site License

- Allows agencies named herein to access and use Customer's Zuercher Financial system

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Jail (Core)

- Booking, Intake, and Release Wizard
- Cell Occupancy Log
- Activities
- Basic Bank
- Issued Property
- Medicine
- Jail Billing
- Bond Payments
- Sentence calculation and Good Time
- Inmate Property
- Victim Notification
- Visitor logging
- Jail Log
- Shift Log
- Court Events
- Classification
- Cell Recommendation
- Inmate Classes and Transportation
- Full audit trail

Jail (Advanced)

- Advanced Inmate Bank
- Expenses
- Expungement Log
- Sentence Reductions
- Inmate Checks
- Inmate Work Shifts
- Stay Scheduling (Weekenders)
- Multiple Facilities
- Jail workflow
- Custom Forms

Jail – Agency Site Licenses

- Allows facilities named herein to access and use Customer's Zuercher Jail system

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

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Mobile Core	<ul style="list-style-type: none"> • Grants access to the Zuercher Mobile application 	
Mobile CAD	<ul style="list-style-type: none"> • User-configurable layouts • Day/Night mode • Instant messaging 	<ul style="list-style-type: none"> • Silent dispatch • Bulletins/BOLOS • NCIC queries
Mobile Civil	<ul style="list-style-type: none"> • Service attempts log 	<ul style="list-style-type: none"> • Print out papers
Mobile eCitations	<ul style="list-style-type: none"> • Off-line operation • Driver's license and vehicle registration scanning • Automated NCIC driver's license and registration queries 	<ul style="list-style-type: none"> • Prefill from NCIC return (for agency State only) • Paper ticket creation and printing • Case report association • Includes state form
Mobile Records	<ul style="list-style-type: none"> • Cases • Warrants 	<ul style="list-style-type: none"> • Master index access (including mug shots and alerts)
Personnel (Core)	<ul style="list-style-type: none"> • Personnel Log 	<ul style="list-style-type: none"> • Full audit trail
Personnel (Advanced)	<ul style="list-style-type: none"> • Commendations • Disciplinary Actions • Positions • Promotions 	<ul style="list-style-type: none"> • Service History • Training • Citizen Feedback
Personnel – Agency Site Licenses	<ul style="list-style-type: none"> • Allows agencies named herein to access and use Customer's Zuercher Personnel system 	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

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Portal (Community Involvement)	<ul style="list-style-type: none"> • Read-only access • Public access to Inmates, Sex Offenders, Warrants, Civil Papers, and Calls for Service • Agency-defined permissions 	<ul style="list-style-type: none"> • Data sharing with other Customers • Media reports • Extra Patrol requests • Public tip submission
Portal (Attorney Case View)	<ul style="list-style-type: none"> • Web access to Case Report data for attorneys 	<ul style="list-style-type: none"> • Agency-defined permissions
Records (Core)	<ul style="list-style-type: none"> • Case Reports • NIBRS/UCR Submission • Master Record Notes • Protection Orders • Warrants • Juvenile Referral List 	<ul style="list-style-type: none"> • Pawn Property • Pistol Permits • Sex Offenders • Full audit trail
Records (Advanced)	<ul style="list-style-type: none"> • Field Identifications • Expungement • Intelligence Cases • Investigative Leads • Form Requirements 	<ul style="list-style-type: none"> • Tow Calls • Bicycle Registrations • Parking Tickets • Custom Forms
Records - Agency Site License	<ul style="list-style-type: none"> • Allows agencies named herein to access and use Customer's Zuercher Records system 	

Note: Workflow and personnel related items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Reporting (Core)	<ul style="list-style-type: none"> • Pre-defined reports • Custom reports • Ad-hoc reports • Drag and drop report building • Export to PDF, XLS, XML, TXT 	<ul style="list-style-type: none"> • Custom data filters • Statistical analysis • Scheduled reports • COMSTAT compatible • Emailed reports
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**Community Data Platform
(CDP)**

- Search engine for Zuercher Suite CAD and RMS Data
- Up to 10 concurrent users supported
- State-wide data sharing

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1.1 Interfaces

All costs related to Zuercher's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay System Acceptance.

Customer shall not allow any party, other than Zuercher, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the Zuercher Documentation.

Zuercher backend server software is wholly managed by Zuercher and the Customer shall not attempt to access it, except as provided in the Zuercher Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1 CAD - Basic Paging Interface (SMS/Email)

This is a one-way interface from Zuercher CAD. Pages are sent via email and/or SMS from CAD. Zuercher enables the paging functionality in CAD.

Customer is responsible for configuring paging groups, templates, and trigger events for this interface.

1.1.2 CAD - E911 (ANI/ALI) Interface

This is a one-way interface from the 911 service provider to Zuercher CAD. It pre-populates calls for service (CFS) by parsing raw spill data from the 911 service and importing it into CAD.

Customer must ensure that:

1. The 911 service provider sets up the serial connection from the 911 controller to CAD.
2. The 911 spill data can be pushed to CAD at an agreed-upon frequency.
3. ALI data meets NENA standards.

1.1.3 CAD - EventTide Voice Recorder Interface - Seward SO and Butler SO

This is a two-way interface from the voice recorder system to Zuercher CAD. Zuercher Suite sends call for service (CFS) data to the Voice Recorder system via an API provided by EventTide. The Voice Recorder system assigns the CFS data to the recording. Assigned voice recordings may be accessed with a link in

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the CFS screen which calls the VENDOR API for the recording. Playback is handled in accordance with workstation settings for the audio player.

1.1.4 CAD - FIREHOUSE RMS Interface (Export) – York 911

This is a one-way interface from Zuercher CAD to FIREHOUSE RMS. Upon completion of a call for service (CFS) in CAD, an XML file is written to a network file share which is watched by the Firehouse CAD Monitor. In addition, users may send current CFS information to the network share by using a custom command in CAD regardless of whether the call has been completed or not. Information is then imported into Firehouse via a process managed entirely by that application. Zuercher sets up the export of data from CAD to the network file share.

Customer is required to have Firehouse CAD Monitor for this interface.

1.1.5 CAD - Rip and Run (Fax/Email) Interface

This is a one-way interface from Zuercher CAD to fax and email services. Completed calls for service (CFS) from CAD are output (printed) to the services.

Customer will provide Zuercher with SMTP information for set-up and will manage all user configurations.

1.1.6 Mapping - Basic Mapping Interface

This is a one-way interface from Zuercher CAD to the GeoComm mapping software. It allows CAD to plot addresses from CAD calls for service (CFS) on the map and then removes them from the map once they have been completed. Zuercher Technologies will work in coordination with GeoComm to set up the interface between CAD and the GeoComm mapping software.

Customer must ensure that any necessary GeoComm components or licenses are purchased and correctly configured.

1.1.7 Jail - Commissary Interface (Export) – CBM – Seward SO, Saline SO, and Butler SO

This is a one-way interface from Zuercher Jail to export inmate demographic data in XML, CSV, or JSON format. Zuercher will deploy a RESTful web service containing the inmate demographic data for CBM to access and consume. Zuercher will also provide CBM with credentials to access the RESTful web service. Data exposed in the RESTful web service will be set up by Zuercher.

1.1.8 Jail - GUARDIAN RFID Interface (Import) – Seward SO, Butler SO, York SO

This is a one-way interface from Zuercher Jail to Guardian. Zuercher will provide a database view to Guardian and allow it to query for new inmate records, their associated demographics, mugshot, special status, keep separates, disciplinary actions, and cell location information.

1.1.9 Jail - Livescan/AFIS Interface (Export) – Morpho Trak – York SO

This is a one-way interface from Zuercher Jail to the AFIS network. When an inmate is booked into Jail, a NIST file is sent to the AFIS Livescan device. Zuercher Technologies creates the web service which sends the NIST file to AFIS.

County of Seward, Nebraska**Zuercher Suite Contract****1.1.10 Jail - N-DEx Adapter (IB IEPD)**

This is an adapter that produces XML that is conformant to the N-DEx Incarceration/Booking (IB) IEPD. Zuercher Suite transmits data to the N-DEx web service via Zuercher's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.11 Jail - VINE Interface (Export) – All SO's

This is a one-way interface from Zuercher Jail to Appriss. Zuercher will create a read-only database connection for Appriss to access specific data views. Upon the completion of an inmate booking and when an inmate is released, inmate data will be made available through these views for consumption by Appriss. Appriss is responsible for querying these views for booking and release data, as well as daily active inmate population reports. Zuercher will provide Appriss with database user information.

1.1.12 Records - NE Crime Reporting (NIBRS) Interface

This is a one-way interface from Zuercher Records to NE NIBRS. Customer employees are able to select cases in Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. Zuercher Technologies creates functionality to support the text file export from Records.

1.1.13 Records - N-DEx Adapter (IA IEPD)

This is an adapter that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. Zuercher Suite transmits data to the N-DEx web service via Zuercher's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.14 Zuercher Suite - CLEIN/NCIC Interface (Basic Query Package)

This is a two-way interface between Zuercher Suite and the Zuercher-provided NCIC server. The following basic queries will be generated by Zuercher Suite and passed to the NCIC server: QA (Article), QB (Boat), QG (Gun), DQ (Driver's License), RQ (Vehicle Registration), and Data Mining (NE only). The Zuercher-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Zuercher Suite.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data returns will only be returned for the state in which the Customer is located.

1.1.15 Zuercher Suite - Additional Agency CLEIN/NCIC Interface (Basic Query Package) - Seward SO

This interface allows agencies other than Customer to access and use NCIC functionality currently available to the 1.1.16.

1.1.16 Zuercher Suite - Additional Agency CLEIN/NCIC Interface (Basic Query Package) - Seward PD

This interface allows agencies other than Customer to access and use NCIC functionality currently available to the 1.1.16.

1.1.17 Zuercher Suite - Additional Agency CLEIN/NCIC Interface (Basic Query Package) – Saline County SO

This interface allows agencies other than Customer to access and use NCIC functionality currently available to the 1.1.16.

County of Seward, Nebraska**Zuercher Suite Contract****1.1.18 Zuercher Suite - Additional Agency CLEIN/NCIC Interface (Basic Query Package) - Butler County SO**

This interface allows agencies other than Customer to access and use NCIC functionality currently available to the 1.1.16.

1.1.19 Zuercher Suite - Additional Agency CLEIN/NCIC Interface (Basic Query Package) – York County 911

This interface allows agencies other than Customer to access and use NCIC functionality currently available to the 1.1.16.

1.1.20 Zuercher Suite - CLEIN/NCIC Interface (Criminal History) – All Sheriff's Offices

This is a two-way interface between Zuercher Suite and the Zuercher-provided NCIC server. The following criminal history queries will be generated by Zuercher Suite and passed to the NCIC server: QH, QR, QWI, ZR. The Zuercher-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Zuercher Suite.

1.1.21 Zuercher Suite - Time Synchronization Interface

This is a one-way interface that uses NTP to keep all Zuercher Servers' clocks in sync.

Non- Standard Interfaces

The following interfaces are sold as requiring Zuercher Development. Zuercher will work with the Customer and Vendor on scope requirements prior to development:

1.1.22 Records - NE NCJIS eCitations Interface (Export)

This is a one-way interface from Zuercher Records to NE NCJIS. Once per day, eCitations will be exported from Records as XML in a batch file, and sent to a network share, where NCJIS is responsible for processing the files into NCJIS. Zuercher will submit these files per the batch citation service specification.

1.2 Data Conversion

Zuercher will provide data conversion services for Customer's current GIS map data. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

The listed data conversion services and their associated costs are based on Zuercher's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not a part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:

- (a) MS SQL .bak files with database version and credential information
- (b) MySQL .dump or .sql files with database version and credential information
- (c) PostgreSQL .sql files with database version and credential information

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- (d) MS Access 2003 or newer .mdb files
- (e) CSV files with column headers and relationship mapping documentation
- (f) Oracle 10g or newer backup files

1.2.1 One-time GIS Data Set Up

In Zuercher's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, Zuercher will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

A thorough GIS data review by Customer is imperative for an effective and organized Zuercher software Go Live.

Zuercher cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with Zuercher to ensure the data is built according to the desired specifications.

Zuercher will apply one (1) GIS update per month to the Customer's map as part of this contract.

2.0 Customer Hardware, Network and Power Requirements

Zuercher is not responsible for physical installation of the computer hardware required for operating Zuercher Software. Zuercher is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

2.1 Server Hardware

1. Three (3) rack-mount servers will be purchased by Customer as part of this agreement.
2. Three (3) Zuercher Suite servers will be configured as follows:
 - (a) One (1) Production server with Lantronix remote access device
 - (b) One (1) Warm Standby server with Lantronix remote access device
 - (c) One (1) Testing/Training server
3. The server hardware costs are divided between Customer Name and Other Customer Name as stated in *Exhibit B: Pricing Detail*.
4. The servers will be installed at Seward County Sheriff's Office and a standby location.
5. In addition to the standard Zuercher Suite operating environment, the Production and Standby servers will have the capability of running the following on a virtual machine:
 - (a) One (1) virtual NCIC server (message switch)

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(b) One (1) virtual GIS server

6. Ten (10) inches of rack space is required at the primary server location for one (1) Zuercher Suite Production rack-mounted server (3.5"), one (1) Zuercher Suite Testing/Training rack-mounted server (3.5"), and one (1) Lantronix remote access device (3.0").
7. Six and one-half (6.5) inches of rack space is required at the standby server location for one (1) Zuercher Suite Standby rack-mounted server (3.5") and one (1) Lantronix remote access device (3.0").

2.2 Production and Testing/Training Server Network Requirements

1. Six (6) open Ethernet cables and ports to be used by one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
2. Static IP addresses that include four (4) for the Zuercher Suite Production rack-mounted server, three (3) for the Zuercher Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by Zuercher.

2.3 Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

2.4 Standby Server Network Requirements

1. Four (4) open Ethernet cables and ports to be used by the one (1) Zuercher Suite Warm Standby rack-mounted server and one (1) Lantronix remote access device.
2. Static IP addresses that includes five (5) for the Zuercher Suite Warm Standby rack-mounted server and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by Zuercher.

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2.5 Standby Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) Zuercher Suite Standby rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) Zuercher Suite Standby rack-mounted server and one (1) Lantronix remote access device.

2.6 Peripheral Hardware

2.6.1 Jail – Mugshot Camera Package – Seward County SO

This contract will provide for one (1) mugshot camera package that will include one (1) Canon EOS Rebel Body, one (1) EF-S 38-55mm lens, one (1) strap, one (1) video cable, one (1) USB interface cable, one (1) battery pack, one (1) battery charger, one (1) Canon AC Adapter Kit, and one (1) InPhoto ID SLR license.

2.6.2 Jail – Mugshot Camera Package – Saline County SO

This contract will provide for one (1) mugshot camera package that will include one (1) Canon EOS Rebel Body, one (1) EF-S 38-55mm lens, one (1) strap, one (1) video cable, one (1) USB interface cable, one (1) battery pack, one (1) battery charger, one (1) Canon AC Adapter Kit, and one (1) InPhoto ID SLR license.

2.6.3 Jail – Mugshot Camera Package – Butler County SO

This contract will provide for one (1) mugshot camera package that will include one (1) Canon EOS Rebel Body, one (1) EF-S 38-55mm lens, one (1) strap, one (1) video cable, one (1) USB interface cable, one (1) battery pack, one (1) battery charger, one (1) Canon AC Adapter Kit, and one (1) InPhoto ID SLR license.

2.6.4 Jail – Mugshot Camera Package – York County SO

This contract will provide for one (1) mugshot camera package that will include one (1) Canon EOS Rebel Body, one (1) EF-S 38-55mm lens, one (1) strap, one (1) video cable, one (1) USB interface cable, one (1) battery pack, one (1) battery charger, one (1) Canon AC Adapter Kit, and one (1) InPhoto ID SLR license.

2.6.5 Jail – Wristband Printer, Laminator and Scanner Package (Primera, Wasp) – Butler County SO

This contract will provide for one (1) wristband printer and laminator package that will include one (1) Primera LX500 label printer, four (4) rolls of custom insert labels, one-thousand (1000) clincher V wristbands (Non-RFID), and one (1) wristband laminator. This will also include one (1) wireless Wasp WWS550i barcode scanner.

2.6.6 Jail – Electronic Signature Pad (Topaz) – Saline County SO

This contract will provide for one (1) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord.

2.6.7 Jail – Electronic Signature Pad (Topaz) – Butler County SO

This contract will provide for one (1) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord.

2.6.8 Jail – Electronic Signature Pad (Topaz) – York County SO

This contract will provide for one (1) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord.

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2.6.9 Records – Property & Evidence Barcode Scanner and Printer Package (Wasp) – Seward County SO

This contract will provide for one (1) property and evidence barcode scanner and printer package that will include one (1) wireless Wasp WWS550i barcode scanner, one (1) Wasp WPL305 label printer, and four (4) rolls of labels.

2.6.10 Records – Property & Evidence Barcode Scanner and Printer Package (Wasp) – York SO

This contract will provide for one (1) property and evidence barcode scanner and printer package that will include one (1) wireless Wasp WWS550i barcode scanner, one (1) Wasp WPL305 label printer, and four (4) rolls of labels.

2.6.11 Records – Property & Evidence Barcode Scanner and Printer Package (Wasp) – Saline County SO

This contract will provide for one (1) property and evidence barcode scanner and printer package that will include one (1) wireless Wasp WWS550i barcode scanner, one (1) Wasp WPL305 label printer, and four (4) rolls of labels.

2.6.12 Records – Property & Evidence Barcode Scanner and Printer Package (Wasp) – Butler County SO

This contract will provide for one (1) property and evidence barcode scanner and printer package that will include one (1) wireless Wasp WWS550i barcode scanner, one (1) Wasp WPL305 label printer, and four (4) rolls of labels.

2.6.13 Records – Property & Evidence Barcode Scanner and Printer Package (Wasp) – York PD

This contract will provide for one (1) property and evidence barcode scanner and printer package that will include one (1) wireless Wasp WWS550i barcode scanner, one (1) Wasp WPL305 label printer, and four (4) rolls of labels.

2.6.14 Records – Electronic Signature Pad (Topaz) – Seward County SO

This contract will provide for one (1) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord

2.6.15 Records – Electronic Signature Pad (Topaz) – Saline County SO

This contract will provide for one (1) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord

2.6.16 Records – Electronic Signature Pad (Topaz) – Butler County SO

This contract will provide for one (1) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord

2.6.17 Records – Electronic Signature Pad (Topaz) – York PD

This contract will provide for one (1) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord

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3.0 Services

3.1 Project Management

3.1.1 Customer Project Manager

Customer shall provide one primary Project Manager to be the main point of contact for Zuercher.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a Zuercher Build Team. With assistance from Zuercher Implementation Analysts, Customer's Build Team is responsible for the configuration of Zuercher software. The Build Team should expect to devote 10-20% of each week of implementation to Zuercher configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with Zuercher on configuration and project activities.

Customer's Dedicated Project Manager

Senior Executive Assistant Chelsea Smith

3.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
 - (a) Module Subject Matter Experts (SMEs)
 - (b) Hardware Project Manager
 - (c) Zuercher Build Team Members
 - (d) Data Conversion Review Team Members
 - (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the Zuercher project manager
5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to Zuercher project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

3.1.2 Zuercher Project Manager and Project Team

From the start of the project, a Zuercher project manager will work with Customer as the single point of contact for implementation of the Zuercher Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on

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schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The Zuercher project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the Zuercher Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

3.2 Implementation Process Overview

Zuercher uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the Zuercher implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

3.2.1 Kickoff Meeting

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 Business Practice Review

During this meeting, the Zuercher project team works with Customer's build team and will demo Zuercher Suite modules and guide the agency on their configuration tasks.

3.2.2.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of Zuercher software is guided by Business Analysts, via in-person or remote online sessions, but is considered a Customer responsibility to complete.

3.2.2.2 Data Conversion and GIS Data Conversion

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a Zuercher Business Analyst. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to Zuercher software. Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized Zuercher software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to Zuercher configuration work. Each module converted will require participation of SMEs.

See *Exhibit A: Statement of Work: 1.2.1 GIS Data Conversion* for information regarding the GIS data conversion process.

3.2.2.3 Interfaces

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial Zuercher kickoff meeting.

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Customer will set up conference calls with Zuercher and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from Zuercher software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between Zuercher and the third-party interface vendor(s).

Zuercher software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.

3.2.3 Final System Review

Throughout the project, implementation analysts from Zuercher will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

3.2.4 Train-the-Trainer and/or End User Training

Zuercher offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

3.2.5 Go Live

Zuercher provides on-site and/or remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

3.2.6 System Acceptance

Customer has reviewed all aspects of the system to ensure that the system meets the required functionality. After system acceptance, the Zuercher Support Center becomes the point of contact for questions and concerns; however, the project implementation team continues to be available throughout the transition.

3.3 Training and Go Live Support**3.3.1 Training**

Zuercher staff will provide for on-site or remote training.

The number of days specified for 'on-site' services herein may include travel days in addition to actual days on site at Customer's location(s). Zuercher will make a good faith effort to minimize the travel time which is necessary for a project by working with Customer to most efficiently plan and schedule the delivery of on-site services.

3.3.1.1 System Configuration and Training

The first portion of training will be performed by the Zuercher project team. Team members will train and guide Customer's Build Team in configuring the Zuercher Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through Zuercher-guided configuration of the system, the Build Team becomes well versed in the Zuercher software system administration.

County of Seward, Nebraska**Zuercher Suite Contract****ZUERCHER****3.3.1.2 Train-the-Trainer and/or End User Training**

Trainers will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in Zuercher software that each group needs to know and use.

3.3.1.3 Refresher Training

Zuercher will provide follow-up training (after successful implementation) to refresh existing personnel on best practices with regard to using Zuercher Suite.

3.3.2 Training Resources

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Trainer Resources

1. One (1) computer with a network connection
2. Most recent Zuercher Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for trainer

3.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent Zuercher Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.3.3 Go Live Support

Zuercher staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. Zuercher staff will be on site or remote for Go Live.

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ZUERCHER**Exhibit B: Pricing Detail**

Software and Servers	Comments	Unit	Qty	Price	Total
Zuercher Suite Production Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 21,880	\$ 21,880
Zuercher Suite Training/Testing Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 13,920	\$ 13,920
Zuercher Suite Warm Standby Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 21,880	\$ 21,880
Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)			1	Included	Included
Zuercher Suite Warm Standby NCIC Server (Virtualized Server, OS, Installation & Testing)			1	Included	Included
Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			1	Included	Included
Zuercher Suite Warm Standby GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			1	Included	Included
Esri Server License (Esri ArcGIS for Server Workgroup Standard)			1	\$ 5,000	\$ 5,000
Administration Core			1	\$ 4,000	\$ 4,000
Administration Core (Agency Site License)	Seward County 911		1	\$ 350	\$ 350
Administration Core (Agency Site License)	Seward County SO		1	\$ 1,365	\$ 1,365
Administration Core (Agency Site License)	Seward PD		1	\$ 490	\$ 490
Administration Core (Agency Site License)	Saline County SO		1	\$ 1,715	\$ 1,715
Administration Core (Agency Site License)	Butler County SO		1	\$ 1,155	\$ 1,155
Administration Core (Agency Site License)	York County 911		1	\$ 385	\$ 385
Administration Core (Agency Site License)	York County SO		1	\$ 770	\$ 770
Administration Core (Agency Site License)	York PD		1	\$ 700	\$ 700
CAD Core			1	\$ 15,000	\$ 15,000
CAD Core (Agency Site License)	Seward County 911		1	\$ 11,250	\$ 11,250
CAD Core (Agency Site License)	Saline County SO		1	\$ 11,250	\$ 11,250
CAD Core (Agency Site License)	Butler County SO		1	\$ 5,625	\$ 5,625
CAD Core (Agency Site License)	York County 911		1	\$ 16,875	\$ 16,875
CAD Advanced (Agency Site License)	Seward County 911		1	\$ 3,750	\$ 3,750
CAD Advanced (Agency Site License)	Saline County SO		1	\$ 3,750	\$ 3,750
CAD Advanced (Agency Site License)	Butler County SO		1	\$ 1,875	\$ 1,875
CAD Advanced (Agency Site License)	York County 911		1	\$ 5,625	\$ 5,625
CAD Core (Seat License) for Backup/Supervisor/Part-Time Workstations	Seward County 911	Per Seat	2	Included	Included
CAD Core (Seat License) for Backup/Supervisor/Part-Time Workstations	Saline County SO	Per Seat	1	Included	Included
CAD Core (Seat License) for Backup/Supervisor/Part-Time Workstations	Butler County SO	Per Seat	1	Included	Included
CAD Core (Seat License) for Backup/Supervisor/Part-Time Workstations	York County 911	Per Seat	1	Included	Included
CAD Advanced (Seat License) for Backup/Supervisor/Part-Time Workstations	Seward County 911	Per Seat	2	Included	Included
CAD Advanced (Seat License) for Backup/Supervisor/Part-Time Workstations	Saline County SO	Per Seat	1	Included	Included
CAD Advanced (Seat License) for Backup/Supervisor/Part-Time Workstations	Butler County SO	Per Seat	1	Included	Included
CAD Advanced (Seat License) for Backup/Supervisor/Part-Time Workstations	York County 911	Per Seat	1	Included	Included
CAD - Basic Paging Interface (SMTP/Email)	Includes data export to lamResponding.		1	Included	Included
CAD - E911 (ANI/ALI) Interface			1	Included	Included
CAD - EvenTide Voice Recorder Interface	Seward SO, Butler SO		1	\$ 9,500	\$ 9,500
CAD - FIREHOUSE RMS Interface (Export)	York 911		1	\$ 5,500	\$ 5,500
CAD - Rip and Run (Fax/Email) Interface			1	Included	Included

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Mapping - Basic Mapping Interface	GeoComm		1	\$	7,500	\$	7,500
Civil Core			1	\$	5,000	\$	5,000
Civil Core (Agency Site License)	Seward County SO		1	\$	1,404	\$	1,404
Civil Core (Agency Site License)	Saline County SO		1	\$	1,764	\$	1,764
Civil Core (Agency Site License)	Butler County SO		1	\$	1,188	\$	1,188
Civil Core (Agency Site License)	York County SO		1	\$	792	\$	792
Civil Advanced (Agency Site License)	Seward County SO		1	\$	468	\$	468
Civil Advanced (Agency Site License)	Saline County SO		1	\$	588	\$	588
Civil Advanced (Agency Site License)	Butler County SO		1	\$	396	\$	396
Civil Advanced (Agency Site License)	York County SO		1	\$	264	\$	264
Financial Core			1		Included		Included
Financial Core (Agency Site License)	Seward County SO		1		Included		Included
Financial Core (Agency Site License)	Saline County SO		1		Included		Included
Financial Core (Agency Site License)	Butler County SO		1		Included		Included
Financial Core (Agency Site License)	York County SO		1		Included		Included
Jail Core			1	\$	20,000	\$	20,000
Jail Core (Agency Site License)	Seward County SO		1	\$	7,613	\$	7,613
Jail Core (Agency Site License)	Saline County SO		1	\$	11,813	\$	11,813
Jail Core (Agency Site License)	Butler County SO		1	\$	3,675	\$	3,675
Jail Core (Agency Site License)	York County SO		1	\$	4,200	\$	4,200
Jail Advanced (Agency Site License)	Seward County SO		1	\$	2,538	\$	2,538
Jail Advanced (Agency Site License)	Saline County SO		1	\$	3,938	\$	3,938
Jail Advanced (Agency Site License)	Butler County SO		1	\$	1,225	\$	1,225
Jail Advanced (Agency Site License)	York County SO		1	\$	1,400	\$	1,400
Jail - Commissary Interface (Export)	CBM (Seward SO, Saline SO, Butler SO)		1	\$	6,040	\$	6,040
Jail - GUARDIAN RFID Interface (Export)	Seward SO, Butler SO, York SO		1	\$	6,040	\$	6,040
Jail - Livescan/AFIS Interface (Export)	Morpho Trak (York SO)		1	\$	8,080	\$	8,080
Jail - N-DEX Adapter (IB IEPD)			1		Included		Included
Jail - VINE Interface (Export)	All SO's		1	\$	6,040	\$	6,040
Mobile Core			1	\$	5,000	\$	5,000
Mobile CAD	Seward County SO	Per Unit	17	\$	450	\$	7,650
Mobile CAD	Seward PD	Per Unit	6	\$	450	\$	2,700
Mobile CAD	Saline County SO	Per Unit	19	\$	450	\$	8,550
Mobile CAD	Butler County SO	Per Unit	12	\$	450	\$	5,400
Mobile CAD	York County SO	Per Unit	11	\$	450	\$	4,950
Mobile CAD	York PD	Per Unit	5	\$	450	\$	2,250
Mobile Civil	Seward County SO	Per Unit	17		Included		Included
Mobile Civil	Saline County SO	Per Unit	19		Included		Included
Mobile Civil	Butler County SO	Per Unit	12		Included		Included
Mobile Civil	York County SO	Per Unit	11		Included		Included
Mobile eCitations	Seward County SO	Per Unit	17	\$	350	\$	5,950
Mobile eCitations	Seward PD	Per Unit	6	\$	350	\$	2,100
Mobile eCitations	Saline County SO	Per Unit	19	\$	350	\$	6,650
Mobile eCitations	Butler County SO	Per Unit	12	\$	350	\$	4,200
Mobile eCitations	York County SO	Per Unit	11	\$	350	\$	3,850
Mobile eCitations	York PD	Per Unit	5	\$	350	\$	1,750
Mobile NCIC	All LEA Units	Per Unit	70		Included		Included
Mobile Records	Seward County SO	Per Unit	17	\$	950	\$	16,150
Mobile Records	Seward PD	Per Unit	6	\$	950	\$	5,700
Mobile Records	Saline County SO	Per Unit	19	\$	950	\$	18,050
Mobile Records	Butler County SO	Per Unit	12	\$	950	\$	11,400
Mobile Records	York County SO	Per Unit	11	\$	950	\$	10,450
Mobile Records	York PD	Per Unit	5	\$	950	\$	4,750

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Personnel Core		1	Included	Included
Personnel Core (Agency Site License)	Seward County 911	1	Included	Included
Personnel Core (Agency Site License)	Seward County SO	1	Included	Included
Personnel Core (Agency Site License)	Seward PD	1	Included	Included
Personnel Core (Agency Site License)	Saline County SO	1	Included	Included
Personnel Core (Agency Site License)	Butler County SO	1	Included	Included
Personnel Core (Agency Site License)	York County 911	1	Included	Included
Personnel Core (Agency Site License)	York County SO	1	Included	Included
Personnel Core (Agency Site License)	York PD	1	Included	Included
Personnel Advanced (Agency Site License)	Seward County 911	1	\$ 2,130	\$ 2,130
Personnel Advanced (Agency Site License)	Seward County SO	1	\$ 2,217	\$ 2,217
Personnel Advanced (Agency Site License)	Seward PD	1	\$ 2,142	\$ 2,142
Personnel Advanced (Agency Site License)	Saline County SO	1	\$ 2,247	\$ 2,247
Personnel Advanced (Agency Site License)	Butler County SO	1	\$ 2,199	\$ 2,199
Personnel Advanced (Agency Site License)	York County 911	1	\$ 2,133	\$ 2,133
Personnel Advanced (Agency Site License)	York County SO	1	\$ 2,166	\$ 2,166
Personnel Advanced (Agency Site License)	York PD	1	\$ 2,160	\$ 2,160
Portal - Community Involvement Pack	All Sheriff's Offices	1	\$ 5,485	\$ 5,485
Portal - Attorney Case View	All Sheriff's Offices	1	\$ 5,485	\$ 5,485
Records Core		1	\$ 7,500	\$ 7,500
Records Core (Agency Site License)	Seward County SO	1	\$ 6,300	\$ 6,300
Records Core (Agency Site License)	Seward PD	1	\$ 4,200	\$ 4,200
Records Core (Agency Site License)	Saline County SO	1	\$ 8,700	\$ 8,700
Records Core (Agency Site License)	Butler County SO	1	\$ 6,300	\$ 6,300
Records Core (Agency Site License)	York County SO	1	\$ 3,900	\$ 3,900
Records Core (Agency Site License)	York PD	1	\$ 6,000	\$ 6,000
Records Advanced (Agency Site License)	Seward County SO	1	\$ 2,100	\$ 2,100
Records Advanced (Agency Site License)	Seward PD	1	\$ 1,400	\$ 1,400
Records Advanced (Agency Site License)	Saline County SO	1	\$ 2,900	\$ 2,900
Records Advanced (Agency Site License)	Butler County SO	1	\$ 2,100	\$ 2,100
Records Advanced (Agency Site License)	York County SO	1	\$ 1,300	\$ 1,300
Records Advanced (Agency Site License)	York PD	1	\$ 2,000	\$ 2,000
Records eCitations		1	\$ 5,000	\$ 5,000
Records eCitations State-Specific Form	Seward County SO	1	\$ 5,000	\$ 5,000
Records eCitations State-Specific Form	Saline County SO	1	\$ 5,000	\$ 5,000
Records eCitations State-Specific Form	Butler County SO	1	\$ 5,000	\$ 5,000
Records eCitations State-Specific Form	York County SO	1	\$ 5,000	\$ 5,000
Records - NE Crime Reporting (NIBRS) Interface		1	Included	Included
Records - NE NCJIS eCitations Interface (Export)		1	\$ 9,000	\$ 9,000
Records - N-DEx Adapter (IA IEPD)		1	Included	Included
Reporting Core		1	Included	Included
Reporting Universal Interface Engine		1	Included	Included
Zuercher Suite - CLEIN/NCIC Interface (Basic Queries)	QA (Article), QB (Boat), QG (Gun), DQ (Drivers License), RQ (Vehicle Registration), Data Mining (NE only)	1	\$ 10,000	\$ 10,000
Zuercher Suite - Additional Agency CLEIN/NCIC Interface	Seward County SO	1	\$ 2,500	\$ 2,500
Zuercher Suite - Additional Agency CLEIN/NCIC Interface	Seward PD	1	\$ 2,500	\$ 2,500
Zuercher Suite - Additional Agency CLEIN/NCIC Interface	Saline County SO	1	\$ 2,500	\$ 2,500
Zuercher Suite - Additional Agency CLEIN/NCIC Interface	Butler County SO	1	\$ 2,500	\$ 2,500
Zuercher Suite - Additional Agency CLEIN/NCIC Interface	York County 911	1	\$ 2,500	\$ 2,500
Zuercher Suite - CLEIN/NCIC Interface (Criminal History)	All Sheriff's Offices	1	\$ 1,250	\$ 1,250

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Zuercher Suite - Time Synchronization Interface			1	Included	Included
Software and Servers Pre-Discount Subtotal				\$	533,888
Software and Servers Discount				\$	(83,499)
Software and Servers Total				\$	450,389
Subscriptions					
	Comments	Unit	Qty	Price	Total
Community Data Platform Subscription	Seward County 911		1	Included	Included
Community Data Platform Subscription	Seward County SO		1	Included	Included
Community Data Platform Subscription	Seward PD		1	Included	Included
Community Data Platform Subscription	Saline County SO		1	Included	Included
Community Data Platform Subscription	Butler County SO		1	Included	Included
Community Data Platform Subscription	York County 911		1	Included	Included
Community Data Platform Subscription	York County SO		1	Included	Included
Community Data Platform Subscription	York PD		1	Included	Included
Subscriptions Total					Included
Peripheral Hardware					
	Comments	Unit	Qty	Price	Total
Jail - Mugshot Camera Package (Canon EOS Rebel)	Seward County SO		1	\$ 1,396	\$ 1,396
Jail - Mugshot Camera Package (Canon EOS Rebel)	Saline County SO		1	\$ 1,396	\$ 1,396
Jail - Mugshot Camera Package (Canon EOS Rebel)	Butler County SO		1	\$ 1,396	\$ 1,396
Jail - Mugshot Camera Package (Canon EOS Rebel)	York County SO		1	\$ 1,396	\$ 1,396
Jail - Wristband Printer, Laminator & Scanner Package (Primera, Wasp)	Butler County SO		1	\$ 2,731	\$ 2,731
Jail - Electronic Signature Pad (Topaz)	Saline County SO		2	\$ 403	\$ 806
Jail - Electronic Signature Pad (Topaz)	Butler County SO		2	\$ 403	\$ 806
Jail - Electronic Signature Pad (Topaz)	York County SO		1	\$ 403	\$ 403
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Seward County SO		1	\$ 949	\$ 949
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	York County SO		1	\$ 949	\$ 949
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Saline County SO		1	\$ 949	\$ 949
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Butler County SO		1	\$ 949	\$ 949
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	York PD		1	\$ 949	\$ 949
Records - Electronic Signature Pad (Topaz)	Seward County SO		1	\$ 403	\$ 403
Records - Electronic Signature Pad (Topaz)	York County SO		1	\$ 403	\$ 403
Records - Electronic Signature Pad (Topaz)	Saline County SO		1	\$ 403	\$ 403
Records - Electronic Signature Pad (Topaz)	Butler County SO		1	\$ 403	\$ 403
Records - Electronic Signature Pad (Topaz)	York PD		1	\$ 403	\$ 403
Peripheral Hardware Total				\$	17,089
Services					
	Comments	Unit	Qty	Price	Total
Project Manager		Per Project	1	\$ 44,916	\$ 44,916
Configuration and Business Process Review (BPR) 4 round-trips anticipated		Per Project	1	\$ 18,295	\$ 18,295
Training					
- Administration					
- CAD					
- Civil					
- Jail					
- Mobile					
- Records					
7 round-trips anticipated		Per Project	1	\$ 31,818	\$ 31,818

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Go-live Support <i>4 round-trips anticipated</i>	Per Project	1	\$ 17,500	\$ 17,500
Mapping - One-time GIS Data Set Up		1	\$ 4,500	\$ 4,500
Services Total				\$ 117,028
TOTALS				
Software and Servers Total				\$ 450,389
Subscriptions Total				Included
Peripheral Hardware Total				\$ 17,089
Services Total				\$ 117,028
TOTAL				\$ 584,506
Recurring (Subscriptions & Maintenance)				
Subscriptions (Year 1)		1		Included
Subscriptions (Year 2)		1		Included
Subscriptions (Year 3)		1		Included
Subscriptions (Year 4)		1		Included
Subscriptions (Year 5)		1		Included
Maintenance & Support (Year 1)		1		Included
Maintenance & Support (Year 2)		1	\$ 84,061	
Maintenance & Support (Year 3)		1	\$ 88,264	
Maintenance & Support (Year 4)		1	\$ 92,677	
Maintenance & Support (Year 5)		1	\$ 97,311	
Taxes are not included in the pricing.				

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Exhibit C: Payment Schedule

The total amount of this contract is \$584,506.

The amounts due under this contract are as follows:

Upon contract execution	50%	\$292,253
Completion of BPR	30%	\$175,351.80
Go Live	20%	\$116,901.20

Commencing one year after the System reaches "Go Live," an annual maintenance fee of \$84,061 will be due. Thereafter, the annual maintenance fee shall increase by an amount not to exceed 5% from the prior year.

These amounts do not include any taxes. See Agreement section 8.13 Taxes for more information.

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Exhibit D: Maintenance Agreement

1.0 Term

The initial term of annual Maintenance under this Exhibit D begins on the date of Go Live and ends twelve (12) months thereafter. The fee for the initial term is included as a line item in the pricing set forth in *Exhibit B: Pricing Detail*. Maintenance is renewable on an annual basis upon payment of the applicable maintenance and support fee. Zuercher will invoice Customer prior to the end of each annual maintenance term.

2.0 Software Updates

While this Agreement has not expired, Zuercher will maintain the Software by providing software updates and enhancements to Customer. All software updates provided to Customer by Zuercher pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

At a time mutually acceptable to both parties, Zuercher will install software updates remotely.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

3.0 Support

3.1 General Support

Zuercher shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for Zuercher Suite customers.

3.2 GIS Support

3.2.1 One-time GIS Data Set UP

Zuercher will apply one (1) GIS update per month as part of this contract to the Customer's map. The update includes conversion of submitted data to Zuercher Suite standard and addition or removal of map

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layers.

3.3 Server Hardware Maintenance

Zuercher will maintain the Server Hardware necessary to host the Software. This does not include any Hardware except Server Hardware.

3.4 Customer Responsibilities

3.4.1 Access to Premises

Customer shall provide Zuercher with reasonable and timely access to the sites and personnel necessary for Zuercher to perform its obligations under this Agreement.

3.4.2 Zuercher Server Access

Customer will ensure that all Zuercher Suite servers are directly network accessible to Zuercher at all times via SSH. There shall be no additional authorization or equipment required except as requested by Zuercher.

3.4.3 System Administrator

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and Zuercher. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

3.4.4 Security

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

3.4.5 System Updates

Customer shall work in good faith to allow Zuercher to install System updates as requested by Zuercher.

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Exhibit E: Community Data Platform Membership Agreement

Client: Seward County (for the Seward County Sheriff)

Membership

- A. TriTech offers qualifying Member Agencies access to IQ Search and CrimeMapping.com limited services (the Software and Services) as defined in this Agreement.
- B. Clients who wish to qualify as a Member Agency must:
 - a. Be a CJIS compliant Law Enforcement Agency
 - b. Agree to contribute data to the Community Data Platform including:
 - i. CAD
 - ii. RMS Incidents
 - iii. RMS Arrests
 - iv. RMS Warrants
 - v. RMS Master Names
 - c. Agree to allow TriTech to share their data with other Member Agencies and law enforcement third parties as provided in this Agreement
- C. The Member Agency (also referred to herein as "Client") will receive the following benefits:

Free subscription to IQ Search for up to 10 Concurrent Users, limited to the following:			
	Your Contributed Data	Your State's Participating Agencies	National Participating Agencies
RMS Incidents			
<ul style="list-style-type: none"> • Quickview (Date of Occurrence, Location, Incident Type Description, Case Status, RMS Case Number, Agency) 	YES	YES	
CAD Call for Service			
<ul style="list-style-type: none"> • QuickView 	YES		

Free subscription to CrimeMapping.com
Public access to:
Radius searches of crime data from a specified location
Map-based summary of RMS Incident statistics based on crime type, description, location, agency, date
Register for alerts on RMS Incident activity within a certain radius of a location and/or crime type
Map-based citizen/public access to categorized RMS Incidents

A free 90-day trial to the national IQ Search service which includes full detailed searches.

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- D. The Member Agency will receive up to 10 concurrent user licenses to the Community Data Platform.
- E. In consideration of the free subscription to IQ Search and CrimeMapping.com as defined above, Client understands and agrees that TriTech will process and anonymize data from the IQ Community Data Platform (the "Aggregate Data") to provide further commercial services for its clients and third parties as described below.
- F. Full search concurrent user licenses can be purchased to increase concurrent user access and search/query builder capabilities.

License

Membership includes a limited non-exclusive, non-transferable license to use the Software and Services, located on TriTech's servers, through Client's computer(s).

The Software and Services provide users an effective set of tools for conducting investigations, monitoring regional crime trends, and increasing transparency to the community.

Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Software and Services available to third parties.

Access and Passwords

- A. Access to IQ Search by Client's authorized end users ("Authorized Users") will require the use of a password. Client is responsible for management and control of passwords for its end users.
- B. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.

Termination

- A. This Agreement may be terminated by TriTech upon thirty (30) days' written notice due to a material breach by Client.
- B. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other Party.

Client Responsibilities

- A. Client will assign a Client Administrator to manage end user access and passwords.

County of Seward, Nebraska**Zuercher Suite Contract****ZUERCHER**

- B. Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity for data contribution services as well as individual client user access.
- C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.
- F. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

Confidentiality

- A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software and Services, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and Services and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software and Services itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or Confidential Information without TriTech's prior written consent for any such disclosure.
- B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software and Services, TriTech has obtained or will obtain confidential information of Client regarding the business of Client or its customers ("Client Information"). TriTech shall not use any Client Information except as expressly set forth in this Agreement.
- C. Confidential Information of either Party shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- D. Each Party agrees to restrict access to the Confidential Information or Client Information of the other Party to those employees or agents who require access in order to use or support the Software and Services, acknowledging that certain Confidential Information or Client Information of each Party may be disclosed to Authorized Users as a necessary function of the Software and Services; and, except as otherwise provided, neither Party

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shall make Confidential Information or Client Information available to any other person or entity without the prior written consent of the other Party.

- E. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Client Information to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. In addition, TriTech may also access and use Client Information and results or data, in a de-identified form, for data or analysis purposes (including for the purpose of preparing the Aggregate data and for crime data reporting), and may distribute the results of such analysis or data summaries to other Member Agencies or third parties provided no personally identifying information in the Client Information is disclosed. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

Ownership and Rights

- A. TriTech owns all rights and title in and to the Software and Services. Further, Client agrees that the Software screens and any output of the Software, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Software and Services (including, without limitation, the Software and output of the Services), the deliverables from the implementation or additional services or related Confidential Information, other than the right to use the Software and Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.
- B. Clients who elect to participate in the Membership Program contribute to a database of information utilized by members to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding CJIS data, or personally identifying data, Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise submitted by Client for any commercial purposes during or after the term of this Agreement; and any information that constitutes, or results in, an improvement or other modification to the Software and Services. TriTech shall retain all rights and ownership to the Aggregate Data.
- C. As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Software and Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible, and in any event may use and retain Client Information as provided in Section E of the "Confidentiality" section above.
- D. The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other

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materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.

- E. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.
- F. TriTech reserves the right to provide free cloud storage only for those data items viewable as part of the Limited Search Capabilities. Additional data attached to contributions such as video, images, and other document types may induce optional storage fees for cloud retention.

Liability

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.
- D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING

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REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.

- E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE VALUE OF ONE ANNUAL TERM OF THE SUBSCRIPTION FEES FOR IQ SEARCH AND CRIMEMAPPING.COM.

Assignment

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

Notices

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

To Client:	To TriTech:
Seward County	TriTech Software Systems
Attn:	Attn: Contracts
261 South 8 th Street	9477 Waples Street, Suite 100
Seward, NE 68434	San Diego, CA 92121

Governing Law

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Nebraska, without regard to its conflict of law provisions.

Support Services

Support will be provided in accordance with Attachment A.

This Agreement does not include any other TriTech subscription services. Additional subscription services purchased by Client will be subject to applicable fees.

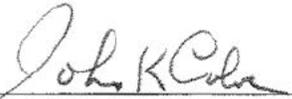
County of Seward, Nebraska

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COUNTY OF SEWARD, NEBRASKA

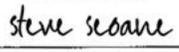
TRITECH SOFTWARE SYSTEMS


Accepted By (Signature)

John K. Calver
Printed Name

Chairman Seward County Comm. ss. etc.
Title

March 19, 2019
Date

DocuSigned by:

Accepted By (Signature)

Steve Seane
Printed Name

EVP & GM, Public Safety & Justice
Title

4/1/19
Date

County of Seward, Nebraska

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Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

Technical Support Services:

Email Assistance. Client may contact TriTech via email for issues with IQ Search at CrimeView@tritech.com during normal Customer Service hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Client may submit requests to TriTech identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third party applications as needed. Clients are notified of maintenance periods via an email message.

Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any third party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.

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- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;
- 4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;
- 5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website;
- 7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and
- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

ORDINANCE NO. 1529

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING THE DAVID CITY MUNICIPAL CODE TO AUTHORIZE AND REGULATE THE DAVID CITY POLICE DEPARTMENT'S USE OF CANINES; AUTHORIZING PUBLICATION IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 17-505 of the Nebraska Revised Statutes authorizes the City of David City, Nebraska, a municipal corporation and city of the second class ("City") to enact ordinances for the general health, safety, morals, and welfare of City and its residents; and

WHEREAS, the David City Police Department ("Department") desires to purchase, own, and use a trained police canine in connection with the Department's law enforcement activities; and

WHEREAS, City finds it in the best interest of City and its residents to authorize Department's use of a trained canine and to amend City's Municipal Code (the "Code") to regulate the same.

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

1. Authorization. City hereby authorizes Department to purchase a canine for use as a trained police canine in connection with Department's law enforcement activities and in accordance with all federal, state, local laws, and all written policies concerning the use of police canines that Department adopts.

2. Amendment to Section 1-509. City hereby amends Section 1-509 of the Code by adding the following as a new subsection (c) of Section 1-509:

C. The David City Police Department shall have the authority to purchase, own, maintain, and utilize a trained police canine in connection in accordance with all applicable laws, ordinances, and policies. The David City Police Department shall keep on record a "K9 Operations" policy describing the roles and uses of the police canine and the David City Police Department's administration of the same, including appointing a primary employee of the David City Police Department that shall be primarily responsible for care and operation of the police canine, including obtaining all necessary licensure, permits, and certifications from all training agencies and the State of Nebraska, as applicable. Neither the City of David City, Nebraska, the David City Police Department, nor the police canine, shall be liable to any person for damages the police canine causes to the extent Section 54-601 of the Nebraska Revised Statutes allows.

3. Amendment to Section 3-101. City hereby amends Section 3-101 of the Code by removing it in its entirety and replacing it with the following:

SECTION 3-101: OBSTRUCTING AN OFFICER OR POLICE CANINE.

It shall be a Class I misdemeanor and punishable in accordance with Section 28-106(1) of the Nebraska Revised Statutes for any person to intentionally obstruct, impair, or hinder, through the use or threat of violence, force, physical interference, or obstacle, the enforcement of the penal law, the Municipal Code of the City of David City, Nebraska, or the preservation of the peace by a police officer, a police canine assisting the police officer, or a judge. For purposes of this section a "police canine" shall mean a canine the police department owns for the purpose of assisting a police officer pursuant to Chapter 1, Article 5 of the David City Municipal Code. (Nebraska Revised Statutes Section 28-906).

4. Conflicting Ordinances. City hereby repeals any other ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this Ordinance and in conflict herewith to the extent of the conflict thereof.

5. Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

Passed and approved this 25th day of March, 2026.

Jessica Miller, Mayor

ATTEST

Lori Matchett, Deputy City Clerk

APPROVED AS TO FORM:

David C. Levy, Esq., City Attorney

RESOLUTION NO. 3-2026

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, ADOPTING A POLICY TO CHARGE CUSTOMERS CREDIT CARD PROCESSING FEES ON PAYMENTS TO DAVID CITY UTILITIES; REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 1-605(A) of the David City Municipal Code (the "Code") authorizes the City of David City, Nebraska, a municipal corporation and city of the second class ("City") to accept payments via credit cards; and

WHEREAS, Section 1-605(F) of the Code allows City to charge customers a surcharge or convenience fee to offset administrative fees a credit card company charges City; and

WHEREAS, Section 13-609(6) of the Nebraska Revised Statutes prohibits City from charging a surcharge or convenience fee in excess of the administrative fees the credit card company charges; and

WHEREAS, City desires to charge customers a fee equal to the fee the credit card company charges City for payments made to David City Utilities; and

WHEREAS, City finds it in the best interest of City and its residents to adopt this policy.

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

- 1. Administrative Fee.** City hereby imposes a fee upon all credit card payments made to David City Utilities equal to the administrative fee the credit card company charges City. The fee shall be payable by the customer making the payment and shall be due at the time of the payment.
- 2. Conflicting Resolutions.** City repeals all other resolutions and portions of resolutions passed and approved prior to the passage, approval, and publication of this Resolution and in conflict herewith to the extent of the conflict thereof.
- 3. Further Action.** City authorizes the Mayor and City Clerk to take such other action and execute such other documents as may be reasonably necessary to effectuate the purposes herein.
- 4. Effective Date.** This Resolution takes immediate effect upon approval.

PASSED AND APPROVED THIS 25th day of March, 2026.

ATTEST

Lori Matchett, City Clerk

Jessica Miller, Mayor

APPROVED AS TO FORM:

David C. Levy, Esq., City Attorney

Contractor's Application for Payment

Owner: <u>City of David City</u>	Owner's Project No.: _____
Engineer: <u>JEO Consulting Group, Inc.</u>	Engineer's Project No.: <u>202024.00</u>
Contractor: <u>Velocity Constructors Inc.</u>	Contractor's Project No.: _____
Project: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>	
Contract: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>	
Application No.: <u>31</u>	Application Date: <u>2/1/2026</u>
Application Period: From <u>9/30/2025</u> to <u>2/1/2026</u>	

1. Original Contract Price		\$ 10,562,772.00
2. Net change by Change Orders		\$ 452,817.76
3. Current Contract Price (Line 1 + Line 2)		\$ 11,015,589.76
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$ 11,015,589.76
5. Retainage		
a. <u>Reduced</u> X \$ 11,015,589.76 Work Completed =		\$ -
b. <u>5%</u> X \$ - Stored Materials =		\$ -
c. Total Retainage (Line 5.a + Line 5.b)		\$ -
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 11,015,589.76
7. Less previous payments (Line 6 from prior application)		\$ 10,965,589.76
8. Amount due this application		\$ 50,000.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$ -

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: James Sulzbach - Project Manager Velocity Constructors

Signature: *James Sulzbach* **Date:** 2/5/2026

Recommended by Engineer	Approved by Owner
By: <u><i>Ethan Joy, P.E.</i></u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>2/5/2026</u>	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		

Application No.: 31 **Application Period:** From 09/30/25 to 02/01/26 **Application Date:** 02/01/26

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
BASE BID GROUP A - General Water Plant Improvements¹								
B-1.01	Mobilization	1,030,293.00	1,030,293.00	-	-	1,030,293.00	100%	-
B-1.02	Bonding and Insurance	66,647.00	66,647.00	-	-	66,647.00	100%	-
B-1.03	Aerator Rehabilitation and Cleaning	114,481.00	114,481.00	-	-	114,481.00	100%	-
B-1.04	Existing Pipe Cleaning & Repainting	57,573.00	57,573.00	-	-	57,573.00	100%	-
B-1.05	Electrical Improvements, Complete	1,840,041.00	1,840,041.00	-	-	1,840,041.00	100%	-
B-1.06	Demolition of Exterior Infrastructure	32,732.00	32,732.00	-	-	32,732.00	100%	-
B-1.07	Demolition of Interior Infrastructure	90,500.00	90,500.00	-	-	90,500.00	100%	-
B-1.08	Building Improvements (Doors/Windows)	80,036.00	80,036.00	-	-	80,036.00	100%	-
B-1.09	Building Improvements (Interior Painting)	523,405.00	523,405.00	-	-	523,405.00	100%	-
B-1.10	First Floor Roof Membrane Replacement	174,179.00	174,179.00	-	-	174,179.00	100%	-
B-1.11	Skylight Replacement	48,568.00	48,568.00	-	-	48,568.00	100%	-
B-1.12	HVAC Improvements	148,128.00	148,128.00	-	-	148,128.00	100%	-
B-1.13	Plumbing Improvements	92,021.00	92,021.00	-	-	92,021.00	100%	-
B-1.14	Lab Improvements	21,099.00	21,099.00	-	-	21,099.00	100%	-
B-1.15	Hardness Monitoring Equipment and Meters	77,743.00	77,743.00	-	-	77,743.00	100%	-
B-1.16	Site Paving and Grading	58,690.00	58,690.00	-	-	58,690.00	100%	-
B-1.17	Fencing and Gates	58,513.00	58,513.00	-	-	58,513.00	100%	-
B-1.18	Misc. Site Improvements	148,846.00	148,846.00	-	-	148,846.00	100%	-
B-1.19	Exterior Piping Improvements	338,959.00	338,959.00	-	-	338,959.00	100%	-
B-1.20	Seeding, Fertilizer and Mulch	6,610.00	6,610.00	-	-	6,610.00	100%	-
B-1.21	Erosion Control	5,751.00	5,751.00	-	-	5,751.00	100%	-
BASE BID GROUP B - Gravity Filter System Improvements¹								
B-1.22	New Gravity Filter Equipment, Complete (Media/Wash Troughs/ Air Blower/ Control Panel / Solenoid Panel / Instrumentation / Piping / Valves / Media Strainers)	693,132.00	693,132.00	-	-	693,132.00	100%	-
B-1.23	Gravity Filter Equipment Installation	45,979.00	45,979.00	-	-	45,979.00	100%	-
B-1.24	Electrical	25,200.00	25,200.00	-	-	25,200.00	100%	-

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		

Application No.: 31 **Application Period:** From 09/30/25 to 02/01/26 **Application Date:** 02/01/26

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
BASE BID GROUP C - Reverse Osmosis¹								
B-1.25	CCRO and CIP Tank Skids (Equipment Only)	2,126,760.00	2,126,760.00	-	-	2,126,760.00	100%	-
B-1.26	CCRO and CIP Tank Skids (Installation)	7,208.00	7,208.00	-	-	7,208.00	100%	-
B-1.27	Existing Maintenance Facility Demolition	27,093.00	27,093.00	-	-	27,093.00	100%	-
B-1.28	RO Room Expansion, Block Construction	245,926.00	245,926.00	-	-	245,926.00	100%	-
B-1.29	New Existing Maintenance Facility Floor Pavement	3,174.00	3,174.00	-	-	3,174.00	100%	-
B-1.30	New Existing Maintenance Facility Roof	28,709.00	28,709.00	-	-	28,709.00	100%	-
B-1.31	Overhead Doors	22,781.00	22,781.00	-	-	22,781.00	100%	-
B-1.32	Access Doors	8,791.00	8,791.00	-	-	8,791.00	100%	-
B-1.33	Single Girder Bridge Crane & Hoist (Equipment Only)	20,361.00	20,361.00	-	-	20,361.00	100%	-
B-1.34	Single Girder Bridge Crane & Hoist (Installation)	12,387.00	12,387.00	-	-	12,387.00	100%	-
B-1.35	Below Grade CCRO Skid Piping, Complete	57,740.00	57,740.00	-	-	57,740.00	100%	-
B-1.36	Above Grade CCRO & CIP Skid Piping, Complete	129,743.00	129,743.00	-	-	129,743.00	100%	-
B-1.37	Electrical	10,080.00	10,080.00	-	-	10,080.00	100%	-
BASE BID GROUP D - Intermediate Clearwell¹								
B-1.38	Intermediate Clearwell Structural Concrete	170,506.00	170,506.00	-	-	170,506.00	100%	-
B-1.39	Clearwell Hatches	15,613.00	15,613.00	-	-	15,613.00	100%	-
B-1.40	Vertical Turbine Pumps	113,608.00	113,608.00	-	-	113,608.00	100%	-
B-1.41	Degassifier (Equipment Only)	112,153.00	112,153.00	-	-	112,153.00	100%	-
B-1.42	Degassifier (Installation)	6,407.00	6,407.00	-	-	6,407.00	100%	-
B-1.43	Pump Building, Block Construction	116,781.00	116,781.00	-	-	116,781.00	100%	-
B-1.44	Stairs and Miscellaneous Metals	4,603.00	4,603.00	-	-	4,603.00	100%	-
B-1.45	Clearwell Ladders	4,749.00	4,749.00	-	-	4,749.00	100%	-
B-1.46	Fluid Applied Exterior Membrane	103,757.00	103,757.00	-	-	103,757.00	100%	-
B-1.47	Intermediate Clearwell Piping, Fittings, Valves, Meters, Complete	77,335.00	77,335.00	-	-	77,335.00	100%	-
B-1.48	Weir Plate and Weir Window	4,398.00	4,398.00	-	-	4,398.00	100%	-
B-1.49	Electrical	50,400.00	50,400.00	-	-	50,400.00	100%	-

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		

Application No.: 31 **Application Period:** From 09/30/25 to 02/01/26 **Application Date:** 02/01/26

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
BASE BID GROUP E - Chemical Feed System Improvements¹								
B-1.50	Chemical Feed System Improvements	149,305.00	149,305.00	-	-	149,305.00	100%	-
B-1.51	Gas Chlorine System Improvements	62,365.00	62,365.00	-	-	62,365.00	100%	-
B-1.52	Electrical	15,120.00	15,120.00	-	-	15,120.00	100%	-
BASE BID GROUP F - Backwash Improvements¹								
B-1.53	Backwash Waste Pump and Piping Improvements, Complete	161,971.00	161,971.00	-	-	161,971.00	100%	-
B-1.54	Proposed Manhole Improvements	1,551.00	1,551.00	-	-	1,551.00	100%	-
B-1.55	Backwash Pit Access Hatch	3,727.00	3,727.00	-	-	3,727.00	100%	-
B-1.56	Backwash Supply Pump and Piping Improvements, Complete	103,300.00	103,300.00	-	-	103,300.00	100%	-
B-1.57	Electrical/Generator	252,000.00	252,000.00	-	-	252,000.00	100%	-
Bid Alternate #1								
BA1-1	Gravity Filter Effluent Valve Replacement ¹	220,730.00	220,730.00	-	-	220,730.00	100%	-
Bid Alternate #2								
BA2-1	Demolish Existing Upflow Clarifier Unit, Complete ¹	113,190.00	113,190.00	-	-	113,190.00	100%	-
Original Contract Totals		\$ 10,343,448.00	\$ 10,343,448.00	\$ -	\$ -	\$ 10,343,448.00		\$ -
Change Orders								
CO-1	12" Underslab Pipe	54,560.00	54,560.00	-	-	54,560.00	100%	-
CO-2	Misc	84,742.51	84,742.51	-	-	84,742.51	100%	-
CO-3	Misc	114,989.00	114,989.00	-	-	114,989.00	100%	-
CO-4	Lights and Fence - Drive way	17,454.00	17,454.00	-	-	17,454.00	100%	-
CO-5	-Aggregate+Sink+Trans & BFV+Delay	72,262.00	72,262.00	-	-	72,262.00	100%	-
CO-6	Pump Overflow Landscaping and Overflow	68,810.25	68,810.25	-	-	68,810.25	100%	-
CO-7	Painting	40,000.00	40,000.00	-	-	40,000.00	100%	-
Change Order Totals		\$ 452,817.76	\$ 452,817.76	\$ -	\$ -	\$ 452,817.76	100%	\$ -
Unit Price								
B2	Install Aggregate	15,215.00	15,215.00	-	-	15,215.00	100%	-
B3	Final Clearwell Roof	14,030.00	14,030.00	-	-	14,030.00	100%	-
BA31	Install 6" Pavement	190,079.00	190,079.00	0	-	190,079.00	100%	-
Original Contract and Change Orders								
Project Totals		\$ 11,015,589.76	\$ 11,015,589.76	\$ -	\$ -	\$ 11,015,589.76	100%	\$ -

¹ Sales Tax for Materials & Equipment Included

Stored Materials Summary

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		

Application No.: 31 Application Period: From 09/30/25 to 02/01/26 Application Date: 02/01/26

A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I - L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J + K) (\$)	
B-1.19	5894991		Yard Pipe	On Site	3	36,399.00	-	36,399.00	36,399.00		36,399.00	-
B-1.19	5898108		Yard Pipe	On Site	4	3,033.85	-	3,033.85	3,033.85		3,033.85	-
B-1.19	5835976		Yard Pipe	On Site	4	4,484.62	-	4,484.62	4,484.62		4,484.62	-
B-1.19	835125		Yard Pipe	On Site	4	6,039.99	-	6,039.99	6,039.99		6,039.99	-
B-1.19	896907		Yard Pipe	On Site	4	23,979.17	-	23,979.17	23,979.17		23,979.17	-
B-1.19	5897709		Yard Pipe	On Site	4	29,725.95	-	29,725.95	29,725.95		29,725.95	-
B-1.28 & 38			Rebar	On Site	4	33,900.00	-	33,900.00	33,900.00		33,900.00	-
B-1.19	T241554		Yard Pipe	On Site	5	370.34	-	370.34	370.34		370.34	-
B-1.19	T203897		Yard Pipe	On Site	5	520.82	-	520.82	520.82		520.82	-
B-1.19	T063762		Yard Pipe	On Site	5	1,012.90	-	1,012.90	1,012.90		1,012.90	-
B-1.24,37,49,52,57	Pay App 2		Electrical Fixtures	On Site	5	30,708.14	-	30,708.14	30,708.14		30,708.14	-
B1.56	0902556-IN		Electric Pumps	On Site	6	26,934.00	-	26,934.00	26,934.00		26,934.00	-
B1.47	34604		Mellen Valves PRV	On Site	7	27,865.08	-	27,865.08	27,865.08		27,865.08	-
B1.43	26123		Misc Metals Decking	On Site	7	5,000.00	-	5,000.00	5,000.00		5,000.00	-
B-1.57	13 Invoices		Electrical	On Site	7	112,151.76	-	112,151.76	112,151.76		112,151.76	-
B-1.22	92500		WesTech	Submittals	7	22,224.99	-	22,224.99	22,224.99		22,224.99	-
B1.31	228627		Overhead Doors	On Site	8	17,000.00	-	17,000.00	17,000.00		17,000.00	-
B-1.19	8 Invoices		Yard Pipe	On Site	9	15,646.65	-	15,646.65	15,646.65		15,646.65	-
B-1.47	Mellen		Air Vac	On Site	9	3,442.69	-	3,442.69	3,442.69		3,442.69	-
B-1.53	1 Invoice		Inside Pipe	On Site	9	23,997.39	-	23,997.39	23,997.39		23,997.39	-
B-1.17	T897108		Lang Fence	On Site	9	21,500.00	-	21,500.00	21,500.00		21,500.00	-
B-1.40			Vertical Turbine Pumps	On Site	10	85,940.88	-	85,940.88	85,940.88		85,940.88	-
B-1.05	HOA		Electrical HOA	Pictures	10	143,249.80	-	143,249.80	143,249.80		143,249.80	-
B-1.22	Mellen		Gate Valves	On Site	10	20,930.00	-	20,930.00	20,930.00		20,930.00	-
B-1.47	C&M		Clearwell Pipe	On Site	10	6,053.55	-	6,053.55	6,053.55		6,053.55	-
B-1.22	Vessco		Blower	On Site	11	50,000.00	-	50,000.00	50,000.00		50,000.00	-
B-1.25	Gurney		Split Case Pump	On Site	11	18,227.00	-	18,227.00	18,227.00		18,227.00	-
B1.47	8 Invoices		Piping	On Site	11	29,798.29	-	29,798.29	29,798.29		29,798.29	-
B-1.50	Gurney		Chem Feed	On Site	12	113,869.00	-	113,869.00	113,869.00		113,869.00	-
B-1.22	WesTech		Troughs	On Site	12	103,664.94	-	103,664.94	103,664.94		103,664.94	-
B-1.56	Mellen		Valves	On Site	12	7,651.85	-	7,651.85	7,651.85		7,651.85	-
B-1.56	3 Invoice		Inside Piping	Onsite	12	34,824.08	-	34,824.08	34,824.08		34,824.08	-
B-1.22	94231		Filter Rehab - WesTech	Onsite	13	187,247.48	-	187,247.48	187,247.48		187,247.48	-
B-1.22	35522		Mellen - Valves	Onsite	13	90,506.40	-	90,506.40	90,506.40		90,506.40	-
B-1.19	35489		Mellen - Valves	Onsite	13	24,828.20	-	24,828.20	24,828.20		24,828.20	-
B-1.19	35608		Mellen - Valves	Onsite	13	44,019.10	-	44,019.10	44,019.10		44,019.10	-
B-1.36	10 Inv		Core and Main - Piping	Onsite	13	39,821.77	-	39,821.77	39,821.77		39,821.77	-
B-1.11	Pay App 1		Skylight	Onsite	14	24,882.00	-	24,882.00	24,882.00		24,882.00	-
B1.18,44,45,48,BA2-1	Pay App		Misc Metals Decking	Onsite	14	45,000.00	-	45,000.00	45,000.00		45,000.00	-
BA1-1	35785		Valves	Onsite	14	50,000.00	-	50,000.00	50,000.00		50,000.00	-
B-1.19	CI 438085		RCP	Onsite	14	2,671.00	-	2,671.00	2,671.00		2,671.00	-
B-1.36	U550028		Piping	Onsite	14	6,933.75	-	6,933.75	6,933.75		6,933.75	-
B-1.05	11766		Enclosures	Onsite	14	13,819.66	-	13,819.66	13,819.66		13,819.66	-
B-1.53	2212-15350		Valves	Onsite	14	30,555.80	-	30,555.80	30,555.80		30,555.80	-
B-1.08	Pay App		Misc Metals Decking	Onsite	14	40,000.00	-	40,000.00	40,000.00		40,000.00	-
B-1.36			Check Valves	Onsite	15	15,817.55	-	15,817.55	15,817.55		15,817.55	-

Stored Materials Summary

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		

Application No.:		31		Application Period:		From	09/30/25	to	02/01/26	Application Date:		02/01/26			
A	B	C	D	E	F	G	H	I	J	K	L	M			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I - L) (\$)			
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J + K) (\$)				
B-1.25			RO Submittal	Submittals	15	182,064.25		182,064.25	182,064.25		182,064.25	-			
B-1.14			Plastic Cabinets	Onsite	15	18,159.93		18,159.93	18,159.93		18,159.93	-			
B1.36			Check Valves	Onsite	16	15,817.55		15,817.55	15,817.55		15,817.55	-			
B1.05	2 Invoices		Programing	Onsite	16	42,045.13		42,045.13	42,045.13		42,045.13	-			
B1.36	3 Invoice		Piping	Onsite	16	5,042.47		5,042.47	5,042.47		5,042.47	-			
B1.36	008L0183		RO Piping	Onsite	18	15,316.81	-	15,316.81	15,316.81		15,316.81	-			
												-			
												-			
Totals						\$	1,954,695.58	\$	-	\$	1,954,695.58	\$	1,954,695.58	\$	-



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **the date signed by Client** (“Effective Date”) between **City of David City, Nebraska** (“Client”) and **JEO Consulting Group, Inc.** (“JEO”).

Client’s project, of which JEO’s services under this Agreement are a part, is generally identified as follows:

David City Electrical Distribution Improvements (“Project”).

JEO Project Number: **260990.00**

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. JEO shall provide, or cause to be provided, the services set forth in Exhibit A.

ARTICLE 2 - CLIENT’S RESPONSIBILITIES

2.01 Client Responsibilities

- A. Client responsibilities are outlined in Exhibit A and Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: **See Exhibit A.**
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

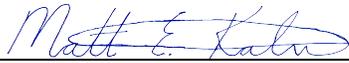
Exhibit A – Scope of Services
Exhibit B – General Conditions

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 Client and JEO 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.

Client: **City of David City, Nebraska**

JEO Consulting Group, Inc.


By: **Jessica Miller**

By: **Matt E. Kalin**

Title: **Mayor**

Title: **Electrical Senior Project Manager**

Date Signed:

Date Signed: **March 20, 2026**

Address for giving notices:

Address for giving notices:

City of David City, Nebraska

JEO Consulting Group, Inc.

490 E. Street; P.O. Box 191

11213 Davenport Street, Suite 200

David City, Nebraska 68632

Omaha, Nebraska 68154

Attn: Pat Hoeft

Attn: Matt Kalin

David City Electrical Distribution Improvements
David City, NE



SCOPE OF SERVICES:
Exhibit A

PROJECT DESCRIPTION:

The City of David City, Nebraska (Client) owns and operates a public electric system that serves the city residents and businesses. There are several areas and two alleys within their electric system that need upgraded. The Client desires to complete multiple pole replacements, upgrade the existing overhead line between North 4TH & 5TH Streets and C & D Streets, and convert a section of line to underground on the west side of Parcel ID 120001701 (325 3RD Street).

The work to be performed by the Engineer shall generally encompass and include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design of the project, as well as, to provide bidding assistance, and construction administration of the project.

The improvements will be constructed by a Contractor under a separate construction contract with the Client, which will be awarded through a formal bidding process. It is anticipated that there will be one Prime Contractor contract to complete the work. It is expected that materials will be furnished by the Client and installed by a Contractor.

1 ENGINEERING SERVICES:

1.1 Electrical Design:

- 1.1.1 Provide project management oversight over all facets and phases of the project.
- 1.1.2 Coordinate with Client and other key stakeholders on the preferred installation method(s) and product(s) to be utilized.
- 1.1.3 Develop material list and list of standard details for Client to procure materials necessary to complete the project.
- 1.1.4 Prepare set of technical specifications.
- 1.1.5 Prepare Division 00 and 01 bidding requirements and contract general conditions specifications.
- 1.1.6 Conduct an internal 90% quality assurance and quality control (QA/QC) review of the plans and specifications.
- 1.1.7 Prepare forms for Contract Documents including Invitation to Bid used for the advertisement, Bid Form, construction contracts between Client and Contractor, and necessary payment and performance bonds and insurance requirements.
- 1.1.8 Create final plan and specification set and sign and seal by an engineer registered in the State of Nebraska.
- 1.1.9 Present 100% complete design documents for the project (Plans, Specifications, and Contract Documents) to the Client electronically along with two hard copies for approval to bid the project. (One meeting)

1.2 Bidding and Negotiation:

- 1.2.1 Provide assistance with authorizing the advertisement for bids and setting the bid date, location, and time. It is expected that there will be one bid opening for the project.
- 1.2.2 Furnish copies of the plans, specifications, and contract documents of the project to prospective bidders and other interested parties upon their request and payment of the purchase cost established for the documents.
- 1.2.3 Supply the Invitation to Bidders to the Client for publication in the official media outlet(s).
- 1.2.4 Assist the Client in securing construction bids for the project.
- 1.2.5 Respond to inquiries from prospective bidders; prepare any addenda required.
- 1.2.6 Provide necessary form(s) and administer the bid opening for the project. (One meeting)
- 1.2.7 Assist the Client with tabulation of bids received, review bids received, and make a formal written recommendation of award to the Client.
- 1.2.8 Present formal recommendation of award to Client for approval. (One meeting)
- 1.2.9 Prepare Contract Documents (Notice of Award, Construction Contract, Notice to Proceed) for execution by the Prime Contractor and Client; provide cursory reviews of all insurance and bond submittals and present to Client's legal and insurance counsel for approval; then advise the Client to proceed with execution of all documents.
- 1.2.10 Provide copies of all executed Contract Documents to the Client and Prime Contractor.

1.3 Construction Services:

- 1.3.1 Schedule and conduct a Pre-construction Conference prior to construction beginning. Conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor(s), review any requirements of the Contractor for locates and staking needs, etc. (One meeting)
- 1.3.2 Provide interpretation of Plans and Specifications, when necessary.
- 1.3.3 Consult with and advise the Client during construction.
- 1.3.4 Review and process Contractor's monthly payment applications, and process change orders, if necessary, and provide to the Client electronically for review and approval. (Six included)
- 1.3.5 Conduct final inspections of the project with Contractor and Client (or Client's representative) to ensure all components of the project have been completed and are acceptable to all parties prior to final payment. Prepare punch-lists of outstanding items needing completion prior to finalization of the project based on field observations, Client, and Contractor. (Two meetings)
- 1.3.6 Prepare a recommendation of substantial completion 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.
- 1.3.7 Prepare post-construction record drawings from data provided by Contractor during the construction process.

2 CLIENT RESPONSIBILITIES

- 2.1 The Client must provide access to all properties where proposed improvements will be placed, etc.
- 2.2 Provide a room/location for all meetings throughout the project.
- 2.3 Provide timely review of documents or requests for information.
- 2.4 Submittal of drawings to regulatory agencies.
- 2.5 Routine field observation for compliance with plans and specifications.

3 FEE

- 3.1 JEO proposes to provide the services defined above for the lump sum fees defined below:

<u>Task:</u>	<u>Fee</u>
Electrical Design	\$ 12,000.00
Bidding and Negotiation	\$ 6,750.00
Construction Services	<u>\$ 19,000.00</u>
Total	<u>\$ 37,750.00</u>

- 3.2 Reimbursable Expenses.
 - 3.2.1 Typical reimbursable expenses are included in the lump-sum and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
 - 3.2.2 Other reimbursable expenses shall be billed at 110% of their cost. None are anticipated on this project.

4 PROGRESS PAYMENTS

- 4.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 4.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).

5 CONTRACT TIME

- 5.1 JEO will work as expeditiously as possible, pending authorization from Client to complete the tasks in this project.
- 5.2 Design Phase: 30-45 working days from authorization to proceed.
- 5.3 Bidding and Negotiation: 30 – 60 working days from authorization to bid.
- 5.4 Construction Services: In keeping with General Contractors schedule for completion; pole replacements and overhead upgrade preferred to be completed in 2026 and underground conversion in first half of 2027. Dependent upon material and Contractor availability.

6 EXCLUSIONS

- 6.1 Topographic survey.
- 6.2 Land rights and ownership.
- 6.3 Boundary surveys and/or legal descriptions of easements or any land acquisitions.
- 6.4 Preparation of any applications, permits, attendance at meetings or other requirements for Nebraska Department of Transportation, Butler County or other regulatory commission(s) or agency(s), not included previously in this Scope of Services.
- 6.5 Shop drawing review of equipment quotes.
- 6.6 Attendance at Client's council meetings, other than those meetings identified previously in this Scope of Services.
- 6.7 Geotechnical investigation of subsurface soils conditions.
- 6.8 Floodplain, Corps 404, or other environmental permitting.
- 6.9 Environmental remediation actions, plans, permits, etc.
- 6.10 Any permit fees associated with permit applications.
- 6.11 Field observation for compliance with plans and specifications on a routine basis (daily/weekly/monthly).

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. ("JEO") shall perform the services described in Exhibit A. JEO shall invoice the client 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. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

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

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

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

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

the project, the time of performance of JEO's services shall be adjusted equitably.

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

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

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

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

7. REUSE OF DOCUMENTS: Instruments of Service are drawings, specifications, models, etc., including those in electronic form prepared by JEO with respect to this Project. Upon execution of this Agreement, JEO grants to Client a nonexclusive license to use JEO's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that Client substantially performs its obligations, including payment for all sums when due, under this agreement. JEO shall be deemed the author and owner of their respective instruments of service and shall retain all intellectual property, common law, statutory and other reserved rights, including copyrights.

Client assumes full responsibility for any unauthorized use of JEO's Instruments of Service and shall indemnify and defend JEO for any claims that may arise out of such

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unauthorized use.

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

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

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

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

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

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

9. 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 client shall indemnify and hold each other 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 client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance with limits not less than shown 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. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

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 client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose

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

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

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

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

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 client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as

possible to expressing the intention of the stricken provision.

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.

19. WAIVER OF CONSEQUENTIAL DAMAGES: Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

20. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.

NOTICE OF AWARD

Date of Issuance: **March 25, 2026**
Owner: **City of David City, Nebraska** Owner's Project No.:
Architect: **JEO Architecture, Inc.** Architect's Project No.: **251890.00**
Project: **David City Ballfield Restroom Addition**
Contract Name: **David City Ballfield Restroom Addition**
Bidder: **T. Novak Construction**
Bidder's Address: **841 30 Rd, Rising City, NE 68658**

You are notified that Owner has accepted your Bid dated **March 19, 2026**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

David City Ballfield Restroom Addition

The Contract Price of the awarded Contract is **\$174,431.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, project change orders, and Work performed on a cost-plus-fee basis, as applicable.

Owner: **City of David City, Nebraska**

By (*signature*): _____

Name (*printed*): **Jessica Miller**

Title: **Mayor**

Copy: Architect

NOTICE TO PROCEED

Owner: City of David City, Nebraska Owner's Project No.: _____
Architect: JEO Architecture, Inc. Architect's Project No.: 251890.00
Contractor: T. Novak Construction Contractor's Project No.: _____
Project: David City Ballfield Restroom Addition
Contract Name: David City Ballfield Restroom Addition
Effective Date of Contract: March 25, 2026

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run within seven (7) days of fully executed Contract between the Owner and Contractor pursuant to Section 00 21 13 - Instructions to Bidders.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The Work will be substantially complete by August 30, 2026.

There are no Milestones for this project.

Before starting any Work at the Site, Contractor must comply with the following:

The ballfields are used heavily from May 4th to Mid-July. Construction operations will need to be coordinated with the owner to minimize disruptions to the concession stand portion of the existing facility and to maintain safety for all users.

Owner: City of David City, Nebraska
By (*signature*): _____
Name (*printed*): Jessica Miller
Title: Mayor
Date Issued: _____

Copy: Architect



March 23, 2026

William Reiter, Recreation Supervisor
City of David City
490 E Street
David City, Nebraska 68632

RE: City of David City – Ballfield Restroom Addition; Bid Summary

Dear William and City Council

JEO has conducted a review of the bids that were received for the construction of the addition to the ballfield restroom building. Based on that review, we offer the following summary.

On behalf of David City, on Friday March 20th, JEO received five (5) bids for the baseball restroom addition. A summary of the received bids is listed in the table below:

Bidder	Total Base Bid
Arrowhead Construction Seward, NE	\$267,611.00
B-D Construction Inc. Columbus, NE	\$222,000.00
Bierman Contracting, Inc. Columbus, NE	\$269,900.00
Scheele-Kayton Construction Lincoln, NE	\$357,000.00
T Novak Construction Inc Rising City, NE	\$174,431.00

Based on these numbers, we feel the five (5) submitted bid offers are generally in the range of what can be expected on a project of this size and scope. All bidders indicated their base bids, provided bid bonds and indicated acceptance of the one addendum that was issued prior to the bid date. T. Novak Construction from Rising City, NE is the apparent low bidder.

Following the bid opening, Mr. Novak confirmed that his proposal is accurate and he has no concerns. As the original builder of the existing facility, T. Novak Construction is uniquely familiar with the site.

Based on our review of the submitted bids and the information summarized above, we recommend that you proceed with establishing a contract for construction with the low bidder T. Novak Construction.

Enclosed with this letter is the bid tab for your review. If the City of David City accepts the low bid, JEO will develop the contract for Construction between the Owner and Contractor. Once the AIA Contract is

developed, JEO will send you a copy of the contract for review prior to sending to the Contractor for signatures.

As the project moves into the Construction/Construction Administration Phase, the Contractor, T. Novak Construction, will become highly involved in construction of restroom addition and the Architect, JEO Architecture, Inc, will take on an administrative role in observing the construction. We suggest that you keep a minimum 20% contingency when establishing your final desired construction budget. This contingency would be for any potential unforeseen conditions and/or change orders that may arise during construction.

If you have any questions or concerns, based on the information and recommendation provided herein, please do not hesitate to give me a call. We look forward to our continued involvement in the successful completion of the restroom addition!

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Meyer', is positioned above the typed name.

Jarred Meyer, Associate AIA | LEED AP BD+C
Sr. Project Designer

Enclosed: Bid Tab Results



Bid Tab

PROJECT | David City Ballfield Restroom Addition

JEO PROJECT NO. | 251890.00

LOCATION | 490 E Street, David City, Nebraska

LETTING | March 20, 2026 @ 11 am

Bidder	Total Base Bid	Acknowledge Addenda (1)	Bid Bond	Notes
Arrowhead Construction Seward, NE	\$267,611.00	x	x	
B-D Construction Inc. Columbus, NE	\$222,000.00	x	x	
Bierman Contracting, Inc. Columbus, NE	\$269,900.00	x	x	
Scheele-Kayton Construction Lincoln, NE	\$357,000.00	x	x	
T Novak Construction Inc Rising City, NE	\$174,431.00	x	x	

