

**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 **Wednesday, December 10, 2025**, in the **meeting room of the City Office, 490 E Street, David City, Nebraska**.

This agenda is available on our Web site for public inspection and may be modified up to twenty-four hours prior to the opening of the meeting.

Dated this .

AGENDA AS FOLLOWS:

1. Roll Call;

Mayor Jessica Miller

2. Pledge of Allegiance;

3. Inform the Public about the location of the Open Meetings Act and the Citizens Participation Rules;

Council President Bruce Meysenburg

4. Minutes of the November 12, 2025, meeting of the Mayor and City Council;

Council member Thomas J. Kobus

5. Approval of Claims;

Council member James Angell

6. Presentation of Award to Forney Repair for being selected as the Best of 2025 Diesel Engine Repair Service;

Council member Patrick J. Meysenburg

7. Committee and Officer Reports/Butler County Development Board update and presentation of Certificates of Appreciation;

- Daniel Sobota - 5 years
- William Reiter - 5 years
- John Smaus - 5 years

Council member Kevin Woita

8. Consider accepting the retirement of City Clerk-Treasurer Tami Comte;*

Council member Keith Marvin

City Clerk Tami L. Comte

9. Consider appointing Lori Matchett as City Clerk - Treasurer, with salary according to Ordinance No. 1513;*

10. Consider Pay Application No. 1 for Gehring Construction & Ready Mix Co., Inc. in the amount of \$172,596.19 for the 2024 Nebraska Street Extension;*

11. Consider Pay Application No. 21 for BRB Contractors, Inc. in the amount of \$466,615.86 for the Wastewater Treatment Plant Improvement Project;*

12. Consider Pay Application No. 1 (Final) for Maguire Iron, Inc. in the amount of \$245,250.00 for the 2025 Water Tower Repainting;*

13. Consider Change Order No. 1 for Rutjens Construction in the amount of \$(18,749.00) for the 2025 Water Main Improvements: North 7th Street from J Street to O Street, adjustment of final quantities;*

14. Consider Pay Application No. 2 & Final for Rutjens Construction in the amount of \$38,251.99 for the 2025 Water Main Improvements: North 7th Street from J Street to O Street; *

15. Consider Certificate of Substantial Completion for Rutjens Construction, Inc. for the 2025 Water Main Improvements: North 7th Street from J Street to O Street; *

16. Consider Pay Application No. 10 (Final) to Municipal Pipe Tool Company in the amount of \$11,407.27 for the South Area Sewer Rehabilitation;*

17. Public Hearing concerning an existing Community Development Block Grant Tourism Development (CDBG-TD) project benefiting the Bone Creek Art Museum;*

18. Consider the Community Development Block Grant Tourism Development (CDBG-TD) project benefitting the Bone Creek Art

Museum as being satisfied by the national objective for Limited
Clientele Activities (LMC); *

19. Consider advertising for bids for a new Backhoe with trade-in of
the used Case 580SN Backhoe; *

20. Consider Ordinance No. 1522 updating the Electric Rates; *

21. Consider Ordinance No. 1523 amending the David City Municipal
Code to adopt and codify a policy requiring two signatures on all
checks and payments it issues or purchases over a certain value;*

22. Consider Ordinance No. 1524 in addition to changes in David City
Municipal Code to allow for consistent language and application of
affected ordinances.

23. Consider Ordinance No. 1525 amending Chapter 4 of the David
City Municipal Code to regulate the use of Lawnmowers and Tractors
within the City;*

24. Discuss/consider authorization to remove balance on accounts
deemed uncollectible; *

25. Discuss Downtown Lighting options and updates; *

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

27. Adjourn;

CITY COUNCIL PROCEEDINGS
November 12, 2025

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the meeting room of the City Office at 490 "E" Street, David City, Nebraska. The Public had been advised of the meeting by posting in four public places (City Office, US Post Office, Butler County Courthouse, and Hruska Public Library). The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda, which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Mayor Jessica Miller, Council President Bruce Meysenburg, Council members Rick Holland, Jim Angell, Jeremy Abel, Keith Marvin, Kevin Woita, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, and Deputy City Clerk Lori Matchett. City Attorney David Levy attended via Zoom. City Clerk-Treasurer Tami Comte was absent.

Also present for the meeting were: Police Officer Chris Baete, Water Department Supervisor John Kobus, Water Operator William Fiala III, Ethan Joy of JEO Consulting Group, Account Clerk Rachel Kahnk, Street Supervisor Chris Kroesing, Rick Schneider of JonesGroup, Inc., Mark Sloup of Sloup Lawn Care, Bryon & Mary Forney, Nick & Chelsea Sypal, Marlene & Nick Hein, Bobbi Burgess, Virgene Otte, Payton Housenfeldt from CAT, and Zach Happel of Murphy Tractor & Equipment. Scott Steager from Steager Lawn Service 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. She also reminded the public that if they speak tonight in front of the Council, they must state their name and address for the record.

Council member Jim Angell made a motion to approve the minutes of the October 22, 2025, 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.

City Street Department Supervisor Chris Kroesing introduced himself and spoke about the completed work of Hein Construction. Hein Construction has replaced the paving that was incorrectly laid and has completed satisfactory work. Street Supervisor Chris Kroesing is recommending that Hein Construction be paid for the work.

Council member Rick Holland made a motion to approve the claim to Hein Construction. 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 Kevin Woita made a motion to approve the claim to D-Sign Shop. Council member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Abstain (with Conflict), Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 5, Nay: 0, Abstain (with Conflict): 1.

Council members discussed spending and claims, recommending that the City of David City & David City Utilities establish a purchasing policy for any purchases exceeding \$100.00. City Attorney David Levy will work on a resolution to address spending and a purchase policy for the December 10, 2025, council meeting.

Council member Rick Holland made a motion to approve the claims as presented. 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.

Mayor Jessica Miller gave a summary of the Communities for Kids activities from October 2025.

Council member Bruce Meysenburg gave a status update of the Butler County Development Board and the discussions that they have been having about hotels.

Council member Kevin Woita made a motion to approve the committee and officer reports and updates on the Butler County Development Board. 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.

Ethan Joy, JEO Consulting Group, introduced himself and spoke about the change orders. It is JEO Consulting Group's recommendation to approve Change Order No. 7 for BRB Contractors, Inc.

Council member Bruce Meysenburg made a motion to approve Change Order No. 7 for BRB Contractors, Inc. in the amount of \$135,701.87 for HVAC equipment in the Headworks and storage buildings and SBR Air Piping modification and new diffusers. 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.

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Work Change Directive

WORK CHANGE DIRECTIVE NO. | 7
DATE | 10/23/2025
PROJECT | Wastewater Treatment Facility Improvements
JEO PROJECT NO. | 251034.00
LOCATION | David City, NE
OWNER | City of David City, NE
CONTRACTOR | BRB Contractors, Inc.

You are directed to proceed promptly with the following change(s):

Description The following is a change to the scope of work to provide required HVAC equipment in the Headworks and Storage buildings. The following is a summarized list of the changes:

Headworks Building:

- Upsize MAU-1
- Upsize EF-1
- Remove dampers
- Add 25 kW heater
- Add duct work to the Pump Pit
- Upsize ACU-1

Storage Building:

- Reduce exhaust fan size
- Add an exhaust fan
- Add a CO2 and NO2 detection system
- Add a 25 kW heater

Purpose of Change Directive These modifications are outlined in the Wastewater Treatment Facility Improvements Peer Review. See the attachments for details about each recommended modification.

Attachment(s) - Appendix Sheets from Wastewater Treatment Facility Improvements Peer Review for the mechanical evaluation in the Headworks, Blower building and Storage building.

- BRB proposal summary
- BRB cost breakdown
- Emails from this discussion

If claim is made that the above changes have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes:

Method of Determining Change in Contract Price

- Unit Prices
- Lump Sum
- Other N/A

Estimated Increase (Decrease) in Contract Price
\$ 62,807.32

Method of Determining Change in Contract Times

- CONTRACTOR's Records
- ENGINEER's Records
- Other N/A

Estimated Increase (Decrease) in Contract Times
0 Days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

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Work Change Directive

Recommended:

Signed by:
Sarah Nguyen
C2899 ENGINEER

10/27/2025

Date

Authorized:

DocuSigned by:
James J. Miller
62800C3E OWNER

11/15/2025

Date

Accepted:

Signed by:
Josh Kling
BB CONTRACTOR

11/4/2025

Date

cc: Project Manager, Resident Project Representative, Contractor, Owner

David City Wastewater Treatment Plant

Peer Review and Evaluation

Element Name: Mechanical Evaluation – Headworks Building

STRUCTURE 10 - HEADWORKS BUILDING – SCREEN ROOM 101

1. It appears the screen room was designed for approximately 10 ACH with a 1600 CFM make-up air unit MAU-1 and 1600 CFM exhaust fan EF-1. In order for the room to be Class 1, Division 2 it requires minimum 12 ACH continuous.
 - a. Recommendation¹: Change make-up air unit MAU-1 from 1600 CFM to 2200 CFM and exhaust fan EF-1 from 1600 CFM to 2200 CFM to meet the required 12 ACH to be Class 1, Division 2.
2. Control dampers are located in outside air inlets and conditioned outside air discharge of make-up air unit MAU-1. Per Ten State Standards, dampers should not be used on exhaust or fresh air ducts and fine screens or other obstructions should be avoided to prevent clogging.
 - a. Recommendation¹: Remove dampers from outside air inlet and conditioned outside air discharge of make-up air unit MAU-1.
3. Two 10 KW electric unit heaters are located within the room to cover the envelope load of approximately 21.7 MBH. If make-up air unit MAU-1 were to lose heating capacity and supply fan and/or exhaust fan EF-1 remain operating the room could reach freezing temperatures.
 - a. Recommendation²: Add 25 KW of additional heat to the room for a total of 45 KW of electric heat.
4. No fresh air is being supplied to Pump Pit 103 located on north end of Screen Room 101. Per Ten State Standards, fresh air shall be forced into enclosed screening device areas or open pits more than 4 feet deep. Pump Pit 103 is approximately 11'-0" deep.
 - a. Recommendation¹: Route 8"x8" conditioned outside air duct down in pit and connect to 12"x12" conditioned outside air duct from make-up air unit MAU-1.

STRUCTURE 10 - HEADWORKS BUILDING – ELECTRICAL ROOM 102

1. Currently being served with a single Packaged Air Conditioning Unit ACU-1. The room has an electrical heat loss load of approximately 49.9 MBH sensible and an envelope load of approximately 4.8 MBH sensible for a total load of 54.7 MBH sensible.

Packaged Air Conditioning Unit ACU-1 Capacity:

ACU-1 Cooling Capacity = 36.0 Total MBH, 25.0 Sensible MBH

ACU-1 Heating Capacity = 6KW, 20.40 MBH

- a. Recommendation²: Provide a Packaged Air Conditioning Unit with the minimum capacities: 55.7 MBH Total / 54.7 MBH Sensible, 6KW, 20.40 MBH Heating

David City Wastewater Treatment Plant

Peer Review and Evaluation

Element Name: Mechanical Evaluation – Storage Building

STRUCTURE 50 - STORAGE BUILDING

1. Storage building is approximately 2,400 SF, and its ventilation is being provided with a 6400 CFM exhaust fan EF-2 and a 48"x48" Outside air louver. Per code the ventilation rate required is Full on rate of not less than 0.75 CFM per SF with a standby rate of not less than 0.05 CFM per SF. To conserve energy the system is allowed to modulate between full capacity and minimum standby capacity. In addition, this building will store vehicles, therefore, per International Fire Code, this system must operate automatically by the use of CO₂ and NO₂ detection devices.
Full capacity will require 1,800 CFM (2,400 SF x 0.75 CFM = 1800 CFM)
Standby rate will require 120 CFM (2,400 SF x 0.05 CFM = 120 CFM)
 - a. Recommendation¹: Reduce the exhaust fan size from 6400 CFM to 1800 CFM to meet the required ventilation rate of 1,800 CFM at 0.75 CFM per SF. Provide an additional continuous operation exhaust fan sized for 120 CFM to meet the required ventilation rate of 0.05 CFM continuous. It is also required to add a CO₂ and NO₂ detection system capable of covering 2,400 SF.
2. Currently there are two 10 KW electric unit heaters located within the storage building, which provides approximately 34.1 MBH each for a total of 68.2 MBH. The building envelope load is approximately 45.3 MBH. If exhaust fan EF-2 (6400 CFM) were to operate in winter conditions, the two heaters would only be capable of providing a temperature rise of approximately 10°F. If exhaust fan EF-2 is reduced to 1800 CFM then the needed heat capacity would be approximately 29 KW, or 98.9 MBH to provide approximately a 50°F temperature rise. This would keep the building above freezing temperature during winter operation. This load combined with the envelope load would be approximately 144.2 MBH. The current design would not be able to provide sufficient heat to keep the building above freezing during winter.
 - a. Recommendation²: Add 25 KW of additional heat with more electric heaters to provide a total of 45 KW of electric heat, or a total of approximately 153.5 MBH. This would provide sufficient heating to the storage building, if the EF-2 is reduced to 1,800 CFM.



10/23/2025

To JEO and the City of David City,

Per WCD #7 dated 7/31/2025, BRB was asked to provide pricing for modifying the HVAC equipment in the headworks and storage buildings on the David City Wastewater Facility Improvements project. Modifications include the following:

- Upsizing the unit heater, fan, and air conditioner
- The existing MAU can still be used, but the motor needs to be upsized to increase the CFM
- Ductwork modifications
- Subcontractor labor
- Coring/modifying the existing blockouts for the new units

Modifying the air conditioning units at the blower building is NOT included in this proposal and will be sent separately. The air conditioning units that were previously purchased (qty 2) will be installed at the headworks building.

Electrical/instrumentation cost modifications to accommodate these HVAC modifications are NOT included as part of this proposal and will instead be sent separately as part of a proposal from the electrician for additional electrical modifications.

The cost of these modifications will be \$62,807.32 and will require an additional eight weeks to reorder parts and install new equipment at the headworks and storage building, to be added from the date of acceptance of this proposal. Updated submittal information showing the new units has been sent with this document. If you have any questions, or would like to discuss this further, please feel free to reach out.

Thank You,

Josh Klug
Project Manager
BRB Contractors, Inc
785-477-3094



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David City
 JEO

Cost Proposal: Modifications to the HVAC Units
 Date: October 16, 2025

Class of Work	QTY.	Unit	Unit Labor	Labor	Total Labor	Unit Material	Extended Material	Equipment Cost	Sub Contract
Modifications to the HVAC Units	1.00	EA			0.00				51978.00
Additional Coring/Blockout Adjustments	1.00	EA			0.00				4000.00
	1.00	EA			0.00				
	1.00	EA			0.00				
	2.50	EA			0.00				
	3.50	EA			0.00				
	1.00	EA			0.00				
	1.00	EA			0.00				
Sub Totals:					\$0.00		\$0.00	\$0.00	\$55,978.00

Material Sub-Total	\$0.00
Labor Sub-Total	\$0.00
Subcontractor-Total	\$55,978.00
Equipment Sub-Total	\$0.00
Sub-Total	\$55,978.00
Sub-Total Without Sub	\$0.00
Contractor's Fee	15.00%
Sub-Contractors Fee	\$0.00
Sub-Contractors Fee	10.00%
Sub-Total	\$5,597.80
Insurance and Bond	2.00%
Sub-Total	\$61,575.80
Sub-Total	\$1,231.52
Total	\$62,807.32

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Fw: Fw: David City WWTP HVAC Submittal Information

From Josh Klug <JoshKlug@brbcontractors.com>
Date Thu 10/23/2025 8:19 AM
To Josh Klug <JoshKlug@brbcontractors.com>

From: jerrod wasson <eventempks@gmail.com>
Sent: Wednesday, October 22, 2025 4:58 PM
To: Josh Klug <JoshKlug@brbcontractors.com>
Subject: Re: Fw: David City WWTP HVAC Submittal Information

\$51,978 without the acs

On Wed, Oct 22, 2025, 4:52 PM Josh Klug <JoshKlug@brbcontractors.com> wrote:
Jerrod,

See below. I forgot about this when you called earlier. In short, the city wants us to break out the AC Units at the blower building from this change order so that they can give the green light on everything else. Can you update your proposal to separate out that cost?

Thanks,

Josh Klug
Project Manager



BRB Contractors

[4646 NW Fielding Rd](#)

PO Box 750940

Topeka, KS 66675

Phone: 785-290-1116

Cell: 785-477-3094

DocuSign Envelope ID: 7903C768-6E5D-42F7-809C-A305FB6BAE0F

ESTIMATE

Even Temp LLC
748 N 100 Road
BALDWIN CITY, KS 66006
(785) 218-2503

ORIGINAL QUOTE FOR
REFERENCE ONLY: INCLUDES
UNAPPROVED AC UNITS AT
BLOWER BUILDING.

BRB Contractors
4646 NW Fielding Road
Topeka, KS 66618

Estimate #: 94
Date: 8/28/2025
Expires On: 9/28/2025

DESCRIPTION	QUANTITY	PRICE	AMOUNT
Change order	1.00	\$81,978.00	-\$81,978.00

Change order based on re submittals

Project Description SUBTOTAL: ~~-\$81,978.00~~

The price includes installation and freight.

price also includes any duct size increases

duct sizing will need to be redrawn to handle

the CFM increase price includes ~~two five time~~

~~ACS for the blower building.~~

SALES TAX: \$0.00

Notes TOTAL: ~~-\$81,978.00~~

Exclusions are concrete concrete sawing or

boring and wiring in high voltage

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Work Change Directive

WORK CHANGE DIRECTIVE NO. | 9
DATE | 10/22/2025
PROJECT | Wastewater Treatment Facility Improvements
JEO PROJECT NO. | 251034.00
LOCATION | David City, NE
OWNER | City of David City, NE
CONTRACTOR | BRB Contractors, Inc.

You are directed to proceed promptly with the following change(s):

Description The following is a change to the scope of work to modify the SBR air piping to add two air diffusers to each existing and new SBR basins. This change includes modifying the existing SBR air piping above grade to install the necessary fittings and piping to install eight (8) new diffusers in four (4) basins.

Purpose of Change Directive This change is to meet the recommendation from Aqua-Aerobic Systems during the submittal process and their design proposal.

Attachment(s) Figure - Proposed Air Piping Modifications
- BRB Proposal
- BRB Cost Breakdown

If claim is made that the above changes have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes:

Method of Determining Change in Contract Price

- Unit Prices
 Lump Sum
 Other N/A

Method of Determining Change in Contract Times

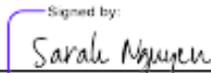
- CONTRACTOR's Records
 ENGINEER's Records
 Other N/A

Estimated Increase (Decrease) in Contract Price
\$ 72,894.55

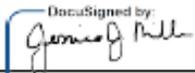
Estimated Increase (Decrease) in Contract Times
4 Days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Recommended:

Signed by:

C2889 ENGINEER
10/23/2025
Date

Authorized:

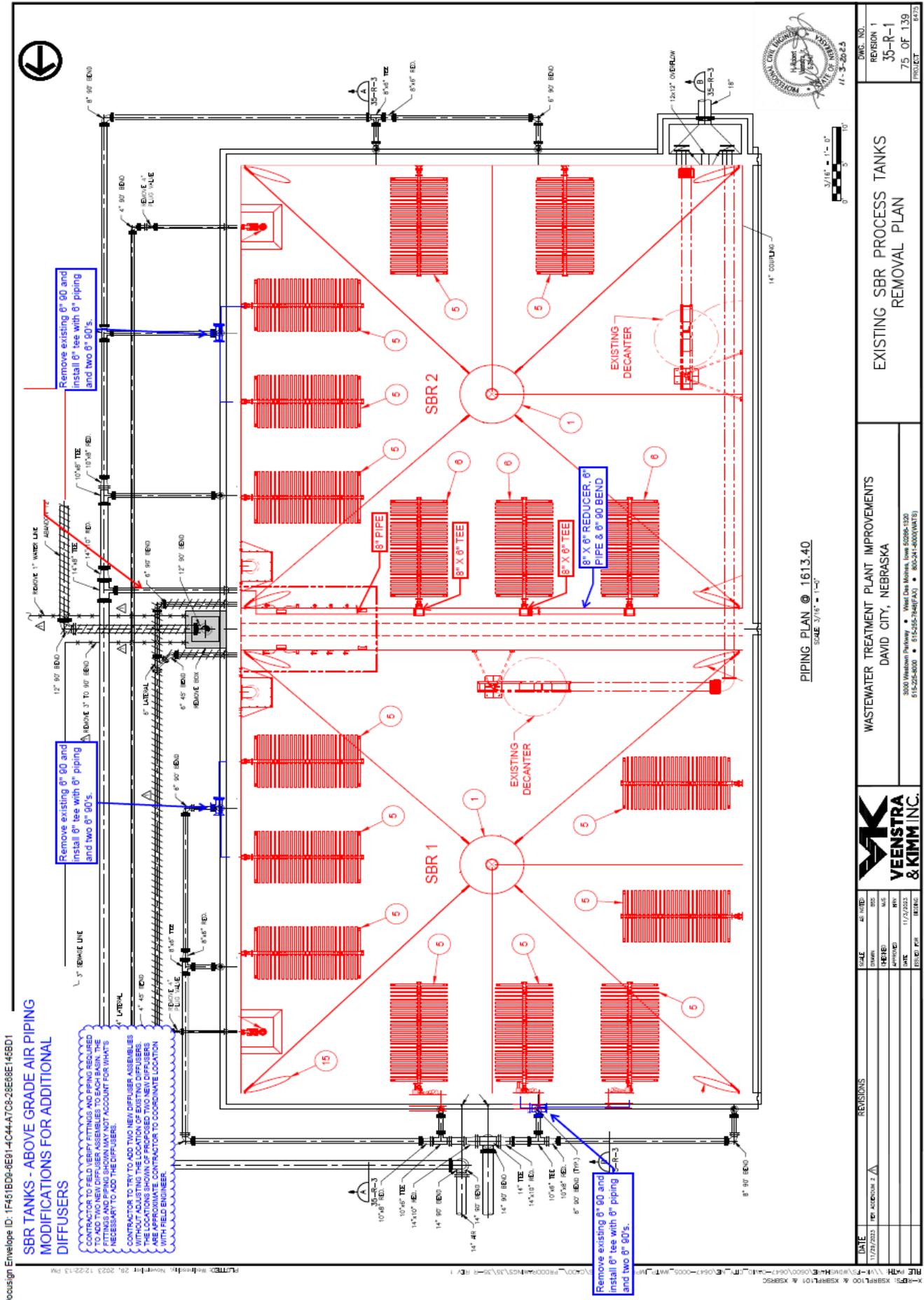
DocuSigned by:

82808C3E OWNER
11/13/2025
Date

Accepted:

Signed by:

BRB CONTRACTOR
10/24/2025
Date

cc: Project Manager, Resident Project Representative, Contractor, Owner



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SBR TANKS - ABOVE GRADE AIR PIPING MODIFICATIONS FOR ADDITIONAL DIFFUSERS

CONTRACTOR TO FIELD VERIFY FITTINGS AND PIPING REQUIRED TO ADD TWO NEW DIFFUSER ASSEMBLIES TO EACH BASIN. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING DIFFUSERS AND APPROXIMATE LOCATION OF PROPOSED TWO NEW DIFFUSERS. THE CONTRACTOR SHALL COORDINATE WITH FIELD ENGINEER NECESSARY TO ADD THE DIFFUSERS.

CONTRACTOR TO PROVIDE TWO NEW DIFFUSER ASSEMBLIES TO EACH BASIN. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING DIFFUSERS AND APPROXIMATE LOCATION OF PROPOSED TWO NEW DIFFUSERS. THE CONTRACTOR SHALL COORDINATE WITH FIELD ENGINEER NECESSARY TO ADD THE DIFFUSERS.

PIPING PLAN @ 1613.40
 SCALE: 3/16" = 1'-0"

REVISIONS		DATE	
NO.	DESCRIPTION	DATE	BY

	WASTEWATER TREATMENT PLANT IMPROVEMENTS DAVID CITY, NEBRASKA 5000 Westwind Parkway • West Omaha, Iowa 68136-1520 515-225-8000 • 515-225-7481(FAX) • 800-241-8000(MTBS)
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DWG. NO. 35-R-1 75 OF 139 PROJECT	REVISION 1 11-3-2025
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**EXISTING SBR PROCESS TANKS
 REMOVAL PLAN**





10/16/2025

To JEO and the City of David City,

Per RFI #1 and RFI #37, there needs to be eight diffusers in each SBR basin instead of the six shown on the contract drawings. This affects several items:

- Additional air pipe beyond what was shown on the contract drawings will be needed to account for the eight additional diffusers.
- The existing buried piping at SBR #1 and #2 will need to be dug up and modified per JEO's updated drawing (attached).

The additional work will take an additional four days and the cost will be \$72,894.55. A breakdown of costs and proposed drawing is provided. If there are any questions about this proposal, feel free to reach out.

Thanks,

Josh Klug

Project Manager
BRB Contractors, Inc
785-477-3094



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David City
 JEO

Cost Proposal: Modifications to the SBR diffuser pipe

Date: October 16, 2025

Class of Work	QTY.	Unit	Unit Labor	Labor	Total Labor	Unit Material	Extended Material	Equipment Cost	Sub Contract
Additional Pipe at Both SBR Basins	1.50	WK	130.00	160.00	20800.00		30843.69	3500.00	
Supervision	2.00	WK	175.00	40.00	7000.00				
	1.00	EA			0.00				
	2.50	EA			0.00				
	3.50	EA			0.00				
	1.00	EA			0.00				
	1.00	EA			0.00				
Sub Totals:					\$27,800.00		\$30,843.69	\$3,500.00	\$0.00

Four man crew for an additional 4 days for pipe
 Additional rock where digging around new SBR

Material Sub-Total	\$30,843.69
Labor Sub-Total	\$27,800.00
Subcontractor-Total	\$0.00
Equipment Sub-Total	\$3,500.00
Sub-Total	\$62,143.69
Sub-Total Without Sub	\$62,143.69
Contractor's Fee	15.00% \$9,321.55
Sub-Contractors Fee	10.00% \$0.00
Sub-Total	\$71,465.24
Insurance and Bond	2.00% \$1,429.30
Total	\$72,894.55

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FERGUSON WATERWORKS #2923
 1251 N CENTURY AVE
 KANSAS CITY, MO 64120-2923

Phone: 816-627-2706
 Fax: 816-920-5723

Deliver To:	.
From:	Taylor Grover taylor.grover@ferguson.com
Comments:	

14:58:16 OCT 15 2025

Page 1 of 3

FERGUSON WATERWORKS #2923

Price Quotation
 Phone: 816-627-2706
 Fax: 816-920-5723

Bid No: B444241
Bid Date: 10/14/25
Quoted By: TXG

Cust Phone: 785-290-1128
Terms: NET 10TH PROX

Customer: BRB CONTRACTORS INC
 3805 NW 25TH ST
 DAVID CITY WWTP IMPROVEME
 (PLANT DIVISION)
 TOPEKA, KS 66618

Ship To: BRB CONTRACTORS INC
 3461 M RD
 DAVID CITY WWTP IMPROVEMEN
 .
 DAVID CITY, NE 68632

Cust PO#: DIFT, DIFB, REST BID

Job Name:

Item	Description	Quantity	Net Price	UM	Total
DFTU	DOM 6 DI 125# C110 FLG TEE CUST ITEM: DFTU SEQ #: 820 6" FLG DI TEE C110 UNLINED/PRIMED	3	618.819	EA	1856.46
DFTXU	DOM 8X8 DI 125# C110 FLG TEE CUST ITEM: DFTXU SEQ #: 821 8" X 8" FLG DI TEE, C110 UNLINED / PRIMED	2	1266.088	EA	2532.18
DF9U	DOM 6 DI 125# C110 FLG 90 BEND CUST ITEM: DF9U SEQ #: 822 6" FLG DI 90 BEND C110 UNLINED / PRIMED	6	359.956	EA	2079.66 \$2,159.74
DF9UM	DOM 6X3 DI 125# C110 FLG 90 BEND CUST ITEM: DF9UM SEQ #: 823 6" X 3" FLG DI C110 90 BEND UNLINED/PRIMED	8	358.026	EA	2864.21
DI350JPX	8 DI CL350 TYTON JT PIPE CUST ITEM: DI350JPX SEQ #: 824 8" TYTON X PE 350 SEAL COAT / SEAL COAT	18	41.724	FT	751.03
DI350TJPU	6 DI CL350 / CL50 TYTON JT PIPE CUST ITEM: DI350TJPU SEQ #: 825 8" TYTON X PE 350 SEAL COAT / SEAL COAT	54	31.883	FT	1711.42 \$1,711.42



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Docusign Envelope ID: 1F451BD9-8E91-4C44-A7C8-28E68E145BD1



FERGUSON WATERWORKS #2923
 Price Quotation

Fax: 816-920-5723

14:58:16 OCT 15 2025
 Reference No: B444241

Item	Description	Quantity	Net Price	UM	Total
SP-8DIPFABSPool	8 DIP FAB SPL - DESCRIPTION BELOW CUST ITEM: SP-8DIPFABSPool SEQ #: 826 6" X 12'-0" FLG X PE DI PIPE - CL53 SC / TN140-1211 RED	3	1271.719	EA	3815.16
DMJ9LAU	DOM 6 MJ C153 90 BEND L/A CUST ITEM: DMJ9LAU SEQ #: 827 6" MJ DI 90 BEND C153 / BIT COAT	3	188.188	EA	564.56
DMJTLAXU	DOM 8X6 MJ C153 TEE L/A CUST ITEM: DMJTLAXU SEQ #: 828 8" X 6" MJ TEE C153 / BIT COAT	3	337.755	EA	1013.27
DMJBGPU	DOM 6 MJ BLT & GSKT PK L/ GLAND CUST ITEM: DMJBGPU SEQ #: 829 6" MJ ACC PACK C153 6	9	32.251	EA	290.26
IMJGPX	8 MJ GLAND PK ACCY KIT C153 CUST ITEM: IMJGPX SEQ #: 830 8" MJ ACC PACK C153 6	3	37.778	EA	113.33
SP-8DIPFABSPool	8 DIP FAB SPL - DESCRIPTION BELOW CUST ITEM: SP-8DIPFABSPool SEQ #: 831 8" X 11'6" FLG X FLG CL53 UNLINED / TN-N140-1211 RED	2	2329.926	EA	4659.85
SP-8DIPFABSPool	6 DIP FAB SPL - DESCRIPTION BELOW CUST ITEM: SP-8DIPFABSPool SEQ #: 832 6" X 8'0" FLG X FLG CL53 UNLINED / TN-N140-1211 RED	6	1086.143	EA	6516.86
SP-8DIPFABSPool	6 DIP FAB SPL - DESCRIPTION BELOW CUST ITEM: SP-8DIPFABSPool SEQ #: 833 6" X 4'0" FLG X FLG CL53 UNLINED / TN-N140-1211 RED	2	922.960	EA	1845.92

Net Total: ~~-\$30843.60~~
Tax: \$0.00
Freight: \$0.00
Total: ~~330843.09~~

\$30,694.25



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

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FERGUSON WATERWORKS #2923
Price Quotation

Fax: 816-920-5723

14:58:16 OCT 15 2025

Reference No: B444241

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2923&on=36419>

Ethan Joy, JEO Consulting Group, introduced himself and recommended approval of Pay Application No. 20 to BRB Contractors, Inc.

Council member Kevin Woita made a motion to approve Pay Application No. 20 for BRB Contractors, Inc. in the amount of \$279,586.77 for the Wastewater Treatment Plant Improvement Project. 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. Yea: 6, Nay: 0.

Docusign Envelope ID: 2A66479D-120C-45AE-821B-6008403DCB51

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>20</u>	Application Date: <u>11/7/2025</u>
Application Period: From <u>9/24/2025</u> to <u>10/21/2025</u>	

1. Original Contract Price	\$ 16,882,000.00
2. Net change by Change Orders	\$ 601,474.50
3. Current Contract Price (Line 1 + Line 2)	\$ 17,483,474.50
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 15,049,347.41
5. Retainage	
a. 5% X \$ 12,010,989.15 Work Completed =	\$ 600,549.46
b. 5% X \$ 3,038,358.26 Stored Materials =	\$ 151,917.91
c. Total Retainage (Line 5.a + Line 5.b)	\$ 752,467.37
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 14,296,880.04
7. Less previous payments (Line 6 from prior application)	\$ 14,017,293.27
8. Amount due this application	\$ 279,586.77
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 3,186,594.46

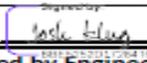
Contractor's Certification

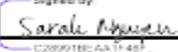
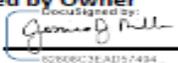
The undersigned Contractor certifies, to the best of its knowledge, the following:

(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: <u>BRB Contractors, Inc.</u>	
Signature: <u></u>	Date: <u>11/7/2025</u>

Recommended by Engineer	Approved by Owner
By: <u></u>	By: <u></u>
Title: <u>Project Engineer</u>	Title: <u>Mayor</u>
Date: <u>11/7/2025</u>	Date: <u>11/13/2025</u>
Approved by Funding Agency	
By: <u>N/A</u>	By: <u>N/A</u>
Title: _____	Title: _____
Date: _____	Date: _____

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Progress Estimate - Lump Sum Work										Contractor's Application for Payment			
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										Owner's Project No.: 251034.00 Engineer's Project No.: NEDAV Contractor's Project No.:			
Item No.	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) (\$)	Application Period: From 09/24/25 to 10/21/25 Application Date: 11/07/25			
			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		23,200.00			23,200.00	93%	1,800.00				
4	Site Clearing	\$ 30,000.00		30,000.00			30,000.00	100%	-				
5	12" & 16" Forcemain Piping	\$ 300,000.00		214,557.08		63,893.68	278,450.76	93%	21,549.24				
6	Other Piping/Valves	\$ 1,395,000.00		413,000.00	160,000.00	574,291.45	1,147,291.45	82%	247,708.55				
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		15,096.14	30,096.14	60%	19,903.86				
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		120,000.00			120,000.00	80%	30,000.00				
11	Concrete Base Structure	\$ 500,000.00		500,000.00			500,000.00	100%	-				
12	Concrete Walls Structure	\$ 1,207,000.00		1,160,000.00	47,000.00		1,207,000.00	100%	-				
13	Concrete Floor/Deck Structure	\$ 350,000.00		320,000.00			320,000.00	91%	30,000.00				
14	Misc. Metals Furnish/Install	\$ 50,000.00				38,975.00	38,975.00	78%	11,025.00				
15	Masonry Above Structure	\$ 225,000.00		225,000.00			225,000.00	100%	-				
16	Doors & Windows Furnish/Install	\$ 65,000.00			40,000.00		40,000.00	62%	25,000.00				
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			80,000.00	80%	20,000.00				
19	Slide Gates Furnish/Install	\$ 100,000.00		92,000.00			92,000.00	92%	8,000.00				
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		250,000.00	80,000.00	592,260.22	922,260.22	71%	377,739.78				
22	Parshall Flume	\$ 10,000.00						0%	10,000.00				
23	Indoor Sampler	\$ 20,000.00						0%	20,000.00				
24	Painting Structure	\$ 40,000.00						0%	40,000.00				
25	Instrumentation & Control Work	\$ 950,000.00		538,253.00		245,490.40	783,743.40	82%	166,256.60				
26	Mechanical Work (both buildings)	\$ 270,000.00		25,000.00		16,920.00	41,920.00	16%	228,080.00				
27	Electrical Work	\$ 700,000.00		364,500.00	40,000.00	85,762.85	490,262.85	70%	209,737.15				
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%	-				

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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:		City of David City		Owner's Project No.:		251034.00		
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.:	20	Application Period:		09/24/25	to	10/21/25	Application Date:	11/07/25
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) (\$)
31	Misc. Metals Furnish/Install	\$ 10,000.00	8,500.00			8,500.00	85%	1,500.00
32	Equipment Fume Install	\$ 15,000.00	15,000.00			15,000.00	100%	-
INFLUENT PUMP STATION								
33	Excavation & Backfill	\$ 160,000.00	150,000.00			150,000.00	94%	10,000.00
34	Concrete Base	\$ 50,000.00	50,000.00			50,000.00	100%	-
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. Metals 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			34,860.00	34,860.00	70%	15,140.00
40	Painting Work	\$ 35,000.00	20,000.00			20,000.00	57%	15,000.00
41	Electrical Work	\$ 50,000.00	9,000.00	5,000.00	6,633.43	20,633.43	41%	29,366.57
NEW SBR STRUCTURE								
42	Excavation & Backfill	\$ 350,000.00	260,000.00	45,000.00		305,000.00	87%	45,000.00
43	SBR Concrete Base Sections	\$ 520,000.00	520,000.00			520,000.00	100%	-
44	SBR Concrete Wall Sections	\$ 1,261,000.00	1,213,000.00	35,000.00		1,248,000.00	99%	13,000.00
45	SBR Basin Equipment Aeration	\$ 1,000,000.00	914,060.50	20,000.00		934,060.50	93%	65,939.50
46	SBR Basin Equipment Pumps	\$ 50,000.00	40,000.00	5,000.00		45,000.00	90%	5,000.00
47	Misc. Metals Furnish/Install	\$ 40,000.00			31,625.00	31,625.00	79%	8,375.00
48	Painting Work	\$ 15,000.00	15,000.00			15,000.00	100%	-
49	Electrical Work	\$ 50,000.00	30,795.00		5,000.00	35,795.00	72%	14,205.00
BLOWER BUILDING MODIFICATIONS								
50	Concrete Floor/Wall Demolition	\$ 15,000.00	10,000.00	4,000.00		14,000.00	93%	1,000.00
51	Excavation & Backfill	\$ 15,000.00	5,000.00	5,000.00		10,000.00	67%	5,000.00
52	New Concrete Floor and Blower Bases	\$ 35,000.00	20,000.00		4,203.29	24,203.29	69%	10,796.71
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	150,000.00		225,103.16	375,103.16	94%	24,896.84
56	Painting Work	\$ 20,000.00	15,000.00			15,000.00	75%	5,000.00
57	Instrumentation & Control Work	\$ 150,000.00	26,000.00		114,060.50	140,060.50	93%	9,939.50
58	Electrical Work	\$ 100,000.00	78,625.00		9,681.02	88,306.02	88%	11,693.98
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	89%	112,683.38

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Progress Estimate - Lump Sum Work									
Contractor's Application for Payment									
Application No.: 20 Application Period: From 09/24/25 to 10/21/25 Application Date: 11/07/25									
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) (\$)	
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%	-	
70	New Building Walls and Roof	\$ 270,000.00	229,259.00	10,000.00	21,000.00	239,259.00	89%	30,741.00	
71	Doors & Windows	\$ 40,000.00					53%	19,000.00	
72	Painting Work	\$ 30,000.00					0%	30,000.00	
73	Electrical Work	\$ 75,000.00	7,000.00	5,000.00	10,000.00	22,000.00	29%	53,000.00	
	DEMO EXISTING HEADWORKS BUILDING								
74	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	\$ 10,902,499.58	\$ 508,500.00	\$ 3,038,358.26	86%	\$ 2,432,642.16	

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

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

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Stored Materials Summary Contractor's Application for Payment

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	Owner's Project No.: 251034.00 Engineer's Project No.: NE30AV Contractor's Project No.:
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A	B	C	D	E	F	09/24/25			10/21/25			11/07/25		
						Materials Stored			Materials Stored			Materials		
						G	H	I	J	K	L	M		
						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) (\$)	Materials Remaining in Storage (I - L) (\$)		
	0174897-IN		Moist			19,110.00		19,110.00				19,110.00		
	0765117-6		Pipe and Fittings			9,402.29		9,402.29				9,402.29		
	0765117-5		Pipe and Fittings			39,726.61		39,726.61				39,726.61		
	0765117-4		Pipe and Fittings			6,442.13		6,442.13				6,442.13		
	0760997-3		Pipe and Fittings			26,816.12		26,816.12				26,816.12		
	0765117-3		Pipe and Fittings			578.28		578.28				578.28		
	766259		Pipe and Fittings			21,663.44		21,663.44				21,663.44		
	764818		Pipe and Fittings			25,146.59		25,146.59				25,146.59		
	96755		Valves			33,531.00		33,531.00				33,531.00		
	8655424-05		Electrical Stored Materials			386.20		386.20	386.20		386.20			
	8656653-00		Electrical Stored Materials			1,335.00		1,335.00	1,335.00		1,335.00			
	8602508-04		Electrical Stored Materials			373.10		373.10	373.10		373.10			
	8694471-00		Electrical Stored Materials			266.93		266.93	266.93		266.93			
	8602508-05		Electrical Stored Materials			2,328.26		2,328.26	2,328.26		2,328.26			
	8635424-08		Electrical Stored Materials			12,514.95		12,514.95	6,000.00		6,000.00	6,514.95		
	8792		Grit Pump			23,395.00		23,395.00				23,395.00		
	29452		Handrail			12,300.00		12,300.00				12,300.00		
	568		HVAC: Air Conditioners			16,920.00		16,920.00				16,920.00		
	0765117-7		Pipe and Fittings			2,528.22		2,528.22				2,528.22		
	766417		Piping System/Ball Valves			3,112.76		3,112.76				3,112.76		
	7700000		Pipe and Fittings			4,184.11		4,184.11				4,184.11		
	765579		Pipe and Fittings			33,920.76		33,920.76				33,920.76		
	0057750-IN		Sand/Oil Trap			10,900.00		10,900.00	10,900.00		10,900.00			
	29678		Ladders			8,250.00		8,250.00				8,250.00		
	769915		Pipe and Fittings			17,343.56		17,343.56				17,343.56		
	1045800		Aqua Aerobics SBR Equipment			254,849.56		254,849.56	100,000.00		100,000.00	154,849.56		
	1046052		Aqua Aerobics SBR Equipment			703,753.84		703,753.84				703,753.84		
	24105-18870		Bar Screen			127,871.00		127,871.00	127,871.00		127,871.00			
	82726-00		Generator			82,368.00		82,368.00	82,368.00		82,368.00			
	8653766-02		Electrical Stored Materials			12,200.28		12,200.28				12,200.28		
	1046371		Aqua Aerobics SBR Equipment			56,029.84		56,029.84				56,029.84		
	448099		Precast Manholes			6,829.90		6,829.90	6,829.90		6,829.90			
	448100		Precast Manholes			6,367.98		6,367.98	6,367.98		6,367.98			
	1046768		Aqua Aerobic Equipment			456,848.92		456,848.92	208,871.77		208,871.77	247,977.15		
	1046711		Aqua Aerobic Equipment			4,266.73		4,266.73				4,266.73		
	789540		Pipe and Fittings			10,912.32		10,912.32				10,912.32		
	777143		Pipe and Fittings			9,368.08		9,368.08				9,368.08		
	50030735331		Blower Room Rebar			4,203.29		4,203.29				4,203.29		
	50113091		Doors and Frames			30,000.00		30,000.00			9,000.00	21,000.00		
	1047062		Aqua Aerobic Equipment			75,103.16		75,103.16				75,103.16		
	12697		Instrumentation Equipment			55,490.40		55,490.40				55,490.40		
	97508		Slide Gates			277,359.52		277,359.52	80,000.00		80,000.00	197,359.52		
	777559		Ductile Iron Pipe and Fittings (SBR)			33,415.07		33,415.07				33,415.07		

Ethan Joy, JEO Consulting Group, introduced himself. JEO Consulting Group is recommending payment of Pay Application No. 1 to Rutjens Construction Inc.

Council member Kevin Woita made a motion to approve Pay Application No. 1 for Rutjens Construction, Inc., in the amount of \$323,565.01 for the 2025 Water Main Improvements: North 7th Street from J Street to O 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.

DocuSign Envelope ID: 3390F2ED-9C96-4D4D-83DC-40A60DFFDBCF

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>231471.00</u>
Contractor: <u>Rutjens Construction, Inc.</u>	Contractor's Project No.: _____
Project: <u>2025 Water Main Improvements: North 7th Street from J Street to O Street</u>	
Contract: <u>2025 Water Main Improvements: North 7th Street from J Street to O Street</u>	
Application No.: <u>1</u>	Application Date: <u>11/3/2025</u>
Application Period: From <u>9/2/2025</u> to <u>10/31/2025</u>	

1. Original Contract Price		\$ 380,566.00
2. Net change by Change Orders		\$ -
3. Current Contract Price (Line 1 + Line 2)		\$ 380,566.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$ 340,594.75
5. Retainage		
a. <u>5%</u> X \$ <u>340,594.75</u> Work Completed =		\$ 17,029.74
b. <u>5%</u> X \$ <u>-</u> Stored Materials =		\$ -
c. Total Retainage (Line 5.a + Line 5.b)		\$ 17,029.74
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 323,565.01
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application		\$ 323,565.01
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$ 57,000.99

Contractor's Certification

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

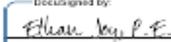
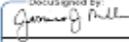
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(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: Rutjens Construction, Inc.

Signature:  **Date:** 11/5/2025

Recommended by Engineer	Approved by Owner
By: <u></u>	By: <u></u>
Title: <u>Project Manager</u>	Title: <u>Mayor</u>
Date: <u>11/5/2025</u>	Date: <u>11/13/2025</u>
Approved by Funding Agency	
By: <u>N/A</u>	By: <u>N/A</u>
Title: _____	Title: _____
Date: _____	Date: _____

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Progress Estimate - Unit Price Work										Contractor's Application for Payment			
Owner: City of David City										Owner's Project No.: 231471.00			
Engineer: JEO Consulting Group, Inc.										Engineer's Project No.:			
Contractor: Rudjens Construction, Inc.										Contractor's Project No.:			
Project: 2025 Water Main Improvements: North 7th Street from J Street to O Street													
Contract: 2025 Water Main Improvements: North 7th Street from J Street to O Street													
Application No.: 1										Application Date: 11/03/25			
From 08/02/25 to 10/31/25													
Bid Item No.	Description	Item Quantity	Units	Contract Information		Value of Bid Item (C X E) (\$)	Work Completed Estimated Quantity Incorporated in the Work (G)	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)	
				Unit Price (\$)	Original Contract (\$)								
1	Mobilization	1	LS	17,000.00	17,000.00	17,000.00	1.00	17,000.00		17,000.00	100%	-	
2	Bonding and Insurance	1	LS	1,500.00	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-	
3	8" PVC Water Main, DR 18, R/L Directionally Bored	1,808	LF	82.00	148,256.00	148,256.00	1,802.00	147,764.00		147,764.00	100%	492.00	
4	8" PVC Water Main, DR 18	21	LF	70.00	1,470.00	1,470.00	21.00	1,470.00		1,470.00	100%	-	
5	6" PVC Water Main, DR 18	18	LF	65.00	1,170.00	1,170.00	18.00	1,170.00		1,170.00	100%	-	
6	4" PVC Water Main, DR 18	7	LF	65.00	455.00	455.00	7.00	455.00		455.00	100%	-	
7	8" Gate Valve and Box, MJ	14	EA	2,315.00	35,210.00	35,210.00	14.00	35,210.00		35,210.00	100%	-	
8	8" Cross, MJ	4	EA	1,104.00	4,416.00	4,416.00	4.00	4,416.00		4,416.00	100%	-	
9	8" x 6" x 8" Tee, MJ	4	EA	885.00	3,540.00	3,540.00	4.00	3,540.00		3,540.00	100%	-	
10	8" 90° Bend, MJ	2	EA	515.00	1,030.00	1,030.00	2.00	1,030.00		1,030.00	100%	-	
11	4" 90° Bend, MJ	6	EA	485.00	2,910.00	2,910.00	6.00	2,910.00		2,910.00	100%	-	
12	8" 45° Bend, MJ	2	EA	613.00	1,226.00	1,226.00	2.00	1,226.00		1,226.00	100%	-	
13	10" x 8" Reducer, MJ	1	EA	687.00	687.00	687.00	1.00	687.00		687.00	100%	-	
14	8" x 6" Reducer, MJ	1	EA	518.00	518.00	518.00	1.00	518.00		518.00	100%	-	
15	8" x 4" Reducer, MJ	4	EA	505.00	2,020.00	2,020.00	4.00	2,020.00		2,020.00	100%	-	
16	8" Plug, MJ	3	EA	300.00	900.00	900.00	3.00	900.00		900.00	100%	-	
17	Connect to Existing Water Main	7	EA	1,121.00	7,847.00	7,847.00	7.00	7,847.00		7,847.00	100%	-	
18	8" x 1" Saddle	36	EA	230.00	8,280.00	8,280.00	34.00	8,280.00		8,280.00	94%	460.00	
19	1" Corporation Stop	36	EA	250.00	9,000.00	9,000.00	34.00	8,500.00		8,500.00	94%	500.00	
20	1" Curb Stop	31	EA	300.00	9,300.00	9,300.00	29.00	8,700.00		8,700.00	94%	600.00	
21	1" Curb Stop Box (Install Only)	31	EA	175.00	5,425.00	5,425.00	-	-		-	0%	5,425.00	
22	1" Curb Stop and Box	5	EA	355.00	1,775.00	1,775.00	5.00	1,775.00		1,775.00	100%	-	
23	1" PE Water Service (SDR 9)	1,296	EA	20.00	25,920.00	25,920.00	1,274.00	25,480.00		25,480.00	98%	440.00	
24	Bore Water Service Line	420	LF	26.00	10,920.00	10,920.00	420.00	10,920.00		10,920.00	100%	-	
25	Connect to Existing Water Service	36	EA	175.00	6,300.00	6,300.00	34.00	5,950.00		5,950.00	94%	350.00	
26	Remove Pavement	110	SY	13.00	1,430.00	1,430.00	90.00	1,170.00		1,170.00	82%	260.00	
27	Concrete Pavement	110	SY	89.00	9,790.00	9,790.00	-	-		-	0%	9,790.00	
28	Remove driveway	75	SY	13.00	975.00	975.00	55.00	715.00		715.00	73%	260.00	
29	Concrete Driveway	75	SY	87.00	6,525.00	6,525.00	-	-		-	0%	6,525.00	
30	Remove Concrete Sidewalk	1,300	SF	2.00	2,600.00	2,600.00	-	-		-	0%	2,600.00	
31	Concrete Sidewalk	1,300	SF	8.00	10,400.00	10,400.00	-	-		-	0%	10,400.00	
32	Water Main Removals and Abandonments	1	LS	1,000.00	1,000.00	1,000.00	-	-		-	0%	1,000.00	
33	Temporary Traffic Control Measures	1	LS	1,215.00	1,215.00	1,215.00	0.85	1,032.75		1,032.75	85%	182.25	
Group B - Fire Hydrants													
1	8" Fire Hydrant Assembly	4	EA	9,874.00	39,496.00	39,496.00	4.00	39,496.00		39,496.00	100%	-	
				Original Contract Total:	\$ 380,566.00	\$ 380,566.00		\$ 340,594.75	\$	\$ 340,594.75	89%	\$ 39,971.25	

Scott Steager of Steager Lawn Service introduced himself. Mr. Steager presented the City Council with a 5-year agreement for mowing services at the City park, Jaycee Park, the David City Aquatic Center, the football fields, and for maintaining the trails, including tree trimming and leaf blowing. Additional services can be added and paid for at the time of service.

Council member Rick Holland made a motion to approve the mowing service bid from Steager Lawn Service for a 5-year agreement starting with the first year at \$68,925.00. 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.

SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made effective as of this 12th day of November, 2025 (the "Effective Date"), by and between the CITY OF DAVID CITY, NEBRASKA, a Nebraska municipal corporation (the "City") and STEAGER LAWN SERVICE, L.L.C., a Nebraska limited liability company ("Contractor"). The City and Contractor are individually referred to as a "Party" and collectively as "Parties" to this Agreement.

WHEREAS, the City is a city of the second class under Nebraska law, with authority to enter into contracts for needed services;

WHEREAS, Contractor is in the business of mowing, lawn maintenance, and other lawn services;

WHEREAS, the City desires to engage Contractor to provide lawn care and related services, and Contractor desires to provide such services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Term.** This Agreement shall commence on March 1, 2026 and shall terminate on December 1, 2031, unless sooner terminated pursuant to Section 4 herein (the "Term").
2. **Services.**
 - a. **Base Services.** Contractor shall provide the following mowing and lawn care services throughout the Term (the "Base Services"):
 - i. City Park (located south of Iowa Street between 7th and 9th Streets, and south of Ohio Street between 5th and 7th Streets, and South of Kansas Street between 4th and 10th Streets):
 - Twenty (20) mowings per year, including trimming around trees, buildings, poles, and other fixed structures.
 - **Note:** Mowing and/or trimming around the park's lakes shall only be performed once per month. Contractor will make reasonable efforts to mow as close to the water as safely possible, but employee safety shall take priority at all times.
 - ii. Jaycee "Purple Park" (located at 9th and M Street):
 - Twenty (20) mowings per year, including trimming around trees, buildings, poles, and other fixed structures.
 - iii. David City Family Aquatic Center (located at 485 S 9th Street):
 - Twenty (20) mowings per year, including trimming around trees, buildings, poles, and other fixed structures.

- iv. Football Field (located south of Kansas Street between 5th and 7th Streets):
 - Thirty-five (35) mowings per year, including trimming around trees, buildings, poles, and other fixed structures.

Note: Bagging of grass clippings is required only at the David City Family Aquatic Center. Contractor shall not be required to bag clippings at any other location unless specifically agreed to in writing by both Parties.

- b. Additional Services. The City may, from time to time, request additional mowing or lawn care services beyond those listed above (the "Additional Services"). Any Additional Services shall be performed only upon written agreement by both the City and Contractor, which shall specify the scope of work, timing, and fees. On an annual basis, Contractor shall provide the City with a list of available Additional Services, including estimated fees for each service (the "Additional Services Schedule"). The initial Additional Services Schedule is attached hereto as **Exhibit A** and incorporated herein by reference.

For purposes of this Agreement, the term "Services" shall refer collectively to both the Base Services and any Additional Services performed under this Agreement.

3. Payment.

- a. Fee for Base Services. In consideration of the Base Services to be rendered by Contractor to the City, the City shall pay to Contractor an annual fee of **Sixty-Eight Thousand Three Hundred Seventy-Five Dollars (\$68,375.00)**, subject to annual adjustment as described below (the "Base Fee"). The Base Fee shall be paid in three equal installments each year throughout the Term, as follows:

- Payment #1: \$22,791.67 due and payable on April 1st
- Payment #2: \$22,791.67 due and payable on July 1st
- Payment #3: \$22,791.66 due and payable on October 1st

Contractor shall issue an invoice to the City at least sixty (60) days prior to each payment due date. All payments shall be made by the City via check or other certifiable funds, payable to Contractor, and delivered to the address specified in Contractor's invoice or as otherwise designated in writing.

The Base Fee shall be adjusted annually based on changes in the Consumer Price Index ("CPI") Guidelines, as published by the U.S. Bureau of Labor Statistics (<http://www.bls.gov/cpi/#tables>), and subject to the following limits:

- The Base Fee shall increase by a minimum of Two Percent (2.0%) each year.
- The Base Fee shall not increase by more than Five Percent (5.0%) in any

given year.

The City and Contractor shall evaluate the CPI and determine the applicable fee adjustment each September during the Term. The adjusted fee shall take effect beginning with the April 1st payment of the following calendar year.

- b. Fee For Additional Services. In consideration of any Additional Services performed by Contractor under this Agreement, the City shall pay Contractor an additional fee (the "Additional Fee"), in an amount to be mutually agreed upon in writing by the Parties prior to the commencement of such services, which shall be based on the Additional Services Schedule. Unless otherwise agreed to by the Parties in writing, the Additional Fee will be payable within sixty (60) days of receipt by the City of an invoice from Contractor.

The Base Fee and the Additional Fee are collectively referred to herein as the "Fee".

- c. Late Payments. All late payments shall bear interest at the lesser of the rate of Eighteen Percent (18%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In addition to all other remedies available under this Agreement or at law (which Contractor does not waive by the exercise of any rights hereunder), Contractor shall be entitled to suspend the provision of any services if the City fails to pay any portion of the Fee when due hereunder and such failure continues for ten (10) days following written notice thereof.
4. Termination. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; or (d) is dissolved or liquidated or takes any corporate action for such purpose. Notwithstanding anything to the contrary in this section, Contractor may terminate this Agreement before the expiration date of the Term on written notice if the City fails to pay any amount when due hereunder and such failure continues for ten (10) days after Contractor's written notice to the City of nonpayment. This Agreement may also be terminated at any time upon the mutual written agreement of the City and Contractor.
 5. Equipment. Contractor will provide all required equipment to perform the Services, and all costs and expenses associated with the maintenance, repair, and replacement of such equipment shall be Contractor's responsibility.
 6. Independent Contractor. The details of the method and manner for performance of the Services by Contractor shall be under its own control, the City

being interested only in the results thereof. Contractor shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the City rights to instruct, supervise, control, or direct the details and manner of the completion of the Services. Contractor is for all purposes hereunder an independent contractor and in no event will Contractor be considered an agent or employee of the City or any of its subsidiaries or affiliates for any purpose.

7. **Insurance.** Contractor shall, at Contractor's expense, procure and maintain bodily injury, property damage, and liability insurance appropriate and/or required by law for the Services, with a combined single limit of at least Three Hundred Thousand Dollars (\$300,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Contractor, its employees, and agents arising out of or in connection with, or related in any way, directly or indirectly, to the Services, all as provided for herein. At the City's request, Contractor shall provide the City a certificate of insurance evidencing the coverage required by this paragraph.
8. **Force Majeure.** Contractor shall not be liable or responsible to the City, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Contractor including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of ninety (90) days, the City shall be entitled to give notice in writing to Contractor to terminate this Agreement.
9. **Warranty.** Contractor warrants that it shall perform the Services (a) using personnel of industry standard skill, experience, and qualifications; and (b) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. CONTRACTOR (a) MAKES NO WARRANTIES EXCEPT FOR THAT SET OUT ABOVE; AND (b) DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Contractor's sole and exclusive liability and the City's sole and exclusive remedy for breach of the limited warranty set out in this Section shall be reperformance of the affected services. If Contractor cannot reperform the services in compliance with the warranty set forth above within a reasonable time (but no more than thirty (30) days) after the City's written notice of such breach, the City may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 4.

10. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE CITY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO CONTRACTOR PURSUANT TO THIS AGREEMENT IN THE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
11. **Assignment.** Neither Party may assign their rights under this Agreement without the prior written consent of the other Party.
12. **Notices.** All notices and other communications under this Agreement, shall be in writing and shall be deemed effective when hand-delivered or sent via e-mail to addresses set forth below:
- | | |
|---|--|
| If to the City: | If to Contractor: |
| Attn: Jessica Miller | Attn: Scott Steager |
| 490 E Street | 3711 N Rd |
| David City, NE 68632 | David City, NE 68632 |
| Email: jmiller@davidcityne.gov | steagerlawn@gmail.com |
| cityclerk@davidcityne.gov | |
13. **Severability.** The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of Nebraska.
15. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their respective legal representatives, successors, and assigns. Except for the Parties, their successors, and permitted assigns, there are no third-party beneficiaries under this Agreement.
16. **No Waiver.** No waiver of any right, remedy, power, or privilege under this Agreement ("Right(s)") is effective unless contained in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.

The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise; provided that, the parties intend that the remedy set out in Section 9 is the City's exclusive remedy for Contractor's breach of the limited warranty set out in Section 9.

17. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter.
18. **Modification.** This Agreement may be modified only by a written instrument signed by both Parties.
19. **Execution.** This Agreement may be executed at different times and places in such counterparts as the Parties may desire, each of which shall be deemed an original, but all of which shall constitute one and the same instrument and will be effective when the counterparts together contain the signatures of both Parties. The exchange of copies of this Agreement and of signature pages via DocuSign, facsimile transmission, or PDF shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by DocuSign, facsimile, or emailed PDF copies shall be deemed to be their original signatures for all purposes.

[Signature Pages Follow]

Steager Lawn Service L.L.C

3711 N Rd
 David City NE 68632

Estimate

Date	Estimate #
9/3/2025	67

Name / Address
City of David City 490 E Street PO BOX 191 David City, NE 68632

			Project
Description	Qty	Rate	Total
Mow and trim Park and Purple park, trim around lakes monthly	20	3,200.00	64,000.00
Mow and trim football field	35	125.00	4,375.00
5 year option (CPI to be built into contract, any additional mowings will be charged at normal rate)			
per man hr	1	50.00	50.00
Skid Loader with Operator and grapple	1	125.00	125.00
Mini dump truck	1	75.00	75.00
start up and winterize sprinkler system (all parts and labor extra for repairs)		300.00	300.00
		Total	\$68,925.00

Mark Sloup of Sloup Lawn Care introduced himself. Mr. Sloup presented his bid to the City Council. Mr. Sloup expressed to the City Council that the chemical applications and treatments would also be included on the Walking trails around the City Park, The City Park, Jaycee Park, and the football fields.

Council member Kevin Woita made a motion to approve the turf/vegetation and landscape management (chemical application and treatments) from Sloup Lawn Care in the amount of \$32,350.00. 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.



September 10, 2025

DAVID CITY PARKS & REC PROPOSAL (2026)

Prepared for:
City of David City

www.davidcityne.com
402.367.3135
490 E Street
David City, NE 68632

Turf and Vegetation Management Proposal

Prepared for: City of David City
Prepared by: Sloup Lawn Care
Date: September 10, 2025

Scope of Work

This proposal outlines a comprehensive turf and vegetation management program designed to promote healthy, aesthetically pleasing grass areas while eliminating undesirable weeds in turf, walking trails, and playground surroundings. The program includes:

1. **Turf Fertilization**

- Application of balanced fertilizers formulated to enhance turf vigor, density, and color.
- Scheduled treatments to maintain consistent nutrient availability throughout the growing season.
- 2. **Pre-Emergent Herbicide Applications**
 - Pre-emergent control to prevent the germination and establishment of grassy weeds such as **crabgrass** and **foxtail**.
 - Targeted timing to maximize effectiveness during peak germination periods.
- 3. **Broadleaf Weed Control**
 - Selective post-emergent herbicide treatments for broadleaf weeds in all turf areas.
 - Spot applications as needed to maintain weed-free conditions without damaging turfgrass.
- 4. **Sterilant Applications (Non-Selective Vegetation Control)**
 - Application of sterilant herbicides on walking trails and around playground equipment to control unwanted vegetation.
 - Ensures clear, safe, and visually clean areas with long-lasting results.

Materials & Labor

- All **fertilizers, herbicides, and sterilants** will be supplied by [Your Company Name].
- Professional-grade products will be selected for maximum effectiveness and safety.
- Certified applicators will perform all treatments using calibrated equipment to ensure proper and safe application.
- Labor for product application is included in the proposal.

Safety & Compliance

- All applications will comply with **federal, state, and local regulations**.
- Products used will be applied by licensed professionals, following all **label instructions and safety protocols**.
- Special care will be taken in sensitive areas such as playgrounds to minimize exposure risk.

Prepared by:
Sloup Lawn Care, LLC
Mark Sloup – Owner/Applicator

Mark4sloup@gmail.com
402.367.2277
1220 37 Road
David City, NE 68632

Pricing

The total cost for materials, labor, and application services is:

Total Proposal Amount: \$32,350.00

(Pricing includes all listed applications, materials, and labor. Any additional services outside the defined scope will be discussed and approved in advance.)

Acceptance

By signing below, the client agrees to the terms of this proposal and authorizes Sloup Lawn Care to proceed with the turf and vegetation management services as outlined.

Client Signature: _____

Date: _____

Sloup Lawn Care Representative:

Date: _____

Next item on the agenda was a discussion of making West B Street from 1st Street west a dead-end street. City Administrator Alan Zavodny introduced himself. Mr. Zavodny has been working with the Sypal's and Forney's to resolve issues on West B Street. At the time of the City Council Meeting, City Administrator Alan Zavodny was asking for authority to finalize an agreement to make West B Street from 1st Street west a dead-end street.

Council member Keith Marvin made a motion to approve giving City Administrator Alan Zavodny authority to finalize making West B Street from 1st Street west as a Dead-End Street. 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.

William Fiala III, Water Operator for David City Utilities, introduced himself and presented the quotes for a new backhoe, including the trade-in of the used Case 580 SN Backhoe. Representatives from CAT and Murphy Tractor were present at the meeting to answer questions. After some discussion, it was decided to have a motion to table the purchase to the backhoe to have further discussion and compare the quotes.

Council member Bruce Meysenburg made a motion to table the purchase of a new backhoe for further discussion and comparisons. 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.

Chris Kroesing, Street Supervisor, introduced himself. Mr. Kroesing presented to the council quotes for an Alamo Rear Mount Boom mower and a water tank trailer. Mr. Kroesing had budgeted for these items in the 2025-2026 budget, and if asking the council's permission to purchase these two items, citing safety and keeping employees and the public safe.

Council member Keith Marvin made a motion to approve the purchase of an Alamo Rear mount Boom mower from Alamo Industrial in the amount of \$44,266.72 and a Water Tank trailer from Bothers Equipment, Inc. in the amount of \$14,174.00. 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.

ALAMO INDUSTRIAL
BUILT SHARPER[®]
An Alamo Group Company

RM165
CUTTING YOUR BUDGET

- Economically Priced
- Easy Installation
- Suitable for Municipal and Agricultural Markets

RM180
BUDGET

- Self-Contained Hydraulic System
- Integrated Safety Break-Away
- Standard Lift Float with Nitrogen Accumulator
- Electronic Joystick or Cable Controls

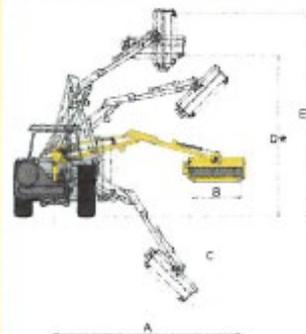
REAR MOUNT BOOM MOWER

REAR MOUNT BOOM MOWER

RM165™

RM180™

	RM165	RM180
Minimum Horsepower Requirement (PTO hp)	58	65
Minimum Tractor Weight (lbs)	6,615	7,715
Maximum Horizontal Reach (ft/in)	16' 4"	18' 1"
Maximum Vertical Reach (ft/in)	19' 8"	22' 4"
Machine Weight with Flail & Oil (lbs)	2,631	2,701
Output Horsepower (hp)	55	55
Oil Reservoir Capacity (gal)	53	53
Flail Head Option	48"	48"
Rotary Head Option	48" & 60"	48" & 60"
Cutting Capacity	4"	4"
Hitch Design	CAT II	CAT II



	RM165	RM180
A	16' 4"	18' 1"
B	48"	48"
C	6' 11"	8' 2"
D	15' 9"	17' 5"
E	19' 8"	22' 4"

This information is intended to be of a general nature only. Specifications are subject to change without notice as we continue to improve our products.

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Always purchase
 genuine OEM parts.
 1-800-882-5762

A Member of Alamo Group



BUILT SHARPER

1502 East Walnut St. • Seguin, Texas 78155
 1-800-882-5762
 www.alamo-industrial.com

Quote #		Quote Date	Order Date	Sales Order #		Terms			
Q-062425-97		6/24/25				30 Days - XAB			
Bill To		David City Street Department Nebraska, Chris Kroesing, (402) 367-3109, ckroesing@davidcityne.gov							
Ship To		TBD							
End User		David City Street Department Nebraska				Member ID			
Servicing Dealer		TBD							
Dealer PO#		End User PO#							
Dealer Contact		End User Contact							
Dealer Phone		End User Phone							
Dealer Email		End User Email							
RM165 and RM180									
Qty	Part Number	Description	List Price	Discount	Sales Price				
Alamo Supplied Tractor									
				17%	\$0.00				
				17%	\$0.00				
Section 1 Base Unit									
	04550004	Rear-mounted boom mower with a reach of 16' feet	\$33,681	17%	\$0.00				
1	04550002	Rear-mounted boom mower with a reach of 18' feet	\$35,506	17%	\$29,469.98				
Base Unit Includes:									
Section 2 Heads									
	32121139	48" Rotary, Blade Pan	\$14,104	17%	\$0.00				
1	32120530	60" Rotary, Blade Bar	\$15,578	17%	\$12,929.74				
	32120414	48" Flail, Serrated 7 oz Blades (2" Cutting Capacity)	\$14,104	17%	\$0.00				
	02999801	48" Flail, F91 Knives (2" Cutting Capacity)	\$14,660	17%	\$0.00				
	32123213	69" Buzzbar® Saw Head, 3 Blade	\$21,874	17%	\$0.00				
Section 3 Options									
	32120917	Wheel Kit for RM Rotary	\$6,817	17%	\$0.00				
		500# Wheel Weight	\$2,300	17%	\$0.00				
Section 4 Installation									
	32123487	Factory mounting	\$2,919	17%	\$0.00				
Section 5 Warranty									
	32121066	Extended Warranty 1 additional year for a total of 2 years	\$2,894	17%	\$0.00				
Section 6 Mount Kit									
1		Wire Harness Adapter	\$0	17%	\$0.00				
0		Lexan Kit	\$0	17%	\$0.00				
Section 7 Freight									
1	ne	Freight from Alamo to Dealer	\$1,867	0%	\$1,867.00				
Notes and Additional Items									
1. Prior to accepting an order we would like to see pictures of the tractor									
2. Tractor must have a class 2 hitch and 540 pto.									
2. Ballast is not included.									
3. Due to the age of the tractor you will need to make an operator protective window for the right side and rear of the tractor. Lexan or Polycarbonate glass is recommended. Operator protection is needed and the city will be responsible for providing it.									
					Totals				
							\$44,266.72		
Non-Alamo Tractor Information		Make	Model	Transmission	-Cab or ROPS-	-2wd or 4wd-	Front Tire	Rear Tire	ETA
SN:		1980 John Deere	4440		cab	2wd			

Accepted By: *James Miller*

Date: 11-12-25

Quotations are valid for 30 days, prices are subject without notice.
 Dealer supplied tractors require a review of the build codes prior to accepting an order.
 Standard Terms of Sale Apply.
 Gov Mowing Territory Managers can supply standard tractor build codes upon request.
 Refer to tractor adaptability list or consult a Gov Mowing TM for tractor / mower compatibility questions.



Brothers Equipment, Inc.

Serving The Agriculture Industry Since 1975
1002 First Street, Friend, NE 68359
 (800) 228-4582 FAX: (402) 947-2077

Price Quotation

Bill to:
 Chris
 David City NE
 402-367-3109
 ckroesing@davidcityne.gov

Ship to:
 Chris
 David City NE
 402-367-3109
 ckroesing@davidcityne.gov

Ter 1
Quote # 004939
Quote Date: 7/17/2025
Expiration Date: 8/1/2025

Part #	Description	Price	Qty	Extend
MC1700	Dalton MC1700 SINGLE Nurse Trailer with 1700 gallon 15 Degree Cone Bottom Tank. Includes (4) 255/22.5 Tires mounted on 22.5 x 8.25 x 8 bolt wheel. (does not include Brakes, Step, Light Kit or Fenders)	\$12,350.00	1	\$12,350.00
PLUMBING	Plumbing Package including 2" Hypro Poly pump with 6.5HP Power Pro Motor, Plumbing to rear of Trailer with (2) Flood Nozzles controlled on/off by Hand Valve at the Pump, A Single 20ft x 1" Hose with Fire Style Nozzle Controlled on/off and Pattern by the Nozzle and A Single 1" Recirculation Circuit with Valve to have on/off when Using Other Functions.	\$1,824.00	1	\$1,824.00
BOLTONSTEP	Options Bolt On Step add: \$108.00 net			
LIGHT KIT	DOT Light Kit Installed add: \$160.00 net			
FENDERS	Bolt On Fenders (pair) add: \$560.00 net			
(2)BRAKES	2 Wheel Brakes on Trailer add: \$1656.00 net			
(4)BRAKES	4 Wheel Brakes on Trailer add: \$2268.00 net			

Subject to Fuel Surcharge at the time of Delivery.

Sales Tax
Total \$14,174.00

I Accept the terms and conditions of this quotation

Signature: Jessica Miller
 Printed Name: Jessica J Miller
 Title: Mayor

Terms: 20% Down w/Order, Net on Delivery
Prices Quoted are F.O.B.: FRIEND, NE
Delivery: As Available
 (20% Security Deposit Down Payment is Non-Refundable)

Ethan Joy of JEO Consulting Group, Inc. introduced himself, and the agreement that was brought forth for the professional services for bidding and construction services for the Ballfield Restroom additions. JEO Consulting Group, Inc. would review project phases to ensure that the work complies with the grant requirements for the restrooms.

Council member Kevin Woita made a motion to approve the agreement with JEO Consulting Group, Inc., for the Ballfield Restroom Addition. 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.

Docusign Envelope ID: 157C282F-3093-47F0-A62B-F6D793D1113D



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

THIS IS AN AGREEMENT effective as November 12, 2025 ("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 Ballfield Restroom Addition ("Project").

JEO Project Number: 251890.00

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: \$40,000.00
- 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.

DocuSign Envelope ID: 157C282F-3093-47F0-A62B-F6D793D1113D

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

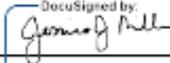
Exhibit A – Scope of Services
Exhibit B – General Conditions

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

DocuSigned by:

32900C3EAD57494...

By: Jessica Miller

Title: Mayor

Date Signed: 11/13/2025

Address for giving notices:

City of David City

490 E. Street

David City, NE 68632

JEO Consulting Group, Inc.



By: Corey Brodersen

Title: Department Leader

Date Signed: November 05, 2025

Address for giving notices:

JEO Consulting Group, Inc.

2000 Q Street, Suite 500

Lincoln, NE 68503

Council member Keith Marvin made a motion to approve appointing JEO Consulting Group for the 2026 City Engineer. 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.



November 1, 2025

City of David City
Mayor and City Council
490 E Street
David City, NE 68632

RE: City of David City 2026 City Engineer Appointment Request

Dear Mayor and City Council:

I ask that you appoint JEO Consulting Group, Inc. as the city engineer for 2026. We appreciate your confidence in JEO in the past, and we sincerely hope to continue our relationship.

JEO has provided services to the city in the past, and our staff has accumulated extensive "institutional knowledge" about your city and its infrastructure. This is extremely important as it provides the background information needed to evaluate what actions to take. Additionally, this knowledge often allows JEO staff to respond to questions about the city and its infrastructure without extensive investigation and research, reducing the time and cost involved in addressing routine matters.

Below is what you can expect from JEO as your city engineer. When a fee is involved for services, as noted in items two through four below, JEO will notify you before beginning work.

- **IDENTIFYING AND PRIORITIZING INFRASTRUCTURE PROJECTS:**
If requested, JEO will attend a council or committee meeting to identify and prioritize infrastructure projects in the city. This planning may include prioritizing capital and infrastructure improvements, summary reviews of new permits and their potential impact, information on new regulations, recommendations on future planning, and input on potential funding sources. This does not entail detailed studies or evaluations but can be a valuable first step in assessing potential infrastructure projects' needs, priorities, and feasibility. There is no charge for JEO to attend this meeting or prepare and follow up on the meeting.
- **APPLYING AND SECURING FUNDING:** JEO will assist in applying for and securing funding, such as CDBG, USDA-RD, DWSRF, and CWSRF for potential infrastructure projects, as well as more non-traditional funding from both public and private sources. Additionally, JEO will provide the information necessary to complete the reporting requirements of any funding the city may secure. JEO has staff devoted to assisting municipalities in locating the funding that makes projects a reality. In some cases, having an appointed city engineer can expedite moving a project forward when grant and loan funding is involved. There may be a fee for some of these services, and we would be happy to discuss this with you.
- **ROUTINE INFRASTRUCTURE OPERATION AND MAINTENANCE:** JEO will respond to questions about the routine operation and maintenance of the city infrastructure based on our prior knowledge of these facilities/systems. There is typically no charge for this service. However, in some instances a fee may be involved, such as site visits or research.

November 1, 2025
RE: 2026 City Engineer Appointment Request
Page 2 of 2

- **COST OPINIONS:** Throughout the year, JEO will provide additional assistance with identifying, prioritizing, and providing rough cost opinions for potential infrastructure projects. Depending on some factors, such as the effort required to complete the requested task, there may be a fee involved for this service. However, as noted above, JEO's extensive institutional knowledge about the city and its infrastructure will be utilized to provide this service efficiently and effectively.

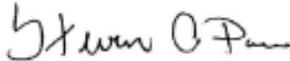
When requested, JEO will provide a scope of services and fees for specific projects that the city would desire to pursue.

JEO does not require a contract or retainer to serve as the city engineer. Instead, we strive to assist you in efficiently and effectively dealing with routine matters, so we will be the first firm considered by the city when you need consulting services for a project. In other words, all we request is the opportunity to earn your business.

We would appreciate you notifying us of your action on this request to keep our records up to date. Please take a few minutes to complete the form below. Then, please return the form along with a copy of your meeting minutes to Ava Dunne at adunne@jeo.com. If appointed, please record the motion in your minutes as follows: "**We appoint JEO Consulting Group, Inc. as our City Engineer for 2026.**"

If you have questions about this letter or want further information, don't hesitate to contact me. Thank you for your consideration.

Sincerely,



Steven A. Parr
Principal
JEO Consulting Group, Inc.

Mobile: 402.443.8003 | Email: sparr@jeo.com

2026 ENGINEER APPOINTMENT REQUEST

The City of David City has appointed JEO Consulting Group, Inc. as the city engineer:

Yes No

Notes: Approved by City Council Action on November 12, 2025.
Motion made by City Council member Keith Marvin, seconded by Rick Holland.


Form Completed By (please print name)

11-12-2025
Date

**Please include a copy of your meeting minutes.*

Rick Schneider of JonesGroup introduced himself. Rick Schneider met with employees on Monday, November 10, 2025, and informed the employees that the current insurance company they have wants to renew rates at 82.02% higher. Medica is offering a similar health insurance coverage with only a 1.50% increase. The employees unanimously suggested switching to Medica 3400-0% Embedded Deductible health insurance. Council members discussed the health insurance coverages.

Council member Bruce Meysenburg made a motion to approve the Medica 3400-0% Embedded Deductible health insurance for the city employees. 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.

CITY OF DAVID CITY
 Group Health Plan Considerations
 1/1/2026 Effective Date

Illustration prepared by



JONESGROUP
 INSURANCE | FINANCIAL SERVICES

HSA PLAN	Current		Renewal		Guaranteed Issue Plans		
	Allstate Aetna ASA Network Embedded Ded Level Funded	Allstate Aetna ASA Network Embedded Ded Level Funded	Medica 3400-0% Embedded Ded Level Funded	Medica 3400-0% + Rx Copays Embedded Ded Level Funded	BCBS Chamber Choice CHF26 Aggregate Ded Level Funded	UHC EPZS Aggregate Ded Fully Insured	Medica 3400-0% HSA Embedded Ded Fully Insured
All benefits for in-network providers							
PLAN TYPE							
DEDUCTIBLE	\$3,500/\$7,000	\$3,500/\$7,000	\$3,400/\$6,800	\$3,400/\$6,800	\$3,000/6,000	\$2,500/5,000	\$3,400/\$6,800
CONSURANCE	0%	0%	0%	0%	0%	0%	0%
OOP MAXIMUM-with copays	\$3,500/\$7,000	\$3,500/\$7,000	\$3,400/\$6,800	\$4,300/\$8,600	\$3,000/6,000	\$7,000/\$14,000	\$3,400/\$6,800
OFFICE VISIT - PCP	Deductible	Deductible	Deductible	Deductible	Deductible	Deductible	Deductible
SPECIALIST VISIT	Deductible	Deductible	Deductible	Deductible	Deductible	Deductible	Deductible
URGENT CARE VISIT	Deductible	Deductible	Deductible	Deductible	Deductible	Deductible	Deductible
ER VISIT	Deductible	Deductible	Deductible	Deductible	Deductible	Ded, then \$500	Deductible
RX COPAYS							
Generic	Deductible	Deductible	Deductible	Ded, then \$12	Deductible	Ded, then \$10	Deductible
Preferred Brand	Deductible	Deductible	Deductible	Ded, then \$50	Deductible	Ded, then \$40	Deductible
Non-Preferred Brand	Deductible	Deductible	Deductible	Ded, then \$90	Deductible	Ded, then \$105	Deductible
Specialty	Deductible	Deductible	Deductible	Ded, then \$200 or 40% Prev Rx covered 100%	Deductible	Ded, then \$250 or \$500	Deductible
RATES							
Employee Only	\$665.73	\$1,211.73	\$698.24	\$682.20	\$667.46	AGE RATED	AGE RATED
Employee + Spouse	\$1,697.59	\$3,089.90	\$1,536.12	\$1,500.83	\$1,368.29		
Employee + Children	\$1,298.17	\$2,362.86	\$1,326.65	\$1,296.18	\$1,168.05		
Employee + Family	\$2,196.88	\$3,998.70	\$2,234.34	\$2,183.02	\$1,935.63		
Total Monthly	\$35,083.66	\$63,858.04	\$35,609.96	\$34,792.00	\$31,837.79	\$53,992.44	\$44,145.09
Total Yearly	\$421,003.92	\$766,296.48	\$427,319.52	\$417,504.00	\$382,053.48	\$647,909.28	\$529,741.08
% change from current		82.02%	1.50%	-0.83%	-9.25%	53.90%	25.83%

All rates subject to change with significant change in census. This is a summary illustration only and is not a binding contract or guarantee of rates. Please refer to individual proposals for terms and conditions.

City Administrator Alan Zavodny summarized the purpose of the following agenda item for the City Council members. Resolution No. 24-2025 was presented to the Council to allow the filing and pursuit of certain litigation related to the City's Wastewater Treatment Plant Improvement project.

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 24-2025 in pursuit of litigation related to the City's Wastewater Treatment Plant Improvement Project. 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.

RESOLUTION NO. 24- 2025

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF DAVID CITY, NEBRASKA, RATIFYING AND AUTHORIZING THE FILING AND PURSUIT OF CERTAIN LITIGATION RELATED TO THE CITY'S WASTEWATER TREATMENT PLAN IMPROVEMENT PROJECT.

WHEREAS, in accordance with Nebraska Revised Statutes section 84-1410(1)(a), the Mayor and City Council of the City of David City, Nebraska, a municipal corporation and city of the second class (the "City"), previously entered into and held a closed session meeting regarding certain litigation matters pertaining to claims and damages of the City as against Veenstra & Kimm, Inc., H. Robert Veenstra, Jr., and General Excavating, LLC in relation to that certain wastewater treatment plant improvement project undertaken by the City (the "Claims"); and

WHEREAS, in accordance with Nebraska Revised Statutes section 84-1410(2), the City did not take any formal action with respect to the Claims during the closed session; and

WHEREAS, following the closed session, on the advice and consent of the City's legal counsel pertaining to the preservation of the Claims, the City filed a complaint asserting the Claims against the above-named parties (the "Complaint"); and

WHEREAS, the Mayor and City Council of the City now wish to ratify and approve the filing of the Complaint, authorize City's legal counsel to initiate and pursue litigation of the Claims against the above-named parties on the City's behalf, and take other such actions as reasonably necessary to effectuate recovery by the City in relation to the Claims; and finds it in the best interest of the City and its residents to do so.

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

1. The Complaint and filing thereof, as well as any other prior actions undertaken by the City or its legal counsel with respect thereto, is hereby ratified and approved.
2. The City's legal counsel is authorized to initiate and pursue litigation of the Claims against the parties named in the Complaint, and take other such actions as reasonably necessary to effectuate recovery by the City in relation to the Claims, all on the City's behalf and in the best interest of the City and its residents.

3. This resolution shall be in full force and effect from and after passage and approval.

PASSED AND APPROVED THIS 12th day of November, 2025.

Mayor Jessica Miller

ATTEST

Lori Matchett, Deputy City Clerk

Council member Bruce Meysenburg made a motion to enter into closed session at 8:14 p.m. for the protection of the public interest to discuss litigation and personnel. 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.

Mayor Jessica Miller stated, "Now, at 8:14 p.m., we are going into closed session to discuss litigation and personnel. Mayor Jessica Miller, all of the Council members, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, and Deputy Clerk Lori Matchett went into closed session at 8:14 p.m. City Attorney David Levy joined the closed session via Zoom.

Council member Bruce Meysenburg made a motion to reconvene in open session at 9:04 p.m. 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 Bruce Meysenburg made a motion to adjourn the meeting at 9:05 p.m. Council member Keith Marvin seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned. 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
November 12, 2025

I, Lori Matchett, duly qualified and acting Deputy City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of November 12, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Lori Matchett, Deputy City Clerk

Check Approval List - Council

December 10, 2025

Page # 1

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
SALES TAX			
BOKF, NATIONAL ASSOCIATION	General Obligation Various Purpose Series	BOND - PRINCIPAL PA	\$705,000.00
BOKF, NATIONAL ASSOCIATION	General Obligation Various Purpose Series	BOND - INTEREST PAY	\$29,852.50
RUTJENS CONSTRUCTION INC.	2025 Water Main Improvements North 7th S	WATER SYSTEM IMPR	<u>\$38,251.99</u>
		Total SALES TAX	\$773,104.49
GENERAL			
ALLIED BENEFIT SYSTEMS, INC.	Employees Health Insurance	GROUP INSURANCE	\$3,794.62
APPLIED CONNECTIVE TECHNOLOGIE	Service	REPAIR & MAINT: OFFI	\$521.26
BAIRD HOLM LLP	Attorney Fees	ATTORNEYS FEES	\$5,130.25
BROMM LINDAHL FREEMAN-CADDY &	2026 Annual Retainer Fees	NUISANCE PROPERTY	\$850.00
COLUMN SOFTWARE PBC	Publication Fees	PRINTING & PUBLISHI	\$30.30
DAVID CITY ACE HARDWARE	Supplies, Small Tools, Parts	REPAIR & MAINTENAN	\$109.15
DAVID CITY ACE HARDWARE	Supplies, Small Tools, Parts	OFFICE SUPPLIES, PO	\$8.59
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES & WAGES: F	\$16,511.42
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES: OVERTIME	\$1,035.79
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES: ADMINISTR	\$1,377.65
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES: MAYOR, CI	\$1,075.00
DAVID CITY PAYROLL ACCOUNT		RETIREMENT PLAN	\$1,075.21
DAVID CITY UTILITIES	Utility Bills - 569 E Street, D.C. Ball Fields,	UTILITIES	\$75.50
EAKES OFFICE SOLUTIONS	Copier Service	REPAIR & MAINT: OFFI	\$319.64
FIRST NATIONAL BANK OF OMAHA	Fee, Supplies	SUBSCRIPTION FEES	\$21.49
FIRST NATIONAL BANK OF OMAHA	Fee, Supplies	REPAIR & MAINT: OFFI	\$19.60
FIRST NATIONAL BANK OF OMAHA	Fees, Supplies	SUBSCRIPTION FEES	\$216.00
FIRST NATIONAL BANK OF OMAHA	Fees, Supplies	MISCELLANEOUS	\$55.00
HOMETOWN LEASING	Copier Lease Agreements	CAPITAL OUTLAY- OFF	\$235.20
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	GROUP INSURANCE	\$17.58
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	DISABILITY INSURANC	\$40.13
PAPER TIGER SHREDDING	Shredding	MISCELLANEOUS	\$87.12
PITNEY BOWES	Postage Meter Contract	OFFICE SUPPLIES, PO	\$198.66
POWER MANAGER	VSP Billing for Powermanager Software 1-1	OFFICE SUPPLIES, PO	\$1,090.40
TIME MANAGEMENT SYSTEMS, INC.	Monthly Software Subscription & Support	SUBSCRIPTION FEES	\$89.50
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINTENAN	\$17.09
		Total GENERAL	\$34,002.15
BUILDING PERMIT FUND			
APPLIED CONNECTIVE TECHNOLOGIE	Service	MISCELLANEOUS	\$103.33
BAIRD HOLM LLP	Attorney Fees	ATTORNEYS FEES	\$560.50
COLUMN SOFTWARE PBC	Publication Fees	PRINTING & PUBLISHI	\$20.20
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES: PART-TIME	\$5,307.50
DAVID CITY PAYROLL ACCOUNT		RETIREMENT PLAN	\$305.67
WEX BANK	Fuel	FUEL	<u>\$2.03</u>
		Total BUILDING PERMIT FUND	\$6,299.23
CREATIVE DISTRICT			
BUTLER PUBLIC POWER DISTRICT	Electric Service - Airport	UTILITIES	<u>\$30.25</u>
		Total CREATIVE DISTRICT	\$30.25
VARIOUS PURPOSE BOND			
BOKF, NATIONAL ASSOCIATION	Bond Anticipation Notes Series 2023C - Ind	BOND - INTEREST PAY	<u>\$36,087.50</u>
		Total VARIOUS PURPOSE BOND	\$36,087.50
SOCIAL SECURITY FUND			
DAVID CITY PAYROLL ACCOUNT		REMITTANCES TO IRS	<u>\$10,474.44</u>
		Total SOCIAL SECURITY FUND	\$10,474.44
TAX INCREMENT FINANC			
BAIRD HOLM LLP	Attorney Fees	ATTORNEYS FEES	\$540.00
BOKF, NATIONAL ASSOCIATION	General Obligation Sewer Bond Series 202	BOND - PRINCIPAL PA	\$35,000.00
BOKF, NATIONAL ASSOCIATION	Bond Anticipation Note Series 2023B - AGP	BOND - INTEREST PAY	\$72,593.75
BOKF, NATIONAL ASSOCIATION	General Obligation Sewer Bond Series 202	BOND - INTEREST PAY	<u>\$3,172.50</u>
		Total TAX INCREMENT FINANC	\$111,306.25
STREET			
AKRS EQUIPMENT	Parts	REPAIR & MAINT: EQU	\$796.53
ALLIED BENEFIT SYSTEMS, INC.	Employees Health Insurance	GROUP INSURANCE	\$998.60
AMAZON CAPITAL SERVICES	Supplies, Parts, Equipment	REPAIR & MAINT: EQU	\$52.74
APPLIED CONNECTIVE TECHNOLOGIE	Service	REPAIR & MAINT: OFFI	\$176.33
BAIRD HOLM LLP	Attorney Fees	ATTORNEYS FEES	\$236.00
BUTLER COUNTY WELDING	Supplies, Parts	REPAIR & MAINT: EQU	\$191.17
BUTLER COUNTY WELDING	Supplies, Parts	MISCELLANEOUS	\$65.40

Check Approval List - Council

December 10, 2025

Page # 2

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
STREET (Continued)			
CENTRAL NEBRASKA BOBCAT	Service - Replace Worn Auger Bits	REPAIR & MAINT: EQU	\$374.18
DAVID CITY ACE HARDWARE	Supplies, Small Tools, Parts	REPAIR & MAINTENAN	\$38.98
DAVID CITY ACE HARDWARE	Supplies, Small Tools, Parts	MISCELLANEOUS	\$9.95
DAVID CITY ACE HARDWARE	Supplies, Small Tools, Parts	SUPPLIES: SHOP & SM	\$18.99
DAVID CITY ACE HARDWARE	Supplies, Small Tools, Parts	TRAFFIC CONTROL: SI	\$40.96
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES & WAGES: F	\$18,871.30
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES: OVERTIME	\$49.62
DAVID CITY PAYROLL ACCOUNT		RETIREMENT PLAN	\$1,186.21
DAVID CITY UTILITIES	VOIP Phone Service	UTILITIES	\$20.25
DIDIER'S GROCERY, INC.	Supplies	SUPPLIES: SHOP & SM	\$35.43
GEHRING CONSTRUCTION & READY	ADA Tiles	CAP. IMP.:SIDEWALK I	\$1,497.60
GEHRING CONSTRUCTION & READY	2024 Nebraska Street Extension - Pay Appl	CAP. IMP.: REPAIR/MAI	\$172,596.19
HEIN CONSTRUCTION COMPANY	Service - Patching & Armour Coating	REPAIR & MAINTENAN	\$17,562.00
JACKSON SERVICES, INC.	Supplies	SUPPLIES: SHOP & SM	\$30.06
JEO CONSULTING GROUP	Service	CONTRACT LABOR	\$56,128.75
JEO CONSULTING GROUP	Service	CONTRACT LABOR	\$5,624.50
JEO CONSULTING GROUP	Service	CONTRACT LABOR	\$9,226.25
KOBZA MOTORS	Service - Tires	VEHICLE - REPAIR & M	\$294.30
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	GROUP INSURANCE	\$11.72
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	DISABILITY INSURANC	\$26.55
MICHAEL TODD INDUSTRIAL SUPPLY	Signs	TRAFFIC CONTROL: SI	\$492.00
MID-STATE ENGINEERING & TESTING	Service - Construction Testing Services - N	CONTRACT LABOR	\$855.00
MIDWEST SERVICE & SALES CO.	Service & Supplies	REPAIR & MAINT: EQU	\$893.00
MIDWEST SERVICE & SALES CO.	Service & Supplies	GRADER BLADES	\$2,500.00
MURPHY TRACTOR & EQUIPMENT CO	Service	REPAIR & MAINT: EQU	\$3,606.00
NEBRASKA DEPT. OF REVENUE	Sales Tax - October 2025	SALES TAX REMITTAN	\$8.95
NORTHSIDE INC.	Tires, Fuel,	FUEL: SNOW REMOVA	\$4,703.80
NORTHSIDE INC.	Tires, Fuel,	SUPPLIES: SHOP & SM	\$781.24
NSG LOGISTICS, LLC	Road Salt	SNOW & ICE CHEMICA	\$3,848.50
POWER MANAGER	VSP Billing for Powermanager Software 1-1	OFFICE SUPPLIES, PO	\$363.48
REARDON LAWN & GARDEN	Parts	REPAIR & MAINT: EQU	\$115.99
REHMER AUTO PARTS	Parts & Supplies	VEHICLE - REPAIR & M	\$80.96
REHMER AUTO PARTS	Parts & Supplies	REPAIR & MAINT: EQU	\$608.01
REHMER AUTO PARTS	Parts & Supplies	SUPPLIES: SHOP & SM	\$39.01
RERUCHA AG AND AUTO SUPPLY	Supplies, Parts, Tools	REPAIR & MAINT: EQU	\$79.39
RERUCHA AG AND AUTO SUPPLY	Supplies, Parts, Tools	SUPPLIES: SHOP & SM	\$25.38
ROSE EQUIPMENT	Parts	REPAIR & MAINT: EQU	\$364.00
SACK LUMBER COMPANY	Supplies, Parts, Tools	MISCELLANEOUS	\$28.98
STEAGER IRRIGATION LLC	Service	CAP. IMP.:SIDEWALK I	\$130.00
SYPAL'S TREE SERVICE	Tree Removal Service	TREE REMOVAL EXPE	\$850.00
VERIZON WIRELESS	Wireless Service	UTILITIES	\$40.01
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINTENAN	\$66.92
WEX BANK	Fuel	FUEL	\$375.79
WINDSTREAM	Telephone Service	UTILITIES	\$62.49
WINDSTREAM	Telephone Service	UTILITIES	\$62.49
		Total STREET	\$307,141.95
AIRPORT			
AKRS EQUIPMENT	Parts	REPAIR & MAINT: EQU	\$2,246.03
BUTLER PUBLIC POWER DISTRICT	Electric Service - Airport	UTILITIES	\$296.23
CITY OF DAVID CITY	Credit Card Charges	SUBSCRIPTION FEES	\$32.28
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES & WAGES: F	\$281.21
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES: OVERTIME	\$8.60
DAVID CITY WATER DEPARTMENT	Water Service - November 2025	UTILITIES	\$28.50
KIRKHAM MICHAEL	David City Airport RWY Rehab - Estimate N	CONTRACT LABOR	\$5,350.78
NORTHSIDE INC.	Tires, Fuel,	FUEL	\$9,797.04
POWER MANAGER	VSP Billing for Powermanager Software 1-1	OFFICE SUPPLIES, PO	\$363.48
U. S. CELLULAR	Service - Phone and Data Service	UTILITIES	\$68.76
		Total AIRPORT	\$18,472.91
SWIMMING POOL			
RECREATION SUPPLY COMPANY	Testabs	REPAIR & MAINT - BLD	\$22.13
WINDSTREAM	Telephone Service	UTILITIES	\$147.26
WINDSTREAM	Telephone Service	UTILITIES	\$147.26
		Total SWIMMING POOL	\$316.65

Check Approval List - Council

December 10, 2025

Page # 3

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
PARK			
AKRS EQUIPMENT	Parts	REPAIR & MAINT: EQU	\$42.68
BAIRD HOLM LLP	Attorney Fees	ATTORNEYS FEES	\$796.50
BUTLER COUNTY WELDING	Supplies, Parts	REPAIR & MAINT: EQU	\$8.52
COLUMN SOFTWARE PBC	Publication Fees	PRINTING & PUBLISHI	\$41.66
DAVID CITY ACE HARDWARE	Supplies, Small Tools, Parts	REPAIR & MAINT - BLD	\$21.95
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES & WAGES: F	\$8,296.72
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES: OVERTIME	\$60.23
DAVID CITY UTILITIES	VOIP Phone Service	UTILITIES	\$40.25
GRAINGER	Supplies	REPAIR & MAINT: EQU	\$114.21
NEBRASKA DEPT. OF REVENUE	Lodging Tax	SALES TAX REMITTAN	\$30.84
NEBRASKA DEPT. OF REVENUE	Sales Tax - October 2025	SALES TAX REMITTAN	\$46.27
REHMER AUTO PARTS	Parts & Supplies	REPAIR & MAINT - BLD	\$53.45
RERUCHA AG AND AUTO SUPPLY	Supplies, Parts, Tools	VEHICLE - REPAIR & M	\$26.97
RERUCHA AG AND AUTO SUPPLY	Supplies, Parts, Tools	REPAIR & MAINT: EQU	\$34.17
RERUCHA AG AND AUTO SUPPLY	Supplies, Parts, Tools	REPAIR & MAINT - BLD	\$17.95
VERUCHA WIRELESS	Wireless Service	UTILITIES	\$54.54
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINT - BLD	\$66.93
WEX BANK	Fuel	FUEL	<u>\$308.99</u>
		Total PARK	\$10,062.83
AUDITORIUM			
ALLIED BENEFIT SYSTEMS, INC.	Employees Health Insurance	GROUP INSURANCE	\$1,497.90
APPLIED CONNECTIVE TECHNOLOGIE	Service	REPAIR & MAINT: EQU	\$102.20
DAVID CITY ACE HARDWARE	Supplies, Small Tools, Parts	REPAIR & MAINTENAN	\$102.16
DAVID CITY ELECTRIC DEPT.	Electric Service - November 2025	UTILITIES	\$1,665.70
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES & WAGES: F	\$4,276.22
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES: OVERTIME	\$357.78
DAVID CITY PAYROLL ACCOUNT		RETIREMENT PLAN	\$479.71
DAVID CITY WATER DEPARTMENT	Water Service - November 2025	UTILITIES	\$235.16
JACKSON SERVICES, INC.	Supplies	REPAIR & MAINTENAN	\$64.15
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	GROUP INSURANCE	\$7.76
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	DISABILITY INSURANC	\$17.60
NEBRASKA DEPT. OF REVENUE	Sales Tax - October 2025	SALES TAX REMITTAN	\$23.65
OSBORN SALES & SERVICE	Heat Pump Unit - Installed	REPAIR & MAINT: EQU	\$6,000.00
POWER MANAGER	VSP Billing for Powermanager Software 1-1	OFFICE SUPPLIES, PO	\$363.48
SACK LUMBER COMPANY	Supplies, Parts, Tools	REPAIR & MAINTENAN	\$66.67
SOUTHEAST NEBRASKA DEVELOPME	Administration Services	SMALL EQUIP / VEHICL	\$625.00
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINTENAN	<u>\$66.92</u>
		Total AUDITORIUM	\$15,952.06
RECREATION PROGRAM			
ACTIVE NETWORK, LLC	Annual Subscription Fee 10/17/2025 to 10/1	SUBSCRIPTION FEES	\$3,937.50
ALLIED BENEFIT SYSTEMS, INC.	Employees Health Insurance	GROUP INSURANCE	\$1,647.66
APPLIED CONNECTIVE TECHNOLOGIE	Service	REPAIR & MAINT: EQU	\$15.13
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES & WAGES: F	\$4,801.44
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES: PART-TIME	\$685.66
DAVID CITY PAYROLL ACCOUNT		RETIREMENT PLAN	\$297.17
DAVID CITY UTILITIES	Utility Bills - 569 E Street, D.C. Ball Fields,	UTILITIES	\$317.00
DAVID CITY UTILITIES	Utility Bills - 569 E Street, D.C. Ball Fields,	UTILITIES	\$104.73
FIRST NATIONAL BANK OF OMAHA	Fees, Supplies	REPAIR & MAINT: EQU	\$591.23
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	GROUP INSURANCE	\$2.93
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	DISABILITY INSURANC	\$6.65
NEBRASKA DEPT. OF REVENUE	Sales Tax - October 2025	SALES TAX REMITTAN	\$43.80
ODEYS INC.	Replacement Tire Set	REPAIR & MAINT: EQU	\$226.62
PER MAR SECURITY SERVICES	Service - Monitoring & Installation of Securit	CONTRACT LABOR	\$2,778.00
PER MAR SECURITY SERVICES	Service - Monitoring & Installation of Securit	CONTRACT LABOR	\$5,775.00
SOUTHEAST NEBRASKA DEVELOPME	Service	CONTRACT LABOR	\$2,857.14
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINTENAN	\$62.05
WEX BANK	Fuel	FUEL	<u>\$31.01</u>
		Total RECREATION PROGRAM	\$24,180.72
RV CAMPGROUND			
DAVID CITY ELECTRIC DEPT.	Electric Service - November 2025	UTILITIES	\$734.00
NEBRASKA DEPT. OF REVENUE	Lodging Tax	SALES TAX REMITTAN	\$33.42
NEBRASKA DEPT. OF REVENUE	Sales Tax - October 2025	SALES TAX REMITTAN	\$202.39
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINT - BLD	<u>\$133.85</u>
		Total RV CAMPGROUND	\$1,103.66

Check Approval List - Council

December 10, 2025

Page # 4

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
LIBRARY			
AMERICAN EXPRESS	Supplies	REPAIR & MAINT: EQU	\$37.99
AMERICAN EXPRESS	Supplies	PROGRAMS, ETC.	\$38.42
AMERICAN EXPRESS	Supplies	BOOKS, MAGAZINES,	\$1,125.58
APPLIED CONNECTIVE TECHNOLOGIE	Service	REPAIR & MAINT: EQU	\$89.00
APPLIED CONNECTIVE TECHNOLOGIE	Service	REPAIR & MAINT: EQU	\$2,795.00
CHARTER COMMUNICATIONS	Digital Phone and Roadrunner	UTILITIES	\$105.00
DAVID CITY PAYROLL ACCOUNT		SALARIES & WAGES: F	\$318.83
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES: PART-TIME	\$8,918.69
DAVID CITY UTILITIES	VOIP Phone Service	UTILITIES	\$40.00
EAKES OFFICE SOLUTIONS	Copier Service	PRINTING & PUBLISHI	\$445.81
HOMETOWN LEASING	Copier Lease Agreements	PRINTING & PUBLISHI	\$59.50
NEBRASKA AIR FILTER	Service & Supplies	REPAIR & MAINTENAN	\$112.23
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINTENAN	\$17.09
ZACHARY LANE WESTERN AUTHOR	Supplies	BOOKS, MAGAZINES,	<u>\$35.00</u>
		Total LIBRARY	\$14,138.14
POLICE DEPARTMENT			
ALLIED BENEFIT SYSTEMS, INC.	Employees Health Insurance	GROUP INSURANCE	\$6,715.47
AMAZON CAPITAL SERVICES	Supplies, Parts, Equipment	VEHICLE - REPAIR & M	\$16.99
AMAZON CAPITAL SERVICES	Supplies, Parts, Equipment	OFFICE SUPPLIES, PO	\$313.19
AMAZON CAPITAL SERVICES	Supplies, Parts, Equipment	SMALL EQUIP / VEHICL	\$392.98
APPLIED CONNECTIVE TECHNOLOGIE	Service	REPAIR & MAINT: OFFI	\$297.70
BAIRD HOLM LLP	Attorney Fees	ATTORNEYS FEES	\$4,470.00
BUTLER COUNTY CLINIC, P.C.	Drug Testing - D. Betzen	SAFETY EXPENSES	\$40.00
DAVID CITY ACE HARDWARE	Supplies, Small Tools, Parts	VEHICLE - REPAIR & M	\$38.97
DAVID CITY ACE HARDWARE	Supplies, Small Tools, Parts	MISCELLANEOUS	\$27.16
DAVID CITY ACE HARDWARE	Supplies, Small Tools, Parts	OFFICE SUPPLIES, PO	\$226.89
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES & WAGES: F	\$59,688.34
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES: OVERTIME	\$6,428.81
DAVID CITY PAYROLL ACCOUNT	Employee Payroll from 10/24/2025 to 11/23	SALARIES: PART-TIME	\$6,167.22
DAVID CITY PAYROLL ACCOUNT		RETIREMENT PLAN	\$1,127.06
DAVID CITY UTILITIES	VOIP Phone Service	UTILITIES	\$48.75
FIRST NATIONAL BANK OF OMAHA	Fee, Supplies	SUBSCRIPTION FEES	\$544.26
FIRST NATIONAL BANK OF OMAHA	Fee, Supplies	SAFETY EXPENSES	\$39.78
FRONTIER COOPERATIVE COMPANY	Fuel	FUEL	\$22.92
GREAT PLAINS UNIFORMS	Uniforms	CLOTHING	\$1,359.50
GUNSLINGERS LLC	Supplies	SAFETY EXPENSES	\$1,454.00
HARTMAN AUTO REPAIR	Service	VEHICLE - REPAIR & M	\$350.06
HARTMAN AUTO REPAIR	Service	VEHICLE - REPAIR & M	\$52.73
HARTMAN AUTO REPAIR	Service	VEHICLE - REPAIR & M	\$69.02
JONESGROUP	Renewal of PBON	SUBSCRIPTION FEES	\$100.00
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	GROUP INSURANCE	\$17.58
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	DISABILITY INSURANC	\$44.50
NANCY A. KRENK LLC	Service	CONTRACT LABOR	\$80.00
NORTHSIDE INC.	Tires, Fuel,	VEHICLE - REPAIR & M	\$66.00
REHMER AUTO PARTS	Parts & Supplies	VEHICLE - REPAIR & M	\$94.59
SHAFFER COMMUNICATIONS	Radios	RADIO EXPENSES	\$2,710.47
VERIZON WIRELESS	Wireless Service	UTILITIES	\$504.39
WEX BANK	Fuel	FUEL	<u>\$1,691.09</u>
		Total POLICE DEPARTMENT	\$95,200.42
SERVICE DEPOSITS			
BRIAN AMMONS	Service Deposit Refund	REFUNDS (WHEN MAI	\$169.64
JILL ANDERSON	Service Deposit Refund	REFUNDS (WHEN MAI	\$19.11
JESS BOWEN	Service Deposit Refund	REFUNDS (WHEN MAI	\$137.89
DEAN SNYDER CONSTRUCTION	Service Deposit Refund	REFUNDS (WHEN MAI	\$265.00
DALTON KEPHART	Service Deposit Refund	REFUNDS (WHEN MAI	\$191.55
JARED WEINMAN	Service Deposit Refund	REFUNDS (WHEN MAI	\$211.94
NATHAN ZAVODNY	Service Deposit Refund	REFUNDS (WHEN MAI	<u>\$213.72</u>
		Total SERVICE DEPOSITS	\$1,208.85
ELECTRIC BOND ACCOUN			
BOKF, NA	Electric Revenue Bonds Series 2023	INTEREST PAYMENTS	<u>\$22,562.50</u>
		Total ELECTRIC BOND ACCOUN	\$22,562.50
SEWER BOND & INTERES			
BOKF, NA	Sewer Bond Anticipation Notes Series 2024	INTEREST PAYMENTS	<u>\$48,192.50</u>
		Total SEWER BOND & INTERES	\$48,192.50

Check Approval List - Council

December 10, 2025

Page # 5

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
ELECTRIC SYSTEM			
ALLIED BENEFIT SYSTEMS INC.	Health Insurance	GROUP INSURANCE	\$5,242.62
AMAZON CAPITAL SERVICES	Supplies	SHOP & SMALL TOOLS	\$41.83
APPLIED CONNECTIVE TECHNOLOGIE	Service - IT Maintenance & Subscriptions	REPAIR & MAINTENAC	\$958.67
BORDER STATES INDUSTRIES, INC.	Clothing - Fire Retardant Shirts	SAFETY EXPENSES	\$742.63
BRYANT AIR CONDITIONING & HEATIN	Service	REPAIR & MAINT - BLD	\$440.00
BUTLER COUNTY CHAMBER OF COM	Fees	SUBSCRIPTION FEES	\$183.34
BUTLER COUNTY TREASURER	Fee	CAP. IMPROVE: EQUIP	\$30,233.57
BUTLER PUBLIC POWER DISTRICT	Subtransmission line and transformation ch	POWER PURCHASES:	\$30,647.94
CLEARFLY	VOIP Phone Services	UTILITIES	\$211.59
CREDIT MANAGEMENT SERVICES	Service	MISCELLANEOUS	\$31.87
CREDIT MANAGEMENT SERVICES	Service	MISCELLANEOUS	\$32.36
DAVID CITY ACE HARDWARE	Supplies, Parts, Small Tools	REPAIR & MAINTENAC	\$4.29
DAVID CITY ACE HARDWARE	Supplies, Parts, Small Tools	SHOP & SMALL TOOLS	\$26.85
DAVID CITY PAYROLL ACCOUNT		SALARIES & WAGES: F	\$46,067.11
DAVID CITY PAYROLL ACCOUNT		SALARIES: OVERTIME	\$1,462.71
DAVID CITY PAYROLL ACCOUNT		SALARIES: ADMINIST	\$2,755.29
DAVID CITY PAYROLL ACCOUNT		SALARIES: CLERICAL	\$37,172.44
DAVID CITY PAYROLL ACCOUNT		SALARIES: MAYOR, CI	\$430.00
DAVID CITY PAYROLL ACCOUNT		RETIREMENT PLAN	\$2,806.15
DAVID CITY PAYROLL ACCOUNT		SALARIES: INSURANC	\$88.75
DAVID CITY PAYROLL ACCOUNT	Social Security Remittance	SOCIAL SECURITY RE	\$6,540.19
DAVID CITY UTILITIES	Credit Card Charges	SUBSCRIPTION FEES	\$541.87
DIDIER'S GROCERY, INC.	Supplies	SHOP & SMALL TOOLS	\$35.46
DUTTON-LAINSON COMPANY	167 KVA & 75 KVA Padmounts	REPAIR & MAINTENAC	\$33,628.16
GENERAL FUND	In Lieu of Tax and Occupation Fees - Nove	IN-LIEU-OF-TAX REMIT	\$9,282.81
GENERAL FUND	In Lieu of Tax and Occupation Fees - Nove	OCCUPATION FEE TO	\$15,156.67
JEO CONSULTING GROUP, INC	Services	CONTRACT LABOR	\$3,248.75
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	GROUP INSURANCE	\$23.44
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	DISABILITY INSURANC	\$68.77
NANCY A. KRENK LLC	Service	CONTRACT LABOR	\$770.00
NEBRASKA DEPT. OF REVENUE	Use Tax	SALES TAX REMITTAN	\$12,695.95
NEBRASKA DEPT. OF REVENUE	Use Tax	SHOP & SMALL TOOLS	\$9.84
NEBRASKA PUBLIC POWER DISTRICT	Short Pay for Service for August 2025	POWER PURCHASES:	\$31,215.45
NEBRASKA PUBLIC POWER DISTRICT	Service for October, 2025	POWER PURCHASES:	\$369,305.27
ONE CALL CONCEPTS, INC.	Locate Requests	SUBSCRIPTION FEES	\$25.15
PER MAR SECURITY SERVICES	Service - Hosting Access Control, Interactiv	CONTRACT LABOR	\$2,563.88
PLUNKETTS PEST CONTROL	Service - Pest Control	REPAIR & MAINT - BLD	\$70.65
POSTMASTER		OFFICE SUPPLIES	\$193.10
POWERMANAGER	VSP Billing for Powermanager Software (1-	OFFICE SUPPLIES	\$2,907.83
SACK LUMBER COMPANY	Supplies, Parts, Tools	SHOP & SMALL TOOLS	\$12.89
SHAFFER COMMUNICATIONS	Radios & Parts	REPAIR & MAINT: EQU	\$131.06
STEAGER LAWN SERVICE	Service	CONTRACT LABOR	\$1,000.00
ALLAN STEINBERGER	Rebate - Stihl leaf blower	HEAT INCENTIVE EXP	\$40.00
TIME MANAGEMENT SYSTEMS, INC.	Monthly Software Subscription & Support	SUBSCRIPTION FEES	\$29.84
U.S. POSTAL SERVICE	Postage for postage meter	OFFICE SUPPLIES	\$333.33
JULIE VANDENBERG	Rebate - New Electric Range	HEAT INCENTIVE EXP	\$679.83
VERIZON WIRELESS	Wireless Phone Service	UTILITIES	\$287.08
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINT - BLD	\$66.93
WESCO DISTRIBUTION	Supplies	REPAIR & MAINT:STRE	\$1,380.00
WEX BANK	Fuel	VEHICLES: REPAIR &	\$544.87
WINDSTREAM	Telephone Service	UTILITIES	\$936.86
WINDSTREAM	Telephone Service	UTILITIES	\$911.11
		Total ELECTRIC SYSTEM	\$654,217.05

WATER SYSTEM

ALLIED BENEFIT SYSTEMS INC.	Health Insurance	GROUP INSURANCE	\$5,442.28
APPLIED CONNECTIVE TECHNOLOGIE	Service - IT Maintenance & Subscriptions	REPAIR & MAINT - BLD	\$3,625.76
APPLIED CONNECTIVE TECHNOLOGIE	Service - IT Maintenance & Subscriptions	REPAIR & MAINT: EQU	\$502.86
BAIRD HOLM LLP	Attorney Fees	ATTORNEYS FEES & L	\$236.00
BUTLER COUNTY CHAMBER OF COM	Fees	SUBSCRIPTION FEES	\$183.33
BUTLER COUNTY WELDING	Parts	REPAIR & MAINT: EQU	\$50.34
CLEARFLY	VOIP Phone Services	UTILITIES	\$74.34
COLUMN SOFTWARE PBC	Publication Fees	PRINTING & PUBLISHI	\$39.15
DALE'S FOOD PRIDE	Supplies	LAB SUPPLIES	\$10.14
DAVID CITY ACE HARDWARE	Supplies, Parts, Small Tools	REP & MAINT: WELLS	\$55.88
DAVID CITY ACE HARDWARE	Supplies, Parts, Small Tools	OFFICE SUPPLIES	\$21.49
DAVID CITY ACE HARDWARE	Supplies, Parts, Small Tools	SHOP & SMALL TOOLS	\$127.89

Check Approval List - Council

December 10, 2025

Page # 6

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
WATER SYSTEM (Continued)			
DAVID CITY ACE HARDWARE	Supplies, Parts, Small Tools	SHOP & SMALL TOOLS	\$246.18
DAVID CITY ELECTRIC DEPT.	Electric Service	UTILITIES	\$13,955.65
DAVID CITY PAYROLL ACCOUNT		SALARIES & WAGES: F	\$26,859.22
DAVID CITY PAYROLL ACCOUNT		SALARIES: OVERTIME	\$5,152.35
DAVID CITY PAYROLL ACCOUNT		SALARIES: ADMINIST	\$1,377.65
DAVID CITY PAYROLL ACCOUNT		SALARIES: CLERICAL	\$17,949.62
DAVID CITY PAYROLL ACCOUNT		SALARIES: MAYOR, CI	\$322.50
DAVID CITY PAYROLL ACCOUNT		RETIREMENT PLAN	\$816.84
DAVID CITY PAYROLL ACCOUNT	Social Security Remittance	SOCIAL SECURITY RE	\$3,791.58
DAVID CITY UTILITIES	Credit Card Charges	SUBSCRIPTION FEES	\$541.86
DIDIER'S GROCERY, INC.	Supplies	LAB SUPPLIES	\$43.73
DWEE - PUBLIC WATER OPERATORS	Water Operator License - A. Kobus	DUES, MTGS, MILEAG	\$115.00
FIRST NATIONAL BANK OF OMAHA	Supplies	OFFICE SUPPLIES	\$217.54
GENERAL FUND	In Lieu of Tax and Occupation Fees - Nove	OCCUPATION FEE TO	\$3,395.43
HAWKINS, INC.	Chemicals	CHEMICALS	\$2,906.61
HEIN CONSTRUCTION LLC	Service	REPAIR & MAINT - BLD	\$3,500.00
HOLLOWAY ELECTRIC LLC	Service	REP & MAINT: WELLS	\$582.89
JACKSON SERVICES, INC.	Wet Mops, Mops, Mats, Shop Towels, Hand	OFFICE SUPPLIES	\$154.88
JEO CONSULTING GROUP, INC	Services	CAP. IMP.: ENGINEERI	\$13,667.50
JEO CONSULTING GROUP, INC	Services	CAP. IMP.: ENGINEERI	\$4,541.25
JEO CONSULTING GROUP, INC	Services	CAP. IMP.: ENGINEERI	\$1,250.00
JEO CONSULTING GROUP, INC	Services	CAP. IMP.: ENGINEERI	\$15,120.00
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	GROUP INSURANCE	\$6.92
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	DISABILITY INSURANC	\$38.52
LINCOLN WINWATER WORKS	Supplies & Parts	LAB SUPPLIES	\$333.25
LINCOLN WINWATER WORKS	Supplies & Parts	SHOP & SMALL TOOLS	\$1,161.87
LINCOLN WINWATER WORKS	Supplies & Parts	PIPES, VALVES, FITTIN	\$4,770.21
MAGUIRE IRON, INC.	2024 Water Tower Repainting - SRF Projec	CAP IMPROVE: LAND &	\$245,250.00
MIDWEST LABORATORIES, INC.	supplies for testing	LABORATORY FEES	\$442.80
NEBRASKA DEPT. OF REVENUE	Use Tax	REPAIR & MAINT: EQU	\$1.51
NEBRASKA DEPT. OF REVENUE	Use Tax	SALES TAX REMITTAN	\$1,761.99
NEBRASKA PUBLIC HEALTH ENVIRON	Tests	LABORATORY FEES	\$834.00
NORTHSIDE, INC.	Supplies	FUEL, OIL, GAS	\$1,572.08
ONE CALL CONCEPTS, INC.	Locate Requests	SUBSCRIPTION FEES	\$25.14
PER MAR SECURITY SERVICES	Service - Hosting Access Control, Interactiv	SUBSCRIPTION FEES	\$3,482.80
PER MAR SECURITY SERVICES	Service - Hosting Access Control, Interactiv	SUBSCRIPTION FEES	\$4,742.37
PER MAR SECURITY SERVICES	Service - Hosting Access Control, Interactiv	REPAIR & MAINT - BLD	\$7,935.65
PER MAR SECURITY SERVICES	Service - Hosting Access Control, Interactiv	REPAIR & MAINT - BLD	\$7,755.86
PLUNKETTS PEST CONTROL	Service - Pest Control	REPAIR & MAINT - BLD	\$49.14
POSTMASTER		OFFICE SUPPLIES	\$193.09
POWERMANAGER	VSP Billing for Powermanager Software (1-	OFFICE SUPPLIES	\$2,907.81
REHMER AUTO PARTS	Parts	SHOP & SMALL TOOLS	\$19.88
RERUCHA AG & AUTO SUPPLY	Parts, Supplies, Small Tools	FUEL, OIL, GAS	\$101.07
RERUCHA AG & AUTO SUPPLY	Parts, Supplies, Small Tools	VEHICLES: REPAIR &	\$11.22
RERUCHA AG & AUTO SUPPLY	Parts, Supplies, Small Tools	SHOP & SMALL TOOLS	\$177.95
SACK LUMBER COMPANY	Supplies, Parts, Tools	SHOP & SMALL TOOLS	\$298.49
SHAFFER COMMUNICATIONS	Radios & Parts	REPAIR & MAINT: EQU	\$262.30
SHAFFER COMMUNICATIONS	Radios & Parts	REPAIR & MAINT: EQU	\$295.63
SUDBECK UNDERGROUND	Service	REPAIR & MAINTENAC	\$2,500.00
TIME MANAGEMENT SYSTEMS, INC.	Monthly Software Subscription & Support	SUBSCRIPTION FEES	\$29.84
TOTAL BACKFLOW RESOURCES	Training - Backflow Training Grade VI	DUES, MTGS, MILEAG	\$150.00
U.S. POSTAL SERVICE	Postage for postage meter	OFFICE SUPPLIES	\$333.33
ULINE	Storage Bins	REPAIR & MAINT - BLD	\$855.16
VANDENBERG ELECTRIC COMMUNIC	Service - Water Tower Lights	REP & MAINT: WELLS	\$400.00
VERIZON WIRELESS	Wireless Phone Service	UTILITIES	\$225.45
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINT - BLD	\$53.51
WEX BANK	Fuel	FUEL, OIL, GAS	\$807.41
MAVERICK WILLIAMS	Reimbursement - Public Water Operator Re	DUES, MTGS, MILEAG	\$115.00
WINDSTREAM	Service - Data & Internet	UTILITIES	\$769.41
WINDSTREAM	Telephone Service	UTILITIES	\$441.82
WINDSTREAM	Telephone Service	UTILITIES	\$441.82
		Total WATER SYSTEM	\$418,432.04

Check Approval List - Council

December 10, 2025

Page # 7

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
SEWER SYSTEM			
ALLIED BENEFIT SYSTEMS INC.	Health Insurance	GROUP INSURANCE	\$2,621.29
AMAZON CAPITAL SERVICES	Supplies	OFFICE SUPPLIES	\$123.49
APPLIED CONNECTIVE TECHNOLOGIE	Service - IT Maintenance & Subscriptions	REPAIR & MAINT: EQU	\$448.21
BAIRD HOLM LLP	Attorney Fees	ATTORNEYS FEES & L	\$10,489.95
BRB CONTRACTORS INC	Wastewater Treatment Plant Improvements	CAP. IMP: WWTP IMPR	\$466,615.86
BUTLER COUNTY CHAMBER OF COM	Fees	SUBSCRIPTION FEES	\$183.33
CALLAWAY ROLLOFFS LLC	Service - Storage Container	RENTALS: MISCELLAN	\$375.00
CINTAS	Service & Supplies	SAFETY EXPENSES	\$35.40
CLEARFLY	VOIP Phone Services	UTILITIES	\$40.25
DALE'S FOOD PRIDE	Supplies	MISCELLANEOUS SUP	\$1.80
DAVID CITY ACE HARDWARE	Supplies, Parts, Small Tools	SHOP & SMALL TOOLS	\$38.68
DAVID CITY ELECTRIC DEPT.	Electric Service	UTILITIES	\$6,368.89
DAVID CITY PAYROLL ACCOUNT		SALARIES & WAGES: F	\$9,556.69
DAVID CITY PAYROLL ACCOUNT		SALARIES: OVERTIME	\$1,420.54
DAVID CITY PAYROLL ACCOUNT		SALARIES: ADMINIST	\$1,377.64
DAVID CITY PAYROLL ACCOUNT		SALARIES: CLERICAL	\$17,917.62
DAVID CITY PAYROLL ACCOUNT		SALARIES: MAYOR, CI	\$322.50
DAVID CITY PAYROLL ACCOUNT		RETIREMENT PLAN	\$242.67
DAVID CITY PAYROLL ACCOUNT	Social Security Remittance	SOCIAL SECURITY RE	\$2,259.99
DAVID CITY UTILITIES	Credit Card Charges	SUBSCRIPTION FEES	\$541.87
FIRST WESTROADS BANK	Municipal Improvement Bonds Series 2024	INTEREST PAYMENTS	\$91,575.00
GENERAL FUND	In Lieu of Tax and Occupation Fees - Nove	OCCUPATION FEE TO	\$2,658.67
HOLLOWAY ELECTRIC LLC	Service	REPAIR & MAINT - BLD	\$491.54
JACKSON SERVICES, INC.	Wet Mops, Mops, Mats, Shop Towels, Hand	OFFICE SUPPLIES	\$52.12
JEO CONSULTING GROUP, INC	Services	CAP. IMP.: ENGINEERI	\$6,510.00
JEO CONSULTING GROUP, INC	Services	CAP. IMP.: ENGINEERI	\$26,278.75
ANTHONY KOBUS	Reimbursement - Clothing (Pants & Work B	CLOTHING	\$65.89
ANTHONY KOBUS	Reimbursement - Clothing (Pants & Work B	CLOTHING	\$89.87
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	GROUP INSURANCE	\$5.86
LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	DISABILITY INSURANC	\$13.43
LINCOLN WINWATER WORKS	Supplies & Parts	REPAIR & MAINTENAC	\$5,385.36
MIDWEST LABORATORIES, INC.	supplies for testing	LABORATORY FEES	\$934.17
MUNICIPAL PIPE TOOL COMPANY	Service	CAP. IMP: WWTP IMPR	\$11,407.27
NEBRASKA DEPT. OF REVENUE	Use Tax	SALES TAX REMITTAN	\$10,174.96
POWERMANAGER	VSP Billing for Powermanager Software (1-	OFFICE SUPPLIES	\$2,907.81
SACK LUMBER COMPANY	Supplies, Parts, Tools	REPAIR & MAINT - BLD	\$8,270.98
SACK LUMBER COMPANY	Supplies, Parts, Tools	OFFICE SUPPLIES	\$53.96
SACK LUMBER COMPANY	Supplies, Parts, Tools	SHOP & SMALL TOOLS	\$92.97
SUDBECK UNDERGROUND	Service	REPAIR & MAINTENAC	\$2,128.00
TIME MANAGEMENT SYSTEMS, INC.	Monthly Software Subscription & Support	SUBSCRIPTION FEES	\$29.82
U.S. POSTAL SERVICE	Postage for postage meter	OFFICE SUPPLIES	\$333.34
VERIZON WIRELESS	Wireless Phone Service	UTILITIES	\$40.02
WASTE CONNECTIONS OF NE	Garbage Service	REPAIR & MAINT - BLD	\$117.80
WEX BANK	Fuel	FUEL, OIL, GAS	\$264.36
WINDSTREAM	Service - Data & Internet	UTILITIES	\$194.76
WINDSTREAM	Telephone Service	UTILITIES	\$319.61
WINDSTREAM	Telephone Service	UTILITIES	\$319.61
WRIGHT-WAY DRAIN & SEWER	Service	REPAIR & MAINTENAC	\$500.00
		Total SEWER SYSTEM	\$692,197.60
ELECTRIC PLANT			
BLACK HILLS ENERGY	Natural Gas Service	GENERATING GAS	\$135.45
CLEARFLY	VOIP Phone Services	UTILITIES	\$49.75
DAVID CITY ACE HARDWARE	Supplies, Parts, Small Tools	SHOP & SMALL TOOLS	\$182.47
DAVID CITY WATER DEPT.	Electric Service - November 2025	UTILITIES	\$53.75
JACKSON SERVICES, INC.	Wet Mops, Mops, Mats, Shop Towels, Hand	SHOP & SMALL TOOLS	\$79.42
NORTHSIDE, INC.	Supplies	MISCELLANEOUS	\$90.00
WEX BANK	Fuel	VEHICLES: REPAIR &	\$43.67
WINDSTREAM	Telephone Service	UTILITIES	\$418.09
WINDSTREAM	Telephone Service	UTILITIES	\$418.09
		Total ELECTRIC PLANT	\$1,470.69

Total Claims Allowed: \$3,296,154.88

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>ONE</u>	Application Date: <u>11/26/2025</u>
Application Period: <u>From 11/1/2025</u>	to 11/26/2025

1. Original Contract Price	\$	93,867.50
2. Net change by Change Orders	\$	96,327.95
3. Current Contract Price (Line 1 + Line 2)	\$	190,195.45
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	181,680.20
5. Retainage		
a. 5% X \$ 181,680.20 Work Completed =	\$	9,084.01
b. 5% X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	9,084.01
6. Amount eligible to date (Line 4 - Line 5.c)	\$	172,596.19
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	172,596.19
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	17,599.26

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:** 11-26-25

Recommended by Engineer	Approved by Owner
By: <u><i>[Signature]</i></u>	By: _____
Title: <u>Project Engineer</u>	Title: _____
Date: <u>12/1/2025</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

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

Contractor's Application for Payment
 Owner's Project No.: 231816.00
 Engineer's Project No.:
 Contractor's Project No.:

Application No.: ONE Application Period: From 11/01/25 to 11/26/25 Application Date: 11/26/25

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (I / J) (%)	L Balance to Finish (F - J) (\$)
						H Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
1	Mobilization	1	LS	6,600.00	6,600.00	0.90	5,940.00	-	5,940.00	90%	660.00
2	Bonding and Insurance	1	LS	1,500.00	1,500.00	1.00	1,500.00	-	1,500.00	100%	-
3	Temporary Traffic Control Measures	1	LS	1,500.00	1,500.00	1.00	1,500.00	-	1,500.00	100%	-
4	Site Grading and Clearing	1	LS	5,000.00	5,000.00	1.00	5,000.00	-	5,000.00	100%	-
5	Remove Asphalt Pavement	180	SY	12.00	2,160.00	180.00	2,160.00	-	2,160.00	100%	-
6	Remove Wood Fence	193	LF	10.00	1,930.00	193.00	1,930.00	-	1,930.00	100%	-
7	Remove Tree (<24" Circumference)	5	EA	800.00	4,000.00	5.00	4,000.00	-	4,000.00	100%	-
8	Remove and Reset Mailbox	5	EA	800.00	4,000.00	5.00	4,000.00	-	4,000.00	100%	-
9	Remove and Reset Mailbox	1	EA	500.00	500.00	1.00	500.00	-	500.00	100%	-
10	Subgrade Preparation	733	SY	2.00	1,466.00	733.00	1,466.00	-	1,466.00	100%	-
11	Unsuitable Materials	25	CV	50.00	1,250.00	-	-	-	-	0%	1,250.00
12	7" Concrete Pavement	733	SY	60.00	43,980.00	733.00	43,980.00	-	43,980.00	100%	-
13	6" Concrete Pavement	25	SY	60.00	1,500.00	25.00	1,500.00	-	1,500.00	100%	-
14	6" Concrete Driveway	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	1.00	4,410.00	-	4,410.00	100%	-
16	12" RCP Class V	64	LF	63.00	4,032.00	2.00	4,032.00	-	4,032.00	100%	-
17	12" RCP Flared End Section	2	EA	945.00	1,890.00	2.00	1,890.00	-	1,890.00	100%	-
18	Crushed Rock Surface Course	5	TONS	150.00	750.00	5.00	750.00	-	750.00	100%	-
19	Stabilized Construction Entrance	25	TONS	100.00	2,500.00	-	-	-	-	0%	2,500.00
20	Straw Wattle	40	LF	6.50	260.00	-	-	-	-	0%	260.00
21	Erosion Mat with Seed	858	SY	2.75	2,359.50	-	-	-	-	0%	2,359.50
Original Contract Totals					\$ 93,867.50		\$ 86,838.00	\$ -	\$ 86,838.00	93%	\$ 7,029.50

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>21</u>	Application Date: <u>12/10/2025</u>
Application Period: From <u>10/22/2025</u>	to <u>11/24/2025</u>

1. Original Contract Price	\$ 16,882,000.00
2. Net change by Change Orders	\$ 737,176.37
3. Current Contract Price (Line 1 + Line 2)	\$ 17,619,176.37
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 15,540,522.00
5. Retainage	
a. <u>5%</u> X <u>\$ 13,573,406.03</u> Work Completed =	\$ 678,670.30
b. <u>5%</u> X <u>\$ 1,967,115.97</u> Stored Materials =	\$ 98,355.80
c. Total Retainage (Line 5.a + Line 5.b)	\$ 777,026.10
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 14,763,495.90
7. Less previous payments (Line 6 from prior application)	\$ 14,296,880.04
8. Amount due this application	\$ 466,615.86
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 2,855,680.47

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: *Joske Kling* **Date:** 12/4/2025

Recommended by Engineer	Approved by Owner
By: <u><i>Sarah Nguyen</i></u>	By: _____
Title: <u>Project Engineer</u>	Title: <u>Mayor</u>
Date: <u>12/4/2025</u>	Date: _____
Approved by Funding Agency	
By: <u>N/A</u>	By: <u>N/A</u>
Title: _____	Title: _____
Date: _____	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.:	251034.00
Contractor:	BRB Contractors, Inc.	Contractor's Project No.:	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		

Application No.:	21	Application Period:	From	10/22/25	to	11/24/25	Application Date:	12/10/25
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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								
	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	23,200.00	300.00		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	214,557.08		63,893.68	278,450.76	93%	21,549.24
6	Other Piping/Valves	\$ 1,395,000.00	573,000.00	450,000.00	219,240.75	1,242,240.75	89%	152,759.25
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		15,096.14	30,096.14	60%	19,903.86
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	120,000.00			120,000.00	80%	30,000.00
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	320,000.00	30,000.00		350,000.00	100%	-
14	Misc. Metals Furnish/Install	\$ 50,000.00	-	40,000.00	5,000.00	45,000.00	90%	5,000.00
15	Masonry Above Structure	\$ 225,000.00	225,000.00			225,000.00	100%	-
16	Doors & Windows Furnish/Install	\$ 65,000.00	40,000.00	25,000.00		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			80,000.00	80%	20,000.00
19	Slide Gates Furnish/Install	\$ 100,000.00	92,000.00	3,000.00		95,000.00	95%	5,000.00
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	330,000.00	425,000.00	294,091.60	1,049,091.60	81%	250,908.40
22	Parshall Flume	\$ 10,000.00	-	10,000.00		10,000.00	100%	-
23	Indoor Sampler	\$ 20,000.00	-			-	0%	20,000.00
24	Painting Structure	\$ 40,000.00	-			-	0%	40,000.00
25	Instrumentation & Control Work	\$ 950,000.00	538,253.00		245,490.40	783,743.40	82%	166,256.60
26	Mechanical Work (both buildings)	\$ 270,000.00	25,000.00		16,920.00	41,920.00	16%	228,080.00
27	Electrical Work	\$ 700,000.00	404,500.00	45,000.00	80,762.85	530,262.85	76%	169,737.15
	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	\$ 160,000.00	150,000.00	5,000.00		155,000.00	97%	5,000.00

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.:	251034.00
Contractor:	BRB Contractors, Inc.	Contractor's Project No.:	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		

Application No.: 21 **Application Period:** From 10/22/25 to 11/24/25 **Application Date:** 12/10/25

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 (\$)					
34	Concrete Base	\$ 50,000.00	50,000.00			50,000.00	100%	-	
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. Metals Finish/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	-		34,860.00	34,860.00	70%	15,140.00	
40	Painting Work	\$ 35,000.00	20,000.00	15,000.00		35,000.00	100%	-	
41	Electrical Work	\$ 50,000.00	14,000.00		6,633.43	20,633.43	41%	29,366.57	
	NEW SBR STRUCTURE		-			-		-	
42	Excavation & Backfill	\$ 350,000.00	305,000.00	20,000.00		325,000.00	93%	25,000.00	
43	SBR Concrete Base Sections	\$ 520,000.00	520,000.00			520,000.00	100%	-	
44	SBR Concrete Wall Sections	\$ 1,261,000.00	1,248,000.00	13,000.00		1,261,000.00	100%	-	
45	SBR Basin Equipment Aeration	\$ 1,000,000.00	934,060.50	30,939.50		965,000.00	97%	35,000.00	
46	SBR Basin Equipment Pumps	\$ 50,000.00	45,000.00	3,000.00		48,000.00	96%	2,000.00	
47	Misc. Metals Furnish/Install	\$ 40,000.00	-		31,625.00	31,625.00	79%	8,375.00	
48	Painting Work	\$ 15,000.00	15,000.00			15,000.00	100%	-	
49	Electrical Work	\$ 50,000.00	30,795.00	6,500.00		37,295.00	75%	12,705.00	
	BLOWER BUILDING MODIFICATIONS		-			-		-	
50	Concrete Floor/Wall Demolition	\$ 15,000.00	14,000.00	1,000.00		15,000.00	100%	-	
51	Excavation & Backfill	\$ 15,000.00	10,000.00	5,000.00		15,000.00	100%	-	
52	New Concrete Floor and Blower Bases	\$ 35,000.00	20,000.00	12,000.00		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	150,000.00	250,000.00		400,000.00	100%	-	
56	Painting Work	\$ 20,000.00	15,000.00	5,000.00		20,000.00	100%	-	
57	Instrumentation & Control Work	\$ 150,000.00	26,000.00	115,000.00		141,000.00	94%	9,000.00	
58	Electrical Work	\$ 100,000.00	78,625.00	15,000.00		93,625.00	94%	6,375.00	
	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	89%	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%	-	

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.:	251034.00
Contractor:	BRB Contractors, Inc.	Contractor's Project No.:	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		

Application No.: 21 **Application Period:** From 10/22/25 to 11/24/25 **Application Date:** 12/10/25

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 (\$)					
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%	-	
70	New Building Walls and Roof	\$ 270,000.00	239,259.00			239,259.00	89%	30,741.00	
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	12,000.00		10,000.00	22,000.00	29%	53,000.00	
	DEMO EXISTING HEADWORKS BUILDING		-			-		-	
74	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	\$ 11,410,999.58	\$ 1,564,739.50	\$ 1,967,115.97	\$ 14,942,855.05	89%	\$ 1,939,144.95	

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.:	251034.00
Contractor:	BRB Contractors, Inc.	Contractor's Project No.:	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		

Application No.: 21 Application Period: From 10/22/25 to 11/24/25 Application Date: 12/10/25

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) (\$)	
	105795-1		Aqua Aerobics Down Payment			261,353.50		261,353.50	261,353.50		261,353.50	-
	50026177578		Rebar			19,091.30		19,091.30	19,091.30		19,091.30	-
	50026159555		Rebar			28,359.32		28,359.32	28,359.32		28,359.32	-
	50026147392		Rebar			26,753.09		26,753.09	26,753.09		26,753.09	-
	50026147072		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	-
	50026114832		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	-
	50026303876		Rebar			30,145.37		30,145.37	30,145.37		30,145.37	-
	0755219-1		Polywrap			1,964.40		1,964.40	1,964.40		1,964.40	-
	755226		Polywrap			420.00		420.00	420.00		420.00	-
	755219		Polywrap			3,170.72		3,170.72	-		-	3,170.72
	27693		HME Shop Drawings			6,675.00		6,675.00	6,643.95		6,643.95	31.05
	50026415841		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	-
	50026337203		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	-
	94020		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	-
	755171		Ductile Iron Pipe			15,132.60		15,132.60	14,000.00		14,000.00	1,132.60
	50026489471		Rebar			650.00		650.00	650.00		650.00	-
	50026599911		Rebar			5,675.00		5,675.00	5,675.00		5,675.00	-
	50026604462		Rebar			2,179.06		2,179.06	2,179.06		2,179.06	-
			Concrete Expansion Joints			5,892.80		5,892.80	5,892.80		5,892.80	-
	105795-2		Aqua Aerobics - Second Payment			522,707.00		522,707.00	522,707.00		522,707.00	-
	0756281-2		Ductile Iron Pipe and Accessories			1,975.74		1,975.74	-		-	1,975.74
	0756281-1		Ductile Iron Pipe and Accessories			10,440.99		10,440.99	1,830.82		1,830.82	8,610.17
	757833		24" PVC Pipe			83,203.12		83,203.12	-		-	83,203.12
	0755902-1		Ductile Iron Pipe and Accessories			21,275.08		21,275.08	-	21,275.08	21,275.08	-
	757699		Ductile Iron Pipe and Accessories			622.71		622.71	-	622.71	622.71	-
	755893		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	34,296.00	94,316.31	128,612.31	-
	94275		Air Release Valves			7,803.31		7,803.31	-	-	-	7,803.31
	27920		HME Shop Drawings			20,025.00		20,025.00	20,000.00		20,000.00	25.00
	0174120-IN		Hatches and Crane Equipment			30,750.00		30,750.00	21,605.00		21,605.00	9,145.00
	0756281-3		Ductile Iron Pipe and Accessories			3,181.29		3,181.29	-		-	3,181.29
	2022-113		Electrical Stored Materials			36,633.43		36,633.43	-	19,681.02	19,681.02	16,952.41
	759894		Ductile Iron Forcemain Pipe			184,557.08		184,557.08	184,557.08		184,557.08	-
	94711		Valves			116,428.37		116,428.37	116,428.37		116,428.37	-
	0755902-2		Ductile Iron Pipe			23,676.17		23,676.17	23,676.17		23,676.17	-
	50027906312		Rebar			27,202.03		27,202.03	27,202.03		27,202.03	-
	50027701696		Rebar			2,573.98		2,573.98	2,573.98		2,573.98	-
	50027633543		Rebar			14,510.75		14,510.75	14,510.75		14,510.75	-
	50027614897		Rebar			20,282.00		20,282.00	20,282.00		20,282.00	-
	95073		Gates/Valves/Flumes			10,622.32		10,622.32	10,622.32		10,622.32	-
	94913		Gates/Valves/Flumes			135,104.83		135,104.83	79,140.78	55,964.05	135,104.83	-
	0759894-2		Ductile Iron Pipe			89,965.26		89,965.26	40,000.00	49,965.26	89,965.26	-
	0759894-1		Ductile Iron Pipe			48,516.80		48,516.80	30,000.00	18516.8	48,516.80	-
	760997		Ductile Iron Pipe			30,341.68		30,341.68	30,341.68		30,341.68	-

Stored Materials Summary

Contractor's Application for Payment

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Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	251034.00
Contractor:	BRB Contractors, Inc.	Contractor's Project No.:	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
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Application No.: 21 Application Period: From 10/22/25 to 11/24/25 Application Date: 12/10/25

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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) (\$)	
	0757692-1		Ductile Iron Pipe			6,545.67		6,545.67	6,545.67		6,545.67	-
	757692		Ductile Iron Pipe			34,436.37		34,436.37	34,436.37		34,436.37	-
	8635424-01		Electrical Stored Materials			1,893.10		1,893.10	1,893.10		1,893.10	-
	8653766-00		Electrical Stored Materials			1,344.01		1,344.01	1,344.01		1,344.01	-
	8635424-00		Electrical Stored Materials			1,029.30		1,029.30	1,029.30		1,029.30	-
	8651280-00		Electrical Stored Materials			249.97		249.97	249.97		249.97	-
	8602508-01		Electrical Stored Materials			5,846.58		5,846.58	5,846.58		5,846.58	-
	8602508-02		Electrical Stored Materials			18,107.44		18,107.44	18,107.44		18,107.44	-
	8634948-00		Electrical Stored Materials			10.92		10.92	10.92		10.92	-
	2022-119		Electrical Stored Materials			5,915.24		5,915.24	5,915.24		5,915.24	-
	95314		Valves			35,962.26		35,962.26	20,000.00	15,962.26	35,962.26	-
	95296		Valves			5,507.18		5,507.18	5,507.18		5,507.18	-
	95194		Valves			64,227.99		64,227.99	64,227.99		64,227.99	-
	0760997-1		Embedded Wall Pipe			10,490.00		10,490.00	10,490.00		10,490.00	-
	761001		Embedded Wall Pipe			10,763.56		10,763.56	10,763.56		10,763.56	-
	759887		Ductile Iron Fittings			14,654.75		14,654.75	-	14,654.75	14,654.75	-
	0760997-2		Ductile Iron Pipe			18,733.52		18,733.52	-	18,733.52	18,733.52	-
	50028222134		Headworks Area Rebar			17,661.05		17,661.05	17,661.05		17,661.05	-
	50028559050		Generator Pad Rebar			5,316.85		5,316.85	5,316.85		5,316.85	-
	95460		Valves			9,113.55		9,113.55	9,113.55		9,113.55	-
	765559		Ductile Iron Pipe			11,022.47		11,022.47	11,022.47		11,022.47	-
	765117		Ductile Iron Pipe			95,948.26		95,948.26	95,948.26		95,948.26	-
	764836		Ductile Iron Pipe			22,291.21		22,291.21	-	22,291.21	22,291.21	-
	764427		Ductile Iron Pipe			2,800.00		2,800.00	-	2,800.00	2,800.00	-
	0764836-1		Ductile Iron Pipe			9,449.42		9,449.42	-	9,449.42	9,449.42	-
	764846		Ductile Iron Pipe			21,007.67		21,007.67	-	21,007.67	21,007.67	-
	0765117-2		Ductile Iron Pipe			21,792.38		21,792.38	-	21,792.38	21,792.38	-
	8653766-01		Electrical Stored Materials			6,180.00		6,180.00	6,180.00		6,180.00	-
	8635424-02		Electrical Stored Materials			9,419.62		9,419.62	9,419.62		9,419.62	-
	8635424-03		Electrical Stored Materials			5,327.55		5,327.55	5,327.55		5,327.55	-
	8658232-00		Electrical Stored Materials			20,413.00		20,413.00	15,000.00		15,000.00	5,413.00
	8635424-04		Electrical Stored Materials			4,119.52		4,119.52	4,119.52		4,119.52	-
	8666003-00		Electrical Stored Materials			8,910.00		8,910.00	8,910.00		8,910.00	-
	8602508-03		Electrical Stored Materials			5,317.25		5,317.25	5,317.25		5,317.25	-
	8658232-02		Electrical Stored Materials			31,315.00		31,315.00	31,315.00		31,315.00	-
	8658232-01		Electrical Stored Materials			32,956.00		32,956.00	-		-	32,956.00
	NECOL256197		Electrical Stored Materials			301.18		301.18	-		-	301.18
	79795		Electrical Stored Materials			270.00		270.00	-		-	270.00
	12251		HOA Progress Billing			227,884.60		227,884.60	-	114,060.50	114,060.50	113,824.10
	27665		Submersible Pumps			432,500.00		432,500.00	432,500.00		432,500.00	-
	0174897-IN		Hoist			19,110.00		19,110.00	-	19,110.00	19,110.00	-
	0765117-6		Pipe and Fittings			9,402.29		9,402.29	-	9,402.29	9,402.29	-
	0765117-5		Pipe and Fittings			39,726.61		39,726.61	-	39,726.61	39,726.61	-
	0765117-4		Pipe and Fittings			6,442.13		6,442.13	-	6,442.13	6,442.13	-
	0760997-3		Pipe and Fittings			26,816.12		26,816.12	-	26,816.12	26,816.12	-
	0765117-3		Pipe and Fittings			578.28		578.28	-	578.28	578.28	-
	766259		Pipe and Fittings			21,663.44		21,663.44	-	21,663.44	21,663.44	-
	764818		Pipe and Fittings			25,146.59		25,146.59	-	25,146.59	25,146.59	-
	95755		Valves			33,531.00		33,531.00	-	33,531.00	33,531.00	-

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.:	251034.00
Contractor:	BRB Contractors, Inc.	Contractor's Project No.:	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		

Application No.: 21 Application Period: From 10/22/25 to 11/24/25 Application Date: 12/10/25

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) (\$)	
	8635424-05		Electrical Stored Materials			386.20		386.20	386.20		386.20	-
	8658653-00		Electrical Stored Materials			1,335.00		1,335.00	1,335.00		1,335.00	-
	8602508-04		Electrical Stored Materials			373.10		373.10	373.10		373.10	-
	8694471-00		Electrical Stored Materials			266.93		266.93	266.93		266.93	-
	8602508-05		Electrical Stored Materials			2,328.26		2,328.26	2,328.26		2,328.26	-
	8635424-06		Electrical Stored Materials			12,514.95		12,514.95	6,000.00		6,000.00	6,514.95
	8792		Grit Pump			23,395.00		23,395.00	-	23,395.00	23,395.00	-
	29452		Handrail			12,300.00		12,300.00	-		-	12,300.00
	568		HVAC: Air Conditioners			16,920.00		16,920.00	-		-	16,920.00
	0765117-7		Pipe and Fittings			2,528.22		2,528.22	-		-	2,528.22
	766417		Piping System/Ball Valves			3,112.76		3,112.76	-		-	3,112.76
	770080		Pipe and Fittings			4,184.11		4,184.11	-		-	4,184.11
	765579		Pipe and Fittings			33,920.76		33,920.76	-		-	33,920.76
	0057750-IN		Sand/Oil Trap			10,900.00		10,900.00	10,900.00		10,900.00	-
	29678		Ladders			8,250.00		8,250.00	-		-	8,250.00
	769915		Pipe and Fittings			17,343.56		17,343.56	-		-	17,343.56
	1045880		Aqua Aerobics SBR Equipment			254,849.56		254,849.56	100,000.00	150,000.00	250,000.00	4,849.56
	1046052		Aqua Aerobics SBR Equipment			703,753.84		703,753.84	-		-	703,753.84
	24105-18870		Bar Screen			127,871.00		127,871.00	127,871.00		127,871.00	-
	92726-00		Generator			82,368.00		82,368.00	82,368.00		82,368.00	-
	8653766-02		Electrical Stored Materials			12,200.28		12,200.28	-		-	12,200.28
	1046371		Aqua Aerobics SBR Equipment			56,029.84		56,029.84	-		-	56,029.84
	448099		Precast Manholes			6,829.90		6,829.90	6,829.90		6,829.90	-
	448100		Precast Manholes			6,367.98		6,367.98	6,367.98		6,367.98	-
	1046768		Aqua Aerobic Equipment			456,848.92		456,848.92	208,871.77		208,871.77	247,977.15
	1046711		Aqua Aerobic Equipment			4,266.73		4,266.73	-		-	4,266.73
	769540		Pipe and Fittings			10,912.32		10,912.32	-		-	10,912.32
	777143		Pipe and Fittings			9,368.08		9,368.08	-		-	9,368.08
	50030735331		Blower Room Rebar			4,203.29		4,203.29	-	4,203.29	4,203.29	-
	SO113091		Doors and Frames			30,000.00		30,000.00	9,000.00	21,000.00	30,000.00	-
	1047062		Aqua Aerobic Equipment			75,103.16		75,103.16	-	75,103.16	75,103.16	-
	12687		Instrumentation Equipment			55,490.40		55,490.40	-		-	55,490.40
	97508		Slide Gates			277,359.52		277,359.52	80,000.00		80,000.00	197,359.52
	777559		Ductile Iron Pipe and Fittings (SBR)			33,415.07		33,415.07	-		-	33,415.07
	777526		Ductile Iron Pipe and Fittings (Blower)			7,835.01		7,835.01	-		-	7,835.01
	0777559-1		Ductile Iron Pipe and Fittings (SBR)			17,352.34		17,352.34	-		-	17,352.34
	30706		Misc Steel			81,605.00		81,605.00	-	33,975.00	33,975.00	47,630.00
	12743		Motor Control Centers and Drives			438,253.00		438,253.00	438,253.00		438,253.00	-
	97802		Slide Gate Actuator			22,576.82		22,576.82	-		-	22,576.82
	97966		Grit Removal System			227,316.00		227,316.00	30,000.00	75,000.00	105,000.00	122,316.00
6	781379		Ductile Iron Pipe and Fittings			6,995.20		6,995.20	6,995.20		6,995.20	-
6	0779486-1		Ductile Iron Pipe and Fittings			5,131.29		5,131.29	5,131.29		5,131.29	-
6	0799486-2		Ductile Iron Pipe and Fittings			93,081.78		93,081.78	93,081.78		93,081.78	-
6	0777559-2		Ductile Iron Pipe and Fittings			11,821.88		11,821.88	11,821.88		11,821.88	-
6	780229		14" SBR Pipe			4,492.31		4,492.31	-		-	4,492.31
	IN108191		Doors and Frames			16,637.14		16,637.14	16,637.14		16,637.14	-
	133739		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	4,000.00		4,000.00	8,310.45
	0785422-1		Dutile Iron Fittings (Blower)			9,229.73		9,229.73	1,318.53		1,318.53	7,911.20
Totals						\$ 7,038,091.55	\$ -	\$ 7,038,091.55	\$ 3,999,733.29	\$ 1,071,242.29	\$ 5,070,975.58	\$ 1,967,115.97

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>230622.00</u>
Contractor: <u>Maguire Iron, Inc.</u>	Contractor's Project No.: _____
Project: <u>2024 Water Tower Repainting; SRF Project No. D311686</u>	
Contract: <u>2025 Water Tower Repainting; SRF Project No. D311686</u>	
Application No.: <u>1 (Final)</u>	Application Date: <u>12/10/2025</u>
Application Period: From <u>4/1/2025</u> to <u>11/30/2025</u>	

1. Original Contract Price	\$ 245,250.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 245,250.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 245,250.00
5. Retainage	
a. <u>0%</u> X \$ 245,250.00 Work Completed =	\$ -
b. <u>0%</u> X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 245,250.00
7. Less previous payments (Line 6 from prior application)	
8. Amount due this application	\$ 245,250.00
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: Maguire Iron, Inc.

Signature: _____ **Date:** _____

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: <u>Project Manager</u>	Title: <u>Mayor</u>
Date: _____	Date: _____
Approved by Funding Agency	
By: <u>N/A</u>	By: <u>N/A</u>
Title: _____	Title: _____
Date: _____	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.:	230622.00
Contractor:	Maguire Iron, Inc.	Contractor's Project No.:	
Project:	2024 Water Tower Repainting; SRF Project No. D311686		
Contract:	2025 Water Tower Repainting; SRF Project No. D311686		

Application No.: 1 (Final) **Application Period:** From 04/01/25 to 11/30/25 **Application Date:** 12/10/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				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) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	Mobilization, Bonding and Insurance	1.00	LS	10,000.00	10,000.00	1.00	10,000.00		10,000.00	100%	-
2	Water Tower Exterior Clean and Overcoat, Complete	1.00	LS	90,000.00	90,000.00	1.00	90,000.00		90,000.00	100%	-
3	Water Tower Interior Dry Clean and Overcoat, Complete	1.00	LS	30,000.00	30,000.00	1.00	30,000.00		30,000.00	100%	-
4	Water Tower Interior Wet, Blast and Repaint, Complete	1.00	LS	97,500.00	97,500.00	1.00	97,500.00		97,500.00	100%	-
5	Miscellaneous Water Tower Repairs, Complete	1.00	LS	15,250.00	15,250.00	1.00	15,250.00		15,250.00	100%	-
6	Remove Existing Interior Ladder Fall Protection and Replace with New Safety Climb System	1.00	LS	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
					-		-		-		-
					-		-		-		-
					-		-		-		-
Original Contract Totals					\$ 245,250.00		\$ 245,250.00	\$ -	\$ 245,250.00	100%	\$ -

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **City of David City** Owner's Project No.:

Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **221276.00**

Contractor: **Rutjens Construction, Inc.** Contractor's Project No.:

Project: **2025 Water Main Improvements; North 7th Street From J Street to O Street**

Contract Name: **2025 Water Main Improvements; North 7th Street From J Street to O Street**

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

All Groups

Date of Substantial Completion: **11.03.2025**

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:

Amendments to Contractor's Responsibilities: None As follows:

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

Punchlist

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: <small>DocuSigned by:</small> <u>Ethan Joy, P.E.</u> <small>(Authorized signature)</small>	By: _____	By: <small>Signed by:</small> <u>Adam Rutjens</u> <small>(Authorized Signature)</small>	By: _____
Title: <u>Project Manager</u>	Title: _____	Title: <u>Vice President</u>	Title: _____
Date: <u>12/3/2025</u>	Date: _____	Date: <u>12/3/2025</u>	Date: _____



7th Street Water Main Punch List Document – Final Completion

DATE | 11/3/2025

PROJECT | 7th Street Water Main

JEO PROJECT NO. | 231471.00

LOCATION | David City, NE

OWNER | City of David City, NE

CONTRACTOR | Rutjens Construction

General Punch List Items:

- 1) ~~All hydrants to have at least 1" clearance from final grade~~
- 2) ~~All gate valves in pavement to be flush with final grade~~
- 3) ~~All curb stops to be flush with final grade~~
- 4) ~~Complete tracer wire testing~~
- 5) ~~Removal and replacement of sidewalks at J and 7th St intersection~~
- 6) ~~Replace demolish mailbox at 1041 7th St~~
- 7) ~~Abandon 2" main at O St~~
- 8) ~~Complete fine grading in preparation for seeding~~
- 9) ~~Get all subgrade under pavement tested~~
- 10) ~~Pour removed pavement in all necessary areas—include rebar dowels into existing~~
- 11) ~~Remove existing hydrants~~
- 12) ~~Install storz connections on hydrants~~

Punch List Items Completed:

Brady Benson

ENGINEER

11/12/25

Date

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>231471.00</u>
Contractor: <u>Rutjens Construction, Inc.</u>	Contractor's Project No.: _____
Project: <u>2025 Water Main Improvements: North 7th Street from J Street to O Street</u>	
Contract: <u>2025 Water Main Improvements: North 7th Street from J Street to O Street</u>	
Application No.: <u>2 & Final</u>	Application Date: <u>11/18/2025</u>
Application Period: From <u>11/1/2025</u> to <u>11/12/2025</u>	

1. Original Contract Price	\$ 380,566.00
2. Net change by Change Orders	\$ (18,749.00)
3. Current Contract Price (Line 1 + Line 2)	\$ 361,817.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 361,817.00
5. Retainage	
a. <u>0%</u> X <u>\$ 361,817.00</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)	\$ 361,817.00
7. Less previous payments (Line 6 from prior application)	\$ 323,565.01
8. Amount due this application	\$ 38,251.99
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ -

Contractor's Certification

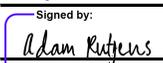
The undersigned Contractor certifies, to the best of its knowledge, the following:

(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: Rutjens Construction, Inc.

Signature:  **Date:** 12/3/2025

<p>Recommended by Engineer</p> <p>By: <u></u></p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>12/3/2025</u></p>	<p>Approved by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>Approved by Funding Agency</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	

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.: 231471.00
Contractor: Rutjens Construction, Inc.	Contractor's Project No.: _____
Project: 2025 Water Main Improvements: North 7th Street from J Street to O Street	
Contract: 2025 Water Main Improvements: North 7th Street from J Street to O Street	

Application No.: 2 & Final **Application Period:** From 11/01/25 to 11/12/25 **Application Date:** 11/18/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information			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) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work					Value of Work Completed to Date (E X G) (\$)
Original Contract											
1	Mobilization	1	LS	17,000.00	17,000.00	1.00	17,000.00		17,000.00	100%	-
2	Bonding and Insurance	1	LS	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-
3	8" PVC Water Main, DR 18, RJ, Directionally Bored	1,808	LF	82.00	148,256.00	1,808.00	148,256.00		148,256.00	100%	-
4	8" PVC Water Main, DR 18	21	LF	70.00	1,470.00	21.00	1,470.00		1,470.00	100%	-
5	6" PVC Water Main, DR 18	18	LF	65.00	1,170.00	18.00	1,170.00		1,170.00	100%	-
6	4" PVC Water Main, DR 18	7	LF	65.00	455.00	7.00	455.00		455.00	100%	-
7	8" Gate Valve and Box, MJ	14	EA	2,515.00	35,210.00	14.00	35,210.00		35,210.00	100%	-
8	8" Cross, MJ	4	EA	1,104.00	4,416.00	4.00	4,416.00		4,416.00	100%	-
9	8" x 6" x 8" Tee, MJ	4	EA	885.00	3,540.00	4.00	3,540.00		3,540.00	100%	-
10	6" 90° Bend, MJ	2	EA	515.00	1,030.00	2.00	1,030.00		1,030.00	100%	-
11	4" 90° Bend, MJ	6	EA	495.00	2,970.00	6.00	2,970.00		2,970.00	100%	-
12	8" 45° Bend, MJ	2	EA	613.00	1,226.00	2.00	1,226.00		1,226.00	100%	-
13	10" x 8" Reducer, MJ	1	EA	687.00	687.00	1.00	687.00		687.00	100%	-
14	8" x 6" Reducer, MJ	1	EA	518.00	518.00	1.00	518.00		518.00	100%	-
15	8" x 4" Reducer, MJ	4	EA	505.00	2,020.00	4.00	2,020.00		2,020.00	100%	-
16	8" Plug, MJ	3	EA	300.00	900.00	3.00	900.00		900.00	100%	-
17	Connect to Existing Water Main	7	EA	1,121.00	7,847.00	7.00	7,847.00		7,847.00	100%	-
18	8" x 1" Saddle	36	EA	230.00	8,280.00	36.00	8,280.00		8,280.00	100%	-
19	1" Corporation Stop	36	EA	250.00	9,000.00	36.00	9,000.00		9,000.00	100%	-
20	1" Curb Stop	31	EA	300.00	9,300.00	31.00	9,300.00		9,300.00	100%	-
21	1" Curb Stop Box (Install Only)	31	EA	175.00	5,425.00	31.00	5,425.00		5,425.00	100%	-
22	1" Curb Stop and Box	5	EA	355.00	1,775.00	5.00	1,775.00		1,775.00	100%	-
23	1" PE Water Service (SDR 9)	1,296	EA	20.00	25,920.00	1,296.00	25,920.00		25,920.00	100%	-
24	Bore Water Service Line	420	LF	26.00	10,920.00	420.00	10,920.00		10,920.00	100%	-
25	Connect to Existing Water Service	36	EA	175.00	6,300.00	36.00	6,300.00		6,300.00	100%	-
26	Remove Pavement	110	SY	13.00	1,430.00	110.00	1,430.00		1,430.00	100%	-
27	7" Concrete Pavement	110	SY	89.00	9,790.00	110.00	9,790.00		9,790.00	100%	-
28	Remove driveway	75	SY	13.00	975.00	75.00	975.00		975.00	100%	-
29	5" Concrete Driveway	75	SY	87.00	6,525.00	75.00	6,525.00		6,525.00	100%	-
30	Remove Concrete Sidewalk	1,300	SF	2.00	2,600.00	1,300.00	2,600.00		2,600.00	100%	-
31	4" Concrete Sidewalk	1,300	SF	8.00	10,400.00	1,300.00	10,400.00		10,400.00	100%	-
32	Water Main Removals and Abandonments	1	LS	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
33	Temporary Traffic Control Measures	1	LS	1,215.00	1,215.00	1.00	1,215.00		1,215.00	100%	-
Group B - Fire Hydrants											
1	6" Fire Hydrant Assembly	4	EA	9,874.00	\$ 39,496.00	4.00	39,496.00		39,496.00	100%	\$ -
Original Contract Totals					\$ 380,566.00		380,566.00	\$ -	\$ 380,566.00	100%	\$ -

CHANGE ORDER NO.: 1

Owner: **City of David City, NE** Owner's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **231471.00**
 Contractor: **Rutjens Construction Inc.** Contractor's Project No.:
 Project: **2025 Water Main Improvements: North 7th Street from J Street to O Street**
 Contract Name: **2025 Water Main Improvements: North 7th Street from J Street to O Street**
 Date Issued: **11/18/2025** Effective Date of Change Order: **11/18/2025**

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

Description:

Adjustment of final quantities installed for the 7th Street Water Main Project.

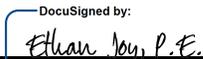
Attachments:

None.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>380,566.00</u>	Original Contract Times: Substantial Completion: <u>November 30, 2025</u> Ready for final payment: <u>December 31, 2025</u>
Net change from previously approved Change Orders: \$ <u>0.00</u>	Net change from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price prior to this Change Order: \$ <u>380,566.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 30, 2025</u> Ready for final payment: <u>December 31, 2025</u>
Net change for this Change Order: \$ <u>(18,749.00)</u>	Net change for this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price incorporating this Change Order: \$ <u>361,817.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 30, 2025</u> Ready for final payment: <u>December 31, 2025</u>

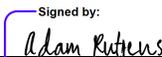
Recommended by Engineer (if required)

Authorized by Owner

By: 
DocuSigned by: B659CABF585D4C4...
 Title: Project Manager
 Date: 12/3/2025

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: 
Signed by: 18075B07EB77475...
 Title: Vice President
 Date: 12/3/2025

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **City of David City** Owner's Project No.:

Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **221276.00**

Contractor: **Rutjens Construction, Inc.** Contractor's Project No.:

Project: **2025 Water Main Improvements; North 7th Street From J Street to O Street**

Contract Name: **2025 Water Main Improvements; North 7th Street From J Street to O Street**

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

All Groups

Date of Substantial Completion: **11.03.2025**

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:

Amendments to Contractor's Responsibilities: None As follows:

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

Punchlist

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: <small>DocuSigned by:</small> <u>Ethan Joy, P.E.</u> <small>(Authorized signature)</small>	By: _____	By: <small>Signed by:</small> <u>Adam Rutjens</u> <small>(Authorized Signature)</small>	By: _____
Title: <u>Project Manager</u>	Title: _____	Title: <u>Vice President</u>	Title: _____
Date: <u>12/3/2025</u>	Date: _____	Date: <u>12/3/2025</u>	Date: _____



7th Street Water Main Punch List Document – Final Completion

DATE | 11/3/2025
PROJECT | 7th Street Water Main
JEO PROJECT NO. | 231471.00
LOCATION | David City, NE
OWNER | City of David City, NE
CONTRACTOR | Rutjens Construction

General Punch List Items:

- ~~1) All hydrants to have at least 1" clearance from final grade~~
- ~~2) All gate valves in pavement to be flush with final grade~~
- ~~3) All curb stops to be flush with final grade~~
- ~~4) Complete tracer wire testing~~
- ~~5) Removal and replacement of sidewalks at J and 7th St intersection~~
- ~~6) Replace demolish mailbox at 1041 7th St~~
- ~~7) Abandon 2" main at O St~~
- ~~8) Complete fine grading in preparation for seeding~~
- ~~9) Get all subgrade under pavement tested~~
- ~~10) Pour removed pavement in all necessary areas—include rebar dowels into existing~~
- ~~11) Remove existing hydrants~~
- ~~12) Install storz connections on hydrants~~

Punch List Items Completed:

Brady Benson

ENGINEER

11/12/25

Date

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>231471.00</u>
Contractor: <u>Rutjens Construction, Inc.</u>	Contractor's Project No.: _____
Project: <u>2025 Water Main Improvements: North 7th Street from J Street to O Street</u>	
Contract: <u>2025 Water Main Improvements: North 7th Street from J Street to O Street</u>	
Application No.: <u>2 & Final</u>	Application Date: <u>11/18/2025</u>
Application Period: From <u>11/1/2025</u> to <u>11/12/2025</u>	

1. Original Contract Price		\$ 380,566.00
2. Net change by Change Orders		\$ (18,749.00)
3. Current Contract Price (Line 1 + Line 2)		\$ 361,817.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$ 361,817.00
5. Retainage		
a. <u>0%</u> X <u>\$ 361,817.00</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)		\$ 361,817.00
7. Less previous payments (Line 6 from prior application)		\$ 323,565.01
8. Amount due this application		\$ 38,251.99
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$ -

Contractor's Certification

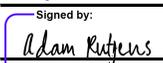
The undersigned Contractor certifies, to the best of its knowledge, the following:

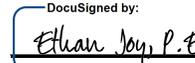
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(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: Rutjens Construction, Inc.

Signature:  **Date:** 12/3/2025

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>12/3/2025</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	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.: 231471.00
Contractor: Rutjens Construction, Inc.	Contractor's Project No.: _____
Project: 2025 Water Main Improvements: North 7th Street from J Street to O Street	
Contract: 2025 Water Main Improvements: North 7th Street from J Street to O Street	

Application No.: 2 & Final **Application Period:** From 11/01/25 to 11/12/25 **Application Date:** 11/18/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information			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) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	Mobilization	1	LS	17,000.00	17,000.00	1.00	17,000.00		17,000.00	100%	-
2	Bonding and Insurance	1	LS	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-
3	8" PVC Water Main, DR 18, RJ, Directionally Bored	1,808	LF	82.00	148,256.00	1,808.00	148,256.00		148,256.00	100%	-
4	8" PVC Water Main, DR 18	21	LF	70.00	1,470.00	21.00	1,470.00		1,470.00	100%	-
5	6" PVC Water Main, DR 18	18	LF	65.00	1,170.00	18.00	1,170.00		1,170.00	100%	-
6	4" PVC Water Main, DR 18	7	LF	65.00	455.00	7.00	455.00		455.00	100%	-
7	8" Gate Valve and Box, MJ	14	EA	2,515.00	35,210.00	14.00	35,210.00		35,210.00	100%	-
8	8" Cross, MJ	4	EA	1,104.00	4,416.00	4.00	4,416.00		4,416.00	100%	-
9	8" x 6" x 8" Tee, MJ	4	EA	885.00	3,540.00	4.00	3,540.00		3,540.00	100%	-
10	6" 90° Bend, MJ	2	EA	515.00	1,030.00	2.00	1,030.00		1,030.00	100%	-
11	4" 90° Bend, MJ	6	EA	495.00	2,970.00	6.00	2,970.00		2,970.00	100%	-
12	8" 45° Bend, MJ	2	EA	613.00	1,226.00	2.00	1,226.00		1,226.00	100%	-
13	10" x 8" Reducer, MJ	1	EA	687.00	687.00	1.00	687.00		687.00	100%	-
14	8" x 6" Reducer, MJ	1	EA	518.00	518.00	1.00	518.00		518.00	100%	-
15	8" x 4" Reducer, MJ	4	EA	505.00	2,020.00	4.00	2,020.00		2,020.00	100%	-
16	8" Plug, MJ	3	EA	300.00	900.00	3.00	900.00		900.00	100%	-
17	Connect to Existing Water Main	7	EA	1,121.00	7,847.00	7.00	7,847.00		7,847.00	100%	-
18	8" x 1" Saddle	36	EA	230.00	8,280.00	36.00	8,280.00		8,280.00	100%	-
19	1" Corporation Stop	36	EA	250.00	9,000.00	36.00	9,000.00		9,000.00	100%	-
20	1" Curb Stop	31	EA	300.00	9,300.00	31.00	9,300.00		9,300.00	100%	-
21	1" Curb Stop Box (Install Only)	31	EA	175.00	5,425.00	31.00	5,425.00		5,425.00	100%	-
22	1" Curb Stop and Box	5	EA	355.00	1,775.00	5.00	1,775.00		1,775.00	100%	-
23	1" PE Water Service (SDR 9)	1,296	EA	20.00	25,920.00	1,296.00	25,920.00		25,920.00	100%	-
24	Bore Water Service Line	420	LF	26.00	10,920.00	420.00	10,920.00		10,920.00	100%	-
25	Connect to Existing Water Service	36	EA	175.00	6,300.00	36.00	6,300.00		6,300.00	100%	-
26	Remove Pavement	110	SY	13.00	1,430.00	110.00	1,430.00		1,430.00	100%	-
27	7" Concrete Pavement	110	SY	89.00	9,790.00	110.00	9,790.00		9,790.00	100%	-
28	Remove driveway	75	SY	13.00	975.00	75.00	975.00		975.00	100%	-
29	5" Concrete Driveway	75	SY	87.00	6,525.00	75.00	6,525.00		6,525.00	100%	-
30	Remove Concrete Sidewalk	1,300	SF	2.00	2,600.00	1,300.00	2,600.00		2,600.00	100%	-
31	4" Concrete Sidewalk	1,300	SF	8.00	10,400.00	1,300.00	10,400.00		10,400.00	100%	-
32	Water Main Removals and Abandonments	1	LS	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
33	Temporary Traffic Control Measures	1	LS	1,215.00	1,215.00	1.00	1,215.00		1,215.00	100%	-
Group B - Fire Hydrants											
1	6" Fire Hydrant Assembly	4	EA	9,874.00	39,496.00	4.00	39,496.00		39,496.00	100%	-
Original Contract Totals					\$ 380,566.00		380,566.00	\$ -	\$ 380,566.00	100%	\$ -

CHANGE ORDER NO.: 1

Owner: **City of David City, NE** Owner's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **231471.00**
 Contractor: **Rutjens Construction Inc.** Contractor's Project No.:
 Project: **2025 Water Main Improvements: North 7th Street from J Street to O Street**
 Contract Name: **2025 Water Main Improvements: North 7th Street from J Street to O Street**
 Date Issued: **11/18/2025** Effective Date of Change Order: **11/18/2025**

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

Description:

Adjustment of final quantities installed for the 7th Street Water Main Project.

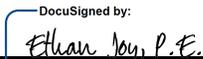
Attachments:

None.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>380,566.00</u>	Original Contract Times: Substantial Completion: <u>November 30, 2025</u> Ready for final payment: <u>December 31, 2025</u>
Net change from previously approved Change Orders: \$ <u>0.00</u>	Net change from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price prior to this Change Order: \$ <u>380,566.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 30, 2025</u> Ready for final payment: <u>December 31, 2025</u>
Net change for this Change Order: \$ <u>(18,749.00)</u>	Net change for this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price incorporating this Change Order: \$ <u>361,817.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 30, 2025</u> Ready for final payment: <u>December 31, 2025</u>

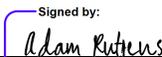
Recommended by Engineer (if required)

Authorized by Owner

By: 
DocuSigned by: B659CABF585D4C4...
 Title: Project Manager
 Date: 12/3/2025

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: 
Signed by: 18075B07EB77475...
 Title: Vice President
 Date: 12/3/2025

Change Order Estimate - Unit Price Work

JEO Project Name: 2025 Water Main Improvements: North 7th Str	JEO Project Number: 231471.00
Owner: City of David City, NE	Change Order Number: 1
Contractor: Rutjens Construction Inc.	Effective Date: November 18, 2025

Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
3	8" PVC, Bored Pipe Deduct	6	LF	(\$82.00)	(\$492.00)
11	Additional 4" 90° Bends	2	EA	\$495.00	\$990.00
13	Elimination of 10"x 8" Reducer	1	EA	(\$687.00)	(\$687.00)
18	8" x 1" Saddle Deduct	2	EA	(\$230.00)	(\$460.00)
19	1" Corporation Stop Deduct	2	EA	(\$250.00)	(\$500.00)
20	1" Curb Stop Deduct	31	EA	(\$300.00)	(\$9,300.00)
21	1" Curb Stop Box (Install Only) Deduct	31	EA	(\$175.00)	(\$5,425.00)
22	Additional Curb Stop and Boxes	29	EA	\$355.00	\$10,295.00
23	Additional 1" PE Water Services (SDR 9)	10	LF	\$20.00	\$200.00
25	Connect to Existing Water Service Deduct	2	EA	(\$175.00)	(\$350.00)
26	Remove Pavement Deduct	20	SY	(\$13.00)	(\$260.00)
27	7" Concrete Pavement Deduct	20	SY	(\$89.00)	(\$1,780.00)
28	Remove Driveway Deduct	20	SY	(\$13.00)	(\$260.00)
29	5" Concrete Driveway Deduct	20	SY	(\$87.00)	(\$1,740.00)
30	Remove Concrete Sidewalk Deduct	898	SF	(\$2.00)	(\$1,796.00)
31	4" Concrete Sidewalk Deduct	898	SF	(\$8.00)	(\$7,184.00)
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total:					(\$18,749.00)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **City of David City** Owner's Project No.:

Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **221276.00**

Contractor: **Rutjens Construction, Inc.** Contractor's Project No.:

Project: **2025 Water Main Improvements; North 7th Street From J Street to O Street**

Contract Name: **2025 Water Main Improvements; North 7th Street From J Street to O Street**

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

All Groups

Date of Substantial Completion: **11.03.2025**

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:

Amendments to Contractor's Responsibilities: None As follows:

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

Punchlist

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: <small>DocuSigned by:</small> <u>Ethan Joy, P.E.</u> <small>(Authorized signature)</small>	By: _____	By: <small>Signed by:</small> <u>Adam Rutjens</u> <small>(Authorized Signature)</small>	By: _____
Title: <u>Project Manager</u>	Title: _____	Title: <u>Vice President</u>	Title: _____
Date: <u>12/3/2025</u>	Date: _____	Date: <u>12/3/2025</u>	Date: _____



7th Street Water Main Punch List Document – Final Completion

DATE | 11/3/2025

PROJECT | 7th Street Water Main

JEO PROJECT NO. | 231471.00

LOCATION | David City, NE

OWNER | City of David City, NE

CONTRACTOR | Rutjens Construction

General Punch List Items:

- 1) ~~All hydrants to have at least 1" clearance from final grade~~
- 2) ~~All gate valves in pavement to be flush with final grade~~
- 3) ~~All curb stops to be flush with final grade~~
- 4) ~~Complete tracer wire testing~~
- 5) ~~Removal and replacement of sidewalks at J and 7th St intersection~~
- 6) ~~Replace demolish mailbox at 1041 7th St~~
- 7) ~~Abandon 2" main at O St~~
- 8) ~~Complete fine grading in preparation for seeding~~
- 9) ~~Get all subgrade under pavement tested~~
- 10) ~~Pour removed pavement in all necessary areas—include rebar dowels into existing~~
- 11) ~~Remove existing hydrants~~
- 12) ~~Install storz connections on hydrants~~

Punch List Items Completed:

Brady Benson

ENGINEER

11/12/25

Date

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>231471.00</u>
Contractor: <u>Rutjens Construction, Inc.</u>	Contractor's Project No.: _____
Project: <u>2025 Water Main Improvements: North 7th Street from J Street to O Street</u>	
Contract: <u>2025 Water Main Improvements: North 7th Street from J Street to O Street</u>	
Application No.: <u>2 & Final</u>	Application Date: <u>11/18/2025</u>
Application Period: From <u>11/1/2025</u> to <u>11/12/2025</u>	

1. Original Contract Price		\$ 380,566.00
2. Net change by Change Orders		\$ (18,749.00)
3. Current Contract Price (Line 1 + Line 2)		\$ 361,817.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$ 361,817.00
5. Retainage		
a. <u>0%</u> X <u>\$ 361,817.00</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)		\$ 361,817.00
7. Less previous payments (Line 6 from prior application)		\$ 323,565.01
8. Amount due this application		\$ 38,251.99
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$ -

Contractor's Certification

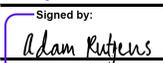
The undersigned Contractor certifies, to the best of its knowledge, the following:

(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: Rutjens Construction, Inc.

Signature:  **Date:** 12/3/2025

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>12/3/2025</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	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.: 231471.00
Contractor: Rutjens Construction, Inc.	Contractor's Project No.:
Project: 2025 Water Main Improvements: North 7th Street from J Street to O Street	
Contract: 2025 Water Main Improvements: North 7th Street from J Street to O Street	

Application No.: 2 & Final **Application Period:** From 11/01/25 to 11/12/25 **Application Date:** 11/18/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Contract Information		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) (\$)
			Units	Unit Price (\$)		Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	Mobilization	1	LS	17,000.00	17,000.00	1.00	17,000.00		17,000.00	100%	-
2	Bonding and Insurance	1	LS	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-
3	8" PVC Water Main, DR 18, RJ, Directionally Bored	1,808	LF	82.00	148,256.00	1,808.00	148,256.00		148,256.00	100%	-
4	8" PVC Water Main, DR 18	21	LF	70.00	1,470.00	21.00	1,470.00		1,470.00	100%	-
5	6" PVC Water Main, DR 18	18	LF	65.00	1,170.00	18.00	1,170.00		1,170.00	100%	-
6	4" PVC Water Main, DR 18	7	LF	65.00	455.00	7.00	455.00		455.00	100%	-
7	8" Gate Valve and Box, MJ	14	EA	2,515.00	35,210.00	14.00	35,210.00		35,210.00	100%	-
8	8" Cross, MJ	4	EA	1,104.00	4,416.00	4.00	4,416.00		4,416.00	100%	-
9	8" x 6" x 8" Tee, MJ	4	EA	885.00	3,540.00	4.00	3,540.00		3,540.00	100%	-
10	6" 90° Bend, MJ	2	EA	515.00	1,030.00	2.00	1,030.00		1,030.00	100%	-
11	4" 90° Bend, MJ	6	EA	495.00	2,970.00	6.00	2,970.00		2,970.00	100%	-
12	8" 45° Bend, MJ	2	EA	613.00	1,226.00	2.00	1,226.00		1,226.00	100%	-
13	10" x 8" Reducer, MJ	1	EA	687.00	687.00	1.00	687.00		687.00	100%	-
14	8" x 6" Reducer, MJ	1	EA	518.00	518.00	1.00	518.00		518.00	100%	-
15	8" x 4" Reducer, MJ	4	EA	505.00	2,020.00	4.00	2,020.00		2,020.00	100%	-
16	8" Plug, MJ	3	EA	300.00	900.00	3.00	900.00		900.00	100%	-
17	Connect to Existing Water Main	7	EA	1,121.00	7,847.00	7.00	7,847.00		7,847.00	100%	-
18	8" x 1" Saddle	36	EA	230.00	8,280.00	36.00	8,280.00		8,280.00	100%	-
19	1" Corporation Stop	36	EA	250.00	9,000.00	36.00	9,000.00		9,000.00	100%	-
20	1" Curb Stop	31	EA	300.00	9,300.00	31.00	9,300.00		9,300.00	100%	-
21	1" Curb Stop Box (Install Only)	31	EA	175.00	5,425.00	31.00	5,425.00		5,425.00	100%	-
22	1" Curb Stop and Box	5	EA	355.00	1,775.00	5.00	1,775.00		1,775.00	100%	-
23	1" PE Water Service (SDR 9)	1,296	EA	20.00	25,920.00	1,296.00	25,920.00		25,920.00	100%	-
24	Bore Water Service Line	420	LF	26.00	10,920.00	420.00	10,920.00		10,920.00	100%	-
25	Connect to Existing Water Service	36	EA	175.00	6,300.00	36.00	6,300.00		6,300.00	100%	-
26	Remove Pavement	110	SY	13.00	1,430.00	110.00	1,430.00		1,430.00	100%	-
27	7" Concrete Pavement	110	SY	89.00	9,790.00	110.00	9,790.00		9,790.00	100%	-
28	Remove driveway	75	SY	13.00	975.00	75.00	975.00		975.00	100%	-
29	5" Concrete Driveway	75	SY	87.00	6,525.00	75.00	6,525.00		6,525.00	100%	-
30	Remove Concrete Sidewalk	1,300	SF	2.00	2,600.00	1,300.00	2,600.00		2,600.00	100%	-
31	4" Concrete Sidewalk	1,300	SF	8.00	10,400.00	1,300.00	10,400.00		10,400.00	100%	-
32	Water Main Removals and Abandonments	1	LS	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
33	Temporary Traffic Control Measures	1	LS	1,215.00	1,215.00	1.00	1,215.00		1,215.00	100%	-
Group B - Fire Hydrants											
1	6" Fire Hydrant Assembly	4	EA	9,874.00	\$ 39,496.00	4.00	39,496.00		39,496.00	100%	\$ -
Original Contract Totals					\$ 380,566.00		380,566.00	\$ -	\$ 380,566.00	100%	\$ -

Progress Estimate - Unit Price Work

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>231471.00</u>
Contractor: <u>Rutjens Construction, Inc.</u>	Contractor's Project No.: _____
Project: <u>2025 Water Main Improvements: North 7th Street from J Street to O Street</u>	
Contract: <u>2025 Water Main Improvements: North 7th Street from J Street to O Street</u>	

Application No.: 2 & Final Application Period: From 11/01/25 to 11/12/25 Application Date: 11/18/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				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) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
CO-1	Misc	1	LS	(18,749.00)	(18,749.00)	1.00	(18,749.00)		(18,749.00)	100%	-
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Change Order Totals					\$ (18,749.00)		\$ (18,749.00)	\$ -	\$ (18,749.00)	100%	\$ -
Original Contract and Change Orders											
Project Totals					\$ 361,817.00		\$ 361,817.00	\$ -	\$ 361,817.00	100%	\$ -

CHANGE ORDER NO.: 1

Owner: **City of David City, NE** Owner's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **231471.00**
 Contractor: **Rutjens Construction Inc.** Contractor's Project No.:
 Project: **2025 Water Main Improvements: North 7th Street from J Street to O Street**
 Contract Name: **2025 Water Main Improvements: North 7th Street from J Street to O Street**
 Date Issued: **11/18/2025** Effective Date of Change Order: **11/18/2025**

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

Description:

Adjustment of final quantities installed for the 7th Street Water Main Project.

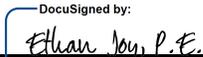
Attachments:

None.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>380,566.00</u>	Original Contract Times: Substantial Completion: <u>November 30, 2025</u> Ready for final payment: <u>December 31, 2025</u>
Net change from previously approved Change Orders: \$ <u>0.00</u>	Net change from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price prior to this Change Order: \$ <u>380,566.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 30, 2025</u> Ready for final payment: <u>December 31, 2025</u>
Net change for this Change Order: \$ <u>(18,749.00)</u>	Net change for this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price incorporating this Change Order: \$ <u>361,817.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 30, 2025</u> Ready for final payment: <u>December 31, 2025</u>

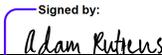
Recommended by Engineer (if required)

Authorized by Owner

By: 
DocuSigned by: B659CABF585D4C4...
 Title: Project Manager
 Date: 12/3/2025

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: 
Signed by: 18075B07EB77475...
 Title: Vice President
 Date: 12/3/2025

CERTIFICATE OF COMPLETION

**SOUTH AREA SEWER REHABILITATION
DAVID CITY, NEBRASKA**

Veenstra & Kimm, Inc. hereby certifies that we have made an on-site review of the completed construction of the South Area Sewer Rehabilitation project under the Contract as performed by Municipal Pipe Tool Company, LLC. of Hudson, Iowa and the date of completion is hereby established as December 8, 2025.

As Engineers for the project, it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is \$632,682.73.

Filed by: **VEENSTRA & KIMM, INC.**

Accepted by: **CITY OF DAVID CITY**

By *Randy Johnson*

By _____

Title Project Engineer

Title Mayor

Date Certificate Filed:

Date Accepted:

 12/9/2025



VEENSTRA & KIMM INC.

6775 Vista Drive
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

December 9, 2025

Lori Matchett
Deputy City Clerk
City of David City
1220 E Street
David City, NE 68632

CITY OF DAVID CITY, NEBRASKA
SOUTH AREA SEWER REHABILITATION
PARTIAL PAYMENT NO. 10 (FINAL)
CERTIFICATE OF COMPLETION

Enclosed are three copies of Partial Payment No. 10 (Final) for work completed on the South Area Sewer Rehabilitation project for the period October 4, 2025, to December 8, 2025, under the contract between the City of David City and Municipal Pipe Tool Company dated December 9, 2025. We have checked the pay request and recommend payment to Municipal Pipe Tool Company in the amount of \$11,407.27.

The original contract amount for the project was \$667,383.15. The final contract amount for the project is \$632,682.73 or \$34,700.40 below the original contract amount.

Upon approval of Partial Payment No. 10 (Final), please sign all copies of Partial Payment No. 10 (Final) in the space provided. Return one executed copy of the pay request to our office and one executed copy to Municipal Pipe Tool Company with payment.

Also enclosed are three copies of the Certificate of Completion for the project. Upon final acceptance of the project by the City Council, please execute each copy of the Certificate of Completion in the space provided. Return one executed copy to our office and one copy to Municipal Pipe Tool Company. The final retainage amount of \$63,268.27 should be paid 30 days after final acceptance of the project.

If you have any questions or comments, please contact us at 515-225-8000

VEENSTRA & KIMM, INC.

Randy Johnson, P.E.
6476
Enclosures



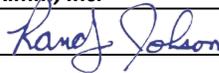
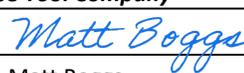
A Kleinfelder Company

VEENSTRA & KIMM INC.

6775 Vista Drive
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

ESTIMATE OF CONSTRUCTION COMPLETED							
PARTIAL PAYMENT NO. 10 (FINAL)							
PROJECT TITLE: South Area Sewer Rehabilitation							
Contractor: Municipal Pipe Tool Company				Date: December 9, 2025			
Original Contract Amount:				\$667,383.15			
Pay Period: October 4, 2025 to December 8, 2025							
BID ITEMS							
ITEM NO.	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE		
1.1	Mobilization	LS	1.00	1.10	1.10	\$39,917.50	\$43,909.25
1.2	Traffic Control	LS	1.00	1.00	1.00	\$8,912.40	\$8,912.40
1.3	Surface Restoration	LS	1.00	1.00	1.00	\$8,610.00	\$8,610.00
1.4	PCC Pavement	SY	100.00	100.00	56.22	\$100.80	\$5,666.98
1.5	HMA Pavement	SY	100.00	36.00	0.00	\$100.80	\$0.00
1.6	PCC Sidewalk	SY	100.00	100.00	0.00	\$94.50	\$0.00
1.7	Remove and Replace 8" Sewer	LF	110.00	110.00	131.00	\$47.25	\$6,189.75
1.8	8" Sanitary Sewer Televising	LF	4,165.00	3,924.30	3,833.70	\$1.00	\$3,833.70
1.9	8" Sanitary Sewer Cleaning	LF	4,165.00	3,924.30	3,833.70	\$2.00	\$7,667.40
1.10	8" Sanitary Sewer Cured-in-Place Pipe	LF	4,165.00	3,924.30	3,833.70	\$34.00	\$130,345.80
1.11	10" Sanitary Sewer Televising	LF	2,395.00	2,806.90	2,785.40	\$1.00	\$2,785.40
1.12	10" Sanitary Sewer Cleaning	LF	2,395.00	2,806.90	2,785.40	\$2.00	\$5,570.80
1.13	10" Sanitary Sewer Cured-in-Place Pipe	LF	2,395.00	2,386.90	2,363.60	\$39.00	\$92,180.40
1.14	12" Sanitary Sewer Televising	LF	2,685.00	2,636.40	2,631.80	\$1.00	\$2,631.80
1.15	12" Sanitary Sewer Cleaning	LF	2,685.00	2,636.40	2,631.80	\$3.00	\$7,895.40
1.16	12" Sanitary Sewer Cured-in-Place Pipe	LF	2,685.00	1,358.40	1,402.20	\$42.00	\$58,892.40
1.17	18" Sanitary Sewer Televising	LF	1,013.00	617.30	613.10	\$1.00	\$613.10
1.18	18" Sanitary Sewer Cleaning	LF	1,013.00	617.30	613.10	\$4.00	\$2,452.40
1.20	18" Sanitary Sewer Cured-in-Place Pipe	LF	1,013.00	617.30	613.10	\$74.00	\$45,369.40
1.21	Point Repair No. 1	EA	1.00	0.00	0.00	\$3,528.00	\$0.00
1.22	Point Repair No. 2	EA	1.00	0.00	0.00	\$3,528.00	\$0.00
1.23	Point Repair No. 3	EA	1.00	0.00	0.00	\$3,528.00	\$0.00
1.24	Point Repair No. 4	EA	1.00	0.00	0.00	\$3,024.00	\$0.00
1.25	Point Repair No. 5	EA	1.00	1.00	1.00	\$3,391.50	\$3,391.50
1.26	Point Repair No. 6	EA	1.00	0.00	0.00	\$10,185.00	\$0.00
1.27	Point Repair No. 7	EA	1.00	0.00	0.00	\$12,731.25	\$0.00
1.28	Point Repair No. 8	EA	1.00	0.00	0.00	\$3,024.00	\$0.00
1.29	Point Repair No. 9	EA	1.00	0.00	0.00	\$3,024.00	\$0.00
1.30	Heavy Cleaning / Root Cutting	LF	2,696.00	2,696.00	1,154.00	\$5.00	\$5,770.00
1.31	Reinstate Service Connection	EA	103.00	90.00	98.00	\$90.00	\$8,820.00
1.32	Grout Service Connection	EA	103.00	72.00	101.00	\$450.00	\$45,450.00
1.33	Trim Protruding Service, Clay or PVC	EA	5.00	5.00	2.00	\$368.00	\$736.00
CO1 1.33	Manhole, 48" Dia	EA	0.00	1.00	1.00	\$14,610.00	\$14,610.00
CO1 2.1	PCC Pavement	SY	0.00	50.00	126.00	\$100.80	\$12,700.80
CO1 2.2	Hot Mix Asphalt	SY	0.00	125.00	0.00	\$117.60	\$0.00
CO1 2.3	8" Sanitary Sewer Televising	LF	0.00	923.00	936.00	\$1.00	\$936.00
CO1 2.4	8" Sanitary Sewer Cleaning	LF	0.00	923.00	936.00	\$2.00	\$1,872.00
CO1 2.5	8" Sanitary Sewer Cured-in-Place Pipe	LF	0.00	923.00	936.00	\$36.00	\$33,696.00
CO1 2.6	Point Repair No. 10	EA	0.00	1.00	1.00	\$8,531.25	\$8,531.25
CO1 2.7	Point Repair No. 11	EA	0.00	0.00	0.00	\$8,531.25	\$0.00
CO1 2.8	Point Repair No. 12	EA	0.00	0.00	0.00	\$8,531.25	\$0.00
CO1 2.9	Heavy Cleaning / Root Cutting	LF	0.00	488.00	0.00	\$5.00	\$0.00
CO1 2.10	Reinstate Service Connection	EA	0.00	21.00	16.00	\$90.00	\$1,440.00
CO1 2.11	Grout Service Connection	EA	0.00	21.00	12.00	\$500.00	\$6,000.00
CO1 2.12	Trim Protruding Service, Clay or PVC	EA	0.00	2.00	0.00	\$368.00	\$0.00
CO2 1.35	Compaction and PCC Testing	LS	0.00	1.00	1.00	\$2,000.00	\$2,000.00
CO2 2.13	Point Repair No. 11 Add Manhole	EA	0.00	1.00	1.00	\$17,275.50	\$17,275.50
CO2 2.14	Point Repair No. 12 Add Manhole	EA	0.00	1.00	1.00	\$19,195.00	\$19,195.00
CO3 3.01	Chain Link Fence	LF	0.00	0.00	0.00	\$37.90	\$0.00
CO4 4.01	Chain Link Fence, Full Replacement	LF	0.00	610.00	610.00	\$27.43	\$16,732.30
Total Value Completed - Bid Items							\$632,682.73

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$667,383.15	\$632,682.73
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1	Add and remove base bid item and Add Alternate 1 quantities. Item changes included in bid items.	-\$11,667.70	\$0.00
2	Remove and add bid items. Item changes included in bid items 1.13, 1.35, 2.7, 2.8, 2.13 and 2.14	\$5,028.00	\$0.00
3	Remove Point Repairs 7 and 8. Add partial replacement of chain link fence. Item changes included in bid items	-\$7,985.75	\$0.00
4	Remove partial replacement of chain link fence. Add full replacement of chain link fence at lower unit price. Item changes included in bid items	\$8,962.80	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
Total Change Orders		-\$5,662.65	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$661,720.50	\$632,682.73
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$632,682.73
Retainage (10%)			\$63,268.27
Total Earned Less Retainage			\$569,414.46
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	April 1, 2024 to April 26, 2024	\$45,845.59	
2	April 26, 2024 to July 30, 2024	\$216,338.13	
3	July 31, 2024 to August 11, 2024	\$17,543.70	
4	August 12, 2024 to September 24, 2024	\$11,281.95	
5	September 25, 2024 to December 2, 2024	\$9,855.64	
6	December 3, 2024 to December 18, 2024	\$774.90	
7	December 19, 2024 to May 21, 2025	\$55,759.55	
8	May 22, 2025 to July 24, 2025	\$185,548.66	
9	July 25, 2025 to October 3, 2025	\$15,059.07	
10		\$0.00	
Total Previously Approved			\$558,007.19
Amount Due This Request			\$11,407.27
<p>Note: The amount \$11,407.27 is recommended for approval for payment in accordance with the terms of the Contract.</p> <p>Note: The amount \$63,268.27 (retainage) is recommended for approval for payment 30 days after final acceptance.</p>			
CONTRACT SUMMARY			
ORIGINAL CONTRACT AMOUNT		\$667,383.15	
FINAL CONTRACT AMOUNT		\$632,682.73	
THIS PARTIAL PAYMENT		\$11,407.27	
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT		\$569,414.46	
FINAL RETAINAGE - TO BE PAID 30 DAYS AFTER FINAL ACCEPTANCE		\$63,268.27	
PERCENT COMPLETE		100.0%	
Recommended By: Veenstra & Kimm, Inc.		Contractor: Municipal Pipe Tool Company	
Approved: City of David City			
Signature		Signature	
Name	Randy Johnson	Name	Matt Boggs
Title	Project Engineer	Title	Project Manager
Date	12.9.25	Date	12/09/2025
		Signature	
		Name	Jessica Miller
		Title	Mayor
		Date	

ORDINANCE NO. 1522

AN ORDINANCE RELATING TO ELECTRIC SERVICE RATES AND MINIMUM CHARGES, TO PROVIDE NEW SCHEDULES OF ELECTRIC RATES, TO REPEAL ALL PARTS OF THE CODE, RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE WHEN THE ORDINANCE SHALL TAKE EFFECT; AND TO PROVIDE FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

Section 1. New Schedules. Relating to electric service and minimum charges, to provide a schedule of electric rates, minimum charges, and customer service charges; to distinguish residential rates, commercial rates, industrial rates, off-peak industrial rates, and irrigation rates; to set availability rating; to provide and establish the following tariff of rates to consumers of electric service from the electric distribution system of the City of David City, Nebraska.

A. Residential Service

Availability. To any residential customer in the established service area of David City.

Applicability. To single family residences and individually metered apartments for all domestic purposes when all service is supplied through a single meter. It is not applicable to residences where a commercial enterprise is conducted.

Character of Service. AC 60 Hertz, single phase 120 volt, 2 wire or 120/240 volts, 3 wire.

Rate. Subject to application of Production Cost Adjustment (PCA).

Rate Effective October 19, 2019

Customer Service Charge - \$18.00 per month (or partial month)

<u>Summer</u>	<u>Winter</u>	
\$0.1125	\$0.1100	First 500 kWh, per kWh
\$0.1000	\$0.0900	Next 500 kWh, per kWh
\$0.0950	\$0.0790	Excess, per kWh

Minimum Bill. The minimum bill shall be the sum of the Customer Charge.

B. Residential Summer Controls

Applicability. To residential consumers who have allowed the Utility Department to install, and operate, such devices as would be required to cycle central air conditioning units during periods of peak electrical demand and imposed upon the electrical system. Window air conditioning units, on a separate electric circuit, can be included in this rate.

Rate. Subject to application of Production Cost Adjustment (PCA).

Rate Effective October 19, 2019

Customer Service Charge - \$18.00 per month (or partial month)

<u>Summer</u>	<u>Winter</u>	
\$0.1125	\$0.1100	First 500 kWh, per kWh
\$0.0925	\$0.0900	Next 500 kWh, per kWh
\$0.0875	\$0.0790	Excess, per kWh

Minimum Bill. The minimum bill shall be the sum of the Customer Charge.

C. **Street Light / Alley Light Rentals**

Availability. To customers in the established service area of David City.

Applicability. To any residential or commercial customer who has an alley light or a *requested* street light that is not individually metered. It is not applicable to residences or businesses where the City has installed a street light for the City's convenience.

Rate. Subject to application of Production Cost Adjustment (PCA).

Rate Effective October 19, 2019

Customer Service Charge - \$6.64 per fixture per month (or partial month)

Some customers will share the cost of one fixture.

D. **Commercial Service**

Availability. To any non-residential customer in the established service area of David City.

Applicability. To any non-residential customer for lighting, heating and power purposes where the customer's billing demand does not exceed 35 kW or 10,000 kWh for three (3) consecutive months.

Character of Service. AC 60 Hertz, single phase or three phase at any of the City's standard voltages.

Rate. Subject to application of Production Cost Adjustment (PCA).

Single Phase Rate Effective October 19, 2019

Customer Service Charge - \$28.00 per month (or partial month)

<u>Summer</u>	<u>Winter</u>	
\$0.1200	\$0.1175	First 1,000 kWh, per kWh
\$0.0950	\$0.0925	Next 1,000 kWh, per kWh
\$0.0925	\$0.0800	Excess, per kWh

Three Phase Rate Effective October 19, 2019

Customer Service Charge - \$37.00 per month (or partial month)

<u>Summer</u>	<u>Winter</u>	
\$0.1200	\$0.1175 \$0.1200	First 1,000 kWh, per kWh
\$0.1075 \$0.0950	\$0.0925 \$0.0975	Next 1,000 kWh, per kWh
\$0.0975 \$0.0925	\$0.0800	Excess, per kWh

Minimum Bill. The minimum bill shall be the sum of the Customer Charge or \$2.20 per month per horsepower for the first 10 horsepower and \$1.26 per horsepower of connected load thereafter, whichever is the highest.

Power Factor Adjustment. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% leading or lagging at all times. If it is determined by test or metering that the power factor at the time of the customer's peak load is less than 90%, the Utility Department, at its option, may correct the power factor of the customer's load at the expense of the customer.

E. Industrial Service

Availability. To any non-residential customer in the established service area of David City.

Applicability. To any customer whose monthly consumption equals or exceeds 10,000 kWh or whose monthly peak demand equals or exceeds 35 kW for three (3) consecutive months.

Character of Service. AC 60 Hertz, single phase or three phase at any of the City's standard voltages.

Rate. Subject to application of Production Cost Adjustment (PCA).

Rate Effective October 19, 2019

Customer Service Charge - \$75.00 per month (or partial month)

Demand Charge

Summer	\$24.00 per kW of maximum billing demand
Winter	\$18.00 per kW of maximum billing demand

Energy Charge

Summer	\$0.0520 per kWh used
Winter	\$0.0485 per kWh used

Minimum Bill. The minimum bill shall be the Customer Charge or the billing Demand Charge, whichever is greater.

Determination of Billing Demand. The maximum demand for any billing period shall be the larger of (1) the highest integrated kilowatt load registered on the meter during any 30 minute period occurring in the billing period or (2) 54% of the highest kilowatt average demand registered on the meter during the preceding months of May 20th thru September 19th.

Power Factor Adjustment. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% leading or lagging at all times. If it is determined by test or metering that the power factor at the time of the customer's peak load is less than 90%, the Utility Department will adjust the monthly billing demand by the ratio of 0.90 divided by the power factor (expressed as a decimal) at the time of the customer's maximum hourly usage.

Fluctuating Loads. Customers operating equipment having a highly fluctuating or large instantaneous demand, such as welders and x-ray machines, shall be required to isolate these loads from the balance of the electric system if they unduly interfere with service on the lines. The customer shall be required to pay all non-betterment costs for corrective equipment to eliminate the interference.

F. Off-Peak Industrial Service

Availability. To any non-residential customer in the established service area of David City.

Applicability. To any customer whose monthly consumption equals or exceeds 10,000 kWh or whose monthly peak demand equals or exceeds 35 kW for three (3) consecutive months and whose peak demand during the winter season exceeds the peak demand experienced during the preceding summer season.

Character of Service. AC 60 Hertz, single phase or three phase at any of the City's standard voltages.

Rate. Subject to application of Production Cost Adjustment (PCA).

Rate Effective October 19, 2019

Customer Service Charge - \$75.00 per month (or partial month)

Demand Charge

Summer	\$23.00 per kW of maximum billing demand
Winter	\$13.00 per kW of maximum billing demand

Energy Charge

Summer	\$0.0520 per kWh used
Winter	\$0.0485 per kWh used

Minimum Bill. The minimum bill shall be the Customer Charge or the billing Demand Charge, whichever is greater.

Determination of Billing Demand. The maximum demand for any billing period shall be the larger of (1) the highest integrated kilowatt load registered on the meter during any 30-minute period occurring in the billing period or (2) 54% of the highest kilowatt average demand registered on the meter during the preceding months of June, July, August or September.

Power Factor Adjustment. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% leading or lagging at all times. If it is determined by test or metering that the power factor at the time of the customer's peak load is less than 90%, the Utility Department will adjust the monthly billing demand by the ratio of 0.90 divided by the power factor (expressed as a decimal) at the time of the customer's maximum hourly usage.

Fluctuating Loads. Customers operating equipment having a highly fluctuating or large instantaneous demand, such as welders and x-ray machines, shall be required to isolate these loads from the balance of the electric system if they unduly interfere with service on the lines. The customer shall be required to pay all non-betterment costs for corrective equipment to eliminate the interference.

G. **Irrigation Service**

Availability. To irrigation customers in the established service area of David City.

Applicability. **Off-Peak:** During the irrigation season, the Utility may interrupt pump service during peak hours. Peak hours shall be those hours designated as “on-peak” by Nebraska Public Power District and are typically between 8:00 a.m. and 10:00 p.m. Central Daylight Savings Time, Monday through Saturday, excluding holidays and up to four (4) hours on Sunday. The City, at their sole discretion, may change the period of interruptible hours.

Rate.

Rate Effective October 19, 2019: On-Peak Irrigation (Firm)

\$58.00 per HP connected per year. Energy consumed shall be billed at the rate of \$0.0800 per kWh per month, payable as used.

Rate Effective October 19, 2019: Off-Peak Irrigation (Non-Firm)

\$25.00 per HP connected per year. Energy consumed shall be billed at the rate of \$0.0600 per kWh per month, payable as used.

Minimum Bill. The minimum bill shall be the Horsepower Charge.

Determination of Connected Load. The connected load in horsepower shall be taken from the name plates of the motors or from an actual measurement of horsepower input to the motor, or motors, operating under maximum load conditions. The City reserves the right at any time to check the customer’s load for recalculation of the connected load.

Terms of Payment. The total Horsepower Charge shall be billed on approximately April 25th of each year and total amount payable upon receipt. It shall become due the first day of May each year and become delinquent at 5:00 p.m. on the 10th day of May. A 10% penalty is imposed on all delinquent bills.

Bills for the kWh usage are mailed on approximately the 25th day of each month and are payable upon receipt. They become due the 1st day of each month and become delinquent at 5:00 p.m. on the 10th day of each month. A 10% penalty is imposed on all delinquent bills.

Power Factor Adjustment. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% whether leading or lagging at all times. Power factor adjustments will be made in the horsepower billing, when the power factor, as determined by test, at the time of the maximum use is less than 90%. The measured maximum horsepower will be multiplied by 90% and divided by the customer’s power factor expressed in percent.

Fluctuating Loads. Customers operating equipment having a highly fluctuating or large instantaneous demand, such as welders and x-ray machines, will be charged \$1.78 per month per KVA of such nameplate rating of such equipment or other equipment for energy used, and such charges will be in addition to the bill determined by the kilowatt-hours recorded by the meter and billed at scheduled rates. It will be added to the minimum bill

for services in the event the energy for other services does not equal the amount of a minimum bill for such other services.

H. **High Tension Rate**

Availability. Available for commercial and industrial services with contracted annual energy usage greater than 38,600,000 kWh served at a voltage of 34,500 volts or greater where the customer has executed a contract for service under this rate schedule.

Character of Service. Three-phase, 60 cycles, at available subtransmission voltages of 34,500 volts or greater.

Rate Effective February 1, 2023

Customer Service Charge:
\$1,000 per month (or partial month)

Demand Charge:
NPPD and Butler PPD Actual Cost * 110% (1)

Energy Charge:
NPPD Actual Cost * 110% (2)

Energy Shortfall Charge:
The contractual Energy Shortfall multiplied by \$0.005 per kWh.

Facilities Charge:
As set forth in contract for service.

Minimum Bill:
As set forth in contract for service.

(1) Actual NPPD and Butler PPD costs include customer, demand, demand ratchets, transmission, sub-transmission and ancillary service charges incurred by the City to serve customer, without markup, based on General Firm Power Service rate (NPPD) or sub-transmission rate schedule (Butler PPD). City will provide a copy of NPPD invoice or other documentation evidencing NPPD and Butler PPD customer, demand, transmission, and ancillary service charges passed through to customer for verification purposes.

(2) Actual NPPD energy charges (including fuel and production cost adjustments) incurred by the City to serve customer, without markup, based on General Firm Power Service rate. City will provide a copy of NPPD invoice or other documentation evidencing NPPD energy charges passed through to customer for verification purposes.

Power Factor Adjustment. Power factor adjustments will be made on pass-through basis from NPPD. The customer's billing demand is subject to adjustment if the power factor at the time of the customer's maximum use is less than 90%.

Section 2. Seasonal Billing Periods. For all customer classes other than the High Tension Service rate, the *summer* period is for the meter readings obtained during the four-month period of May 19th through September 19th and the *winter* period is for the meter readings obtained during

the eight-month period of September 19th through May 19th. For the High Tension Service rate class, all billing periods will be on a calendar month basis and the summer and winter periods will be as defined by NPPD in its General Firm Power Service rate schedule.

Section 3. Terms of Payment. With the exception of the High Tension Service rate schedule, Utility bills are mailed on approximately the 25th day of each month and are payable upon receipt. Utility bills become due the 1st day of each month and become delinquent if not received in the City Office by 5:00 p.m. on or before the 10th day of the month. If the 10th of the month falls on a weekend, customers will be given until the following regular business day. A 10% penalty is imposed on all delinquent bills. The High Tension Rate rate class will be billed under the terms of the applicable service agreement.

Section 4. Production Cost Adjustment (PCA). Whereas the rates offered to the customer by the City is based upon the current rate being paid by the City to its wholesale supplier, the City shall reserve the right, during the term of the rates, to adjust said rates to the consumer by an amount not to exceed two (2) mills per kilowatt hour greater than the adjustment to the City by its wholesale supplier.

Section 5. Any other ordinance or section passed and approved prior to the passage, approval, and publication or posting of this Ordinance and in conflict with its provisions, are hereby repealed.

Section 6. This Ordinance shall be published in pamphlet form and all rates included in this Ordinance shall be effective as of November 19, 2025.

PASSED AND ADOPTED this 10th day of December, 2025.

Mayor Jessica Miller

Deputy City Clerk Lori Matchett

ORDINANCE NO. 1523

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING THE DAVID CITY MUNICIPAL CODE TO ADOPT AND CODIFY A POLICY REQUIRING TWO SIGNATURES ON ALL CHECKS OR PAYMENTS IT ISSUES OR PURCHASES IT MAKES OVER A CERTAIN VALUE; REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council of the City of David City, Nebraska, a municipal corporation and city of the second class (the "City") desires to adopt a policy requiring two signatures on all checks it issues and payments or purchases over one hundred and 00/100 dollars (\$100.00) the City makes; and

WHEREAS, Section 17-505 of the Nebraska Revised Statutes authorizes City to adopt and amend the Municipal Code (the "Code"); and

WHEREAS, City finds it in the best interest of City and its residents to amend the Code to require two signatures on all checks or payments the City issues or makes.

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

1. Amendment to Code. City amends the Code by adding the following as a new Section 629 of Article 1 of the Code:

SECTION 1-629: EXECUTION OF CHECKS AND PAYMENTS; APPROVAL OF PURCHASES.

At least two (2) individuals shall sign all checks issued or payments rendered on behalf of the City of David City, Nebraska, in an amount over One-Hundred and 00/100 Dollars (\$100.00). At least two (2) individuals shall also provide written approval for any purchases the City of David City, Nebraska, makes over One-Hundred and 00/100 Dollars (\$100.00).

At least one (1) signatory shall be either the Mayor, Council President, or the director, head, or appointed leader of the department that is issuing the check, rendering the payment, or making the purchase. The other signatory shall be an employee of the City of David City, Nebraska, or an agent with the lawful power and authority to execute such check, render such payment, or make such purchase.

This Section 1-629 shall not empower any person to appropriate, issue, or draw any order or warrant in violation of Section 1-609 of the David City Municipal Code. Any person signing a check or issuing a payment pursuant to this Section 1-629 must have separate authority under another section of the David City Municipal Code or other applicable law to execute such check or render such payment on behalf of the City of David City, Nebraska, and said person shall not derive such authority by virtue of this Section 1-629.

Any purchase that requires approval of the Mayor and City Council of the City of David City, Nebraska, via resolution or ordinance, shall be exempt from this Section 1-629.

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

3. Further Necessary Action. City authorizes the Mayor and Deputy 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 Ordinance shall be effective from and after passage, approval, and publication in pamphlet form.

PASSED AND APPROVED THIS 10th day of December, 2025.

Jessica Miller, Mayor

ATTEST

Lori Matchett, Deputy City Clerk

ORDINANCE NO. 1524

**AN ORDINANCE OF THE CITY OF DAVID CITY, NEBRASKA,
AMENDING THE MUNICIPAL CODE OF THE CITY OF DAVID
CITY, NEBRASKA, TO CORRECT A SCRIVENER'S ERROR;
AUTHORIZING PUBLICATION IN PAMPHLET FORM; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on April 10, 2024, the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**") passed Ordinance No. 1464 (the "**Ordinance**"); and

WHEREAS, the Ordinance amended City's Municipal Code (the "**Code**") to add an article regulating free roaming cats within City's corporate limits; and

WHEREAS, the Ordinance contained a scrivener's error and incorrectly codified the new article within the Code as Chapter 3, Article 7 – Cats; and

WHEREAS, the Ordinance should have codified the new article as Chapter 3, Article 6 - Cats; and

WHEREAS, City finds it in the best interest of City's cat population, City's residents, and City in general to correct the scrivener's error in the Ordinance and to amend the Code as provided herein.

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

Section 1. City hereby repeals Chapter 3, Article 7 – Cats of the Code, in its entirety and replaces it with the following, to be codified as Chapter 3, Article 6 – Cats:

ARTICLE 6 – CATS

SECTION 3-601: INTENT

The purpose and intent of this article is to decrease the city of David City's undomesticated cat populations by humanely controlling reproduction and without removing cats from city limits in accordance with the Trap, Neuter, and Return ("**TNR**") population control method for the betterment of the community.

SECTION 3-602: CAT; ANIMAL CONTROL DEFINITION.

Animal Control shall mean the David City Police Department, its agents, assigns, or contracted agents.

SECTION 3-603: FREE ROAMING CAT; DEFINITION.

Free-roaming cat shall mean any cat found roaming freely outside of any home or the control of any person for any length of time.

SECTION 3-604: CAT OWNER; DEFINITION.

Cat owner shall mean any person who confines a cat(s) inside a residence or property structure for any length of time and such cats shall be deemed personal property of said cat owner.

SECTION 3-605: UNDOMESTICATED CAT; DEFINITION.

Undomesticated cat shall mean any cat that is not confined inside a residence or property structure that does not have a generally known or reasonably discoverable owner.

SECTION 3-606: UNDOMESTICATED CAT CAREGIVER; DEFINITION.

Undomesticated cat caregiver shall mean any person that provides food, water, or shelter to free roaming cats, and does not confine cats inside a residence or property structure for any length of time.

SECTION 3-607: TRAP-NEUTER-RETURN (TNR); DEFINITION.

Trap-Neuter-Return (TNR) shall mean the process of humanely trapping, sterilizing, vaccinating for rabies, ear tipping, and returning undomesticated cats to the location trapped. Animal Control shall obtain consent of the landowner before entering private property for this purpose.

SECTION 3-608: CAT HOARDING; DEFINITION.

Cat hoarding shall mean the accumulation of a number of cats such that it overwhelms a person's ability to provide minimum standards of care. Minimum standards of care include nutrition, sanitation, shelter, veterinary care, and socialization causing disease, starvation, or death of cats confined and residing within a property residence or structure.

SECTION 3-609: FREE ROAMING CAT; STERILIZATION-SPAY AND NEUTER.

All free-roaming cats within city limits shall be surgically spayed or neutered by a licensed veterinarian and rabies vaccinated. This shall be done voluntarily by the cat owner or by Animal Control through the TNR process.

SECTION 3-610: OWNED CATS NOT FREE ROAMING; STERILIZATION-SPAY AND NEUTER.

Cat owners shall spay and neuter all cats it owns within four months of age. This provision shall not apply if the procedure would endanger the health of the cat, if the cat owner is a Nebraska state licensed breeder, if the cat temporarily resides in a foster home or is used in show and performance competitions, or if a veterinarian does not recommend spay and neuter surgery until later in the cat's life for a medical reason as evidenced by a veterinarian's statement. The cat owner must provide documentation for all other exemptions.

SECTION 3-611: RETURN OF CATS SPAYED AND NEUTERED THROUGH THE TNR PROCESS.

Animal Control shall, after completion of the TNR process, return all cats to the area they were captured, except for cats needing additional medical attention for illness or injury. Cat owners must provide documentation sufficient to evidence ownership as Animal Control determines for the return. If a cat has no identifiable owner it shall be held for a 5-day holding period and if no owner claims the cat, it shall be provided to the humane society or to some other suitable owner. Undomesticated cat caregivers may request cats for which they provide care to be relocated in this manner for the health and safety of the cats. Cat owners shall pay all applicable boarding, veterinary and licensing fees for this process.

SECTION 3-612: INTERFERENCE WITH THE TNR PROCESS.

Any person found to be removing free-roaming cats from city limits for the sole purpose of dumping said cats in the country, concealing unaltered cats for the purpose of reproduction, releasing cats from traps, tampering with, stealing, damaging, or destroying TNR equipment shall be guilty of a Class V Misdemeanor. Persons found in violation of this provision shall face a \$25 fine, plus equipment replacement cost if applicable, for each offense.

SECTION 3-613: CATS; LICENSING; FEES.

A. *License.* Any person owning a cat over the age of six (6) months within the city shall, within thirty (30) days after acquisition of said cat, acquire a license for each cat by or before the first (1st) day of May of each year. The cat owner shall renew this license annually.

B. *License Application.* The cat owner must provide, at the time of the license application, a certificate indicating the cat has been spayed or neutered and received a rabies vaccination, and, on printed forms of the city, the cat owner's name and address and the name, breed, color, sex, and sterilization status of each cat for which the license application is for.

C. *Certificate.* Upon payment of the license fee, the City Clerk shall issue to the owner of a cat a license certificate and metallic tag for each cat so licensed. The metallic tags do not need to be attached to the collar and worn by said cat. The City Clerk may issue replacement metallic tags if one is lost or destroyed upon satisfactory evidence that the original plate or tag was issued in accordance with the provisions herein and that the cat owner is not delinquent on the cat's licensing fees. The City Clerk shall design or cause to be designed a new metallic tag each year in order to differentiate between years of issuance.

D. *License Fee.* The cat owner shall pay to the City Clerk a license fee of five (\$5.00) dollars for each cat at the time of the license application. Said license shall not be transferable and no refund will be allowed in case of death, sale, or other disposition of the licensed cat. The license fee shall be delinquent from and after May first (1st); provided, the owner of any cat brought into or harbored within the corporate limits after May first (1st) of any year, shall be liable for the payment of the cat tax levied herein and such tax shall be delinquent if not paid within ten (10) days thereafter. All license fees and collections shall be immediately credited to the city's general fund after the City remits the fee Nebraska Revised Statutes section 54-603(3) imposes to the Nebraska Department of Agriculture. (Neb. Rev. Stat. §§ 54-603, 17-526)

E. *Service Animals.* The License Fee provided in this section does not apply to cats that are validly registered as service animals. (Neb. Rev. Stat. § 17-526)

SECTION 3-614: WRONGFUL LICENSING.

It shall be unlawful and a Class V Misdemeanor for any cat owner to permit or allow its cat(s) to wear a fake metallic tag, to create or possess a fake cat license, or to otherwise utilize any other evidence of licensure than that issued by the City Clerk for cats.

SECTION 3-615: CATS; KILLING AND POISONING.

It shall be unlawful and a Class IV Misdemeanor to kill, or to administer or cause to be administered, poison of any sort to a cat, or in any manner to injure, maim, or destroy, or in any manner attempt to injure, maim, or destroy, or to place any poison, or poisoned food where the same is accessible to a cat.

SECTION 3-616: CATS; BITES.

Any owned cat not vaccinated in accordance with the provisions of this Article that bites any human that causes an abrasion of the skin shall be confined for rabies observation not less than ten (10) days by the cat owner. If the cat owner cannot confine the cat for 10 days, the cat will be impounded and held for observation by Animal Control. If upon examination by a veterinarian, the cat has no clinical signs of rabies at the end of such confinement, it may be released to the cat owner after rabies vaccination, proper licensing, and spay or neuter in accordance with the Article, is shown to be completed. The cat owner will be required to pay all fees associated with confinement, vaccination, and any other needed veterinary care during the 10-day confinement period. Undomesticated cats that have bitten will be impounded and confined for rabies observation in the same manner and returned to its colony. Caregivers will not be held responsible for associated fees.

SECTION 3-617: CATS; NUISANCE.

A non-spayed or non-neutered cat shall constitute nuisance according to Chapter 3, Article 4 of the David City Municipal Code in compliance with this Article and shall be brought into compliance to remove a nuisance determination.

SECTION 3-618: HARMONY WITH OTHER ORDINANCES AND LAWS.

To the extent this Article conflicts with other provisions of the David City Municipal Code this Article shall govern.

* * *

Section 2. City hereby repeals all ordinances and portions of ordinances conflicting with this Ordinance to the extent of the conflict thereof.

Section 3. This Ordinance shall be in full force and take effect from and after its passage, approval, and publication in pamphlet form.

Passed and approved this 10th day of December, 2025

Jessica Miller, Mayor

ATTEST:

Lori Matchett, Deputy City Clerk

ORDINANCE NO. 1525

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING CHAPTER 4 OF THE DAVID CITY MUNICIPAL CODE TO REGULATE THE USE OF LAWNMOWERS AND TRACTORS WITHIN THE CITY; 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, City has received complaints regarding the use of riding lawn mowers and tractors within the downtown area of City's corporate limits after dark and without lights or other safety features; and

WHEREAS, City desires to amend Chapter 4 of City's Municipal Code (the "Code") to prohibit the operation of lawn mowers and tractors on public sidewalks and streets within the downtown area between sunset and sunrise.

WHEREAS, City finds it in the best interest of City and its residents to amend the Code to regulate the use of lawn mowers and tractors in City's downtown area after dark.

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

1. **Amendment to Section 4.** City hereby amends the Code by adding the following ordinances as new Sections 4-515 and 4-516, respectively:

SECTION 4-515. LAWN MOWER AND TRACTOR; DEFINITIONS.

- A. "Lawn Mower" means any motorized vehicle designed primarily for cutting grass or vegetation, including without limitation riding lawn mowers and similar machines.
- B. "Tractor" shall have the same meaning as set forth in Nebraska Revised Statutes section 60-619.
- C. For purposes of Section 4-516, "Downtown" means the property within the corporate limits of the City of David City, Nebraska, between 3rd Street and 9th Street, to the east and west, and A Street and G Street, to the south and north.

SECTION 4-516. LAWN MOWERS AND TRACTORS; OPERATION.

- A. No person shall operate any Lawn Mower or Tractor on any public sidewalk or Street, as Section 4-511(C) of the David City Municipal Code so defines, within Downtown between sunset and sunrise.
- B. The prohibition in Section 4-516(A) shall not apply to Lawn Mowers or Tractors used exclusively (a) for snow removal, (b) by an employee, contractor, or agent of the City

of David City, Nebraska, or (c) with the express prior written authorization of the City Council or any department of the City of David City, Nebraska.

2. **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.

3. **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 10th day of December, 2025.

Jessica Miller, Mayor

ATTEST

Lori Matchett, Deputy City Clerk

6-911		3/1/2024	56.47	9.76		0.00	0.00	0.00	0.00	0.00	66.23
		4/1/2024	50.06	5.01		3.75	45.14	0.00	39.93	2.99	146.88
	Final Bill	5/1/2024	19.67	1.97	60.00	1.48	28.84	0.00	39.93	2.99	154.88
			126.20	16.74	60.00	5.23	73.98	0.00	79.86	5.98	367.99
5.809											
	Final Bill	7/1/2024	23.92	2.65	0.00	0.00	0.00	0.00	0.00	0.00	26.57
			23.92	2.65	0.00	0.00	0.00	0.00	0.00	0.00	26.57
5-749											
		3/1/2024	18.00	1.80		1.35	28.50	0.00	15.51	1.16	66.32
		4/1/2024	18.00	1.80		1.35	28.50	0.00	15.51	1.16	66.32
	Final Bill	5/1/2024	18.00	1.80	60.00	1.35	28.50	0.00	15.51	1.16	126.32
			54.00	5.40	60.00	4.05	85.50	0.00	46.53	3.48	258.96
5-818											
	Final Bill	2/1/2025	165.26	17.49	60.00	0.00	0.00	0.00	0.00	0.00	242.75
			165.26	17.49	60.00	0.00	0.00	0.00	0.00	0.00	242.75
Grand Total			983.51	112.52	0.00	240.00	46.38	348.45	0.00	324.42	2,076.88