

**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, January 14, 2026**, 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 December 10, 2025, meeting of the Mayor and City Council;

Council member Thomas J. Kobus

5. Approval of Claims;

Council member James Angell

6. Committee and Officer Reports/Butler County Development Board update;

Council member Patrick J. Meysenburg

7. Consider Pay Application No. 22 for BRB Contractors, Inc. in the amount of \$312,316.23 for the Wastewater Treatment Plant Improvement Project;

Council member Kevin Woita

8. Consider Change Order No. 8 for BRB Contractors, Inc. in the amount of \$557,215.22 for modification to the headworks site, forcemain, headworks ceiling, electrical, SBR grading and Blower building HVAC;

Council member Keith Marvin

9. Consider Water Tower Painting - Final Payment and Settlement Agreement to Maguire Iron, Inc. in the amount of \$235,250.00;*

City Clerk Tami L. Comte

10. Discussion concerning erecting stop signs at 6th and D Street for public safety;
11. Consider Resolution No. 1-2026 authorizing electric PCA refunds;*
12. Reappointment of Jim Masek and Bob Hilger to the Planning Commission for a three-year term ending April 2028;*
13. Reappointment of Beth Klosterman to the sidewalk committee for a two year term ending June 2028, also updating committee members to include City Clerk - Treasurer, City Administrator, Street Department Supervisor and Building Inspector as permanent member of the committee;*
14. Reappointment of Jim Witter and Deb Dinkelman to the Park and Recreation Advisory Board for a 1-year term ending September 2027, and updating committee members to include a Park Department Employee, Recreation Director, two Council Members and City Administrator to the members of the Board;*
15. Reappointment of Butler County Chamber of Commerce Representative, Two Council Members, Planning Commission Member, Member of the Nebraska Extension Office, City Clerk - Treasurer, Building Inspector and City Administrator to the Downtown Revitalization Committee for a 1 year-term ending January 2027;*
16. Reappointment of Two Council Members, Building Inspector, City Clerk-Treasurer, City Administrator, Police Chief, and Assistant Police Chief to the Nuisance and Ordinance Committee for a 1-year term ending July 2027;*
17. Discuss/Consider Ordinance No. 1526 updating the pay Ordinance;*

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

19. Adjourn;

CITY COUNCIL PROCEEDINGS
December 10, 2025

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

Present for the meeting were: Mayor Jessica Miller, Council President Bruce Meysenburg, Council Members Jim Angell, Rick Holland, Jeremy Abel, Kevin Woita, Keith Marvin, 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, Account Clerk Rachel Kahnk, Marlene Hein, Louise Neimann, Tanner Thiem, Andrew Allen from Southeast Nebraska Development District, and Bryon Forney from Forney Repair. Ethan Joy from JEO Consulting and Alex Merten from Veenstra & Kimm Inc. 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 before the Council tonight, they must state their name and address for the record.

Council Member Jim Angell made a motion to approve the minutes of the November 12, 2025, meeting of the Mayor and City Council as presented. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Mayor Jessica Miller presented to Forney Repair an award in recognition of being selected as the best of 2025 Diesel Engine Repair Service.

Council Member Keith Marvin made a motion to approve claims as presented. 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.

Mayor Jessica Miller gave a summary of the Communities for Kids activities from November 2025. Mayor Jessica Miller also presented awards to Daniel Sobota, William Reiter, and John Smaus for 5 years of faithful service to the City of David City.

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 Keith Marvin made a motion to approve the Committee and Officer Reports and updates from 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.

Council Member Rick Holland made a motion to accept the retirement of City Clerk-Treasurer Tami Comte effective November 30, 2025. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

Council Member Keith Marvin made a motion to move to agenda item number twenty-seven for discussion of Downtown Lighting options and updates. 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.

Tanner Thiem of T3 Construction introduced himself. Mr. Thiem talked with the council about different options for Christmas lights, mounting options, and permanent lighting solutions for the Downtown Lighting. The council and Mr. Thiem discussed the climate the lights would be in, the type of bulbs and wiring required, and the maintenance schedule for the lights. Mr. Thiem was very informative on lighting options, ideas for permanent lighting, and the types of lighting available in commercial-grade. He recommended that the city look into easements and how the system would be powered. The council discussed forming a committee to help design and develop a plan for the downtown lighting system.

Council Member Keith Marvin made a motion to appoint Lori Matchett as City Clerk-Treasurer, with a salary in accordance with Ordinance No. 1513. 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.

Lori Matchett was given the oath of office for the City Clerk–Treasurer for the City of David City by City Attorney David Levy.

Council Member Bruce Meysenburg made a motion to approve Pay Application No. 1 for Gehring Construction & Ready-Mix Co., Inc., in the amount of \$172,596.19 for the 2024 Nebraska Street Extension. 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.

(Space Intentionally Left Blank)

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: From <u>11/1/2025</u> to <u>11/26/2025</u> | |

| | | |
|--|--|---------------|
| 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

Contractor's Application for Payment

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

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

| A | B | C | D | E | | F | G | H | I | J | K | L | |
|------------------|--|----------------------|-------|--------------------------|---------------------------|---|---------------------------------|------------------------------------|---|---|------------------------------------|---|--|
| | | | | From | to | | | | | | | | |
| Application No.: | | Application Period: | | Contract Information | | Work Completed | | Materials Currently Stored | | Work Completed and Materials Stored to Date | | % | |
| ONE | | 11/01/25 to 11/26/25 | | | | | | | | | | | |
| Bid Item No. | Description | Item Quantity | Units | Unit Price (\$) | Value of Bid Item (C x E) | Estimated Quantity Incorporated in the Work | Value of Work Completed (E x G) | Materials Currently Stored (I x G) | Work Completed and Materials Stored to Date (J + I) | % of Items (J / I) | Value of balance to finish (L - J) | | |
| 1 | Mobilization | 1 | LS | 6,000.00 | 6,000.00 | 0.90 | 5,540.00 | - | 5,540.00 | 90% | 460.00 | | |
| 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 | Narrow Asphalt Pavement | 180 | SY | 12.00 | 2,160.00 | 180.00 | 2,160.00 | - | 2,160.00 | 100% | - | | |
| 6 | Narrow Wood Fence | 193 | LF | 10.00 | 1,930.00 | 193.00 | 1,930.00 | - | 1,930.00 | 100% | - | | |
| 7 | Narrow Tree (24" Circumference) | 5 | EA | 800.00 | 4,000.00 | 5.00 | 4,000.00 | - | 4,000.00 | 100% | - | | |
| 8 | Narrow Tree (24" to 48" Circumference) | 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 | 713 | SY | 2.00 | 1,426.00 | 713.00 | 1,426.00 | - | 1,426.00 | 100% | - | | |
| 11 | Unpavable Materials | 25 | CV | 50.00 | 1,250.00 | - | - | - | - | 0% | 1,250.00 | | |
| 12 | 7" Concrete Pavement | 729 | SY | 60.00 | 43,980.00 | 729.00 | 43,980.00 | - | 43,980.00 | 100% | - | | |
| 13 | 6" Concrete Driveway | 25 | SY | 60.00 | 1,500.00 | 25.00 | 1,500.00 | - | 1,500.00 | 100% | - | | |
| 14 | 6" Concrete Flume | 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 | 64.00 | 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 | Sheet Pile | 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 | \$ 93,807.50 | | \$ 86,818.00 | \$ - | \$ 86,818.00 | 93% | \$ 7,028.50 | | |

Unit Price

EJCDC C-620 Contractor's Application for Payment
 [4] 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

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

| A | B | C | | D | | E | | F | | G | | H | | I | | J | | K | | L | | |
|---------------------|--|----------|----------|----------------------|-------------------------------------|-------------------|--------------------|--------------------------------------|---------------------|-------------------|------|------------|--|---|--|---|--|---|--|---|--|--|
| | | From | to | Contract Information | Work Completed | Value of Bid Item | Estimated Quantity | Value of Work | Materials Currently | Work Completed | % of | Balance to | | | | | | | | | | |
| Application No.: | ONE | 11/01/25 | 11/26/25 | Change Orders | Incorporated in the Work | Completed to Date | Stored (net in G) | and Materials Stored to Date (H + I) | Item (U / V) | to Finish (F - I) | | | | | | | | | | | | |
| Application Period: | ONE | 11/01/25 | 11/26/25 | Change Orders | Incorporated in the Work | Completed to Date | Stored (net in G) | and Materials Stored to Date (H + I) | Item (U / V) | to Finish (F - I) | | | | | | | | | | | | |
| CD ONE | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Remove Asphalt Pavement | 664.00 | SY | 12.00 | 7,968.00 | 664.00 | - | 7,968.00 | 100% | - | | | | | | | | | | | | |
| 9 | Remove and Re-set Manhole | 2.00 | EA | 500.00 | 1,000.00 | 2.00 | - | 1,000.00 | 100% | - | | | | | | | | | | | | |
| 10 | Subgrade Preparation | 791.00 | SY | 2.00 | 1,582.00 | 791.00 | - | 1,582.00 | 100% | - | | | | | | | | | | | | |
| 12 | 7" Concrete Pavement | 791.00 | SY | 60.00 | 47,460.00 | 791.00 | - | 47,460.00 | 100% | - | | | | | | | | | | | | |
| 13 | 6" Concrete Driveway | 257.00 | SY | 60.00 | 15,420.00 | 257.00 | - | 15,420.00 | 100% | - | | | | | | | | | | | | |
| 14 | 6" Concrete Flume | 2.00 | SY | 60.00 | 120.00 | 2.00 | - | 120.00 | 100% | - | | | | | | | | | | | | |
| 18 | Crushed Rock Surface Course | 5.00 | TONS | 150.00 | 750.00 | 5.00 | - | 750.00 | 100% | - | | | | | | | | | | | | |
| 20 | Strew Waste | 20.00 | LF | 6.30 | 130.00 | - | - | 130.00 | 0% | 130.00 | | | | | | | | | | | | |
| 21 | Erosion Mat with Seed | 493.00 | SY | 2.75 | 1,355.75 | - | - | 1,355.75 | 0% | 1,355.75 | | | | | | | | | | | | |
| 22 | Remove 12" CMP Pipe | 52.00 | LF | 16.85 | 876.20 | 52.00 | - | 876.20 | 100% | - | | | | | | | | | | | | |
| 23 | Remove Concrete Pavement | 268.00 | SY | 15.00 | 4,035.00 | 268.00 | - | 4,035.00 | 100% | - | | | | | | | | | | | | |
| 24 | 6" PVC Storm Sewer Pipe, SDR 35 | 60.00 | LF | 51.50 | 3,096.00 | 60.00 | - | 3,096.00 | 100% | - | | | | | | | | | | | | |
| 25 | 12" Nylplast Drain Basin | 1.00 | EA | 4,000.00 | 4,000.00 | 1.00 | - | 4,000.00 | 100% | - | | | | | | | | | | | | |
| 26 | Excavation, Established Quantity | 219.00 | CY | 25.00 | 5,475.00 | 219.00 | - | 5,475.00 | 100% | - | | | | | | | | | | | | |
| 27 | Remove, Salvage and Reinstall Landscape Rock | 51.00 | SY | 60.00 | 3,060.00 | 51.00 | - | 3,060.00 | 100% | - | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | Change Order Totals | \$ 96,327.95 | | \$ 96,327.95 | | | | | | | | | | | | | | |
| | | | | | Original Contract and Change Orders | | | \$ 181,680.20 | | | | | | | | | | | | | | |
| | | | | | Project Totals | \$ 190,195.45 | | \$ 181,680.20 | | | | | | | | | | | | | | |

©2018 National Society of Professional Engineers for ECDC. All rights reserved.

Council Member Jim Angell made a motion to approve Pay Application No. 21 for BRB Contractors, Inc. in the amount of \$466,615.86 for the Wastewater Treatment Plant Improvement Project. 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.

DocuSign Envelope ID: F813E3EF-5BDA-4079-9284-0F2ED8C906E0

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

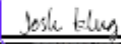
The undersigned Contractor certifies, to the best of its knowledge, the following:

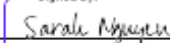
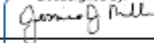
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(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:  **Date:** 12/4/2025

| | | | |
|---|--|-----------------------------------|---------------------|
| Recommended by Engineer | | Approved by Owner | |
| By: <u></u> | By: <u></u> | By: _____ | By: _____ |
| Title: <u>Project Engineer</u> | Title: <u>Mayor</u> | Title: _____ | Title: _____ |
| Date: <u>12/4/2025</u> | Date: <u>12/17/2025</u> | Date: _____ | Date: _____ |
| Approved by Funding Agency | | Approved by Funding Agency | |
| By: <u>N/A</u> | By: <u>N/A</u> | By: _____ | By: _____ |
| Title: _____ | Title: _____ | Title: _____ | Title: _____ |
| Date: _____ | Date: _____ | Date: _____ | Date: _____ |

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.: NEEDAV Contractor's Project No.: |
|---|---|

| Item No. | A | B | C | D | | E | F | G | H | I |
|------------------------------|----|--|-----------------|----------------------|---|----------------------------|------------|--------------|------|------------|
| | | | | Scheduled Value (\$) | Work Completed (D + E) From Previous Application (\$) | | | | | |
| Application No.: | 21 | Application Period: From 10/22/25 to 11/24/25 | | Original Contract | | Application Date: 12/10/25 | | | | |
| 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 | 41,920.00 | | 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 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.: NEEDAV 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) (\$) |
|---|--|---------------------------|--|------------|-----------------------|--|---|---------------------------------------|-------------------------------------|
| | | | D | E | | | | | |
| 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 lib Crane & Foundation | \$ 50,000.00 | | | | | 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 | | | | 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 | 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 | 89% | 112,683.38 |
| 61 | Existing SBR Basin Equipment Pumps | \$ 50,000.00 | | | | | 29,535.50 | 59% | 20,464.50 |
| 62 | Misc. Metals Furnish/Install | \$ 40,000.00 | | | | | 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% | - |

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

| 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.: | | 21 | | Application Period: | | From 10/22/25 to 11/24/25 | | Application Date: | | 12/10/25 | | |
| 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 | | | | |
| 74 | DEMO EXISTING HEADWORKS BUILDING | | | | | | | | | | | |
| | Demolition of Existing Building Complete | \$ 30,000.00 | | | | | 0% | 30,000.00 | | | | |
| | CLOSEOUT | | | | | | | | | | | |
| 75 | Site Grading | \$ 25,000.00 | | | | | 0% | 25,000.00 | | | | |
| 76 | SBR/Storage Building Sidewalks | \$ 25,000.00 | | | | | 0% | 25,000.00 | | | | |
| 77 | Concrete Paving | \$ 20,000.00 | | | | | 0% | 20,000.00 | | | | |
| 78 | Seeding & Mulch | \$ 15,000.00 | | | | | 0% | 15,000.00 | | | | |
| 79 | Crushed Rock Surfacing Roads | \$ 80,000.00 | | | | | 0% | 80,000.00 | | | | |
| 80 | Fence & Gate System | \$ 30,000.00 | | | | | 0% | 30,000.00 | | | | |
| Original Contract Totals | | \$ 16,882,000.00 | \$ 11,410,999.58 | \$ 1,564,739.50 | \$ 1,967,115.97 | \$ 14,942,855.05 | 89% | \$ 1,939,144.95 | | | | |

Stored Materials Summary

| | | | | | |
|---|--|---------------------------|--|-----------|--|
| City of David City | | Owner's Project No.: | | 251034.00 | |
| JEO Consulting Group, Inc. | | Engineer's Project No.: | | NEDSAY | |
| BBB Contractors, Inc. | | Contractor's Project No.: | | | |
| David City Wastewater Treatment Facility Improvements | | | | | |
| David City Wastewater Treatment Facility Improvements | | | | | |

| A | B | C | D | E | F | 10/22/25 | | | 11/24/25 | | | Application Date: | | | |
|---|-------------------------|--|--|------------------|--|----------------------------------|-------------------------------------|--|---|---|---|--|--|--|----------|
| | | | | | | G | H | I | J | K | L | M | | | |
| Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab) | Supplier Invoice No. | Submital No. (with Specification Section No.) | Description of Materials or Equipment Stored | Storage Location | Application No. When Materials Placed in Storage | Previous Amount Stored (5) | Amount Stored this Period (5) | Amount Stored to Date (G + H) (5) | Amount Previously Incorporated in the Work (5) | Amount Incorporated in the Work this Period (5) | Total Amount Incorporated in the Work (J + K) (5) | Materials Remaining in Storage (I - L) (5) | | | |
| | 105795-1 | | Aqua Aerobics Down Payment | | | 261,353.50 | | 261,353.50 | 261,353.50 | | 261,353.50 | | | | 12/10/25 |
| | 50006177578 | | Rebar | | | 19,091.30 | | 19,091.30 | 19,091.30 | | 19,091.30 | | | | |
| | 50006159555 | | Rebar | | | 28,359.32 | | 28,359.32 | 28,359.32 | | 28,359.32 | | | | |
| | 5000647392 | | Rebar | | | 26,753.09 | | 26,753.09 | 26,753.09 | | 26,753.09 | | | | |
| | 5000647072 | | Rebar | | | 29,743.20 | | 29,743.20 | 29,743.20 | | 29,743.20 | | | | |
| | 5000647071 | | Rebar | | | 29,743.20 | | 29,743.20 | 29,743.20 | | 29,743.20 | | | | |
| | 50006114832 | | Rebar | | | 29,743.20 | | 29,743.20 | 29,743.20 | | 29,743.20 | | | | |
| | 50006127187 | | Rebar | | | 22,299.72 | | 22,299.72 | 22,299.72 | | 22,299.72 | | | | |
| | 50006303076 | | 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 | | | | | | | |
| | 27683 | | HME Shop Drawings | | | 6,643.95 | | 6,643.95 | 6,643.95 | | 6,643.95 | | | | |
| | 50006415841 | | Rebar | | | 17,736.06 | | 17,736.06 | 17,736.06 | | 17,736.06 | | | | |
| | 50006367581 | | Rebar | | | 26,960.24 | | 26,960.24 | 26,960.24 | | 26,960.24 | | | | |
| | 50006337203 | | Rebar | | | 26,014.37 | | 26,014.37 | 26,014.37 | | 26,014.37 | | | | |
| | 50006192136 | | Rebar | | | 18,469.82 | | 18,469.82 | 18,469.82 | | 18,469.82 | | | | |
| | 94000 | | 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 | | | | |
| | 50006408471 | | Rebar | | | 650.00 | | 650.00 | 650.00 | | 650.00 | | | | |
| | 50006599911 | | Rebar | | | 5,675.00 | | 5,675.00 | 5,675.00 | | 5,675.00 | | | | |
| | 50006604462 | | Rebar | | | 2,179.06 | | 2,179.06 | 2,179.06 | | 2,179.06 | | | | |
| | 105795-2 | | Concrete Expansion Joints | | | 5,892.80 | | 5,892.80 | 5,892.80 | | 5,892.80 | | | | |
| | 0756281-2 | | Aqua Aerobics - Second Payment | | | 522,707.00 | | 522,707.00 | 522,707.00 | | 522,707.00 | | | | |
| | 0756281-1 | | Ductile Iron Pipe and Accessories | | | 1,975.74 | | 1,975.74 | | | | | | | |
| | 757833 | | Ductile Iron Pipe and Accessories | | | 10,440.99 | | 10,440.99 | 1,830.82 | | 1,830.82 | | | | |
| | 0755902-1 | | 24" PVC Pipe | | | 83,203.12 | | 83,203.12 | | | | | | | |
| | 757699 | | Ductile Iron Pipe and Accessories | | | 21,275.08 | | 21,275.08 | | | | | | | |
| | 755893 | | Ductile Iron Pipe and Accessories | | | 622.71 | | 622.71 | 622.71 | | 622.71 | | | | |
| | 756281 | | Ductile Iron Pipe and Accessories | | | 22,446.17 | | 22,446.17 | 22,446.17 | | 22,446.17 | | | | |
| | 945111 | | Butterfly Valves and Accessories | | | 5,056.44 | | 5,056.44 | 5,056.44 | | 5,056.44 | | | | |
| | 94275 | | Butterfly Valves and Accessories | | | 128,612.31 | | 128,612.31 | 34,296.00 | | 94,316.31 | | | | |
| | 27920 | | Air Release Valves | | | 7,803.31 | | 7,803.31 | | | | | | | |
| | 0141204N | | HME Shop Drawings | | | 20,025.00 | | 20,025.00 | 20,000.00 | | 20,000.00 | | | | |
| | 0756281-3 | | Hatches and Crane Equipment | | | 30,750.00 | | 30,750.00 | 21,605.00 | | 21,605.00 | | | | |
| | 2022-113 | | Ductile Iron Pipe and Accessories | | | 3,181.28 | | 3,181.28 | | | | | | | |
| | 759894 | | Electrical Stored Materials | | | 36,633.43 | | 36,633.43 | | | | | | | |
| | 94711 | | Ductile Iron Foremain Pipe | | | 184,557.08 | | 184,557.08 | 184,557.08 | | 184,557.08 | | | | |
| | 0755902-2 | | Valves | | | 116,428.37 | | 116,428.37 | 116,428.37 | | 116,428.37 | | | | |
| | 50007906312 | | Ductile Iron Pipe | | | 23,676.17 | | 23,676.17 | 23,676.17 | | 23,676.17 | | | | |
| | 50007701696 | | Rebar | | | 27,202.03 | | 27,202.03 | 27,202.03 | | 27,202.03 | | | | |
| | 50007633543 | | Rebar | | | 2,573.98 | | 2,573.98 | 2,573.98 | | 2,573.98 | | | | |
| | 50007614897 | | Rebar | | | 14,510.75 | | 14,510.75 | 14,510.75 | | 14,510.75 | | | | |
| | 990073 | | Rebar | | | 20,282.00 | | 20,282.00 | 20,282.00 | | 20,282.00 | | | | |
| | 94973 | | Gates/Valves/Fumes | | | 10,622.32 | | 10,622.32 | 10,622.32 | | 10,622.32 | | | | |
| | 0759894-2 | | Gates/Valves/Fumes | | | 135,104.83 | | 135,104.83 | 79,140.78 | | 55,964.05 | | | | |
| | 0759894-1 | | Ductile Iron Pipe | | | 89,965.26 | | 89,965.26 | 40,000.00 | | 49,965.26 | | | | |
| | 760997 | | Ductile Iron Pipe | | | 48,516.80 | | 48,516.80 | 30,000.00 | | 18,516.80 | | | | |
| | | | Ductile Iron Pipe | | | 30,341.68 | | 30,341.68 | 30,341.68 | | 30,341.68 | | | | |

Stored Materials Summary

| | | | |
|-------------|---|---------------------------|-----------|
| Owner: | City of David City | Owner's Project No.: | 251034.00 |
| Engineer: | JEO Consulting Group, Inc. | Engineer's Project No.: | NE5DAV |
| Contractor: | BIB Contractors, Inc. | Contractor's Project No.: | |
| Project: | David City Wastewater Treatment Facility Improvements | | |
| Contract: | David City Wastewater Treatment Facility Improvements | | |

| A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab) | B Supplier Invoice No. | C Submittal No. (with Specification Section No.) | D Description of Materials or Equipment Stored | Application Period: From | | | | Application Period: To | | | | M Materials Remaining in Storage (I - L) (5) |
|--|------------------------------|--|---|---|---------------------------------------|--|---|--|--|---|--|---|
| | | | | F Application No. When Materials Placed in Storage | G Previous Amount Stored (5) | H Materials Stored Amount Stored this Period (5) | I Amount Stored to Date (G + H) (5) | J Amount Previously Incorporated in the Work (5) | K Amount Incorporated in the Work this Period (5) | L Total Amount Incorporated in the Work (5) | | |
| 0757692-1 | | | Ductile Iron Pipe | | 6,545.67 | 6,545.67 | | | | 6,545.67 | | |
| 757692 | | | Ductile Iron Pipe | | 34,436.37 | 34,436.37 | | | | 34,436.37 | | |
| 8635424-01 | | | Electrical Stored Materials | | 1,893.10 | 1,893.10 | | | | 1,893.10 | | |
| 863766-00 | | | Electrical Stored Materials | | 1,344.01 | 1,344.01 | | | | 1,344.01 | | |
| 8635424-00 | | | Electrical Stored Materials | | 1,029.30 | 1,029.30 | | | | 1,029.30 | | |
| 8651209-00 | | | Electrical Stored Materials | | 249.97 | 249.97 | | | | 249.97 | | |
| 8602506-01 | | | Electrical Stored Materials | | 5,846.58 | 5,846.58 | | | | 5,846.58 | | |
| 8602506-02 | | | Electrical Stored Materials | | 18,107.44 | 18,107.44 | | | | 18,107.44 | | |
| 8634945-00 | | | Electrical Stored Materials | | 10.92 | 10.92 | | | | 10.92 | | |
| 2022-119 | | | Electrical Stored Materials | | 5,915.24 | 5,915.24 | | | | 5,915.24 | | |
| 95314 | | | Valves | | 35,962.26 | 35,962.26 | | | | 35,962.26 | | |
| 95296 | | | Valves | | 5,507.18 | 5,507.18 | | | | 5,507.18 | | |
| 95194 | | | Valves | | 64,227.99 | 64,227.99 | | | | 64,227.99 | | |
| 0760997-1 | | | Embedded Wall Pipe | | 10,490.00 | 10,490.00 | | | | 10,490.00 | | |
| 761001 | | | Embedded Wall Pipe | | 10,763.56 | 10,763.56 | | | | 10,763.56 | | |
| 759837 | | | Ductile Iron Fittings | | 14,654.75 | 14,654.75 | | | | 14,654.75 | | |
| 0760997-2 | | | Ductile Iron Pipe | | 18,735.52 | 18,735.52 | | | | 18,735.52 | | |
| 500282212134 | | | Headworks Area Rebar | | 17,661.05 | 17,661.05 | | | | 17,661.05 | | |
| 95460 | | | Generator Pad Rebar | | 5,316.85 | 5,316.85 | | | | 5,316.85 | | |
| 765559 | | | Valves | | 9,113.55 | 9,113.55 | | | | 9,113.55 | | |
| 765117 | | | Ductile Iron Pipe | | 11,022.47 | 11,022.47 | | | | 11,022.47 | | |
| 764036 | | | Ductile Iron Pipe | | 95,948.26 | 95,948.26 | | | | 95,948.26 | | |
| 764437 | | | Ductile Iron Pipe | | 22,291.21 | 22,291.21 | | | | 22,291.21 | | |
| 0764836-1 | | | Ductile Iron Pipe | | 2,800.00 | 2,800.00 | | | | 2,800.00 | | |
| 764846 | | | Ductile Iron Pipe | | 9,449.42 | 9,449.42 | | | | 9,449.42 | | |
| 0765117-2 | | | Ductile Iron Pipe | | 21,007.67 | 21,007.67 | | | | 21,007.67 | | |
| 863766-01 | | | Electrical Stored Materials | | 21,792.38 | 21,792.38 | | | | 21,792.38 | | |
| 8635424-02 | | | Electrical Stored Materials | | 6,180.00 | 6,180.00 | | | | 6,180.00 | | |
| 8635424-03 | | | Electrical Stored Materials | | 9,419.62 | 9,419.62 | | | | 9,419.62 | | |
| 8635424-04 | | | Electrical Stored Materials | | 5,327.55 | 5,327.55 | | | | 5,327.55 | | |
| 866003-00 | | | Electrical Stored Materials | | 20,413.00 | 20,413.00 | | | | 20,413.00 | | |
| 8602506-03 | | | Electrical Stored Materials | | 4,119.52 | 4,119.52 | | | | 4,119.52 | | |
| 8650334-02 | | | Electrical Stored Materials | | 8,910.00 | 8,910.00 | | | | 8,910.00 | | |
| 8650334-01 | | | Electrical Stored Materials | | 5,317.25 | 5,317.25 | | | | 5,317.25 | | |
| NECOL256197 | | | Electrical Stored Materials | | 31,315.00 | 31,315.00 | | | | 31,315.00 | | |
| 79795 | | | Electrical Stored Materials | | 32,956.00 | 32,956.00 | | | | 32,956.00 | | |
| 12251 | | | HOA Progress Billing | | 301.18 | 301.18 | | | | 301.18 | | |
| 27665 | | | Submersible Pumps | | 270.00 | 270.00 | | | | 270.00 | | |
| 0174897-IN | | | Pool | | 227,884.60 | 227,884.60 | | | | 227,884.60 | | |
| 0765117-5 | | | Pipe and Fittings | | 432,500.00 | 432,500.00 | | | | 432,500.00 | | |
| 0765117-4 | | | Pipe and Fittings | | 19,110.00 | 19,110.00 | | | | 19,110.00 | | |
| 0760997-3 | | | Pipe and Fittings | | 9,402.29 | 9,402.29 | | | | 9,402.29 | | |
| 0765117-3 | | | Pipe and Fittings | | 39,726.61 | 39,726.61 | | | | 39,726.61 | | |
| 766259 | | | Pipe and Fittings | | 6,442.13 | 6,442.13 | | | | 6,442.13 | | |
| 764818 | | | Pipe and Fittings | | 26,616.12 | 26,616.12 | | | | 26,616.12 | | |
| 95755 | | | Valves | | 578.28 | 578.28 | | | | 578.28 | | |
| | | | Valves | | 21,663.44 | 21,663.44 | | | | 21,663.44 | | |
| | | | Valves | | 25,146.59 | 25,146.59 | | | | 25,146.59 | | |
| | | | Valves | | 33,531.00 | 33,531.00 | | | | 33,531.00 | | |

Stored Materials Summary

| | |
|---------------------------|---|
| Owner: | City of David City |
| Engineer: | JEO Consulting Group, Inc. |
| Contractor: | BRB Contractors, Inc. |
| Project: | David City Wastewater Treatment Facility Improvements |
| Contract: | David City Wastewater Treatment Facility Improvements |
| Owner's Project No.: | |
| Engineer's Project No.: | 251034.00 |
| Contractor's Project No.: | NE3DAV |

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

| A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab) | B Supplier Invoice No. | C Submittal No. (with Specification Section No.) | D Description of Materials or Equipment Stored | E Storage Location | F Application No. When Materials Placed in Storage | G 10/22/25 | | H 11/24/25 | | I Amount Stored to Date (G + H) (\$) | J Amount Previously Incorporated in the Work (\$) | K Amount Incorporated in the Work this Period (\$) | L Total Amount Incorporated in the Work (J + K) (\$) | M Materials Remaining in Storage (L - I) (\$) |
|--|------------------------------|--|---|-----------------------|---|-----------------------------------|--------------------------------------|--------------------------------------|---|--|---|--|---|--|
| | | | | | | Previous Amount Stored (\$) | Amount Stored this Period (\$) | Amount Stored this Period (\$) | Amount Incorporated in the Work this Period (\$) | | | | | |
| 8635424-05 | | | Electrical Stored Materials | | | 306.20 | 306.20 | 306.20 | 306.20 | 306.20 | 306.20 | 306.20 | 306.20 | - |
| 8658653-00 | | | Electrical Stored Materials | | | 1,335.00 | 1,335.00 | 1,335.00 | 1,335.00 | 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 | 373.10 | 373.10 | 373.10 | 373.10 | - |
| 8684471-00 | | | Electrical Stored Materials | | | 266.93 | 266.93 | 266.93 | 266.93 | 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 | 2,328.26 | 2,328.26 | 2,328.26 | 2,328.26 | - |
| 8635424-06 | | | Electrical Stored Materials | | | 12,514.95 | 12,514.95 | 12,514.95 | 12,514.95 | 12,514.95 | 12,514.95 | 12,514.95 | 12,514.95 | - |
| 8792 | | | Grit Pump | | | 23,395.00 | 23,395.00 | 23,395.00 | 23,395.00 | 23,395.00 | 23,395.00 | 23,395.00 | 23,395.00 | 6,514.95 |
| 29452 | | | Handrail | | | 12,300.00 | 12,300.00 | 12,300.00 | 12,300.00 | 12,300.00 | 12,300.00 | 12,300.00 | 12,300.00 | 12,300.00 |
| 568 | | | HVAC Air Conditioners | | | 16,920.00 | 16,920.00 | 16,920.00 | 16,920.00 | 16,920.00 | 16,920.00 | 16,920.00 | 16,920.00 | 16,920.00 |
| 0765117-7 | | | Pipe and Fittings | | | 2,528.22 | 2,528.22 | 2,528.22 | 2,528.22 | 2,528.22 | 2,528.22 | 2,528.22 | 2,528.22 | 2,528.22 |
| 766417 | | | Piping System/Ball Valves | | | 3,112.76 | 3,112.76 | 3,112.76 | 3,112.76 | 3,112.76 | 3,112.76 | 3,112.76 | 3,112.76 | 3,112.76 |
| 770080 | | | Pipe and Fittings | | | 4,184.11 | 4,184.11 | 4,184.11 | 4,184.11 | 4,184.11 | 4,184.11 | 4,184.11 | 4,184.11 | 4,184.11 |
| 765579 | | | Pipe and Fittings | | | 33,920.76 | 33,920.76 | 33,920.76 | 33,920.76 | 33,920.76 | 33,920.76 | 33,920.76 | 33,920.76 | 33,920.76 |
| 0057750-N | | | Sand/Oh Trap | | | 10,900.00 | 10,900.00 | 10,900.00 | 10,900.00 | 10,900.00 | 10,900.00 | 10,900.00 | 10,900.00 | 10,900.00 |
| 29678 | | | Ladders | | | 8,250.00 | 8,250.00 | 8,250.00 | 8,250.00 | 8,250.00 | 8,250.00 | 8,250.00 | 8,250.00 | 8,250.00 |
| 769915 | | | Pipe and Fittings | | | 17,343.56 | 17,343.56 | 17,343.56 | 17,343.56 | 17,343.56 | 17,343.56 | 17,343.56 | 17,343.56 | 17,343.56 |
| 1045830 | | | Aqua Aerobics SBR Equipment | | | 254,849.56 | 254,849.56 | 254,849.56 | 254,849.56 | 254,849.56 | 254,849.56 | 254,849.56 | 254,849.56 | 254,849.56 |
| 1046952 | | | Aqua Aerobics SBR Equipment | | | 703,753.84 | 703,753.84 | 703,753.84 | 703,753.84 | 703,753.84 | 703,753.84 | 703,753.84 | 703,753.84 | 703,753.84 |
| 24105-18070 | | | Bar Screen | | | 127,871.00 | 127,871.00 | 127,871.00 | 127,871.00 | 127,871.00 | 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 | 82,368.00 | 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 | 12,200.28 | 12,200.28 | 12,200.28 | 12,200.28 | 12,200.28 | 12,200.28 |
| 1046371 | | | Aqua Aerobics SBR Equipment | | | 56,029.84 | 56,029.84 | 56,029.84 | 56,029.84 | 56,029.84 | 56,029.84 | 56,029.84 | 56,029.84 | 56,029.84 |
| 440099 | | | Precast Manholes | | | 6,829.90 | 6,829.90 | 6,829.90 | 6,829.90 | 6,829.90 | 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 | 6,367.98 | 6,367.98 | 6,367.98 | 6,367.98 | 6,367.98 |
| 1046768 | | | Aqua Aerobic Equipment | | | 456,848.92 | 456,848.92 | 456,848.92 | 456,848.92 | 456,848.92 | 456,848.92 | 456,848.92 | 456,848.92 | 456,848.92 |
| 1046711 | | | Aqua Aerobic Equipment | | | 4,266.73 | 4,266.73 | 4,266.73 | 4,266.73 | 4,266.73 | 4,266.73 | 4,266.73 | 4,266.73 | 4,266.73 |
| 769540 | | | Pipe and Fittings | | | 10,912.32 | 10,912.32 | 10,912.32 | 10,912.32 | 10,912.32 | 10,912.32 | 10,912.32 | 10,912.32 | 10,912.32 |
| 777143 | | | Pipe and Fittings | | | 9,368.08 | 9,368.08 | 9,368.08 | 9,368.08 | 9,368.08 | 9,368.08 | 9,368.08 | 9,368.08 | 9,368.08 |
| 5030735331 | | | Blower Room Rebar | | | 4,203.29 | 4,203.29 | 4,203.29 | 4,203.29 | 4,203.29 | 4,203.29 | 4,203.29 | 4,203.29 | 4,203.29 |
| 50119391 | | | Doors and Frames | | | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 |
| 1047062 | | | Aqua Aerobic Equipment | | | 75,103.16 | 75,103.16 | 75,103.16 | 75,103.16 | 75,103.16 | 75,103.16 | 75,103.16 | 75,103.16 | 75,103.16 |
| 12687 | | | Instrumentation Equipment | | | 55,490.40 | 55,490.40 | 55,490.40 | 55,490.40 | 55,490.40 | 55,490.40 | 55,490.40 | 55,490.40 | 55,490.40 |
| 97508 | | | Slide Gates | | | 277,359.52 | 277,359.52 | 277,359.52 | 277,359.52 | 277,359.52 | 277,359.52 | 277,359.52 | 277,359.52 | 277,359.52 |
| 777559 | | | Ductile Iron Pipe and Fittings (SBR) | | | 33,415.07 | 33,415.07 | 33,415.07 | 33,415.07 | 33,415.07 | 33,415.07 | 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 | 7,835.01 | 7,835.01 | 7,835.01 | 7,835.01 | 7,835.01 | 7,835.01 |
| 077559-1 | | | Ductile Iron Pipe and Fittings (SBR) | | | 17,352.34 | 17,352.34 | 17,352.34 | 17,352.34 | 17,352.34 | 17,352.34 | 17,352.34 | 17,352.34 | 17,352.34 |
| 30706 | | | Misc Steel | | | 81,605.00 | 81,605.00 | 81,605.00 | 81,605.00 | 81,605.00 | 81,605.00 | 81,605.00 | 81,605.00 | 81,605.00 |
| 12743 | | | Motor Control Centers and Drives | | | 438,253.00 | 438,253.00 | 438,253.00 | 438,253.00 | 438,253.00 | 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 | 22,576.82 | 22,576.82 | 22,576.82 | 22,576.82 | 22,576.82 | 22,576.82 |
| 97966 | | | Grit Removal System | | | 227,316.00 | 227,316.00 | 227,316.00 | 227,316.00 | 227,316.00 | 227,316.00 | 227,316.00 | 227,316.00 | 227,316.00 |
| 6 | | | Ductile Iron Pipe and Fittings | | | 6,995.20 | 6,995.20 | 6,995.20 | 6,995.20 | 6,995.20 | 6,995.20 | 6,995.20 | 6,995.20 | 6,995.20 |
| 6 | | | Ductile Iron Pipe and Fittings | | | 5,131.29 | 5,131.29 | 5,131.29 | 5,131.29 | 5,131.29 | 5,131.29 | 5,131.29 | 5,131.29 | 5,131.29 |
| 6 | | | Ductile Iron Pipe and Fittings | | | 93,081.78 | 93,081.78 | 93,081.78 | 93,081.78 | 93,081.78 | 93,081.78 | 93,081.78 | 93,081.78 | 93,081.78 |
| 6 | | | Ductile Iron Pipe and Fittings | | | 11,821.88 | 11,821.88 | 11,821.88 | 11,821.88 | 11,821.88 | 11,821.88 | 11,821.88 | 11,821.88 | 11,821.88 |
| 6 | | | 14" SBR Pipe | | | 4,492.31 | 4,492.31 | 4,492.31 | 4,492.31 | 4,492.31 | 4,492.31 | 4,492.31 | 4,492.31 | 4,492.31 |
| PN100191 | | | Doors and Frames | | | 16,637.14 | 16,637.14 | 16,637.14 | 16,637.14 | 16,637.14 | 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 | 4,925.00 | 4,925.00 | 4,925.00 | 4,925.00 | 4,925.00 |
| 781551 | | | Ductile Iron Pipe and Fittings | | | 12,310.45 | 12,310.45 | 12,310.45 | 12,310.45 | 12,310.45 | 12,310.45 | 12,310.45 | 12,310.45 | 12,310.45 |
| 0785422-1 | | | Ductile Iron Fittings (Blower) | | | 9,229.73 | 9,229.73 | 9,229.73 | 9,229.73 | 9,229.73 | 9,229.73 | 9,229.73 | 9,229.73 | 9,229.73 |
| Totals | | | | | | \$ 7,038,091.55 | \$ 7,038,091.55 | \$ 7,038,091.55 | \$ 7,038,091.55 | \$ 7,038,091.55 | \$ 7,038,091.55 | \$ 7,038,091.55 | \$ 7,038,091.55 | \$ 7,038,091.55 |

Council Member Keith Marvin made a motion to Table the Pay Application No. 1 (Final) for Maguire Iron, Inc. in the amount of \$245,250.00 for the 2025 Water Tower Repainting, to the January 14, 2025, City Council Meeting. Council Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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

Council Member Bruce Meysenburg made a motion to approve Pay Application No. 2 & Final for Rutjens Construction in the amount of \$38,251.00 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.

Council Member Bruce Meysenburg made a motion to accept the certificate of substantial completion for Rutjens Construction, Inc. 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.

(Space Intentionally Left Blank)

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:

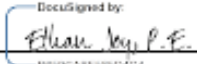
Adjustment of final quantities installed for the 7th Street Water Main Project.

Attachments:

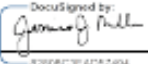
None.

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

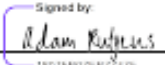
Recommended by Engineer (if required)

By: 
DocuSigned by: Ethan Jay P.E. 1859CA8F985D4C4
 Title: Project Manager
 Date: 12/3/2025

Authorized by Owner


DocuSigned by: James J. Miller 32288C3E4257404
 Title: Mayor
 Date: 12/17/2025

Accepted by Contractor

By: 
Signed by: Adam Rutjens 1E078807E1974A5
 Title: Vice President
 Date: 12/3/2025

Approved by Funding Agency (if applicable)

N/A

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 \$ 361,817.00 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) | \$ 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

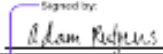
The undersigned Contractor certifies, to the best of its knowledge, the following:

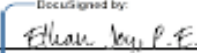
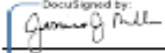
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(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 Funding Agency</p> <p>By: <u>N/A</u></p> <p>Title: _____</p> <p>Date: _____</p> | <p>Approved by Owner</p> <p>By: <u></u></p> <p>Title: <u>Mayor</u></p> <p>Date: <u>12/17/2025</u></p> <p>By: <u>N/A</u></p> <p>Title: _____</p> <p>Date: _____</p> |
|--|--|

| Progress Estimate - Unit Price Work | | | | | | | | | | | | Contractor's Application for Payment | | | |
|--|---|---|-------|----------------------------|--|--------------------------------|---|--|--|--|--------------------------------|--|--|--|--|
| Owner: City of David City Engineer: JEO Consulting Group, Inc. Contractor: Ruffens Construction, Inc. 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 | | | | | | | | | | | | Owner's Project No.: 231471.00 Engineer's Project No.: Contractor's Project No.: | | | |
| Application No.: 2 & Final | | Application Period: From 11/01/25 to 11/12/25 | | Application Date: 11/18/25 | | | | | | | | | | | |
| Bid Item No. | Description | Item Quantity | Units | 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) (\$) | | | |
| | | | | Unit Price (\$) | Value of Work Completed to Date (E X G) (\$) | | 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 | 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, RJ, Directionally Bored | 1,808 | LF | 82.00 | 148,256.00 | 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 | 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 | 2,515.00 | 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" Tee, MJ | 4 | EA | 885.00 | 3,540.00 | 3,540.00 | 4.00 | 3,540.00 | | 3,540.00 | 100% | - | | | |
| 10 | 6" 90° Bend, MJ | 2 | EA | 515.00 | 1,030.00 | 1,030.00 | 2.00 | 1,030.00 | | 1,030.00 | 100% | - | | | |
| 11 | 4" 90° Bend, MJ | 6 | EA | 495.00 | 2,970.00 | 2,970.00 | 6.00 | 2,970.00 | | 2,970.00 | 100% | - | | | |
| 12 | 8" 45° Bend, MJ | 2 | EA | 613.00 | 1,226.00 | 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 | 36.00 | 8,280.00 | | 8,280.00 | 100% | - | | | |
| 19 | 1" Corporation Stop | 36 | EA | 250.00 | 9,000.00 | 9,000.00 | 36.00 | 9,000.00 | | 9,000.00 | 100% | - | | | |
| 20 | 1" Curb Stop | 31 | EA | 300.00 | 9,300.00 | 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 | 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 | 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 | 1,296.00 | 25,920.00 | | 25,920.00 | 100% | - | | | |
| 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 | 36.00 | 6,300.00 | | 6,300.00 | 100% | - | | | |
| 26 | Remove Pavement | 110 | SY | 13.00 | 1,430.00 | 1,430.00 | 110.00 | 1,430.00 | | 1,430.00 | 100% | - | | | |
| 27 | 7" Concrete Pavement | 110 | SY | 89.00 | 9,790.00 | 9,790.00 | 110.00 | 9,790.00 | | 9,790.00 | 100% | - | | | |
| 28 | Remove driveway | 75 | SY | 13.00 | 975.00 | 975.00 | 75.00 | 975.00 | | 975.00 | 100% | - | | | |
| 29 | 5" Concrete Driveway | 75 | SY | 87.00 | 6,525.00 | 6,525.00 | 75.00 | 6,525.00 | | 6,525.00 | 100% | - | | | |
| 30 | Remove Concrete Sidewalk | 1,300 | SF | 2.00 | 2,600.00 | 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 | 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 | 1,000.00 | 1.00 | 1,000.00 | | 1,000.00 | 100% | - | | | |
| 33 | Temporary Traffic Control Measures | 1 | LS | 1,215.00 | 1,215.00 | 1,215.00 | 1.00 | 1,215.00 | | 1,215.00 | 100% | - | | | |
| Group B - Fire Hydrants | | | | | | | | | | | | | | | |
| 1 | 6" Fire Hydrant Assembly | 4 | EA | 9,674.00 | 39,496.00 | 39,496.00 | 4.00 | 39,496.00 | | 39,496.00 | 100% | - | | | |
| | | | | Original Contract Total: | | \$ 380,566.00 | | \$ 380,566.00 | | \$ 380,566.00 | 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>F. Alan Jay, P.E.</u> (Authorized signature) | By: | <small>DocuSigned by:</small> <u>Gammery P. Hill</u> Owner (Authorized Signature) | By: | <small>Signed by:</small> <u>Richard Rutjens</u> Contractor (Authorized Signature) |
| Title: | <u>Project Manager</u> | Title: | <u>Mayor</u> | Title: | <u>Vice President</u> |
| Date: | <u>12/3/2025</u> | Date: | <u>12/17/2025</u> | Date: | <u>12/3/2025</u> |



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

Council Member Kevin Woita made a motion to approve Pay Application No. 10 (Final) to Municipal Pipe Tool Company in the amount of \$11,407.27 for the South Area Sewer Rehabilitation. 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.



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

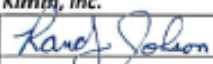

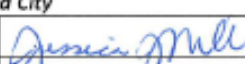
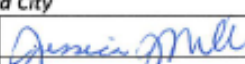
VEENSTRA & KIMM, INC.

Randy Johnson, P.E.
6476
Enclosures



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 | \$39,917.50 |
| 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 | \$1,024.00 | \$0.00 |
| 1.29 | Point Repair No. 9 | EA | 1.00 | 0.00 | 0.00 | \$1,024.00 | \$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 | 100.00 | 90.00 | 98.00 | \$90.00 | \$8,820.00 |
| 1.32 | Grout Service Connection | EA | 100.00 | 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 |
| CD1 1.33 | Manhole, 48" Dia | EA | 0.00 | 1.00 | 1.00 | \$14,610.00 | \$14,610.00 |
| CD1 2.1 | PCC Pavement | SY | 0.00 | 50.00 | 126.00 | \$100.80 | \$12,700.80 |
| CD1 2.2 | Hot Mix Asphalt | SY | 0.00 | 125.00 | 0.00 | \$117.60 | \$0.00 |
| CD1 2.3 | 8" Sanitary Sewer Televising | LF | 0.00 | 923.00 | 936.00 | \$1.00 | \$936.00 |
| CD1 2.4 | 8" Sanitary Sewer Cleaning | LF | 0.00 | 923.00 | 936.00 | \$2.00 | \$1,872.00 |
| CD1 2.5 | 8" Sanitary Sewer Cured-in-Place Pipe | LF | 0.00 | 923.00 | 936.00 | \$36.00 | \$33,696.00 |
| CD1 2.6 | Point Repair No. 10 | EA | 0.00 | 1.00 | 1.00 | \$8,531.25 | \$8,531.25 |
| CD1 2.7 | Point Repair No. 11 | EA | 0.00 | 0.00 | 0.00 | \$8,531.25 | \$0.00 |
| CD1 2.8 | Point Repair No. 12 | EA | 0.00 | 0.00 | 0.00 | \$8,531.25 | \$0.00 |
| CD1 2.9 | Heavy Cleaning / Root Cutting | LF | 0.00 | 488.00 | 0.00 | \$5.00 | \$0.00 |
| CD1 2.10 | Reinstate Service Connection | EA | 0.00 | 21.00 | 16.00 | \$90.00 | \$1,440.00 |
| CD1 2.11 | Grout Service Connection | EA | 0.00 | 21.00 | 12.00 | \$500.00 | \$6,000.00 |
| CD1 2.12 | Trim Protruding Service, Clay or PVC | EA | 0.00 | 2.00 | 0.00 | \$368.00 | \$0.00 |
| CD2 1.35 | Compaction and PCC Testing | LS | 0.00 | 1.00 | 1.00 | \$2,000.00 | \$2,000.00 |
| CD2 2.15 | Point Repair No. 11 Add Manhole | EA | 0.00 | 1.00 | 1.00 | \$17,275.50 | \$17,275.50 |
| CD2 2.14 | Point Repair No. 12 Add Manhole | EA | 0.00 | 1.00 | 1.00 | \$19,195.00 | \$19,195.00 |
| CD3 3.01 | Chain Link Fence | LF | 0.00 | 0.00 | 0.00 | \$37.90 | \$0.00 |
| CD4 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 |
| Note: The amount \$11,407.27 is recommended for approval for payment in accordance with the terms of the Contract. Note: The amount \$63,268.27 (retainage) is recommended for approval for payment 30 days after final acceptance. | | | |
| 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: | | Contractor: | |
| Veenstra & Kimm, Inc. | | 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 |  | Signature |  |
| Name | Jessica Miller | Name | Jessica Miller |
| Title | Mayor | Title | Mayor |
| Date | 12-10-25 | Date | 12-10-25 |

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 *Jessica Miller*

Title Project Engineer

Title Mayor

Date Certificate Filed:

Date Accepted:

 12/9/2025

 12-10-25

Mayor Jessica Miller opened the Public Hearing at 7:48 p.m. concerning an Existing Community Development Block Grant Tourism Development (CDBG-TD) Project benefiting the Bone Creek Art Museum.

Andrew Allen of Southeast Nebraska Development District (SEND) introduced himself. Andrew Allen read to the council the following Public Hearing notice:



P.O. Box 191
490 E Street
David City, NE 68632

Phone: (402) 367-3135
FAX: (402) 367-3125
Website: www.davidcityne.com

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, December 10, 2025, at or soon after 7:00 P.M.** at the City Hall, 490 E Street, David City, NE 68632, the City of David City will hold a public hearing concerning an existing Community Development Block Grant Tourism Development (CDBG-TD) project benefitting the Bone Creek Art Museum.

The City of David City received \$433,000 in CDBG funds for renovation to the Ford Building - Bone Creek Museum of Agrarian Art located at 312 N 5th St, David City, Nebraska, including improving ADA accessibility and related improvements to the newly acquired Bone Creek Museum facility for low- to moderate-income elderly persons and people with disabilities. CDBG funds were used on the following activities: #03E Neighborhood Facilities \$400,000; #03E Construction Management \$8,000; and #21A General Administration \$25,000 for a total of \$433,000. The total project construction cost was \$633,428.19, of which \$433,000 was funded by CDBG dollars. The City of David City provided the remaining costs of the project totaling \$200,428.19. The project satisfied the national objective for Limited Clientele Activities (LMC).

All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding this project. Written and oral testimony will also be accepted at the public hearing scheduled for 7 p.m., Wednesday, December 10, 2025 at the City Hall located at 490 E Street, David City, NE 68632. Written comments addressed to Raiko Martinez at 490 E Street will be accepted if received on or before Friday, December 5, 2025.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact Raiko Martinez at 490 E Street or (402) 367-3135 no later than Friday, December 5, 2025. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that a 3-day notice is received by the City of David City.

Mayor Jessica Miller asked the public if they had any questions or comments to make about the public hearing, hearing no comments, the Public Hearing was closed at 7:50 p.m.

Council Member Keith Marvin made a motion to approve the Community Development Block Grant Tourism Development (CDBG-TD) project benefiting the Bone Creek Art Museum as being satisfied by the National Objective for Limited Clientele Activities (LMC). 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.

After the November 12, 2025, City Council meeting, Staff and our City Attorney discussed the Backhoe and the proper way to handle getting a new backhoe and having the used backhoe as trade-in. It was determined to follow procedures and protocol set for in the Municipal Code Book to go out for bids to get the best options for a new Backhoe with trade-in of the used Backhoe.

Council Member Bruce Meysenburg made a motion to approve advertising for bids for a new Backhoe with trade-in of the used Case 580SN Backhoe. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council Member Keith Marvin introduced Ordinance No. 1522 updating the Electric Rates. Mayor Jessica Miller read Ordinance No. 1522 by title.

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

Council Member Keith Marvin made a motion to pass and approve Ordinance No. 1522 updating the Electric Rates. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

ORDINANCE NO. 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 | \$0.1200 | First 1,000 kWh, per kWh |
| \$0.1075 | \$0.0975 | Next 1,000 kWh, per kWh |
| \$0.0975 | \$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.

Jessica Miller, Mayor

Lori Matchett, Deputy City Clerk

Council Member Bruce Meysenburg introduced 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. Mayor Jessica Miller read Ordinance No. 1523 by title.

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

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

ORDINANCE NO. 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

Council Member Bruce Meysenburg introduced Ordinance No. 1524 allowing changes in David City Municipal Code to allow for consistent language and application of affected ordinances to correct a Scrivener's error. Mayor Jessica Miller read Ordinance No. 1524 by title.

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

Council Member Bruce Meysenburg made a motion to pass and approve Ordinance No. 1524 allowing changes in the David City Municipal Code to allow for consistent language and application of the affected ordinances to correct a Scrivener's error. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

ORDINANCE NO. 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

Council Member Kevin Woita introduced Ordinance No. 1525 amending Chapter 4 of the David City Municipal Code to regulate the use of Lawnmowers and Tractors within the City. Mayor Jessica Miller read Ordinance No. 1525 by title.

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

Council Member Keith Marvin made a motion to pass and approve Ordinance No. 1525 amending Chapter 4 of the David City Municipal Code to regulate the use of Lawnmowers and Tractors within the City. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

ORDINANCE NO. 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

Newly appointed City Clerk Lori Matchett presented to the Council the uncollectable accounts and explained that the accounts that have been deemed uncollectable have been turned over to a collection agency to further pursue for collection, the balances of the accounts need to be authorized to be written off during our audit, with Council approval of the uncollected balance they will be written off our books, but the collection agencies will continue to pursue the Clientele for payment. The total amount deemed uncollectable for 2025 was \$2,076.88.

| Utility Bills to be Written Off as per 2024-2025 Audit | | | | | | | | | | | | | | |
|--|---------------|-------------------|----------|---------------|---------------|-------------|---------------|--------------|---------------|-------------|---------------|--------------|-----------------|--------|
| Acct. No. | Customer Name | Due Date | Of Bill | Electric | Penalty | Return | | Electric | | Water | | Sewer | Grand | |
| | | | | | | Check Fee | Disc. Charge | Tax | Water | Tax | Sewer | Tax | | |
| | | | | | | | | | | | | | Total | |
| 7-1021 | | Final Bill | 3/1/2024 | 52.38 | 10.23 | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 62.61 |
| | | | | 52.38 | 10.23 | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 62.61 |
| 9-1402 | | Final Bill | 2/1/2024 | 19.72 | 4.35 | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24.07 |
| | | | | 19.72 | 4.35 | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24.07 |
| 5-656 | | Final Bill | 8/1/2024 | 20.88 | 2.09 | | | 0.00 | 1.57 | 0.91 | 0.00 | 31.70 | 2.38 | 59.53 |
| | | | | 20.88 | 2.09 | | | 0.00 | 1.57 | 0.91 | 0.00 | 31.70 | 2.38 | 59.53 |
| 3-444 | | Final Bill | 5/1/2024 | 132.78 | 11.48 | | | 0.00 | 9.96 | 0.00 | 0.00 | 36.21 | 0.00 | 190.43 |
| | | | | 132.78 | 11.48 | | | 0.00 | 9.96 | 0.00 | 0.00 | 36.21 | 0.00 | 190.43 |
| 6-976 | | | 6/1/2024 | | 0.73 | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.73 |
| | | | 7/1/2024 | 121.28 | 12.13 | | | 9.10 | 75.25 | 0.00 | 36.91 | 2.77 | 257.44 | |
| | | Final Bill | 8/1/2024 | 75.43 | 7.54 | | | 60.00 | 5.66 | 37.13 | 0.00 | 36.91 | 2.77 | 225.44 |
| | | | | 196.71 | 20.40 | | | 60.00 | 14.76 | 112.38 | 0.00 | 73.82 | 5.54 | 483.61 |
| 7-1096 | | | 7/1/2024 | 104.13 | 10.41 | | | 0.00 | 7.81 | 44.25 | 0.00 | 28.15 | 2.11 | 196.86 |
| | | Final Bill | 8/1/2024 | 39.96 | 4.00 | | | 0.00 | 3.00 | 31.43 | 0.00 | 28.15 | 2.11 | 108.65 |
| | | | | 144.09 | 14.41 | | | 0.00 | 10.81 | 75.68 | 0.00 | 56.30 | 4.22 | 305.51 |
| 9-1390 | | Final Bill | 5/1/2024 | 47.57 | 7.28 | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.85 |
| | | | | 47.57 | 7.28 | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54.85 |
| 6-911 | | | 3/1/2024 | 56.47 | 9.76 | | | 0.00 | 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 | 21.60 | 2,076.88 | |

Council Member Kevin Woita made a motion to approve removal of unpaid utility bills for the 2024-2025 fiscal year deemed as uncollectable totaling \$2,076.88. Council Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

Council Member Bruce Meysenburg made a motion to enter closed session at 8:07 p.m. for the protection of the public interest to discuss litigation, personnel and contracts. 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.

Mayor Jessica Miller stated, "Now, at 8:07 p.m., we are going into closed session to discuss litigations, personnel and contracts." Mayor Jessica Miller, all the Council Members, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, and City Clerk Lori Matchett went into closed session at 8:14 p.m. City Attorney David Levy joined the closed session via phone.

Council Member Jim Angell made a motion to reconvene in open session at 8:29 p.m. 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.

Council Member Rick Holland made a motion to adjourn the meeting at 8:30 p.m. 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.



CERTIFICATION OF MINUTES
December 10, 2025

I, Lori Matchett, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of December 10, 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, City Clerk

Check Approval List - Council

January 14, 2026

Page # 1

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Account Description</u> | <u>Amount</u> |
|---------------------------------|--|----------------------------|---------------|
| SALES TAX | | | |
| JEO CONSULTING GROUP | Services | WATER SYSTEM IMPR | \$15,185.00 |
| | | Total SALES TAX | \$15,185.00 |
| GENERAL | | | |
| AMAZON CAPITAL SERVICES | Supplies | OFFICE SUPPLIES, PO | \$184.23 |
| APPLIED CONNECTIVE TECHNOLOGIE | Service | REPAIR & MAINT: OFFI | \$682.96 |
| BAIRD HOLM LLP | Attorney Fees | ATTORNEYS FEES | \$10,476.80 |
| BAIRD HOLM LLP | Attorney Fees | NUISANCE PROPERTI | \$118.00 |
| COLUMN SOFTWARE PBC | Publication Notices | PRINTING & PUBLISHI | \$306.34 |
| DAVID CITY ACE HARDWARE | Supplies | OFFICE SUPPLIES, PO | \$132.11 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES & WAGES: F | \$2,409.15 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: OVERTIME | \$644.49 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: ADMINISTR | \$1,377.65 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: MAYOR, CI | \$1,075.00 |
| DAVID CITY PAYROLL ACCOUNT | 401 A Portion | RETIREMENT PLAN | \$582.40 |
| DAVID CITY PAYROLL ACCOUNT | Health Insurance | GROUP INSURANCE | \$5,027.25 |
| DAVID CITY UTILITIES | Utilities bills for Museum, Ball Fields, Socce | UTILITIES | \$75.53 |
| DEMON DECALS | 2026 Golf Cart/ATV/UTV Tags | OFFICE SUPPLIES, PO | \$125.00 |
| HOMETOWN LEASING | Lease Payment | CAPITAL OUTLAY- OFF | \$235.20 |
| LEAGUE OF NEBR. MUNICIPALITIES | Registration | MTGS, SCHOOL, TRAV | \$820.00 |
| LINCOLN NATIONAL LIFE INSURANCE | Employee Life Insurance and LTD Insuranc | GROUP INSURANCE | \$14.65 |
| LINCOLN NATIONAL LIFE INSURANCE | Employee Life Insurance and LTD Insuranc | DISABILITY INSURANC | \$29.44 |
| QUILL CORPORATION | Supplies | OFFICE SUPPLIES, PO | \$123.12 |
| SPARQDATA SOLUTIONS | Subscription | SUBSCRIPTION FEES | \$4,250.00 |
| STAPLES | Supplies | OFFICE SUPPLIES, PO | \$104.27 |
| TIME MANAGEMENT SYSTEMS, INC. | Monthly Software Subscription & Support | SUBSCRIPTION FEES | \$96.75 |
| U.S. POSTAL SERVICE | Postage for Postage Meter | OFFICE SUPPLIES, PO | \$250.00 |
| WASTE CONNECTIONS OF NE | Garbage Service | REPAIR & MAINTENAN | \$17.09 |
| | | Total GENERAL | \$29,157.43 |
| BUILDING PERMIT FUND | | | |
| APPLIED CONNECTIVE TECHNOLOGIE | Service | MISCELLANEOUS | \$103.33 |
| COLUMN SOFTWARE PBC | Publication Notices | PRINTING & PUBLISHI | \$14.73 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: PART-TIME | \$6,613.75 |
| DAVID CITY PAYROLL ACCOUNT | 401 A Portion | RETIREMENT PLAN | \$305.67 |
| NEBRASKA DEPT. OF REVENUE | Sales Tax - November 2025 | MISCELLANEOUS | \$18.19 |
| NORTHSIDE INC. | Fuel, Service | FUEL | \$37.70 |
| U.S. POSTAL SERVICE | Postage for Postage Meter | OFFICE SUPPLIES, PO | \$250.00 |
| | | Total BUILDING PERMIT FUND | \$7,343.37 |
| CREATIVE DISTRICT | | | |
| BUTLER PUBLIC POWER DISTRICT | Electric Service - Airport | UTILITIES | \$30.25 |
| | | Total CREATIVE DISTRICT | \$30.25 |
| VARIOUS PURPOSE BOND | | | |
| BOKF, NATIONAL ASSOCIATION | Bonds | BOND - INTEREST PAY | \$17,693.75 |
| | | Total VARIOUS PURPOSE BOND | \$17,693.75 |
| SOCIAL SECURITY FUND | | | |
| DAVID CITY PAYROLL ACCOUNT | | REMITTANCES TO IRS | \$6,939.00 |
| | | Total SOCIAL SECURITY FUND | \$6,939.00 |
| TAX INCREMENT FINANC | | | |
| BAIRD HOLM LLP | Attorney Fees | ATTORNEYS FEES | \$2,376.00 |
| | | Total TAX INCREMENT FINANC | \$2,376.00 |

Check Approval List - Council

January 14, 2026

Page # 2

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Account Description</u> | <u>Amount</u> |
|---------------------------------|---|----------------------------|---------------|
| STREET | | | |
| AKRS EQUIPMENT | Parts | REPAIR & MAINT: EQU | \$329.08 |
| APPLIED CONNECTIVE TECHNOLOGIE | Service | REPAIR & MAINT: OFFI | \$176.33 |
| BROTHERS EQUIPMENT | Supplies | SMALL EQUIP / VEHICL | \$16,658.00 |
| BUTLER COUNTY WELDING | Parts | REPAIR & MAINTENAN | \$33.00 |
| BUTLER COUNTY WELDING | Parts | REPAIR & MAINT: EQU | \$81.76 |
| BUTLER COUNTY WELDING | Parts | SUPPLIES: SHOP & SM | \$82.72 |
| CENTRAL SAND & GRAVEL CO. | Road Gravel | MATERIALS: GRAVEL | \$956.69 |
| CINTAS | Supplies | SAFETY EXPENSES | \$129.69 |
| DAVID CITY ACE HARDWARE | Supplies | SAFETY EXPENSES | \$9.73 |
| DAVID CITY ACE HARDWARE | Supplies | REPAIR & MAINT: EQU | \$34.98 |
| DAVID CITY ACE HARDWARE | Supplies | SUPPLIES: SHOP & SM | \$66.97 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES & WAGES: F | \$19,145.77 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: OVERTIME | \$956.82 |
| DAVID CITY PAYROLL ACCOUNT | 401 A Portion | RETIREMENT PLAN | \$1,186.21 |
| DAVID CITY PAYROLL ACCOUNT | Health Insurance | GROUP INSURANCE | \$1,047.36 |
| DAVID CITY UTILITIES | VOIP Phone Services | UTILITIES | \$20.25 |
| DIVERSIFIED DRUG TESTING | Random drug tests | SAFETY EXPENSES | \$43.00 |
| JACKSON SERVICES, INC. | Supplies | SUPPLIES: SHOP & SM | \$78.17 |
| JEO CONSULTING GROUP | Services | CONTRACT LABOR | \$17,228.00 |
| JEO CONSULTING GROUP | Services | DRAINAGE (STORM SE | \$2,849.00 |
| JEO CONSULTING GROUP | Services | CAP. IMP.: REPAIR/MAI | \$21,626.75 |
| KRIVANEK CONSTRUCTION | Service | DRAINAGE (STORM SE | \$9,710.00 |
| 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 |
| MARTIN MARIETTA MATERIALS | Supplies | MATERIALS: ASPHALT | \$2,667.06 |
| MICHAEL TODD INDUSTRIAL SUPPLY | Supplies | TRAFFIC CONTROL: SI | \$597.30 |
| MID-AMERICAN RESEARCH CHEMICA | Supplies, materials | REPAIR & MAINT: EQU | \$214.00 |
| MIDWEST SERVICE & SALES CO. | Parts and Supplies | REPAIR & MAINT: EQU | \$1,669.07 |
| MURPHY TRACTOR & EQUIPMENT CO | Parts | REPAIR & MAINT: EQU | \$948.50 |
| NATIONAL SIGN COMPANY | Barricade | TRAFFIC CONTROL: SI | \$678.63 |
| NORTHSIDE INC. | Fuel, Service | TIRES & TIRE REPAIR | \$89.60 |
| NORTHSIDE INC. | Fuel, Service | FUEL: SNOW REMOVA | \$577.33 |
| NSG LOGISTICS, LLC | Road Salt | SNOW & ICE CHEMICA | \$1,933.01 |
| REHMER AUTO PARTS | Parts and Supplies | REPAIR & MAINT: EQU | \$129.90 |
| RERUCHA AG AND AUTO SUPPLY | Parts | SUPPLIES: SHOP & SM | \$85.66 |
| STEAGER LAWN SERVICE | Snow Removal, Ice Melt | SNOW & ICE CHEMICA | \$2,646.00 |
| STEAGER STORAGE LLC | Annual Rent | MISCELLANEOUS | \$2,593.70 |
| SYPAL'S TREE SERVICE | Tree removal | TREE REMOVAL EXPE | \$1,250.00 |
| U.S. POSTAL SERVICE | Postage for Postage Meter | OFFICE SUPPLIES, PO | \$250.00 |
| VANDENBERG ELECTRIC & COMMUNI | Material, labor | REPAIR & MAINTENAN | \$1,052.26 |
| VERIZON WIRELESS | Wireless Service | UTILITIES | \$40.01 |
| WASTE CONNECTIONS OF NE | Garbage Service | REPAIR & MAINTENAN | \$66.92 |
| WINDSTREAM | Telephone Service | UTILITIES | \$65.66 |
| NICK ZRUST | Supplies | REPAIR & MAINT: EQU | \$843.99 |
| | | Total STREET | \$110,887.15 |
| POLICE DEPARTMENT | | | |
| AMAZON CAPITAL SERVICES | Supplies | CLOTHING | \$185.39 |
| AMAZON CAPITAL SERVICES | Supplies | PRINTING & PUBLISHI | \$19.95 |
| AMAZON CAPITAL SERVICES | Supplies | SAFETY EXPENSES | \$109.28 |
| AMAZON CAPITAL SERVICES | Supplies | REPAIR & MAINT: EQU | \$295.86 |
| AMAZON CAPITAL SERVICES | Supplies | REPAIR & MAINT: OFFI | \$110.39 |
| AMAZON CAPITAL SERVICES | Supplies | MISCELLANEOUS | \$229.95 |
| APPLIED CONNECTIVE TECHNOLOGIE | Service | REPAIR & MAINT: OFFI | \$270.71 |
| AXON ENTERPRISE INC. | Taser 7 Certification Bundle | SUBSCRIPTION FEES | \$3,461.64 |
| BAIRD HOLM LLP | Attorney Fees | ATTORNEYS FEES | \$1,028.50 |
| DAVID CITY ACE HARDWARE | Supplies | MISCELLANEOUS | \$22.58 |
| DAVID CITY ACE HARDWARE | Supplies | OFFICE SUPPLIES, PO | \$119.97 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES & WAGES: F | \$33,409.81 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: CLERICAL | \$1,891.53 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: PART-TIME | \$2,638.27 |
| DAVID CITY PAYROLL ACCOUNT | 401 A Portion | RETIREMENT PLAN | \$1,127.06 |
| DAVID CITY PAYROLL ACCOUNT | Health Insurance | GROUP INSURANCE | \$7,226.68 |

Check Approval List - Council

January 14, 2026

Page # 3

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Account Description</u> | <u>Amount</u> |
|---------------------------------|--|----------------------------|-----------------|
| POLICE DEPARTMENT | | | |
| DAVID CITY UTILITIES | VOIP Phone Services | UTILITIES | \$48.75 |
| DIVERSIFIED DRUG TESTING | Random drug tests | SAFETY EXPENSES | \$55.00 |
| HARTMAN AUTO REPAIR | Vehicle Maintenance | VEHICLE - REPAIR & M | \$708.67 |
| JONESGROUP | Bond Renewal - Schnell, Betzen, Reed | SUBSCRIPTION FEES | \$300.00 |
| 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 |
| MID-STATES ORGANIZED CRIME | 2026 Membership | SUBSCRIPTION FEES | \$100.00 |
| NANCY A. KRENK LLC | Service | CONTRACT LABOR | \$80.00 |
| PCAN | Renewal of membership - Schnell | SUBSCRIPTION FEES | \$120.00 |
| RADAR SHOP | Recertification | SUBSCRIPTION FEES | \$430.00 |
| REHMER AUTO PARTS | Parts and Supplies | REPAIR & MAINTENAN | \$54.40 |
| SACK LUMBER COMPANY | Supplies, materials | REPAIR & MAINTENAN | \$169.99 |
| STEAGER STORAGE LLC | Annual Rent | MISCELLANEOUS | \$864.57 |
| VERIZON WIRELESS | Wireless Service | UTILITIES | \$207.36 |
| VERIZON WIRELESS | Wireless Service | UTILITIES | <u>\$504.39</u> |
| | | Total POLICE DEPARTMENT | \$55,852.78 |
| SWIMMING POOL | | | |
| BLACK HILLS ENERGY | | UTILITIES | \$420.64 |
| DAVID CITY ACE HARDWARE | Supplies | REPAIR & MAINT - BLD | \$19.99 |
| PER MAR SECURITY SERVICES | Service | REPAIR & MAINT: EQU | \$3,190.20 |
| WINDSTREAM | Telephone Service | UTILITIES | <u>\$147.26</u> |
| | | Total SWIMMING POOL | \$3,778.09 |
| PARK | | | |
| DAVID CITY ACE HARDWARE | Supplies | REPAIR & MAINT - BLD | \$72.14 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES & WAGES: F | \$4,416.99 |
| DAVID CITY PAYROLL ACCOUNT | 401 A Portion | RETIREMENT PLAN | \$479.71 |
| DAVID CITY UTILITIES | VOIP Phone Services | UTILITIES | \$40.25 |
| GEMPLER'S | Materials, supplies | REPAIR & MAINT - BLD | \$133.97 |
| NEBRASKA DEPT. OF REVENUE | Sales Tax - November 2025 | SALES TAX REMITTAN | \$20.66 |
| NEBRASKA DEPT. OF REVENUE | Lodging Tax - November 2025 | SALES TAX REMITTAN | \$13.77 |
| REHMER AUTO PARTS | Parts and Supplies | VEHICLE - REPAIR & M | \$47.37 |
| RERUCHA AG AND AUTO SUPPLY | Parts | VEHICLE - REPAIR & M | \$47.88 |
| SACK LUMBER COMPANY | Supplies, materials | REPAIR & MAINT - BLD | \$429.86 |
| SLOUP LAWN CARE | Herbicide Application | REPAIR & MAINT - BLD | \$3,375.00 |
| VERIZON WIRELESS | Wireless Service | UTILITIES | \$53.66 |
| WASTE CONNECTIONS OF NE | Garbage Service | REPAIR & MAINT - BLD | \$66.93 |
| WOOLSEY ELECTRIC | Service | REPAIR & MAINT - BLD | <u>\$311.90</u> |
| | | Total PARK | \$9,510.09 |
| RECREATION PROGRAM | | | |
| APPLIED CONNECTIVE TECHNOLOGIE | Service | REPAIR & MAINT: EQU | \$15.13 |
| AQUINAS HIGH SCHOOL | Fall 2025 Concession Stand Payout | MISCELLANEOUS | \$354.84 |
| BUTLER CO AGRICULTURAL SOCIETY | Lease Agreement | MISCELLANEOUS | \$2,000.00 |
| DAVID CITY HIGH SCHOOL | Fall 2025 Concession Stand Payout | MISCELLANEOUS | \$1,817.39 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES & WAGES: F | \$5,030.08 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: OVERTIME | \$21.44 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: PART-TIME | \$15.80 |
| DAVID CITY PAYROLL ACCOUNT | 401 A Portion | RETIREMENT PLAN | \$297.17 |
| DAVID CITY PAYROLL ACCOUNT | Health Insurance | GROUP INSURANCE | \$1,675.75 |
| DAVID CITY UTILITIES | Utilities bills for Museum, Ball Fields, Socce | UTILITIES | \$177.84 |
| DAVID CITY UTILITIES | Utilities bills for Museum, Ball Fields, Socce | UTILITIES | \$348.64 |
| 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 |
| WILLIAM REITER | Mileage | MTGS, SCHOOL, TRAV | \$6.98 |
| SLOUP LAWN CARE | Herbicide Application | CONTRACT LABOR | \$3,375.00 |
| U.S. POSTAL SERVICE | Postage for Postage Meter | OFFICE SUPPLIES, PO | \$250.00 |
| WASTE CONNECTIONS OF NE | Garbage Service | REPAIR & MAINTENAN | <u>\$62.05</u> |
| | | Total RECREATION PROGRAM | \$15,457.69 |

Check Approval List - Council

January 14, 2026

Page # 4

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Account Description</u> | <u>Amount</u> |
|---------------------------------|---|----------------------------|--------------------|
| LIBRARY | | | |
| AMERICAN EXPRESS | Supplies | REPAIR & MAINTENAN | \$64.00 |
| AMERICAN EXPRESS | Supplies | REPAIR & MAINT: EQU | \$634.38 |
| AMERICAN EXPRESS | Supplies | PROGRAMS, ETC. | \$42.31 |
| AMERICAN EXPRESS | Supplies | OFFICE SUPPLIES, PO | \$97.44 |
| AMERICAN EXPRESS | Supplies | BOOKS, MAGAZINES, | \$660.57 |
| APPLIED CONNECTIVE TECHNOLOGIE | Service | REPAIR & MAINT: EQU | \$142.64 |
| BLACK HILLS ENERGY | | UTILITIES | \$60.55 |
| CHARTER COMMUNICATIONS | Digital Phone and Roadrunner | UTILITIES | \$105.00 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: PART-TIME | \$9,654.90 |
| DAVID CITY PAYROLL ACCOUNT | 401 A Portion | RETIREMENT PLAN | \$318.83 |
| DAVID CITY UTILITIES | VOIP Phone Services | UTILITIES | \$40.00 |
| FIREPLACE & KITCHEN CENTER INC | General Maintenance | REPAIR & MAINTENAN | \$173.00 |
| HOMETOWN LEASING | Lease Payment | PRINTING & PUBLISHI | \$59.50 |
| M & O PRODUCTS | Library Door Repair | REPAIR & MAINTENAN | \$367.50 |
| MIDWEST TAPE | Digital Content | BOOKS, MAGAZINES, | \$789.01 |
| STEAGER LAWN SERVICE | Snow Removal, Ice Melt | REPAIR & MAINTENAN | \$295.00 |
| WASTE CONNECTIONS OF NE | Garbage Service | REPAIR & MAINTENAN | \$17.09 |
| | | Total LIBRARY | <u>\$13,521.72</u> |
| RV CAMPGROUND | | | |
| DAVID CITY ELECTRIC DEPT. | Electric Service - December 2025 | UTILITIES | \$702.00 |
| NEBRASKA DEPT. OF REVENUE | Sales Tax - November 2025 | SALES TAX REMITTAN | \$219.56 |
| NEBRASKA DEPT. OF REVENUE | Lodging Tax - November 2025 | SALES TAX REMITTAN | \$19.60 |
| WASTE CONNECTIONS OF NE | Garbage Service | REPAIR & MAINT - BLD | \$133.85 |
| WOOLSEY ELECTRIC | Service | REPAIR & MAINT - BLD | <u>\$237.90</u> |
| | | Total RV CAMPGROUND | \$1,312.91 |
| AUDITORIUM | | | |
| APPLIED CONNECTIVE TECHNOLOGIE | Service | REPAIR & MAINT: EQU | \$102.20 |
| DAVID CITY ACE HARDWARE | Supplies | REPAIR & MAINTENAN | \$70.30 |
| DAVID CITY ELECTRIC DEPT. | Electric Service - December 2025 | UTILITIES | \$3,201.70 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES & WAGES: F | \$8,919.47 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: OVERTIME | \$314.72 |
| DAVID CITY PAYROLL ACCOUNT | Health Insurance | GROUP INSURANCE | \$1,571.04 |
| DAVID CITY WATER DEPARTMENT | Water Service - December 19, 2025 | UTILITIES | \$224.38 |
| GRAINGER | Materials | REPAIR & MAINTENAN | \$151.89 |
| JACKSON SERVICES, INC. | Supplies | REPAIR & MAINTENAN | \$64.22 |
| 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 |
| MID-AMERICAN RESEARCH CHEMICA | Supplies, materials | REPAIR & MAINTENAN | \$208.50 |
| PLUNKETTS PEST CONTROL | General Pest Control | REPAIR & MAINTENAN | \$144.44 |
| REHMER AUTO PARTS | Parts and Supplies | REPAIR & MAINT: EQU | \$391.90 |
| WASTE CONNECTIONS OF NE | Garbage Service | REPAIR & MAINTENAN | <u>\$66.92</u> |
| | | Total AUDITORIUM | \$15,457.04 |
| AIRPORT | | | |
| BUTLER PUBLIC POWER DISTRICT | Electric Service - Airport | UTILITIES | \$591.51 |
| CITY OF DAVID CITY | Credit Card Charges | SUBSCRIPTION FEES | \$29.63 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES & WAGES: F | \$995.19 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: OVERTIME | \$8.60 |
| DAVID CITY WATER DEPARTMENT | Water Service - December 19, 2025 | UTILITIES | \$28.50 |
| DC DOOR COMPANY | Services | REPAIR & MAINT - BLD | \$365.00 |
| H2 EQUIPMENT | Service | REPAIR & MAINT - BLD | \$8,249.00 |
| NORTHSIDE INC. | Fuel, Service | SAFETY EXPENSES | \$187.53 |
| REHMER AUTO PARTS | Parts and Supplies | REPAIR & MAINT: EQU | \$7.17 |
| U. S. CELLULAR | Service - Phone and Data Service | UTILITIES | <u>\$68.76</u> |
| | | Total AIRPORT | \$10,530.89 |

Check Approval List - Council

January 14, 2026

Page # 5

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Account Description</u> | <u>Amount</u> |
|---------------------------------|--|------------------------------|-----------------------|
| ELECTRIC SYSTEM | | | |
| AMAZON CAPITAL SERVICES | Supplies | REPAIR & MAINT: EQU | \$6.86 |
| AMAZON CAPITAL SERVICES | Supplies | OFFICE SUPPLIES | \$90.80 |
| AMAZON CAPITAL SERVICES | Supplies | SHOP & SMALL TOOLS | \$19.69 |
| APPLIED CONNECTIVE TECHNOLOGIE | IT Services | REPAIR & MAINTENAC | \$988.46 |
| BORDER STATES INDUSTRIES, INC. | Materials | SAFETY EXPENSES | \$321.86 |
| BUTLER PUBLIC POWER DISTRICT | Subtransmission line and transformation ch | POWER PURCHASES: | \$30,720.32 |
| CINTAS | Supplies | SAFETY EXPENSES | \$15.93 |
| CLEARFLY | VOIP Phone Services | UTILITIES | \$211.38 |
| COLUMN SOFTWARE PBC | General Legal Notice | PRINTING & PUBLISHI | \$18.52 |
| DAVID CITY ACE HARDWARE | Supplies | VEHICLES: REPAIR & | \$32.24 |
| DAVID CITY ACE HARDWARE | Supplies | REPAIR & MAINTENAC | \$21.64 |
| DAVID CITY ACE HARDWARE | Supplies | SHOP & SMALL TOOLS | \$56.06 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES & WAGES: F | \$46,198.50 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: OVERTIME | \$2,384.15 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: ADMINIST | \$2,755.29 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: CLERICAL | \$8,580.66 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: MAYOR, CI | \$430.00 |
| DAVID CITY PAYROLL ACCOUNT | | RETIREMENT PLAN | \$2,806.15 |
| DAVID CITY PAYROLL ACCOUNT | Health Insurance | GROUP INSURANCE | \$4,765.48 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: INSURANC | \$88.75 |
| DAVID CITY PAYROLL ACCOUNT | Social Security Remittance | SOCIAL SECURITY RE | \$4,451.43 |
| DAVID CITY UTILITIES | Credit Card Charges | SUBSCRIPTION FEES | \$539.09 |
| DIDIER'S GROCERY, INC. | Supplies | SHOP & SMALL TOOLS | \$37.46 |
| DIVERSIFIED DRUG TESTING LLC | Annual Membership | SAFETY EXPENSES | \$43.00 |
| ELSTER SOLUTIONS, LLC | 2024 Annual SMA Renewal | METER MAINT. CONTR | \$41,184.54 |
| GENERAL FUND | In Lieu of Tax and Occupation Fee | IN-LIEU-OF-TAX REMIT | \$11,665.83 |
| GENERAL FUND | In Lieu of Tax and Occupation Fee | OCCUPATION FEE TO | \$15,260.47 |
| JEO CONSULTING GROUP, INC | General Engineering | CAP. IMPROVE - SYST | \$4,145.00 |
| JK ENERGY CONSULTING, LLC | Service | REPAIR & MAINTENAC | \$225.00 |
| LINCOLN NATIONAL LIFE INSURANCE | Employee Life Insurance and LTD Insuranc | GROUP INSURANCE | \$20.51 |
| LINCOLN NATIONAL LIFE INSURANCE | Employee Life Insurance and LTD Insuranc | DISABILITY INSURANC | \$59.24 |
| NANCY A. KRENK LLC | Service | CONTRACT LABOR | \$770.00 |
| NEBRASKA DEPT. OF REVENUE | Use Tax | SALES TAX REMITTAN | \$13,093.13 |
| NEBRASKA DEPT. OF REVENUE | Use Tax | OFFICE SUPPLIES | \$39.51 |
| NEBRASKA PUBLIC POWER DISTRICT | Service for November, 2025 | POWER PURCHASES: | \$328,453.77 |
| NEBRASKA PUBLIC POWER DISTRICT | Gloves Tested & Lab Fee | SAFETY EXPENSES | \$77.50 |
| NEBRASKA PUBLIC POWER DISTRICT | Service for December, 2025 | POWER PURCHASES: | \$410,080.14 |
| ONE CALL CONCEPTS, INC. | Locate Requests | SUBSCRIPTION FEES | \$13.69 |
| POSTMASTER | | OFFICE SUPPLIES | \$104.46 |
| REHMER AUTO PARTS | Parts and Supplies | VEHICLES: REPAIR & | \$644.53 |
| REHMER AUTO PARTS | Parts and Supplies | REPAIR & MAINTENAC | \$30.75 |
| REHMER AUTO PARTS | Parts and Supplies | SHOP & SMALL TOOLS | \$322.49 |
| STEAGER LAWN SERVICE | Snow removal, ice melt | CONTRACT LABOR | \$445.00 |
| STEAGER LAWN SERVICE | Snow removal, ice melt | REPAIR & MAINT - BLD | \$120.00 |
| TIME MANAGEMENT SYSTEMS, INC. | Monthly Software Subscription & Support | SUBSCRIPTION FEES | \$32.26 |
| VERIZON WIRELESS | Wireless Phone Service | UTILITIES | \$287.08 |
| WASTE CONNECTIONS OF NE | Garbage Service | REPAIR & MAINT - BLD | \$66.93 |
| WESCO DISTRIBUTION | Materials, Supplies | REPAIR & MAINT:STRE | \$103.50 |
| WESCO DISTRIBUTION | Materials, Supplies | CAP. IMPROVE - SYST | \$50,363.75 |
| WESTERN AREA POWER AGENCY | Electric Service for November, 2025 | POWER PURCHASES: | \$12,836.76 |
| WESTERN AREA POWER AGENCY | Electric Service for May, 2018 | POWER PURCHASES: | \$15,675.09 |
| WINDSTREAM | Telephone Service | UTILITIES | \$914.27 |
| | | Total ELECTRIC SYSTEM | \$1,012,618.92 |
| ELECTRIC PLANT | | | |
| AMAZON CAPITAL SERVICES | Supplies | REPAIR & MAINT: EQU | \$21.51 |
| BLACK HILLS ENERGY | Natural Gas Service | GENERATING GAS | \$135.45 |
| CLEARFLY | VOIP Phone Services | UTILITIES | \$49.75 |
| CONSTELLATION ENERGY | | GENERATING GAS | \$19.56 |
| DAVID CITY WATER DEPT. | Water Service December 19, 2025 | UTILITIES | \$53.75 |
| JACKSON SERVICES, INC. | Mops, Shop Towels, Wet Mops, Bath Towel | SHOP & SMALL TOOLS | \$79.50 |
| REHMER AUTO PARTS | Parts and Supplies | SHOP & SMALL TOOLS | \$22.56 |
| WINDSTREAM | Telephone Service | UTILITIES | \$437.71 |
| | | Total ELECTRIC PLANT | \$819.79 |

Check Approval List - Council

January 14, 2026

Page # 6

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Account Description</u> | <u>Amount</u> |
|---------------------------------|--|----------------------------|-----------------|
| WATER SYSTEM | | | |
| AMAZON CAPITAL SERVICES | Supplies | SAFETY EXPENSES | \$232.38 |
| AMAZON CAPITAL SERVICES | Supplies | REPAIR & MAINTENAC | \$75.98 |
| AMAZON CAPITAL SERVICES | Supplies | OFFICE SUPPLIES | \$65.98 |
| APPLIED CONNECTIVE TECHNOLOGIE | IT Services | REPAIR & MAINT - BLD | \$502.86 |
| BAIRD HOLM LLP | Attorney Fees | ATTORNEYS FEES & L | \$2,833.00 |
| BENES SERVICE | Parts | REPAIR & MAINT: EQU | \$33.75 |
| BLACK HILLS ENERGY | Natural Gas Service | UTILITIES | \$312.71 |
| CINTAS | Supplies | SAFETY EXPENSES | \$48.70 |
| CLEARFLY | VOIP Phone Services | UTILITIES | \$74.38 |
| DALE'S FOOD PRIDE | Water | OFFICE SUPPLIES | \$15.71 |
| DAVID CITY ACE HARDWARE | Supplies | SHOP & SMALL TOOLS | \$604.20 |
| DAVID CITY ELECTRIC DEPT. | Electric Service December 19, 2025 | UTILITIES | \$12,018.12 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES & WAGES: F | \$29,270.70 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: OVERTIME | \$2,766.52 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: ADMINIST | \$1,377.65 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: CLERICAL | \$3,456.71 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: MAYOR, CI | \$322.50 |
| DAVID CITY PAYROLL ACCOUNT | | RETIREMENT PLAN | \$816.84 |
| DAVID CITY PAYROLL ACCOUNT | Health Insurance | GROUP INSURANCE | \$6,022.24 |
| DAVID CITY PAYROLL ACCOUNT | Social Security Remittance | SOCIAL SECURITY RE | \$2,670.04 |
| DAVID CITY UTILITIES | Credit Card Charges | SUBSCRIPTION FEES | \$539.09 |
| DESALITECH, INC | Supplies | REPAIR & MAINTENAC | \$1,119.72 |
| DIDIER'S GROCERY, INC. | Supplies | LAB SUPPLIES | \$14.32 |
| DIVERSIFIED DRUG TESTING LLC | Annual Membership | SAFETY EXPENSES | \$43.00 |
| ENDRESS + HAUSER | Maintenance | SUBSCRIPTION FEES | \$8,141.00 |
| WILLIAM FIALA III | Reimbursement Water Operator License | DUES, MTGS, MILEAG | \$115.00 |
| GENERAL FUND | In Lieu of Tax and Occupation Fee | OCCUPATION FEE TO | \$3,046.76 |
| GRAINGER | Supplies | CHEMICALS | \$1,352.70 |
| HAWKINS, INC. | Chemicals | CHEMICALS | \$40,544.27 |
| JOSHUA HUMAN | Reimbursement | MISCELLANEOUS | \$17.15 |
| JACKSON SERVICES, INC. | Mops, Shop Towels, Wet Mops, Bath Towel | OFFICE SUPPLIES | \$154.95 |
| JOE CONSULTING GROUP, INC | General Engineering | CAP. IMP.: ENGINEERI | \$18,978.75 |
| LINCOLN NATIONAL LIFE INSURANCE | Employee Life Insurance and LTD Insuranc | GROUP INSURANCE | \$13.62 |
| LINCOLN NATIONAL LIFE INSURANCE | Employee Life Insurance and LTD Insuranc | DISABILITY INSURANC | \$38.52 |
| MAGUIRE IRON, INC. | Service | CAP IMPROVE: LAND & | \$235,250.00 |
| MID-STATE ENGINEERING & TESTING | 2025 David City 7th Street Water Main Impr | CAP. IMP.: ENGINEERI | \$1,090.00 |
| MIDWEST LABORATORIES, INC. | supplies for testing | LABORATORY FEES | \$442.80 |
| MUNICIPAL SUPPLY, INC. | Supplies, parts, tools | SALES TAX REMITTAN | \$8,246.34 |
| NDWEE | Semi-Annual Interest and Principal Paymen | CAP. IMPROVE - SYST | \$113,219.08 |
| NEBRASKA DEPT. OF REVENUE | Use Tax | SALES TAX REMITTAN | \$1,096.63 |
| NEBRASKA DEPT. OF REVENUE | Use Tax | OFFICE SUPPLIES | \$73.21 |
| NEBRASKA DEPT. OF REVENUE | Use Tax | LAB SUPPLIES | \$122.61 |
| NEBRASKA DEPT. OF REVENUE | Use Tax | SHOP & SMALL TOOLS | \$96.53 |
| NEBRASKA PUBLIC HEALTH ENVIRON | Tests | LABORATORY FEES | \$282.00 |
| NORTHSIDE, INC. | Fuel | FUEL, OIL, GAS | \$4,803.03 |
| ONE CALL CONCEPTS, INC. | Locate Requests | SUBSCRIPTION FEES | \$13.68 |
| POSTMASTER | | OFFICE SUPPLIES | \$104.45 |
| RERUCHA AG & AUTO SUPPLY | Parts | VEHICLES: REPAIR & | \$1.89 |
| RERUCHA AG & AUTO SUPPLY | Parts | REPAIR & MAINT: EQU | \$189.30 |
| RERUCHA AG & AUTO SUPPLY | Parts | SHOP & SMALL TOOLS | \$13.02 |
| SACK LUMBER COMPANY | Supplies, parts, tools | FUEL, OIL, GAS | \$55.88 |
| SACK LUMBER COMPANY | Supplies, parts, tools | REPAIR & MAINT - BLD | \$2,746.76 |
| SACK LUMBER COMPANY | Supplies, parts, tools | REP & MAINT: WELLS | \$46.18 |
| SACK LUMBER COMPANY | Supplies, parts, tools | SHOP & SMALL TOOLS | \$1,039.47 |
| SLOUP LAWN CARE | Herbicide Application | REPAIR & MAINT - BLD | \$75.00 |
| DANIEL SOBOTA | Reimbursement | DUES, MTGS, MILEAG | \$115.00 |
| SUNBELT RENTALS, INC. | Rental | RENTALS: MISCELLAN | \$622.98 |
| TIME MANAGEMENT SYSTEMS, INC. | Monthly Software Subscription & Support | SUBSCRIPTION FEES | \$32.25 |
| USA BLUE BOOK | Supplies | REPAIR & MAINT: EQU | \$1,673.61 |
| VERIZON WIRELESS | Wireless Phone Service | UTILITIES | \$225.45 |
| WASTE CONNECTIONS OF NE | Garbage Service | REPAIR & MAINT - BLD | \$53.51 |
| WINDSTREAM | Telephone Service | UTILITIES | \$448.15 |
| WINDSTREAM | Service - Data & Internet | UTILITIES | <u>\$887.42</u> |
| | | Total WATER SYSTEM | \$510,706.05 |

Check Approval List - Council

January 14, 2026

Page # 7

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Account Description</u> | <u>Amount</u> |
|---------------------------------|--|-----------------------------------|---------------------|
| SEWER SYSTEM | | | |
| APPLIED CONNECTIVE TECHNOLOGIE | IT Services | REPAIR & MAINT: EQU | \$448.21 |
| ARPS | Supplies | REPAIR & MAINTENAC | \$751.69 |
| BAIRD HOLM LLP | Attorney Fees | ATTORNEYS FEES & L | \$1,281.21 |
| BRB CONTRACTORS INC | David City Wastewater Treatment Facility I | CAP. IMP: WWTP IMPR | \$312,316.23 |
| CINTAS | Supplies | SAFETY EXPENSES | \$136.61 |
| CLEARFLY | VOIP Phone Services | UTILITIES | \$40.25 |
| DALE'S FOOD PRIDE | Water | LAB SUPPLIES | \$1.80 |
| DAVID CITY ACE HARDWARE | Supplies | REPAIR & MAINT: EQU | \$13.37 |
| DAVID CITY ACE HARDWARE | Supplies | SHOP & SMALL TOOLS | \$10.99 |
| DAVID CITY ELECTRIC DEPT. | Electric Service December 19, 2025 | UTILITIES | \$7,364.19 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES & WAGES: F | \$10,001.22 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: OVERTIME | \$583.14 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: ADMINIST | \$1,377.64 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: CLERICAL | \$3,505.20 |
| DAVID CITY PAYROLL ACCOUNT | Employee Payroll from 11/24/2025 to 12/23 | SALARIES: MAYOR, CI | \$322.50 |
| DAVID CITY PAYROLL ACCOUNT | | RETIREMENT PLAN | \$242.67 |
| DAVID CITY PAYROLL ACCOUNT | Health Insurance | GROUP INSURANCE | \$1,989.98 |
| DAVID CITY PAYROLL ACCOUNT | Social Security Remittance | SOCIAL SECURITY RE | \$1,143.49 |
| DAVID CITY UTILITIES | Credit Card Charges | SUBSCRIPTION FEES | \$539.09 |
| GENERAL FUND | In Lieu of Tax and Occupation Fee | OCCUPATION FEE TO | \$2,328.16 |
| GPM | Service | REPAIR & MAINTENAC | \$5,200.00 |
| HILLTOP ROLLOFFS LLC | Service | RENTALS: MISCELLAN | \$375.00 |
| HTM SALES INC | Parts, Tools | REPAIR & MAINTENAC | \$7,650.00 |
| JOSHUA HUMAN | Reimbursement | CLOTHING | \$160.49 |
| JACKSON SERVICES, INC. | Mops, Shop Towels, Wet Mops, Bath Towel | OFFICE SUPPLIES | \$52.19 |
| JEO CONSULTING GROUP, INC | General Engineering | CAP. IMP.: ENGINEERI | \$24,361.25 |
| JOHNSON SERVICE COMPANY | Clean & video sewer | REPAIR & MAINTENAC | \$6,847.30 |
| 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 | Parts and Supplies | REPAIR & MAINT: EQU | \$260.77 |
| LINCOLN WINWATER WORKS | Parts and Supplies | LAB SUPPLIES | \$102.37 |
| MIDWEST LABORATORIES, INC. | supplies for testing | LABORATORY FEES | \$1,319.31 |
| NEBRASKA DEPT. OF REVENUE | Use Tax | SALES TAX REMITTAN | \$6,217.14 |
| NEBRASKA GENERATOR SERVICE LL | Service | REPAIR & MAINT: EQU | \$745.50 |
| NORTHSIDE, INC. | Fuel | FUEL FOR GENERATIO | \$1,943.21 |
| PLUNKETTS PEST CONTROL | Rodent Control Program | REPAIR & MAINT - BLD | \$1,350.00 |
| POSTMASTER | | OFFICE SUPPLIES | \$208.91 |
| REHMER AUTO PARTS | Parts and Supplies | VEHICLES: REPAIR & | \$7.52 |
| REHMER AUTO PARTS | Parts and Supplies | REPAIR & MAINTENAC | \$7.06 |
| RERUCHA AG & AUTO SUPPLY | Parts | FUEL, OIL, GAS | \$23.14 |
| RERUCHA AG & AUTO SUPPLY | Parts | REPAIR & MAINT: EQU | \$21.84 |
| SACK LUMBER COMPANY | Supplies, parts, tools | FUEL, OIL, GAS | \$51.98 |
| SACK LUMBER COMPANY | Supplies, parts, tools | REPAIR & MAINT - BLD | \$2,702.38 |
| SACK LUMBER COMPANY | Supplies, parts, tools | REPAIR & MAINTENAC | \$31.80 |
| SUNBELT RENTALS, INC. | Rental | RENTALS: MISCELLAN | \$622.99 |
| TIME MANAGEMENT SYSTEMS, INC. | Monthly Software Subscription & Support | SUBSCRIPTION FEES | \$32.24 |
| VERIZON WIRELESS | Wireless Phone Service | UTILITIES | \$40.02 |
| WASTE CONNECTIONS OF NE | Garbage Service | REPAIR & MAINT - BLD | \$117.80 |
| WINDSTREAM | Telephone Service | UTILITIES | \$319.61 |
| WINDSTREAM | Service - Data & Internet | UTILITIES | \$301.29 |
| | | Total SEWER SYSTEM | \$405,490.04 |
| SEWER LAGOON IMPROVE | | | |
| NDWEE | Semi-Annual Interest and Principal Paymen | LOAN PAYMENTS | \$43,717.14 |
| | | Total SEWER LAGOON IMPROVE | \$43,717.14 |
| WATER BOND PAYMENT A | | | |
| BOKF, NA | 2017 Water Bonds Refunding 2023 G.O. Ba | INTEREST PAYMENTS | \$23,868.75 |
| | | Total WATER BOND PAYMENT A | \$23,868.75 |

Check Approval List - Council

January 14, 2026

Page # 8

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Account Description</u> | <u>Amount</u> |
|-------------------------|----------------------------|----------------------------|----------------|
| SERVICE DEPOSITS | | | |
| ARIANA ESTRADA | Service Deposit Refund | REFUNDS (WHEN MAI | \$145.13 |
| M & W CONTRACTORS, INC | Service Deposit Refund | REFUNDS (WHEN MAI | \$213.89 |
| AUGUSTINE MEDINA | Service Deposit Refund | REFUNDS (WHEN MAI | \$260.17 |
| JIM PAVEL | Service Deposit Refund | REFUNDS (WHEN MAI | \$45.62 |
| GLADYS SHULTZ | Service Deposit Refund | REFUNDS (WHEN MAI | \$223.11 |
| STEVEN STAHMER | Service Deposit Refund | REFUNDS (WHEN MAI | \$80.78 |
| AMERICA YEVERINO | Service Deposit Refund | REFUNDS (WHEN MAI | \$268.57 |
| JULIAN YOS | Service Deposit Refund | REFUNDS (WHEN MAI | <u>\$59.75</u> |
| | | Total SERVICE DEPOSITS | \$1,297.02 |

Total Claims Allowed: \$2,310,360.87

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>22</u> | Application Date: <u>12/23/2025</u> |
| Application Period: From <u>11/25/2025</u> to <u>12/23/2025</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) | | \$ 15,869,275.92 |
| 5. Retainage | | |
| a. <u>5%</u> X <u>\$ 14,514,406.03</u> Work Completed = | | \$ 725,720.30 |
| b. <u>5%</u> X <u>\$ 1,354,869.89</u> Stored Materials = | | \$ 67,743.49 |
| c. Total Retainage (Line 5.a + Line 5.b) | | \$ 793,463.79 |
| 6. Amount eligible to date (Line 4 - Line 5.c) | | \$ 15,075,812.13 |
| 7. Less previous payments (Line 6 from prior application) | | \$ 14,763,495.90 |
| 8. Amount due this application | | \$ 312,316.23 |
| 9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c) | | \$ 2,543,364.24 |

Contractor's Certification

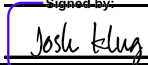
The undersigned Contractor certifies, to the best of its knowledge, the following:

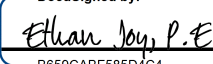
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

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

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

Contractor: BRB Contractors, Inc.

Signature:  **Date:** 12/29/2025

| | |
|---|----------------------------|
| Recommended by Engineer | Approved by Owner |
| By: <u></u> | By: _____ |
| Title: <u>Project Manager</u> | Title: <u>Mayor</u> |
| Date: <u>12/29/2025</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.: | 22 | Application Period: | From 11/25/25 to 12/23/25 | Application Date: | 12/23/25 |
|-------------------------|----|----------------------------|---------------------------|--------------------------|----------|

| A | B | C | D | | E | F | G | H | I |
|--------------------------|--|----------------------|---|------------|------------------|---------------------------------------|--|----------------------------------|--------------------------------|
| Item No. | Description | Scheduled Value (\$) | Work Completed (D + E) From Previous Application (\$) | | 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) (\$) |
| | | | | | | | | | |
| Original Contract | | | | | | | | | |
| | GENERAL SITEWORK | | | | | | - | | - |
| 1 | Mobilize | \$ 750,000.00 | 750,000.00 | | | | 750,000.00 | 100% | - |
| 2 | Bonds and Insurance | \$ 180,000.00 | 180,000.00 | | | | 180,000.00 | 100% | - |
| 3 | SWPP Items | \$ 25,000.00 | 23,500.00 | | | | 23,500.00 | 94% | 1,500.00 |
| 4 | Site Clearing | \$ 30,000.00 | 30,000.00 | | | | 30,000.00 | 100% | - |
| 5 | 12" & 16" Forcemain Piping | \$ 300,000.00 | 214,557.08 | 78,000.00 | | | 292,557.08 | 98% | 7,442.92 |
| 6 | Other Piping/Valves | \$ 1,395,000.00 | 1,023,000.00 | 135,000.00 | 116,939.83 | | 1,274,939.83 | 91% | 120,060.17 |
| 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 | 5,000.00 | | | 125,000.00 | 83% | 25,000.00 |
| 11 | Concrete Base Structure | \$ 500,000.00 | 500,000.00 | | | | 500,000.00 | 100% | - |
| 12 | Concrete Walls Structure | \$ 1,207,000.00 | 1,207,000.00 | | | | 1,207,000.00 | 100% | - |
| 13 | Concrete Floor/Deck Structure | \$ 350,000.00 | 350,000.00 | | | | 350,000.00 | 100% | - |
| 14 | Misc. Metals Furnish/Install | \$ 50,000.00 | 40,000.00 | 10,000.00 | | | 50,000.00 | 100% | - |
| 15 | Masonry Above Structure | \$ 225,000.00 | 225,000.00 | | | | 225,000.00 | 100% | - |
| 16 | Doors & Windows Furnish/Install | \$ 65,000.00 | 65,000.00 | | | | 65,000.00 | 100% | - |
| 17 | Roof Trusses Furnish/Install | \$ 45,000.00 | 45,000.00 | | | | 45,000.00 | 100% | - |
| 18 | Standing Seam Roof & Specialties | \$ 100,000.00 | 80,000.00 | | | | 80,000.00 | 80% | 20,000.00 |
| 19 | Slide Gates Furnish/Install | \$ 100,000.00 | 95,000.00 | 5,000.00 | | | 100,000.00 | 100% | - |
| 20 | Bar Screen Furnish/Install | \$ 200,000.00 | 185,000.00 | | | | 185,000.00 | 93% | 15,000.00 |
| 21 | Grit Equipment, Valves, Flumes Furnish/Install | \$ 1,300,000.00 | 755,000.00 | 285,000.00 | 96,732.08 | | 1,136,732.08 | 87% | 163,267.92 |
| 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 | - | 35,000.00 | | | 35,000.00 | 88% | 5,000.00 |
| 25 | Instrumentation & Control Work | \$ 950,000.00 | 538,253.00 | 175,000.00 | 76,175.90 | | 789,428.90 | 83% | 160,571.10 |
| 26 | Mechanical Work (both buildings) | \$ 270,000.00 | 25,000.00 | 20,000.00 | 16,920.00 | | 61,920.00 | 23% | 208,080.00 |
| 27 | Electrical Work | \$ 700,000.00 | 449,500.00 | 115,000.00 | 32,074.87 | | 596,574.87 | 85% | 103,425.13 |
| | 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 | 155,000.00 | | | | 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.: 22 **Application Period:** From 11/25/25 to 12/23/25 **Application Date:** 12/23/25

| 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 | 35,000.00 | | | 35,000.00 | 100% | - | |
| 41 | Electrical Work | \$ 50,000.00 | 14,000.00 | 11,000.00 | | 25,000.00 | 50% | 25,000.00 | |
| | NEW SBR STRUCTURE | | - | | | - | | - | |
| 42 | Excavation & Backfill | \$ 350,000.00 | 325,000.00 | 10,000.00 | | 335,000.00 | 96% | 15,000.00 | |
| 43 | SBR Concrete Base Sections | \$ 520,000.00 | 520,000.00 | | | 520,000.00 | 100% | - | |
| 44 | SBR Concrete Wall Sections | \$ 1,261,000.00 | 1,261,000.00 | | | 1,261,000.00 | 100% | - | |
| 45 | SBR Basin Equipment Aeration | \$ 1,000,000.00 | 965,000.00 | 12,000.00 | | 977,000.00 | 98% | 23,000.00 | |
| 46 | SBR Basin Equipment Pumps | \$ 50,000.00 | 48,000.00 | | | 48,000.00 | 96% | 2,000.00 | |
| 47 | Misc. Metals Furnish/Install | \$ 40,000.00 | - | 22,000.00 | 12,568.95 | 34,568.95 | 86% | 5,431.05 | |
| 48 | Painting Work | \$ 15,000.00 | 15,000.00 | | | 15,000.00 | 100% | - | |
| 49 | Electrical Work | \$ 50,000.00 | 37,295.00 | 5,000.00 | | 42,295.00 | 85% | 7,705.00 | |
| | BLOWER BUILDING MODIFICATIONS | | - | | | - | | - | |
| 50 | Concrete Floor/Wall Demolition | \$ 15,000.00 | 15,000.00 | | | 15,000.00 | 100% | - | |
| 51 | Excavation & Backfill | \$ 15,000.00 | 15,000.00 | | | 15,000.00 | 100% | - | |
| 52 | New Concrete Floor and Blower Bases | \$ 35,000.00 | 32,000.00 | | | 32,000.00 | 91% | 3,000.00 | |
| 53 | New Masonry Wall/Misc. Infill | \$ 7,500.00 | 7,500.00 | | | 7,500.00 | 100% | - | |
| 54 | Furnish & Install Doors | \$ 7,500.00 | 7,500.00 | | | 7,500.00 | 100% | - | |
| 55 | Furnish & Install New/Existing SBR Blowers | \$ 400,000.00 | 400,000.00 | | | 400,000.00 | 100% | - | |
| 56 | Painting Work | \$ 20,000.00 | 20,000.00 | | | 20,000.00 | 100% | - | |
| 57 | Instrumentation & Control Work | \$ 150,000.00 | 141,000.00 | | | 141,000.00 | 94% | 9,000.00 | |
| 58 | Electrical Work | \$ 100,000.00 | 93,625.00 | 3,000.00 | | 96,625.00 | 97% | 3,375.00 | |
| | 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.: 22 **Application Period:** From 11/25/25 to 12/23/25 **Application Date:** 12/23/25

| 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 | \$ 12,975,739.08 | \$ 926,000.00 | \$ 1,354,869.89 | \$ 15,256,608.97 | 90% | \$ 1,625,391.03 |

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.: | | 22 | | Application Period: | | From 11/25/25 | | to 12/23/25 | | Application Date: | | 12/23/25 | |
|---|------------------------------|--|---|-----------------------|---|--|---|--|---|--|---|--|---|
| A Item No. (Lump Sum Tab or Bid Item No. (Unit Price Tab) | B Supplier Invoice No. | C Submittal No. (with Specification Section No.) | D Description of Materials or Equipment Stored | E Storage Location | F Application No. When Materials Placed in Storage | G Materials Stored | | | H Incorporated in Work | | | M Materials Remaining in Storage (I - L) (\$) | |
| | | | | | | I Previous Amount Stored (\$) | J Amount Stored this Period (\$) | K Amount Stored to Date (G + H) (\$) | L Amount Previously Incorporated in the Work (\$) | M Amount Incorporated in the Work this Period (\$) | N 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 | 3,170.72 | | - |
| | 27693 | | HME Shop Drawings | | | 6,675.00 | | 6,675.00 | 6,643.95 | 31.05 | 6,675.00 | | - |
| | 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 | | Project Manager | | | 15,132.60 | | 15,132.60 | 14,000.00 | 1,132.60 | 15,132.60 | | - |
| | 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 | 1,975.74 | | - |
| | 0756281-1 | | Ductile Iron Pipe and Accessories | | | 10,440.99 | | 10,440.99 | 1,830.82 | 8,610.17 | 10,440.99 | | - |
| | 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 | 128,612.31 | | 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 | 25.00 | 20,025.00 | | - |
| | 0174120-IN | | Hatches and Crane Equipment | | | 30,750.00 | | 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 | 3,181.29 | | - |
| | 2022-113 | | Electrical Stored Materials | | | 36,633.43 | | 36,633.43 | 19,681.02 | 16,952.41 | 36,633.43 | | - |
| | 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 | 135,104.83 | | 135,104.83 | | - |
| | 0759894-2 | | Ductile Iron Pipe | | | 89,965.26 | | 89,965.26 | 89,965.26 | | 89,965.26 | | - |
| | 0759894-1 | | Ductile Iron Pipe | | | 48,516.80 | | 48,516.80 | 48,516.80 | | 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

| | | | |
|--------------------|---|----------------------------------|-----------|
| 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.: | | 22 | | Application Period: From | | 11/25/25 | | to | | 12/23/25 | | Application Date: | | 12/23/25 | |
|---|------------------------------|--|---|--------------------------|---|-----------------------------------|--------------------------------------|---|--|---|--|--|---|----------|--|
| A Item No. (Lump Sum Tab or Bid Item No. (Unit Price Tab) | B Supplier Invoice No. | C Submittal No. (with Specification Section No.) | D Description of Materials or Equipment Stored | E Storage Location | F Application No. When Materials Placed in Storage | G Materials Stored | | | H Incorporated in Work | | | M 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 | 35,962.26 | | 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 | 5,413.00 | 20,413.00 | | - | | |
| | 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 | 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 | 113,824.10 | 227,884.60 | | - | | |
| | 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.: | | 22 | | Application Period: | | From 11/25/25 to 12/23/25 | | Application Date: | | 12/23/25 | | |
|---|-------------------------|---|--|---------------------|--|-----------------------------------|--------------------------------------|---|--|---|--|---|
| 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 | - | 7,000.00 | 7,000.00 | 5,300.00 |
| | 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 | 2,528.22 | - |
| | 766417 | | Piping System/Ball Valves | | | 3,112.76 | | 3,112.76 | - | 3,112.76 | 3,112.76 | - |
| | 770080 | | Pipe and Fittings | | | 4,184.11 | | 4,184.11 | - | 4,184.11 | 4,184.11 | - |
| | 765579 | | Pipe and Fittings | | | 33,920.76 | | 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 | 17,343.56 | - |
| | 1045880 | | Aqua Aerobics SBR Equipment | | | 254,849.56 | | 254,849.56 | 250,000.00 | | 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 | - | 7,718.29 | 7,718.29 | 3,194.03 |
| | 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 | - |
| | 50113091 | | Doors and Frames | | | 30,000.00 | | 30,000.00 | 30,000.00 | | 30,000.00 | - |
| | 1047062 | | Aqua Aerobic Equipment | | | 75,103.16 | | 75,103.16 | 75,103.16 | | 75,103.16 | - |
| | 12687 | | Instrumentation Equipment | | | 55,490.40 | | 55,490.40 | - | 55,490.40 | 55,490.40 | - |
| | 97508 | | Slide Gates | | | 277,359.52 | | 277,359.52 | 80,000.00 | | 197,359.52 | 277,359.52 |
| | 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 | 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 | 17,000.00 | 50,975.00 | 30,630.00 |
| | 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 | 105,000.00 | | 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 | 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 | 8,310.45 | 12,310.45 | - |
| | 0785422-1 | | Ductile Iron Fittings (Blower) | | | 9,229.73 | | 9,229.73 | 1,318.53 | 7,911.20 | 9,229.73 | - |
| | | | | | | | | | | | | |

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.: | | 22 | | Application Period: From | | 11/25/25 | | to | | 12/23/25 | | Application Date: | | 12/23/25 | | | | | |
|--|-------------------------|---|--|--------------------------|--|-----------------------------------|--------------------------------------|---|--|---|--------------|--|---|----------|------------|----|--------------|----|--------------|
| 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 | | | Total Amount Incorporated in the Work (J + K) (\$) | 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 (\$) | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| Totals | | | | | | \$ | 7,038,091.55 | \$ | - | \$ | 7,038,091.55 | \$ | 5,070,975.58 | \$ | 612,246.08 | \$ | 5,683,221.66 | \$ | 1,354,869.89 |

CHANGE ORDER NO.: 8

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.:
 Project: **Wastewater Treatment Facility Improvements**
 Contract Name:
 Date Issued: **1/9/2026** Effective Date of Change Order: **1/14/2026**

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

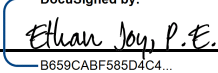
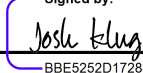
Description:

This Change Order will incorporate the modifications outlined in Work Change Directive No. 10, No. 11, No. 12, No. 13, No. 16, and No. 18. These WCD's include a change in contract price to provide modifications to the force main and grading at the Headworks site to provide sufficient flood protection, modifications to the electrical installation per comments included in the Peer Review completed by JEO, and modifications to the ceiling of the headworks building. Additionally, the change in contract price was provided to modify the grading around the SBR basins to allow for easier maintenance by staff, and modifications to the HAVC in the blower building to provide proper cooling in the building. WCD No. 10 also includes a change in contract times to extend the contract twenty-eight (28) days. Additional descriptions for the work included in this Change Order can be referenced in the attached WCD's.

Attachments:

- 1 **WCD No. 10 - Headworks Site and Forcemain Modifications**
- 2 **WCD No. 11 – Electrical Modifications**
- 3 **WCD No. 12 – Headworks Ceiling Modifications**
- 4 **WCD No. 13 – Electrical Modifications Part 2**
- 5 **WCD No. 16 – SBR Grading Modifications**
- 6 **WCD No. 18 – Blower Building HVAC Modifications**

| Change in Contract Price | Change in Contract Times |
|--|---|
| Original Contract Price: \$ <u>16,882,000.00</u> | Original Contract Times: Substantial Completion: <u>3/31/2026</u> Ready for final payment: <u>7/31/2026</u> |
| Net change from previously approved Change Orders No. 1 to No. 7: \$ <u>576,155.23</u> | Net change from previously approved Change Orders 1 to No. 6: Substantial Completion: <u>32 days</u> Ready for final payment: <u>32 days</u> |
| Contract Price prior to this Change Order: \$ <u>17,483,474.50</u> | Contract Times prior to this Change Order: Substantial Completion: <u>5/2/2026</u> Ready for final payment: <u>9/1/2026</u> |
| Net change for this Change Order: \$ <u>557,215.22</u> | Net change for this Change Order: Substantial Completion: <u>28 days</u> Ready for final payment: <u>28 days</u> |
| Contract Price incorporating this Change Order: \$ <u>18,015,370.45</u> | Contract Times with all approved Change Orders: Substantial Completion: <u>5/30/2026</u> Ready for final payment: <u>9/29/2026</u> |

| | |
|---|---|
| <p>Recommended by Engineer (if required)</p> <p>By: <u></u> <small>B659CABF585D4C4...</small> Title: <u>Project Manager</u></p> <p>Date: <u>1/9/2026</u></p> | <p>Authorized by Owner</p> <p>_____ Mayor</p> |
| <p>Accepted by Contractor</p> <p>By: <u></u> <small>BBE5252D1728416...</small> Title: <u>Project Manager</u></p> <p>Date: <u>1/9/2026</u></p> | <p>Approved by Funding Agency (if applicable)</p> <p>_____ N/A</p> |

EJCDC® C 941, Change Order.

| Change Order Estimate - Lump Sum Work | | |
|---|--|---|
| JEO Project Name: Wastewater Treatment Facility Improvements | | JEO Project Number: 251034.00 |
| Owner: City of David City | | Change Order Number: 8 |
| Contractor: BRB Contractors, Inc. | | Effective Date: January 14, 2026 |
| Item | | Change Order Information |
| Specification Section No. | Description | Scheduled Value |
| | WCD No. 10 - Headworks Site and Force Main Modifications | \$225,416.26 |
| | WCD No. 11 - Electrical Modifications | \$155,464.12 |
| | WCD No. 12 – Headworks Ceiling Modifications | \$12,265.35 |
| | WCD No. 13 - Electrical Modifications Part 2 | \$75,378.00 |
| | WCD No. 16 - SBR Grading Modifications | \$52,195.89 |
| | WCD No. 18 - Blower Building HVAC Modifications | \$36,495.60 |
| | | \$0.00 |
| | | \$0.00 |
| | | \$0.00 |
| | | \$0.00 |
| | | \$0.00 |
| | | \$0.00 |
| | | \$0.00 |
| | | \$0.00 |
| | | \$0.00 |
| Total: | | \$557,215.22 |



12/4/2025

To JEO and the City of David City,

Per WCD #10 on 10/23/2025, BRB was asked to provide pricing for modifying the grading plan at the east site of the wastewater treatment facility as part of ongoing construction. This change of conditions is to assist in providing flood protection in the low-lying area. A description of the modifications is provided in the attached work change directive.

The work will take an additional four weeks to complete, and the total price of these modifications as drawn would be \$225,416.26. The breakdown of costs is as follows:

- Remove the RCP/inlets as listed below: (\$11,782.92)
- Modify riprap (less used with less RCP): (\$1,641.95)
- Additional gravel/rock needed as part of these modifications: \$10,090.49
 - o This assumes that crushed concrete is available from the city on site to use for the bottom 5" of the road.
- Additional fine grading/seeding: \$12,251.26
- Provide and install new corrugated metal pipe and flap gate: \$28,297.02
- Additional cut/fill as part of these modifications: \$182,642.19
 - o This includes the deduct for running over the existing culverts
- Modifications to the manholes (raising the rim elevations): \$5,560.17

If you have any questions about this pricing, feel free to reach out.

Thank You,

Josh Klug

Project Manager
BRB Contractors, Inc

Street Address:
**4646 NW Fielding Rd
Topeka, KS 66618**

Phone: 785-232-1245



Fax: 785-235-8045

Mailing Address:
**PO Box 750940
Topeka, KS 66675-0940**



Work Change Directive

WORK CHANGE DIRECTIVE NO. | 10
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 modify the proposed grading plan at the East Site. This work includes additional earthwork, deduct of STR-3, STR-4, P-4, and an area intake, raise rim elevation of AGP Flume's influent manhole, raise rim elevation of MH-1, modify storm sewer south of driveway, additional granular surfacing, and modify the 12" and 16" force main to be installed above the two existing storm culverts across the access road.

Purpose of Change Directive This change is to provide sufficient flood protection for a 500 year rain event to the East Site of the Wastewater Treatment Facility. This site is considered a critical facility, therefore, the Nebraska Department of Natural Resources requires flood protection to be a minimum one foot above a 500 year rain event. As stated in the Wastewater Treatment Facility Improvements Peer Review, JEO performed a site specific evaluation to determine the Base Flood Elevation (BFE) for a 500 year event. It was determined the BFE north of the access road to be 1584.48. As a result, the proposed berm has an elevation along the north road at 1585.50. The access road west of the site was also modified to allow it to be overtopped since the existing culverts are undersized. Additional information about this recommendation and evaluation can be found in the Peer Review.

Attachment(s) Figure - Proposed Site Plan & FM 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
 \$ TBD

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.



Work Change Directive

Recommended:

Authorized:

Accepted:

ENGINEER

OWNER

CONTRACTOR

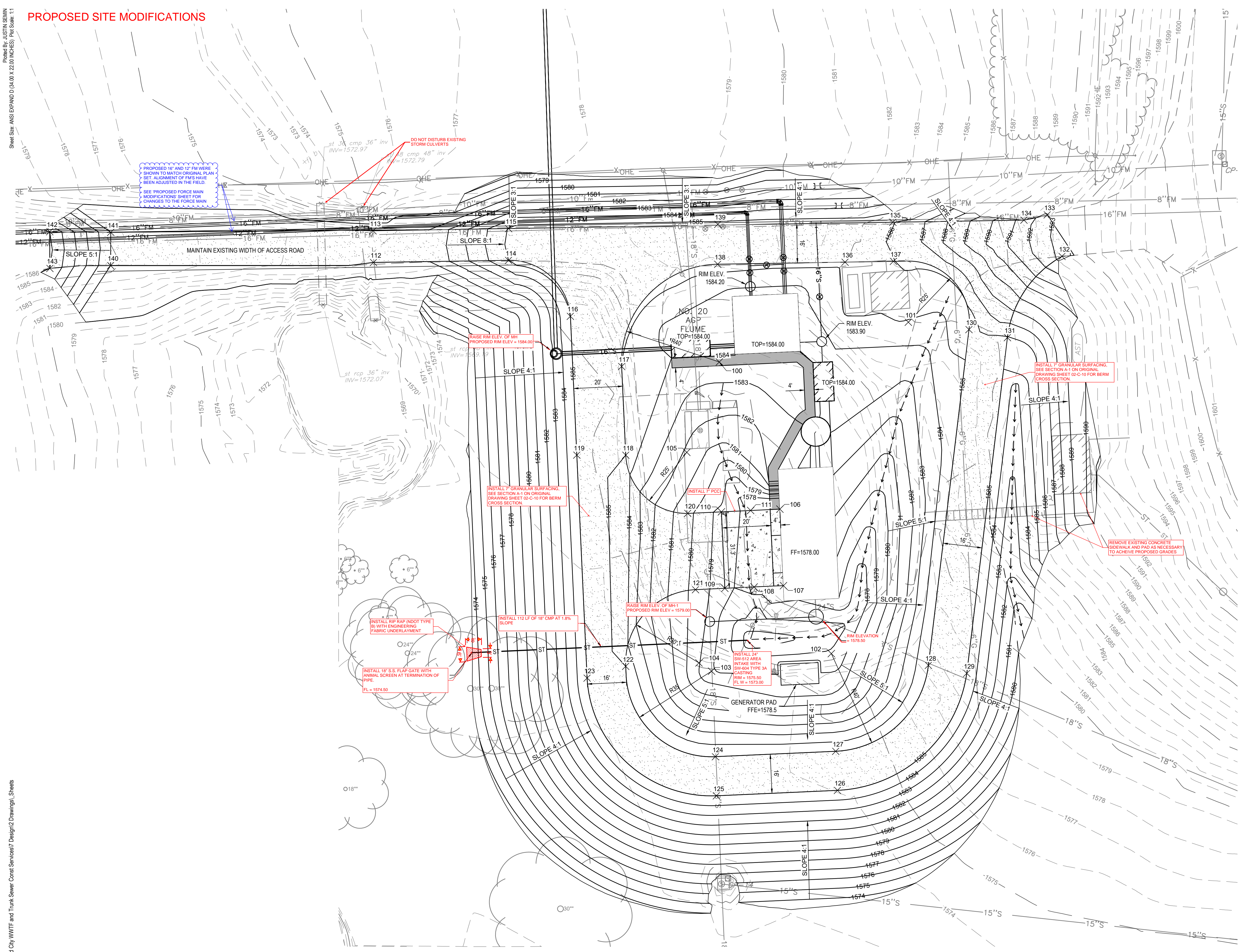
Date

Date

Date

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

PROPOSED SITE MODIFICATIONS



PROPOSED 16" AND 12" FM WERE SHOWN TO MATCH ORIGINAL PLAN & SET. ALIGNMENT OF FMS HAVE BEEN ADJUSTED IN THE FIELD.
SEE PROPOSED FORCE MAIN MODIFICATIONS SHEET FOR CHANGES TO THE FORCE MAIN.

DO NOT DISTURB EXISTING STORM CULVERTS
st 36" cmp 36" inv INV=1572.97
st 48" cmp 48" inv INV=1572.79

RAISE RM ELEV. OF MH-1 PROPOSED RM ELEV = 1584.00

INSTALL 7" GRANULAR SURFACING. SEE SECTION A-1 ON ORIGINAL DRAWING SHEET 02-C-10 FOR BERM CROSS SECTION.

RAISE RM ELEV. OF MH-2 PROPOSED RM ELEV = 1579.00

INSTALL 24" DIA S12 AREA INTAKE WITH SHANKS TYPE 3A CASTING RM = 1575.50 FLW = 1573.00

INSTALL 7" GRANULAR SURFACING. SEE SECTION A-1 ON ORIGINAL DRAWING SHEET 02-C-10 FOR BERM CROSS SECTION.

REMOVE EXISTING CONCRETE SIDEWALK AND PAD AS NECESSARY TO ACHIEVE PROPOSED GRADES

INSTALL RIP RAP (DOT TYPE B) WITH ENGINEERING FABRIC UNDERLAYMENT

INSTALL 18" S.S. FLAP GATE WITH ANIMAL SCREEN AT TERMINATION OF PIPE. FL = 1574.50

INSTALL 112 LF OF 16" CMP AT 1.8% SLOPE

APPROXIMATE EARTHWORK QUANTITIES

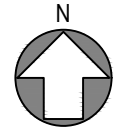
| CUT | FILL | NET |
|-------|--------|--------------|
| 1,196 | 10,265 | 9,069 (FILL) |

APPROXIMATE EARTHWORK QUANTITIES NOTES:

- EARTHWORK QUANTITIES ARE FOR INFORMATION ONLY.
- PAVEMENT AND BUILDING PADS ARE NOT DEDUCTED FROM THE APPROXIMATE EARTHWORK QUANTITIES.
- ESTABLISHED QUANTITY DOES NOT INCLUDE ANY COMPACTION OR SHRINKAGE FACTOR. CONTRACTOR TO ACCOUNT FOR ANY LOSSES THROUGH COMPACTION OF FILL ACCORDINGLY.
- ESTIMATED EARTHWORK QUANTITIES ARE BASED ON PRE-CONSTRUCTION SITE CONDITIONS AND DOES NOT ACCOUNT FOR ANY CONSTRUCTION ACTIVITIES THAT HAVE OCCURRED.

STAKING POINT TABLE

| Point # | Northing | Easting | Elevation | Description |
|---------|-----------|------------|-----------|--------------|
| 100 | 526229.09 | 2426031.22 | 0.00 | ROAD RADIUS |
| 101 | 526245.36 | 2426108.56 | 0.00 | ROAD RADIUS |
| 102 | 526109.79 | 2426077.05 | 0.00 | ROAD RADIUS |
| 103 | 526102.58 | 2426028.05 | 0.00 | ROAD RADIUS |
| 104 | 526105.98 | 2426022.89 | 0.00 | ROAD RADIUS |
| 105 | 526192.14 | 2426017.91 | 0.00 | ROAD RADIUS |
| 106 | 526168.91 | 2426056.01 | 1578.00 | PAVEMENT |
| 107 | 526137.58 | 2426057.47 | 1578.00 | PAVEMENT |
| 108 | 526137.05 | 2426045.48 | 1577.59 | PAVEMENT |
| 109 | 526136.51 | 2426033.49 | 1578.31 | PAVEMENT |
| 110 | 526167.78 | 2426032.08 | 1578.60 | PAVEMENT |
| 111 | 526168.34 | 2426044.05 | 1577.84 | PAVEMENT |
| 112 | 526269.82 | 2425889.71 | 1582.11 | EDGE OF ROAD |
| 113 | 526282.77 | 2425889.51 | 1582.00 | EDGE OF ROAD |
| 114 | 526270.68 | 2425944.98 | 1585.00 | EDGE OF ROAD |
| 115 | 526283.66 | 2425944.99 | 1585.00 | EDGE OF ROAD |
| 116 | 526247.79 | 2425970.28 | 1585.00 | EDGE OF ROAD |
| 117 | 526227.25 | 2425991.27 | 1585.00 | EDGE OF ROAD |
| 118 | 526190.99 | 2425992.94 | 1585.00 | EDGE OF ROAD |
| 119 | 526191.02 | 2425972.92 | 1585.00 | EDGE OF ROAD |
| 120 | 526167.18 | 2426018.29 | 1580.29 | EDGE OF ROAD |
| 121 | 526135.95 | 2426021.49 | 1579.67 | EDGE OF ROAD |
| 122 | 526104.60 | 2425992.92 | 1585.00 | EDGE OF ROAD |
| 123 | 526099.78 | 2425977.13 | 1585.00 | EDGE OF ROAD |
| 124 | 526067.62 | 2426029.62 | 1585.00 | EDGE OF ROAD |
| 125 | 526051.62 | 2426030.03 | 1585.00 | EDGE OF ROAD |
| 126 | 526053.85 | 2426079.57 | 1585.00 | EDGE OF ROAD |
| 127 | 526069.83 | 2426078.85 | 1585.00 | EDGE OF ROAD |
| 128 | 526104.99 | 2426116.76 | 1585.00 | EDGE OF ROAD |
| 129 | 526101.73 | 2426132.47 | 1585.00 | EDGE OF ROAD |
| 130 | 526242.36 | 2426133.38 | 1585.66 | EDGE OF ROAD |
| 131 | 526239.07 | 2426149.10 | 1585.92 | EDGE OF ROAD |
| 132 | 526272.30 | 2426171.42 | 1593.46 | EDGE OF ROAD |
| 133 | 526289.31 | 2426165.41 | 1592.71 | EDGE OF ROAD |
| 134 | 526287.14 | 2426155.87 | 1591.37 | EDGE OF ROAD |
| 135 | 526286.26 | 2426102.22 | 1586.00 | EDGE OF ROAD |
| 136 | 526269.94 | 2426082.66 | 1585.00 | EDGE OF ROAD |
| 137 | 526270.26 | 2426102.45 | 1586.00 | EDGE OF ROAD |
| 138 | 526269.09 | 2426030.57 | 1585.00 | EDGE OF ROAD |
| 139 | 526285.42 | 2426030.61 | 1585.00 | EDGE OF ROAD |
| 140 | 526268.54 | 2425782.17 | 1581.00 | EDGE OF ROAD |
| 141 | 526282.14 | 2425782.22 | 1581.00 | EDGE OF ROAD |
| 142 | 526282.41 | 2425757.26 | 1586.00 | EDGE OF ROAD |
| 143 | 526267.39 | 2425757.31 | 1586.00 | EDGE OF ROAD |



JEO CONSULTING GROUP

1937 N CHESTNUT ST
WAHOO, NE 68066
800.723.8567 | jeo.com

ORGANIZATION CERTIFICATE OF AUTHORIZATION NUMBER: CA-0069

[CONSULTANT TITLE AND DISCIPLINE]
ORGANIZATION CERTIFICATE OF AUTHORIZATION NUMBER: [XX-000]
[ADDRESS LINE 1]
[CITY, STATE 000000]
[000.000.0000]

ISSUE

| MARK | DATE | DESCRIPTION |
|------|------------|-------------|
| 1 | 10/17/2025 | WCD NO. 10 |

WASTEWATER TREATMENT PLANT IMPROVEMENTS DAVID CITY, NEBRASKA

DAVID CITY WWTP
3461 M Rd, David City, NE 68632

JEO PROJECT NO.: 251034.00
DRAWN BY: JDS
QA/QC: EEJ
ADDITIONAL INFO:

SCALES SHOWN FOR 22"x34" SHEET
VERIFY SCALE FOR REDUCED OR PRINTED COPIES



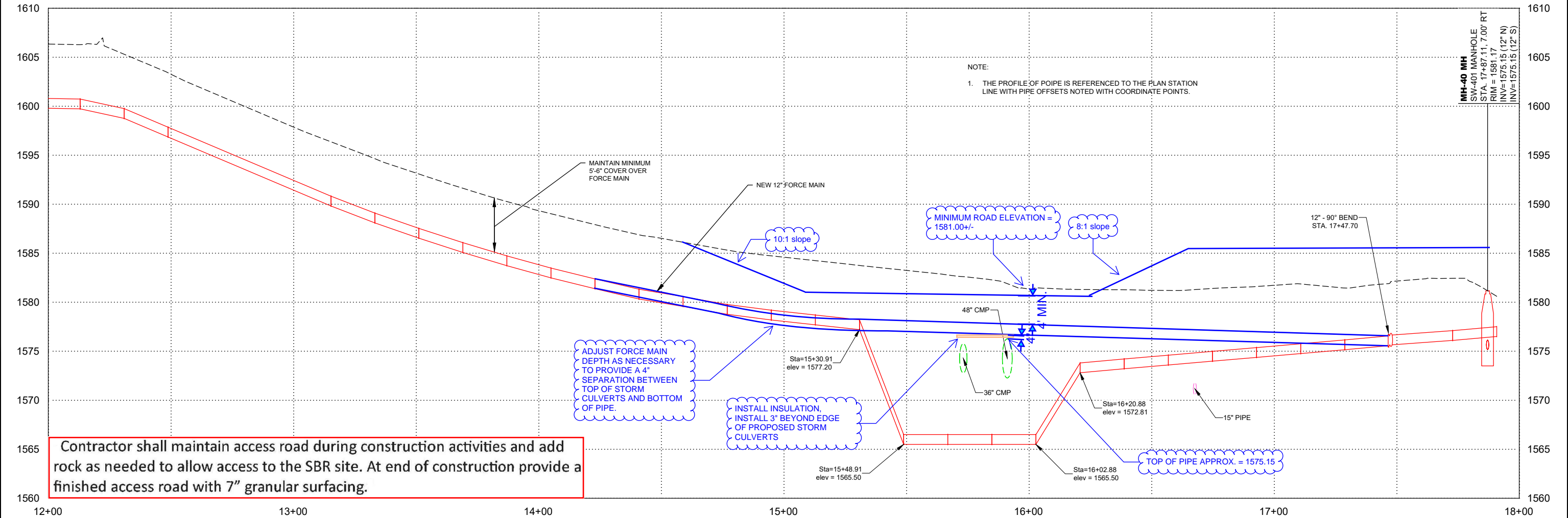
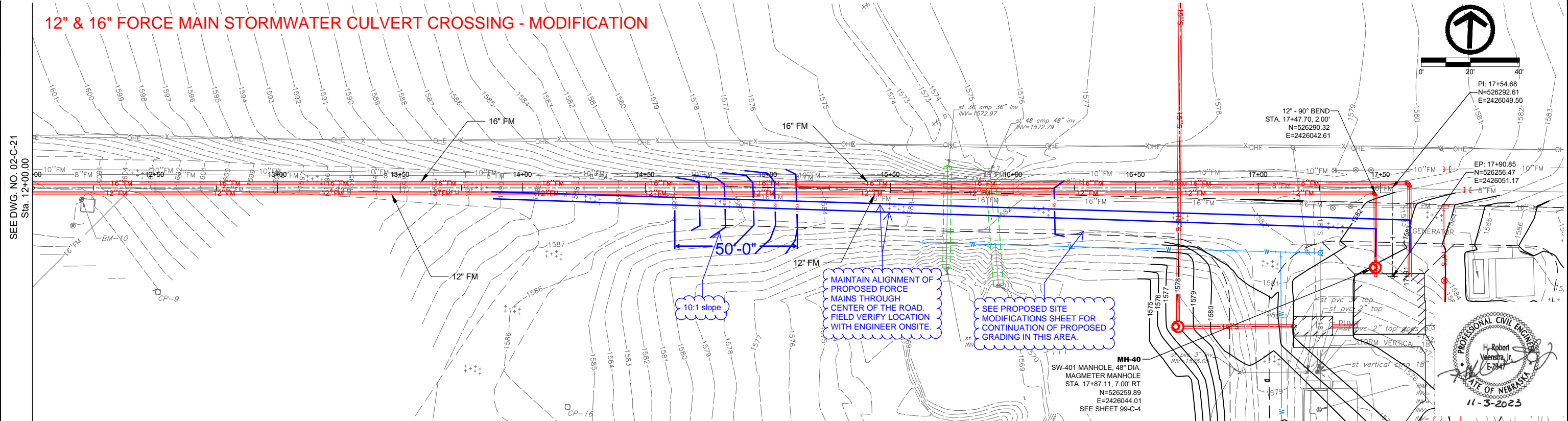
EAST SITE GRADING PLAN WCD NO. 10



Know what's below.
Call before you dig.

12" & 16" FORCE MAIN STORMWATER CULVERT CROSSING - MODIFICATION

SEE DWG. NO. 02-C-21
Sta. 12+00.00



Contractor shall maintain access road during construction activities and add rock as needed to allow access to the SBR site. At end of construction provide a finished access road with 7" granular surfacing.

| DATE | REVISIONS | SCALE | AS NOTED |
|----------|----------------|------------|-----------|
| 11/29/23 | PER ADDENDUM 2 | DRAWN | BJL |
| | | CHECKED | JK |
| | | APPROVED | HRV |
| | | DATE | 11/3/2023 |
| | | ISSUED FOR | BIDDING |



WASTEWATER TREATMENT PLANT IMPROVEMENTS
DAVID CITY, NEBRASKA

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)

| DATE | REVISIONS | SCALE | AS NOTED |
|----------|----------------|------------|-----------|
| 11/29/23 | PER ADDENDUM 2 | DRAWN | BJL |
| | | CHECKED | JK |
| | | APPROVED | HRV |
| | | DATE | 11/3/2023 |
| | | ISSUED FOR | BIDDING |

NEW 12 INCH FORCE MAIN
PLAN & PROFILE

DWG. NO. 02-C-22
REVISION 1
27 OF 139
PROJECT 6475

X-REFS: 6475 Topo & PROPOSED SITE
FILE PATH: \\V-K-FS\DWG\SHARE\0600647-DAVID_CITY_NE\0647-0005_WWTP_IMPROVEMENTS_DS\CADD\PRODDRAWINGS\02\10 PLAN AND PROFILE

North arrow and scale bar (0' to 40').

PI: 17+54.68
N=526292.61
E=2426049.50

EP: 17+90.85
N=526256.47
E=2426051.17

Professional Engineer seal for Robert Veenstra, Jr., State of Nebraska, No. E-7347, dated 11-3-2023.

12/19/2025



To JEO and the City of David City,

Per WCD #11 dated 10/28/2025 and numerous discussions between the engineer, contractor, programmer, and electrician, BRB was asked to provide pricing for electrical modifications on the David City Wastewater Facility Improvements project.

Modifying the air conditioning units at the blower building is NOT included in this proposal and will be sent separately alongside the mechanical subcontractor's proposal. The other modifications to the HVAC on this project are also not included, as they were sent as part of WCD #7.

The cost of these modifications will be \$155,464.12. A detailed breakdown of inclusions and exclusions from HOA Solutions and B&C Electric is attached. 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

Street Address:
**4646 NW Fielding Rd
Topeka, KS 66618**

Phone: 785-232-1245



Fax: 785-235-8045

Mailing Address:
**PO Box 750940
Topeka, KS 66675-0940**

**David City
JEO**

Cost Proposal: Electrical and Instrumentation Modifications

Date: December 1, 2025

| Class of Work | QTY. | Unit | Unit Labor | Labor | Total Labor | Unit Material | Extended Material | Equipment Cost | Sub Contract |
|---------------------------------|------|------|------------|-------|-------------|---------------|-------------------|----------------|--------------|
| Electrical Modifications (B&C) | 1.00 | EA | | | 0.00 | | | | 77179.00 |
| Programming Modifications (HOA) | 1.00 | EA | | | 0.00 | | | | 58119.00 |
| BRB Installation Assistance | 1.00 | EA | 130.00 | 24.00 | 3120.00 | | | | |
| | 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: | | | | | \$3,120.00 | | \$0.00 | \$0.00 | \$135,298.00 |

| | | |
|------------------------------|--------|--------------|
| Material Sub-Total | | \$0.00 |
| Labor Sub-Total | | \$3,120.00 |
| Subcontractor-Total | | \$135,298.00 |
| Equipment Sub-Total | | \$0.00 |
| Sub-Total | | \$138,418.00 |
| Sub-Total Without Sub | | \$3,120.00 |
| Contractor's Fee | 15.00% | \$468.00 |
| Sub-Contractors Fee | 10.00% | \$13,529.80 |
| Sub-Total | | \$152,415.80 |
| Insurance and Bond | 2.00% | \$3,048.32 |
| Total | | \$155,464.12 |



Change Proposal Request #1 ADDITION

**Hydro
Optimization
and Automation
Solutions**

2601 West "L" Street, Suite 1
Phone: 402-467-3750 Fax: 402-467-1568

| | | | | | | |
|---------------------------------------|--|--------------------|---|-----------------------------------|-------------------------------|--------------------|
| Date: 12/15/2025 | | | Submitted By: Bradyn Hilgenfeld | | Page No. <u>1</u> of <u>1</u> | |
| Proposal Submitted to: BRB | | | Attn: Josh Klug | | Phone: 785-477-3094 | |
| Address 4646 NW Fielding Rd | | | Job Name David City WWTP Improvements | | | |
| City Topeka | | State KS | Zip Code 66675 | Job Location David City | | State NE |
| Engineer Name JEO | | | Engineer Project Number 6475 | | | |

The following change(s) have occurred from the original Scope of Work resulting in a addition to the original contract in the amount of \$58,119.00

Change(s) that occurred for this addition are:

- **Additional MCC buckets and breakers.**
 - See attached parts list for more detail
- **Sizing Increase of LP-1.**
- **Class 1 Div 2 flow meter tube to replace the non-classified tube that was supplied for FE 25-1**
- **Additional startup time associated with the new parts.**
- **Programming changes to accommodate load limitations of the generators.**

| | |
|--------------------------------|--------------------|
| Additional MCC Parts..... | \$31,769.00 |
| Replacement Flow Meter..... | \$7,196.00 |
| Well Pump Bucket..... | \$2,251.00 |
| Equipment Total..... | \$41,216.00 |
| Mobilization and Overhead..... | \$6,653.00 |
| Labor..... | \$10,250.00 |

Fifty Eight Thousand One-Hundred Nineteen Dollars and 00/100's dollars (\$58,119.00).

Payment to be made as follows: **Payment in Full Upon Completion of Work – plus all applicable taxes**

******Taxes are not included in this Proposal******

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. HOA employees are fully covered by Workmen's Compensation Insurance.

Authorized
HOA
Signature

Note: This change order may be withdrawn by us if not accepted within

Thirty (30) days

Acceptance of Change Order — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Printed Name _____



Ungrouped

| Seq # | Qty | Product Description |
|-------|-----|---|
| 1 | 1 | <p>Designation:125A MCC-1 Product Details: 1-Model 6 LVMCC-Model 6 MCC - Standard Package</p> <p>----- Engineered To Order (ETO) -----</p> <p>POWER SYSTEM DATA: System Voltage: 480Y/277V 3PH 4W 60Hz System Source Type: 3 Phase Wye System Source Ground Point: Common Point Grounded Max Available Fault Current (RMS): 42kA</p> <p>ENCLOSURE DATA: General Purpose Type 1 Enclosure Exterior Color: PCT70157, ANSI 61 Gray</p> <p>COMMON DEVICE FEATURES: Unit(s) Only Control Power: 120Vac Interior Color: White Unit Interiors Wiring Type: Class 1 Type B Wiring Drawing Format: PDF - Single Multi Page File</p> <p>PRODUCT ACCESSORIES: See Common Device Features</p> <p>FEEDERS ----- 1 - Compac 6 Circuit Breaker Branch Feeder 125A 65kA Interrupting Rating Fishtape Unit Plugs Device Height - 6 in</p> |

| Seq # | Qty | Product Description |
|-------|-----|---|
| 2 | 1 | <p>Designation:20A MCC-1 Product Details: 1-Model 6 LVMCC-Model 6 MCC - Standard Package</p> <p>----- Engineered To Order (ETO) -----</p> <p>POWER SYSTEM DATA: System Voltage: 480Y/277V 3PH 4W 60Hz System Source Type: 3 Phase Wye System Source Ground Point: Common Point Grounded Max Available Fault Current (RMS): 42kA</p> <p>ENCLOSURE DATA: General Purpose Type 1 Enclosure Exterior Color: PCT70157, ANSI 61 Gray</p> <p>COMMON DEVICE FEATURES: Unit(s) Only Control Power: 120Vac Interior Color: White Unit Interiors Wiring Type: Class 1 Type B Wiring</p> |



Drawing Format: PDF - Single Multi Page File

PRODUCT ACCESSORIES:
See Common Device Features

FEEDERS

2 - Compac 6 Circuit Breaker Branch Feeder
20A
65kA Interrupting Rating

COMMON FEEDER FEATURES

Aluminum Mechanical Lugs: (1) 14 - 3/0 AWG
Wire/Phase
Fishtape Unit Plugs
Device Height - 6 in

| Seq # | Qty | Product Description |
|-------|-----|---------------------|
|-------|-----|---------------------|

| | | |
|---|---|---|
| 3 | 1 | Designation: 70A MCC-1 Product Details: 1-Model 6 LVMCC-Model 6 MCC - Standard Package ----- Engineered To Order (ETO) ----- |
|---|---|---|

POWER SYSTEM DATA:
System Voltage: 480Y/277V 3PH 4W 60Hz
System Source Type: 3 Phase Wye
System Source Ground Point: Common Point
Grounded
Max Available Fault Current (RMS): 42kA

ENCLOSURE DATA:
General Purpose Type 1 Enclosure
Exterior Color: PCT70157, ANSI 61 Gray

COMMON DEVICE FEATURES:
Unit(s) Only
Control Power: 120Vac
Interior Color: White Unit Interiors
Wiring Type: Class 1 Type B Wiring
Drawing Format: PDF - Single Multi Page File

PRODUCT ACCESSORIES:
See Common Device Features

FEEDERS

1 - Compac 6 Circuit Breaker Branch Feeder
30A
65kA Interrupting Rating
Aluminum Mechanical Lugs: (1) 14 - 3/0
AWG Wire/Phase
Fishtape Unit Plugs
Device Height - 6 in

| Seq # | Qty | Product Description |
|-------|-----|---------------------|
|-------|-----|---------------------|

| | | |
|---|---|---|
| 4 | 1 | Designation: 15A MCC-2 Product Details: 1-Model 6 LVMCC-Model 6 MCC - Standard Package ----- Engineered To Order (ETO) ----- |
|---|---|---|



CHANGES

Quote Date:

Quote Name: DAVID CITY WWTP MCC CHANGES

POWER SYSTEM DATA:

System Voltage: 480Y/277V 3PH 4W 60Hz
 System Source Type: 3 Phase Wye
 System Source Ground Point: Common Point
 Grounded
 Max Available Fault Current (RMS): 42kA

ENCLOSURE DATA:

General Purpose Type 1 Enclosure
 Exterior Color: PCT70157, ANSI 61 Gray

COMMON DEVICE FEATURES:

Unit(s) Only
 Control Power: 120Vac
 Interior Color: White Unit Interiors
 Wiring Type: Class 1 Type B Wiring
 Drawing Format: PDF - Single Multi Page File

PRODUCT ACCESSORIES:

See Common Device Features

FEEDERS

2 - Compac 6 Circuit Breaker Branch Feeder
 15A
 65kA Interrupting Rating

COMMON FEEDER FEATURES

Aluminum Mechanical Lugs: (1) 14 - 3/0 AWG
 Wire/Phase
 Fishtape Unit Plugs
 Device Height - 6 in

| Seq # | Qty | Product Description |
|-------|-----|---|
| 5 | 1 | <p>Designation:30A MCC-2</p> <p>Product Details:</p> <p>1-Model 6 LVMCC-Model 6 MCC - Standard Package</p> <p>-----</p> <p>Engineered To Order (ETO)</p> <p>-----</p> |

POWER SYSTEM DATA:

System Voltage: 480Y/277V 3PH 4W 60Hz
 System Source Type: 3 Phase Wye
 System Source Ground Point: Common Point
 Grounded
 Max Available Fault Current (RMS): 42kA

ENCLOSURE DATA:

General Purpose Type 1 Enclosure
 Exterior Color: PCT70157, ANSI 61 Gray

COMMON DEVICE FEATURES:

Unit(s) Only
 Control Power: 120Vac
 Interior Color: White Unit Interiors
 Wiring Type: Class 1 Type B Wiring
 Drawing Format: PDF - Single Multi Page File

PRODUCT ACCESSORIES:

See Common Device Features

FEEDERS

1 - Compac 6 Circuit Breaker Branch Feeder



70A
 65kA Interrupting Rating
 Aluminum Mechanical Lugs: (1) 14 - 3/0
 AWG Wire/Phase
 Fishtape Unit Plugs
 Device Height - 6 in

| Seq # | Qty | Product Description |
|-------|-----|--|
| 6 | 1 | <p>Designation:LP1 Interior Only</p> <p>Product Details: 1-NQ MB Panel (INTERIOR)-NQ Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 10kA Fully Rated Single Main: 250A/3P JD Circuit Breaker Incoming Conductors: 1 - 3/0 - 350 kcmil AL Ground Bar Bus: Aluminum Tin Plated 42 Circuit Interior</p> <p>Incoming: Top Feeders: 42 - 20A/1P QOB Prepared Space 1 - Sub-Feed One: 200A/3P QB</p> <p>Optional Features: Interior Only,Standard Solid Neutral,Standard Ground Bar Branch User Placement</p> |

| Seq # | Qty | Product Description |
|-------|-----|--|
| 7 | 1 | <p>Designation:LP2 MCB</p> <p>Product Details: QBL32175-MOLDED CASE CIRCUIT BREAKER 240V 175A</p> |

11/07/2025

Prepared by: B and C Electrical Services
Subject: Proposed Modifications and Pricing for Electrical Work

Work Change Directive No. 11

Project: Wastewater Treatment Facility Improvements
Project No.: 251034.00
Owner: City of David, NE City
Contractor: BRB Contractors, Inc



Work Change Directive

WORK CHANGE DIRECTIVE NO. | 11
DATE | 10/28/25
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

See the attached David City WCD No. 11 Electrical Modifications Summary PDF for a complete summary of revisions regarding electrical work at the WWTF.

Purpose of Change Directive This change is to revise the electrical installation per comments that came from the Peer Review.

Attachment(s)

David City WCD No. 11 Electrical Modifications Summary
Power Distribution Revision Documentation
Things to Address and Approximate Cost PDF with JEO Responses

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

\$ TBD

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.

Recommended:

Authorized:

Accepted:

ENGINEER

OWNER

CONTRACTOR

Date

Date

Date

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

Work Change Directive No. 11 – Electrical Modifications Summary

The following is a summary of the proposed modifications to the Electrical Work on the David City WWTF project. The list below shall be addressed within this Work Change Directive, and the Contractor shall provide a cost estimate to complete the work. See the pdf “Things to Address and Approximate Costs” for additional details. This list only includes current know modifications. It is anticipated that additional electrical modifications will be identified and included in a future Work Change Directive.

Headworks Building Electrical Modifications:

Section A

- Install Headworks Heaters and AC per revised direction. Modify the proposed cost to accommodate items recommended in JEO’s comments. 3120
 - See “Things to Address and Approximate Cost” PDF item 2.
- Provide deduct for removal of Gas Safety Building Feeder. -1250
 - See “Things to Address and Approximate Cost” PDF items 8 and 20.
- Install second conduit for the transducer on the bar screen. 1090
 - See “Things to Address and Approximate Cost” PDF item 11.
- Provide pricing for well pump cubicle that V&K directed you to provide. We understand this was removed, but the cubicle was still directed to be provided, so you should be compensated for it, if it was provided. If it was not provided, disregard. No actual work needed.
 - See “Things to Address and Approximate Cost” PDF item 17. HOA
- Increase quantity of wires from (3) to (4) #3/0 for Headworks service. 4724
 - See “Things to Address and Approximate Cost” PDF item 22.
- Provide deduct for (2) #3 G being removed from Headworks service transformer to service disconnect (to offset cost of #3/0’s being added above) -150
- Increase Primary Lift Pump VFD Cable size as previously discussed 8800
 - See “Things to Address and Approximate Cost” PDF item 5.
- Increase size of Effluent Sampler Building feeder as previously discussed.
 - See “Things to Address and Approximate Cost” PDF item 22. 5460
- Install GFCI protection for receptacles in Headworks area by installing GFCI breakers.
 - See “Things to Address and Approximate Cost” PDF item 29. 430

Storage Building Electrical Modifications: 10,800

- Section B
- Install Storage Building additional/revised heaters, exhaust fans, and CO/NO2 detection system. Provide updated cost estimate for this work per comment.
 - See “Things to Address and Approximate Cost” PDF items 4 and 20, and comments in approved mechanical submittal.

Blower Building Electrical Modifications:

- Section C
- Revise existing Blower Building Electrical Room Lighting engulfed in room expansion to match new. Provide updated cost estimate for this work per comment. 1600
 - See “Things to Address and Approximate Cost” PDF item 15.
 - Install additional branch circuit and controls for Blower Cooling Fans. 925
 - See “Things to Address and Approximate Cost” PDF item 15.
 - Increase Blower Service Ground Conductor from 1/0 to 3/0 as previously discussed
 - See “Things to Address and Approximate Cost” PDF item 22. 1400
 - Provide deduct for (4) #1/0 G being removed from Blower Building service transformer to service disconnect (to offset cost of increased ground added above) -1420

 - Provide deduct for decreased size of Blower Building Generator feeder. Per review, original plans called for (4) sets of (4)#300, #1/0G, in 3”C. Per discussion, only (3) sets were installed because the generator only has an 800A/3P CB. -9400

SBR Electrical Modifications:

- Provide NEMA 4X SS Disconnects for SBR equipment as previously discussed
 - See “Things to Address and Approximate Cost” PDF item 13. 16,950
- Revise installation of receptacles on SBR Basins to account for additional hazardous location boundary definition
 - See “Things to Address and Approximate Cost” PDF item 13. 1850
- Increase size of SBR Mixer Disconnects as previously discussed
 - See “Things to Address and Approximate Cost” PDF item 18. **\$850**
- Increase height of light pole bases around SBR tanks as previously discussed.
 - See “Things to Address and Approximate Cost” PDF item 24. 870

Add, not deduct



The following is a summary of JEO’s assumptions and recommendations for Power Distribution. The Contractor shall provide a cost estimate for the items highlighted in Blue.

Power Distribution Revision Documentation:

Headworks Building Power Distribution Revisions:

- With the addition of the electric heat in the HW room and the additional AC unit (also providing heat in the elec room), the following assumptions were made, and the following loads must be limited to remain right at 400A to avoid changes to the service:
 - Assumptions:
 - Electric Heat demand factor = .67, meaning only two of the EUH are running simultaneously.
 - Motor demand factor = .9, meaning not everything will be on, in addition to limitations listed below
 - Load Limitations:
 - Only two Primary Lift Pumps are allowed to run simultaneously.
 - Only one Secondary Lift Pump shall be allowed to run simultaneously.
 - Generator
 - After re-running generator calcs, in addition to the items above, we assumed a 50% demand factor on LP-2 motor loads (EF, pump station sluice gate, overhead door, etc). This put us right at 105% usage for the 250 kW generator set. We need an additional 5% of demand reduction somewhere in order to make this work. Shouldn’t be an issue in the summer with the removal of electric heat.
- SBR / Blower Building
 - LP-3
 - 100A panel is overloaded with increase of electric heat. Recommend increasing this to 200A in case door is ever left open and all heaters are running. Feed shall increase to (4)#3/0, #6G, in 2” C. 4800
 - Total load is around 180A on the highest phase, with a balanced load of 164A.
 - Does not feel appropriate to add a demand factor to elec heat, because if a single door is left open, all four would likely run until the door is shut.
 - Minimal motors fed from LP-3, so demand factor here would not do much either.

Section C

- LP-1
 - Panel was overloaded in original design, and additional electric heat only made it worse. Recommend refeeding EM2 (Control Building) from MCC by providing 70A/3P CB in MCC and (3)#4, #8G, in 1-1/4” C from MCC to existing 45 kVA step down transformer. Feed from step down transformer to Panel EM2 shall be (4)#2/0, #6G, in 2” C. Provide fused disconnect as needed to meet NEC tap rules based on transformer location. 2100
 - Since the 45 kVA transformer is no longer being used below, we would want to compare the deduct offered of restocking this vs the additional cost of installing the new 45 kVA transformer here.
 - For the same reasons as LP-3, applying a demand factor to heat doesn’t feel appropriate. Even if we apply a .75 demand factor across electric heat, we’re right at 200A and a 250A panel would be recommended.

Section E

- Assuming a 50% demand factor on all LP-1 and LP-3, we're coming in around 231A high phase and 211A balanced load. Based on this, the following changes need to be made to the LP-1 feeder:
 - MCC CB should be increased to 125A/3P
 - Feeder from MCC to step down transformer should be increased to (3)#1/0, #6G, in 2" C. 18,280
 - Step down transformer should be increased to 75 kVA
 - Feeder from step down transformer to LP-1 should be increased to (4)#250, #4G, in 3" C.
 - Panel LP-1 should be increased to have a 250A/3P MCB.
- NOTE THAT BLOWER BUILDING SERVICE MODIFICATIONS WILL BE ADDRESSED WHEN WE HAVE APPROVED AC UNITS FOR THAT BUILDING.

*Duplicate price, already factored on original document

Addendums to Change Order 11 PDF

Section A:

Headworks

- Gas Safety wire price deduct was from when copper was 3.10 a pound it is now 5.10 per pound. Wire is more than double the price from when I bought it, the city salvaged the existing wire to send to Wood River for the reinstallation. Approx. 300*value
- The wire was purchased I will try to use it elsewhere on the job. -1250 *

Section B:

Storage

- Wire four heaters 12 KW 50 AMP Breakers
 - #6 from #8
 - #6 from #12
 - 3 #6 #10 grd 1inch Emt x 2
- #10 wire to fan 25 Amp Breakers
- Add circuit for small ex wall fan 15 Amp Breaker
- Co/no 2 gas sensor 120 Volt 1 breaker
- LP3 Feeder
- Total: 10,800 *

Section C:

- Add 2 new lights blower control room
- Demo 3 lights
- Add Emergency exit light
- Add 3 way switch
- Total: 1600 *

Section D:

Control Building

- Delete 4 #3 #8 grd
- Add 4 2/O #6 grd
- Total: 2100*

*Duplicate price, already factored on original document

Section E:

- Add LP3 and transformer 75KVA
- Install 125 amp mcc Bucket size
- Install transformer on wall above mcc
- 3 1/O #6 2" C
- 4 250 mcm #4grd 3" C
- Relocate existing 175 Amp Breaker to LP2
- Install 250 Amp LP1
- Check that the 250 MB will fit in existing panel
- Total: 18280*

Separate Note:

New SBR

On the prints the controls for SBR the prints show them on the east side of tank. The devices were installed on the west side per submittals. I will need to extend 6 conduits 50' to new location.

Stainless steel supports aluminum conduit misc. wires as required 6200 *

TOTAL: \$77,179.00

ITEMS IN GREEN BOX = NO COMMENTS, ADD TO WCD PROPOSAL
ITEMS IN ORANGE BOX = NEED TO BE MODIFIED PER COMMENT OR PROVIDE COST PER COMMENT
ITEMS IN RED BOX = DECLINED
ITEMS IN BLUE BOX = HOLD FOR FUTURE WCD.

Updates in red

Heaters
Original Plans called for (2) 7.5 kW heaters fed each via 20A/3P CB from MCC-2 with (3)#12, #12G, in 3/4" C.
Updated to (3) 15 kW heaters each fed via 25A/3P CB from MCC-2 with (3)#10, #10G, in 3/4" C.
AC Units
ACU-1 to be installed per original plan direction.
ACU-2 originally called out for Blower Building to be installed at Headworks.
Add 20A/3P CB in MCC-2 with (3)#12, #12G, in 3/4" C. to ACU-2.

Things to Address and Approximate Cost

~~1. 480 Volt generator heater~~

Resolved

2. Upsize 2 heaters and AC at headworks

-Add one heater and one through wall unit \$3120

3. AC size in blower MCC

Waiting on unit info. This will be handled in a separate WCD.

-Add through the wall unit \$900

4. The new stuff in storage building and for storage building

5. Upgrade VFD cables from #8 to #4? For the three primary pumps, \$8,800

6. Sludge flow meter. Check with Sarah, we have to get IO points. Please clarify where this Sludge Flow Meter is located.

7. Wire specs changed. Wire purchased is indoor and outdoor rated and sunlight resistant. Provided wire was acceptable. This was just noted so that if circuits were being combined, we knew which ampacity column to use because some cables are not rated 90C. No change required.

8. 02-E-1. Site plan East Head Works no change needed. Provide deduct to remove the Gas Safety Building Feeder.

9. 02-E-2. SBR site plan, no change. Grinder does not have two pumps, so we'll have to delete some control wires. Field coordinate output signals this is capable of and get those into CP-2

10. 10-E-1. Head works light. I address in item #2 which is HVAC. This change is not required now the Headworks building is adjusting to Class 1 Division 2

11. 10-E-2. Head works power. The MCC is installed, so we've got that. Spacing taken care of, we need to install a second conduit for the transducer on the bar Screen, \$1,090

12. 25-E-1 pump station conduit motor leads in a separate conduit. And hand station. I don't see any changes on that either. No Changes.

13. 35-E-1. The old SBRs All disconnects on the job. Except for the main service, 1200 and 400 amp have been changed from NEMA 3R to NEMA 4X and we have 4X hand stations. The headworks 5 disconnects have been excluded. That's \$16,950 Receptacles raised to 5 1/2 feet above the ground and then we added two seal offs. The two seal offs, there's 11 or 12 of them. That would be about \$1,850.

14. 40-E-1 The new SBR tank. Change 3R disconnects NEMA 4x the price is included in #13. The band clamp heaters are listed in the Aqua aerobics control drawings and being fed from their panel. And they'll be pulled in with controls. Noted.

Heaters
Original Plans called for (2) 10 kW heaters fed each via 50A/3P CB (later decreased to 40A/3P due to plan error) from LP-3 with one circuit being (3)#12, #12G, in 3/4" C (plan error) and the other circuit being (3)#8, #10G, in 3/4" C.
Updated to (4) 12 kW heaters each fed via 50A/3P CB from LP-3 with (3)#6, #10G, in 1" C.
EF-2
Original Plans called for this to be fed from LP-1 (plan error) and it was sized for 2 hp.
Decreased to 3/4 hp. Need to add 25A/1P CB to LP-3. I believe the use of this exhaust fan will be tied to a thermostat for cooling, and to the gas detection system if hazardous levels of CO or NO2 are detected.
EF-3
Adding a 1/8 hp Exhaust Fan in storage building. Not to be confused with existing EF-3 to remain in Blower Building. Need to add 15A/1P CB to LP-3. This fan will run continuous, so tied to a switch.
CO/NO2 Detection System
Coordinate unswitched 120V branch circuit to power CO/NO2 Detection System.

Replace old garage lights encompassed in elec room with new, style to match other new lights in blower building electrical room. All lights in room shall be switched together.

15. Is add a circuit from LP-1 to the five blower VFDS and run it through an auxiliary. That's \$925. No water. Pipe in the building so the grounding won't be necessary. We'll need to add lighting and exit lighting and light switch. We'll do that when we are directed.

16. 50-E-1. The changes addressed in the HVAC and panel. Schedule. **Noted.**

17. 99-E-1. The well pump was removed because they run new city water out there. **Acceptable request - Add to this WCD. V&K stated in the submittal for the contractor to provide this, but it wasn't used.**

18. 99-E-2. The bonding jumper at the ATS and MCC will be removed. Change the 30 amp Disconnects to 60 amp Disconnects ; on the. Mixers \$850

ask anthony if he wants to keep it. add comment to keep if yes.

19. 99- E-3. The same as 18. That means the bonding jumpers will be removed. **Noted.**

See #4 for Storage Building heater changes. Further price revision required.

20. 99-E-6. We added 2 40 AMP Breakers, to panel LP-3 \$815. And the gas safety building was deleted. Subtract \$1250.

This seems low. Modify deduct amount. Called out to be (4)#4, #8G, 1" C and it's something like 160'. Current material only pricing for #4 wire only is close to the amount proposed.

21. 99-E-4 and 99-E-5. HOA will be addressing the required wiring. **Noted.**

22. 99-E-7. Recommendations to add 3/0 service wires for the generator at the Head Works building \$4,724.

Hold off on this. Depending on what we get for Blower Building AC, I think we might be fine to just dial down long time trip on MCC Main to meet code.

#4 would be to change the 300 MCM feeders to 350 MCM for the blower service.

\$61,220. Ground blower MCC and transfer switch. Increase the ground from 1/0 to 3/0.

\$1,400.

#7. Change 4 number 10s to three number sixes. On the. Sampler Building \$5,460.

23. 99-E-8. No change is noted. **Noted.**

24. 99-E-8 again extend the light pool. Basis to 18 inches on 2 poles. \$870.

25. 99-E-10 I need to get more information. **Noted.**

26. 16110. Electrical Raceway. At this point I've already purchased the PVC coated Rob Roy. And as long as I seal it properly, it's got a enamel interior coating. It will work long term as long as it's installed properly. To use stainless steel, we'll have to work up a change order. #2. Liquid flexible metallic conduit I use will be aluminum and corrosion corrosive areas for your recommendation. **Noted.**

27. 16111. The hand holes will have. Crushed rock. The ones I've installed already have. **Noted.**

28. 16120. No notes. **Noted.**

We do not want to proceed with this change. It is not required.

29. 16140 Wiring devices. To put GFIS in the head work area. All the ones outside are already GFI, the three inside explosion proof ones. Would be about \$9,350. We could install GFI breaker instead because they're all three on the same circuit. That'd be about \$430. The GFI Breakers in control rooms. It'll be about \$1,740. That's both control rooms.

Proceed with this option. Add to this WCD.

We do not want to proceed with this change. It is not required.

30. 16455. Will be addressed as needed later **Noted.**

31. 16470 panels, no change required. For me. **Noted.**

32. 16485. That's priced in #13 with it's got all the. Name of 4x Equipment. **Noted.**

33. 17200. Change. Those will be by others, no change for me. **Noted. HOA will need to make these adjustments. Contractor to coordinate with HOA for changes.**

34. 17400. I will need more information. **Noted. HOA will need to make these adjustments. Contractor to coordinate with HOA for changes.**

35. The type and number of control wires. We will have to. Figure that out when we're done because the existing schedule is not accurate. I'll have to research every device. Which I have been doing. **Noted. Best advice right now is to go off provided equipment wiring diagrams, rather than plans.**

36. Change staging the wiring on the old SBR we will need to have someone working with the dig crew when removing dirt on the north, east, and south side of the old SBR to keep things working at all times **\$2400** **This will need further discussion for approval, depending on the SBR rehab process.**

37. Control room on hold for load shedding possibilities. **See direction in WCD.**

38. Storage building, I would update heaters to 480 volt to decrease the feeder wire size and add a 480 panel. **See direction in WCD.**

-the price will be forthcoming when changes are defined



To JEO and the City of David City,

Per WCD #12 on 11/11/2025, BRB was asked to provide pricing for modifications at the headworks building at the David City Wastewater Facility. The cost of these modifications will be \$12,265.35. A description of the modifications is as follows:

- Install a vapor barrier above the FRP ceiling.
- Extend the vent piping above the grit classifier.
- Install a flanged stainless steel backflow preventer on the water line.

If you have any questions about this pricing, feel free to reach out.

Thank You,

Josh Klug

Project Manager
BRB Contractors, Inc





Work Change Directive

WORK CHANGE DIRECTIVE NO. | 12
DATE | 11/11/25
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 Change to the scope of work to add a vapor barrier to the ceiling of the headworks building and additional piping for grit classifier ventilation.

Purpose of Change Directive To provide adequate venting for the grit classifier and seal off the attic of the headworks building to provide a classification separation between the room and the attic.

Attachment(s) Sheet 99-A-2 - Modifications to Detail 299
Specification - Vapor Barrier
Sheet 10-P-2 - Extension of Vent Piping
Section H - Extension of Vent Piping

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
\$ TBD

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.

Recommended:

Authorized:

Accepted:

ENGINEER

OWNER

CONTRACTOR

Date

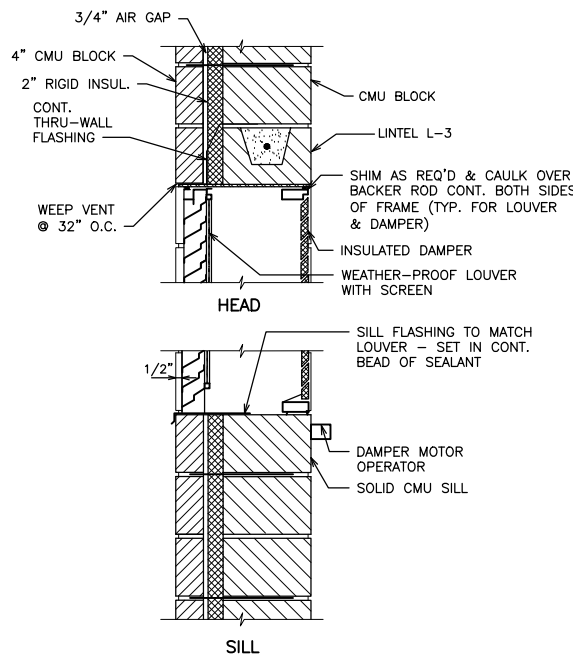
Date

Date

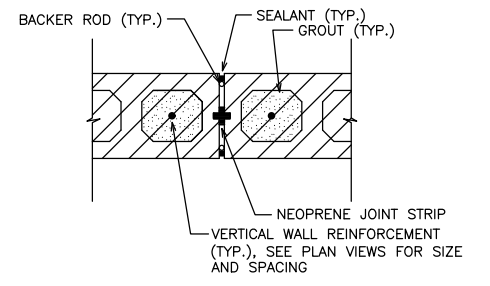
cc: Project Manager, Resident Project Representative, Contractor, Owner

PLOTTED: Friday, November 3, 2023 11:43:11 AM

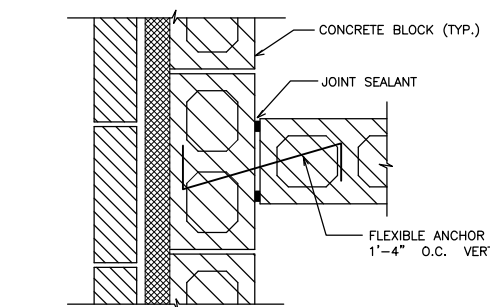
X-REFS: FILE PATH: \\VK-FS-WDMSHARE\0600\0647-DAVID_CITY_NE\0647-0005_WWTP_IMPROVEMENTS_DS\CADD_PRODDRAWINGS\99\99-A



MASONRY EXPANSION JOINT DETAIL (238)

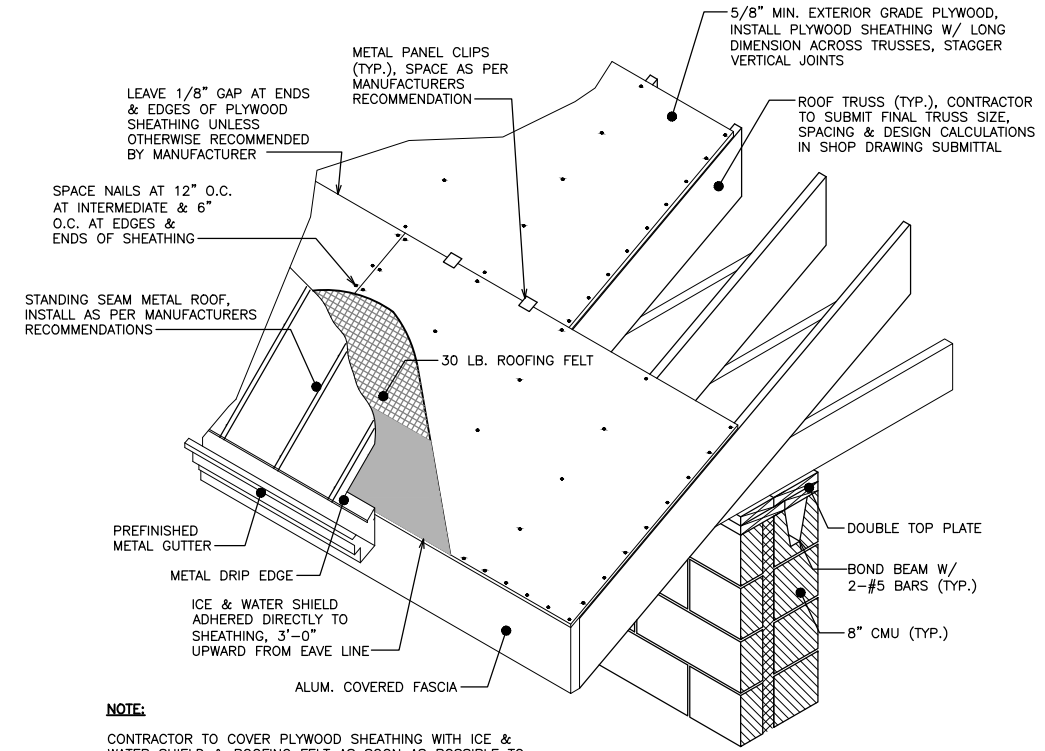


CONTINUOUS WALLS



INTERSECTING WALLS

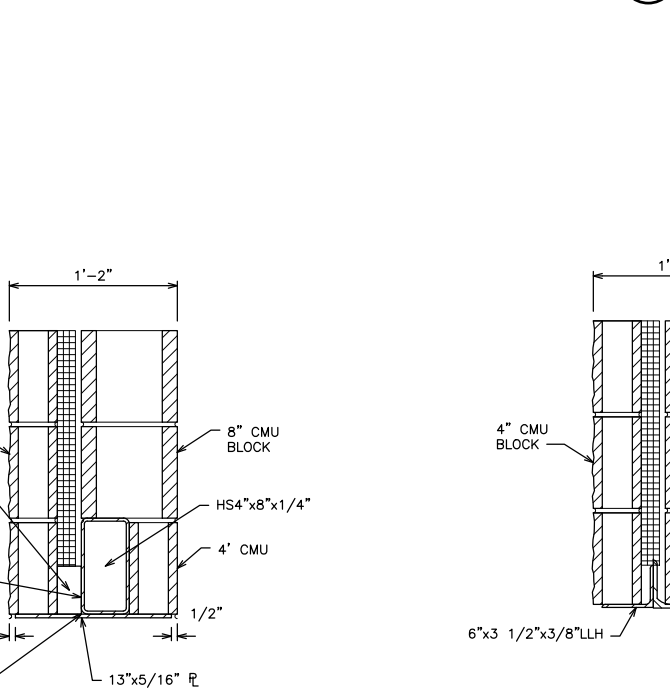
NOTE:
1. STOP TRUSS-TYPE REINFORCEMENT SHORT OF EACH SIDE OF EXPANSION JOINT. REINFORCE EXPANSION JOINT IN STRICT ACCORDANCE WITH BRICK INSTITUTE OF AMERICA TECH. NOTE 18A.



NOTE:
CONTRACTOR TO COVER PLYWOOD SHEATHING WITH ICE & WATER SHIELD & ROOFING FELT AS SOON AS POSSIBLE TO PROTECT PLYWOOD SHEATHING FROM MOISTURE BEFORE METAL ROOF IS INSTALLED.

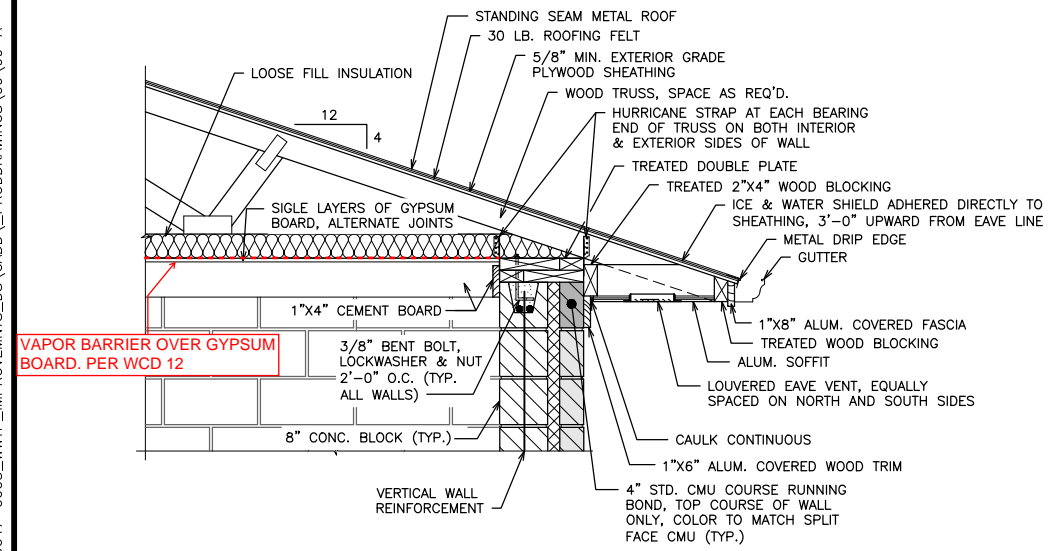
ROOF DETAIL 1 (253)

CONCRETE BLOCK CONTROL JOINT DETAILS (239)
NOT TO SCALE



LINTEL L-1 (239)
SCALE: 1" = 1'-0"

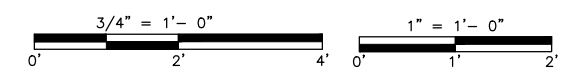
LINTEL L-2 (239)
SCALE: 1" = 1'-0"



NOTES:
1. OWNER TO SELECT COLOR OF ALUM. FASCIA, ALUM. SOFFIT, STANDING SEAM METAL ROOF & COLORED CEMENT BOARD.
2. INSTALL ALUM. FASCIA, COLORED CEMENT BOARD & ACCESSORIES PER MANUFACTURERS RECOMMENDATIONS.
3. SUBMIT PRODUCT LITERATURE ON ALUM. FASCIA, ALUM. SOFFIT & ACCESSORIES, STANDING SEAM METAL ROOF & COLORED CEMENT BOARD FOR ENGINEERS APPROVAL PRIOR TO ORDERING.

DETAIL MODIFICATIONS ONLY APPLY TO HEADWORKS BUILDING PER WCD 12

WOOD TRUSS BEARING DETAIL (299)
SCALE: 3/4" = 1'-0"



| DATE | REVISIONS | SCALE | AS NOTED |
|------|-----------|------------|-----------|
| - | - | DRAWN | BSS |
| | | CHECKED | MAS |
| | | APPROVED | HRV |
| | | DATE | 11/3/2023 |
| | | ISSUED FOR | BIDDING |

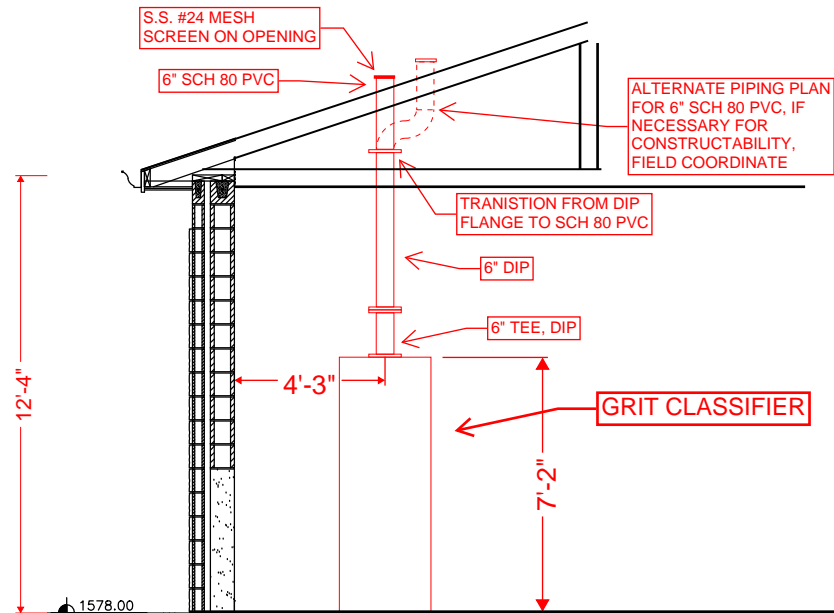


WASTEWATER TREATMENT PLANT IMPROVEMENTS
DAVID CITY, NEBRASKA

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-255-7448(FAX) • 800-241-8000(WATS)

ARCHITECTURAL DETAILS

DWG. NO.
99-A-2
118 OF 139
PROJECT 6475



SECTION H

David City
JEO

Cost Proposal: Headworks Building Modifications

Date: December 4, 2025

| Class of Work | QTY. | Unit | Unit Labor | Labor | Total Labor | Unit Material | Extended Material | Equipment Cost | Sub Contract |
|---|------|------|------------|-------|-------------|---------------|-------------------|----------------|--------------|
| Install New Backflow Preventer | 1.00 | DAYS | 130.00 | 4.00 | 520.00 | | 3096.39 | | |
| Run Pipe Through The Roof/Add Roof Curb | 1.00 | DAYS | 130.00 | 10.00 | 1300.00 | | 1500.00 | | |
| Install Vapor Barrier Above FRP | 1.00 | DAYS | 130.00 | 20.00 | 2600.00 | | 1090.00 | 350.00 | |
| | 1.00 | DAYS | | | 0.00 | | | | |
| | 2.50 | EA | | | 0.00 | | | | |
| | 3.50 | EA | | | 0.00 | | | | |
| | 1.00 | EA | | | 0.00 | | | | |
| | 1.00 | EA | | | 0.00 | | | | |
| Sub Totals: | | | | | \$4,420.00 | | \$5,686.39 | \$350.00 | \$0.00 |

| | | |
|------------------------------|--------|-------------|
| Material Sub-Total | | \$5,686.39 |
| Labor Sub-Total | | \$4,420.00 |
| Subcontractor-Total | | \$0.00 |
| Equipment Sub-Total | | \$350.00 |
| Sub-Total | | \$10,456.39 |
| Sub-Total Without Sub | | \$10,456.39 |
| Contractor's Fee | 15.00% | \$1,568.46 |
| Sub-Contractors Fee | 10.00% | \$0.00 |
| Sub-Total | | \$12,024.85 |
| Insurance and Bond | 2.00% | \$240.50 |
| Total | | \$12,265.35 |



White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

BRANCH ADDRESS

102 - LINCOLN NE
(402) 476-1984
1720 ADAMS STREET
LINCOLN NE 68521
LANCASTER

INVOICE

| |
|---------------------------|
| INVOICE NUMBER |
| 50034350212 |
| INVOICE DATE |
| 11/18/2025 |
| CUSTOMER PO NUMBER |
| SIKADUR 32 |

| |
|---|
| TO VIEW AND PAY ONLINE GO TO: |
| http://whitecap.billtrust.com |
| ENROLLMENT TOKEN: |
| WMF LMD LRL |

ACCOUNT # 33496000

TERRITORY:
SHIP TO: 10004855327

| |
|--------------------------------|
| MAKE CHECKS PAYABLE TO: |
| White Cap, L.P. |
| P.O. Box 4852 |
| ORLANDO, FL 32802-4852 |

BRB CONTRACTORS INC
PO BOX 750940
TOPEKA KS 66618

DAVID CITY WASTEWATER F
3461 M RD
DAVID CITY NE 68632

| | | | | |
|-------------------|---------------------|-------------------|---------------------------|-------------------------|
| ORDER DATE | ORDER NO. | ORDERED BY | ACCOUNT MANAGER | TAKEN BY |
| 11/13/2025 | 69585924 | DON TALIAFERRO | MARUSHAK, BRAD | MILLSTEAD, JAMES J |
| BRANCH | ACCT JOB NO. | TERMS | SHIP VIA / ROUTING | CUSTOMER JOB NO. |
| 102 | 10004855327 | NET 30 DAYS | 2. OUR TRUCK | DAVID CITY |

| LINE | PART NUMBER | DESCRIPTION | QTY ORD | UNIT PRICE | QTY BKO | QTY SHP | EXTENDED PRICE | TAX AMT |
|------|-------------|---|---------|------------|---------|---------|----------------|---------|
| 0 | HDRDESC | ***** DELIVERY TAG#: 37785154 SHIPPING NOTES: JOSH ORDERED THE VAPOR BARRIER ***** | 1 | 0 | 0 | 1 | 0.00 | |
| 1 | 43837002N | 2GAL KIT SIKADUR 32 HI-MOD EPOXY SIKA | 1 | 250.00 KIT | 0 | 1 | 250.00 | 0.00 |
| 2 | 432PT4180 | 4"X180' RED VAPOR BARRIER TAPE YELLOW GUARD | 2 | 30.00 RL | 0 | 2 | 60.00 | 0.00 |
| 3 | 4321514YL | 14'X140' 15MIL YELLOW GUARD VAPOR BARRIER | 2 | 390.00 RL | 0 | 2 | 780.00 | 0.00 |

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com

Pay your invoices online by visiting: <https://whitecap.billtrust.com>

Sales Tax Exemption Questions or Certificates: TaxExemptCredit@whitecap.com

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

| | | | |
|--|------------------------|------------------------------------|----------|
| For questions regarding this invoice please call (800) 209-3526 | | TOTAL GROSS | 1,090.00 |
| NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE | | TOTAL TAX | 0.00 |
| Visit https://www.whitecap.com/terms/terms-conditions-of-sale-terms to view complete terms and conditions. | | TOTAL SHIPPING AND HANDLING | 0.00 |
| RECEIVED BY: RICH | SIGNATURE COPY ON FILE | TOTAL INVOICE | 1,090.00 |

2-1/2" Deringer 40G (RP)

Reduced Pressure Backflow Preventer w/ OS&Y Gate Valves



SKU: D-2540G

Thread Size:

2 1/2" ▼

MSRP: \$8,859.00

Pro Price: \$3,096.39

Price includes standard ground shipping.

- 1 +

Add To Cart

♥ Wish List ↕ Compare

☰ Add to Requisition List

The 2 1/2" Deringer 40 Reduced Pressure Valve prevents non-health hazard pollutants and hazardous contaminants from entering a potable water supply system when backpressure and/or backsiphonage conditions occur.

The smallest, lightest, most economical, best performing, and only all stainless steel backflow preventer. Period.

**WORK CHANGE DIRECTIVE NO. 12 SPECIFICATION
VAPOR BARRIER**

PART 1 GENERAL

1.01 SECTION INCLUDED

- A. Vapor Retarders: Materials to make joint between exterior walls and roof water vapor resistant and air tight.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Vapor retarder under concrete slabs on grade.
- B. Section 07 21 26 - Blown Insulation: Vapor retarder installed in conjunction with blowing insulation.
- C. Section 07 92 00 - Joint Sealants: Sealing building expansion joints.

1.03 DEFINITIONS

- A. Weather Barrier: Assemblies that form either water-resistive barriers, air barriers, or vapor retarders.
- B. Vapor Retarder: Air tight barrier made of material that is relatively water vapor impermeable, to the degree specified, with sealed seams and with sealed joints to adjacent surfaces.
 - 1. Water Vapor Permeance: For purposes of conversion, $57.2 \text{ ng}/(\text{Pa s sq m}) = 1 \text{ perm}$.

1.04 REFERENCE STANDARDS

- A. AATCC Test Method 127 - Test Method for Water Resistance: Hydrostatic Pressure 2018, with Editorial Revision (2019).
- B. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection 2021.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023.
- D. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials 2022a, with Editorial Revision (2023).
- E. ASTM E2178 - Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials 2021a.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures
- B. Product Data: Provide data on material characteristics.
- C. Shop Drawings: Provide drawings of special joint conditions.
- D. Manufacturer's Installation Instructions: Indicate +preparation, installation methods, and storage and handling criteria.

1.06 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the materials manufacturers before, during and after installation.

PART 2 PRODUCTS

2.01 WEATHER BARRIER ASSEMBLIES

- A. Interior Vapor Retarder:
 - 1. On bottom face of rafters, under cladding, use mechanically fastened vapor retarder sheet.

2.02 VAPOR RETARDER MATERIALS (AIR BARRIER AND WATER-RESISTIVE)

- A. Vapor Retarder Sheet: Polyimide film vapor retarder for use with unfaced, vapor permeable glass fiber and mineral wool insulation in wall and ceiling cavities. Material has a permeance of perm or less when tested to ASTM E 86, dry cup method and increases to greater than 10 perms using the wet cup method.
 - 1. Water Vapor Permeance:
 - a. ASTM E 86, dry cup method: 1.0 perms (57ng/Pa*s*m2).
 - b. ASTM E 86, wet cup method: 10.0 perms (1144ng/Pa*s*m2).
 - 2. Fire Hazard Classification: ASTM E 84:
 - a. Maximum Flame Spread Index; 20.
 - b. Maximum Smoke Developed Index; 55.
 - 3. Manufacturers:
 - a. CertainTeed; MemBrain Vapor Retarder & Air Barrier Film: www.certainteed.com/insulation.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 ACCESSORIES

- A. Sealants, Tapes, and Accessories for Sealing Weather Barrier and Sealing Weather Barrier to Adjacent Substrates: As specified or as recommended by weather barrier manufacturer.
- B. Sheet Membrane Mounting Tape: Double-sided strip of pressure-sensitive, acrylic adhesive reinforced with embedded fiber-strand carrier layer and plastic backing.
 - 1. Width: 3/4 inch.
 - 2. Roll Length: 164 feet.
 - 3. Thickness: 14 mil, 0.014 inch.
 - 4. Manufacturers:
 - a. As recommended by vapor retarder sheet manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and conditions are ready to accept the work of this section.

3.02 PREPARATION

- A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.

3.03 INSTALLATION

- A. Install materials in accordance with manufacturer's instructions.
- B. Vapor Retarders: Install continuous air tight barrier over surfaces indicated, with sealed seams and with sealed joints to adjacent surfaces.

C. Mechanically Fastened Sheets - Vapor Retarder On Interior:

1. When insulation is to be installed in assembly, install vapor retarder over insulation.
2. Anchor to wood framing using large-headed nails or staples at 12 to 18 inches on center along each framing member covered; cover fasteners with seam tape.
3. Anchor to metal framing using seam tape, adhering at least one-half of tape width to substrate.
4. Seal seams, laps, perimeter edges, penetrations, tears, and cuts with self-adhesive tape, making air tight seal.
5. Locate laps at a framing member; at laps fasten one sheet to framing member then tape overlapping sheet to first sheet.
6. Seal entire perimeter to structure, window and door frames, and other penetrations.
7. Where conduit, pipes, wires, ducts, outlet boxes, and other items are installed in insulation cavity, pass vapor retarder sheet behind item but over insulation and maintain air tight seal.

3.04 PROTECTION

- A. Do not leave materials exposed to weather longer than recommended by manufacturer.
- B. Do not leave paper- or felt-based barriers exposed to weather for longer than one week.

END OF SECTION



To JEO and the City of David City,

BRB Contractors was asked to provide pricing for additional modifications to the electrical scope on the David City Wastewater Treatment Facility Improvements project. These modifications, labeled "Work Change Directive 13 – Electrical Modifications Summary – Part 2," are in addition to the modifications required as part of Work Change Directive #11 and focus primarily on the blower building and SBR. The total cost of these modifications will be \$75,378.00. A breakdown of the scope is provided below.

If there are any questions about this proposal, please feel free to reach out.

Thank You,

Josh Klug
Project Manager
BRB Contractors, Inc

Street Address:
**4646 NW Fielding Rd
Topeka, KS 66618**

Phone: 785-232-1245



Fax: 785-235-8045

Mailing Address:
**PO Box 750940
Topeka, KS 66675-0940**



Work Change Directive

WORK CHANGE DIRECTIVE NO. | 13
DATE | 12/16/25
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

See the attached David City WCD No. 13 Electrical Modifications Summary - Part 2 PDF for a complete summary of revisions regarding electrical work at the WWTF. This is a follow up to WCD#11, addressing remaining items associated with the SBR AC unit and service.

Purpose of Change Directive This change is to revise the electrical installation per comments that came from the Peer Review.

Attachment(s)

David City WCD No. 13 Electrical Modifications Summary
Power Distribution Revision Documentation Part 2
Things to Address and Approximate Cost PDF with JEO Responses Part 2

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

\$ TBD

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.

Recommended:

Authorized:

Accepted:

ENGINEER

OWNER

CONTRACTOR

Date

Date

Date

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

Work Change Directive No. 13 – Electrical Modifications Summary - Part 2

The following is the second part of a summary of the proposed modifications to the Electrical Work on the David City WWTF project. The list below shall be addressed within this Work Change Directive, and the Contractor shall provide a cost estimate to complete the work. See the pdf “Things to Address and Approximate Costs – Part 2” for additional details.

Blower Building Electrical Modifications:

- Install Blower Building larger AC unit and supplemental elec room heater per revised direction. Modify the proposed cost to accommodate items recommended in JEO’s comments.
 - See “Things to Address and Approximate Cost” PDF item 3.

- Remove four previously installed sets of (4) 300kcmil for proposed SBR service and replace with four sets of (4) 350kcmil to get the full 1200A capacity out of the electrical service. This shall be for the run from the service transformer to the service disconnect, from the service disconnect to the ATS, and from the ATS to the MCC.
 - See “Things to Address and Approximate Cost” PDF item 22, subpoint #4.
 - Please note that the cost to increase the ground from #1/0 to #3/0 from the service disconnect to the ATS, and from the ATS to the MCC was already included in WCD #11, so it should not be included within this price.

The following is a summary of JEO's assumptions and recommendations for Power Distribution. There are no items here that require any physical changes, only control lockouts to limit simultaneous loading.

Power Distribution Revision Documentation:

SBR / Blower Building Power Distribution Revisions:

- Service
 - As previously discussed, incoming service feeders are only rated for 1140A.
 - With the additional mechanical load, our NEC Design load is coming in slightly below this with the following load limitations:
 - Only three Blowers are allowed to run simultaneously.
 - Only three SBR Mixers are allowed to run simultaneously.
 - Only two SBR WAS Pumps are allowed to run simultaneously.
 - However, the main breaker is 1200A, so this is a code violation. It is recommended to replace the existing conductors with the appropriate size to avoid future confusion, maintain code compliance, and maintain our level of spare capacity as the service was already undersized with the loads shown and lockouts are already being implemented to keep it from being overloaded.
- Generator
 - With the generator being 500kW instead of the 600kW as shown on the plans, some additional consideration was given here to make sure we won't be undersized. In addition to the service limitations, the following assumptions were made:
 - Only two Blowers are allowed to run simultaneously through lockouts while on generator power.
 - Existing EF-3 in the blower building would not run at the same time as building heat.
 - Only two SBR decant control valves would operate simultaneously.
 - Only two SBR inlet control valves would operate simultaneously.
 - 50% DF on all motors fed from LP-1.
 - EF-2 in the storage building would not run at the same time as building heat.
 - Maximum 3/4 12 kW heaters in the storage building would operate simultaneously.
 - 50% DF on all remaining motors fed from LP-3.
 - LP-3 special receptacle load not included.
 - 85% DF for all motors fed from EM2.
 - Storage building water heater not included.
 - Storage building appliances not included (besides fridge)
 - Maximum 1/2 10 kW heaters in blower building would operate simultaneously (if two blowers are running together, they will be putting out a significant amount of heat)
 - Based on these assumptions, the 500kW generator set will be loaded to approximately 99% capacity.

ITEMS IN GREEN BOX = NO COMMENTS, ADD TO WCD PROPOSAL
 ITEMS IN ORANGE BOX = NEED TO BE MODIFIED PER COMMENT OR PROVIDE COST PER COMMENT
 ITEMS IN RED BOX = DECLINED

Updates in red

Things to Address and Approximate Cost Part 2

- ~~1. 480 Volt generator heater~~ Resolved
- ~~2. Upsize 2 heaters and AC at headworks~~ Included in Part 1 (WCD #11)
~~-Add one heater and one through wall unit \$3120~~
3. AC size in blower MCC ←
~~-Add through the wall unit \$900~~ \$900

Larger AC Unit
 Original Plans called for ACU-2 fed via 20A/3P CB from MCC-1 with (3)#12, #12G, in 3/4" C.
 Updated to larger unit tht will require 50A/3P CB from MCC-2 with (3)#6, #10G, in 1" C.
 Supplemental Heater
 Adding 3kW unit heater to electrical room. This can be fed from previous ACU-2 cubicle equipped with 20A/3P CB. Feeder shall be (3)#12, #12G, in 3/4" C.
- ~~4. The new stuff in storage building and for storage building~~ Included in Part 1 (WCD #11)
- ~~5. Upgrade VFD cables from #8 to #4? For the three primary pumps, \$8,800~~ Included in Part 1 (WCD #11)
- ~~6. Sludge flow meter. Check with Sarah, we have to get IO points.~~
- ~~7. Wire specs changed. Wire purchased is indoor and outdoor rated and sunlight resistant.~~
- ~~8. 02-E-1. Site plan East Head Works no change needed~~ Included in Part 1 (WCD #11)
- ~~9. 02-E-2. SBR site plan, no change. Grinder does not have two pumps, so we'll have to delete some control wires.~~
- ~~10. 10-E-1. Head works light. I address in item #2 which is HVAC.~~
- ~~11. 10-E-2. Head works power. The MCC is installed, so we've got that. Spacing taken care of, we need to install a second conduit for the transducer on the bar Screen, \$1,090~~ Included in Part 1 (WCD #11)
- ~~12. 25-E-1 pump station conduit motor leads in a separate conduit. And hand station. I don't see any changes on that either.~~
- ~~13. 35-E-1. The old SBRs All disconnects on the job. Except for the main service, 1200 and 400 amp have been changed from NEMA 3R to NEMA 4X and we have 4X hand stations. The headworks 5 disconnects have been excluded. That's \$16,950 Receptacles raised to 5 1/2 feet above the ground and then we added two seal offs. The two seal offs, there's 11 or 12 of them. That would be about \$1,850.~~ Included in Part 1 (WCD #11)
- ~~14. 40-E-1 The new SBR tank. Change 3R disconnects NEMA 4x the price is included in #13. The band clamp heaters are listed in the Aqua aerobics control drawings and being fed from their panel. And they'll be pulled in with controls.~~

- ~~15. Is add a circuit from LP-1 to the five blower VFDS and run it through an auxiliary. That's \$925. No water. Pipe in the building so the grounding won't be necessary. We'll need to add lighting and exit lighting and light switch. We'll do that when we are directed.~~ Included in Part 1 (WCD #11)
- ~~16. 50-E-1. The changes addressed in the HVAC and panel. Schedule.~~
- ~~17. 99-E-1. The well pump was removed because they run new city water out there.~~
- ~~18. 99-E-2. The bonding jumper at the ATS and MCC will be removed. Change the 30 amp Breakers to 60 amp Breakers on the Mixers \$850~~ Included in Part 1 (WCD #11)
- ~~19. 99-E-3. The same as 18. That means the bonding jumpers will be removed.~~
- ~~20. 99-E-6. We added 2 40 AMP Breakers, to panel LP-3 \$815. And the gas safety building was deleted. Subtract \$1250.~~ Included in Part 1 (WCD #11)
- ~~21. 99-E-4 and 99-E-5. HOA will be addressing the required wiring.~~
- ~~22. 99-E-7. Recommendations to add 3/0 service wires for the generator at the Head Works building \$4,724.~~ Included in Part 1 (WCD #11)
- ~~#4 would be to change the 300 MCM feeders to 350 MCM for the blower service.~~
- \$61,220. ~~Ground blower MCC and transfer switch. Increase the ground from 1/0 to 3/0.~~
- ~~\$1,400.~~ Included in Part 1 (WCD #11)
- ~~#7. Change 4 number 10s to three number sixes. On the. Sampler Building \$5,460.~~ Included in Part 1 (WCD #11)
- ~~23. 99-E-8. No change is noted.~~
- ~~24. 99-E-8 again extend the light pool. Basis to 18 inches on 2 poles, \$870.~~ Included in Part 1 (WCD #11)
- ~~25. 99-E-10 I need to get more information.~~
- ~~26. 16110. Electrical Raceway. At this point I've already purchased the PVC coated Rob Roy. And as long as I seal it properly, it's got a enamel interior coating. It will work long term as long as it's installed properly. To use stainless steel, we'll have to work up a change order. #2. Liquid flexible metallic conduit I use will be aluminum and corrosion corrosive areas for your recommendation.~~
- ~~27. 16111. The hand holes will have. Crushed rock. The ones I've installed already have.~~
- ~~28. 16120. No notes.~~
- ~~29. 16140 Wiring devices. To put GFIS in the head work area. All the ones outside are already GFI, the three inside explosion proof ones. Would be about \$9,350. We could install GFI breaker instead because they're all three on the same circuit. That'd be about \$430. The GFI Breakers in control rooms. It'll be about \$1,740. That's both control rooms.~~ Included in Part 1 (WCD #11)

Please provide updated price for this, as this price is a few months old and consists mostly of copper. Owner is in favor of maintaining full service capacity as we're already locking out some loads due to service constraints.

- ~~30. 16455. Will be addressed as needed later~~
- ~~31. 16470 panels, no change required. For me.~~
- ~~32. 16485. That's priced in #13 with it's got all the. Name of 4x Equipment.~~
- ~~33. 17200. Change. Those will be by others, no change for me.~~
- ~~34. 17400. I will need more information.~~
- ~~35. The type and number of control wires. We will have to. Figure that out when we're done because the existing schedule is not accurate. I'll have to research every device. Which I have been doing.~~
- ~~36. Change staging the wiring on the old SBR we will need to have someone working with the dig crew when removing dirt on the north, east, and south side of the old SBR to keep things working at all times \$2400~~
- ~~37. Control room on hold for load shedding possibilities.~~ Included in Part 1 (WCD #11)
- ~~38. Storage building, I would update heaters to 480 volt to decrease the feeder wire size and add a 480 panel.~~ Included in Part 1 (WCD #11)
 - ~~the price will be forthcoming when changes are defined~~

**David City
JEO**

Cost Proposal: Electrical and Instrumentation Modifications

Date: December 31, 2025

| Class of Work | QTY. | Unit | Unit Labor | Labor | Total Labor | Unit Material | Extended Material | Equipment Cost | Sub Contract |
|---|------|------|------------|-------|-------------|---------------|-------------------|----------------|--------------|
| Electrical Modifications (B&C) | 1.00 | EA | | | 0.00 | | | | 63920.00 |
| Programming Modifications (HOA) | 1.00 | EA | | | 0.00 | | | | |
| BRB Superintendent Time/Installation Assistance | 1.00 | EA | 130.00 | 24.00 | 3120.00 | | | | |
| | 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: | | | | | \$3,120.00 | | \$0.00 | \$0.00 | \$63,920.00 |

| | | |
|------------------------------|--------|-------------|
| Material Sub-Total | | \$0.00 |
| Labor Sub-Total | | \$3,120.00 |
| Subcontractor-Total | | \$63,920.00 |
| Equipment Sub-Total | | \$0.00 |
| Sub-Total | | \$67,040.00 |
| Sub-Total Without Sub | | \$3,120.00 |
| Contractor's Fee | 15.00% | \$468.00 |
| Sub-Contractors Fee | 10.00% | \$6,392.00 |
| Sub-Total | | \$73,900.00 |
| Insurance and Bond | 2.00% | \$1,478.00 |
| Total | | \$75,378.00 |

12/18/2025

(Electrical Modifications Part 2)



Prepared by: B and C Electrical Services
Subject: Proposed Modifications and Pricing for Electrical Work

Work Change Directive 13 Part 2 ~~And Work Change~~ ~~Directive 16~~

Project: Wastewater Treatment Facility Improvements
Project No.: 251034.00
Owner: City of David, NE City
Contractor: BRB Contractors, Inc

Work Change Directive 13 Part 2

1. AC size increased in blower MCC room. \$1800
2. Wiring of a heater unit. \$900
3. Changing blower service conductors 350 MCM. \$61,220



To JEO and the City of David City,

BRB Contractors was asked to provide a cost for modifications to the grading around the SBR basins on the David City Wastewater Treatment Facility project as part of Work Change Directive #16. Modifications include:

- Modifying the grading around the new SBR basins so that the sidewalk is the same around the basin.
- Modify the slope of the grading on the east side of the SBR basins. This will in turn affect the location of the gravel road.
- Modify the road in-between the two SBR basins, which includes a deduct for removing the concrete from the scope.
- Modify the grading on the south side of the structures, relocate the location of the electrical handhole and light fixture in that area.

The cost of these modifications will be \$52,195.89. A scope and drawings detailing what needs to be done is provided (as sent by JEO). If you have any questions, feel free to reach out.

Thank You,
Josh Klug
Project Manager
BRB Contractors, Inc

Street Address:
**4646 NW Fielding Rd
Topeka, KS 66618**

Phone: 785-232-1245



Fax: 785-235-8045

Mailing Address:
**PO Box 750940
Topeka, KS 66675-0940**



Work Change Directive

WORK CHANGE DIRECTIVE NO. | 16
DATE | 12/10/25
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 Change to the scope of work to modify the grading around the SBR basins and add a gravel driveway and path between the SBR basins.

Purpose of Change Directive To allow for easier maintenance to mow the grass around the SBRs and remove decanters from the new basins, as well as modify the sidewalk around the perimeter of the SBRs to be the same elevation.

Attachment(s)

- Sheet 02-C-12 - Modification to Grading Around SBRs
- Sheet 02-C-12 - Addition Of Gravel Driveway to Between SBRs
- Sheet 02-E-2 - Electrical Modifications Required For Gravel Driveway

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
\$ TBD

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.

Recommended:

Authorized:

Accepted:

ENGINEER

OWNER

CONTRACTOR

Date

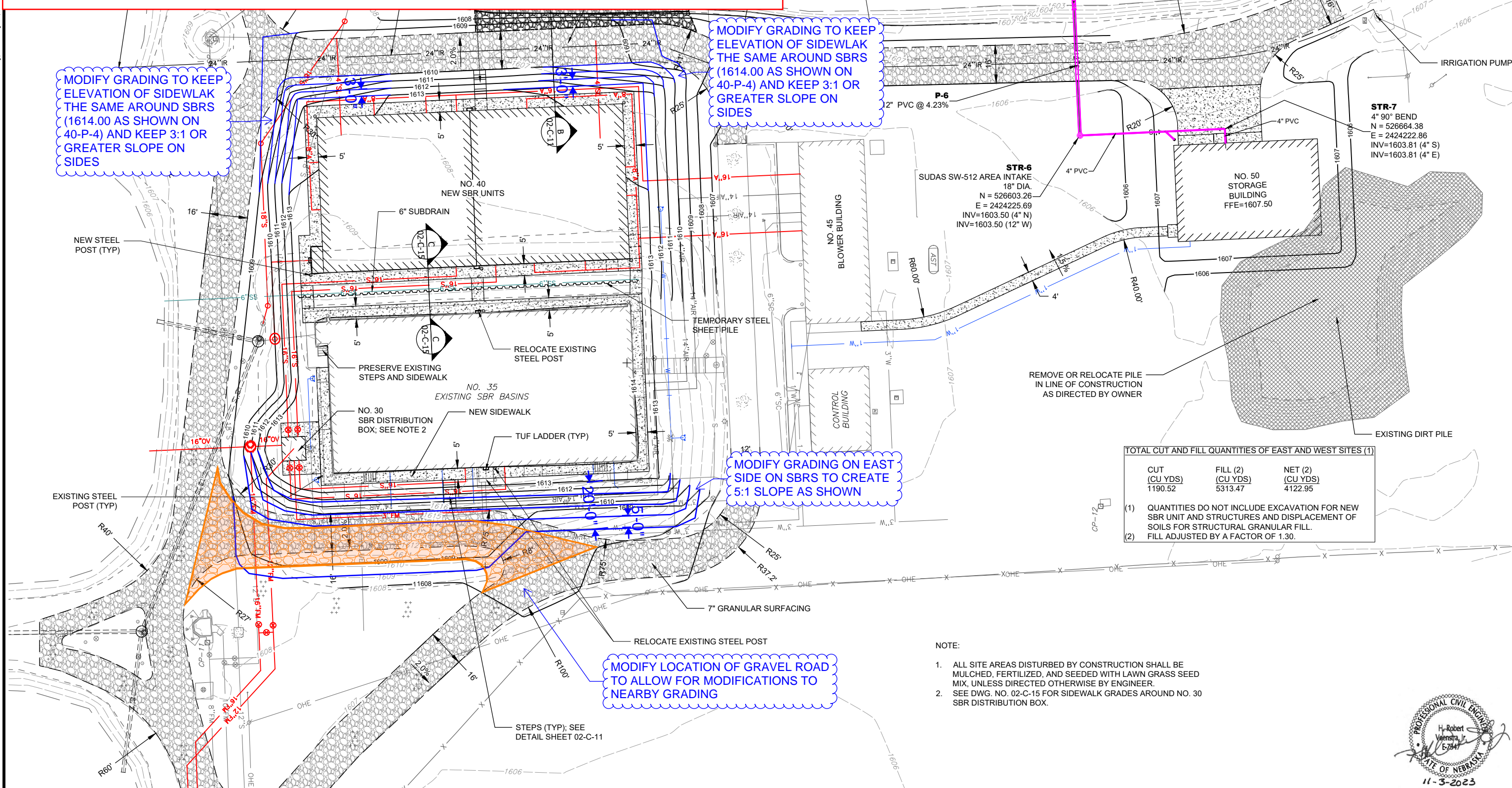
Date

Date

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

OPTIONS FOR SBR GRADING MODIFICATIONS

1. CHANGE TO SLOPE ON EAST SIDE OF SBRs SND MODIFICATIONS TO SIDEWALK ELEVATION AT SOUTHWEST AND NORTHWEST CORNERS



| TOTAL CUT AND FILL QUANTITIES OF EAST AND WEST SITES (1) | | |
|--|-------------------|------------------|
| CUT (CU YDS) | FILL (2) (CU YDS) | NET (2) (CU YDS) |
| 1190.52 | 5313.47 | 4122.95 |

(1) QUANTITIES DO NOT INCLUDE EXCAVATION FOR NEW SBR UNIT AND STRUCTURES AND DISPLACEMENT OF SOILS FOR STRUCTURAL GRANULAR FILL.
 (2) FILL ADJUSTED BY A FACTOR OF 1.30.

- NOTE:
- ALL SITE AREAS DISTURBED BY CONSTRUCTION SHALL BE MULCHED, FERTILIZED, AND SEED WITH LAWN GRASS SEED MIX, UNLESS DIRECTED OTHERWISE BY ENGINEER.
 - SEE DWG. NO. 02-C-15 FOR SIDEWALK GRADES AROUND NO. 30 SBR DISTRIBUTION BOX.



| DATE | REVISIONS | SCALE | AS NOTED |
|----------|----------------|------------|-----------|
| 11/29/23 | PER ADDENDUM 2 | DRAWN | BJL |
| | | CHECKED | JK |
| | | APPROVED | HRV |
| | | DATE | 11/3/2023 |
| | | ISSUED FOR | BIDDING |



WASTEWATER TREATMENT PLANT IMPROVEMENTS
 DAVID CITY, NEBRASKA

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
 515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)

WEST SITE GRADING PLAN

| DWG. NO. |
|--------------|
| REVISION 1 |
| 02-C-12 |
| 17 OF 139 |
| PROJECT 6475 |

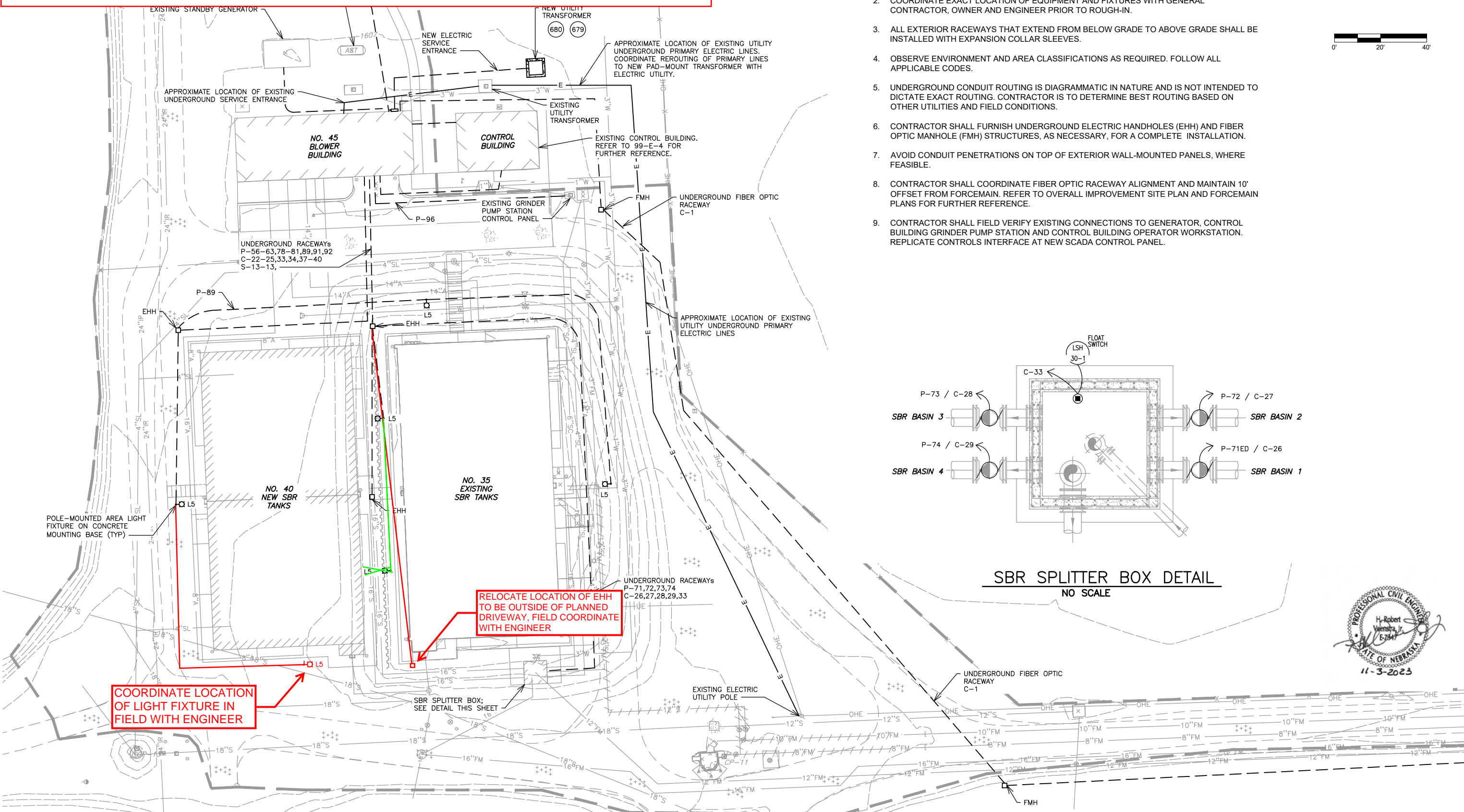
X-REFS: 6475 Topo & PROPOSED SITE & 6472-P-SANI & 6475-P-SANTARY
 FILE PATH: \\V-K-FSW\DWG\SHARE\0600\0647-DAVID_CITY_NE\0647-0005_WWTP_IMPROVEMENTS_DS\CADD\PRODDRAWINGS\02\02-C-GRADING
 PLOTTED: Saturday, February 13, 2021 9:52:33 AM

OPTIONS FOR SBR GRADING MODIFICATIONS

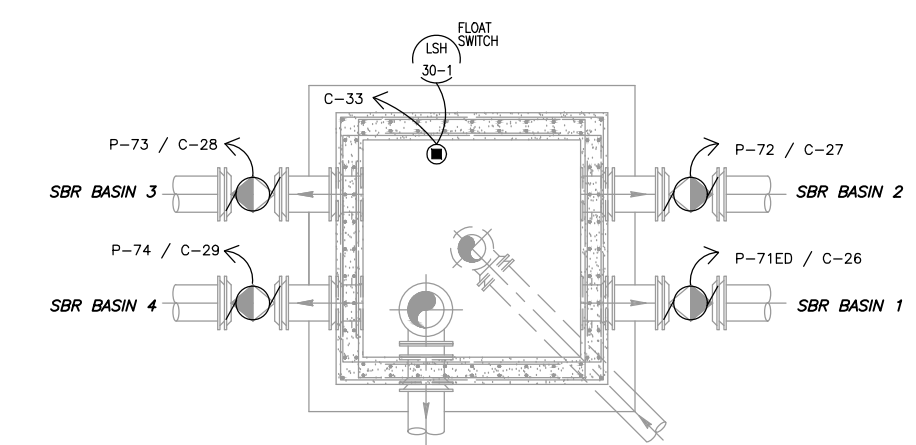
ELECTRICAL MODIFICATIONS REQUIRED FOR OPTION 2

PLOTTED: Friday, November 3, 2023 1:47:02 PM

X-REFS: PROPOSED SITE & 6475 Topo & 6472-P-SANI & AERIAL & 6475-LOON & SPLITTER BOX
FILE PATH: \\VK-FS\WDM\SHARE\0600\0647-DAVID-CITY_NE_0647-0005_WWTP_IMPROVEMENTS_DS\CADD_PRODDRAWINGS\02\02-E



- GENERAL NOTES:**
- DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
 - COORDINATE EXACT LOCATION OF EQUIPMENT AND FIXTURES WITH GENERAL CONTRACTOR, OWNER AND ENGINEER PRIOR TO ROUGH-IN.
 - ALL EXTERIOR RACEWAYS THAT EXTEND FROM BELOW GRADE TO ABOVE GRADE SHALL BE INSTALLED WITH EXPANSION COLLAR SLEEVES.
 - OBSERVE ENVIRONMENT AND AREA CLASSIFICATIONS AS REQUIRED. FOLLOW ALL APPLICABLE CODES.
 - UNDERGROUND CONDUIT ROUTING IS DIAGRAMMATIC IN NATURE AND IS NOT INTENDED TO DICTATE EXACT ROUTING. CONTRACTOR IS TO DETERMINE BEST ROUTING BASED ON OTHER UTILITIES AND FIELD CONDITIONS.
 - CONTRACTOR SHALL FURNISH UNDERGROUND ELECTRIC HANDHOLES (EHH) AND FIBER OPTIC MANHOLE (FMH) STRUCTURES, AS NECESSARY, FOR A COMPLETE INSTALLATION.
 - AVOID CONDUIT PENETRATIONS ON TOP OF EXTERIOR WALL-MOUNTED PANELS, WHERE FEASIBLE.
 - CONTRACTOR SHALL COORDINATE FIBER OPTIC RACEWAY ALIGNMENT AND MAINTAIN 10' OFFSET FROM FORCEMAIN. REFER TO OVERALL IMPROVEMENT SITE PLAN AND FORCEMAIN PLANS FOR FURTHER REFERENCE.
 - CONTRACTOR SHALL FIELD VERIFY EXISTING CONNECTIONS TO GENERATOR, CONTROL BUILDING GRINDER PUMP STATION AND CONTROL BUILDING OPERATOR WORKSTATION. REPLICATE CONTROLS INTERFACE AT NEW SCADA CONTROL PANEL.



| DATE | REVISIONS | SCALE | AS NOTED |
|------|-----------|------------|-----------|
| | | DRAWN | JDL |
| | | CHECKED | JDL |
| | | APPROVED | XXX |
| | | DATE | 11/3/2023 |
| | | ISSUED FOR | BIDDING |
| ### | | | |



WASTEWATER TREATMENT PLANT IMPROVEMENTS
DAVID CITY, NEBRASKA

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
 515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)

SBR AREA ELECTRICAL SITE PLAN

SHEET NO.
02-E-2
 29 OF 139
 PROJECT 6475



To JEO and the City of David City,

As an extension of Work Change Directive #7 on the David City Wastewater Facility Improvements project, a new air conditioning unit is required in the electrical room of the blower building. After several discussions, it was determined that the attached unit would meet the requirements provided by the engineer. This unit will sit on a pad to the north of the building and be run in via ductwork.

The price of these modifications will be \$36,495.60. The necessary electrical modifications that are required to accommodate the new unit were included in the proposal for WCD #13. If you have any questions, feel free to reach out.

Thank You,

Josh Klug
Project Manager
BRB Contractors, Inc.

Street Address:
**4646 NW Fielding Rd
Topeka, KS 66618**

Phone: 785-232-1245



Fax: 785-235-8045

Mailing Address:
**PO Box 750940
Topeka, KS 66675-0940**

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 Settlement Agreement | \$ | (10,000.00) |
| 3. Current Contract Price (Line 1 + Line 2) | \$ | 235,250.00 |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ | 235,250.00 |
| 5. Retainage | | |
| a. <u>0%</u> X <u>\$ 235,250.00</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) | \$ | 235,250.00 |
| 7. Less previous payments (Line 6 from prior application) | | |
| 8. Amount due this application | \$ | 235,250.00 |
| 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% | - |
| 7 | Project Settlement | 1.00 | LS | (10,000.00) | (10,000.00) | 1.00 | (10,000.00) | | (10,000.00) | 100% | - |
| | | | | | - | | - | | - | | - |
| | | | | | - | | - | | - | | - |
| Original Contract Totals | | | | | \$ 235,250.00 | | \$ 235,250.00 | \$ - | \$ 235,250.00 | 100% | \$ - |

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is entered into as of the date of the last signature below (the “Effective Date”) by and between The City of David City, Nebraska (the “City”), and Maguire Iron, Inc. (“Maguire”). Collectively, the City and Maguire are referred to as the “Parties” and each individually as a “Party.”

RECITALS

A. The City and Maguire executed a contract on June 26, 2024 (the “Contract”) for Maguire to perform work on the City’s elevated water storage tank (the “Water Tower”), including but not limited to providing services and materials for interior and exterior cleaning, overcoating, painting, installing a new safety climbing system, and miscellaneous repairs (the “Project”).

B. The Contract included liquidated damages for delays in achieving both substantial completion and final completion on the Project. Maguire achieved substantial completion twenty-five days past the deadline and final completion ninety-four days past the deadline, for a total liquidated damage claim of \$84,500 (the “Liquidated Damages”).

C. The Contract identified a total cost for the Project of \$245,250.00 payable upon satisfactory final completion, less Liquidated Damages.

D. In an effort to mitigate the amount of Liquidated Damages, the Parties agreed to a significant reduction to the Liquidated Damages, as well as terms for an extended warranty and a comprehensive maintenance program, as further detailed in this Agreement.

E. All Parties deny any wrongdoing or liability whatsoever. The Parties, without admitting liability, fault or indebtedness, fully settle their disputes and differences on the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by this reference) and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment. In contemplation of and consideration for each and every one of the agreements and covenants set forth herein, the City shall pay, and Maguire shall accept, the total sum of TWO HUNDRED THIRTY FIVE THOUSAND, TWO HUNDRED AND FIFTY DOLLARS AND NO CENTS (\$235,250.00) (the “Settlement Proceeds”). The Settlement Proceeds will be paid within fourteen (14) business days of the Effective Date of this Agreement.

2. Maguire’s Release. Maguire, on its behalf, and on behalf of its members, shareholders, managers, representatives, agents, successors, and assigns, hereby releases the City, and its managers, representatives, agents, successors, and assigns, from any and all claims, defenses, rights, causes of action, damages, losses, debts, demands, grievances, controversies, suits, actions, and liabilities of any kind or nature, whether in law, in equity, or otherwise, and

whether known, unknown, foreseen or unforeseen, relating to the Contract, Project, and Liquidated Damages through the Effective Date of this Agreement.

3. The City's Release. The City, on its behalf, and on behalf of its representatives, agents, successors, and assigns, hereby releases Maguire, and its members, shareholders, managers, representatives, agents, successors, and assigns, from any and all claims, defenses, rights, causes of action, damages, losses, debts, demands, grievances, controversies, suits, actions, and liabilities, whether in law, in equity, or otherwise, relating to the Liquidated Damages through the Effective Date of this Agreement. Any and all express or implied warranties for the services, workmanship, and materials provided under the Contract, at the Project, or as further detailed herein, are excluded from this release and nothing in this Agreement shall be construed to release the same.

4. Extended Warranty. Maguire shall honor an extended express warranty for six (6) years from the Effective Date, including, but not limited to, any issues with the workmanship on the Project, the materials supplied, or any other deficiencies on the Project. Any coating failures will be repaired or replaced entirely at Maguire's expense.

5. Comprehensive Maintenance Program. Maguire shall perform its standard one-year anniversary inspection of the Project under the terms of the Contract. In addition to the standard anniversary inspection, Maguire shall provide a comprehensive maintenance and inspection program in the years 2027, 2029, and 2031. The comprehensive maintenance program expressly includes: (a) draining and thoroughly washing-down the Water Tower's interior wet area to remove all sediment and debris; (b) detailed inspection of interior and exterior coatings, structural components, sanitary systems, safety features, and security elements; and (c) professional written reports, with photos, documenting current conditions, recommended future services, budget estimates, and full compliance with AWWA standards. The Parties shall mutually agree on the specific dates in each respective year for Maguire to provide the services subject to this section. For clarity and avoidance of doubt, the City shall not be required to pay anything more than the Settlement Proceeds for these services, and is releasing its claims to the Liquidated Damages as consideration for this maintenance program.

6. Indemnification. In contemplation of and consideration for each and every one of the agreements and covenants set forth herein, each of which is an essential and indispensable part hereof, Maguire, on its behalf and on behalf of its members, shareholders, managers, representatives, agents, successors, and assigns, agrees to and shall indemnify and hold harmless the City from and against any and all claims or demands for payment of any demand, claim, lien, or subrogation claim arising from or relating to the Contract, Project, and Maguire's further work pursuant to the comprehensive maintenance program.

7. Complete Agreement. This Agreement constitutes the entire agreement between Maguire and the City, and there are no agreements or representations of beyond those set forth herein. This Agreement may not be modified except upon the mutual written consent of the Parties. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.

8. Remedies. In the event of a breach or threatened breach of any provision of this Agreement, the other party shall be entitled to injunctions, both preliminary and final, enjoining and restraining such breach or threatened breach, in addition to all other remedies available at law or in equity, including actual damages.

9. Choice of Law. This Agreement shall be construed and enforced pursuant to the laws of the State of Nebraska. The Parties consent to the jurisdiction of the state and federal courts of the State of Nebraska for any actions to enforce, interpret or for the breach of any term of this Agreement.

10. Warrant of Authority. The signators below expressly warrant and represent that they have the full mental and physical capacity and are fully authorized to enter into and bind the Parties to this Agreement and each of its terms.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures transmitted by electronic means shall be treated as originals, and the Parties agree that signatures through DocuSign or similar means shall be treated as original signatures.

12. Construction. The Parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that the normal rules of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

[SIGNATURE PAGE TO FOLLOW]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNATURE PAGE TO SETTLEMENT AND RELEASE AGREEMENT

ACKNOWLEDGED AND AGREED:

MAGUIRE IRON, INC.

Signature:  _____

Printed Name: Troy Werdel

Its: SVP

Date: 1/8/2026

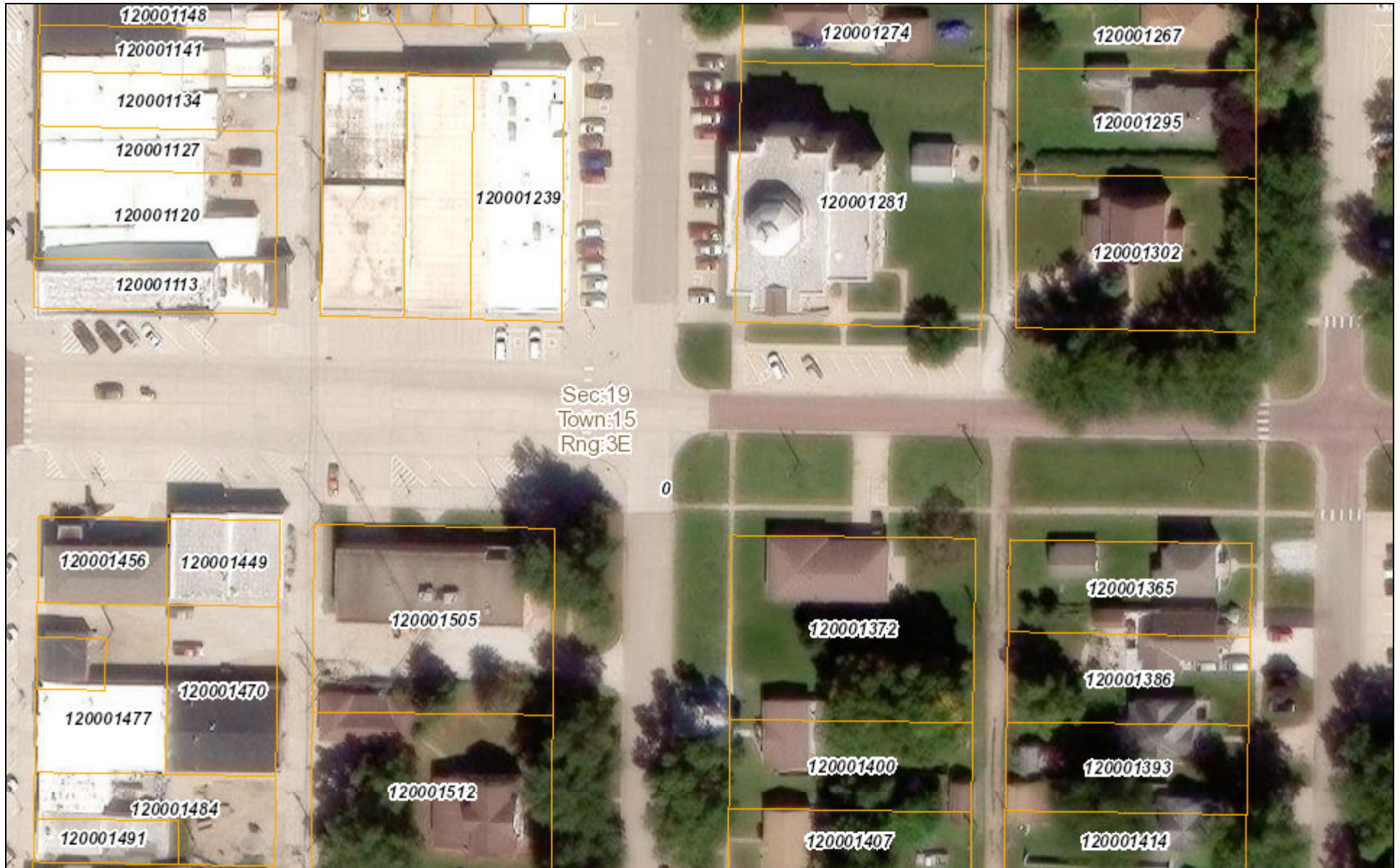
**THE CITY OF DAVID CITY,
NEBRASKA**

Signature: _____

Printed Name: _____

Its: Authorized Representative

Date: _____

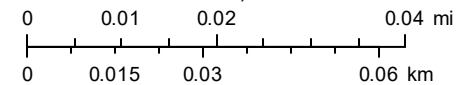


January 13, 2026
23:32 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:1,285

- Parcels
- Sections



RESOLUTION NO. 1-2026

RESOLUTION AUTHORIZING REFUNDS TO DAVID CITY ELECTRIC POWER RESIDENTIAL CUSTOMERS AS PART OF PRODUCTION COST ADJUSTMENT AS AUTHORIZED AND ALLOWED BY DAVID CITY ORDINANCE NO. 1522.

WHEREAS, the City of David City, Nebraska, owns and operates an electric distribution system which provides for the electric power needs of its citizens; and,

WHEREAS, the City must purchase the electric commodity from Nebraska Public Power District (NPPD) and must pay for that commodity and associated transmission services based on rates set by the NPPD Board of Directors; and,

WHEREAS, as part of production cost adjustment, the NPPD Board of Directors has issued refunds to the City for the electric commodity and associated transmission services in 2020 and 2021; and,

WHEREAS, David City Ordinance No. 1522 sets electric services rates as subject to production cost adjustment; and,

WHEREAS, as part of production cost adjustment, the City desires to issue refunds to residential customers in the approximate total amount of One Hundred Thousand Dollars and No Cents (\$100,000.00), distributed monthly over a time period of one (1) year beginning usage period January 2026 through December 2026 and based on a resident's total monthly kilowatt hour usage; and,

WHEREAS, the monthly total refund for each residential customer shall be calculated by multiplying .002063 by the customer's total kilowatt hour usage for the corresponding month.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA that the monthly refund of residential customers, as authorized and allowed as production cost adjustment by David City Ordinance No. 1522, shall be issued monthly and shall be calculated by multiplying .002063 by the customer's total kilowatt hour usage for the corresponding month beginning usage period January 2026 and ending December 2026.

PASSED AND APPROVED January 14, 2026.

CITY OF DAVID CITY, NEBRASKA

By _____
Jessica Miller, Mayor

ATTEST:

Lori Matchett, City Clerk

ORDINANCE NO. 1526

AN ORDINANCE ADOPTING A NEW PAY SCALE / SALARY FOR FULL-TIME AND PERMANENT PART-TIME EMPLOYEES; REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

SECTION 1. The Mayor and City Council of David City, Nebraska, do hereby establish and fix the pay scales and salaries attached for the attached positions for the appointed officers and employees of the City of David City, Nebraska.

SECTION 2. Any Cost-of-Living Adjustments (COLA) shall be given as approved by the City Council. (Cost of Living Adjustment for 2026 of ____%)

SECTION 3. Any and all ordinances or sections thereof, 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 4. This ordinance shall be published in pamphlet form and shall be in full force and effect on _____ following its passage, approval, and publication as provided by law and city ordinance.

PASSED AND APPROVED this ____ day of _____, 2026.

Jessica Miller, Mayor

Lori Matchett, City Clerk

1.5% Cost of Living Adjustment

| <u>Department</u> | | | | | | |
|---|---------|---------|---------|---------|---------|---------|
| <u>Position</u> | 1 | 2 | 3 | 4 | 5 | 6 |
| <u>City Hall</u> | | | | | | |
| Clerical I | \$15.23 | \$15.68 | \$16.04 | \$16.34 | \$16.77 | \$17.14 |
| Acct Clerk I | \$21.21 | \$21.85 | \$22.50 | \$23.18 | \$23.87 | \$24.59 |
| Acct Clerk II | \$26.43 | \$27.22 | \$28.04 | \$28.88 | \$29.75 | \$30.64 |
| (incl .50/hr if CMC; Ord. 1192) | \$26.93 | \$27.72 | \$28.54 | \$29.38 | \$30.25 | \$31.14 |
| <u>Power Plant</u> | | | | | | |
| Power Plant Op I | \$24.97 | \$25.72 | \$26.49 | \$27.28 | \$28.11 | \$28.95 |
| Power Plant Supervisor | \$37.43 | \$38.56 | \$39.72 | \$40.90 | \$42.13 | \$43.39 |
| <u>Electric</u> | | | | | | |
| Lineman Intern/School Trainee | \$21.32 | | | | | |
| Apprentice Lineman | \$26.31 | \$27.10 | \$27.91 | \$28.74 | \$29.61 | \$30.50 |
| Lineman 2nd Class | \$27.59 | \$28.42 | \$29.27 | \$30.15 | \$31.05 | \$31.98 |
| Lineman 2nd Class w/pass module 1 | \$28.34 | \$29.17 | \$30.02 | \$30.90 | \$31.80 | \$32.73 |
| Lineman 2nd Class w/pass module 2 | \$29.09 | \$29.92 | \$30.77 | \$31.65 | \$32.55 | \$33.48 |
| Lineman 2nd Class w/pass module 3 | \$29.84 | \$30.67 | \$31.52 | \$32.40 | \$33.30 | \$34.23 |
| Lineman 2nd Class w/Journeyman | \$33.34 | \$34.17 | \$35.02 | \$35.90 | \$36.80 | \$37.73 |
| Lineman 1st Class | \$32.61 | \$33.59 | \$34.60 | \$35.64 | \$36.70 | \$37.81 |
| Lineman 1st Class w/pass module 1 | \$33.36 | \$34.34 | \$35.35 | \$36.39 | \$37.45 | \$38.56 |
| Lineman 1st Class w/pass module 2 | \$34.11 | \$35.09 | \$36.10 | \$37.14 | \$38.20 | \$39.31 |
| Lineman 1st Class w/pass module 3 | \$34.86 | \$35.84 | \$36.85 | \$37.89 | \$38.95 | \$40.06 |
| Lineman 1st Class w/Journeyman | \$38.36 | \$39.34 | \$40.35 | \$41.39 | \$42.45 | \$43.56 |
| Line Foreman | \$38.47 | \$39.63 | \$40.81 | \$42.03 | \$43.30 | \$44.60 |
| Line Foreman w/pass module 1 | \$39.22 | \$40.38 | \$41.56 | \$42.78 | \$44.05 | \$45.35 |
| Line Foreman w/pass module 2 | \$39.97 | \$41.13 | \$42.31 | \$43.53 | \$44.80 | \$46.10 |
| Line Foreman w/pass module 3 | \$40.72 | \$41.88 | \$43.06 | \$44.28 | \$45.55 | \$46.85 |
| Line Foreman w/Journeyman | \$44.22 | \$45.38 | \$46.56 | \$47.78 | \$49.05 | \$50.35 |
| Electric Supervisor | \$42.96 | \$44.25 | \$45.58 | \$46.95 | \$48.35 | \$49.81 |
| Electric Supervisor w/pass module 1 | \$43.71 | \$45.00 | \$46.33 | \$47.70 | \$49.10 | \$50.56 |
| Electric Supervisor w/pass module 2 | \$44.46 | \$45.75 | \$47.08 | \$48.45 | \$49.85 | \$51.31 |
| Electric Supervisor w/pass module 3 | \$45.21 | \$46.50 | \$47.83 | \$49.20 | \$50.60 | \$52.06 |
| Electric Supervisor w/Journeyman | \$48.71 | \$50.00 | \$51.33 | \$52.70 | \$54.10 | \$55.56 |
| <i>*Week on call \$3.00 per hour increase to pay when the department is at four or less employees for rotation.</i> | | | | | | |
| <u>Water/Wastewater</u> | | | | | | |
| Water/Wastewater Operator I | \$23.45 | \$24.15 | \$24.88 | \$25.62 | \$26.39 | \$27.18 |
| Water/Wastewater Operator II | \$26.64 | \$27.45 | \$28.27 | \$29.11 | \$29.98 | \$30.89 |
| Water/Wastewater Data Manager | \$29.48 | \$30.36 | \$31.27 | \$32.21 | \$33.17 | \$34.18 |
| Water Plant Manager w/Grade II | \$33.17 | \$34.16 | \$35.19 | \$36.25 | \$37.33 | \$38.46 |
| Water Field Supervisor | \$26.49 | \$27.28 | \$28.11 | \$28.95 | \$29.82 | \$30.71 |

| | | | | | | |
|--|---------|---------|---------|--------------------------------|---------|---------|
| Water Supervisor | \$33.59 | \$34.59 | \$35.64 | \$36.70 | \$37.80 | \$38.94 |
| Wastewater Supervisor | \$32.17 | \$33.13 | \$34.12 | \$35.15 | \$36.21 | \$37.29 |
| <u>Street</u> | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| Maintenance Worker I | \$21.29 | \$21.93 | \$22.59 | \$23.27 | \$23.96 | \$24.68 |
| Maintenance Worker II | \$22.44 | \$23.11 | \$23.81 | \$24.52 | \$25.25 | \$26.01 |
| Street Foreman | \$25.99 | \$26.78 | \$27.58 | \$28.40 | \$29.25 | \$30.14 |
| Street Supervisor | \$31.45 | \$32.40 | \$33.37 | \$34.37 | \$35.40 | \$36.47 |
| <u>Parks</u> | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| Park Laborer | \$19.72 | \$20.31 | \$20.92 | \$21.55 | \$22.20 | \$22.86 |
| Parks & Auditorium Supervisor | \$28.17 | \$29.01 | \$29.88 | \$30.77 | \$31.70 | \$32.65 |
| <u>Recreation</u> | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| Recreation Coordinator | \$24.62 | \$25.36 | \$26.13 | \$26.91 | \$27.71 | \$28.54 |
| Recreation Director | \$28.17 | \$29.01 | \$29.88 | \$30.77 | \$31.70 | \$32.65 |
| <u>Police Department</u> | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| Police Clerical | \$15.23 | \$15.68 | \$16.15 | \$16.64 | \$17.13 | \$17.65 |
| Police Officer Uncertified | \$25.09 | \$25.62 | | | | |
| Police Officers | \$27.39 | \$28.22 | \$29.06 | \$29.93 | \$30.84 | \$31.76 |
| Police Sergeant/FTO | \$31.10 | \$32.03 | \$33.00 | \$33.98 | \$35.01 | \$36.05 |
| Asst Police Chief | \$33.41 | \$34.42 | \$35.44 | \$36.51 | \$37.61 | \$38.73 |
| <i>*Uncertified officers will move to step 2 after successful completion of certification through FTO training</i> | | | | | | |
| <i>*Upon completion of FTO, officer will move to Step 1 Police Officer</i> | | | | | | |
| <u>Part-Time</u> | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| Part-Time Workers | \$16.04 | \$16.51 | \$17.01 | \$17.53 | \$18.05 | \$18.59 |
| Summer Help | \$11.59 | \$11.94 | \$12.30 | \$12.58 (No more than 4 steps) | | |
| <u>Aquatic Center Staff</u> | | | | | | |
| Office/Slide/Concessions | \$11.85 | | | | | |
| Lifeguards | \$15.23 | | | | | |
| Aquatic Fitness Instructor | \$15.23 | | | | | |
| Swim Lesson Instructors | \$17.22 | | | | | |
| Assistant Managers | \$18.85 | | | | | |
| Manager | \$19.65 | | | | | |
| <u>Library Staff</u> | | | | | | |
| Director | \$24.87 | \$25.62 | \$26.38 | \$27.17 | \$27.98 | \$28.83 |
| Children's Librarian | \$19.86 | \$20.46 | \$21.07 | \$21.70 | \$22.36 | \$23.03 |
| Assistant II | \$19.86 | \$20.46 | \$21.07 | \$21.70 | \$22.36 | \$23.03 |
| Assistant II | \$13.70 | \$14.12 | \$14.53 | \$14.97 | \$15.42 | \$15.88 |

| | | | | | | |
|-----------------|--|---------|---------|---------|---------|---------|
| Substitute Aide | \$13.70 | \$14.12 | \$14.53 | \$14.97 | \$15.42 | \$15.88 |
| Janitor | \$500.00 per month - passed by Library Board on 3/6/2023 | | | | | |

| <u>Position</u> | Salaried Staff Pay Plan (Annual Rate) | |
|----------------------|---------------------------------------|-----------|
| | Minimum | Mid-Point |
| City Administrator - | \$50,014 | \$54,669 |
| Clerk/Treasurer | \$76,547 | \$83,672 |
| Police Chief | \$67,193 | \$73,448 |

| 7 | 8 | 9 | 10 |
|---------|---------|---------|---------|
| \$17.53 | \$17.92 | \$18.32 | \$18.74 |
| \$25.33 | \$26.09 | \$26.88 | \$27.68 |
| \$31.56 | \$32.51 | \$33.48 | \$34.49 |
| \$32.06 | \$33.01 | \$33.98 | \$34.99 |

| 7 | 8 | 9 | 10 |
|---------|---------|---------|---------|
| \$29.81 | \$30.70 | \$31.63 | \$32.58 |
| \$44.70 | \$46.04 | \$47.42 | \$48.84 |

| 7 | 8 | 9 | 10 |
|---------|---------|---------|---------|
| \$31.41 | \$32.36 | \$33.32 | \$34.33 |
| \$32.94 | \$33.93 | \$34.95 | \$35.99 |
| \$33.69 | \$34.68 | \$35.70 | \$36.74 |
| \$34.44 | \$35.43 | \$36.45 | \$37.49 |
| \$35.19 | \$36.18 | \$37.20 | \$38.24 |
| \$38.69 | \$39.68 | \$40.70 | \$41.74 |
| \$38.94 | \$40.11 | \$41.31 | \$42.55 |
| \$39.69 | \$40.86 | \$42.06 | \$43.30 |
| \$40.44 | \$41.61 | \$42.81 | \$44.05 |
| \$41.19 | \$42.36 | \$43.56 | \$44.80 |
| \$44.69 | \$45.86 | \$47.06 | \$48.30 |
| \$45.93 | \$47.31 | \$48.73 | \$50.42 |
| \$46.68 | \$48.06 | \$49.48 | \$51.17 |
| \$47.43 | \$48.81 | \$50.23 | \$51.92 |
| \$48.18 | \$49.56 | \$50.98 | \$52.67 |
| \$51.68 | \$53.06 | \$54.48 | \$56.17 |
| \$51.30 | \$52.84 | \$54.42 | \$56.06 |
| \$52.05 | \$53.59 | \$55.17 | \$56.81 |
| \$52.80 | \$54.34 | \$55.92 | \$57.56 |
| \$53.55 | \$55.09 | \$56.67 | \$58.31 |
| \$57.05 | \$58.59 | \$60.17 | \$61.81 |

| 7 | 8 | 9 | 10 |
|---------|---------|---------|---------|
| \$27.99 | \$28.84 | \$29.70 | \$30.59 |
| \$31.81 | \$32.76 | \$33.75 | \$34.76 |
| \$35.20 | \$36.26 | \$37.34 | \$38.46 |
| \$39.61 | \$40.79 | \$42.02 | \$43.28 |
| \$31.63 | \$32.58 | \$33.56 | \$34.56 |

| | | | |
|---------|---------|---------|---------|
| \$40.10 | \$41.31 | \$42.55 | \$43.82 |
| \$38.41 | \$39.55 | \$40.74 | \$41.97 |

| | | | |
|---------|---------|---------|---------|
| 7 | 8 | 9 | 10 |
| \$25.43 | \$26.19 | \$26.98 | \$27.78 |
| \$26.80 | \$27.60 | \$28.43 | \$29.28 |
| \$31.04 | \$31.97 | \$32.93 | \$33.92 |
| \$37.56 | \$38.68 | \$39.85 | \$41.04 |

| | | | |
|---------|---------|---------|---------|
| 7 | 8 | 9 | 10 |
| \$23.55 | \$24.26 | \$24.98 | \$25.73 |
| \$33.63 | \$34.64 | \$35.68 | \$36.75 |

| | | | |
|---------|---------|---------|---------|
| 7 | 8 | 9 | 10 |
| \$29.40 | \$30.29 | \$31.19 | \$32.12 |
| \$33.63 | \$34.64 | \$35.68 | \$36.75 |

| | | | |
|---------|---------|---------|---------|
| 7 | 8 | 9 | 10 |
| \$18.18 | \$18.73 | \$19.29 | \$19.86 |

| | | | |
|---------|---------|---------|---------|
| \$32.71 | \$33.69 | \$34.70 | \$35.75 |
| \$37.14 | \$38.25 | \$39.39 | \$40.58 |
| \$39.90 | \$41.10 | \$42.33 | \$43.59 |

| | | | |
|---------|---------|---------|---------|
| 7 | 8 | 9 | 10 |
| \$19.15 | \$19.72 | \$20.31 | \$20.93 |

| | | | |
|---------|---------|---------|---------|
| \$29.69 | \$30.58 | \$31.51 | \$32.45 |
| \$23.72 | \$24.43 | \$25.16 | \$25.91 |
| \$23.72 | \$24.43 | \$25.16 | \$25.91 |
| \$16.36 | \$16.85 | \$17.36 | \$17.87 |

\$16.36 \$16.85 \$17.36 \$17.87

of Pay)

Maximum

\$61,103

\$93,519

\$82,091

2% COLA

| Department | 1 | 2 | 3 | 4 | 5 | 6 |
|---|---------|---------|---------|---------|---------|---------|
| <u>City Hall</u> | | | | | | |
| Clerical I | \$15.30 | \$15.76 | \$16.12 | \$16.47 | \$16.85 | \$17.23 |
| Acct Clerk I | \$21.32 | \$21.96 | \$22.61 | \$23.30 | \$23.99 | \$24.71 |
| Acct Clerk II | \$26.56 | \$27.36 | \$28.18 | \$29.02 | \$29.90 | \$30.79 |
| (incl .50/hr if CMC; Ord. 1192) | \$27.06 | \$27.86 | \$28.68 | \$29.52 | \$30.40 | \$31.29 |
| <u>Power Plant</u> | 1 | 2 | 3 | 4 | 5 | 6 |
| Power Plant Op I | \$25.09 | \$25.85 | \$26.62 | \$27.42 | \$28.24 | \$29.09 |
| Power Plant Supervisor | \$37.62 | \$38.75 | \$39.91 | \$41.11 | \$42.34 | \$43.61 |
| <u>Electric</u> | 1 | 2 | 3 | 4 | 5 | 6 |
| Lineman Intern/School Trainee | \$21.42 | | | | | |
| Apprentice Lineman | \$26.44 | \$27.23 | \$28.05 | \$28.89 | \$29.75 | \$30.65 |
| Lineman 2nd Class | \$27.72 | \$28.56 | \$29.42 | \$30.29 | \$31.20 | \$32.14 |
| Lineman 2nd Class w/pass module 1 | \$28.47 | \$29.31 | \$30.17 | \$31.04 | \$31.95 | \$32.89 |
| Lineman 2nd Class w/pass module 2 | \$29.22 | \$30.06 | \$30.92 | \$31.79 | \$32.70 | \$33.64 |
| Lineman 2nd Class w/pass module 3 | \$29.97 | \$30.81 | \$31.67 | \$32.54 | \$33.45 | \$34.39 |
| Lineman 2nd Class w/Journeyman | \$33.47 | \$34.31 | \$35.17 | \$36.04 | \$36.95 | \$37.89 |
| Lineman 1st Class | \$32.77 | \$33.75 | \$34.77 | \$35.81 | \$36.88 | \$38.00 |
| Lineman 1st Class w/pass module 1 | \$33.52 | \$34.50 | \$35.52 | \$36.56 | \$37.63 | \$38.75 |
| Lineman 1st Class w/pass module 2 | \$34.27 | \$35.25 | \$36.27 | \$37.31 | \$38.38 | \$39.50 |
| Lineman 1st Class w/pass module 3 | \$35.02 | \$36.00 | \$37.02 | \$38.06 | \$39.13 | \$40.25 |
| Lineman 1st Class w/Journeyman | \$38.52 | \$39.50 | \$40.52 | \$41.56 | \$42.63 | \$43.75 |
| Line Foreman | \$38.66 | \$39.82 | \$41.01 | \$42.24 | \$43.51 | \$44.82 |
| Line Foreman w/pass module 1 | \$39.41 | \$40.57 | \$41.76 | \$42.99 | \$44.26 | \$45.57 |
| Line Foreman w/pass module 2 | \$40.16 | \$41.32 | \$42.51 | \$43.74 | \$45.01 | \$46.32 |
| Line Foreman w/pass module 3 | \$40.91 | \$42.07 | \$43.26 | \$44.49 | \$45.76 | \$47.07 |
| Line Foreman w/Journeyman | \$44.41 | \$45.57 | \$46.76 | \$47.99 | \$49.26 | \$50.57 |
| Electric Supervisor | \$43.18 | \$44.47 | \$45.81 | \$47.19 | \$48.59 | \$50.05 |
| Electric Supervisor w/pass module 1 | \$43.93 | \$45.22 | \$46.56 | \$47.94 | \$49.34 | \$50.80 |
| Electric Supervisor w/pass module 2 | \$44.68 | \$45.97 | \$47.31 | \$48.69 | \$50.09 | \$51.55 |
| Electric Supervisor w/pass module 3 | \$45.43 | \$46.72 | \$48.06 | \$49.44 | \$50.84 | \$52.30 |
| Electric Supervisor w/Journeyman | \$48.93 | \$50.22 | \$51.56 | \$52.94 | \$54.34 | \$55.80 |
| <i>*Week on call \$3.00 per hour increase to pay when the department is at four or less employees for rotation.</i> | | | | | | |
| <u>Water/Wastewater</u> | 1 | 2 | 3 | 4 | 5 | 6 |
| Water/Wastewater Operator I | \$23.56 | \$24.27 | \$25.00 | \$25.74 | \$26.52 | \$27.32 |
| Water/Wastewater Operator II | \$26.78 | \$27.58 | \$28.41 | \$29.25 | \$30.13 | \$31.04 |
| Water/Wastewater Data Manager | \$29.62 | \$30.51 | \$31.43 | \$32.36 | \$33.33 | \$34.34 |
| Water Plant Manager w/Grade II | \$33.33 | \$34.33 | \$35.36 | \$36.42 | \$37.52 | \$38.65 |
| Water Field Supervisor | \$26.62 | \$27.42 | \$28.24 | \$29.09 | \$29.97 | \$30.87 |

| | | | | | | |
|--|---------|---------|---------|--------------------------------|---------|---------|
| Water Supervisor | \$33.75 | \$34.76 | \$35.81 | \$36.88 | \$37.98 | \$39.13 |
| Wastewater Supervisor | \$32.32 | \$33.29 | \$34.29 | \$35.32 | \$36.38 | \$37.47 |
| <u>Street</u> | 1 | 2 | 3 | 4 | 5 | 6 |
| Maintenance Worker I | \$21.40 | \$22.04 | \$22.71 | \$23.39 | \$24.08 | \$24.81 |
| Maintenance Worker II | \$22.55 | \$23.23 | \$23.93 | \$24.64 | \$25.38 | \$26.14 |
| Street Foreman | \$26.12 | \$26.91 | \$27.71 | \$28.54 | \$29.40 | \$30.28 |
| Street Supervisor | \$31.61 | \$32.56 | \$33.54 | \$34.54 | \$35.58 | \$36.65 |
| <u>Parks</u> | 1 | 2 | 3 | 4 | 5 | 6 |
| Park Laborer | \$19.82 | \$20.41 | \$21.02 | \$21.65 | \$22.31 | \$22.97 |
| Parks & Auditorium Supervisor | \$28.31 | \$29.15 | \$30.03 | \$30.93 | \$31.85 | \$32.81 |
| <u>Recreation</u> | 1 | 2 | 3 | 4 | 5 | 6 |
| Recreation Coordinator | \$24.75 | \$25.49 | \$26.25 | \$27.04 | \$27.85 | \$28.68 |
| Recreation Director | \$28.31 | \$29.15 | \$30.03 | \$30.93 | \$31.85 | \$32.81 |
| <u>Police Department</u> | 1 | 2 | 3 | 4 | 5 | 6 |
| Police Clerical | \$15.30 | \$15.76 | \$16.23 | \$16.72 | \$17.22 | \$17.74 |
| Police Officer Uncertified | \$25.21 | \$25.74 | | | | |
| Police Officers | \$27.53 | \$28.36 | \$29.20 | \$30.08 | \$30.99 | \$31.92 |
| Police Sergeant/FTO | \$31.25 | \$32.19 | \$33.16 | \$34.15 | \$35.18 | \$36.23 |
| Asst Police Chief | \$33.58 | \$34.59 | \$35.62 | \$36.69 | \$37.79 | \$38.92 |
| <i>*Uncertified officers will move to step 2 after successful completion of certification through FTO training</i> | | | | | | |
| <i>*Upon completion of FTO, officer will move to Step 1 Police Officer</i> | | | | | | |
| <u>Part-Time</u> | 1 | 2 | 3 | 4 | 5 | 6 |
| Part-Time Workers | \$16.12 | \$16.60 | \$17.10 | \$17.62 | \$18.14 | \$18.69 |
| Summer Help | \$11.65 | \$12.00 | \$12.36 | \$12.64 (No more than 4 steps) | | |
| <u>Aquatic Center Staff</u> | | | | | | |
| Office/Slide/Concessions | \$11.90 | | | | | |
| Lifeguards | \$15.30 | | | | | |
| Aquatic Fitness Instructor | \$15.30 | | | | | |
| Swim Lesson Instructors | \$17.31 | | | | | |
| Assistant Managers | \$18.94 | | | | | |
| Manager | \$19.75 | | | | | |
| <u>Library Staff</u> | | | | | | |
| Director | \$24.99 | \$25.74 | \$26.51 | \$27.31 | \$28.12 | \$28.97 |
| Children's Librarian | \$19.96 | \$20.56 | \$21.18 | \$21.81 | \$22.47 | \$23.14 |
| Assistant II | \$19.96 | \$20.56 | \$21.18 | \$21.81 | \$22.47 | \$23.14 |
| Assistant II | \$13.77 | \$14.19 | \$14.61 | \$15.05 | \$15.49 | \$15.96 |

| | | | | | | |
|-----------------|--|---------|---------|---------|---------|---------|
| Substitute Aide | \$13.77 | \$14.19 | \$14.61 | \$15.05 | \$15.49 | \$15.96 |
| Janitor | \$500.00 per month - passed by Library Board on 3/6/2023 | | | | | |

| <u>Position</u> | Salaried Staff Pay Plan (Annual Rate) | |
|---------------------------|---------------------------------------|-----------|
| | Minimum | Mid-Point |
| City Administrator Intern | \$50,261 | \$54,939 |
| Clerk/Treasurer | \$76,924 | \$84,084 |
| Police Chief | \$67,524 | \$73,809 |

| 7 | 8 | 9 | 10 |
|---------|---------|---------|---------|
| \$17.62 | \$18.01 | \$18.41 | \$18.83 |
| \$25.46 | \$26.21 | \$27.01 | \$27.82 |
| \$31.71 | \$32.67 | \$33.65 | \$34.66 |
| \$32.21 | \$33.17 | \$34.15 | \$35.16 |

| 7 | 8 | 9 | 10 |
|---------|---------|---------|---------|
| \$29.96 | \$30.86 | \$31.78 | \$32.74 |
| \$44.92 | \$46.27 | \$47.65 | \$49.08 |

| 7 | 8 | 9 | 10 |
|---------|---------|---------|---------|
| \$31.57 | \$32.52 | \$33.49 | \$34.50 |
| \$33.10 | \$34.10 | \$35.12 | \$36.17 |
| \$33.85 | \$34.85 | \$35.87 | \$36.92 |
| \$34.60 | \$35.60 | \$36.62 | \$37.67 |
| \$35.35 | \$36.35 | \$37.37 | \$38.42 |
| \$38.85 | \$39.85 | \$40.87 | \$41.92 |
| \$39.13 | \$40.31 | \$41.51 | \$42.76 |
| \$39.88 | \$41.06 | \$42.26 | \$43.51 |
| \$40.63 | \$41.81 | \$43.01 | \$44.26 |
| \$41.38 | \$42.56 | \$43.76 | \$45.01 |
| \$44.88 | \$46.06 | \$47.26 | \$48.51 |
| \$46.16 | \$47.54 | \$48.97 | \$50.44 |
| \$46.91 | \$48.29 | \$49.72 | \$51.19 |
| \$47.66 | \$49.04 | \$50.47 | \$51.94 |
| \$48.41 | \$49.79 | \$51.22 | \$52.69 |
| \$51.91 | \$53.29 | \$54.72 | \$56.19 |
| \$51.55 | \$53.10 | \$54.69 | \$56.33 |
| \$52.30 | \$53.85 | \$55.44 | \$57.08 |
| \$53.05 | \$54.60 | \$56.19 | \$57.83 |
| \$53.80 | \$55.35 | \$56.94 | \$58.58 |
| \$57.30 | \$58.85 | \$60.44 | \$62.08 |

| 7 | 8 | 9 | 10 |
|---------|---------|---------|---------|
| \$28.13 | \$28.98 | \$29.85 | \$30.74 |
| \$31.97 | \$32.93 | \$33.92 | \$34.94 |
| \$35.37 | \$36.43 | \$37.53 | \$38.65 |
| \$39.80 | \$40.99 | \$42.23 | \$43.49 |
| \$31.78 | \$32.74 | \$33.72 | \$34.73 |

| | | | |
|---------|---------|---------|---------|
| \$40.30 | \$41.51 | \$42.76 | \$44.03 |
| \$38.60 | \$39.75 | \$40.94 | \$42.18 |

| | | | |
|---------|---------|---------|---------|
| 7 | 8 | 9 | 10 |
| \$25.55 | \$26.32 | \$27.11 | \$27.92 |
| \$26.93 | \$27.73 | \$28.57 | \$29.43 |
| \$31.19 | \$32.13 | \$33.09 | \$34.09 |
| \$37.74 | \$38.87 | \$40.05 | \$41.24 |

| | | | |
|---------|---------|---------|---------|
| 7 | 8 | 9 | 10 |
| \$23.66 | \$24.38 | \$25.10 | \$25.86 |
| \$33.79 | \$34.81 | \$35.85 | \$36.93 |

| | | | |
|---------|---------|---------|---------|
| 7 | 8 | 9 | 10 |
| \$29.55 | \$30.44 | \$31.34 | \$32.28 |
| \$33.79 | \$34.81 | \$35.85 | \$36.93 |

| | | | |
|---------|---------|---------|---------|
| 7 | 8 | 9 | 10 |
| \$18.27 | \$18.82 | \$19.38 | \$19.96 |

| | | | |
|---------|---------|---------|---------|
| \$32.87 | \$33.85 | \$34.87 | \$35.92 |
| \$37.32 | \$38.43 | \$39.59 | \$40.78 |
| \$40.10 | \$41.30 | \$42.53 | \$43.81 |

| | | | |
|---------|---------|---------|---------|
| 7 | 8 | 9 | 10 |
| \$19.25 | \$19.82 | \$20.41 | \$21.03 |

| | | | | | | |
|---------|---------|---------|---------|-------------|-------------|-------------|
| \$29.84 | \$30.73 | \$31.66 | \$32.61 | \$49,275.00 | \$75,416.00 | \$66,200.00 |
| \$23.84 | \$24.55 | \$25.29 | \$26.04 | \$985.50 | \$1,508.32 | \$1,324.00 |
| \$23.84 | \$24.55 | \$25.29 | \$26.04 | \$50,260.50 | \$76,924.32 | \$67,524.00 |
| \$16.44 | \$16.93 | \$17.44 | \$17.96 | | | |

\$16.44 \$16.93 \$17.44 \$17.96

of Pay)

Maximum

\$61,405

\$93,979

\$82,495

| | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|
| \$14.75 | \$15.19 | \$15.65 | \$16.12 | \$16.60 | \$17.10 | \$17.61 |
| \$0.30 | \$0.30 | \$0.31 | \$0.32 | \$0.33 | \$0.34 | \$0.35 |
| \$15.05 | \$15.49 | \$15.96 | \$16.44 | \$16.93 | \$17.44 | \$17.96 |

1% COLA

| Department | | | | | | |
|---|---------|---------|---------|---------|---------|---------|
| Position | 1 | 2 | 3 | 4 | 5 | 6 |
| <u>City Hall</u> | | | | | | |
| Clerical I | \$15.15 | \$15.60 | \$15.96 | \$16.31 | \$16.69 | \$17.06 |
| Acct Clerk I | \$21.11 | \$21.75 | \$22.39 | \$23.07 | \$23.76 | \$24.47 |
| Acct Clerk II | \$26.30 | \$27.09 | \$27.91 | \$28.73 | \$29.60 | \$30.49 |
| (incl .50/hr if CMC; Ord. 1192) | \$26.80 | \$27.59 | \$28.41 | \$29.23 | \$30.10 | \$30.99 |
| <u>Power Plant</u> | | | | | | |
| Power Plant Op I | \$24.85 | \$25.59 | \$26.36 | \$27.15 | \$27.97 | \$28.81 |
| Power Plant Supervisor | \$37.25 | \$38.37 | \$39.52 | \$40.70 | \$41.93 | \$43.18 |
| <u>Electric</u> | | | | | | |
| Lineman Intern/School Trainee | \$21.21 | | | | | |
| Apprentice Lineman | \$26.18 | \$26.97 | \$27.78 | \$28.60 | \$29.46 | \$30.35 |
| Lineman 2nd Class | \$27.45 | \$28.28 | \$29.13 | \$30.00 | \$30.90 | \$31.83 |
| Lineman 2nd Class w/pass module 1 | \$28.20 | \$29.03 | \$29.88 | \$30.75 | \$31.65 | \$32.58 |
| Lineman 2nd Class w/pass module 2 | \$28.95 | \$29.78 | \$30.63 | \$31.50 | \$32.40 | \$33.33 |
| Lineman 2nd Class w/pass module 3 | \$29.70 | \$30.53 | \$31.38 | \$32.25 | \$33.15 | \$34.08 |
| Lineman 2nd Class w/Journeyman | \$33.20 | \$34.03 | \$34.88 | \$35.75 | \$36.65 | \$37.58 |
| Lineman 1st Class | \$32.45 | \$33.42 | \$34.43 | \$35.46 | \$36.52 | \$37.62 |
| Lineman 1st Class w/pass module 1 | \$33.20 | \$34.17 | \$35.18 | \$36.21 | \$37.27 | \$38.37 |
| Lineman 1st Class w/pass module 2 | \$33.95 | \$34.92 | \$35.93 | \$36.96 | \$38.02 | \$39.12 |
| Lineman 1st Class w/pass module 3 | \$34.70 | \$35.67 | \$36.68 | \$37.71 | \$38.77 | \$39.87 |
| Lineman 1st Class w/Journeyman | \$38.20 | \$39.17 | \$40.18 | \$41.21 | \$42.27 | \$43.37 |
| Line Foreman | \$38.28 | \$39.43 | \$40.61 | \$41.82 | \$43.09 | \$44.38 |
| Line Foreman w/pass module 1 | \$39.03 | \$40.18 | \$41.36 | \$42.57 | \$43.84 | \$45.13 |
| Line Foreman w/pass module 2 | \$39.78 | \$40.93 | \$42.11 | \$43.32 | \$44.59 | \$45.88 |
| Line Foreman w/pass module 3 | \$40.53 | \$41.68 | \$42.86 | \$44.07 | \$45.34 | \$46.63 |
| Line Foreman w/Journeyman | \$44.03 | \$45.18 | \$46.36 | \$47.57 | \$48.84 | \$50.13 |
| Electric Supervisor | \$42.75 | \$44.04 | \$45.36 | \$46.72 | \$48.12 | \$49.56 |
| Electric Supervisor w/pass module 1 | \$43.50 | \$44.79 | \$46.11 | \$47.47 | \$48.87 | \$50.31 |
| Electric Supervisor w/pass module 2 | \$44.25 | \$45.54 | \$46.86 | \$48.22 | \$49.62 | \$51.06 |
| Electric Supervisor w/pass module 3 | \$45.00 | \$46.29 | \$47.61 | \$48.97 | \$50.37 | \$51.81 |
| Electric Supervisor w/Journeyman | \$48.50 | \$49.79 | \$51.11 | \$52.47 | \$53.87 | \$55.31 |
| <i>*Week on call \$3.00 per hour increase to pay when the department is at four or less employees for rotation.</i> | | | | | | |
| <u>Water/Wastewater</u> | | | | | | |
| Water/Wastewater Operator I | \$23.33 | \$24.03 | \$24.76 | \$25.49 | \$26.26 | \$27.05 |
| Water/Wastewater Operator II | \$26.51 | \$27.31 | \$28.13 | \$28.97 | \$29.84 | \$30.73 |
| Water/Wastewater Data Manager | \$29.33 | \$30.21 | \$31.12 | \$32.05 | \$33.01 | \$34.01 |
| Water Plant Manager w/Grade II | \$33.01 | \$34.00 | \$35.02 | \$36.07 | \$37.15 | \$38.27 |
| Water Field Supervisor | \$26.36 | \$27.15 | \$27.97 | \$28.81 | \$29.67 | \$30.56 |

| | | | | | | |
|--|---------|---------|---------|--------------------------------|---------|---------|
| Water Supervisor | \$33.42 | \$34.42 | \$35.46 | \$36.52 | \$37.61 | \$38.74 |
| Wastewater Supervisor | \$32.01 | \$32.97 | \$33.96 | \$34.98 | \$36.03 | \$37.11 |
| | | | | | | |
| <u>Street</u> | 1 | 2 | 3 | 4 | 5 | 6 |
| Maintenance Worker I | \$21.19 | \$21.83 | \$22.48 | \$23.16 | \$23.85 | \$24.56 |
| Maintenance Worker II | \$22.33 | \$23.00 | \$23.69 | \$24.40 | \$25.13 | \$25.89 |
| Street Foreman | \$25.87 | \$26.64 | \$27.44 | \$28.26 | \$29.11 | \$29.99 |
| Street Supervisor | \$31.30 | \$32.24 | \$33.21 | \$34.20 | \$35.23 | \$36.29 |
| | | | | | | |
| <u>Parks</u> | 1 | 2 | 3 | 4 | 5 | 6 |
| Park Laborer | \$19.62 | \$20.21 | \$20.82 | \$21.44 | \$22.09 | \$22.75 |
| Parks & Auditorium Supervisor | \$28.03 | \$28.87 | \$29.73 | \$30.62 | \$31.54 | \$32.49 |
| | | | | | | |
| <u>Recreation</u> | 1 | 2 | 3 | 4 | 5 | 6 |
| Recreation Coordinator | \$24.50 | \$25.24 | \$26.00 | \$26.78 | \$27.57 | \$28.40 |
| Recreation Director | \$28.03 | \$28.87 | \$29.73 | \$30.62 | \$31.54 | \$32.49 |
| | | | | | | |
| <u>Police Department</u> | 1 | 2 | 3 | 4 | 5 | 6 |
| Police Clerical | \$15.15 | \$15.60 | \$16.07 | \$16.55 | \$17.05 | \$17.56 |
| Police Officer Uncertified | \$24.97 | \$25.49 | | | | |
| Police Officers | \$27.26 | \$28.08 | \$28.92 | \$29.78 | \$30.68 | \$31.60 |
| Police Sergeant/FTO | \$30.95 | \$31.88 | \$32.84 | \$33.81 | \$34.83 | \$35.88 |
| Asst Police Chief | \$33.25 | \$34.25 | \$35.27 | \$36.33 | \$37.42 | \$38.54 |
| <i>*Uncertified officers will move to step 2 after successful completion of certification through FTO training</i> | | | | | | |
| <i>*Upon completion of FTO, officer will move to Step 1 Police Officer</i> | | | | | | |
| | | | | | | |
| <u>Part-Time</u> | 1 | 2 | 3 | 4 | 5 | 6 |
| Part-Time Workers | \$15.96 | \$16.43 | \$16.93 | \$17.44 | \$17.96 | \$18.50 |
| Summer Help | \$11.53 | \$11.88 | \$12.24 | \$12.51 (No more than 4 steps) | | |
| | | | | | | |
| <u>Aquatic Center Staff</u> | | | | | | |
| Office/Slide/Concessions | \$11.79 | | | | | |
| Lifeguards | \$15.15 | | | | | |
| Aquatic Fitness Instructor | \$15.15 | | | | | |
| Swim Lesson Instructors | \$17.14 | | | | | |
| Assistant Managers | \$18.76 | | | | | |
| Manager | \$19.55 | | | | | |
| | | | | | | |
| <u>Library Staff</u> | | | | | | |
| Director | \$24.75 | \$25.49 | \$26.25 | \$27.04 | \$27.85 | \$28.68 |
| Children's Librarian | \$19.77 | \$20.36 | \$20.97 | \$21.59 | \$22.25 | \$22.92 |
| Assistant II | \$19.77 | \$20.36 | \$20.97 | \$21.59 | \$22.25 | \$22.92 |
| Assistant II | \$13.64 | \$14.05 | \$14.46 | \$14.90 | \$15.34 | \$15.81 |

| | | | | | | |
|-----------------|--|---------|---------|---------|---------|---------|
| Substitute Aide | \$13.64 | \$14.05 | \$14.46 | \$14.90 | \$15.34 | \$15.81 |
| Janitor | \$500.00 per month - passed by Library Board on 3/6/2023 | | | | | |

| <u>Position</u> | Salaried Staff Pay Plan (Annual Rate) | |
|---------------------------|---------------------------------------|-----------|
| | Minimum | Mid-Point |
| City Administrator Intern | \$49,768 | \$54,401 |
| Clerk/Treasurer | \$76,170 | \$83,260 |
| Police Chief | \$66,862 | \$73,086 |

| 7 | 8 | 9 | 10 |
|---------|---------|---------|---------|
| \$17.44 | \$17.84 | \$18.23 | \$18.64 |
| \$25.21 | \$25.96 | \$26.74 | \$27.54 |
| \$31.40 | \$32.35 | \$33.32 | \$34.32 |
| \$31.90 | \$32.85 | \$33.82 | \$34.82 |

| 7 | 8 | 9 | 10 |
|---------|---------|---------|---------|
| \$29.66 | \$30.55 | \$31.47 | \$32.42 |
| \$44.48 | \$45.81 | \$47.19 | \$48.60 |

| 7 | 8 | 9 | 10 |
|---------|---------|---------|---------|
| \$31.26 | \$32.20 | \$33.16 | \$34.16 |
| \$32.77 | \$33.76 | \$34.77 | \$35.81 |
| \$33.52 | \$34.51 | \$35.52 | \$36.56 |
| \$34.27 | \$35.26 | \$36.27 | \$37.31 |
| \$35.02 | \$36.01 | \$37.02 | \$38.06 |
| \$38.52 | \$39.51 | \$40.52 | \$41.56 |
| \$38.74 | \$39.92 | \$41.11 | \$42.34 |
| \$39.49 | \$40.67 | \$41.86 | \$43.09 |
| \$40.24 | \$41.42 | \$42.61 | \$43.84 |
| \$40.99 | \$42.17 | \$43.36 | \$44.59 |
| \$44.49 | \$45.67 | \$46.86 | \$48.09 |
| \$45.70 | \$47.08 | \$48.49 | \$49.94 |
| \$46.45 | \$47.83 | \$49.24 | \$50.69 |
| \$47.20 | \$48.58 | \$49.99 | \$51.44 |
| \$47.95 | \$49.33 | \$50.74 | \$52.19 |
| \$51.45 | \$52.83 | \$54.24 | \$55.69 |
| \$51.05 | \$52.58 | \$54.16 | \$55.78 |
| \$51.80 | \$53.33 | \$54.91 | \$56.53 |
| \$52.55 | \$54.08 | \$55.66 | \$57.28 |
| \$53.30 | \$54.83 | \$56.41 | \$58.03 |
| \$56.80 | \$58.33 | \$59.91 | \$61.53 |

| 7 | 8 | 9 | 10 |
|---------|---------|---------|---------|
| \$27.86 | \$28.69 | \$29.55 | \$30.44 |
| \$31.65 | \$32.60 | \$33.58 | \$34.59 |
| \$35.03 | \$36.08 | \$37.16 | \$38.27 |
| \$39.41 | \$40.59 | \$41.81 | \$43.07 |
| \$31.47 | \$32.42 | \$33.39 | \$34.39 |

| | | | |
|---------|---------|---------|---------|
| \$39.91 | \$41.11 | \$42.34 | \$43.60 |
| \$38.22 | \$39.36 | \$40.54 | \$41.76 |

| | | | |
|---------|---------|---------|---------|
| 7 | 8 | 9 | 10 |
| \$25.30 | \$26.06 | \$26.85 | \$27.64 |
| \$26.66 | \$27.46 | \$28.29 | \$29.14 |
| \$30.89 | \$31.82 | \$32.76 | \$33.75 |
| \$37.37 | \$38.49 | \$39.65 | \$40.83 |

| | | | |
|---------|---------|---------|---------|
| 7 | 8 | 9 | 10 |
| \$23.43 | \$24.14 | \$24.86 | \$25.60 |
| \$33.46 | \$34.47 | \$35.50 | \$36.57 |

| | | | |
|---------|---------|---------|---------|
| 7 | 8 | 9 | 10 |
| \$29.26 | \$30.14 | \$31.04 | \$31.97 |
| \$33.46 | \$34.47 | \$35.50 | \$36.57 |

| | | | |
|---------|---------|---------|---------|
| 7 | 8 | 9 | 10 |
| \$18.09 | \$18.63 | \$19.19 | \$19.77 |

| | | | |
|---------|---------|---------|---------|
| \$32.55 | \$33.52 | \$34.53 | \$35.57 |
| \$36.96 | \$38.06 | \$39.20 | \$40.38 |
| \$39.70 | \$40.89 | \$42.12 | \$43.38 |

| | | | |
|---------|---------|---------|---------|
| 7 | 8 | 9 | 10 |
| \$19.06 | \$19.62 | \$20.21 | \$20.83 |

| | | | |
|---------|---------|---------|---------|
| \$29.54 | \$30.43 | \$31.35 | \$32.29 |
| \$23.60 | \$24.31 | \$25.04 | \$25.79 |
| \$23.60 | \$24.31 | \$25.04 | \$25.79 |
| \$16.28 | \$16.77 | \$17.27 | \$17.79 |

| | | | |
|-------------|-------------|-------------|---------|
| \$49,275.00 | \$75,416.00 | \$66,200.00 | \$14.75 |
| \$492.75 | \$754.16 | \$662.00 | \$0.15 |
| \$49,767.75 | \$76,170.16 | \$66,862.00 | \$14.90 |

\$16.28 \$16.77 \$17.53 \$17.79

of Pay)

Maximum

\$60,802

\$93,058

\$81,686

| | | | | | |
|---------|---------|---------|---------|---------|---------|
| \$15.19 | \$15.65 | \$16.12 | \$16.60 | \$17.10 | \$17.61 |
| \$0.15 | \$0.16 | \$0.16 | \$0.17 | \$0.17 | \$0.18 |
| \$15.34 | \$15.81 | \$16.28 | \$16.77 | \$17.27 | \$17.79 |