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 **14th day of October**, in the **meeting room of the City Office, 490 "E" Street, David City, Nebraska**. The Mayor and City Council reserve the right to enter into a closed session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be stated on the agenda.

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

Dated this .

AGENDA AS FOLLOWS:

1. Roll Call;
2. Pledge of Allegiance;
3. Inform the Public about the location of the Open Meetings Act and the Citizens Participation Rules;
4. Minutes of the September 23, 2026 meeting of the Mayor and City Council;
5. Approval of Claim to D-Sign Shop;*
6. Approval of Claims;
7. Committee and Officer Reports; Presentation of Award:
    - Butler County Development Board Updates
    - Park and Recreation Advisory Board - upcoming meeting on October 21, 2026, at 9 a.m.
    - Tree Board - upcoming meeting October 21, 2026 at 4 p.m.
    - Downtown Revitalization Committee - upcoming meeting October 21, 2026 at 10:30 a.m.
    - Board of Zoning Adjustment - upcoming meeting October 27, 2026 at 5:30 p.m.
8. Presentation of Award: Gary Meister - 5 Years
9. Public Hearing on the Class C Beer, Wine, Spirits On and Off Sale for Salt Mine City Brewing Company at 375 Nebraska Street;
10. Consider the Class C Liquor License for Salt Mine City Brewing Company at 375 Nebraska Street;
11. Consider Change Order No. 1 to Rutjens Construction Inc., in the amount of $(8,688.00) for the 2025 Water Treatment Plant Backwash Forcemain;
12. Consider Pay Application No. 1 (Final) to Rutjens Construction Inc., in the amount of $256,470.00 for the 2025 Water Treatment Plant Backwash Forcemain;
13. Discuss/Consider quotes and options for installation of a water meter and backflow assembly for the David City Rural Fire District No. 9 service line;
14. Discuss/Consider Change Order No. 1 to Watts Electric Company for the "2026 Electrical Distribution Improvements" Project;

15. Consider Ordinance No. 1545 amending the David City Municipal Code relating to membership and terms of the Park and Recreation Advisory Board, updating position titles, successor positions, and powers of the same;
16. Consider Resolution No. 17-2026 changing the November 11, 2026 Council Meeting;
17. Discuss/Consider sealed bids for the Downtown Permanent LED Lighting project;
18. Consider Resolution No. 18-2026 amending its policy to charge service fees on electronic payments;
19. Discuss/Consider Resolution No. 19-2026 authorizing the City of David City to apply for federal assistance from the Land and Water Conservation Fund program for the purpose of deconstruction and replacement of the tennis court at its current location in the David City Park, with additional pickleball court overlay;
20. Consider a six-month extension to the interlocal agreement with Butler County;
21. Discuss/Consider of the build out and future plans for Nebraska Dairy Products;
22. Consider closed session for personnel, contracts, or pending litigation (as necessary);
23. Adjourn;

Mayor Jessica J. Miller	Council President Bruce L. Meysenburg
Council Member Jeremy W. Abel	Council Member James L. Angell
Council Member Rick L. Holland	Council Member Kevin E. Woita
Council Member Keith A. Marvin	City Clerk – Treasurer Lori M. Matchett

CITY COUNCIL PROCEEDINGS
September 23, 2026

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

Present for the meeting were: Mayor Jessica Miller, Council Members Jeremy Abel, Jim Angell, Rick Holland, Keith Marvin, Bruce Meysenburg, Kevin Woita, City Administrator Intern Raiko Martinez, Interim Deputy Clerk Rachel Kahnk, Police Chief Marla Schnell, Sergeant Tristan Hilger. City Attorney David Levy and Ethan Joy of JEO Consulting Group attended via zoom. City Administrator Alan Zavodny was absent.

Also, present were: Marlene Hein, Beth Klosterman, Doug and Joan Matulka, Justin Watts-Dinkelman, Jeff Dinkelman, Deb Dinkelman, and William Reiter.

The meeting opened with the Pledge of Allegiance.

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

Council considered approval of the minutes of September 9, 2026 Special Budget Meeting and the regular meeting of the Mayor and City Council. Council Member Keith Marvin made a motion to approve the minutes of September 9, 2026, Special Budget Meeting and meeting of the Mayor and City Council as presented. 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 considered Resolution No. 15-2026, adopting the One-Year and Six-Year Street Improvement Program for the City of David City. Council Member Keith Marvin made a motion to approve Resolution No. 15-2026, adopting the One-Year and Six-Year Street Improvement Program. 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.

RESOLUTION NO. 15-2026

WHEREAS, The City of David City, Nebraska, has conducted a Public Hearing on September 9, 2026, in accordance with the requirements of the Board of Public Roads Classifications and Standards.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the updated One Year and Six Year Street Improvement Plans for Streets, as presented at the public hearing, are unanimously accepted and the City Clerk is hereby instructed to forward a certified copy of this resolution to the Board of Public Roads Classification and Standards of the State of Nebraska.

PASSED AND APPROVED this 23rd day of September, 2026.

Jessica Miller, Mayor

Lori Matchett, City Clerk

Council considered the reappointment of Aimee Scribner to the Library Board of Trustees for a four-year term from September 2026 to September 2030. Council discussed the term limits for Library Board members and noted that this would be Scribner's second term on the Board.

Council Member Rick Holland made a motion to approve the reappointment of Aimee Scribner to the Library Board of Trustees for a four-year term. 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.

LIBRARY BOARD		
TERM SPECIFICS:		
Number of Members:	5 APPOINTED MEMBERS	
Term:	4 year terms	
Eligible for re-appointment?	Yes	
NAME	BEGAN TERM	TERM ENDS
HEATHER ALLEN - PRESIDENT	9-2024	9-2028
KEITH BYRKIT	5-2024	9-2028
AMY SCRIBNER	7-2022	9-2030
TIFFANI JAHDE- SECRETARY	9-2023	9-2027
TINA KIRBY – VICE PRESIDENT	10-2025	9-2029

Council discussed and considered an Eagle Scout project proposed by Justin Watts-Dinkelman to install a nine-hole disc golf course at David City Park.

Justin Watts-Dinkelman explained that he has enjoyed disc golf with his family and would

like to provide an opportunity for residents to participate in the activity locally. He has walked the proposed area with a former professional disc golfer who currently designs courses and assists with disc golf activities for events such as the Cornhusker State Games. The proposed location was viewed favorably, and preliminary planning indicated that a course could be designed without removing existing vegetation.

If approved, Justin Watts-Dinkelman stated that he would work with the Park Committee and Parks Department to develop the course layout, taking into consideration nearby residences, existing trails, and other park activities. Because the proposed areas are already maintained and mowed, ongoing maintenance is expected to be minimal.

The estimated cost for the nine-hole course is approximately $10,000. Justin Watts-Dinkelman plans to raise the necessary funds through fundraising and grant opportunities. He hopes to begin construction in the spring and complete the project by the end of May 2027.

Council expressed support for the project and discussed the proposed design process. It was recommended that the final course plans be presented to the City Council for approval before any construction or installation begins in the park.

Council Member Bruce Meysenburg made a motion to allow Justin Watts-Dinkelman to proceed with planning and fundraising for the proposed nine-hole disc golf course, with final plans to be presented to the City Council for approval prior to any work beginning in the park. 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.

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REQUEST FOR FUTURE AGENDA ITEM

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

DAVID CITY
NEBRASKA

NAME: Justin Watts-Dinkelman

ADDRESS: 253 W. D St. David City

TELEPHONE #: 402-367-9787

EMAIL ADDRESS: jdinkel525@gmail.com

DATE OF REQUEST: 9-17-26

DESCRIPTION: I would like permission to install a 9-hole frisbee (disc) golf course in the City Park (northern area) for my Boy Scout Eagle project.

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

OFFICE USE ONLY

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

Action Taken: Council Member Bruce Meysenburg made a motion to allow Justin Watts-Dinkelman to proceed with planning and fundraising for the proposed nine-hole disc golf cours, with final plans to be presented to the City Council for approval prior to any work beginning in the park. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Kevin Woita: Yea, Yea: 6, Nay: 0.

Request Scheduled for City Council Meeting ☒ Date of Meeting: 9-23-26

Proposal: 9-Hole Disc Golf Course at the David City Park

To: City Council and Parks Department
From: Justin Watts-Dinkelman, Eagle Scout Candidate

I am proposing to design and install a 9-hole disc golf course at the David City Park as my Eagle Scout service project. My goal is to provide our community with a low-cost, accessible recreational activity while making productive use of an area of the park that is already maintained.

Disc golf is an activity I have enjoyed with my family on trips for many years. It is a low-cost way to spend time outdoors, be active, and see more of the communities we visit. However, when we want to play recreationally at home, we currently have to travel out of town. A course in our community would give residents a convenient recreational opportunity close to home.

As part of planning this project, I met at the proposed park with a former professional disc golf player who now works in course design and serves as a disc golf activities director for events such as the Cornhusker State Games. After walking the park and discussing the possibilities, I received positive feedback that we can create a well-laid-out 9-hole course without needing to remove existing vegetation. He has also agreed to continue providing input throughout the project to help ensure that we develop an excellent course.

I will work closely with the Parks Committee and Parks Department throughout the design and installation process. Their input will be important in determining the final layout, locations of baskets and tee pads, and how the course fits with existing park activities. We will intentionally keep the course away from homes and residential areas and take existing roads, walking trails, and other uses of the park into consideration.

The course could also provide an opportunity to host disc golf tournaments and community events, potentially bringing additional visitors into the area. At the same time, it would remain a low-cost recreational activity for local residents, since once the course is installed, people can play without paying an ongoing admission or course fee.

The estimated cost is approximately $1,100 per hole, or $9,900 for the nine-hole course. I intend to raise the funds necessary for the project myself, rather than asking the city to fund the construction. I will also pursue grant opportunities and other fundraising efforts to help cover the cost of the project.

Ongoing maintenance should be minimal. The proposed areas are already being maintained and mowed by the city, and the course will be designed to work with the existing landscape rather than requiring significant clearing or removal of vegetation. This should allow the course to become a lasting recreational resource without creating a significant additional maintenance burden for the city.

Request for Approval and Timeline

I am seeking approval for this project now so that I can begin fundraising and applying for grant opportunities. Having approval to move forward will allow me to secure the necessary funding and materials well in advance of construction.

I anticipate that construction would begin in the spring of 2027, with the goal of having the entire project completed by May 2027. I will coordinate the specific construction schedule with the Parks Department and Parks Committee to ensure that the work is completed appropriately and with minimal disruption to normal park use.

I respectfully ask the City Council to approve this project and allow me to work with the Parks Committee and Parks Department to develop and install this 9-hole disc golf course as my Eagle Scout project. I believe this project can provide residents with a new, affordable way to enjoy our park while creating a resource that can be used for everyday recreation as well as organized tournaments.

Thank you for considering my proposal and for supporting projects that improve recreational opportunities in our community.

Council discussed and considered quotes and options for installation of a four-inch water meter and four-inch backflow assembly for the David City Rural Fire District No. 9 service line.

Mayor Jessica Miller referenced an agreement between the City, Butler County and the Fire District that was passed and adopted on July 12, 2000. The agreement provides that the City would not charge for water used for fire protection purposes and that a water meter would not be installed at the Fire Department. Mayor Miller explained that, due to current requirements and the need to protect the City's water system and the certifications held by City water personnel, staff believes appropriate backflow protection and metering should now be installed. She recommended that the City consider covering the cost of the required equipment rather than placing the expense on the volunteer Fire District.

Doug Matulka, introduced himself. Doug Matulka, representing David City Fire District No. 9, addressed the Council. Doug Matulka explained that the Fire District would like to install an indoor hydrant to allow volunteers to fill fire apparatus and wash hoses and equipment after emergency calls. He emphasized the importance of having adequate water capacity available, so volunteers can efficiently clean equipment and prepare apparatus for the next emergency call, particularly following late-night incidents.

Council reviewed the available information regarding the four-inch meter and backflow assembly. Staff reported that only one quote for the four-inch option had been received and that a quote for a six-inch option was still pending. It was also clarified that the quote currently available was for materials only and did not include labor.

Council discussed the importance of protecting the City's water system and employee certifications while also recognizing the essential services provided by the volunteer Fire

District. Council expressed support for assisting with the required improvements but agreed that both the four-inch and six-inch options should be available for comparison before making a final decision.

Council Member Bruce Meysenburg made a motion to table consideration of the water meter and backflow assembly until additional pricing, including the six-inch option, is available. 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 considered Resolution No. 16-2026, adopting and approving the execution of the State Grant Agreement to be submitted to the Nebraska Department of Transportation, Aeronautics Division, to obtain state financial assistance for improvements at the David City Municipal Airport.

The total project cost was reported at approximately $834,738, with the City's share estimated at $29,158. It was noted that construction is currently underway and has experienced some delays due to weather. Council discussed the condition of the airport runway and noted that the improvements were needed to address cracking and deterioration of the pavement.

Council Member Bruce Meysenburg made a motion to adopt Resolution No. 16-2026, approving the State Grant Agreement for improvements at the David City Municipal Airport. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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Resolution No. 16-2026

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF DAVID CITY, NEBRASKA, SPONSOR OF THE DAVID CITY MUNICIPAL AIRPORT, HELD ON September 23, 2026.

The following resolution was introduced by Meysenburg, read in full, seconded by Marvin and considered:

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF A STATE GRANT AGREEMENT FOR PROJECT NO. 3-31-0025-018/019/020-2026, TO BE SUBMITTED TO THE NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION TO OBTAIN STATE FINANCIAL AID IN THE DEVELOPMENT OF THE DAVID CITY MUNICIPAL AIRPORT.

Be it resolved by the Mayor and members of the City Council of David City, Nebraska, that:

1. The City of David City shall enter into a State Grant Agreement with the Nebraska Department of Transportation, Aeronautics Division for Project No. 3-31-0025-018/019/020-2026 for the purpose of obtaining state financial aid in the development of the David City Municipal Airport and that such agreement shall be as set forth hereinbelow.
2. The Mayor of David City is hereby authorized and directed to execute said State Grant Agreement on behalf of the City of David City, and the City Clerk is hereby authorized and directed to attest said execution.
3. The said agreement referred to herein above is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, 6 voted yea, and 0 voted nay, and the resolution therefore was declared passed and approved on Sept. 23, 2026.

ATTEST: Lori Matchett
City Clerk

Jessica Miller
Mayor

STATE GRANT AGREEMENT

PROJECT NO. 3-31-0025-018/019/020-2026

This is an Agreement by and between the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Department" and the City of David City, Nebraska, hereinafter referred to as the "Sponsor."

RECITALS

The Sponsor has the title to or control of the David City Municipal Airport and wants to develop or improve it. The Department agrees to help the Sponsor with the following development:

Runway Rehabilitation

A summary of eligible project costs is attached to this Agreement for reference as "Exhibit A".

AGREEMENT

In consideration of these facts and the mutual covenants contained herein, the Department and Sponsor agree as follows:

This Agreement is a Federal Match State Grant of a federally funded project.

The Sponsor agrees that all developments listed above will be completed and will comply with the approved airport layout plan and the approved construction plans and specifications, as applicable. No development item shall be omitted or added without specific approval from the Department. If the work is contracted by the Sponsor, bids shall be taken as required by law and submitted to the Department for review prior to contract award.

The Department agrees to reimburse the Sponsor for **two percent (2%) of the actual federally eligible costs incurred** to complete this development under FAA grant 3-31-0025-018/019/020-2026; up to **a maximum of $12,580** in State funds. "Eligible Costs" are defined by the FAA in the grant identified above.

In the reimbursement to the Sponsor for work performed and material furnished, the Department agrees to honor approved progress estimates processed during the construction. Upon presentation of the final billings and estimates for the work completed by the Sponsor to the satisfaction of the Department, the Department agrees to reimburse the Sponsor in an amount based upon the actual incurred eligible costs of the improvements set forth in the above noted scope of development, the

attached Exhibit A, the approved plans, and any approved change orders. The total reimbursement shall not exceed the amount(s) set forth above.

CONDITIONS

The terms and conditions of this Agreement shall remain in effect for 20 years from the date of execution by the Sponsor. If the development is land or easement acquisition, then the terms and conditions shall remain in effect for as long as the Sponsor owns this land or easement. The Sponsor will not sell, lease, encumber or otherwise dispose of airport real property, acquired with grant money from the Department, without the Department's approval.

1. The Sponsor will comply with the Department's State Aid Program and all applicable laws and regulations. The current version, dated May 16, 2025, is attached hereto as "Exhibit B" and incorporated herein by reference as of the execution of this State Grant Agreement.

2. The Sponsor will complete the project without undue delay. The project shall be subject to the Department's inspection.

3. The Sponsor will operate and maintain the airport as a public use facility in a safe and serviceable condition and will not permit any activity thereon that would interfere with its use for aeronautical purposes. The Sponsor is not required to operate the airport during temporary periods when snow, flood or other climatic conditions interfere. The Sponsor will comply with the minimum standards of maintenance and operation set by the Department and the Federal Aviation Administration.

4. The Sponsor will make this airport available as a public use airport on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses. In its operation of the airport, the Sponsor or any person or organization occupying space or facilities thereon will not discriminate against any person or class of persons because of race, color, religion, national origin, sex, handicap, or age and will not discriminate against any employee or applicant for employment based on race, color, religion, sex, age, or otherwise qualified handicapped status.

5. The Sponsor will insert and enforce provisions in any contract or other arrangement that grants a right or privilege to any person, firm or corporation to engage in any activity for furnishing services to the public at the airport. These provisions require the contractor to:

    a. Furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and,

    b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service. However, it is allowable for the contractor to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

6. The Sponsor will not grant or permit any person, firm or corporation an exclusive right to:

   a. Use the airport to provide aeronautical services to the public; nor

   b. Conduct any aeronautical activities, including but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, or any other aeronautical activity.

   However, the Sponsor may grant or exercise an exclusive right for furnishing non-aviation products and supplies or any non-aeronautical service.

7. The Sponsor will submit all leases, permits, and agreements for the airport to the Department upon request. The Department may withhold 20% of payments due to the Sponsor until all leases, permits and agreements are acceptable to the Department.

8. The Sponsor will provide a drug-free workplace at the site of work specified in this agreement.

9. The Sponsor will take appropriate action to ensure that the airspace required for airport operations is adequately cleared and protected. The Sponsor agrees, to the best of its ability, to prevent construction, erection, alteration, or growth of any object within or outside the boundaries of the airport which would create a hazard to aircraft operating at or near the airport or otherwise limit the usefulness of the airport. Appropriate actions may include removing, lowering, relocating, marking, lighting or otherwise mitigating existing airport hazards and preventing the establishment or creation of future airport hazards. The Sponsor will, to the best of its ability, arrange for height restriction zoning of the area around the airport as allowed under Nebraska Statutes.

10. The Sponsor will keep a current airport layout plan that has the approval of the Department or the Federal Aviation Administration. The Sponsor will ensure that future development of the airport conforms to this plan.

11. The Sponsor will not enter into any transaction that would operate to deprive it, or any legal successor, of the rights and powers necessary to comply with any or all the covenants made herein.

12. During the term of these covenants, the Sponsor will maintain a current system of airport accounts and records, using a system of its own choice sufficient to provide annual statements of income and expense. It will furnish the Department with such annual or special airport financial and operational reports as may be reasonably requested.

13. If this airport ceases be a public-use airport before the expiration of 20 years from the date of execution of this Agreement, or if any other covenants of this agreement are substantially violated without the Department's approval, the Sponsor will reimburse the Department as follows:

For any monies granted under this Agreement, the amount due the Department shall be according to the operation of the following formula:

$$\frac{\text{Months remaining}}{240 \text{ Months}} \times \text{Amount of Dept.'s money granted.}$$

IN WITNESS WHEREOF, the Department and Sponsor have authorized these presents to be executed by their proper officials, as of the dates shown below.

Executed by the Nebraska Department of Transportation, Division of Aeronautics this 8th day of September 2026.

Witness

Director

Executed by the City of David City this 23 day of September, 2026.

City Clerk

Mayor

EXHIBIT A

David City Municipal Airport (93Y)
David City, Nebraska
Project No. 3-31-0025-018/019/020
Runway Rehabilitation

COST SUMMARY:	Estimated (May 2026)
Construction (Struck and Irwin)	
Base Bid	$562,240.60
Change Order	$107,325.00
Subtotal	$669,565.60
Consultant (KMA)	
Design	$53,507.75
Bidding	$8,461.59
Construction	$85,302.49
Close Out	$8,431.01
Subtotal	$155,702.84
IFE	$2,600.00
Admin/Audit/Pub/Etc.	
Administrative	$6,469.56
Legal/Publication	$400.00
Subtotal	$6,869.56
TOTALS	$834,738.00

SUMMARY OF FUNDS:	(May 2026)
Local	$29,158.00
State	$12,580.00
Federal (IIJA)	$553,000.00
Federal (AIP)	$240,000.00
Total	$834,738.00

Council discussed and considered an agreement with the University of Nebraska Medical Center (UNMC) for forensic drug testing services.

Police Chief Marla Schnell explained that the Nebraska State Patrol Crime Laboratory does not perform the marijuana-related testing needed by the Police Department; therefore, the City utilizes UNMC for those services. UNMC can test marijuana-related evidence, including plant material, edibles, waxes, liquids, and vape products, to determine quantity, potency, and other information necessary for criminal cases and court proceedings.

Chief Schnell explained that the agreement includes a $350 contract fee, with individual testing services charged separately depending upon the type of analysis required. The agreement provides for a three-year term, with fees subject to a 3% annual increase. Funding for forensic testing has been included in the Police Department budget.

Chief Schnell reported that the Department has historically submitted a limited number of cases for this testing but has seen an increase in vape-related incidents, including concerns regarding substances that may be mixed or laced with other drugs. Other controlled substances, such as methamphetamine and cocaine, continue to be submitted to the State laboratory for testing.

UNMC also offers expedited testing for an additional charge. Chief Schnell stated that rush testing would generally only be requested in an urgent public-safety situation, such as multiple overdoses involving an unidentified substance, when quickly identifying the substance could be necessary.

Council Member Keith Marvin made a motion to approve the three-year forensic drug testing agreement with the University of Nebraska Medical Center. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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FORENSIC DRUG TESTING AGREEMENT

This Forensic Drug Testing Agreement ("Agreement") is made and entered into as of the dates indicated below ("Effective Date"), by and between the City of David City, Nebraska, a municipal corporation of the State of Nebraska and city of the second class ("City") and the Board of Regents of the University of Nebraska, a public body corporate, for and on behalf of the University of Nebraska Medical Center ("UNMC"). This Agreement refers to City and UNMC individually each as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City, through the David City Police Department ("Department") requires that certain forensic and crime lab testing be available and timely completed so that it can perform its statutory law enforcement functions; and

WHEREAS, UNMC has the ability and desire to perform certain forensic and crime lab services; and,

WHEREAS, City and UNMC desire to use inter-governmental cooperation in the interest of efficiency, independence, and professionalism; and,

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth the respective rights, duties, and obligations.

NOW THEREFORE, in consideration of the foregoing recitals which the Parties hereby incorporate herein, and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge and accept, the Parties agree as follows:

SECTION ONE
PURPOSE

The purpose of this Agreement is to specify the duties and responsibilities of the Parties hereto to effectuate timely completion of forensic and crime lab services by UNMC to independently conduct testing to allow City to better serve its citizens.

SECTION TWO
TERM OF CONTACT

1. This Agreement shall be in full force and effect from and after the Effective Date for a period of three (3) years. The Agreement may be extended upon the mutual written agreement of the Parties, for up to three (3) additional one (1) year terms.

2. Either Party may terminate this Agreement at any time to be effective thirty (30) days after providing written notice to the other Party; provided however, that the indemnities in Section 6(k) herein shall survive such termination.

SECTION THREE
SPECIFIC SERVICES, DUTIES, AND RESPONSIBILITIES

UNMC's Duties, Specific Services and Responsibilities. For the term of this Agreement, UNMC shall :

1. Provide Department all equipment, facilities, and all lab work for chemical testing and other forensic testing that UNMC is qualified and capable of performing. Any such testing will be done in a timely manner and in accordance with generally accepted practices.

    a. Store evidence in a secure area while being processed and until transferred to Department for pick up.

2. Provide and train UNMC personnel to perform forensic services as UNMC determines to be necessary. All personnel used for testing and for chain of custody for all times remain under the management and control of UNMC.

3. Process evidence in reliance upon the assumption that the evidence was collected and packaged in accordance with the Department packaging guidelines and applicable state law and guidance.

4. Provide a turnaround time between five (5) to seven (7) business days from receipt of evidence. UNMC shall perform expedited tests with a turnaround time of twenty-four (24) hours. UNMC will strive to accommodate all expedited testing requests from Department and will charge an additional fee for the same. UNMC will notify Department via email and/or phone when testing is complete and samples are ready for pickup.

5. Provide detailed billing statements on a monthly basis for services UNMC performs.

6. Charge Department the rates provided in the 2025 charge schedule, as shown in **EXHIBIT A**, attached hereto and incorporated herein with the cost of the annual testing to increase at a rate of three percent (3.00%) per year.

Department's Duties, Specific Services and Responsibilities. For the term of this Agreement, Department shall:

1. Package all evidence in a manner consistent with approved packaging guidelines and chain of custody protocol and applicable state law and guidelines.

2. Transport evidence to UNMC for testing and in a timely manner and pick up evidence in a timely manner after UNMC indicates testing is complete.

3. Remit payment to UNMC within thirty (30) days of the date of all invoices; provided however if Department or City disputes the amount due under any invoice Department or City shall provide UNMC with written notice of said objection and may withhold such payment until the Parties resolve said dispute.

SECTION FOUR
REPORTING, MAINTENANCE OF RECORDS

UNMC shall provide Department with written findings upon completion of any forensic testing performed. All records, reports, and documents concerning the performance of services by UNMC will be appropriately recorded and securely maintained in accordance with UNMC's records reporting directive and the Records Management Act, Neb. Rev. Stat. § 84-1201, *et seq*. The Parties shall cooperate to provide such additional services for an additional fee for any required testimony, affidavits, or other required additional actions.

SECTION FIVE
MUTUAL OBLIGATIONS AND DUTIES OF THE PARTIES

The Parties shall each:

1. Maintain records and accounts, including property, personnel, and financial records related to the services performed under this Agreement in accordance with applicable records retention policies, and the Records Management Act, Neb. Rev. Stat. § 84-1201, *et seq*.; and

2. Make such records and accounts reasonably available for audit purposes to the appropriate representatives of the other Party.

SECTION SIX
GENERAL PROVISIONS

1. **Independent Contractors**. Nothing contained herein is intended to or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. All acts of City, UNMC, Department, or their respective personnel, employees, agents, contractors, or servants, perform pursuant to this Agreement shall be undertaken as independent contractors and not as employees, agents, partners, joint venturers or associates of the other Party. Neither Party, nor its respective personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other Party, including without limitation wages, salaries, insurance or worker's compensation insurance. Each Party shall be responsible for all reports, obligations, and payments of benefits and taxes for its employees and agents. Any and all claims that may or might arise under the Workers' Compensation Act.

2. **Authority**. Each Party represents it has the valid legal power and authority to bind the entity it signs on behalf of. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

3. **Nondiscrimination**. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, neither Party shall discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, political or religious opinions, affiliations or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

4. **Captions**. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

5. **Applicable Law and Venue**. The laws of the State of Nebraska shall govern this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the District Court of Lancaster County, Nebraska, and for any federal legal proceeding in the United States District Court for the State of Nebraska.

6. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein.

7. **Amendments**. The Parties may only amend or modify this Agreement by written amendment, duly executed by authorized officials of the Parties. Every amendment shall specify the date on which its provisions shall be effective.

8. **Assignment**. Neither Party may assign its rights under this Agreement without the express prior written consent of the other Party.

9. **Successors and Assigns Bound by Covenants**. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.

10. **Waiver.** Failure or delay by any Party to exercise any right or power under this Agreement shall not operate as a waiver of such right or power, unless said waiver is in writing and signed by the Party. An effective waiver of a right or power shall not be construed as a future or continuing waiver of the same.

11. **Severability.** If a court of competent jurisdiction declares any provision of this Agreement to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

12. **Indemnification**. To the extent permitted by applicable law, each Party shall indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, claim, judgment, suit or cause of action (regardless of merit), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent the negligent act or omission of the other Party causes the same; provided the other Party shall give the indemnifying party prompt, written notice of any such claim, suit, demand, or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. These indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, Neb. Rev. Stat. § 13-901, *et seq*., or other applicable provisions of law. The provisions of this section shall survive expiration or termination of this Agreement.

13. **No Third-Party Rights.** This Agreement shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that, to the extent permitted by applicable law, this Agreement's indemnification provision shall inure to the benefit of a Party's employees, officers, agents, and servants.

14. **Authorized Representatives and Notice**. In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the Parties:

A. The City of David City, Nebraska, Police Department
c/o Chief Marla Schnell
490 E Street
David City, Nebraska 68632
Phone: (402) 367-3135
Fax: (402) 367-3126
Email: policechief@davidcityne.gov

Copy to:

Lori Matchett, City Clerk
490 E Street
David City, Nebraska 68632
Phone: (402) 367-3135
Fax: (402) 367-3126
Email: cityclerk@davidcityne.gov

And:

Baird Holm LLP
c/o David C. Levy, City Attorney
1700 Farnam Street, Suite 1500
Omaha, Nebraska 68102
Phone: (402) 344-0500
Email: dlevy@bairdholm.com

B. University of Nebraska Medical Center
Attn: Assistant Vice Chancellor for Business and Finance Services
985070 Nebraska Medical Center
Omaha, NE 68198-5070

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by overnight courier.

15. **Public Employer Contract Provision – Neb. Rev. Stat. § 4-114(2).** Pursuant to and in order to be in compliance with Neb. Rev. Stat. § 4-114(2), both Parties shall each use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

16. **Equal employment opportunity clause**. The Parties shall abide by the requirements of 41 CFR §§§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

17. **Public Benefits - Neb. Rev. Stat. §§ 4-108 - 113.** Neither Party is an individual or sole proprietorship and neither is subject to the public benefits attestation requirements of Neb. Rev. Stat. §§ 4-108 - 113.

18. **Drug-Free Workplace.** Both Parties certify that each maintains a drug-free workplace environment to ensure worker safety and workplace integrity.

19. **Excluded/Debarred Contractors.** Each Party certifies that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Each Party also certifies that neither it nor its partners, directors, officers, employees, licensees, subcontractors or agents have been excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification during the term of the Agreement and each Party shall immediately notify the other Party of any change in the status of the certification and warranty set forth in this section. If a Party becomes excluded from federal healthcare program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by the other Party. If any partners, directors, officers, employees, licensees, subcontractors, personnel or agents of a Party become excluded from federal healthcare program participation, such individual shall be removed from participating in this Agreement immediately. Failure by a Party to remove such excluded individual immediately shall provide the other Party the right to terminate the Agreement immediately for cause.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

THE CITY OF DAVID CITY, NEBRASKA

By: Jessica Miller 9-23-26
Jessica Miller, Mayor Date:

ATTEST:

Lori Matchett 9-23-2026
Lori Matchett, City Clerk Date:

APPROVED AS TO FORM:

September 30, 2026
David C. Levy, City Attorney Date:

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

Michael Hrncirik
By:

Name: Michael Hrncirik Date: 10/1/2026

Acknowledged by:

Joseph D. Khoury MD 10/1/2026
Joseph D. Khoury, M.D. Date:

Attachment A
Fee Schedule

Nebraska Public Service Laboratory Fee Schedule 2026

Initial Set Up		
Contracting Fee		$350.00
Controlled Substance Assessment	**Test Code**	**Charge**
Level 1: Powder/Crystalline material identification by FTIR	CSA1	$100.80
Level 2: Identification by GC/MS	CSA2	$138.60
Methamphetamine Purity: Analyze percent purity of methamphetamine by LC-MS/MS	PPT	$182.70
Priority Processing: Identification (not purity) in 24 hours from receipt- Additional charge	RUSH	$75.00
THC Assessment		
Organic extraction and detection (oils/waxes)	PEE	$100.80
Organic extraction and detection (edibles)	CSA2	$138.60
Marijuana vs. Hemp determination (ratio method) Plant Material	CSA2	$138.60
THC Quantitation in Edibles/Waxes	THCQ	$225.75
Blood Alcohol Assessment		
Blood Alcohol Testing: Analyze percentage blood alcohol by GC/MS (not ISO/IEC 17025)	BAT	$277.20
Court Testimony, Deposition and/or Consultation		
Technician (hourly rate for time at courthouse)		$300.00 / hr
Laboratory Director (hourly rate for time at courthouse)		$350.00 / hr
Travel Rate for Hour of Travel outside of Omaha Area		$50.00/hr
Additional Travel Expenses Reimbursed at State Rates		

Council discussed and considered approval of an encroachment agreement with Bone Creek Art Museum for the placement and maintenance of bronze statues and related apparatus on the sidewalk within the public right-of-way.

It was explained that the proposed statues would be located within the sidewalk area near the museum. Council discussed the importance of ensuring that the City would not assume responsibility or liability associated with the placement of the statues within the public right-of-way.

City Attorney David Levy explained that the agreement places responsibility on Bone Creek Art Museum for the maintenance and, if necessary, removal of the statues and related improvements. The agreement also provides that liability associated with the statues, including accidents or injuries resulting from their placement, would be the responsibility of the museum rather than the City.

It was noted that the proposed bronze statues are by artist Mark Moseman and that Bone Creek Art Museum had reviewed and signed the encroachment agreement.

Council Member Kevin Woita made a motion to approve the encroachment agreement with Bone Creek Art Museum for the placement and maintenance of statues and related apparatus within the public right-of-way. 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.

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ENCROACHMENT AGREEMENT

This **ENCROACHMENT AGREEMENT** (this "**Agreement**") is effective as of the date last written below (the "**Effective Date**") and is by and between **BONE CREEK ART MUSEUM**, a Nebraska non-profit corporation ("**Owner**"), and the **CITY OF DAVID CITY, NEBRASKA,** a municipal corporation and city of the second class ("**City**"). This Agreement refers to Owner and City each individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Owner owns real property in Butler County, Nebraska, at 312 5th Street, David City, on which Owner operates the Bone Creek Art Museum (the "**Museum**"); and

WHEREAS, Owner desires to place one or more statues and appurtenances (collectively, the "**Statues**") on the sidewalk south of the Museum within the public rightofway (the "**ROW**"); and

WHEREAS, City desires to allow Owner to place the Statues within the ROW, subject to this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, which the Parties hereby incorporate herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge and accept, the Parties agree as follows:

(1) **Consent to Encroachment**. City hereby consents to Owner's use of the ROW to place and maintain the Statues. City may revoke its consent and terminate this Agreement at any time for any reason by providing Owner written notice of the same. Owner shall remove the Statues and repair all disturbed portions of the ROW to City's reasonable satisfaction, at Owner's cost, within thirty (30) days of the date of City's written notice of revocation and termination.

(2) **Release of Liability**. Owner expressly waives and releases City, and shall hold harmless, defend, and indemnify City, in perpetuity, from and against all claims, including claims of third parties, now or hereafter known, arising out of or attributable to, directly or indirectly, the Statutes and their location in the ROW. Owner shall be liable for all damages, including damages to the person or property of third parties, relating to, directly or indirectly, the Statues or their location in the ROW. Owner accepts all risks and liabilities associated with the Statues, including without limitation, the risk of injury, property damage, disability, or death, regardless of whether such injury is the result of Owner or another third party's negligence or intentional misconduct. This provision shall survive termination of this Agreement.

(3) **Maintenance**. Owner shall maintain the Statues and the portion of the ROW abutting the Museum in a good and safe condition at all times at its sole cost and expense, including without limitation, maintenance of the paving and sidewalk area thereon. Owner shall keep said area free of debris, tripping hazards, and other items that may cause damage to the Statues or to third parties traversing the same. This provision shall survive termination of this Agreement.

(4) **No Representations**. City makes no representations as to the ROW's condition or its suitability for the Statues.

(5) **Entire Agreement**. This Agreement reflects the Parties' respective understandings, expectations, and representations.

(6) **Authorization**. Each Party represents that the person signing on behalf of each Party has the lawful authority to execute this Agreement and bind its Party to this Agreement. Each Party further represents that it has taken all necessary actions to provide the below signatories all necessary authority to execute this Agreement and bind the entity.

(7) **Severability**. If a court of competent jurisdiction invalidates or declares unenforceable any provision of this Agreement, said provision shall not affect the remaining provisions herein.

(8) **Binding Effect**. This Agreement shall bind Owner and its heirs, successors, and assigns, and all successive owners of the Museum.

(9) **Governing Law**. The laws of the State of Nebraska shall govern this Agreement.

(10) **Counterparts**. The Parties may execute this Agreement in multiple counterparts.

NOW THEREFORE, the Parties execute this Agreement as of the Effective Date.

OWNER:

BONE CREEK ART MUSEUM, INC.,
a Nebraska non-profit corporation

By: Ruth Thorndel
~~**Anna C. Nolan**~~, Authorized Representative
Ruth Thorndel

Date: 21 Sept 2026

CITY:

THE CITY OF DAVID CITY, NEBRASKA,
a municipal corporation and city of the second class

By: Jessica Miller
Jessica Miller, Mayor

Date: 9-23-26

ATTEST:

Lori Matchett
Lori Matchett, City Clerk

APPROVED AS TO FORM:

David C. Levy, Esq., City Attorney

Council discussed Ordinance No. 1545, amending the David City Municipal Code relating to the membership and terms of the Park and Recreation Advisory Board and updating position titles, successor positions, duties, and powers of the Board.

Recreation Director William Reiter reviewed revisions made since the previous Council discussion. The proposed ordinance separates the duties of the Park Superintendent and Recreation Director and clarifies responsibility for the City's campground facilities. Recreation Director William Reiter noted that additional clarification was needed to properly identify the individual campgrounds and their respective responsibilities. It was later clarified that the campground previously referenced during the discussion is the Tom Kobus Memorial Park Campground.

Recreation Director William Reiter also explained that the residency requirements had been revised so that the appointed citizen members of the Board would be required to reside within David City, while the Park Superintendent and Recreation Director would not be subject to the residency requirement. Additional revisions clarified responsibility for preparing Board minutes.

Council discussed language in the proposed ordinance concerning the allocation of $300,000 for parks and recreation purposes. Council expressed concern that the language could be interpreted as either a minimum or maximum allocation. Following discussion, Council favored language providing flexibility and reserving the City Council's authority to appropriate more or less than $300,000 at its discretion based upon anticipated needs and plans.

Council also discussed whether the Board should operate as a Park and Recreation Commission under Neb. Rev. Stat. SS 17-952 or remain an advisory board. William Reiter explained that a commission would have greater delegated authority to act on behalf of the City Council, while an advisory board would continue to make recommendations with final authority remaining with the Council. City Attorney David Levy stated that the statutory commission structure did not appear consistent with the City's current organization and recommended clarifying that the Park and Recreation Advisory Board is not a commission as described under SS 17-952. Council agreed to retain the advisory board structure.

The ordinance will be revised to incorporate the changes discussed and returned to the City Council for future consideration.

Council Member Kevin Woita made a motion to table Ordinance No. 1545 pending the discussed revisions. 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 discussed hiring a consultant to assist the Park and Recreation Advisory Board with developing an updated Park and Recreation Plan and study to guide future projects and improvements.

Recreation Director William Reiter explained that no consultant proposals or cost estimates had been obtained because he first wanted to determine whether the Council supported moving forward with the planning process. Council discussed the need to establish a scope of services identifying what the Cit would like a consultant to evaluate before requesting proposals.

Recreation Director William Reiter explained that professional planning assistance would provide the Park and Recreation Advisory Board with guidance in prioritizing projects, developing long-term goals, and determining how available funding could best be used. Potential planning areas discussed include park improvements and beautification, recreational amenities, trails, the existing trail plan, and the potential Rails-Trails project. Council also discussed the value of incorporating public input into the planning process.

Council discussed previous planning work and proposals considered by the City and agreed that staff should review those materials to determine whether they could assist in developing the scope of services. Staff will obtain examples of similar requests for proposals and park master planning documents from other communities to assist in preparing the City's request for proposals.

It was noted that consulting expenses related to park and recreation planning may be eligible to be paid by the City's recreational sales tax fund.

Council Member Keith Marvin made a motion to begin the process of developing a Request for Proposals (RFP) for qualified consultants to assist with development of an updated Park and Recreation Plan. 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 discussed the repair and replacement of Engine No. 2 and the possible replacement of Engine No. 3 at the David City Power Plant and considered authorizing staff to request proposals.

Council discussed obtaining proposals that would provide a clear comparison of the City's available options before determining how to proceed. Council requested that the proposals address three alternatives: repairing the existing Engine No. 2; replacing Engine No. 2 with a new or manufactured unit; and replacing both Engine No. 2 and No. 3 with units that would increase the City's generation capacity. Council indicated that replacement options should provide dual-fuel capability.

Electric Plant Supervisor John Smaus will develop the specifications to be used in requesting proposals. Council also requested that staff obtain information from Nebraska Public Power District regarding applicable rates and potential generation revenue if the City increases its generation capacity.

Council Member Bruce Meysenburg made a motion to authorize staff to request proposals for the repair of Engine No. 2, replacement of one engine, and replacement of both Engines No. 2 and No. 3 with increased generation capacity, utilizing specifications developed by Electric Plant Supervisor John Smaus and including dual-fuel capability for the replacement options. 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 discussed downtown lighting improvements and considered authorizing staff to solicit sealed bids for a permanent LED lighting system.

Staff explained that the existing downtown lighting has experienced ongoing maintenance and reliability issues. Staff developed specifications for a permanent commercial-

grade LED Lighting system. The proposed specifications include a 25-year product warranty, a two-year warranty covering installation and labor, and a proposal for extended labor and service throughout the product warranty period.

Council discussed the benefit of having the successful contractor responsible for ongoing service and maintenance of the lighting system rather than relying on the City's Electric Department for repairs. The proposed system would be installed in a low-profile track designed to protect the wiring and lighting components and would be suitable for year-round use.

If the project proceeds, City Administrator Intern Raiko Martinez will work with downtown property owners to obtain the necessary easements or permissions for installation. Council discussed interior and exterior locations for system control panels, noting that interior placement may provide greater protection and longevity. The City would maintain control and operation of the lighting system.

Council discussed obtaining bids for the entire proposed downtown lighting project while exploring whether an initial portion of the project, including the Courthouse area and a portion of the downtown business district, could be completed in time for the upcoming holiday season. Council also discussed potential funding and noted that the project may qualify for funding through the City's Downtown Revitalization sales tax.

Council Member Keith Marvin made a motion to authorize staff to solicit sealed bids for the downtown permanent LED Lighting project in accordance with the proposed specifications. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

CITY OF DAVID CITY, NEBRASKA

DOWNTOWN PERMANENT LED LIGHTING PROJECT

BID SPECIFICATIONS

1. PROJECT DESCRIPTION

The City of David City is requesting sealed bids for the furnishing and installation of a permanent, programmable commercial LED lighting system on designated downtown buildings.

The project shall include all labor, materials, equipment, controls, mounting channels, wiring, power supplies, control boxes, accessories, programming, testing, cleanup, and other components necessary to provide a complete and fully operational lighting system.

The lighting system shall be **Trimlight Commercial LED or an approved equivalent meeting or exceeding all specifications contained herein.**

2. BID SUBMISSION AND OPENING

Sealed bids must be received by the City of David City no later than 3:00 p.m. on Wednesday, October 14, 2026.

Bids shall be submitted to the **City Clerk and/or City Administrator** at:

City of David City
490 E Street
David City, NE 68632

Bids received after **3:00 p.m. on October 14, 2026**, will not be considered.

All bids shall be submitted in a sealed envelope clearly marked:

"DOWNTOWN PERMANENT LED LIGHTING PROJECT – SEALED BID"

Bids will be publicly opened and presented at the **David City City Council meeting on October 14, 2026**.

3. MINIMUM LIGHTING SYSTEM SPECIFICATIONS

The proposed permanent commercial LED lighting system shall meet or exceed the following minimum specifications:

- **LEDs per Bulb:** 3
- **Wattage:** 1 watt per bulb
- **LED Life Expectancy:** 50,000+ hours
- **Bulb Spacing:** 12 inches
- **Lumens:** 30–60 lumens per bulb, depending upon method of measurement
- **Colors:** RGB, full-color programmable
- **Voltage:** 12V low-voltage system
- **Waterproof Rating:** IP68
- **Control Method:** Trimlight Edge App or approved equivalent
- **Voice Control Compatibility:** Google Home and Amazon Alexa
- **Music Synchronization:** Capability to synchronize lighting patterns with music through an auxiliary port connected to a speaker or comparable system
- **Customization:** Customizable colors, patterns, sequences, schedules, and low-profile mounting channels designed to coordinate with the building or business appearance
- **Grouping Capability:** Ability to group and control multiple participating business locations through one centralized control system
- **Remote Access:** Ability for authorized City personnel to control grouped lighting locations remotely from any location with appropriate internet access
- Individually programmable color patterns and sequences
- Dimming capability
- Scheduling and timer capability
- Ability to create and save custom lighting patterns
- Remote/app-based operation
- Commercial-grade components suitable for permanent exterior installation

4. MOUNTING CHANNEL

The system shall be installed using a **low-profile mounting channel** designed to minimize the visibility of the lighting system and associated wiring during daylight hours.

Channels shall:

- Be commercial grade and designed for permanent exterior installation.
- Be securely fastened to the building.
- Conceal and protect wiring to the greatest extent practical.
- Be installed in a straight, uniform, and professional manner.
- Be compatible with the proposed LED lighting system.

- Be available in a finish or color selected to coordinate with the building façade, trim, or business branding when reasonably available.

The contractor shall coordinate channel color and placement with the City prior to installation.

5. CONTROL BOX OPTIONS

The City is requesting the ability to consider either **exterior-mounted or interior-mounted control boxes** depending upon the individual building and installation conditions.

The bidder shall identify and provide pricing, where applicable, for:

Option A – Exterior Control Boxes: Weather-resistant exterior control boxes suitable for permanent outdoor installation.

Option B – Interior Control Boxes: Control boxes installed within the interior of the applicable building at a location approved by the City and/or property owner.

The bidder shall identify any differences in cost, installation requirements, electrical requirements, accessibility, performance, or warranty associated with the two options.

6. SYSTEM CONTROLS, GROUPING AND REMOTE MANAGEMENT

The installed lighting system shall be controllable through the **Trimlight Edge App or approved equivalent** and shall provide centralized control capabilities appropriate for a multi-building downtown lighting project.

The system shall provide the ability to:

- Turn lighting on and off remotely.
- Select and customize RGB colors.
- Create custom patterns and sequences.
- Adjust brightness.
- Establish schedules and timers.
- Save lighting programs for holidays, community events, seasons, promotions, and other occasions.
- Synchronize lighting effects with music through an auxiliary connection or comparable method.
- Group multiple downtown businesses or buildings together.
- Operate grouped locations simultaneously from one centralized control location.
- Control authorized locations remotely through internet connectivity.
- Allow authorized City personnel to manage the system without requiring physical access to each individual business location.
- Provide individual control of locations when the City does not wish to operate all locations as a group.

The system shall also support Google Home and Amazon Alexa voice control.

7. INSTALLATION REQUIREMENTS

The successful bidder shall provide a complete, professional installation, including all LED lighting, low-profile mounting channels, controllers, control boxes, power supplies, wiring, connectors, mounting hardware, required penetrations and weather sealing, programming, configuration, centralized/group controls, testing, commissioning, cleanup, and removal of installation debris.

All exterior penetrations shall be properly sealed and weatherproofed.

Installation shall not unnecessarily damage building façades, masonry, trim, roofing, gutters, or other architectural features. Any damage caused by the contractor during installation shall be repaired by the contractor at no additional cost to the City or property owner.

8. ELECTRICAL REQUIREMENTS

The lighting system shall operate on a **12V low-voltage system**, with LED bulbs rated at approximately **1 watt per bulb**.

The bidder shall identify any additional 120V electrical outlets, circuits, electrical improvements, internet/network connections, or other infrastructure necessary for installation and operation.

Unless specifically included in the bid, additional electrical work shall not be performed without prior authorization from the City.

All work shall comply with applicable electrical, building, and safety codes.

9. WARRANTY REQUIREMENTS

The successful bidder shall provide the following minimum warranties:

Labor and Installation Warranty:
A minimum **two (2) year warranty** covering installation and labor associated with the lighting system.

Product Warranty:
A minimum **twenty-five (25) year manufacturer's/product warranty** on the permanent LED lighting system and covered system components.

The bidder shall provide written documentation describing all warranties with the bid, including:

- Items and components covered.
- Length of coverage.
- Labor coverage.
- Replacement-part coverage.
- Exclusions or limitations.
- Procedures for requesting warranty service.
- Identification of the party responsible for providing warranty service.

Warranty coverage shall commence upon final acceptance of the completed installation by the City.

10. EXTENDED LABOR AND SERVICE PROPOSAL

In addition to the required two (2) year labor and installation warranty, each bidder shall provide a **separate proposal for extended labor and service coverage for the duration of the product warranty period.**

The purpose of the extended service proposal is to provide the City with an option for continued labor and service necessary to keep the permanent lighting system operational throughout the applicable product warranty.

The proposal shall clearly identify:

- The length of the proposed labor/service coverage.
- Annual cost and/or total cost of the extended coverage.
- Whether pricing is fixed for the entire coverage period or subject to future increases.
- Labor included for diagnosing system failures or malfunctions.

- Labor for removal and replacement of defective bulbs, controllers, power supplies, wiring, channels, and other components covered under the manufacturer's product warranty.
- Service-call or trip charges, if any.
- Equipment or lift charges, if any.
- Response time for service requests.
- Any preventative maintenance included.
- Any exclusions or limitations.
- Procedures for requesting service.
- Whether the contractor will process and coordinate product warranty claims directly with the manufacturer on behalf of the City.

The bidder shall specifically identify **any labor, service call, travel, equipment, lift, shipping, or other charges that would remain the responsibility of the City** under the extended service proposal.

The City desires an extended service option that will allow defective components covered by the manufacturer's warranty to be repaired or replaced without the City incurring unexpected labor costs to maintain the lighting system in operating condition.

The extended labor/service proposal shall be priced separately from the Base Bid so the City may accept or reject this option independently of the lighting installation contract.

11. TRAINING AND SYSTEM SETUP

Following installation, the successful bidder shall provide training to designated City personnel.

Training shall include operation of the control application, creation and modification of lighting patterns, scheduling, brightness controls, color selection, music synchronization, grouping and ungrouping individual locations, centralized control, remote access, troubleshooting, authorized-user management, and basic system maintenance.

The contractor shall assist the City with initial programming, grouping, and configuration of the system.

12. BIDDER QUALIFICATIONS

Bidders shall have demonstrated experience installing permanent exterior commercial LED lighting systems.

The City may request references from previous commercial or municipal installations, photographs or examples of completed projects, manufacturer/dealer certifications, proof of insurance, and documentation showing the bidder is authorized to install and service the proposed system.

13. BID PRICING

The bid shall clearly identify:

1. Total linear feet of lighting proposed.
2. Cost per linear foot, if applicable.
3. Total lighting/material cost.
4. Installation/labor cost.
5. Cost of low-profile channels.
6. Cost for exterior control boxes.
7. Cost for interior control boxes.

8. Controller/power supply costs.
9. Costs associated with centralized/group control capabilities.
10. Electrical work included in the bid.
11. Any recurring software, app, cloud-service, licensing, subscription, or remote-access fees.
12. Any additional equipment or charges.
13. **Total Base Bid.**
14. **Extended Labor/Service Proposal – separately stated.**
15. **Total Project Cost if Extended Labor/Service Proposal is accepted.**

Any work or equipment necessary for a complete and functional installation that is not included in the Base Bid shall be clearly identified as an exclusion.

14. SITE CONDITIONS AND MEASUREMENTS

Bidders shall be responsible for examining the project area and verifying all measurements, mounting conditions, electrical requirements, access requirements, internet/connectivity requirements, and other site conditions prior to submitting a bid.

The City may arrange a site walkthrough for interested bidders.

15. COMPLETION AND FINAL ACCEPTANCE

Prior to final acceptance, the contractor shall demonstrate that all lighting and controllers are operational; app connectivity, programming, scheduling, grouping, centralized control, remote access, and music synchronization functions are operational; all channels and lighting are securely installed; all penetrations are properly sealed; installation debris has been removed; and City personnel have received required system training.

The project shall not be considered complete until the City has inspected and accepted the installation.

16. BID AWARD

The City of David City reserves the right to reject any or all bids, waive informalities or irregularities in bids, request additional information from bidders, and accept the bid determined to be in the best interests of the City.

The City reserves the right to **accept or reject the Extended Labor/Service Proposal separately from the Base Bid.**

Award shall not necessarily be based solely upon the lowest bid. The City may consider compliance with specifications, product quality, warranty coverage, bidder experience, service capabilities, proposed installation method, completion schedule, and overall cost.

17. PRODUCT STANDARD

The specifications contained herein are based upon the performance characteristics of the **Trimlight Commercial permanent LED lighting system**.

Where an approved equivalent product is proposed, the bidder shall provide sufficient manufacturer specifications and warranty documentation demonstrating that the proposed system meets or exceeds every minimum requirement contained in these specifications.

Any exceptions or deviations from these specifications shall be clearly identified in the bidder's proposal.

Council discussed renewal of the Best Care Employee Assistance Program (EAP). Staff noted that the program provides mental health and employee assistance resources and has been utilized by City Employees.

Council discussed the available renewal options and determined to proceed with a one-year renewal. Council Member Kevin Woita made a motion to approve the one-year renewal of the Best Care Employee Assistance Program. 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.

Best Care EAP Services Renewal

EMPLOYER: City of David City
EFFECTIVE DATE: 9/1/2026

This renewal amends the most current Agreement between the EMPLOYER and Nebraska Methodist Health System, Inc. d/b/a Best Care Employee Assistance Program.

Employee Information

To ensure accurate coverage and pricing, please provide the following:

- **Total Eligible Employee Headcount** for 2026: 45
- **Classification of Eligible Employees** (check all that apply):
  ☑ Full-time ☑ Part-time ☐ Temp/On-call/Adjunct/Seasonal ☐ Other: _____
- **Employee *Locations Listing***: Please update the enclosed employee locations list and return this list with your renewal.

Renewal Pricing and Packages

Please see your renewal options in the table below:

	Upgraded Package	Current Package
Counseling Sessions	6	5
Service Hours included	3	3
Legal & Financial Services	X	X
Work/Life Referral	X	X
Talkspace Virtual Therapy	X	X
My Life Expert: Comprehensive Wellbeing Portal	X	X
1 Year Renewal Fee	$4840.00	$4435.00
Maximize Your Savings: Lock in a 3-Year Rate!		
3 Year Renewal Fee* (per year for 3 years)	$5000.00	$4500.00

Please indicate your package/renewal choice by circling the price of the package you are choosing.

Important Notes

- Fees are based on the previous year's employee head count. Best Care EAP reserves the right to adjust pricing due to significant increases or decreases in employee count.
- *For the 3-year renewal, if the **New Case registration rate** exceeds 8% annually (calculate by dividing total New Cases by the reported employee population.), an additional fee of $675.00 will be billed per case over this threshold at the end of the contract year.
- 7 (c) Termination Clause Update: **Without Showing of Cause**. By either party without a showing of cause, upon ninety (90) days written notice to the other party. If the Employer does not give Best Care EAP at least ninety (90) days written notification of upcoming termination, Best Care EAP shall have the right to bill the Employer for the ninety (90) day period for purpose of closing out the account.

Signature of EMPLOYER's Authorized EAP Coordinator: Date:

_____ _____

Please complete and return this signed addendum, along with your updated *Locations Listing* to April.Epley@BestCareEAP.org by 8/1/2026.

BEST CARE
EMPLOYEE ASSISTANCE PROGRAM

Council considered Amendment No. 1 from JEO Consulting Group for the David City Wastewater Treatment Facility and Trunk Sewer Construction Services. Ethan Joy with JEO Consulting Group presented the amendment and explained the additional services.

Ethan Joy stated that the first portion of the amendment would provide continued engineering assistance related to potential increased wastewater loading from AGP should AGP expand its operation. JEO will evaluate potential solutions and associated costs to assist

the City with continued negotiations regarding the sewer service agreement. These services will be provided on an hourly basis.

The second portion of the amendment relates to biosolids, or sludge, accumulation in the City's wastewater lagoons. City staff has determined that several lagoon cells contain significant amounts of sludge and require cleaning. JEO will prepare plans and specifications to solicit bids for lagoon desludging. The work will be bid on by individual cells and prioritized, allowing the City Council to determine the amount of work to complete based upon available funding and need.

Ethan Joy noted that the City had previously discussed the work with BRB Contractors, Inc., the contractor currently working on the wastewater project; however, the proposed cost was high. JEO recommended competitively bidding for the desludging work. Council also discussed the importance of deluging Cell A before its capacity is adversely affected.

Ethan Joy stated that the additional engineering services will be performed on an hourly basis as needed and noted that engineering costs to date are below the original estimated fee for the project.

Council Member Bruce Meysenburg made a motion to approve Amendment No. 1 from JEO Consulting Group for the David City Wastewater Treatment Facility and Trunk Sewer Construction Services. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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AMENDMENT TO CLIENT-JEO AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: **Date signed by Client**

ARTICLE 1 – BACKGROUND DATA

Effective Date of Client-JEO Agreement: **May 30, 2025**
Client: **City of David City, Nebraska**
JEO: **JEO Consulting Group, Inc.**
Project: **David City WWTF and Trunk Sewer Construction Services**
JEO Project Number: **251034.00**

ARTICLE 2 – NATURE OF AMENDMENT

X Additional Services to be performed by JEO
X Modifications of payment to JEO
X Modifications of responsibilities of Client

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

The services provided by JEO are expanded to include two new items.

1. **JEO to provide services to review the proposed agreement between the City of David City and Ag Processing Inc. (AGP) in regard to the Significant Industrial User Agreement.**

   Study and Report Phase

   A. **Review original study and design documents of the wastewater system prepared by the Client's prior engineer to determine the treatment facility's design flow and loading compared to AGP projected flows and loads, other known industrial users, and existing community flows and loads.**
   B. **Review the flow and load information provided by the wastewater treatment system manufacturer and verify the actual capacity of the expanded wastewater treatment system.**
   C. **Coordinate with AGP to review AGP's projected flows and loads and review the available information concerning AGP's pretreatment system. Perform site visits at AGP as necessary and review AGP design information as shared by AGP.**
   D. **Develop recommendations for improvements to the Client's wastewater treatment system and/or the AGP pretreatment system, based on the evaluation of the existing facilities and projected future needs.**
   E. **Develop opinions of project cost for the recommended improvements to the wastewater system. Opinions of cost to include engineering, construction, equipment, and contingencies.**

F. Develop opinions of the Operation and Maintenance (O&M) cost for the alternative recommended improvements.
G. Provide a "cost-effective analysis" of the alternative recommended improvements, including project costs and 20-year present worth of the projected O&M cost for the systems.
H. Prepare a summary memo of the findings of the analysis deliver to the Client and attend a Council meeting to present the findings.

2. JEO to provide services to facilitate removal of accumulated biosolids from the existing wastewater treatment lagoons. Service to include the preparation of front-end contract documents, technical specifications, and drawings detailing the necessary work, services, materials, equipment and supplies necessary to design and construct the project. The Engineer will also provide bidding assistance, construction administration, and part-time inspection during the construction of the project.

Design Phase

A. Prepare design drawings, technical specifications, and opinion of probable construction cost for the removal of biosolids and piping improvements for each of the four (4) lagoon cells (A, B, D, & E).
B. Client to contact local landowners to inquire about their willingness to allow biosolids to be applied to area fields. JEO to include a list of names and locations of landowners contacted by the Client in the contract documents for the Bidders to utilize in preparing bids.
C. Conduct an internal QA/QC of the project documents and incorporate necessary revisions.
D. Create final drawings and specifications package and sign and seal by engineers and a coordinating professional all registered in the State of Nebraska.
E. Following confirmation from the Owner, submit final drawings and specifications to NDWEE for review, approval, and issuance of construction permits. Owner to pay all review fees.

Bidding Phase

F. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
G. Respond to inquiries from prospective bidders and prepare any addenda required.
H. Assist the Owner in securing construction bids for the project.
I. Assist the Owner at the bid opening. [1 Meeting]
J. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
K. Prepare and submit necessary information to the Owner for project award approval.
L. Prepare contract documents for execution by Contractor and the Owner, and approval by Owner's legal and insurance counsel.

Construction Administration Phase

M. Schedule and conduct a pre-construction meeting. [1 Meeting]
N. Review biosolids testing results provided by the Contractor as required by the contract documents.
O. Provide interpretation of the plans and specifications, when necessary.
P. Review shop drawings and related data supplied by the Contractor.
Q. Review Contractor's payment estimates and provide to Owner for review and approval.
R. Review change order requests, if necessary, and provide to Owner for review and approval.
S. Consult with and advise Owner during construction.
T. Provide Davis Bacon Payroll Administrative Services. Services include the verification of contractor payroll in comparison to the Davis Bacon Labor rates.
U. Perform quarterly wage interviews with the Contractor and any Subcontractors.
V. Assist the Owner with SRF required documents and SRF drawdown payment requests.
W. Collect, review, and record compliant manufacturer's certifications for AIS.
X. Conduct a final inspection of project with the Contractor and Owner.
Y. Submit to NDWEE the notice of completion.
Z. Recommend to the Owner the acceptance of the project and complete the necessary certificates.

Construction Observation Phase

AA. JEO will furnish a part-time Resident Project Representative [RPR] to observe construction progress and quality of the work.

Modification of Fees (*items in red are new phases*):

Project Management	$ 30,000	Hourly
Expedited WWTF Peer Review Phase	$ 95,000	Lump Sum
Study and Report (AGP Coordination)	*$ 20,000*	*Hourly*
Design (Biosolids Removal)	*$ 15,000*	*Hourly*
Bidding (Biosolids Removal)	*$ 8,000*	*Hourly*
Construction Administration (WWTF)	$ 300,000	Hourly
Construction Administration (Biosolids)	*$ 25,000*	*Hourly*
Construction Observation (WWTF)	$ 235,000	Hourly
Construction Observation (Biosolids)	*$ 30,000*	*Hourly*
Post Construction	$ 42,000	Hourly
Total Estimated Fee*:	$ 800,000	

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

ARTICLE 4 – AGREEMENT SUMMARY

Original agreement amount:	$ 740,000
Net change for prior amendments:	$ 0
This amendment amount:	$ 60,000
Adjusted Agreement amount:	$ 800,000

Change in time for services (days or date, as applicable): **estimated through December 31, 2027**

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Client and JEO hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

Client: **City of David City**

DocuSigned by:
Jessica J. Miller
82808C3EAD5740A...

By: **Jessica Miller**

Title: **Mayor**

Date Signed: 9/25/2026

JEO Consulting Group, Inc.

DocuSigned by:
Ethan Joy, P.E.
B659CABF585D4C4...

By: **Ethan E. Joy, PE**

Title: **Principal Engineer**

Date Signed: 9/24/2026

Council considered the appointment of the Deputy City Clerk. It was noted that the application period closed on September 1, 2026. Following review, interviews and discussion, staff recommended officially appointing Rachel Kahnk as Deputy City Clerk.

Council Member Jim Angell made a motion to appoint Rachel Kahnk as Deputy City Clerk. 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 considered canceling the City Council meetings scheduled for November 25, 2026, and December 23, 2026, due to their proximity to the Thanksgiving and Christmas holidays.

Council also discussed the regularly scheduled November 11, 2026, meeting, which falls on Veterans Day. Council discussed potentially moving that meeting to another date and noted that a resolution would be brought back for consideration at a future date.

Council Member Kevin Woita made a motion to cancel the November 25, 2026 and December 23, 2026 City Council Meetings. 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 Keith Marvin made a motion to adjourn at 8:03 p.m. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

CERTIFICATION OF MINUTES
September 23, 2026

I, Lori Matchett, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of September 23, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

_____
Lori Matchett, City Clerk

City of David City, Nebraska 68632

Claim of: D-Sign Shop
Street: P.O. Box 301
City: David City, NE

Date: 10/14/26

68632

Services Rendered	Department	Code	Net	S. Tax	Subtotal	Total
Supplies						
						$ -
	Police Dept.	32-2290				$ 42.00
					CITY	$ 42.00
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Total of Claim: $ 42.00

Examined and allowance recommended

Posting No.		Check No.	Total
______	**City of David City**		$ 42.00
______	**David City Utilities**		$ -
	Payroll		$ -

Total of Checks: $ 42.00

Finance Committee

Scanned Document ______
Claims List ______

City Clerk

D-Sign Shop

665 S. 4th
David City, NE 68632

Phone: 402-641-1008

E-mail: dsignshop@windstream.net

Statement

Statement #: 26-220
Date: September 17, 2026
Customer ID:

Bill To: City of David City
Att: Marla

Date	Type	Quantity	Cost		Amount	TAX		Balance
9/17/2026	Property of David City Police Dept	100		$0.42	$42.00		$	42.00
							$	-
					Sales Tax	$0.000	$	-
					$0.00		$	-
						Total	$	42.00

Reminder: Please include the statement number on your check.

Terms: Balance due in 30 days.

31621

32-2290

CHECK APPROVAL LIST - COUNCIL

City of David City | October 14, 2026

CITY FUNDS

GENERAL

Vendor	Invoice Description	Amount
Amazon Capital Services	nancy cleaning supplies	$70.68
Amgl Cpas & Advisors	audit services	$2,309.10
Applied Connective Technologies	Service	$704.96
Baird Holm Llp	attorney fees; attorney services	$10,459.00
Best Care Employee Assistance Program	employee assistance program	$1,084.16
Butler County Register Of Deeds	Filing Fees	$116.00
Column Software Pbc	general legal notice; legal notice	$391.98
David City Payroll Account	401a portion of deferred compensation; 401a Portion; Health Insurance	$12,499.94
David City Rural Fire #9	Fireman's Occupation Tax - October 1, 2025 to September 30, 2026	$85.00
First National Bank Of Omaha	ionos, nda, lodging, arlo technologies, newstripe, fisher athletic delux; Open AI, Ionos, lodging, arlo technologies, detechtachem, zazzle, luchalk	$2,448.69
Hometown Leasing	Copier Lease	$482.16
Lincoln Journal Star	Publication and Legal Notices	$70.49
Lincoln National Life Insurance	Life/LTD insurancee	$46.38
Raiko Martinez	mileage	$138.91
Lori Matchett	Mileage	$146.89
Nebraska Dept. Of Revenue	Sales Tax - August 2026	$0.03
Nebraska Municipal Clerks' Association	2026-2027 membership dues - R Kahnk; 2026-2027 membership dues - L Matchett	$150.00
Paper Tiger Shredding	shredding	$161.28
Petty Cash	Certified Letters, Southern 7 dues, Lunch - L. Matchett	$81.77
Quill Corporation	binder, tylenol; binders	$617.51
School District #56 General Fd	Tobacco/Liquor Lisense Oct 1, 2025 to Sept 30, 2026	$3,080.00
State Treasurer Of Nebraska	Dog Tags - Oct 1, 2025 to Sept 30, 2026	$78.08
Time Management Systems, Inc.	Software subscription/support	$95.18
Waste Connections Of Ne	Garbage Service	$17.60
TOTAL GENERAL		**$35,335.79**

BUILDING PERMIT FUND

Vendor	Invoice Description	Amount
Applied Connective Technologies	Service	$103.33
Baird Holm Llp	attorney fees	$910.00
Best Care Employee Assistance Program	employee assistance program	$98.56
David City Payroll Account	401a portion of deferred compensation; 401a Portion	$5,998.17
Kobza Motors	Battery - 2006 dodge dakota	$247.70
Petty Cash	Certified Letters, Southern 7 dues, Lunch - L. Matchett	$22.04
Wex Bank	Fuel	$2.26
TOTAL BUILDING PERMIT FUND		**$7,382.06**

CREATIVE DISTRICT

Vendor	Invoice Description	Amount
Butler Public Power District	Electric Service - Airport & Creative District	$32.90
David City Utilities	Utilities	$95.90
TOTAL CREATIVE DISTRICT		**$128.80**

STREET

Vendor	Invoice Description	Amount
Applied Connective Technologies	Service	$251.33
Arbor Ventures	Emergency take down- cottonwood tree at 885 N. 8th Street	$9,000.00
Arps	storm sewer repair	$1,624.38
Best Care Employee Assistance Program	employee assistance program	$394.20

Butler County Clinic, P.C.	drug testing - n. zrust	$90.00
Butler County Welding	1996 GMC	$29.70
Cather & Sons Construction Inc	asphalt	$1,114.00
Central Sand & Gravel Co.	gravel; Road Gravel	$3,566.41
David City Ace Hardware	duster, fly paper; vac filter	$62.96
David City Payroll Account	401a portion of deferred compensation; 401a Portion; Health Insurance	$21,953.57
David City Utilities	phone service	$20.25
Dc Door Company	door remotes	$255.00
Hotsy Equipment Co. S.E.	nozzle	$35.00
Jackson Services, Inc.	Supplies	$32.11
Jeo Consulting Group	engineering services	$25,576.25
Dean Jones	Tree removal reimbursement	$450.00
Kobza Motors	brake work - 2002 chevy	$230.80
Kovar Ag Repair, Llc	john deere 4450 work	$615.00
Kroeger Sand And Gravel	Gravel for base on asphalt road work	$2,416.25
Lincoln National Life Insurance	Life/LTD insurancee	$39.43
Midwest Service & Sales Co.	grader blades	$2,358.50
Nebraska Dept. Of Revenue	Sales Tax - August 2026	$139.96
Northside Inc.	tire work; Sterling tire repair; fuel	$6,393.96
Reardon Lawn & Garden	throttle trigger	$10.00
Rehmer Auto Parts	pressure washer quick connect; def fluid for equipment; replacement floor jack; fogger	$390.06
Rerucha Ag And Auto Supply	brake cleaner; filter	$184.66
Carl Rezac	tree removal reimbursement	$1,500.00
Rose Equipment	tymco gutter broom; sweeper repair	$2,067.00
John Smith	tree removal reimbursement	$800.00
Staples	ink	$83.98
Truck Center Companies	2023 Wester Star Service and Inspection	$869.76
Verizon Wireless	Wireless Service	$40.01
Veseris	mosquito spray	$3,888.96
Waste Connections Of Ne	Garbage Service	$68.93
Wex Bank	Fuel	$781.96
White Cap	asphalt repair material; aqua water patch asphalt	$1,495.96
Windstream	Telephone Service	$78.53
Winter Equipment	snow plow parts	$744.39
TOTAL STREET		**$89,653.26**

POLICE DEPARTMENT

Vendor	Invoice Description	Amount
Amazon Capital Services	ammo storage box; Ink; stickers; T-shirts	$1,290.89
Applied Connective Technologies	Service	$278.71
Baird Holm Llp	attorney fees	$5,492.50
Benchmark Government Solutions, Llc	Training Meals J. Winkler	$340.60
Best Care Employee Assistance Program	employee assistance program	$788.48
Bromm Lindahl Freeman-Caddy & Lausterer	legal services	$86.00
D-Sign Shop	sign	$42.00
David City Ace Hardware	evidence room; totes, tool box; phone car mount, lube, oil, air freshener; quick clips	$388.04
David City Electric Dept.	Loan Payment #2	$36,034.85
David City Payroll Account	401a portion of deferred compensation; 401a Portion; Health Insurance	$49,531.01
David City Utilities	phone service	$48.75
First National Bank Of Omaha	ionos, nda, lodging, arlo technologies, newstripe, fisher athletic delux; Open AI, Ionos, lodging, arlo technologies, detechtachem, zazzle, luchalk	$44.39
Great Plains Uniforms	t shirts; pink uniform items; shirt, pants, patches; pants, shirts, patch	$1,913.39
Hartman Auto Repair	oil change; 2019 ford police interceptor; ignition coil, spark plug	$937.59
Leads Online, Llc	INVESTIGATION SYSTEM	$2,396.00
Lincoln National Life Insurance	Life/LTD insurancee	$53.87
Nancy A. Krenk Llc	Cleaning Services - Sept 2026	$80.00
Northside Inc.	#47 wash tokens	$12.00

Petty Cash	Certified Letters, Southern 7 dues, Lunch - L. Matchett	$11.02
Rehmer Auto Parts	fire extinguisher	$96.25
Marla Schnell	Mileage	$90.92
Tritech Software Systmes	services	$17,940.00
Verizon Wireless	Wireless Service	$604.21
Wex Bank	Fuel	$3,724.25
Jackson Winkler	gloves	$164.75
TOTAL POLICE DEPARTMENT		**$122,390.47**

SWIMMING POOL

Vendor	Invoice Description	Amount
Aqua-Chem	chemicals	$84.27
David City Water Department	Water Service - city accounts	$0.09
Nebraska Dept. Of Revenue	Sales Tax - August 2026	$258.49
Sloup Lawn Care	Fertilizing/Spraying/Sterilant - 2nd payment	$2,695.83
Windstream	Telephone Service	$147.37
TOTAL SWIMMING POOL		**$3,186.05**

PARK

Vendor	Invoice Description	Amount
Baird Holm Llp	attorney fees	$763.75
Best Care Employee Assistance Program	employee assistance program	$394.20
Butler County Welding	bits, nuts	$28.00
Creative Sites	playground equipment	$209.68
David City Ace Hardware	hose and sprinkler	$89.98
David City Payroll Account	401a portion of deferred compensation; 401a Portion; Health Insurance	$9,867.62
David City Utilities	phone service	$40.25
First National Bank Of Omaha	ionos, nda, lodging, arlo technologies, newstripe, fisher athletic delux	$251.56
Grainger	flag, filter	$338.88
Nebraska Dept. Of Revenue	Sales Tax - August 2026	$19.53
Northside Inc.	fuel	$71.68
Rerucha Ag And Auto Supply	wiper blade	$28.58
Sloup Lawn Care	Fertilizing/Spraying/Sterilant - 2nd payment	$5,391.67
Steager Irrigation Llc	service	$1,041.00
Steager Lawn Service	city park mow and trim - final 1/3 payment per contract	$22,971.66
Tweet'S Sport Shop	tennis net	$550.00
Verizon Wireless	Wireless Service	$53.66
Waste Connections Of Ne	Garbage Service	$68.94
Wex Bank	Fuel	$320.64
TOTAL PARK		**$42,501.28**

RECREATION PROGRAM

Vendor	Invoice Description	Amount
Applied Connective Technologies	Service	$15.13
Baird Holm Llp	attorney fees	$763.75
Best Care Employee Assistance Program	employee assistance program	$98.56
David City Ace Hardware	toilet bowl cleaner, soap, ear plugs; spray paint	$82.00
David City Payroll Account	401a portion of deferred compensation; 401a Portion	$6,665.33
David City Utilities	Utilities	$5,836.81
Didier'S Grocery, Inc.	concessions items; concession items; concession returns	$414.24
First National Bank Of Omaha	ionos, nda, lodging, arlo technologies, newstripe, fisher athletic delux	$534.00
Frontier Cooperative Company	chemical; chemicals	$139.50
Lincoln National Life Insurance	Life/LTD insurancee	$9.87
Nebraska Dept. Of Revenue	Sales Tax - August 2026	$67.57
Sack Lumber Company	sealant, batt; field marker	$229.28
Steager Irrigation Llc	service	$2,490.00
Waste Connections Of Ne	Garbage Service	$63.91

Wex Bank	Fuel	$287.03
TOTAL RECREATION PROGRAM		**$17,696.98**

LIBRARY

Vendor	Invoice Description	Amount
Amazon Capital Services	book; BOOKS; paper towels and toilet paper; Credit memo; planner, paper, adhesive vinyl sheets, cutting mat	$828.36
Applied Connective Technologies	Service	$95.00
Black Hills Energy	Natural Gas Service	$62.62
Boston Studio Project	NEWSPAPER SUBSCRIPTION - HALF A YEAR	$59.90
Charter Communications	Digital Phone and Roadrunner	$110.00
David City Payroll Account	401a portion of deferred compensation; 401a Portion	$11,210.46
David City Utilities	phone service	$40.00
First National Bank Of Omaha	Open AI, Ionos, lodging, arlo technologies, detechtachem, zazzle, luchalk	$250.00
Hometown Leasing	Copier Lease	$124.00
Lincoln Journal Star	Renewal Notice	$773.98
Midwest Tape	digital books, audio; digital books	$1,177.98
Waste Connections Of Ne	Garbage Service	$17.60
Lucia Watts	Thrift books order	$28.21
TOTAL LIBRARY		**$14,778.11**

RV CAMPGROUND

Vendor	Invoice Description	Amount
David City Electric Dept.	Electric Service	$650.00
David City Payroll Account	401a portion of deferred compensation	$235.27
Frontier Cooperative Company	chemical; chemicals	$15.50
Nebraska Dept. Of Revenue	Sales Tax - August 2026; Lodging Tax - August 2026	$604.33
Sloup Lawn Care	Fertilizing/Spraying/Sterilant - 2nd payment	$2,695.83
Waste Connections Of Ne	Garbage Service	$137.87
Wex Bank	Fuel	$82.96
TOTAL RV CAMPGROUND		**$4,421.76**

AUDITORIUM

Vendor	Invoice Description	Amount
Applied Connective Technologies	Service	$102.20
City Of David City	Auditorium - Class C Liquor License	$320.00
Creative Sites	playground equipment	$249.00
David City Ace Hardware	shower head	$17.98
David City Electric Dept.	Electric Service	$553.10
David City Payroll Account	401a portion of deferred compensation	$2,620.33
David City Water Department	Water Service - city accounts	$235.97
Hd Supply, Inc.	liners; sheets	$356.60
Jackson Services, Inc.	Supplies	$66.26
Lincoln National Life Insurance	Life/LTD insurancee	$16.74
Nebraska Dept. Of Revenue	Sales Tax - August 2026	$25.08
Nebraska Liquor Control Comm.	liquor control payment	$46.75
Osborn Sales & Service	reset thermostat	$98.00
Per Mar Security Services	security services	$2,484.00
Plunketts Pest Control	General Pest Control	$150.22
Sack Lumber Company	sealant	$99.87
Waste Connections Of Ne	Garbage Service	$68.93
TOTAL AUDITORIUM		**$7,511.03**

AIRPORT

Vendor	Invoice Description	Amount
Butler Public Power District	Electric Service - Airport & Creative District	$233.97
City Of David City	Credit Card Charges	$103.11

David City Ace Hardware	runway lights; mouse traps	$14.73
David City Payroll Account	401a portion of deferred compensation	$2,315.96
David City Water Department	Water Service - city accounts	$28.50
First National Bank Of Omaha	ionos, nda, lodging, arlo technologies, newstripe, fisher athletic delux	$70.93
Grass Roots Lawn Care	Broadleaf weed Control	$750.00
Kirkham Michael	David City Airport RWY Rehab	$20,998.34
T-Mobile	Airport	$41.65
Wex Bank	Fuel	$134.78
TOTAL AIRPORT		**$24,691.97**

SOCIAL SECURITY FUND

Vendor	Invoice Description	Amount
David City Payroll Account	Social Security	$7,337.52
TOTAL SOCIAL SECURITY FUND		**$7,337.52**

TAX INCREMENT FINANC

Vendor	Invoice Description	Amount
Baird Holm Llp	attorney fees	$1,476.00
Gdc Properties	TIF Proceeds; August and September 2026 TIF	$19,616.98
Midwest Housing Development Fund, Inc	Aug and Sept, 2026 TIF; TIF	$14,876.07
TOTAL TAX INCREMENT FINANC		**$35,969.05**

CITY TOTAL		**$412,984.13**

UTILITY FUNDS

WATER SYSTEM

Vendor	Invoice Description	Amount
Applied Connective Technologie	IT service	$527.12
Best Care Employee Assistance	employee assistance program	$394.20
Butler County Clinic	drug tests	$40.00
Butler County Development Co	Annual Contribution	$2,500.00
Butler County Welding	link, clevis	$11.48
Clearfly	VOIP Phone Services	$75.18
David City Ace Hardware	adhesive; pipe clamp blot; curb stop cap; hose mender, gloves; transplanter, trowel; batteries	$155.49
David City Electric Dept.	Electric Service	$14,317.27
David City Payroll Account	Payroll; 401a Portion; Health Insurance; Social Security Remittance	$46,224.99
David City Utilities	Credit Card Charges	$1,510.04
Dc Door Company	repair cable; door and opener installation	$8,768.00
Endress + Hauser	analyzer maintenance	$8,294.05
Environmental Systems Resear	annual subscription	$250.00
Fehr Solutions, Llc	Water Treatment Consulting	$3,350.00
General Fund	In-lieu-of-tax/occupation fees	$4,330.47
Gworks	SimpleCity Cloud subscription	$1,958.34
Hawkins, Inc.	Chemicals	$5,176.28
Ingwersen Roofing	labor for astro building	$400.00
Jackson Services, Inc.	Janitorial supplies	$153.88
Koch Excavating Co., Inc.	white rock	$1,884.42
Lincoln National Life Insurance	Life/LTD insurance	$42.68
Lincoln Winwater Works	brass nipple; ball valve; clamps	$631.44
Midwest Laboratories, Inc.	supplies for testing	$592.80
Municipal Supply, Inc.	belt clip battery	$230.62
Nebraska Dept. Of Revenue	Sales and Use Tax - August 2026	$1,597.13
Nebraska Public Health Environ	Tests	$312.00
One Call Concepts, Inc.	Locate Requests	$178.27
Plunketts Pest Control	pest control	$88.40
Rerucha Ag & Auto Supply	filter, oil; exhaust fluid; oil, lube, plug; brake tubing; towels	$219.05

Sack Lumber Company	astro remodel; sealant; roof sealant - astro building	$806.54
Thiele Geotech Inc.	Backwash force main - material testing	$1,941.00
Time Management Systems, Inc.	Software subscription/support	$31.72
Transit Works	laser repair	$254.45
Usa Blue Book	hach hardness drop count test; pillows, paint; paint, goggles, ph test	$1,022.48
Verizon Wireless	Wireless Phone Service	$225.42
Waste Connections Of Ne	Garbage Service	$55.12
Wex Bank	Fuel	$1,364.46
Windstream	Telephone Service; Service - Data & Internet	$1,306.24
TOTAL WATER SYSTEM		**$111,221.03**

ELECTRIC SYSTEM

Vendor	Invoice Description	Amount
Amazon Capital Services	ink	$839.76
Amgl Cpas & Advisors	audit services	$2,309.10
Applied Connective Technologie	IT service	$870.95
Best Care Employee Assistance	employee assistance program	$788.40
Blue Valley Community Action	HELP Donations Oct 1, 2025 to Sept 30, 20	$218.00
Butler County Development Co	Annual Contribution	$5,000.00
Butler Public Power District	Subtransmission line and transformation ch	$31,469.56
Clearfly	VOIP Phone Services	$212.18
David City Ace Hardware	batteries	$21.49
David City Payroll Account	Payroll; 401a Portion; Health Insurance; Social Security Remittance	$87,724.86
David City Utilities	Credit Card Charges	$1,510.04
Didier'S Grocery, Inc.	charmin	$42.88
Elster Solutions, Llc	2026 SMA Renewal - June 2026; 2026 SMA Renewal - July 2026; 2026 SMA Renewal - August 2026	$5,458.95
First National Bank Of Omaha	ionos, nda, lodging, arlo technologies, news; Open AI, ionos, lodging, arlos, detechtache	$1,187.85
General Fund	In-lieu-of-tax/occupation fees	$32,248.11
Gworks	SimpleCity Cloud subscription	$1,958.33
Husker Electric Supply Compan	ground rod; rubber products; compression connector; compression stirrup; arm bracket; conduit kit; other items	$4,232.45
Jeo Consulting Group, Inc	engineering services; AGP Substation; Electrical Distribution Improvements	$6,381.25
Lincoln National Life Insurance	Life/LTD insurance	$84.37
Nancy A. Krenk Llc	Cleaning Services - Sept 2026	$770.00
Nebraska Dept. Of Revenue	Sales and Use Tax - August 2026	$23,348.86
Nebraska Public Power District	Service for Aug 2026; glove testing	$510,288.81
One Call Concepts, Inc.	Locate Requests	$178.27
Osborn Sales And Service	water filters	$357.98
Time Management Systems, Inc.	Software subscription/support	$31.73
Verizon Wireless	Wireless Phone Service	$307.02
Waste Connections Of Ne	Garbage Service	$68.94
Wesco Distribution	bushing; copw stingray; thermal scan; elbows	$11,847.38
Western Area Power Agency	Electric Service for Aug 2026	$16,849.68
Wex Bank	Fuel	$1,014.83
Windstream	Telephone Service	$927.46
Wright-Way Drain & Sewer	cabled wasteline	$275.00
TOTAL ELECTRIC SYSTEM		**$748,824.49**

SEWER SYSTEM

Vendor	Invoice Description	Amount
Applied Connective Technologie	IT service	$454.21
Baird Holm Llp	attorney fees	$5,173.00
Best Care Employee Assistance	employee assistance program	$394.24
Butler County Development Co	Annual Contribution	$2,500.00
Butler County Welding	bemis addition lift station; bushing	$25.06
Clearfly	VOIP Phone Services	$40.25
Concrete Industries	stock, seal, riser	$727.36

Dale'S Food Pride	charmin; Water	$8.29
David City Ace Hardware	coupling, pipe; nuts and bolts; bemis lift station; hose adapter; zinc, brass, velvro; extension cord	$295.37
David City Electric Dept.	Electric Service	$7,557.06
David City Payroll Account	Payroll; 401a Portion; Health Insurance; Social Security Remittance	$39,771.07
David City Utilities	Credit Card Charges	$1,510.04
Dc Door Company	door and opener installation	$8,588.00
First National Bank Of Omaha	Open AI, ionos, lodging, arlos, detechtache; ionos, nda, lodging, arlo technologies, news	$400.90
General Fund	In-lieu-of-tax/occupation fees	$2,770.55
Gworks	SimpleCity Cloud subscription	$1,958.33
Holloway Electric Llc	service; serviced	$9,501.28
Joshua Human	clothing allowance - pants	$100.23
Hydro Optimization & Automatio	HOA solutions field labor and travel; sing lift station conrols upgrade	$15,232.75
Interstates Power Systems	annual generator service	$1,675.19
Jackson Services, Inc.	Janitorial supplies	$54.22
Jeo Consulting Group, Inc	engineering services; WWTF and trunk sewer construction servic; engineer services	$38,048.75
Johnson Service Company	clean and video sewer	$4,867.85
Kelly Supply Company	coupler, pvc pipe nipple; cable, rope clip	$269.53
Charles Klement	Boots - 5/2026 & 8/2026, work pants, sweat	$741.68
Lincoln National Life Insurance	Life/LTD insurance	$17.52
Lincoln Winwater Works	tracer wire; pipe, cleaner, socket cap; manhole repair; cplg, pl	$2,761.16
Midwest Laboratories, Inc.	supplies for testing	$1,328.64
Nebraska Dept. Of Revenue	Sales and Use Tax - August 2026	$6,848.78
Per Mar Security Services	Service - Hosting Access Control, Interactiv	$1,581.00
Rerucha Ag & Auto Supply	brake light	$0.72
Sack Lumber Company	chisel, bit, trowel, scraper, pail	$90.95
Time Management Systems, Inc.	Software subscription/support	$31.72
Usa Blue Book	gloves; pillows, paint; ammonia tests	$313.48
Verizon Wireless	Wireless Phone Service	$40.01
Waste Connections Of Ne	Garbage Service	$739.33
Wex Bank	Fuel	$472.18
Windstream	Telephone Service; Service - Data & Internet	$634.05
Wright-Way Drain & Sewer	Kerkman - cable sewer	$150.00
TOTAL SEWER SYSTEM		**$157,674.75**

ELECTRIC PLANT

Vendor	Invoice Description	Amount
Black Hills Energy	Natural Gas Service	$190.56
Butler County Welding	ss plate	$6.00
Clearfly	VOIP Phone Services	$49.75
Dale'S Food Pride	distilled water	$61.00
David City Ace Hardware	nuts and bolts	$20.09
David City Water Dept.	Water service - power plant	$53.75
First National Bank Of Omaha	ionos, nda, lodging, arlo technologies, news	$159.53
Grainger	grid coupling cover assembly	$431.49
Jackson Services, Inc.	Janitorial supplies	$80.71
Rehmer Auto Parts	sealer, plex ep grs	$133.07
Wex Bank	Fuel	$137.12
Windstream	Telephone Service	$437.85
TOTAL ELECTRIC PLANT		**$1,760.92**

SERVICE DEPOSITS

Vendor	Invoice Description	Amount
Preston Jacobson	Service Deposit Refund	$78.77
Lance Jonson	Service Deposit Refund	$94.84
Eduardo Pedraza	Service Deposit Refund	$230.43
Billie Sampley	Service Deposit Refund	$198.02

TOTAL SERVICE DEPOSITS		**$602.06**
UTILITY TOTAL		**$1,020,083.25**
GRAND TOTAL		**$1,433,067.38**

City of David City Department Head Monthly Report

From: Wastewater Department Report for Month: August 2026

Influent Flow: (Influent Station): 22,757,322 Gallons

Average Daily Influent Flow: 784,735 Gallons

Effluent Flow:

Out-fall Flow #001(Lagoon Discharge): 0 Gallons

Out-fall Flow #004(Direct Discharge): Approx. 4 million gallons

From 8/19 to 8/24, we direct discharged to Keyser Creek. The rest of the month of August we discharged to lagoons for irrigation use

Maintenance:

- Changed oil in Blower 1
- Cleaned internal air filters for all blowers
- Continued to maintain grounds by mowing and spraying
- Continued monthly preventative maintenance tasks on bar screen, blower diffusers, and filters.
- Learned how to calibrate and clean probes, re-calibrated TSS probes
- Basin generator annual maintenance done by Interstate Power Systems

***Sampling*:**

- Samples sent to Midwest Labs on August 20th, including water, wastewater, and irrigation samples. Sample results were very good.

Wastewater Projects:

- Assist other departments as needed.
- Process testing currently being conducted twice a week
- Monthly update meeting with JEO and BRB.
- Work continued near headworks building, including grading the road around there
- Basin 3 back up and running after decant valve actuator issue
- Josh attended confined space and trench safety courses
- Assisted with Bemis lift station repair
- Helped jet out sewer lines near the hospital
- Continued to do rounds on lift stations and keep the surrounding area maintained
- Assisted with running water piping around SBR basins
- Had Joey from Aqua Aerobics out to help our process control and determine best way to keep SBRs functioning properly
- Fixed the sump pump issue at the headworks building

- Cleared out around lagoon B discharge pipe

Overtime Hours:

Josh: 20.75 Chuck: 17.5

- Grand Island wastewater class
- Decant Actuator issue Basin 3, running in hand over weekend
- Confined space class, trench safety class running late
- Staying late with Joey from aqua aerobics

Report completed by: Josh Human **Date:** 9/8/2026

David City Utilities
Water Department – Department Head Report

Month of: August 2026

Monthly Water Flows:

- Raw Water- **Influent**
  - Total Flow – 41,208,000 gallons
- RO Feed Flow – 18,471,000 gallons
- Finished Water – **Effluent**
  - Total Flow – 33,798,000 gallons

Sampling:

Total Coliform Sampling is being done once/month as required.
Other Routine Required Samples are being drawn as applicable.

Projects:

- Assist other departments as needed.
- Operation of the WTP and Distribution System
- Changed Pre-Filters on both RO units
- Purchased a new Transit Laser Level
- Tested new Backflow Assembly for Ballfield Concession Building
- Found a leak and installed a new meter pit for a customer
- Brought all Billable services up to current
- Continuing to gather samples for Fehr Solutions for treatment process information
- Johnson Services CIPP lined from C street to B Street between 12 & 13th and on A street between 10th & 12th
- Build a usage history for AGP from Data Logging
- Vac a curb stop to investigate a possible shared service line
- Work on a Water Loss Report template
- Assist Johnson Services with camera work and jetting in the Hospital area
- Jetted the sewer mains South of the Water Treatment Plant
- 1 operator attended the Trench Safety and Confined Space classes at NeRWA
- Repaired a connection for Tallow Plant Lift Station
- Installed a stormwater drain near the RV Park Lift Station
- Finish installation of Football Field Goal Posts
- Finished Tin work for New Storage Area
- Refurbish the Effluent connection for Bemis Lift Station
- Emptied the dirt from the Vac Truck Dump Pit
- Installed pumps in the Tallow Plant Lift Station
- Meeting with Fire Department on Backflow Assembly and Meter installation
- Level yard for Bruce Vavricek, from Sewer Project last Fall

Overtime hours:
Maverick Williams – 18.00 hrs. John Kobus – 42.75 hrs. Daniel Sobota – 21.25 hrs.
Connor McReynolds – 1.25 hrs.

- RO alarm response - Water service repair between 9th & 10th on H Street
- Casey's Lift Station Power Fail Alarm - Meeting attendance
- Campground Liftstation High Level Alarm - Damage Locates
- Clean out Vac dump pit - WW Basin general alarms

Prepared by: Daniel Sobota **Approved by**: John Kobus
Signature: *Daniel Sobota* Date Submitted: 8/7/2026

JEO Project Status Report

To: City of David City: Mayor Jessica Miller

Date: October 9, 2026

Report Prepared By: Ethan E. Joy, PE

JEO #	Project	Funding Source	Current Status	Expectations	Necessary City Action	Schedule
251034.00	Wastewater Treatment Plant and AGP Sewer Improvements	NE SRF/TIF	Punchlist Phase work ongoing		None	BRB goal to be done with all work in October
251298.00	6th St. Water Main and WTP Backwash FM	Local/Sales Tax	All work completed	Final Pay app to be submitted next week.	None	Substantially complete by October 31st.
254447.00	David City Intersection Improvements	Local	Received preliminary NDOT comments	JEO addressing NDOT Comments	None	Final Design and deliverables due January 2027.
260990.00	2026 Electrical Distribution Improvements	Local	Construction ongoing	Completion of Group B	Consider Change Order #1 – 10/14/26	Group A: Sept. 18, 2026 Group B: Oct. 30, 2026 Group C: Aug. 13, 2027
252004.00	David City 5th Street Improvements	Local	Completed 60% design, progressing towards 90% design.	Addressing 60% QC comments and progressing design to 90%.	None	Final Design due September 2027 for construction in 2028.

Thank you.

Note: Items in Red are new from previous report.

Ethan E. Joy, PE
Branch Manager

Your Goals, Our Team, One Vision

David City Utilities
Water Department – Department Head Report

Month of: September 2026
Monthly Water Flows:

- Raw Water- **Influent**
  - Total Flow – 34,525,000 gallons
- RO Feed Flow – 15,068,000 gallons
- Finished Water – **Effluent**
  - Total Flow – 28,005,000 gallons

Sampling:

Total Coliform Sampling is being done once/month as required.
Other Routine Required Samples are being drawn as applicable.

Projects:

- Assist other departments as needed.
- Operation of the WTP and Distribution System
- Locates…Locates…and more locates
- Repair Water Service Line after boring damage
- Repair Sewer Force Main after boring damage
- Prep alley area for Sewer service installation for the New Butter Facility
- Jetted sewer main from A Street to Iowa Street
- Johnson Services jet and camera Iowa street near Hospital, from Witter Clinic to manhole north of the Tennis Courts
- Repair sewer main between 8th and 9th street on Nebraska Street
- Install and test Backflow assembly in Blower Building at Wastewater Plant
- With the help of the Street Dept., worked on hauling away the brick pile at Wastewater
- Vac out septic tank for Forney Repair
- Flushed hydrant on 1st & C Street due to disturbance from Fire Department
- Flushed hydrant next to the Tennis Court due to disturbance from Fire Department
- Put the new Sewer Force Main from the Water Plant into service
- Changed out Caustic Soda dosing line
- Work on keeping customers up to date on Backflow Assembly Test Reports
- Informal meeting with 2 job applicants
- Refurbish the Effluent connection for Bemis Lift Station
- Assisted City Office Staff with navigating the NE811 website for viewing the historical Locate Database
- Repaired a water leak for a customer at the Trailer Park

Overtime hours:
Maverick Williams – 15.75 hrs. John Kobus – 20.25 hrs. Daniel Sobota – 6.50 hrs.

- Emergency locates
- Well 14 alarm response
- Repair Water service damage
- Catch up on Locates
-

Prepared by: Daniel Sobota **Approved by**: John Kobus
Signature: *Daniel Sobota* Date Submitted: 10/9/2026

City of David City

Department Head Monthly Report

Department: Power Plant

Month: Sept 2026

Main Projects / Activities

September

This month started with being called to run for NPPD, Aug 31-4pm-8pm 27,600 total KW, Sept 1 4pm-8pm 26,200 total KW, Sept 3 4pm-8pm 4800 total KW, Sept 4 2pm-6pm 4700 total KW, and Sept 5 3pm-7pm 4700 total KW. The 31st and the 1st were all engines running and the 3rd through the 5th #1 was the only engine to run due to NPPD only wanting generation with natural gas, #4 engine is natural gas as well but it was in a forced outage from Sept 1 at 4pm to Sept 9 at 8:30am, due to loosing a coupling on the raw water pump. Also, the proposal and specs for replacement of #2 and possibly #3 are done, and I am working with the railroad to get an application for the cooling tower system that was proposed by Farabee Mechanical. I did also work with the water dept to fix and replace some stainless-steel couplings for the lift station on Bemis Dr. East of 11th Street. Harold Scholz Company has been working on replacing the relay for the spacer cable tie, and they hope to have that done soon.

Other Projects

Regular cleaning, maintenance and groundskeeping

Comments:

Signature: John Smaus

Date submitted

Oct 5, 2026

City of David City Department Head Monthly Report

From: Wastewater Department Report for Month: September 2026

Influent Flow: (Influent Station): 23,894,204
Average Daily Influent Flow: 796,473 Gallons

Effluent Flow:
Out-fall Flow #001(Lagoon Discharge): 0 Gallons
Out-fall Flow #004(Direct Discharge): Approx. 11 million gallons
Starting on 9/16, decanted to the creek.

Maintenance:
- Changed oil in Blower 2
- Changed air filter at headworks building
- Continued monthly preventative maintenance tasks on bar screen, blower diffusers, and filters.

***Sampling*:**
- Samples sent to Midwest Labs on September 17th. Results were good, within compliance limits.

Wastewater Projects:
- Assist other departments as needed. Helped water department with large amounts of locates and testing new force main.
- Process testing currently being conducted twice a week
- Work continued near headworks building, including grading the road around there
- Had Mellen out to fix a faulty influent valve actuator for Basin 4. Still having issues, trying to troubleshoot possible solutions.
- Helped monitor manholes using new force main to achieve proper backwash timing.
- Continued to do rounds on lift stations and keep the surrounding area maintained
- Diagnosed an issue with Hildy lift station, repaired pipe broken by boring.
- Working to fix incubator in the lab. Potentially a faulty relay or heating coil.

Report completed by: Josh Human **Date:** 10/09/2026

David City Police Department

Chief of Police – Marla Jo Schnell #40

Department Head Monthly Report

Month: SEPTEMBER 2026

1. Working on the ordinance book for updates with Lori so we can streamline the process. It is time-consuming!
2. Calls remain steady
3. Working on a few fundraiser ideas
4. Doing the Pink Patch Project, and proceeds will go to Relay for Life
5. Anthony Whitmore resigned his position as an officer, and his last day was the 28th. He left law enforcement altogether for a different career but will stay part-time to keep his certification
6. Was invited to East Butler for career night on the 21st
7. Did a scam presentation to the senior center on the 21st
8. Helped with both schools' homecoming parades
9. Began DARE in Aquinas Elementary
10. Will go to CCC to present on self-defense and law enforcement as a career in October
11. Will go to Brave Be to put on a self-defense class at the end of October
12. Working on a swatting policy for the schools. I am utilizing Lincoln PD to assist me. Until they have one in place we will use the bomb threat and active shooter policies that we have in place already.

Signature: Marla Jo Schnell Date submitted: 09/30/26

City Office Department Head Report

Reporting Period: September 2026

During this reporting period, City Office staff continued to manage the City's financial, administrative, utility billing, payroll, public records, meeting, and customer service responsibilities. Significant activities included the following:

Financial Administration

- Reconciled bank statements.
- Updated City investment records.
- Completed Treasurer's Reports and financial reports.
- Filed quarterly unemployment reports.
- Completed and filed quarterly Form 941 reports.
- Managed accounts receivable and accounts payable.
- Processed payroll, electronic transfers, and ACH transactions.
- Updated the Excel spreadsheet used for Workers' Compensation Audit materials and continued monthly record maintenance.
- Continued updating procedures for payroll and claims.

City Council, Boards & Commissions

- Prepared City Council meeting agendas.
- Prepared and published required notices and public hearing notices.
- Prepared City Council meeting minutes and completed necessary edits to minutes.
- Prepared Planning Commission agendas and notices.
- Prepared Planning Commission meeting minutes.
- Scheduled Board and Committee meetings.
- Assisted with meeting preparation and related administrative responsibilities.

Utility Administration

- Completed and mailed utility bills.
- Printed and mailed disconnect notices after 5:00 p.m.
- Processed utility customer move-ins and move-outs for David City Utilities.
- Responded to customer questions and provided general utility account assistance.

Building & Zoning

- Updated the in-office record list of Building and Zoning Permits.
- Assisted customers with building permit applications and related questions.
- Filed building permits with the County Assessor.

- Provided property owners and contractors with required building permit placards.
- Maintained and updated building and zoning records.

Records, Communications & Customer Service

- Processed and responded to public records requests.
- Updated the City website.
- Answered questions and provided assistance to residents, departments, contractors, and other individuals conducting business with the City.
- Continued updating office records and documenting instructions and directions for tasks associated with City Office positions.

Staff Training & Office Procedures

- Continued training staff to assist with month-end reports and reconciliations.
- Updated and documented procedures for various office responsibilities to improve consistency and continuity.
- Continued reviewing and updating payroll and claims procedures.
- Cross-trained staff on financial and administrative responsibilities.

Ongoing Department Support

City Office staff continued providing day-to-day support to other City departments, including assistance with budgets, financial questions, records, payroll-related matters, meetings, and general administrative needs. Staff also continued responding to public inquiries and completing the routine financial and administrative functions necessary for City operations.

City of David City, Nebraska
Financials Report
Fiscal Year: October 1, 2025 to September 30, 2026

FUND	SEPTEMBER 2026 REVENUE	CURRENT YEAR TO DATE REVENUE	SEPTEMBER 2026 EXPENSE	CURRENT YEAR TO DATE EXPENSE	MONTHLY PROFIT/LOSS	YEAR TO DATE PROFIT/LOSS
Sales Tax	$107,088.90	$1,518,771.02	$0.00	$2,328,387.76	$107,088.90	($809,616.74)
General	$368,559.13	$1,884,803.00	$31,280.95	$364,653.07	$337,278.18	$1,520,149.93
Building Permits	$2,750.00	$22,633.75	$11,417.93	$93,139.85	($8,667.93)	($70,506.10)
Keno Account	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Creative District	$0.00	$16,662.05	$126.88	$18,749.79	($126.88)	($2,087.74)
Street Department	$21,310.11	$1,233,223.25	$277,143.57	$1,386,490.17	($255,833.46)	($153,266.92)
Recycling	$0.00	$0.00	$0.00	$704.42	$0.00	($704.42)
Police Department	$20.00	$24,824.11	$95,510.28	$920,325.10	($95,490.28)	($895,500.99)
Swimming Pool	$136.41	$67,035.80	$5,868.91	$125,125.16	($5,732.50)	($58,089.36)
Park	$220.00	$11,977.97	$18,751.46	$300,719.73	($18,531.46)	($288,741.76)
Recreation Department	$1,711.25	$75,480.26	$66,405.79	$989,331.04	($64,694.54)	($913,850.78)
Library	$269.10	$4,037.94	$14,846.79	$172,014.36	($14,577.69)	($167,976.42)
Schweser House	$210.00	$1,715.50	$0.00	$405.32	$210.00	$1,310.18
RV Campgrounds	$9,790.00	$45,100.00	$5,791.25	$30,728.44	$3,998.75	$14,371.56
Auditorium	$100.00	$19,032.40	$4,945.37	$474,730.26	($4,845.37)	($455,697.86)
Airport	$9,046.04	$482,168.02	$3,013.37	$101,557.03	$6,032.67	$380,610.99
Various Purpose	$21,071.72	$301,122.63	$0.00	$146,475.00	$21,071.72	$154,647.63
Social Security	$28,876.28	$98,936.53	$7,337.52	$97,446.70	$21,538.76	$1,489.83
K-9 Donation Fund	$0.00	$13,827.94	$647.52	$3,023.57	($647.52)	$10,804.37
Tax Increment Financing	$483,472.01	$3,016,681.85	$255.09	$2,059,019.07	$483,216.92	$957,662.78
Capital Improvement	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Community Development	$0.00	$324,504.55	$0.00	$150,257.41	$0.00	$174,247.14
CITY	**$1,054,630.95**	**$9,162,538.57**	**$543,342.68**	**$9,763,283.25**	**$511,288.27**	**($600,744.68)**
Water System	$186,460.18	$2,496,555.05	$161,194.61	$2,534,272.90	$25,265.57	($37,717.85)
Electric System	$880,963.79	$7,972,395.38	$777,301.26	$7,943,248.63	$103,662.53	$29,146.75
Sewer System	$117,453.13	$4,716,595.15	$213,238.31	$5,395,740.49	($95,785.18)	($679,145.34)
Electric Plant	$1,425.71	$101,508.48	$1,425.71	$101,508.48	$0.00	$0.00
Electric Bond Account	$0.00	$22,562.50	$0.00	$22,562.50	$0.00	$0.00
Sewer Lagoon Improv.	$0.00	$62,754.59	$0.00	$137,287.14	$0.00	($74,532.55)
Electric Plant Debt	$0.00	$33,333.36	$0.00	$0.00	$0.00	$33,333.36
Water Debt Repayment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Water Extension & Replace	$847.00	$11,211.83	$0.00	$0.00	$847.00	$11,211.83
Water Bond Payment	$0.00	$126,760.00	$0.00	$23,868.75	$0.00	$102,891.25
Sewer Bond & Interest	$0.00	$0.00	$0.00	$48,192.50	$0.00	($48,192.50)
Service Deposits	$302.06	$15,351.38	$373.09	$11,137.36	($71.03)	$4,214.02
UTILITIES	**$1,187,451.87**	**$15,559,027.72**	**$1,153,532.98**	**$16,217,818.75**	**$33,918.89**	**($658,791.03)**
Community Development Agency	$0.00	$48,835.25	$420.00	$130,206.46	($420.00)	($81,371.21)
CDA	**$0.00**	**$48,835.25**	**$420.00**	**$130,206.46**	**($420.00)**	**($81,371.21)**
Total Regular Funds	**$2,242,082.82**	**$24,770,401.54**	**$1,697,295.66**	**$26,111,308.46**	**$544,787.16**	**($1,340,906.92)**

City Investments	
Sales Tax	$2,712,729.95
General	$5,960.89
Swimming Pool	$271,659.29
Airport	$0.00
Various Purpose	$269,481.91
Social Security	$0.00
Tax Increment Financing	$2,093,862.63
Capital Improvement	$0.00
CDBG	$0.00
Total City Investments	**$5,353,694.67**

Checking Accounts - As of September 30, 2026	
City Checking Account	$541,405.63
City Checking Account - Payroll	$0.00
David City Checking Account	$1,371,866.73
Community Development Agency	$54,656.24
Keno Savings Account	$0.00
Keno Checking Account	$0.00
Total Balance	**$1,967,928.60**

Utility Investments		
Electric Dept. Contingency		$102,262.74
Water Department		$11,363.10
Electric Department		$79,786.98
Wastewater Department		$5,129.84
Electric Bond Account		$0.00
ARPA Funds		$0.00
Sewer Lagoon Improvements		$184,003.34
Electric Plant Debt Reserve		$0.00
Water Deb Repay Reserve		$0.00
Water Ext & Repl Reserve		$102,861.39
Water Bond Payment Account		$0.00
Sewer Bond & Interst		$0.00
Total Utility Investments		**$485,407.39**
Notes Receivable		
Michael Foods - Henningsen Foods	Monthly (2026 - 2034)* 2% Interest	$8,630.00
AG Processing	Monthly (2025 - 2045)- 4.76% Interest	$33,477.17

I, Lori Matchett, City Clerk-Treasurer of the City of David City, Nebraska, do hereby swear that the information contained in the above and foregoing report is complete, correct and true to the best of my knowledge and belief.

Dated: September 2026

Lori Matchett, CMC City Clerk-Treasurer

CITY OF DAVID CITY / DAVID CITY UTILITIES **- TREASURER'S REPORT** **Sep-26**

Fiscal Year: October 1, 2025 to September 30, 2026

	CITY DEPARTMENTS	Ending Balance 9/30/2025	Debit	Credit	Ending Balance 9/30/2026
10	Sales Tax	3,174,009.36	1,517,342.44	2,720,005.26	1,971,346.54
11	General	(1,196,289.85)	2,284,194.94	369,028.55	718,876.54
12	Building Permits	0.00	22,746.94	93,253.04	(70,506.10)
13	Keno Account	0.00	0.00	0.00	0.00
14	Creative District	9,281.45	16,662.05	18,749.79	7,193.71
21	Street	0.00	1,233,506.90	1,386,773.82	(153,266.92)
23	Recycling	0.00	0.00	704.42	(704.42)
32	Law Enforcement	0.00	25,904.12	921,405.11	(895,500.99)
41	Swimming Pool	0.00	60,192.08	126,072.62	(65,880.54)
42	Park	0.00	13,377.35	302,119.11	(288,741.76)
43	Ball Program	(135,424.89)	76,375.83	990,226.61	(1,049,275.67)
44	Library	0.00	5,901.62	173,878.04	(167,976.42)
45	Schweser House	19,596.76	1,715.50	405.32	20,906.94
46	Football Field Renovation	0.00	0.00	0.00	0.00
49	RV Campgrounds	102,313.83	46,160.43	31,788.87	116,685.39
52	Auditorium	0.00	24,608.94	480,306.80	(455,697.86)
53	Airport	(535,977.00)	491,478.95	110,867.96	(155,366.01)
60	Various Purpose	454,391.72	299,837.02	146,475.00	607,753.74
70	Social Security	6,957.51	98,936.53	97,446.70	8,447.34
72	Donations	3,748.49	0.00	0.00	3,748.49
73	K-9 Donation Fund	1,836.07	13,827.94	3,023.57	12,640.44
82	Tax Increment Fncg.	1,493.51	3,936,843.75	3,938,862.82	(525.56)
85	Capital Improvements	175,242.66	0.00	0.00	175,242.66
88	CDBG	27,738.95	336,042.74	161,795.60	201,986.09
90	Economic Development	10.00	0.00	0.00	10.00
97	Contingency	10.00	0.00	0.00	10.00
		$ 2,108,938.57	$ 10,505,656.07	$ 12,073,189.01	**$ 541,405.63**

	CITY INVESTMENTS	Ending Balance 9/30/2025	Debit	Credit	Ending Balance 9/30/2026
10	Sales Tax	2,303,965.45	1,562,726.02	1,153,961.52	2,712,729.95
11	General	400,863.51	97.38	395,000.00	5,960.89
41	Swimming Pool	261,679.06	246,772.05	236,791.82	271,659.29
53	Airport	0.00	19.58	19.58	0.00
60	Various Purpose	268,081.92	1,399.99	0.00	269,481.91
70	Social Security	0.00	0.08	0.08	0.00
82	Tax Increment Financing	1,130,747.28	1,300,115.35	337,000.00	2,093,862.63
85	Capital Improvement	0.00	0.00	0.00	0.00
88	CDBG	0.00	0.00	0.00	0.00
		$ 4,365,337.22	$ 3,111,130.45	$ 2,122,773.00	**$ 5,353,694.67**

	UTILITY DEPTS.	Ending Balance 9/30/2025	Debit	Credit	Ending Balance 9/30/2026
24	Water Department	(3,330,649.66)	2,983,293.77	3,023,235.57	(3,370,591.46)
25	Electric Department	921,071.05	9,969,482.56	8,449,923.54	2,440,630.07
26	Sewer Department	(1,137,317.31)	5,414,584.76	5,748,823.88	(1,471,556.43)
28	Elec Power Plant Exp.	0.00	105,675.15	105,675.15	0.00
30	Electric Bond Acct.	0.00	22,562.50	22,562.50	0.00
32	ARPA Funds	0.00	0.00	0.00	0.00
36	Sewer Lagoon	3,032,510.66	62,384.00	137,287.14	2,957,607.52
63	Electric Plant Debt	54,609.24	33,333.36	0.00	87,942.60
64	WA Debt Repay Res	0.00	0.00	0.00	0.00
65	Water Ext & Repl.	153,195.16	10,164.00	0.00	163,359.16
66	WA Bond Payments	428,403.81	126,760.00	23,868.75	531,295.06
67	Sewer Bond & Int.	(48,173.64)	0.00	48,192.50	(96,366.14)
95	Service Deposits	125,332.33	37,124.67	32,910.65	129,546.35
		$ 198,981.64	$ 18,765,364.77	$ 17,592,479.68	**$ 1,371,866.73**

	UTILITY INVESTS	Ending Balance 9/30/2025	Debit	Credit	Ending Balance 9/30/2026
20	Electric Dept. Contingency	100,000.00	2,262.74	0.00	102,262.74
24	Water Department	9,123.36	2,239.74	0.00	11,363.10
25	Electric Department	1,569,992.49	9,794.49	1,500,000.00	79,786.98
26	Wastewater Department	5,026.66	103.18	0.00	5,129.84
30	Electric Bond Acct.	0.00	0.00	0.00	0.00
32	ARPA Funds	12,036.79	0.64	12,037.43	0.00
36	Sewer Lagoon Improvements	183,600.31	403.03	0.00	184,003.34
63	Electric Plant Debt Reserve	0.00	1.44	1.44	0.00
64	Water Debt Repay Reserve	0.00	25.01	25.01	0.00
65	Water Ext & Repl Reserve	100,743.66	2,117.73	0.00	102,861.39
66	Water Bond Payment Acct.	0.00	3.03	3.03	0.00
67	Sewer Bond & Interest Red.	0.00	0.00	0.00	0.00
		$ 1,980,523.27	$ 16,951.03	$ 1,512,066.91	**$ 485,407.39**

I, Lori Matchett, City Treasurer of the City of David City, Nebraska, do hereby certify that the statements of receipts and expenditures are true to the best of my knowledge and belief.

September-26

Lori Matchett

September 2026, Library Department Head Report

Regular library hours allow community members 42 hours of in-house library service each week, 2,184 hours, annually. Online services, Libby and hoopla, offer patrons access to digital selections, 24 hours a day, 7 days a week.

General duties were completed, including organization of reports for the Library Board of Trustees and the Friends of the Library Board as well as two staff meetings.

As of September 30, 2026 6,066 items were circulated, a total of 135 items were added to the collection, 26 adult books, 82 children's books, 19 magazines, 4 special collections item and 4 DVDs. A total of 208 items were withdrawn from the collection, 44 adult books, 4 young adult books, 71 children's books, 36 magazines, 8 DVDs, 2 reference items, 31 special collection items and 12 circulating equipment. There were 28 meetings in the Community Rooms and 28 in the Study Rooms. Attendance in the Library, September of 2026, was 1,530 as compared to attendance in 2025 of 1,544. A total of 39 cards were registered, with 24 from Butler County residents and 15 from David City residents.



Youth Programming: Children's activities were designed to encourage reading, learning, and participation at the library. Fall programming and Storytime activities were promoted, providing opportunities for local children and families to stay engaged with the library and its resources. Just under 30 children are registered to participate in our fall Storytime and more than 20 children registered for the monthly craft session. The Tech Center continues to be busy after school, with students gaming, completing homework, playing games, and using the Makerspace.



Adult & Community Programming: The library hosted a Food for Thought program featuring the Physical, Occupational and Speech Therapy teams from Butler County Health. The program focused on transitional rehabilitation, also known as Swing Bed, and the role rehabilitation plays in helping patients regain strength, mobility, independence, and safely return home following a hospital stay all while showcasing the amazing hospital we have in our town. Butler County Health also provided a light lunch for attendees.



The library continued to offer opportunities for lifelong learning through a Road Scholar virtual program, "Age Well: The Missing Link — Nutrition, Hydration & Preventing Falls." The program provided information on nutrition, hydration, strength, balance, and fall prevention for older adults. The Genealogical Society and Noon Book Club continued to meet at the library. The Genealogical Society provides an opportunity for community members to share discoveries and receive assistance with family history research, while the Book Club met to discuss *The Berry Pickers* by Amanda Peters.

Library Card Sign-Up Month: September was Library Card Sign-Up Month. Thanks to continued funding from the City Council of David City and the Butler County Board of Supervisors, library cards remain available free of charge to Butler County residents. The library promoted card registration and use throughout the month with a prize basket drawing sponsored by the Friends of the Library for those who signed up for new cards or used their library card to checkout items.

Inventory & Collection Accountability: The library has officially completed inventory of more than 25,700 library books, materials, and equipment. The inventory provided opportunity to verify that items in the library's collection and inventory system were physically accounted for and to identify materials that were no longer in the building. A total of 105 items were unaccounted for, representing approximately 0.4% of the total inventory. These items have been removed from circulation, and all remaining items in the library system are fully accounted for. Completing the full library inventory was a significant administrative accomplishment and provides an accurate foundation for maintaining the collection and equipment records going forward.



National IMLS Library Conference: Library Director, Lucy Watts was selected to participate in a national Institute of Museum and Library Services (IMLS) conference in Reno, Nevada, specifically focused on rural librarians and rural library service. The conference was completely funded by IMLS and brought librarians together from across the country to share ideas, experiences, and successful programs. Conference sessions focused on topics relevant to small and rural libraries, including community storytelling, celebrating America's 250th anniversary, preserving and sharing local history, grant opportunities, responsible use of artificial intelligence, and creative programming in small library spaces. Participation provided an opportunity to learn from other rural librarians and bring new ideas back to the library. As part of the program, the library was awarded a $500 stipend to support implementation of programs and ideas learned at the conference.

Grant Funds: Grant funds from the Carnegie Foundation Fund, provided to the David City Library Foundation, have been used to support several library improvements and projects. Funds have helped support the library's 135th birthday celebration, purchase a new 3D printer that has been a significant and user-friendly upgrade for both staff and patrons, and purchase a new electronic gaming table to replace the folding table previously used for gaming activities. Funds have also been used to purchase a large 20-poster display featuring various plat maps showcasing our Heritage Room.

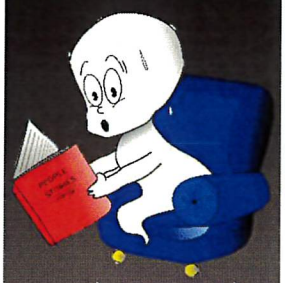
Website Transition: The Website transition is still underway, which we anticipate to be complete by the end of October.

Overall: September provided a strong combination of educational programming, community involvement, fundraising, digital resources, collection management, and professional development.

See the October newsletter and the Library's Facebook page for upcoming events.

Submitted by *Lucy Watts*, Library Director 10/1/2026

October 2026



Hruska Memorial Public Library

David City and Butler County's

Monday- Thursday 9:00AM-6:30PM Saturday 8:00AM-12:00PM

399 N 5th Street, David City, NE 68632 ~ 402-367-3100 ~ DavidCityLibrary.org ~ HruskaLibrarian@DavidCityNE.gov

LIBRARY CLOSING— The Library will be **closed on Monday, October 12th** in observance of Indigenous Peoples' and Columbus Day.

AUTHOR TALK & SIGNING —
Tuesday, October 6
5:30 PM



Join us at the library for a special evening with Nebraska native and author Keith Ludden!

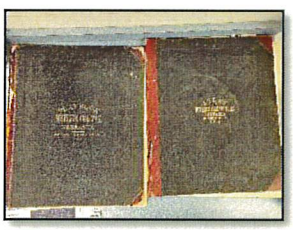
Keith will be discussing his debut short story collection, It Makes the Bread Rise, which explores the human condition through humorous, fantastical, and deeply moving glimpses into everyday lives. Drawing from his background as a former Nebraska Public Radio journalist and arts administrator, Keith shares stories born from observing the extraordinary in ordinary people. A book signing will follow the presentation.

FOOD FOR THOUGHT — **Threads of Wisdom: Vintage Czech Wall Cloths.** Join us on **Wednesday, October 21, from noon to 1:00 p.m.** for *Threads of Wisdom: Vintage Czech Wall Cloths—Beauty, Inspiration, and Advice*, featuring **Janet Jeffries**. A Doane University historian and longtime promoter of Czech heritage, Janet has spent more than 30 years studying Czech culture, history, genealogy, costumes, and textiles. With Czech roots in both Bohemia and Moravia, she has helped coordinate Czech heritage activities at Doane University, organized Czech music programs, and led numerous tours to the Czech Lands.



During this program, Janet will share the history and meaning behind traditional Czech wall cloths, costumes, textiles, and other aspects of Czech heritage. It will be an opportunity to learn more about the beautiful traditions brought to Nebraska by Czech immigrants and how these traditions continue to be celebrated today. **Lunch will be provided by St. Joseph's Villa and Court.** Reservations are requested, as space is limited. Please call the library at 367-3100 to reserve your spot. This program is presented with support from **Humanities Nebraska, the Nebraska State Legislature, the Nebraska Cultural Endowment and the Friends of the Library.**

SILENT AUCTION— A Silent Auction of donated items will be on display. Featuring a 1889 Plat Book of Butler County and a 1918 Butler & Polk Atlas. The auction will be **October 12th – October 26th, concluding at 1 p.m. on the 26th.** Proceeds support the Friends of the Library for library programming.



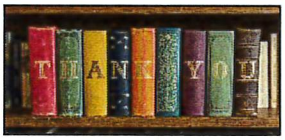
GENEALOGICAL SOCIETY— Meets **Monday, October 26th, at 10:00 a.m.** at the library. Whether you're new to family history research or a practiced genealogist, this group is a great place to learn, share discoveries, and get help with research roadblocks. New members and guests are always welcome!

BOOK CLUB— **Monday, October 26th, Noon.** The noon book club will be discussing The Husband's Secret by Liane Moriarty. All who have read the book are welcome to attend. Need a copy? Be sure to stop by the library— a valid library card is required to check out materials. Come share your thoughts and enjoy a great discussion with fellow readers!



EVENING BOOK CLUB— **Wednesday, October 28th, 5:30p.m.** The evening book club will be discussing Ask Again, Yes by Mary Beth Keane. Same directions as the noon book club!





NATIONAL FRIENDS OF THE LIBRARY WEEK— Behind every great library is a passionate group of advocates working behind the scenes to make the magic happen. With National Friends of Libraries Week this month (October 18–24, 2026), we want to shed a spotlight on our incredible Friends of the Library group and celebrate everything they do for our community. **Here are a few reasons why the Friends of the Library are so important to us:**
Funding & Resources: Through used book sales, membership drives, and special fundraising events (Chocolate Friend-zy!), the Friends raise vital funds that directly enhance what the library can offer.
Community & Events: From sponsorship for programming (Storytime activities: crafts, snacks, books!) to special celebrations (birthday celebration!), their support ensures we can host engaging, high-quality events for all ages.
Advocacy & Collaboration: They serve as dedicated ambassadors in the community, advocating literacy, public resources, and library love wherever they go.
Volunteer Power: Whether helping with programs, organizing donations, promotions, or building community partnerships, their hands-on support keeps our library the wonderful place it is.
To every member, volunteer, and supporter who donates their time and energy to our Friends group: Thank you! Your dedication ensures our library remains a welcoming and resource-rich space for everyone.
Want to show your support? Consider joining the Friends of the Library, attending an upcoming book sale, or simply sharing a word of thanks the next time you drop by!



ROAD SCHOLAR: VIRTUAL LEARNING — Monday, October 19th, 1:00 p.m.

"Age Well: The Science of Brain Health & Proven Ways to Protect Your Mind". Recent research shows up to 45% of dementia cases can be prevented by addressing risk factors throughout our lives. Dr. Stephanie Rogers gives an informative Road Scholar online lecture, where you'll learn actionable, easy-to-understand steps to meaningfully protect your cognitive health. Whether you want to safeguard your own mind or support a loved one, discover why it is never too early, or too late, to take action.

Wednesday, October 28th, 1:00 p.m. Online Lecture "Santa Muerte & The Day of the Dead". Explore the rich and complex traditions surrounding death in Mexican and Latin American cultures in this upcoming Road Scholar online lecture. Religion scholar Brian Carwana gives an introduction to Santa Muerte—the "Bony Lady"—a devotion centered on Saint Death and offering fascinating insights into how death is commemorated, understood, and given meaning.

VETERANS DAY TRIBUTE WALL

— This November, the Library is assembling a special **Veterans Day Tribute Wall** to recognize and honor the brave men and women who have served our country. We invite all community members to help build this meaningful display by sharing photos of the veterans who hold a special place in their hearts.

Email: Send a digital photo directly to HruskaLibrarian@davidcityne.gov.

In Person: Bring your original print to the library front desk, and staff will make a copy for the wall so you can take your photo right back home.

Include any details, service area, years served, etc.

Submission Deadline:
Thursday, October 29th

Photos will be on display at the library throughout November

Whether honoring a family member, friend, neighbor, or ancestor, your submissions will help ensure our local veterans receive the recognition they deserve. Thank you for helping us celebrate the heroes in our community!



BUTLER COUNTY HISTORICAL SOCIETY PROGRAM — Join the Butler County Nebraska Historical Society for a special look back at the courage, commitment, and community spirit behind our local volunteer fire service! This free public presentation honors the history of the volunteer fire departments serving Abie, Bellwood, Brainard, Bruno, David City, Dwight, Linwood, Rising City, and Ulysses. Come early to enjoy a free bottle of water & a kolache while supplies last.

Event Details:
Date: Monday, October 5, 2026
Time: Doors open at 5:30 PM
Program begins at 6:30 PM
Location: Butler County Event Center, David City
Admission: Free to the public (donations welcome)

MANGO LANGUAGES—

Learn a New Language FREE — with Your Library Card! Over 70 languages to choose from including ASL!

MANGO LANGUAGES

Visit: http://connect.mangolanguages.com/hruska-memorial/start

What you'll need: Your Library Card Number
PIN: your last name, lowercase

Create your account in a web browser, then continue learning online or download the Mango Languages app on your devices.

Access to Mango Languages is made possible by a generous grant from the **Butler County Area Foundation Fund.**

Hoopla's 2026 Reading Challenge!



The October book challenge is **"Beware the Forest: Horror & Thrillers"**
Visit your hoopla app and look for the reading challenge or visit:
https://www.hoopladigital.com/collection/rock-n-reads-or-music-inspired-stories/179341

OCTOBER 2026 – YOUTH PROGRAMS AND EVENTS

THURSDAY, OCTOBER 1ST: LEGO CLUB, 3:45-4:30PM
LEGO CLUB IS OPEN TO ALL LEGO LOVERS! WE BUILD TO A THEME WHILE WATCHING A LEGO SHOW!

MONDAY, OCTOBER 5TH: TODDLER TIME 10:00-10:30AM
LET LITTLE ONES PLAY, INTERACT, AND ENJOY SHORT STORIES WHILE YOU CONNECT AND CHAT WITH OTHER ADULTS WHO CARE FOR YOUNG CHILDREN.



MONDAY, OCTOBER 5TH: MOVIE, TOY STORY 5, 3:45-5:30PM

TUESDAY, OCTOBER 6TH: PAINTED HALLOWEEN BRICK, $5 CRAFT
PAY FOR THE CRAFT WHEN YOU SIGN UP ($5 PER PERSON)





THURSDAY, OCTOBER 8TH: GAMING CLUB, 3:45-4:30PM
OPEN TO ALL GAMERS, SHOW OFF YOUR GAMING SKILLS ON THE NINTENDO SWITCH AS WELL AS TABLETS!

MONDAY, OCTOBER 12TH: CLOSED FOR COLUMBUS DAY AND INDIGENOUS PEOPLES' DAY

TUESDAY, OCTOBER 13TH: STORYTIME, 10:00-11:00AM AND 5:00-6:00PM
STORIES, CRAFT AND A SNACK! RECOMMENDED FOR AGES 3-6.
MUST BE SIGNED UP TO ATTEND





THURSDAY, OCTOBER 15TH: BOOK BEDAZZLING 3:45-4:45PM
BRING YOUR FAVORITE BOOK AND GIVE IT A GLOW-UP!
USE COLORFUL GEMS TO BEDAZZLE YOUR COVER AND CREATE A ONE-OF-A-KIND DESIGN THAT'S TOTALLY YOU. ALL SUPPLIES PROVIDED—JUST BRING A BOOK AND GET READY TO SPARKLE!
RECOMMENDED FOR GRADES 5-12TH
MUST BE SIGNED UP TO ATTEND AND BRING YOUR OWN BOOK TO BEDAZZLE



MONDAY, OCTOBER 19TH: TODDLER TIME 10:00-10:30AM

MONDAY, OCTOBER 19TH: MOVIE, MOANA (LIVE ACTION), 3:45-5:40PM

THURSDAY, OCTOBER 22ND BOOK WITCH CRAFT, 3:45
MUST BE SIGNED UP TO ATTEND



SUNDAY, OCTOBER 25TH: COMMUNITY TRUNK OR TREAT, DOWNTOWN, 3:00-5:00PM

TUESDAY, OCTOBER 13TH: STORYTIME, 10:00-11:00AM AND 5:00-6:00PM
HALLOWEEN COSTUMES WELCOMED! *MUST BE SIGNED UP TO ATTEND*

General - Circ Count by Item Type DAVID CITY Report ID: **891**

Total number of results: 15

ItemType	description	count(*)
		4
14DAY3	14 day books (3 renewals)	12
ABK	Adult Books	1238
AUDBK	Audio Books	25
CE	Circulating Equipment	31
DEFAULT	DEFAULT	2
DVD	DVDs	282
E	AV Equipment	2
JBK	Childrens Books	2616
K	Kits	2
M	Magazines	221
MCD	Music Compact Disc	1
REF	Reference	338
SPC	Special Collections	120
YABK	Young Adult Books	205

In House:	5,099
hoopla:	254
Libby:	713
Total:	6,066

Items held, added, and withdrawn in a date range by item type DAVID CITY

Report ID: **890**

Notes: for rt108922; number of items held at the start and end of a date range, and the number of items added and withdrawn during that date range

Total number of results: 15

description	held_at_start	added	withdrawn	held_at_end
14 day books (New Adult Books)	1	0	0	1
14 day books (3 renewals)	340	0	19	321
Adult Books	10578	26	25	10579
Audio Books	197	0	0	197
Circulating Equipment	35	0	12	23
DEFAULT	5	0	0	5
DVDs	941	4	8	934
AV Equipment	2	0	0	2
Childrens Books	9573	82	71	9571
Kits	5	0	0	5
Magazines	647	19	36	632
Music Compact Disc	32	0	0	32
Reference	660	0	2	658
Special Collections	1831	4	31	1804
Young Adult Books	1000	0	4	996
		135	208	

*higher withdrawn number is due to removing items that were not found during inventory and items that were found during inventory that were not longer useful

To: Library Board of Trustees

From: Library Director, Lucy Watts

RE: Library Board of Trustees Meeting— **Monday, October 12, 2026 5:30pm**

Hruska Memorial
Public Library

AGENDA

I. Call to Order (Open Meetings Act)

II. Approval of Minutes

III. Presentation of Bills

IV. Director's Report—Circulation, Dept. Head Report, Budget. (Emailed)

V. Old Business—

A. Other.

VI. New Business—

A. Student Library Cards

B. Inventory Final

C. Officer Elections

D. Other.

Next meeting Monday, November 9, 2026, 5:30pm

Hruska Memorial Public Library
Board of Trustees
Record of Board Action via Electronic Vote

Date of Vote Completion: September 30, 2026
Method of Action: Electronic Mail (Email) Vote

1. Background & Notice

On September 15, 2026 Library Director, Lucy Watts, issued a call for an electronic vote via email regarding approval of the Library Report from the City. Board members were provided with the necessary context and supporting documentation via attachment. The deadline for casting votes was set for October 1, 2026.

2. Quorum

- **Total Voting Board Members:** 3
- **Total Votes Cast:** 3
- **Quorum Met:** Yes

4. Voting Record & Results

The voting window officially closed on October 1, 2026. The final tally of votes returned by email to the Library Director was recorded as follows:

- **Votes in Favor (Ayes):** 5 — Keith Byrkit, Tina Kirby, Tiffani Jahde
- **Votes Opposed (Nays):** 0
- **Abstentions:** 0
- **No Response / Absent:** 0 — Aimee Scribner, Heather Allen

Result: The motion CARRIED by a vote of 3 In Favor Counts to 0 Opposed Counts.

5. Filing & Ratification

These minutes and the accompanying email records shall be permanently filed in the corporate record book. These results will be formally read into the minutes of the next regular board meeting on October 12, 2026 for official ratification.

Submitted by:

Lucia M Watts

Lucy Watts, Library Director

Date of Record: October 1, 2026

City of David City, Nebraska
Financials Report
Fiscal Year: October 1, 2025 to August 31, 2026

FUND	AUGUST 2026 REVENUE	CURRENT YEAR TO DATE REVENUE	AUGUST 2026 EXPENSE	CURRENT YEAR TO DATE EXPENSE	MONTHLY PROFIT/LOSS	YEAR TO DATE PROFIT/LOSS
Sales Tax	$115,815.91	$1,411,682.12	$2,766.38	$2,328,387.75	$113,049.53	($916,705.63)
General	$68,907.39	$1,516,234.59	$42,878.74	$333,372.12	$26,028.65	$1,182,862.47
Building Permits	$2,520.00	$19,883.75	$5,652.75	$81,721.92	($3,132.75)	($61,838.17)
Keno Account	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Creative District	$200.00	$16,662.05	$127.60	$18,622.91	$72.40	($1,960.86)
Street Department	$24,395.28	$1,211,913.14	$49,495.30	$1,109,346.60	($25,100.02)	$102,566.54
Recycling	$0.00	$0.00	$0.00	$704.42	$0.00	($704.42)
Police Department	$510.00	$24,804.11	$75,343.60	$745,982.86	($74,833.60)	($721,178.75)
Swimming Pool	$4,655.20	$66,899.39	$22,867.80	$119,256.25	($18,212.60)	($52,356.86)
Park	$4,475.00	$11,757.97	$89,739.56	$281,968.27	($85,264.56)	($270,210.30)
Recreation Department	$8,239.58	$70,266.25	$231,330.11	$922,925.25	($223,090.53)	($852,659.00)
Library	$0.00	$3,768.84	$14,651.44	$157,167.57	($14,651.44)	($153,398.73)
Schweser House	$280.00	$1,505.50	$0.00	$405.32	$280.00	$1,100.18
RV Campgrounds	$8,850.00	$35,310.00	$1,968.81	$24,937.19	$6,881.19	$10,372.81
Auditorium	$1,844.00	$18,932.40	$37,928.81	$469,784.89	($36,084.81)	($450,852.49)
Airport	$11,218.20	$473,121.98	$1,725.17	$98,543.66	$9,493.03	$374,578.32
Various Purpose	$21,060.12	$279,939.87	$0.00	$146,475.00	$21,060.12	$133,464.87
Social Security	$1,290.61	$70,060.25	$8,055.05	$90,109.18	($6,764.44)	($20,048.93)
K-9 Donation Fund	$0.00	$13,827.94	$0.00	$2,376.05	$0.00	$11,451.89
Tax Increment Financing	$1,771.15	$2,529,913.32	$510.18	$2,058,763.98	$1,260.97	$471,149.34
Capital Improvement	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Community Development	$0.00	$324,504.55	$0.00	$150,257.41	$0.00	$174,247.14
CITY	$276,032.44	$8,100,988.02	$585,041.30	$9,141,108.60	($309,008.86)	($1,040,120.58)
Water System	$533,036.81	$2,310,094.87	$193,560.43	$2,379,377.07	$339,476.38	($69,282.20)
Electric System	$687,069.64	$7,091,431.59	$832,091.01	$7,153,349.76	($145,021.37)	($61,918.17)
Sewer System	$112,311.88	$4,598,843.02	$243,720.09	$5,188,501.01	($131,408.21)	($589,657.99)
Electric Plant	$3,120.35	$100,082.77	$3,120.35	$100,082.77	$0.00	$0.00
Electric Bond Account	$0.00	$22,562.50	$0.00	$22,562.50	$0.00	$0.00
Sewer Lagoon Improv.	$33.48	$62,754.59	$0.00	$137,287.14	$33.48	($74,532.55)
Electric Plant Debt	$0.00	$33,333.36	$0.00	$0.00	$0.00	$33,333.36
Water Debt Repayment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Water Extension & Replace	$847.00	$10,364.83	$0.00	$0.00	$847.00	$10,364.83
Water Bond Payment	$0.00	$126,760.00	$0.00	$23,868.75	$0.00	$102,891.25
Sewer Bond & Interest	$0.00	$0.00	$0.00	$48,192.50	$0.00	($48,192.50)
Service Deposits	($683.03)	$15,049.32	$1,412.30	$10,764.27	($2,095.33)	$4,285.05
UTILITIES	$1,335,736.13	$14,371,276.85	$1,273,904.18	$15,063,985.77	$61,831.95	($692,708.92)
Community Development Agency	$0.00	$48,835.25	$420.00	$130,206.46	($420.00)	($81,371.21)
CDA	$0.00	$48,835.25	$420.00	$130,206.46	($420.00)	($81,371.21)
Total Regular Funds	$1,611,768.57	$22,521,100.12	$1,859,365.48	$24,335,300.83	($247,596.91)	($1,814,200.71)

City Investments	
Sales Tax	$2,697,011.53
General	$5,951.32
Swimming Pool	$269,470.24
Airport	$0.00
Various Purpose	$269,367.53
Social Security	$0.00
Tax Increment Financing	$1,606,957.12
Capital Improvement	$0.00
CDBG	$0.00
Total City Investments	**$4,848,757.74**

Checking Accounts - As of August 31, 2026	
City Checking Account	$483,905.91
City Checking Account - Payroll	$0.00
David City Checking Account	$1,337,947.84
Community Development Agency	$35,906.24
Keno Savings Account	$0.00
Keno Checking Account	$0.00
Total Balance	**$1,857,759.99**

Utility Investments		
Electric Dept. Contingency		$102,094.55
Water Department		$11,347.31
Electric Department		$79,580.22
Wastewater Department		$5,121.44
Electric Bond Account		$0.00
ARPA Funds		$0.00
Sewer Lagoon Improvements		$183,970.90
Electric Plant Debt Reserve		$0.00
Water Deb Repay Reserve		$0.00
Water Ext & Repl Reserve		$101,791.49
Water Bond Payment Account		$0.00
Sewer Bond & Interst		$0.00
Total Utility Investments		**$483,905.91**
Notes Receivable		
Michael Foods - Henningsen Foods	Monthly (2026 - 2034)* 2% Interest	$8,630.00
AG Processing	Monthly (2025 - 2045)- 4.76% Interest	$33,477.17

I, Lori Matchett, City Clerk-Treasurer of the City of David City, Nebraska, do hereby swear that the information contained in the above and foregoing report is complete, correct and true to the best of my knowledge and belief.

Dated: August 2026

Lori Matchett, CMC City Clerk-Treasurer

CITY OF DAVID CITY / DAVID CITY UTILITIES - TREASURER'S REPORT **Aug-26**

Fiscal Year: October 1, 2025 to August 31, 2026

	CITY DEPARTMENTS	Ending Balance 9/30/2025	Debit	Credit	Ending Balance 8/31/2026
10	Sales Tax	3,174,009.36	1,410,253.54	2,720,005.26	1,864,257.64
11	General	(1,196,289.85)	1,915,635.78	337,747.57	381,598.36
12	Building Permits	0.00	19,996.94	81,835.11	(61,838.17)
13	Keno Account	0.00	0.00	0.00	0.00
14	Creative District	9,281.45	16,662.05	18,622.91	7,320.59
21	Street	0.00	1,212,056.83	1,109,490.29	102,566.54
23	Recycling	0.00	0.00	704.42	(704.42)
32	Law Enforcement	0.00	25,884.12	825,894.83	(800,010.71)
41	Swimming Pool	0.00	59,797.18	119,945.22	(60,148.04)
42	Park	0.00	13,137.82	283,348.12	(270,210.30)
43	Ball Program	(135,424.89)	74,597.01	923,753.25	(984,581.13)
44	Library	0.00	5,632.52	159,031.25	(153,398.73)
45	Schweser House	19,596.76	1,505.50	405.32	20,696.94
46	Football Field Renovation	0.00	0.00	0.00	0.00
49	RV Campgrounds	102,313.83	35,770.00	25,397.19	112,686.64
52	Auditorium	0.00	24,483.86	475,336.35	(450,852.49)
53	Airport	(535,977.00)	481,909.11	107,330.79	(161,398.68)
60	Various Purpose	454,391.72	278,765.30	146,475.00	586,682.02
70	Social Security	6,957.51	70,060.25	90,109.18	(13,091.42)
72	Donations	3,748.49	0.00	0.00	3,748.49
73	K-9 Donation Fund	1,836.07	13,827.94	2,376.05	13,287.96
82	Tax Increment Fncg.	1,493.51	3,936,843.75	3,938,607.73	(270.47)
85	Capital Improvements	175,242.66	0.00	0.00	175,242.66
88	CDBG	27,738.95	336,042.74	161,795.60	201,986.09
90	Economic Development	10.00	0.00	0.00	10.00
97	Contingency	10.00	0.00	0.00	10.00
		$ 2,108,938.57	$ 9,932,862.24	$ 11,528,211.44	**$ 513,589.37**

	CITY INVESTMENTS	Ending Balance 9/30/2025	Debit	Credit	Ending Balance 8/31/2026
10	Sales Tax	2,303,965.45	393,046.08	0.00	2,697,011.53
11	General	400,863.51	87.81	395,000.00	5,951.32
41	Swimming Pool	261,679.06	7,791.18	0.00	269,470.24
53	Airport	0.00	19.58	19.58	0.00
60	Various Purpose	268,081.92	1,285.61	0.00	269,367.53
70	Social Security	0.00	0.08	0.08	0.00
82	Tax Increment Financing	1,130,747.28	813,209.84	337,000.00	1,606,957.12
85	Capital Improvement	0.00	0.00	0.00	0.00
88	CDBG	0.00	0.00	0.00	0.00
		$ 4,365,337.22	$ 1,215,440.18	$ 732,019.66	**$ 4,848,757.74**

	UTILITY DEPTS.	Ending Balance 9/30/2025	Debit	Credit	Ending Balance 8/31/2026
24	Water Department	(3,330,649.66)	2,789,459.71	2,860,965.86	(3,402,155.81)
25	Electric Department	921,071.05	9,087,081.38	7,658,587.28	2,349,565.15
26	Sewer Department	(1,137,317.31)	5,290,057.70	5,534,810.47	(1,382,070.08)
28	Elec Power Plant Exp.	0.00	104,249.44	104,249.44	0.00
30	Electric Bond Acct.	0.00	22,562.50	22,562.50	0.00
32	ARPA Funds	0.00	0.00	0.00	0.00
36	Sewer Lagoon	3,032,510.66	62,384.00	137,287.14	2,957,607.52
63	Electric Plant Debt	54,609.24	33,333.36	0.00	87,942.60
64	WA Debt Repay Res	0.00	0.00	0.00	0.00
65	Water Ext & Repl.	153,195.16	9,317.00	0.00	162,512.16
66	WA Bond Payments	428,403.81	126,760.00	23,868.75	531,295.06
67	Sewer Bond & Int.	(48,173.64)	0.00	48,192.50	(96,366.14)
95	Service Deposits	125,332.33	34,724.67	30,439.62	129,617.38
		$ 198,981.64	$ 17,559,929.76	$ 16,420,963.56	**$ 1,337,947.84**

	UTILITY INVESTS	Ending Balance 9/30/2025	Debit	Credit	Ending Balance 8/31/2026
20	Electric Dept. Contingency	100,000.00	2,094.55	0.00	102,094.55
24	Water Department	9,123.36	2,223.95	0.00	11,347.31
25	Electric Department	1,569,992.49	9,587.73	1,500,000.00	79,580.22
26	Wastewater Department	5,026.66	94.78	0.00	5,121.44
30	Electric Bond Acct.	0.00	0.00	0.00	0.00
32	ARPA Funds	12,036.79	0.64	12,037.43	0.00
36	Sewer Lagoon Improvements	183,600.31	370.59	0.00	183,970.90
63	Electric Plant Debt Reserve	0.00	1.44	1.44	0.00
64	Water Debt Repay Reserve	0.00	25.01	25.01	0.00
65	Water Ext & Repl Reserve	100,743.66	1,047.83	0.00	101,791.49
66	Water Bond Payment Acct.	0.00	3.03	3.03	0.00
67	Sewer Bond & Interest Red.	0.00	0.00	0.00	0.00
		$ 1,980,523.27	$ 15,449.55	$ 1,512,066.91	**$ 483,905.91**

I, Lori Matchett, City Treasurer of the City of David City, Nebraska, do hereby certify that the statements of receipts and expenditures are true to the best of my knowledge and belief.

August-26

Lori Matchett

Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 187292

LICENSE TYPE Class C Beer, Wine, Spirits On and Off Sale	APPLICATION DATE RECEIVED 2026-08-27
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME Salt Mine City llc	LICENSEE TYPE Corporation
DOING BUSINESS AS Salt Mine City Brewing Co	CORPORATE NUMBER
INCORPORATION DATE 2020-08-01	
CORRESPONDENCE ADDRESS 1462 N 8th st David City NE	
MAILING ADDRESS	
PHYSICAL ADDRESS	
CONTACT NAME Salt Mine City	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 660-0772	ALTERNATE PHONE (402) 660-0772
FAX	EMAIL saltminecity22@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Clifford M Roper	President		100

ADDITIONAL INFORMATION

MARITAL STATUS Single	
MANAGED BY AGENT No	
PREMISES TYPE Other Category	PREMISES NAME Salt Mine City brewing Co
OPERATOR Clifford Roper	CORPORATE LIMIT DESIGNATION Inside
LEASE OR OWN Lease	EXPIRATION DATE 2031-08-01
PHYSICAL ADDRESS 375 Nebraska St, David City, Nebraska, 68632	
MAILING ADDRESS 375 Nebraska St, David City, Nebraska, 68632	
CONTACT NAME Clifford Roper	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 660-0772	ALTERNATE PHONE
FAX	EMAIL saltminecity22@gmail.com

PREMISES MANAGER	PREMISES MANAGER EMAIL
Clifford M Roper	saltminecity22@gmail.com

QUESTIONS

Class C Beer, Wine, Spirits On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY

   Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

   *The Commission must be notified of any arrests and/or convictions that may occur after the date of this application.

   Yes
   (document uploaded)

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
   A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

   25'x64'

3. Is there an outdoor area?
   *Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

   No

4. Will a basement be used for alcoholic storage or sale?

   Yes
   L10' x W5'

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

   1

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

   No

7. Is premises to be licensed within 300 feet of a college campus or university?

   No

8. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.

   No

9. What date do you intend to open for business?

   sept 1st

10 What are the anticipated hours of operation?

   4pm to 10pm

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

   No

12 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?

   No

13 Is anyone listed on this application a law enforcement officer?

   No

14 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

   First National Bank of Omaha

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes
I have owned and operated a brewery, tap room and restaurant the last 5 years.

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

Yes

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

19 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

153213 and 124898

20 Has the premises location been previously licensed within the last 2 years?

No

21 Are you applying for a Temporary Operating Permit?

No

22 Is the lease, deed, or purchase agreement for the premises listed under the applicant's name (LLC, Corporation, or Individual)? If the property is owned personally but the application is under an LLC or Corporation, a lease agreement must be made between the owner and the entity applying for the license.

Yes

23 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

24 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Clifford M Roper

25 What is the manager's address?

1462 N 8th st David City NE

26 What is the manager's phone number?

402-660-0772

27 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - https://www.nebraska.gov/apps-sos-voter-registration/

butler

28 What is the manager's email address? An email will be sent to them to obtain their personal information.

Ropermarty138@icloud.com

29 Is the manager married?

Yes
roperkp@yahoo.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	jonesgroup.dcne.copier@gmail.com_20260821_092047.pdf	
Explanation of Convictions/Guilty Pleas	dui.pdf	
Premises Description & Diagram	Butler County.png.pdf	
Lease / Deed / Purchase Agreement	lease_20260728_093538.pdf	
Privacy Act Statement	Cliff finger print.pdf	
Privacy Act Statement	jonesgroup.dcne.copier@gmail.com_20260827_082458.pdf	

APPLICANT

Clifford Roper

DECLARATION

☑ I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.

Nebraska Liquor Control

301 Centennial Mall South - 1st Floor PO Box 95046 Lincoln NE 68508

Additional Information Requested

File Number: 187292

LICENSE TYPE	ADDITIONAL INFORMATION DATE RECEIVED
Class C Beer, Wine, Spirits On and Off Sale	2026-09-02
SECONDARY LICENSE(S)	
None selected	
LICENSEE LEGAL NAME	LICENSEE TYPE
Salt Mine City llc	Corporation
DOING BUSINESS AS	CORPORATE NUMBER
Salt Mine City Brewing Co	
INCORPORATION DATE	
2020-08-01	
CORRESPONDENCE ADDRESS	
1462 N 8th st David City NE	
MAILING ADDRESS	
PHYSICAL ADDRESS	
CONTACT NAME	PREFERRED CONTACT METHOD
Salt Mine City	Email
CONTACT PHONE	ALTERNATE PHONE
(402) 660-0772	(402) 660-0772
FAX	EMAIL
	saltminecity22@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Clifford M Roper	President		100

ADDITIONAL INFORMATION

ADDITIONAL INFORMATION REQUESTED

Can you please confirm who can access the First National Bank of Omaha account?

Thanks.

ADDITIONAL INFORMATION PROVIDED

Kristine j Roper
Clifford M Roper

APPLICANT

Clifford Roper

Docusign Envelope ID: 026FE026-E6E0-8A40-83C2-AF7995B2FF04

CHANGE ORDER NO.: 1

Owner:	**City of David City**	Owner's Project No.:	
Engineer:	**JEO Consulting Group, Inc.**	Engineer's Project No.:	**251298.00**
Contractor:	**Rutjens Construction Inc.**	Contractor's Project No.:	
Project:	**2025 Water Treatment Plant Backwash Forcemain**		
Contract Name:	**2025 Water Treatment Plant Backwash Forcemain**		
Date Issued:	**October 9th, 2026**	Effective Date of Change Order:	**October 14th, 2026**

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

Description:

This change order includes final unit price item closeouts.

Attachments:

1. Change Order Estimate - Unit Price Work

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 265,158.00	Original Contract Times: Substantial Completion: October 31, 2026 Ready for final payment: November 30, 2026
Net change from previously approved Change Orders (N/A): $ 0.00	**Net change** from previously approved Change Orders (N/A): Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $ 265,158.00	Contract Times prior to this Change Order: Substantial Completion: October 31, 2026 Ready for final payment: November 30, 2026
Net change for this Change Order: $ (8,688.00)	**Net change** for this Change Order: Substantial Completion: Ready for final payment:
Contract Price incorporating this Change Order: $ 256,470.00	Contract Times with all approved Change Orders: Substantial Completion: October 31, 2026 Ready for final payment: November 30, 2026

Recommended by Engineer (if required)	Authorized by Owner
By: DocuSigned by: Ethan Joy, P.E. B659CABF585D4C4...	
Title: Project Manager	
Date: 10/13/2026	
Accepted by Contractor	**Approved by Funding Agency (if applicable)**
By:	N/A
Title: Vice President	
Date: 10/13/2026	

EJCDC® C 941, Change Order.
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Docusign Envelope ID: 026FE026-E6E0-8A40-83C2-AF7995B2FF04

Change Order Estimate - Unit Price Work

JEO Project Name:	**2025 Water Treatment Plant Backwash Forcemain**	JEO Project Number:	**251298.00**
Owner:	**City of David City**	Change Order Number:	**1**
Contractor:	**Rutjens Construction Inc.**	Effective Date:	**October 14th, 2026**

Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)
7	Remove Pavement	-83	SY	$15.00	($1,245.00)
8	6" Concrete Pavement	-83	SY	$96.00	($7,968.00)
8	Remove Existing Sanitary Sewer	-40	LF	$18.00	($720.00)
				Total:	**($8,688.00)**

Docusign Envelope ID: 026FE026-E6E0-8A40-83C2-AF7995B2FF04

Contractor's Application for Payment

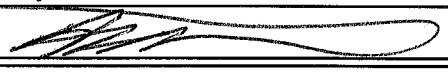
Owner:	City of David City	**Owner's Project No.:**	
Engineer:	JEO Consulting Group, Inc.	**Engineer's Project No.:**	251298.00
Contractor:	Rutjens Construction Inc.	**Contractor's Project No.:**	
Project:	2025 Water Treatment Plant Backwash Forcemain		
Contract:	2025 Water Treatment Plant Backwash Forcemain		
Application No.:		**Application Date:**	
Application Period:	**From**	**to**	

1. Original Contract Price		$ 265,158.00
2. Net change by Change Orders		$ (8,688.00)
3. Current Contract Price (Line 1 + Line 2)		$ 256,470.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		$ 256,470.00
5. Retainage		
a. ____ X $ 256,470.00 Work Completed =	$ -	
b. ____ X $ - Stored Materials =	$ -	
c. Total Retainage (Line 5.a + Line 5.b)		$ -
6. Amount eligible to date (Line 4 - Line 5.c)		$ 256,470.00
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application		$ 256,470.00
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: Rutjens Construction Inc.

Signature:  **Date:** 10/13/2026

Recommended by Engineer		**Approved by Owner**	
By:	DocuSigned by: Ethan Joy, P.E. B659CABF585D4C4...	**By:**	
Title:	Project Manager	**Title:**	
Date:	10/13/2026	**Date:**	
Approved by Funding Agency			
By:	N/A	**By:**	N/A
Title:		**Title:**	
Date:		**Date:**	

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Docusign Envelope ID: 026FE026-E6E0-8A40-83C2-AF7995B2FF04

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.:**	251298.00
Contractor:	Rutjens Construction Inc.	**Contractor's Project No.:**	
Project:	2025 Water Treatment Plant Backwash Forcemain		
Contract:	2025 Water Treatment Plant Backwash Forcemain		

Application No.: 1 **Application Period:** **From** August 1st, 2026 **to** October 1st, 2026 **Application Date:** October 1st 2026

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
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 to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Original Contract											
1	Mobilization	1.00	LS	15,000.00	15,000.00	1.00	15,000.00		15,000.00	100%	-
2	Bonding and Insurance	1.00	LS	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-
3	8" PVC Force Main, SDR 26, RJ, Directionally Bored	2,601.00	LF	67.00	174,267.00	2,601.00	174,267.00		174,267.00	100%	-
4	8" PVC Force Main, SDR 26	153.00	LF	45.00	6,885.00	153.00	6,885.00		6,885.00	100%	-
5	8" 90° Bend, MJ	3.00	EA	711.00	2,133.00	3.00	2,133.00		2,133.00	100%	-
6	8" 45° Bend, MJ	4.00	EA	721.00	2,884.00	4.00	2,884.00		2,884.00	100%	-
7	Remove Pavement	153.00	SY	15.00	2,295.00	153.00	2,295.00		2,295.00	100%	-
8	6" Concrete Pavement	153.00	SY	96.00	14,688.00	153.00	14,688.00		14,688.00	100%	-
9	Remove Gravel Aggregate	165.00	SY	3.00	495.00	165.00	495.00		495.00	100%	-
10	Gravel Aggregate	165.00	SY	10.00	1,650.00	165.00	1,650.00		1,650.00	100%	-
11	Geosynthetic Clay Liner	60.00	LF	55.00	3,300.00	60.00	3,300.00		3,300.00	100%	-
12	Connect to Existing Manhole	1.00	EA	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-
13	Remove Existing Sanitary Sewer	60.00	LF	18.00	1,080.00	60.00	1,080.00		1,080.00	100%	-
14	Backwash Manhole Improvements	1.00	LS	37,481.00	37,481.00	1.00	37,481.00		37,481.00	100%	-
				Original Contract Totals	**$ 265,158.00**		**$ 265,158.00**	**$ -**	**$ 265,158.00**	**100%**	**$ -**
Change Orders											
1	Change Order No. 1	(8,688.00)	LS	1.00	(8,688.00)	(8,688.00)	(8,688.00)		(8,688.00)	100%	-
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				Change Order Totals	**$ (8,688.00)**		**$ (8,688.00)**	**$ -**	**$ (8,688.00)**	**100%**	**$ -**
Original Contract and Change Orders											
				Project Totals	**$ 256,470.00**		**$ 256,470.00**	**$ -**	**$ 256,470.00**	**100%**	**$ -**

EJCDC C-620 Contractor's Application for Payment
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Docusign Envelope ID: 026FE026-E6E0-8A40-83C2-AF7995B2FF04

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.:**	251298.00
Contractor:	Rutjens Construction Inc.	**Contractor's Project No.:**	
Project:	2025 Water Treatment Plant Backwash Forcemain		
Contract:	2025 Water Treatment Plant Backwash Forcemain		

Application No.: _____ **Application Period:** **From** _____ **to** _____ **Application Date:** _____

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G + H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J + K) ($)	Materials Remaining in Storage (I - L) ($)
								-			-	-
								-			-	-
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								-			-	-
					Totals	$ -	$ -	$ -	$ -	$ -	$ -	$ -

EJCDC C-620 Contractor's Application for Payment
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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

High Performance Turbine Meter



Neptune® High Performance (HP) Turbine water meters offer some of the widest flow ranges of any turbine meters on the market.

All HP Turbine water meters meet or exceed the latest performance and accuracy requirements of AWWA C701 and maximum continuous flow rates may be exceeded by as much as 25% for intermittent periods.

Construction

Each HP Turbine consists of a rugged, lead free, high-copper alloy maincase, an AWWA Class II turbine measuring element, and a roll-sealed register. The maincase is corrosion-resistant, lightweight, and compact. Inlet and outlet connections are flanged. Strainers are available to prevent debris from entering the meter and to reduce the effects of uneven water flow due to upstream piping variations.

The unitized measuring element (UME) allows for quick, easy, in-line interchangeability. Water volume is measured accurately at all flows by a specially-designed assembly. The hydrodynamically-balanced, thrust-compensated rotor relieves pressure on the thrust bearings to minimize wear and provide sustained accuracy over an extended operating life. Direct coupling of the rotor to the gear train eliminates revenue loss due to slippage during fast starts and line surges. A calibration vane allows in-field calibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

Application

The HP Turbine water meter is designed for applications where flow rates are consistently moderate to high.

Systems Compatibility

Adaptability to all present and future systems for flexibility.

Warranty

Neptune provides a limited warranty with respect to its HP Turbine water meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of major components.

KEY FEATURES

Roll-Sealed Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register design with flat glass for readability
- 1:1 ratio, low-flow indicator identifies leaks
- Bayonet mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

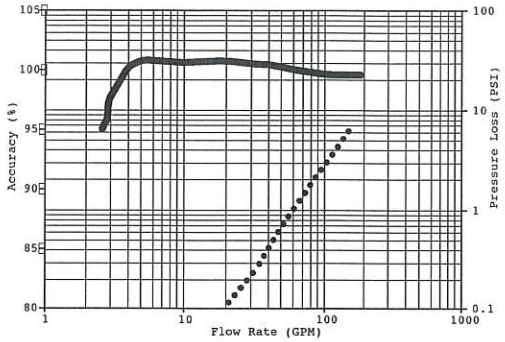
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 and 372 certified
- Compact design is lightweight and easy to handle
- Sturdy, durable, corrosion-resistant
- Resists internal pressure stresses and external damage
- Residual value

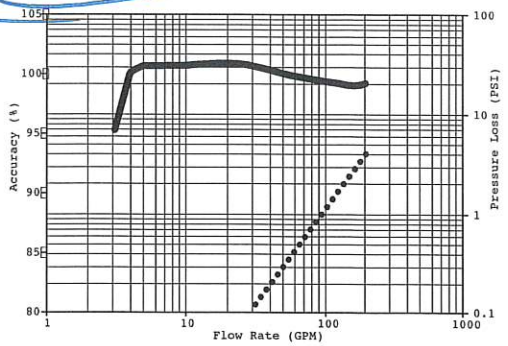
Turbine Measuring Element

- Excellent low-flow sensitivity and wide flow ranges available at 98.5% - 101.5% accuracy
- Direct coupling of rotor to gear train prevents slippage and ensures accurate registration
- Interchangeable measuring element allows for in-line service
- Hydrodynamically-balanced rotor
- Reusable O-ring gasket on 3" - 10" sizes

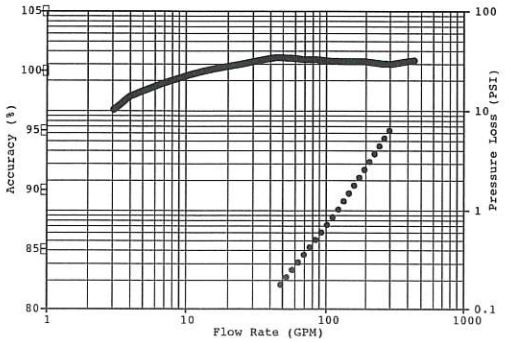
1½" Accuracy



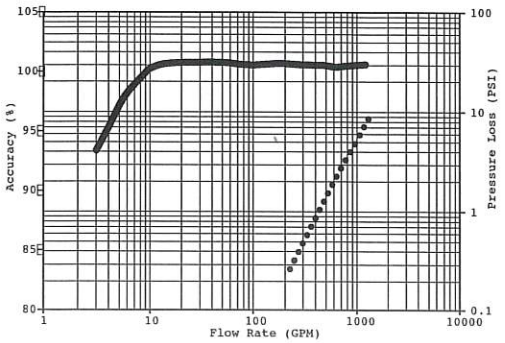
2" Accuracy



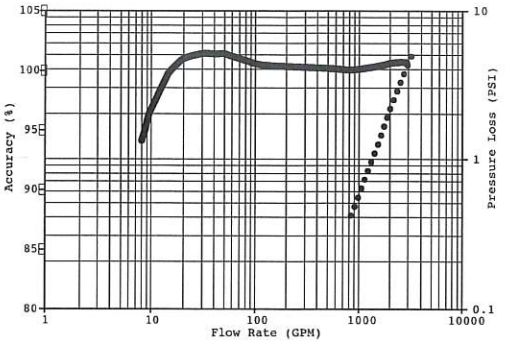
3" Accuracy



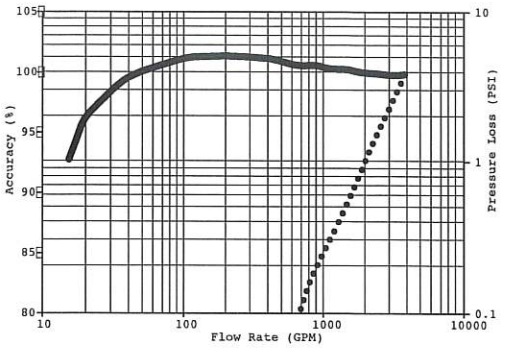
4" Accuracy



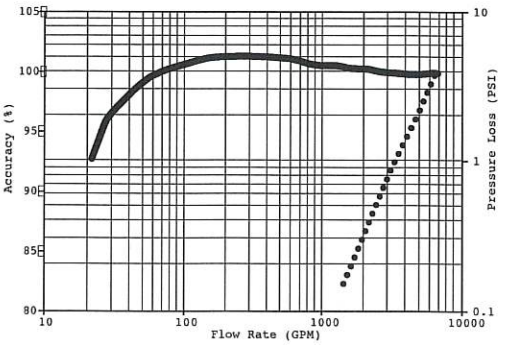
6" Accuracy



8" Accuracy



10" Accuracy





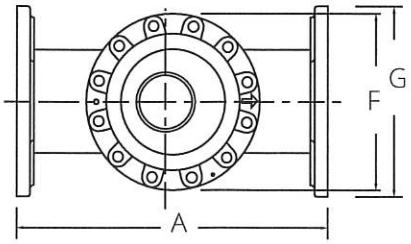
These charts show typical meter performance. Individual results may vary.

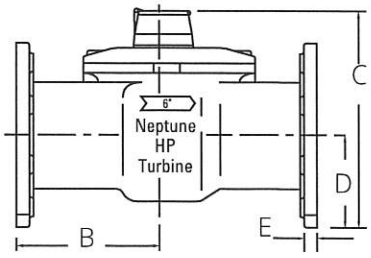
Operating Characteristics

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	Maximum Intermittent Flow	AWWA Standard
1½"	4 to 160 US gpm 0.91 to 36.3 m³/h	200 US gpm 45.4 m³/h	4 to 120 US gpm 0.91 to 27.3 m³/h
2"	4 to 200 US gpm 0.91 to 45.4 m³/h	250 US gpm 56.8 m³/h	4 to 190 US gpm 0.91 to 43.2 m³/h
3"	5 to 450 US gpm 1.14 to 102.2 m³/h	560 US gpm 127.2 m³/h	8 to 435 US gpm 1.8 to 98.8 m³/h
4"	10 to 1,200 US gpm 2.27 to 272.5 m³/h	1,500 US gpm 340.7 m³/h	15 to 750 US gpm 3.4 to 170.3 m³/h
6"	20 to 2,500 US gpm 4.55 to 567.8 m³/h	3,100 US gpm 704.1 m³/h	30 to 1,600 US gpm 6.8 to 306.6 m³/h
8"	35 to 4,000 US gpm 7.95 to 908.5 m³/h	5,000 US gpm 1135.6 m³/h	50 to 2,800 US gpm 11.4 to 635.9 m³/h
10"	50 to 6,500 US gpm 11.36 to 1476.3 m³/h	8,000 US gpm 1817 m³/h	75 to 4,200 US gpm 17.0 to 953.9 m³/h

Dimensions

Meter Size	A	B	C- STD	C- ProRead™	C- E-CODER®and ProCoder® Products	D	E	F	G	Weight
	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	lbs (kg)
1½"	10 (254)	6½ (165)	7⅛ (181)	7 9/16 (192)	7¾ (197)	1¾ (44)	¾ (19)	4½ (114)	5⅜ (137)	19 (8.6)
2"	10 (254)	6½ (165)	7⅝ (194)	8 1/16 (204.8)	8¼ (210)	2⅛ (54)	13/16 (21)	4½ (114)	5⅜ (137)	20 (9.1)
3"	12 (305)	6 (152)	10 (254)	10 7/16 (265.1)	10⅝ (270)	3¾ (95)	⅝ (16)	6¼ (159)	7½ (191)	40 (18.1)
4"	14 (356)	6½ (165)	10⅞ (276)	11 5/16 (287.3)	11½ (292)	4½ (114)	¾ (19)	8⅛ (206)	9 (229)	52 (23.6)
6"	18 (457)	8⅝ (219)	13 (330)	13 7/16 (341.3)	13⅝ (346)	5½ (140)	1 (25)	10¼ (260)	11 (279)	115 (52.2)
8"	20 (508)	9⅝ (244)	15½ (394)	15 15/16 (404.8)	16⅛ (409)	6¾ (171)	1⅛ (29)	10¼ (260)	13½ (343)	195 (88.4)
10"	26 (660)	12⅝ (321)	15½ (394)	15 15/16 (404.8)	16⅛ (409)	8 (203)	1¼ (32)	10¼ (260)	16 (406)	275 (124.7)





Specifications

Application

- Cold water measurement of flow in one direction

Maximum operating pressure:

- 175 psi (1206 kPa)

Maximum operating temperature:

- 80°F

Register

- Direct reading, center-sweep, roll-sealed, magnetic drive with low-flow indicator

Measuring element

- AWWA Class II Turbine, hydrodynamically-balanced rotor

Options

Sizes

- 1½", 2", 3", 4", 6", 8", 10"

Units of measure:

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types

- Remote reading systems*: ARB V, ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, TRICON/S, TRICON/E3

** Consult factory for meter performance specifications when fitted with ARB.*

- Reclaim

Companion flanges

- 1½" and 2" (oval): bronze
- 3", 4", 6": bronze or cast iron
- 8" and 10": cast iron

Strainer

- 1½"- 6" NSF/ANSI 61 lead free high copper alloy

Guaranteed Systems Compatibility

All HP Turbine water meters are guaranteed adaptable to our ARB® V, ProRead™ (ARB VI), ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

Registration

Registration (6-wheel odometer, per sweep hand revolution)		
	1½", 2", 3", 4"	6", 8", 10"
1,000 US Gallons		✓
1,000 Imperial Gallons		✓
100 US Gallons	✓	
100 Imperial Gallons	✓	
100 Cubic Feet		✓
10 Cubic Feet	✓	
10 Cubic Metres		✓
1 Cubic Metre	✓	

Register Capacity (6-wheel odometer)		
	1½", 2", 3", 4"	6", 8", 10"
1,000,000,000 US Gallons		✓
1,000,000,000 Imperial Gallons		✓
100,000,000 US Gallons	✓	
100,000,000 Imperial Gallons	✓	
100,000,000 Cubic Feet		✓
10,000,000 Cubic Feet	✓	
10,000,000 Cubic Metres		✓
1,000,000 Cubic Metres	✓	

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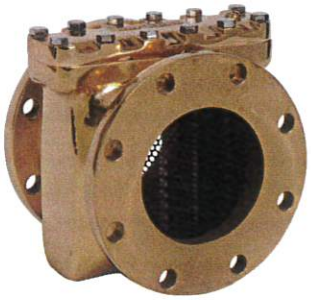
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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

Strainers

SIZES: 1½", 2", 3", 4", 6", 8", 10", and 12"



Neptune® strainers are designed and built for long-term, trouble-free performance in water pipeline service. They are specially designed for installation with HP Turbine or TRU/FLO® compound meters and are compatible with all other makes as well.

Neptune recommends that a strainer be installed with each HP Turbine or TRU/FLO Compound meter to prevent meter damage and to ensure accurate registration regardless of the configuration of the meter installation.

Performance

When installed at the inlet of a turbine or compound meter, the strainer performs two very important functions:

- It provides protection against damage to the turbine meter measuring element from debris or foreign material in the pipeline.
- The stainless steel, plate-type strainer element is designed to improve the velocity profile of the flow stream entering the meter. This velocity profile improvement optimizes turbine meter performance. Good metering practice normally requires 8 to 10 diameters of straight pipe at the meter inlet to minimize velocity profile distortion caused by upstream valves or other fittings. The Neptune strainer reduces this long straight-run requirement and simplifies meter installation.

Construction

Neptune strainers are built of the highest-quality, time-proven materials available for water pipeline service. Strainer bodies and covers in 1½" through 10" sizes are made of lead free, high-copper alloy. A 12" body is available in an epoxy-coated steel. Strainer elements and cover bolts in all sizes are stainless steel.

Neptune strainers are rated at 150 psi working pressure. Each strainer is hydrostatically tested at 300 psi before shipment to ensure hydraulic integrity.

KEY FEATURES

Lead free, high-copper alloy; chemical and corrosion resistant

NSF/ANSI 61 certified and NSF/ANSI 372 compliant

Low head loss

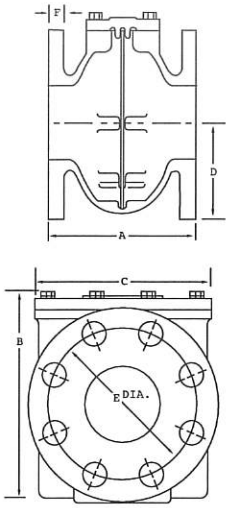
Stainless steel strainer plate and cover bolts

Height to center line matches Neptune HP Turbines for easy installation

In-line serviceability

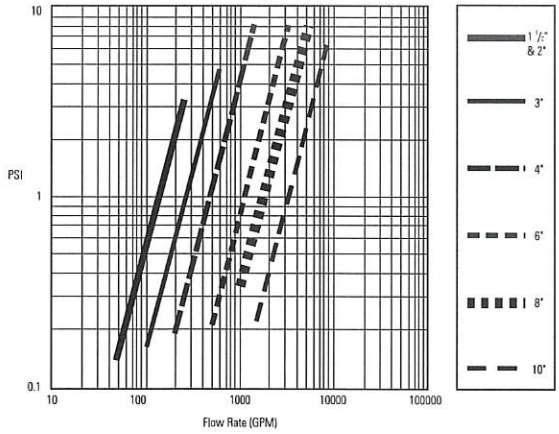
Dimensions

Meter Size	A in/mm	B in/mm	C in/mm	D in/mm	E in/mm	F in/mm	No. of Holes	Hole Dia. in/mm	Weight lbs/ kg
1 ½"	7 178	6 152	5 ¼ 133	2 ⅛ 54	4 ½ 114	¾ 19	2	¾ 19	15 6.8
2"	7 178	6 152	5 ¼ 133	2 ⅛ 54	4 ½ 114	¾ 19	2	¾ 19	15 6.8
3"	6 152	8 ½ 216	8 ¾ 222	3 ¾ 95	6 152	⅝ 16	4	¾ 19	30 13.6
4"	7 ½ 191	9 ¾ 248	10 ½ 267	4 ½ 114	7 ½ 191	11/16 17	8	¾ 19	42 19.0
6"	9 229	11 ¾ 298	11 ½ 292	5 ½ 140	9 ½ 241	⅞ 22	8	⅞ 22	70 31.8
8"	10 254	14 356	13 ½ 343	6 ¾ 171	11 ¾ 298	1 ⅛ 29	8	⅞ 22	120 54.5
10"	15 381	18 ¼ 464	18 ¼ 464	8 203	14 ¼ 362	1 3/16 30	12	1 25	160 72.6
12"	16 ⅞ 429	19 483	22 ½ 572	9 ½ 241	17 432	11/16 17	12	1 25	400 181



Pressure Loss

This chart shows typical meter performance. Individual results may vary.



Options

Lead free, high-copper alloy

Epoxy-coated steel

Maximum Operating Pressure

150 psi

Part Numbers

Lead Free, High-Copper Alloy

- 1½" 53145-000
- 2" 53120-000
- 3" 53107-000
- 4" 53107-100
- 6" 52000-201
- 8" 52000-304
- 10" 52000-402

Lead Free, Epoxy-Coated Steel

- 12" 12790-000

Warranty

Neptune provides a limited warranty for performance, materials, and workmanship. See warranty statement for details.

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Easy Installation, Seamless Integration

Neptune® ProCoder)R900*i*™



The Neptune® ProCoder)R900*i*™ is designed as an all-in-one package – pairing absolute encoder technology with the reliable connectivity of any Neptune R900® System endpoint. The ProCoder register provides an easy-to-read high resolution mechanical wheel bank combined with flexible AMR/AMI connectivity and is compatible with any Neptune mechanical meter. Integrated endpoints eliminate the hassle of wiring while reliably delivering accurate data to optimize system performance, improve customer service, and support water conservation initiatives.

- Eliminate the hassle of endpoint programming and wiring
- Flexible meter reading options with simultaneous AMR/AMI capabilities
- Peace of mind with access to 96 days of stored history
- Prevent tampering and environmental damage with no external wires
- Improve quality of service and billing accuracy with detailed consumption data
- Reduce inventory with an all-in-one register and endpoint package
- Pinpoint trouble areas quickly with flags that identify leaks, reverse flow, and tampering
- Streamline testing and onsite troubleshooting with an easy-to-read odometer and high-resolution sweep hand

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Endpoint Specifications

Electrical Specifications

- Endpoint Power: Lithium battery with capacitor

Transmitter Specifications:

- Two-way endpoint
- Transmissions
  - Standard mobile message
  - Standard fixed network message
  - LoRa® fixed network message (only on LoRaWAN® model)
- Transmitter Channels:
  - 50 (R900 mobile and fixed network messages)
  - 64 (LoRa fixed network message)
- FCC Verification: Part 15.247
  - Channel Frequency:
- 902 to 928 MHz
  - Frequency hopping, spread-spectrum
- Meter Reading & Flag Interval:
  - Every 15 minutes
  - Leak, Backflow, Tamper
- Data Logging Interval:
  - 96 days of hourly data

Environmental Conditions

- Operating Temperature: -22°F to +149°F (-30°C to +65°C)
- Storage Temperature: -40°F to +158°F (-40°C to +70°C)
- Operating Humidity: 100% condensing, fully submersible (Pit Set version only)

Materials

- Register Housing:
  - Engineered polymer
  - Roll-sealed copper (Pit Set version only)
- Lens:
  - Tempered Glass (Pit Set)
  - Plastic (Inside Set)

Antennas

- Internal antenna (not available on LoRaWAN)
- Optional through-the-lid antenna
- 18" coax
- 6' coax
- 20' coax

Resolution & Capacity

High Resolution (8-digit reading)

	Size	G	ft³	m³
T-10 (Includes disc side of TRU/FLO)	⅝", ¾", 1"	0.1	0.01	0.001
T-10 (Includes disc side of HPPIII)	1½", 2"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1½", 2", 3", 4"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	10	1	0.1

Register Capacity

	Size	G	ft³	m³
T-10®(Includes disc side of TRU/FLO®)	⅝", ¾", 1"	10,000,000	1,000,000	100,000
T-10 (Includes disc side of HPPIII)	1½", 2"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1½", 2", 3", 4"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	1,000,000,000	100,000,000	10,000,000

ProCoder Registration (Per Sweep Hand Revolution)

Type	Size	G	ft³	m³
T-10	⅝", ¾", 1"	0.1	0.01	0.001
T-10 (Includes disc side of HPPIII)	1½", 2"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1½", 2", 3", 4"	10	1	0.1
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	100	10	1

Options

Compatibility

- Available for every size Neptune mechanical meter
- Handhelds with belt clip transceiver – mobile RF
- Mobile data collector RF
- Gateway – fixed network RF
- LoRaWAN gateway – fixed network

Units of Measure

- U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Warranty

- Neptune provides a limited warranty for performance, materials, and workmanship. See warranty statement for details.

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Engineering Specification

Job Name: Fire Station 2" RPZ Backflow Preven
Job Location: David City, NE
Engineer: Anthony Kobus
Approval:

Contractor: City of David City
Approval:
Contractor's P.O. No.:
Representative: MSI of Omaha

LEAD FREE*

Series LF919

Reduced Pressure Zone Assembly

½" – 2"

Series LF919 Reduced Pressure Zone Backflow assembly protects potable water supplies in accordance with national plumbing codes and water authority requirements. This series can be used in a variety of installations, including prevention of health hazard cross-connections or containment at the service line entrance.

This series features two poppet-style check valves, replaceable check seats, and an intermediate relief valve. Its compact modular design facilitates maintenance and assembly access. Sizes ½" to 1" shutoffs have tee handles. The assembly features Lead Free* construction to comply with Lead Free* installation requirements.

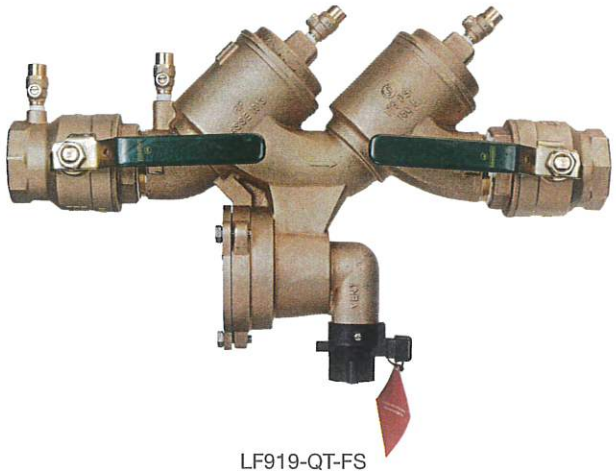
Series LF919 includes a flood sensor to detect excessive water discharges from the relief valve. The sensor is installed on the assembly exterior and does not alter assembly functions or certifications. The sensor relays a signal that triggers notification to facility personnel for corrective action, thus limiting flooding and costly damage.

NOTICE

An add-on connection kit is required to activate the flood sensor. Without the connection kit, the flood sensor is a passive component that has no communication with any other device. (For more information download RP/IS-LF919.)

Features

- Separate access covers for the check valves and relief valve to ease maintenance
- Top entry for easy accessibility to all check internals
- All rubber elastomers of chloramine resistant material
- Check valve poppet assemblies fully steered by innovative plastic seat guide
- Replaceable push-in check valve and relief valve seats to eliminate threads from the water way
- EZ twist relief valve cover quarter-turn locking joint to capture the spring load during repair and to facilitate disassembly
- Innovative check valve plastic cover bushing for trouble-free guiding of the check valve poppet



LF919-QT-FS

- Bottom-mounted relief valve for reduced installation clearances
- Compact, space saving design
- No special tools required for servicing
- Top-mounted test cocks for ease in testing and reduced installation clearances
- Standardly furnished with NPT body connections
- Sensor on the relief valve for flood detection
- Flood alert feature activated with add-on sensor connection kit, compatible with BMS and cellular communication

NOTICE

Use of the flood sensor does not replace the need to comply with all required instructions, codes, and regulations related to installation, operation, and maintenance of this product, including the need to provide proper drainage in the event of a discharge.

Watts is not responsible for the failure of alerts due to connectivity or power issues.

NOTICE

The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.

Inquire with governing authorities for local installation requirements.

*The wetted surface of this product contacted by consumable water contains less than 0.25% of lead by weight.

Watts product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact Watts Technical Service. Watts reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on Watts products previously or subsequently sold.

WATTS®

Specification

A Reduced Pressure Zone assembly shall be installed at each potential health hazard location to prevent backflow due to backsiphonage and/or backpressure. The assembly shall consist of a pressure differential relief valve located in a zone between two positive seating check valves. Seats and seat discs shall be replaceable in both check valves and the relief valve without the use of special tools. Service of all internal check valve components shall be through top-mounted access covers threaded to the main valve body. The check valve poppet assembly shall be steered through the use of a corrosion resistant plastic guide. The check valve and relief valve seats shall be push-in type. The relief valve cover shall be secured with stainless steel bolts and shall utilize a quarter-turn locking joint to capture the spring load of the relief valve. The relief valve shall have an internal sensing line to sense the inlet water supply. All rubber elastomers shall be of chloramine resistant material. The assembly shall also include two resilient seated isolation valves, four top-mounted resilient seated test cocks, and an air gap drain fitting. The Lead Free* Reduced Pressure Zone assembly shall comply with state codes and standards, where applicable, requiring reduced lead content. The assembly shall be a Watts Series LF919, and shall include a sensor on the relief valve for flood detection.

Materials

Body	Lead Free* cast copper silicon alloy
Discs	Silicone rubber
Check Seats	Replaceable polymer
Cover Bolts	Stainless steel

Model/Option

FS	Flood detection sensor
QT	Quarter-turn ball valves
S	Bronze strainer

Approvals

ASSE 1013 · UPC · CSA C US · NSF Certified to NSF/ANSI/CAN 61-G — USC-FCCCHR

Approved by the Foundation for Cross-Connection Control and Research at The University of Southern California, sizes ¾" to 2".

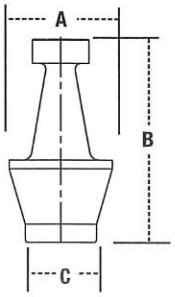
Insulated Enclosure

The WattsBox insulated enclosure is available for this assembly. For more information download ES-WB at watts.com.

Pressure — Temperature

Temperature Range	33°F – 180°F (0.5°C – 82°C)
Maximum Working Pressure	175 psi (12.1 bar)

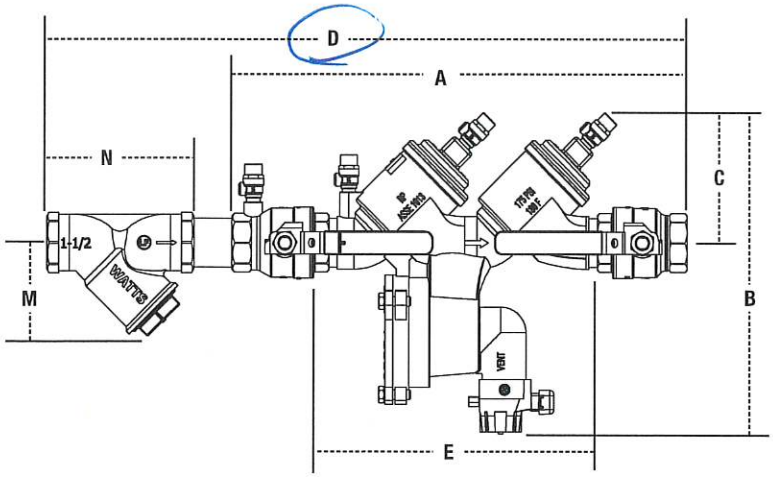
Air Gaps

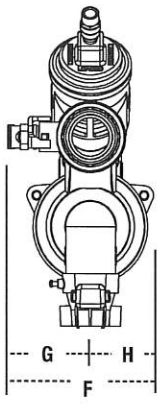


Call customer service if you need assistance with technical details.

MODEL	SIZE	DIMENSIONS						WEIGHT	
		A		B		C (NPT)			
		in.	mm	in.	mm	in.	mm	lb	kg
919AGC	½" – 1"	2⅜	60	3⅛	79	½	13	0.63	0.28
909AGC	1¼" – 2"	3¼	83	4⅞	124	1	25	1.50	0.68

Dimensions — Weights



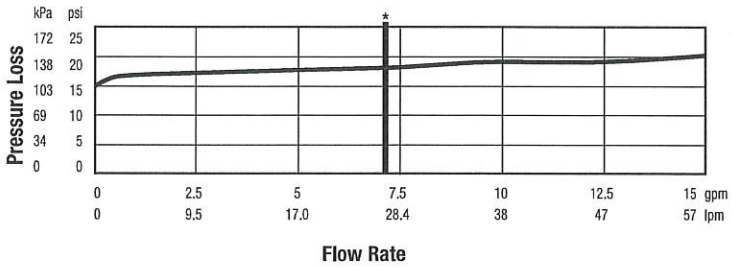


SIZE	DIMENSIONS																STRAINER DIMENSIONS				WEIGHT	
	A		B		C		D		E (LF)		F		G		H		M		N			
in.	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	lb	kg
½	9½	241	8⅜	213	2⅞	73	12¾	324	5¾	146	3⅜	86	1⅞	48	1⁹⁄₁₆	40	2¾	70	2¼	57	5.8	2.6
¾	12⅛	307	8¹⁵⁄₁₆	227	3½	88	15½	393	7¹¹⁄₁₆	195	3⅝	92	2¹⁄₁₆	52	1⁹⁄₁₆	40	1⅝	41	3³⁄₁₆	81	8.3	3.7
1	14½	368	9½	241	3⅞	98	19³⁄₁₆	487	9³⁄₁₆	233	4	102	2⁷⁄₁₆	62	1⁹⁄₁₆	40	2⅛	54	3¾	95	11.8	5.4
1¼	18⅛	461	12¹⁵⁄₁₆	329	5⅛	129	23¼	591	11¹¹⁄₁₆	297	5⅛	130	2⅝	67	2½	64	2½	64	4⁷⁄₁₆	113	22.3	10.1
1½	18¾	476	12¹⁵⁄₁₆	329	5⅛	129	25¹⁄₁₆	637	11¹¹⁄₁₆	297	5⅝	143	3⅛	79	2½	64	3	76	4⅞	124	28.3	12.8
2	21¹¹⁄₁₆	535	13⁹⁄₁₆	345	5⅝	142	28¹³⁄₁₆	732	13⅜	340	5¹⁵⁄₁₆	151	3⁷⁄₁₆	87	2½	64	3⁹⁄₁₆	90	5¹⁵⁄₁₆	151	37.3	16.9

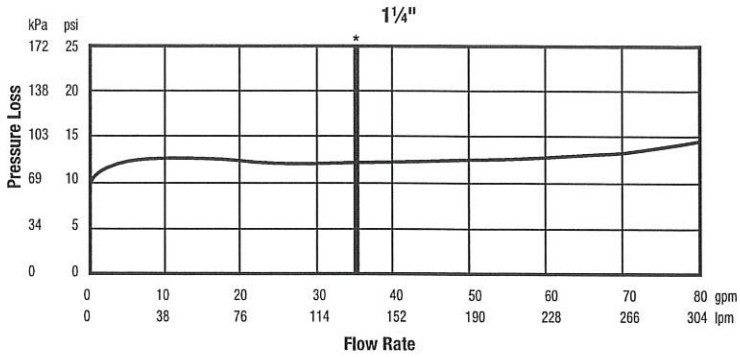
Capacity

The asterisk (*) indicates typical maximum system flow rate (7.5 ft/sec; 2.3 m/sec).

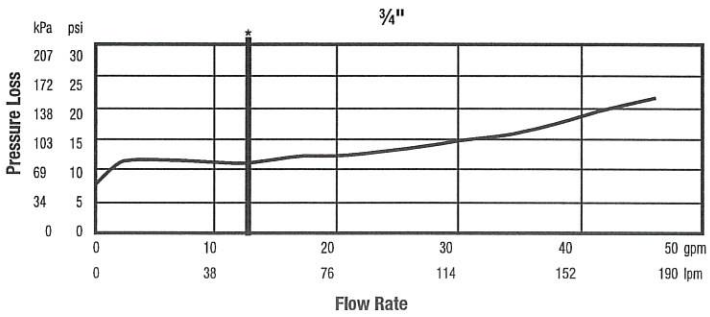
½"



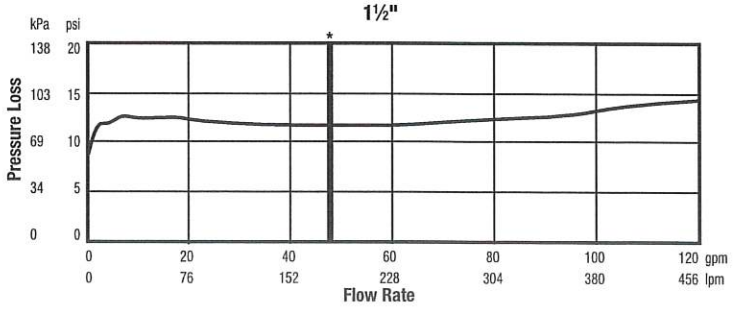
1¼"



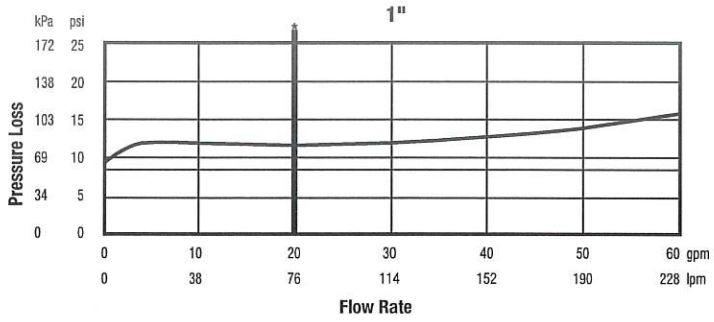
¾"



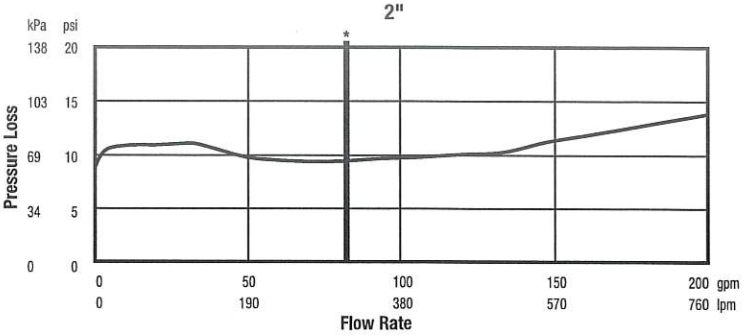
1½"



1"



2"

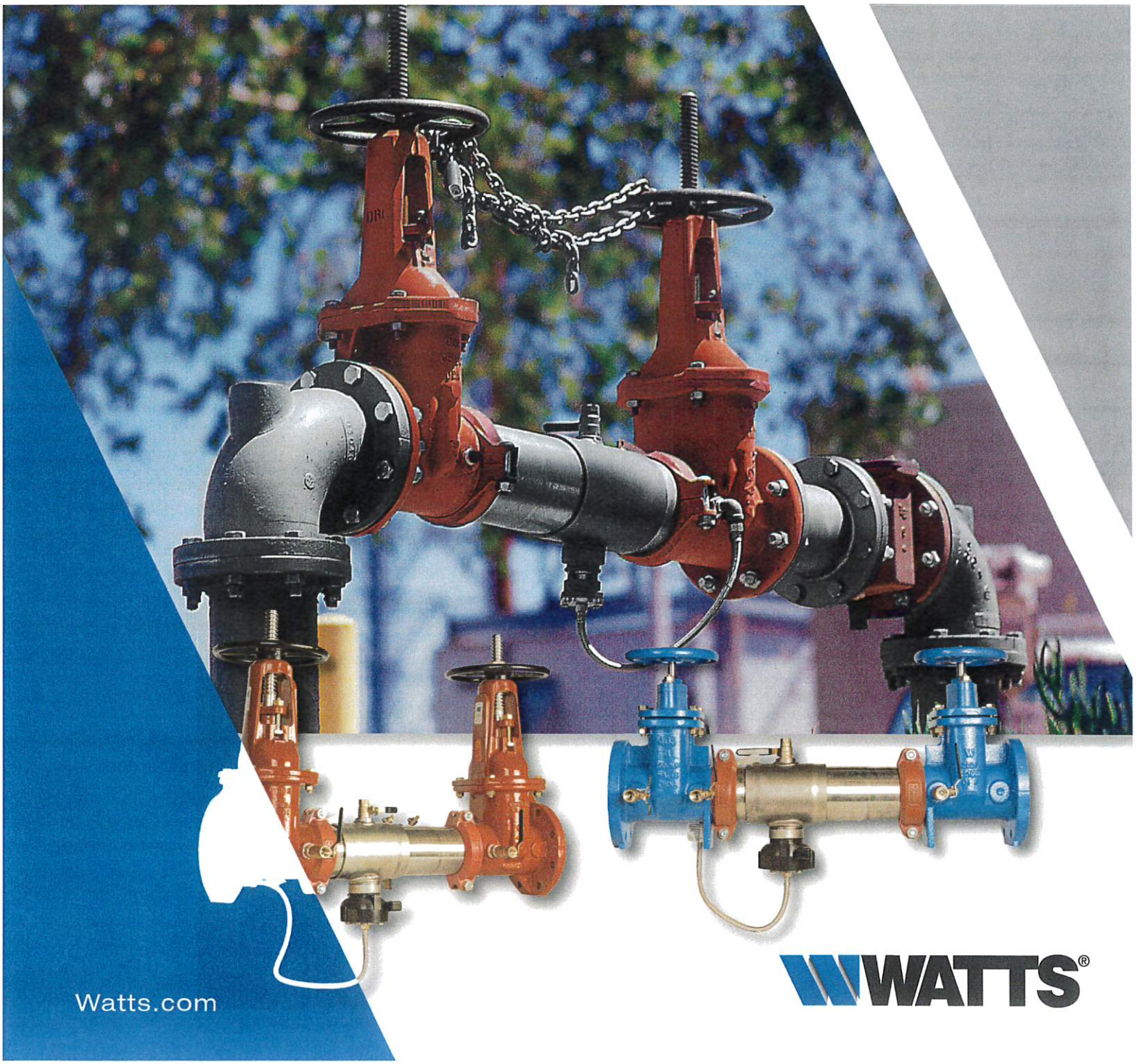


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Canada: T: (888) 208-8927 • Watts.ca
Latin America: T: (52) 55-4122-0138 • Watts.com

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Series 957 with Flood Sensor

957 Reduced Pressure Zone Assembly
957RPDA Reduced Pressure Detector Assembly



Watts.com

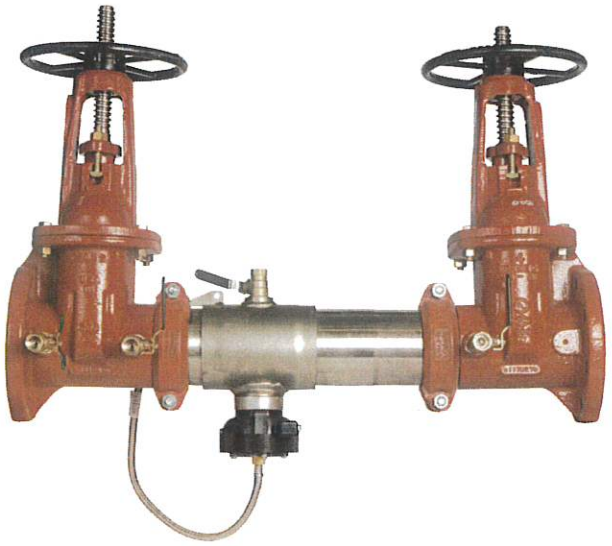
WATTS®

Superior Backflow Protection from Watts

When it comes to protecting the health and safety of people, why choose anything but the best? SilverEagle® Series 957 backflow prevention assemblies incorporate the latest design features to protect against contamination at health hazard cross-connections. The SilverEagle series consists of the most compact and lightest assemblies, each offering the most flexibility of any backflow assembly in the industry. Specify the valve with safety at its core! Series 957, 957RPDA, and LF957RPDA assemblies include a flood sensor that detects excessive relief valve discharges and triggers an alert system to send notification of potential flood events. An add-on connection kit is required to implement sensor activation. The alert system can be used with building management systems or cellular communication networks. Existing installations can be upgraded with a retrofit connection kit.

Features

- Available with quarter-turn ball valve shutoffs (2½" to 4")
- Most compact design in the industry
- Entire valve body and closure sleeve manufactured from 300 Series stainless steel
- Approved with gate valves or UL Classified and FM Approved butterfly valves
- Approved for horizontal, N-pattern, and Z-pattern installations
- Utilizes groove connections for ease of installation and pipe alignment
- Independent torsion spring check modules for ease of serviceability
- Compact design allows for use of small enclosures
- Replaceable check disc rubber
- Bottom-mounted cast stainless steel relief valve
- Sensor on relief valve for flood detection, activated by add-on connection kit



Assembly Characteristics

Lay Length

Compare 4" Reduced Pressure Assembly with Shutoff Valves

Backflow Assembly	Lay Length (in.)	Longer Than Watts
Watts 957	33.7	
Wilkins 375 w/OS&Y - BF 375	37.5	11%

Assembly Weight

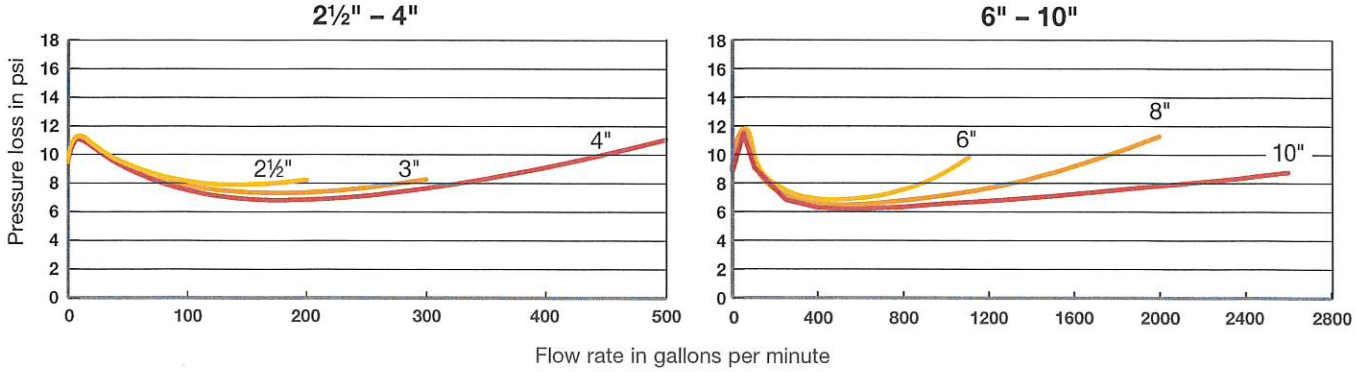
Compare 4" Reduced Pressure Assembly with Shutoff Valves

Backflow Assembly	Assembly Weight (lb)	Heavier than Watts
Watts 957	87	
Wilkins 375 w/OS&Y - BF 375	288	202%

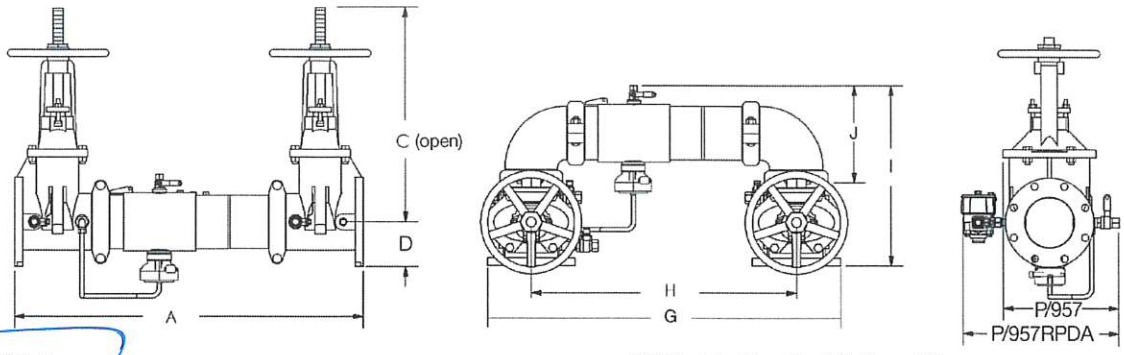
Typical Flow Rates @ 15 FPS

Size	GMP	Size	GMP
2½"	224	6"	1350
3"	350	8"	2400
4"	500	10"	3700

Certified Flow Characteristics



Dimensions and Weight



With Gate Valves

Size	A	C	D	H	I	P		Weight* (lb)	
						RPZ	RPDA	RPZ	RPDA
2½"	31"	16⅜"	6½"	22"	15½"	9⅜16"	13⅜16"	128	142
3"	31 11⁄16"	18⅞"	6 11⁄16"	22¾"	17⅛"	10½"	14½"	148	162
4"	33 11⁄16"	22¾"	7"	24"	18½"	11⅜16"	15⅜16"	164	178
6"	43½"	30⅛"	8½"	33¾"	23⅜16"	15"	19"	298	312
8"	50"	37¾"	9 11⁄16"	40⅝"	27 7⁄16"	17⅜16"	21⅜16"	483	491
10"	57½"	45¾"	11⅜16"	50"	32½"	20"	24"	783	797

With Butterfly Valves**

Size	G	H	I	J	P		Weight* (lb)	
					RPZ	RPDA	RPZ	RPDA
2½"	32½"	23½"	15½"	9½"	11 13⁄16"	15 13⁄16"	67	81
3"	34"	24½"	16 5⁄16"	10 1⁄16"	12⅛"	16⅛"	80	84
4"	35⅝"	26"	17⅜16"	10 15⁄16"	12⅝"	16⅝"	87	101
6"	46½"	35 12⁄16"	20½"	13½"	15"	19"	160	174

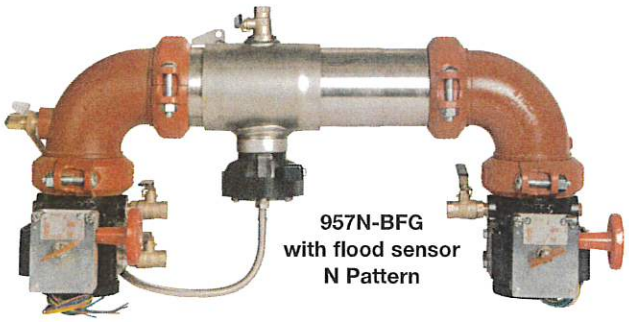
With Quarter-Turn Ball Valves

Size	A	C	D	G	H	I	J	P	Weight* (lb)	
									QT	QTN
2½"	27½"	4⅞"	6⅞"	30¼"	21½"	16 1⁄16"	11⅜"	11 5⁄16"	46	57
3"	28"	4⅞"	6⅞"	30¼"	22¼"	16 9⁄16"	11⅜"	11 5⁄16"	56	67
4"	28¾"	4⅞"	6⅞"	30¼"	23½"	18 5⁄16"	11⅜"	11 5⁄16"	76	87

*For N-pattern weights, refer to ES-957/957N/957Z and ES-957RPDA/957NRPDA/957ZRPDA at watts.com.

**UL Classified and FM Approved

Available with Butterfly Valves or Quarter-Turn Ball Valves



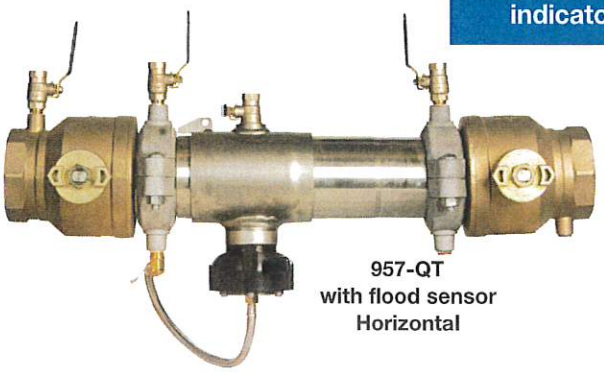
957N-BFG
with flood sensor
N Pattern

Advantages of UL Classified & FM Approved Butterfly Valves

- Butterfly valves have built-in tamper switch wiring
- Backflow assembly is lighter and more compact
- Groove couplings ease installation and pipe alignment
- All butterfly valves display flow indicator flag

Advantages of Quarter-Turn Ball Valves

- Positive drip tight closure
- Fast quarter-turn operation
- Available in sizes 2½" to 4"
- Available for N-pattern, Z-pattern, and horizontal installations
- Low operating torque



957-QT
with flood sensor
Horizontal

Installation Guidelines

Most field problems occur because dirt or debris present in the system at the time of installation becomes trapped in the first check seating area, resulting in a low or zero differential across the first check. The system should be flushed before the backflow valve is installed. If the system is not flushed until after the backflow assembly is installed, remove both check modules from the valve and open the inlet shutoff to allow water to flow for a sufficient time to flush debris from the water line. If debris in the water system continues to cause fouling, a strainer should be installed ahead of the backflow preventer to protect all internal components from unnecessary fouling.

⚠ CAUTION

Do not install a strainer ahead of the backflow preventer on seldom-used, emergency water lines (that is, fire sprinkler lines). The strainer mesh could potentially become clogged with debris present in the water and cause water blockage during an emergency.

Series 957 and 957RPDA can be installed in a horizontal, N pattern, or Z pattern as long as the backflow assembly is installed in accordance with the direction of the flow arrow on the assembly and the local water authority approves the installation.

Proper installation of the assembly allows adequate clearance around the valve for inspection, testing, and servicing. A minimum clearance of 12 inches is needed between the lower portion of the assembly and the floor or grade.

Cutaway View — Full Flow Operation

Normal Operation

In normal flowing operation the independent check valves are open and the pressure differential relief valve located between the two check valves is closed. The relief valve automatically opens and closes to maintain the zone pressure at least 2 psi lower than the inlet pressure. If flow stops and one of the check valves is fouled, the differential pressure relief valve automatically opens and discharges water to maintain the zone at a pressure of 2 psi lower than the inlet pressure.

Application

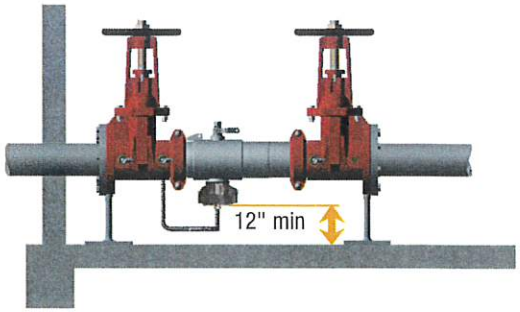
Series 957. Pressure Zone Assemblies provide protection to the potable water system from contamination in accordance with national plumbing codes. These assemblies are used in health-hazard applications for protection against both backsiphonage and backpressure.

Series 957RPDA. Pressure Detector Assemblies are installed on fire protection systems connected to the public water supply in a health-hazard application. Series 957RPDA has the same features as Series 957 but is used to monitor unauthorized use of water from the fire protection system.

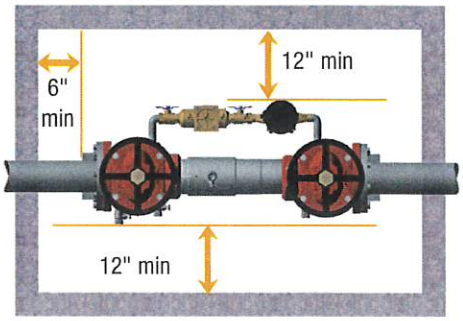
Specification

The Reduced Pressure Zone assembly shall consist of two independent torsion spring check modules, a differential pressure relief valve located between and below the two modules, drip tight inlet and outlet shutoff valves, and required test cocks. Both torsion spring check modules shall be contained within a sleeve housing constructed from 300 Series stainless steel. Torsion spring checks shall have reversible elastomer discs and in operation shall produce drip tight closure against reverse flow caused by backpressure or backsiphonage. The assembly shall be a Watts 957/957RPDA.

Interior Installation



Enclosure Installation



Characteristics and Materials

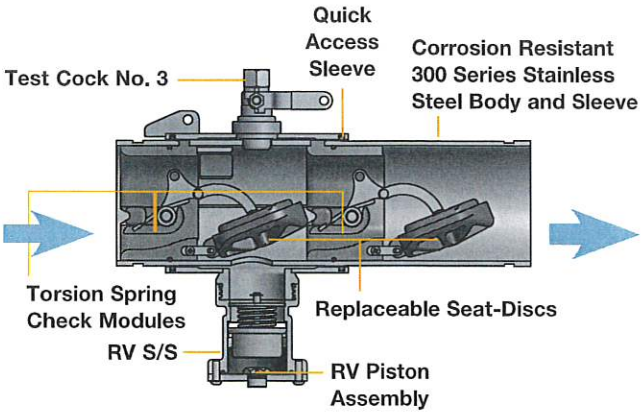
Rated Working Pressure
175 psi

Temperature Range
33°F – 140°F

Body Construction
300 Series stainless steel

End Connections
Groove per AWWA C-606 (IPS) or Flange per ANSI B16.1, Class 125

Sizes 2½" to 4" available with threaded QT ball valve shutoffs (Series 957)



WATTS®

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Canada: T: (888) 208-8927 • Watts.ca
Latin America: T: (52) 55-4122-0138 • Watts.com

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

High Performance Turbine Meter



Neptune® High Performance (HP) Turbine water meters offer some of the widest flow ranges of any turbine meters on the market.

All HP Turbine water meters meet or exceed the latest performance and accuracy requirements of AWWA C701 and maximum continuous flow rates may be exceeded by as much as 25% for intermittent periods.

Construction

Each HP Turbine consists of a rugged, lead free, high-copper alloy maincase, an AWWA Class II turbine measuring element, and a roll-sealed register. The maincase is corrosion-resistant, lightweight, and compact. Inlet and outlet connections are flanged. Strainers are available to prevent debris from entering the meter and to reduce the effects of uneven water flow due to upstream piping variations.

The unitized measuring element (UME) allows for quick, easy, in-line interchangeability. Water volume is measured accurately at all flows by a specially-designed assembly. The hydrodynamically-balanced, thrust-compensated rotor relieves pressure on the thrust bearings to minimize wear and provide sustained accuracy over an extended operating life. Direct coupling of the rotor to the gear train eliminates revenue loss due to slippage during fast starts and line surges. A calibration vane allows in-field calibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

Application

The HP Turbine water meter is designed for applications where flow rates are consistently moderate to high.

Systems Compatibility

Adaptability to all present and future systems for flexibility.

Warranty

Neptune provides a limited warranty with respect to its HP Turbine water meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of major components.

KEY FEATURES

Roll-Sealed Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register design with flat glass for readability
- 1:1 ratio, low-flow indicator identifies leaks
- Bayonet mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

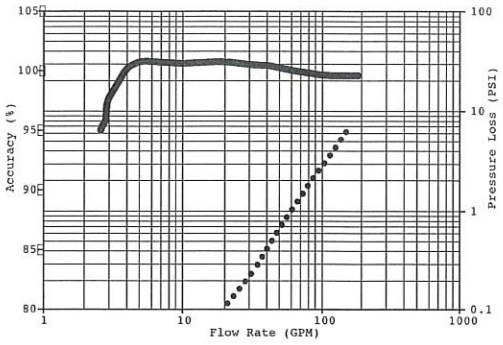
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 and 372 certified
- Compact design is lightweight and easy to handle
- Sturdy, durable, corrosion-resistant
- Resists internal pressure stresses and external damage
- Residual value

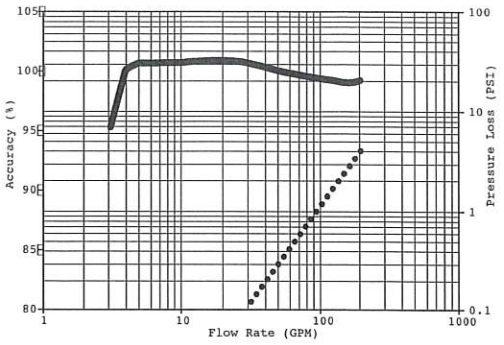
Turbine Measuring Element

- Excellent low-flow sensitivity and wide flow ranges available at 98.5% - 101.5% accuracy
- Direct coupling of rotor to gear train prevents slippage and ensures accurate registration
- Interchangeable measuring element allows for in-line service
- Hydrodynamically-balanced rotor
- Reusable O-ring gasket on 3" - 10" sizes

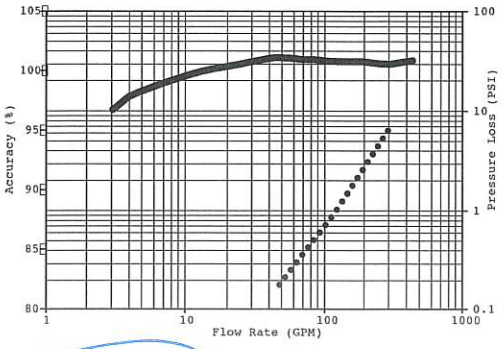
1½" Accuracy



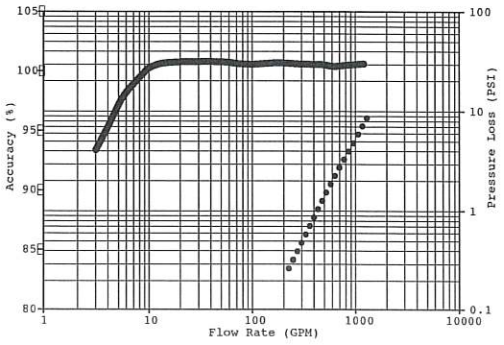
2" Accuracy



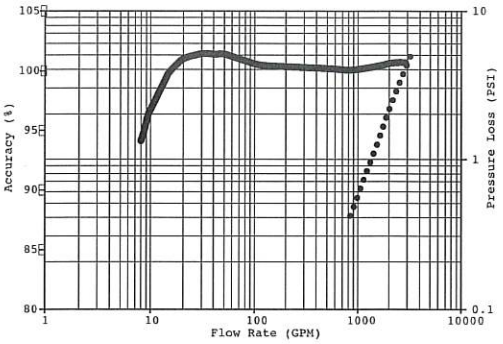
3" Accuracy



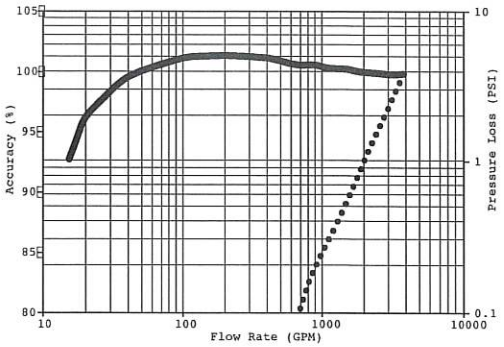
4" Accuracy



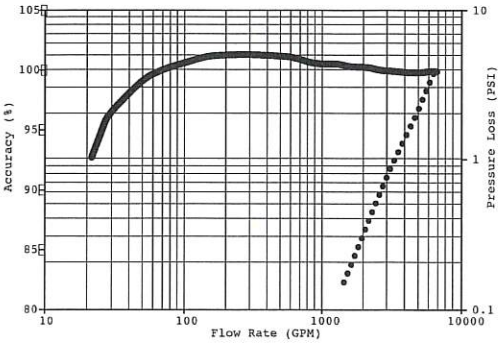
6" Accuracy



8" Accuracy



10" Accuracy



Accuracy

Head Loss

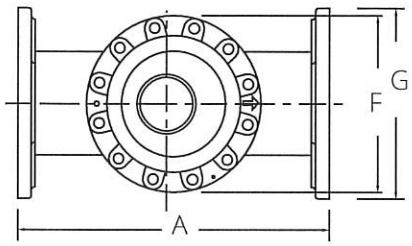
These charts show typical meter performance. Individual results may vary.

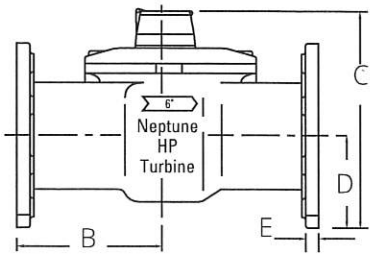
Operating Characteristics

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	Maximum Intermittent Flow	AWWA Standard
1½"	4 to 160 US gpm 0.91 to 36.3 m³/h	200 US gpm 45.4 m³/h	4 to 120 US gpm 0.91 to 27.3 m³/h
2"	4 to 200 US gpm 0.91 to 45.4 m³/h	250 US gpm 56.8 m³/h	4 to 190 US gpm 0.91 to 43.2 m³/h
3"	5 to 450 US gpm 1.14 to 102.2 m³/h	560 US gpm 127.2 m³/h	8 to 435 US gpm 1.8 to 98.8 m³/h
4"	10 to 1,200 US gpm 2.27 to 272.5 m³/h	1,500 US gpm 340.7 m³/h	15 to 750 US gpm 3.4 to 170.3 m³/h
6"	20 to 2,500 US gpm 4.55 to 567.8 m³/h	3,100 US gpm 704.1 m³/h	30 to 1,600 US gpm 6.8 to 306.6 m³/h
8"	35 to 4,000 US gpm 7.95 to 908.5 m³/h	5,000 US gpm 1135.6 m³/h	50 to 2,800 US gpm 11.4 to 635.9 m³/h
10"	50 to 6,500 US gpm 11.36 to 1476.3 m³/h	8,000 US gpm 1817 m³/h	75 to 4,200 US gpm 17.0 to 953.9 m³/h

Dimensions

Meter Size	A	B	C-STD	C-ProRead™	C-E-CODER®and ProCoder® Products	D	E	F	G	Weight
	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	lbs (kg)
1½"	10 (254)	6½ (165)	7⅛ (181)	7⁹⁄₁₆ (192)	7¾ (197)	1¾ (44)	¾ (19)	4½ (114)	5⅜ (137)	19 (8.6)
2"	10 (254)	6½ (165)	7⅝ (194)	8¹⁄₁₆ (204.8)	8¼ (210)	2⅛ (54)	¹³⁄₁₆ (21)	4½ (114)	5⅜ (137)	20 (9.1)
3"	12 (305)	6 (152)	10 (254)	10⁷⁄₁₆ (265.1)	10⅝ (270)	3¾ (95)	⅝ (16)	6¼ (159)	7½ (191)	40 (18.1)
4"	14 (356)	6½ (165)	10⅞ (276)	11⁵⁄₁₆ (287.3)	11½ (292)	4½ (114)	¾ (19)	8⅛ (206)	9 (229)	52 (23.6)
6"	18 (457)	8⅝ (219)	13 (330)	13⁷⁄₁₆ (341.3)	13⅝ (346)	5½ (140)	1 (25)	10¼ (260)	11 (279)	115 (52.2)
8"	20 (508)	9⅝ (244)	15½ (394)	15¹⁵⁄₁₆ (404.8)	16⅛ (409)	6¾ (171)	1⅛ (29)	10¼ (260)	13½ (343)	195 (88.4)
10"	26 (660)	12⅝ (321)	15½ (394)	15¹⁵⁄₁₆ (404.8)	16⅛ (409)	8 (203)	1¼ (32)	10¼ (260)	16 (406)	275 (124.7)





Specifications

Application

- Cold water measurement of flow in one direction

Maximum operating pressure:

- 175 psi (1206 kPa)

Maximum operating temperature:

- 80°F

Register

- Direct reading, center-sweep, roll-sealed, magnetic drive with low-flow indicator

Measuring element

- AWWA Class II Turbine, hydrodynamically-balanced rotor

Guaranteed Systems Compatibility

All HP Turbine water meters are guaranteed adaptable to our ARB® V, ProRead™ (ARB VI), ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

Options

Sizes

- 1½", 2", 3", 4", 6", 8", 10"

Units of measure:

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types

- Remote reading systems*: ARB V, ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, TRICON/S, TRICON/E3

** Consult factory for meter performance specifications when fitted with ARB.*

- Reclaim

Companion flanges

- 1½" and 2" (oval): bronze
- 3", 4", 6": bronze or cast iron
- 8" and 10": cast iron

Strainer

- 1½"- 6" NSF/ANSI 61 lead free high copper alloy

Registration

Registration (6-wheel odometer, per sweep hand revolution)		
	1½", 2", 3", 4"	6", 8", 10"
1,000 US Gallons		✓
1,000 Imperial Gallons		✓
100 US Gallons	✓	
100 Imperial Gallons	✓	
100 Cubic Feet		✓
10 Cubic Feet	✓	
10 Cubic Metres		✓
1 Cubic Metre	✓	

Register Capacity (6-wheel odometer)		
	1½", 2", 3", 4"	6", 8", 10"
1,000,000,000 US Gallons		✓
1,000,000,000 Imperial Gallons		✓
100,000,000 US Gallons	✓	
100,000,000 Imperial Gallons	✓	
100,000,000 Cubic Feet		✓
10,000,000 Cubic Feet	✓	
10,000,000 Cubic Metres		✓
1,000,000 Cubic Metres	✓	

NEPTUNE TECHNOLOGY GROUP

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Municipal Supply, Inc.

Municipal, Contractors & Industrial Supplies
21644 William Circle *Gretna, NE 68028*
402-408-0500 *1-844-417-7370*
FAX 402-408-0499

QUOTATION

Quoted to: David City Utilities
614 N. 5th
Fax: David City, NE 68632
Attention: Daniel Sobota

Date: 9-17-2026
Job Name: 4" R900I + 4" RPZ Backflow
Location: David City, NE
F.O.B. Prepaid + Charge

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
stock 2 1	4X20 MACH10 R900IGAL 4"x20" MACH 10 R900I GAL	$5,028.00	$5,028.00
1 1	F111604 4" Watts 957-WRS-FS RPZ Backflow Preventer	$4,164.21	$4,164.21
	Please let us know if we can be of further assistance.		
		Thanks,	
		Todd A Spells	
		402-430-4989	

AUTHORIZED BY: _____

ORDINANCE NO. 1545

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING THE DAVID CITY MUNICIPAL CODE RELATING TO MEMBERSHIP AND TERMS OF THE PARKS AND RECREATION ADVISORY BOARD; UPDATING POSITION TITLES, SUCCESSOR POSITIONS, AND POWERS OF THE SAME; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**") owns certain parks and other recreational facilities within the City (collectively, the "**Facilities**"); and

WHEREAS, section 2-202 of the City's Municipal Code (the "**Code**") establishes the City's Parks and Recreation Advisory Board ("**Board**") that, among other things, advises the City Council regarding decisions relating to the maintenance and operation of the Facilities; and

WHEREAS, the City finds it to be in the best interest of the City, its residents, and the Board to revise the Code as provided herein.

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

(1) Amendment to Section 1-521. The City hereby amends section 1-521 of the Code by repealing it in its entirety and replacing it with the following:

SECTION 1-521: PARK SUPERINTENDENT

A. There is hereby established a David City Park Superintendent ("**Park Superintendent**"). The Park Superintendent shall be a City employee and resident of David City, Nebraska, that is responsible for the management, care and supervision of the David City Auditorium, the David City Park, and the David City Aquatic Center and such other areas and facilities relating to the City's parks that the City Council may delegate to the Park Superintendent.

B. The Park Superintendent shall carry out his or her duties within City Council policy and the City's Municipal Code. He or she shall inform the City Council of anything regarding his or her operations that the City Council should address and shall submit weekly reports to the City Treasurer concerning his or her budgets and activities. He or she shall provide all funds he or she receives to the City Treasurer on a weekly basis, together with a complete accounting thereof.

C. The Mayor, with the approval of a majority of the City Council, shall appoint the Park Superintendent. The City Council by ordinance shall set salary and pay scale of the position. The Mayor, with the approval of a majority of the City Council, may remove any person from the position at any time.

(2) New Section 1-522. The City hereby amends the Code by adding the following as a new Section 1-522:

SECTION 1-522: RECREATION DIRECTOR

A. There is hereby established a David City Recreation Director ("**Recreation Director**"). The Recreation Director shall be a City employee and resident of David City, Nebraska, that is responsible for the management, care and supervision of the Tom Kobus Memorial Campground, the David City Ballfield, the David City Soccer Field, and such other areas and facilities relating to the City's recreation programs that the City Council may delegate to the Recreation Director.

B. The Recreation Director shall carry out his or her duties within City Council policy and Chapter 2, Article 2 of the Code. He or she shall inform the City Council of anything regarding his or her operations that the City Council should address and shall submit weekly reports to the City Treasurer concerning his or her budgets and activities. He or she shall provide all funds he or she receives to the City Treasurer on a weekly basis, together with a complete accounting thereof.

C. The Mayor, with the approval of a majority of the City Council, shall appoint the Recreation Director. The City Council by ordinance shall set salary and pay scale of the position. The Mayor, with the approval of a majority of the City Council, may remove any person from the position at any time.

(3) Amendment to Section 2-202. The City hereby amends section 2-202 of the Code by repealing it in its entirety and replacing it with the following:

SECTION 2-202: MEMBERS; TERMS.

A. Board. There is hereby established a David City Parks and Recreation Advisory Board. The Board is advisory only and shall not constitute a "Park Board of Commissioners" as section 17-952 of the Nebraska Revised Statutes describes.

B. Membership. The Board shall consist of at least six (6) members. The Board shall initially include six (6) appointed members: the Park Superintendent as section 1-521 defines, the Recreation Director as section 1-522 defines, two (2) David City, City Council members, and two (2) David City residents that are not City Council members. The Board members shall have an interest in park and recreational activities in the City of David City, Nebraska.

C. Appointment. The Mayor, with the approval of a majority of the City Council, shall appoint the two (2) David City, City Council members, and the two (2) David City residents to serve on the Board. The Mayor, with the approval of a majority of the City Council, shall appoint persons to fill any Board vacancies. The appointee shall serve the remainder of the then existing term of the vacated position. If at any time there is not a current Park Superintendent or Recreation Director, the Mayor, with the approval of a majority of the City Council, may appoint an employee, or employees, as applicable, of the David City Parks and Recreation Department to serve on the Board until there is a Park Superintendent or Recreation Director, as applicable.

D. Terms. The Recreation Director and Park Superintendent shall be permanent members of the Board. The two (2) David City, City Council members shall each serve one (1) year terms. The two (2) David City residents shall serve staggered three-(3) year terms. Upon adoption of this ordinance, the Mayor shall designate one (1) David City resident to serve an initial term of two (2) years and one (1) David City resident to serve an initial term of three (3) years. Thereafter, all appointments of David City residents shall be for three (3) year terms. The Mayor may re-appoint all non-permanent Board members to successive terms on the Board without limitation. All Board members shall serve without pay. All Board members filling a vacancy shall serve the remainder of the term of the vacant position.

(4) Amendment to Section 2-203. The City hereby amends section 2-203 of the Code by repealing it in its entirety and replacing it with the following:

SECTION 2-203: OFFICERS; MEETINGS; MINUTES.

A. Officers. At the first regular meeting following appointment of members, and annually thereafter, the Parks and Recreation Advisory Board shall elect from among its voting membership:

i. One (1) Chairperson; and
ii. One (1) Vice Chairperson.

Officers shall serve for a term of one (1) year. The Board may re-elect either officer without limitation.

B. Chairperson Duties. The Chairperson shall:

i. Preside at meetings of the Board;

ii. Coordinate preparation and approval of meeting agendas;

iii. Receive requests for agenda items from Board members, staff, and City Council;

iv. Call regular meetings of the Board in accordance with the Nebraska Open Meetings Act;

v. Call special meetings as applicable law or City policy allows, and provide notice thereof in accordance with the Nebraska Open Meetings Act; and

vi. Perform such additional duties as the Board vests in the position as may be necessary, in accordance with Nebraska law.

C. Vice Chairperson Duties. The Vice Chairperson shall be responsible for maintaining, preparing, and organizing agendas for all meetings and all correspondence from the Board, and shall assist the Chairperson in performing his or her activities upon request of the Chairperson. In the absence, vacancy, recusal, incapacity, or inability of the Chairperson to act, the Vice Chairperson shall also exercise all duties and authority assigned to the Chairperson until such time as the Chairperson returns or a successor is selected.

D. City Clerk. The City Clerk and the Deputy City Clerk shall provide administrative assistance to the Board and the Vice Chairperson. This shall include meeting coordination and preparation of supporting materials. The City Clerk shall also act as the de facto treasurer of the Board and shall be responsible for maintaining and managing all financial matters of the Board.

E. Meetings. The Chairperson shall call for regular meetings of the Board no less than quarterly. The Chairperson shall maintain and publish a schedule of regular meetings in accordance with the Nebraska Open Meetings Act. The Chairperson may call a special meeting of the Board whenever, in his or her opinion, it is necessary, or, at the request of at least three (3) members of the Board, including the Chairperson. A majority of the members of the Board shall constitute quorum. If a quorum is not present, the Board shall adjourn the meeting.

F. Minutes. The City Clerk shall prepare, organize, and manage all minutes of all regular and special meetings of the Board and shall maintain the same in the City Clerk's office. The minutes shall contain, at minimum, the date, time, and place of the meeting, the members present, a general description of the matters the Board proposes, discusses, and decides, and a record of all votes taken.

(5) Amendment to Section 2-204. The City hereby amends section 2-204 of the Code by repealing it in its entirety and replacing it with the following:

SECTION 2-204: DUTIES OF THE PARKS AND RECREATION ADVISORY BOARD.

A. General Advisory Function. The Parks and Recreation Advisory Board shall serve as the official advisory board to the Mayor and City Council concerning parks, recreation, trails, recreation facilities, recreational programming, recreational and cultural expenditures, and long-term recreational planning. The Board may provide recommendations to the City Council on the foregoing activities, and the City's annual budget it adopts pursuant to section 1-618.

A majority of the Board shall approve all recommendations to the City Council. The Chairperson of the Board shall transmit the unaltered recommendation to the City Council.

B. Planning and Policy Responsibilities. Duties of the Parks and Recreation Advisory Board shall include reviewing and recommending to the Mayor and City Council long-term plans and policies relating to parks, trails, recreation facilities, and recreational services. This includes incorporating park and trail planning into the City's Comprehensive Plan, recommending annual goals, priorities, and work programs for parks and recreation operations, conducting public engagement, and receiving and communicating public input regarding recreation services to the Mayor and City Council.

C. Capital Improvements and Operational Review. The Parks and Recreation Advisory Board shall review and provide recommendations concerning capital improvements involving parks and recreation facilities, recreational programming and major operational initiatives. This includes without limitation naming, renaming, causing substantial modification to or disposition of park property, and recreation and trail connectivity planning.

D. Annual Budget Review. Prior to the City adopting the annual municipal budget pursuant to section 1-618, the Parks and Recreation Advisory Board shall review proposed parks, recreational and cultural expenditures the City anticipates funding. The City Clerk shall transmit proposed expenditures and the draft annual budget subject to this subsection to the Board not less than thirty (30) days prior to the scheduled budget adoption.

The City Council shall endeavor to appropriate approximately three hundred thousand dollars ($300,000) of the total anticipated expenditures of local option sales tax revenues per calendar year in furtherance of parks, recreational and cultural projects. The City Council may appropriate more or less in its sole and absolute discretion. Nothing herein obligates the City Council to expend, designate or allocate any amount of funding, or any funding at all, to the Board. The foregoing allocation amount is solely aspirational.

Nothing herein grants the Board, the Mayor, or the City Council the authority to appropriate funds in violation of Nebraska Revised Statues sections 77-27,142(2) and (3) or section 1-609. Failure of the Board to submit recommendations prior to budget adoption shall not prohibit action by the Mayor and City Council.

E. Expenditure Notice. The City Council shall provide the Parks and Recreation Board with written notice of all contemplated City Council actions to approve expenditures that (i) relate to parks or recreation, (ii) are in excess of $30,000 of local option sales tax revenue, and (iii) are in excess of the City's allocation of funds to the Parks and Recreation Board in the annual municipal budget pursuant to section 1-618. The City Council shall provide said notice to the Recreation Director, Park Superintendent, and Chairperson of the Board no less than 48 hours before the City Council meeting where the City Council will consider such expenditure. This section shall not apply to any emergency expenditures of the City Council.

F. Annual Sales Tax Accountability Report. The City Council shall provide the Parks and Recreation Advisory Board with an annual report of local option sales tax revenues, expenditures relating to recreation and cultural projects, and planned future allocations.

G. Development and Subdivision Coordination. The Parks and Recreation Advisory Board may review all subdivision and replat proposals and applications before the City Council and provide recommendations relating to impacts on public improvements, parks, recreation facilities, planned trail corridors, or public recreational access. Nothing in this section 2-204(G) shall make the recommendation of the Board a condition to approval of any subdivision or replat application.

H. Preservation of Authority. Nothing herein grants the Parks and Recreation Advisory Board the authority to appropriate funds, execute contracts, approve expenditures, hire employees, or otherwise exercise any power that the Mayor or City Council possesses. The Board's sole role is advisory to the Mayor and City Council.

(6) No Other Amendment. Except as expressly provided herein, this Ordinance shall not modify or amend any provision of the Code.

(7) Conflicting Ordinances. The City hereby repeals all ordinances passed and approved prior to the passage, approval, and publication of this Ordinance to the extent of the conflict therewith.

(8) 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 14th day of October, 2026.

Jessica Miller, Mayor

ATTEST

Lori Matchett, City Clerk

APPROVED AS TO FORM:

David C. Levy, Esq., City Attorney

RESOLUTION NO. 17 - 2026

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, CHANGING THE DATE OF CITY COUNCIL MEETINGS IN NOVEMBER AND DECEMBER; REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 17-105 of the Nebraska Revised Statutes provides that the regular meetings of a city of the second class shall be held "at such times as the city council may provide by ordinance"; and

WHEREAS, Section 1-306(A) of the Municipal Code (the "Code") of the City of David City, Nebraska, a municipal corporation and city of the second class ("City") provides that City's regular meetings "shall be held on the second Wednesday of each month"; and

WHEREAS, on April 8, 2026, City passed Ordinance No. 1531, authorizing City to change the date and time of future City regular meetings by resolution; and

WHEREAS, City has upcoming, regularly scheduled meetings on November 11, 2026, November 25, 2026, and December 23, 2026 (collectively, the "Meetings"); and

WHEREAS, City desires to reschedule the November 11, 2026, meeting to November 12th, 2026, in observance of Veteran's Day; and

WHEREAS, City desires to cancel the November 25, 2026, and December 23, 2026, and in observance of Thanksgiving and Christmas; and

WHEREAS, City finds it in the best interest of City and its residents to re-schedule the Meetings as provided herein.

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

1. Meetings. The City Council of the City of David City shall hold a regular meeting on November 12, 2026, in lieu of its November 11, 2026, meeting. The City Council of David City hereby cancels the meetings on November 25, 2026, and December 23, 2026.

2. Publication. City directs the City Clerk to publish notice of the new date of the November 11, 2026, meeting, and of the cancellation of the November 25, 2026, and December 23, 2026, meetings on City's website.

3. Further Action. City authorizes the Mayor and City Clerk to take such other action and execute such other documents as may be reasonably necessary to effectuate the purposes herein.

4. Effective Date. This Resolution takes immediate effect upon approval.

PASSED AND APPROVED THIS 14th DAY OF OCTOBER, 2026.

_____

Jessica Miller, Mayor

ATTEST

APPROVED AS TO FORM:

_____

Lori Matchett, City Clerk

_____

David C. Levy, Esq., City Attorney

RESOLUTION NO.18 - 2026

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING ITS POLICY TO CHARGE SERVICE FEES ON ELECTRONIC PAYMENTS; REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 77-1702 of the Nebraska Revised Statutes and Sections 1-605(A), (C), and (G) of the David City Municipal Code (the "**Code**") authorize the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**") to accept payments via, among other mediums, debit cards, charge cards, credit cards, and via electronic funds transfer; and

WHEREAS, Section 13-609(6) of the Nebraska Revised Statutes and Section 1-605(F) of the Code allows City to charge customers a fee to offset administrative fees the payment processing vendor charges City; and

WHEREAS, on March 25, 2026, City passed Resolution No. 3-2026, thereby implementing a policy to charge a fee on all credit card payments made to David City Utilities equal to the fee the credit card company charges City; and

WHEREAS, City desires to revise this policy to allow City to charge a service fee on all payments made to City, including David City Utilities, via debit card, credit card, or via electronic funds transfer, up to the amount the payment processing vendor charges City; and

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

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

1. Service Fee. City hereby imposes a service fee upon all payments made to the City of David City, Nebraska, and David City Utilities via debit card, credit card, or electronic funds transfer, as Section 13-609(7)(b) of the Nebraska Revised Statutes so defines the term. The service fee shall equal the fee the payment card company charges City. The fee shall be payable by the customer making the payment and shall be due at the time of the payment.

2. Conflicting Resolutions. City repeals all other resolutions and portions of resolutions passed and approved prior to the passage, approval, and publication of this Resolution and in conflict herewith to the extent of the conflict thereof, including without limitation Resolution No. 3-2026.

3. Further Action. City authorizes the Mayor and City Clerk to take such other action and execute such other documents as may be reasonably necessary to effectuate the purposes herein.

4. Effective Date. This Resolution takes immediate effect upon approval.

PASSED AND APPROVED THIS 14th day October, 2026.

_____
Jessica Miller, Mayor

ATTEST:

_____
Lori Matchett, City Clerk

APPROVED AS TO FORM:

_____
David C. Levy, Esq., City Attorney

NEBRASKA GAME AND PARKS COMMISSION

LAND AND WATER CONSERVATION FUND

RESOLUTION ON ACQUISITION OR DEVELOPMENT FOR OUTDOOR RECREATION

Resolution No. 19-2026

The City of David City, Nebraska proposes to apply for federal assistance from the Land and Water Conservation Fund program for the purpose of deconstruction and replacement of the tennis court at its current location in the David City Park, with additional pickleball court overlay.

The Mayor is authorized to sign documents to obtain financial assistance, including a Project Agreement with the State of Nebraska and the National Park Service.

The City of David City, Nebraska will, within thirty (30) days following federal approval, obtain the necessary consultant or appraisal service for this project as directed and as required by Nebraska Game and Parks Commission staff.

The City of David City, Nebraska has budgeted or currently has available its stated match of the proposed total project funds and will allocate these funds toward this project upon project approval by the Nebraska Game and Parks Commission.

The City of David City, Nebraska has the financial capability to operate and maintain the completed project and park property is a safe, attractive and sanitary manner.

The City of David City, Nebraska will not discriminate against any person on the basis of race, color, age, religion, disability, sex or national origin in the use of any property or facility acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 (1964), and any of the regulations promulgated pursuant to such Act by the Secretary of the interior and contained in 43 CFR 17.

No property acquired and/or developed under this project shall, without the approval of the Nebraska Game and Parks Commission and the Secretary of the Interior, be converted to other than public outdoor recreation use. And, such approval may be granted only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP), and only upon such conditions as deemed necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location.

The City of David City, Nebraska will replace the land in the event of a conversion in use in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965, as amended.

The City of David City, Nebraska agrees to comply with all State and Federal requirements and standards where they can be applied in making the facilities developed under this project, and all future projects, accessible to and usable by the disabled.

This is to certify that this resolution is a true copy of the original document that was adopted and passed by the City of David City, Nebraska at a duly advertised public meeting held this 14th day of October, 2026.

Jessica Miller, Mayor	Lori Matchett, City Clerk

WRITTEN EXTENSION OF THE FIRST AMENDMENT TO MUTUAL AID INTERLOCAL COOPERATION AGREEMENT TERM

Comes now, the City of David City, Nebraska, a municipal corporation and city of the second class ("David City"), the David City Police Department ("Police Department"), Butler County, Nebraska, a Nebraska political subdivision ("Butler County"), and the Butler County Sheriff's Department ("Sheriff") and pursuant to the provisions of paragraph 3 of the First Amendment to Mutual Aid Interlocal Agreement, a copy of which is attached hereto, hereby extend the term of the Agreement for a period of six (6) months or until April 20, 2027.

CITY OF DAVID CITY, NEBRASKA,
a municipal corporation and city of the second class

By: _____ Date: _____
Jessica Miller, Mayor

ATTEST:

_____
City Clerk

DAVID CITY POLICE DEPARTMENT

By: _____ Date: _____
Marla Schnell, Chief of Police

COUNTY OF BUTLER, NEBRASKA,
a political subdivision

By: _____ Date: _____
Scott Steager, Chairperson, Butler County Board of Supervisors

ATTEST:

_____
Butler County Clerk

BUTLER COUNTY SHERIFF'S OFFICE

By: _____ Date: _____
Tom Dion, Butler County Sheriff

Lori Matchett

From: Scott Hedrick <shedrick@nedairy.com>
Sent: Monday, October 12, 2026 11:01 AM
To: Lori Matchett; David Levy; Jessica Miller; Bruce Meysenburg
Cc: markpeckham; Tim Piper; Scott D. Jochim
Subject: Nebraska Dairy Products Inc - David City Council Meeting - October 14, 2026

Importance: High

To: David City Council Members

Nebraska Dairy appreciates the City's continued engagement and support of our project. We remain committed to our investment in David City and look forward to our long-term partnership within the community. As project engineering and utility requirements have become more defined, we have identified at least $300,000 in additional utility-related costs. These costs include a new transformer, primary electrical service upgrades, and significant underground utility work.

We understand the need to contribute toward infrastructure improvements required to support our operations, and we are prepared to make a substantial investment in those improvements. However, many of the infrastructure components being discussed will ultimately become City-owned and City-maintained utility assets that will continue serving the municipal electric system for years to come.

We recognize that the City must carefully consider both the needs of this project and any precedent that may be established. As David previously noted, the City does not currently have a comprehensive policy governing these situations, which makes thoughtful evaluation, collaboration, and flexibility particularly important.

Given the significant private investment being made by Nebraska Dairy, the long-term community benefits created by the project, and the City's future ownership of much of this infrastructure, we believe additional City participation should be considered. The project is expected to provide meaningful benefits to David City through new employment opportunities, expansion of the local tax base, increased utility revenues, and broader economic activity within the community.

Timing for this work is critical to our success. Significant underground construction must be completed before winter conditions arrive to maintain the project schedule and avoid additional costs.

Nebraska Dairy remains committed to identifying a practical and equitable solution. We are open to discussing direct cost sharing, future reimbursement opportunities, economic development incentives, utility credits, or other approaches that fairly reflect the benefits received by both Nebraska Dairy and the City.

We appreciate the City's willingness to continue these discussions and look forward to finding a path forward that supports both the project and the long-term success of the community.

Thank you.

Scott Hedrick
Chief Operating Officer

Mark Peckham
Project Manager

Tim Piper
Plant Manager

Nebraska Dairy Products Inc.