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 **28th 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 October 14, 2026, meeting of the Mayor and City Council;
5. Consider Pay Application No. 31 to BRB Contractors, Inc. in the amount of $99,230.47 for the Wastewater Treatment Plant Facility Updates;*
6. Consider Geotechnical Exploration proposal for the Airport Lift Station Project;*
7. Public Hearing on the Land and Water Conservation Fund (LWCF) grant;*
8. Authorize the Mayor to sign a letter of commitment for the local match of the Land and Water Conservation Fund (LWCF) grant;*
9. Consider allocation of up to $80,000 from the budgeted local sales tax fund towards construction of the playground at the ball fields, with the actual City contribution dependent upon donations and grant funding received;*
10. Consider allocation of up to $5,000 from budgeted local option sales tax funds toward Justin Watts-Dinkelman's Eagle Scout disc golf project;*
11. Consider bids for replacement of the swimming pool heater and boiler system, utilizing available sales tax funds for the project;*
12. Consider the resignation of Greg Aschoff from the Planning Commission and the Downtown Revitalization Committee;*
13. Consider Sack Lumber Company's Downtown Revitalization Project;*
14. Consider Resolution No. 20-2026 approving reimbursement or credit to Nebraska Dairy for the relocation and undergrounding of certain electric infrastructure;*
15. Consider advertising for bids for the west retaining wall at the Memorial Football Field;*
16. Discuss use of closed sessions;
17. Adjourn;

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

CITY COUNCIL PROCEEDINGS
October 14, 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 Keith Marvin, Rick Holland, Jim Angell, Kevin Woita, Bruce Meysenburg, Jeremy Abel, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, Police Chief Marla Schnell, Account Clerk Elizabeth Parker, and City Clerk - Treasurer Lori Matchett. City Attorney Michael Sand and Ethan Joy of JEO Consulting Group attended via Zoom.

Also, present were: Doug Rix, Water Plant Operator Daniel Sobota, Fire Chief Mark Sloup, Deb Dinkelman, Beth Klosterman, Jerry Oborny, Mark Polacek, Matt Kalin of JEO Consulting Group, Marlene Hein, Building Inspector Gary Meister, Marty Roper, and Representatives of Nebraska Dairy: Tim Piper, Mark Peckham, Scott Hedrick, and Nathan Palensky.

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 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, they must state their name and address for the record.

Council considered approval of the minutes of September 23, 2026, City Council meeting.

Council Member Jim Angell made a motion to approve the minutes of September 23, 2026, meeting of the Mayor and City Council, as presented. 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 approval of the claim submitted by D-Sign Shop.

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

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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
	Property of David					
9/17/2026	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.

3/6 21

Council considered approval of the claims presented for payment.

Council Member Rick Holland made a motion to approve the claims 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.

Mayor Jessica Miller recognized Building Inspector Gary Meister for five years of service to the City of David City and presented him with a service award in appreciation for his dedication and contributions to the City.

Butler County Development Board: Council Member Keith Marvin reported that Jonathan Jank with Nebraska Public Power District (NPPD) discussed the availability of approximately $50,000 in grant funding for site development and economic development planning. The program would assist communities in identifying and marketing potential development planning. The program would assist communities in identifying and marketing potential development sites to businesses interested in locating and expanding in Nebraska. The City discussed the possibility of utilizing the program for future industrial or commercial development opportunities.

The Board also discussed ongoing childcare needs throughout Butler County. The Community for Kids initiative continues working to address childcare availability, and a new in-home daycare recently opened near Bellwood. Holy Family is working on the LEAF Project to incorporate nature-based play and outdoor classroom opportunities.
An update was provided regarding the new hotel development. Building Inspector Gary Meister reported that the contractor anticipated a Fire Marshal inspection around Thanksgiving, with a tentative opening date of December 1, 2026, depending upon completion of the remaining work and required inspections.

Park and Recreation Advisory Board: Council discussed the ongoing effort to develop a Request for Proposals (RFP) for a consultant to assist with updating the City's Park and Recreation Master Plan.

Council member Keith Marvin reported that he had contacted consulting firms and obtained examples of RFPs from other communities to assist in developing the City's specifications. The next Park and Recreation Advisory Board meeting was scheduled for October 21, 2026, at 9 a.m.

Tree Board: The next Tree Board meeting was scheduled for October 21, 2026, at 4:00 p.m.

Downtown Revitalization Committee: The next meeting is scheduled for October 21, 2026. The committee plans to discuss the Sack Lumber project.

Board of Zoning Adjustment: The next meeting is scheduled for October 27, 2026, at 5:30 p.m.

Council Member Kevin Woita made a motion to approve the Committee and Officer Reports. 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.

Mayor Jessica Miller opened the public hearing at 7:09 p.m. to receive public comments regarding the application for the Class C Beer, Wine, and Spirits On- and Off-Sale Liquor License for Salt Mine City Brewing Company, located at 375 Nebraska Street, David City, Nebraska.

It was explained that the proposed business would occupy the former Amigos restaurant location and was anticipated to operate primarily as a taproom, with the possibility of utilizing food trucks for food service.

There being no public comments, Mayor Miller closed the public hearing at 7:10 p.m.

Council considered the Class C Beer, Wine, and Spirits On- and Off-Sale Liquor License application for Salt Mine Brewing Company, located at 375 Nebraska Street, David City, Nebraska.

Council Member Rick Holland made a motion to approve the Class C Liquor License for Salt Mine City Brewing Company at 375 Nebraska Street. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council considered Change Order No. 1 for Rutjens Construction, Inc., for the 2025 Water Treatment Backwash Force Main Project.

Ethan Joy with JEO Consulting Group reported that construction had been completed and that City staff and JEO representatives had conducted a final walkthrough. The project was determined to be substantially complete, with all work satisfactorily performed.

Ethan Joy with JEO Consulting Group explained that Change Order No. 1 represented a deduction of $8,688 from the contract amount. The reduction resulted from less concrete removal than originally anticipated and a reduced amount of sewer line removal. Ethan Joy reported that the project was completed under budget and recommended approval of the change order.

Council Member Keith Marvin made a motion to approve Change Order No. 1 to Rutjens Construction Inc., in the amount of $(8,688.00) for the 2025 Water Treatment Plant Backwash Forcemain. 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.

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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: Ethan Joy, P.E. (DocuSigned by: B68BCABF585D4C4...)	
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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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)**

Council considered Pay Application No. 1 (Final) for Rutjens Construction, Inc., in the amount of $256,470 for the 2025 Water Treatment Plant Backwash Force Main Project.

Ethan Joy of JEO Consulting Group explained that the final payment reflects the deduction approved under Change Order No. 1 and establishes the beginning of the project's one-year warranty period. Ethan Joy recommended approval of the final payment.

Council discussed the funding source and confirmed that the payment would be made from the City's Water Sales Tax Fund, as the improvements are part of the Water Treatment Plant Project.

Council Member Bruce Meysenburg made a motion to Approve Pay Application No. 1 (Final) to Rutjens Construction Inc., in the amount of $256,470.00 for the 2025 Water Treatment Plant Backwash Forcemain. 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.

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Contractor's Application for Payment

Owner:	City of David City	**Owner's Project No.:**	
Engineer:	JEO Consulting Group, Inc.	**Engineer's Project No.:**	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:	Ethan Joy, P.E.	**By:**	
	B659CABF585D4C4...		
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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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%**	**$ -**

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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	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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

Fire Chief Mark Sloup of the David City Rural Fire District No. 9 addressed the Council and explained that, following discussion at the Fire District's recent board meeting, the District would like to proceed with the installation of the required four-inch water meter and backflow assembly serving the domestic water system within the Fire Hall.

The Fire District requested that the proposed six-inch service improvements be postponed to allow additional time to evaluate the necessary piping, equipment placement, available space, and potential modifications to electrical switches and other building components. The District also wishes to consider future fire sprinkler system requirements and ensure that any improvements comply with applicable building and accessibility requirements.

Council discussed the importance of installing the required backflow prevention equipment to protect the City's water system and maintain compliance with applicable regulations and certification requirements.

The proposed equipment for the four-inch service includes a four-inch Neptune Mach 10 water meter and a four-inch Watts backflow preventer. The quote from Midwest Municipal Supply, Inc., totaled $9,192.21 for the meter and backflow assembly. Additional fittings and materials may be necessary to complete the installation. It was noted that the City's Water Department would perform the installation using City personnel.

The Fire District expressed appreciation for the City's willingness to assist with the cost of the required improvements and indicated that it would continue evaluating the six-inch service before returning to Council with any future recommendations.

Council Member Keith Marvin made a motion to approve the quote from Midwest Municipal Supply, Inc., in the amount of $9,192.21 for the four-inch water meter and backflow assembly for The David City Rural Fire District No. 9. 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.

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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-QRS-FS RPZ Backflow Preventer	$4,164.21	$4,164.21
		Please let us know if we can be of further assistance.		
			Thanks,	
			Todd Spello	
			402-430-4989	

AUTHORIZED BY: _____

Council discussed and considered Change Order No. 1 to Watts Electric Company for the 2026 Electrical Distribution Improvements Project.

Matt Kalin with JEO Consulting Group presented the proposed change order and explained that it included additional materials and improvements identified during the project. In coordination with the City's Electric Department, it was determined that the contractor could provide approximately 400 linear feet of three-inch high density polyethylene (HDPE) conduit rather than requiring the City to purchase materials that are not commonly used by the Department.

Matt Kalin also explained that additional electrical improvements were needed in the alley behind the Hruska Public Library. The existing primary sectionalizing cabinet, which had been constructed in-house several years ago, presents operational and safety concerns. The proposed improvements include replacing the existing equipment with a new pad-mounted switchgear cabinet and relocating the three-phase underground riser from the south side to the north side of the alley.

The improvements will provide a safer method of disconnecting electrical service to the library, Butler County Detention Center, and Courthouse without requiring employees to disconnect energized electrical elbows. Matt Kalin explained that the Electric Department has been working towards improving employee safety by eliminating these types of operations whenever possible.

Council discussed the proposed location of the replacement equipment and available clearance within the alley. Matt Kalin confirmed that the new equipment would replace the existing installation on the north side of the alley and that the required clearances had been verified. The contractor would perform the necessary saw cutting, with the City responsible for replacing the concrete when appropriate.

Council also discussed the importance of identifying and correcting older electrical installations that may not meet current operational and safety standards as the City's distribution system improvements continue. Matt Kalin recommended approval of Change Order No. 1 in the amount of $24,081.12.

Council Member Kevin Woita made a motion to approve Change Order No. 1 to Watts Electric Company in the amount of $24,081.12 for the "2026 Electrical Distribution Improvements" Project. 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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CHANGE ORDER NO.: 1

Owner:	**City of David City**	Owner's Project No.:	
Engineer:	**JEO Consulting Group, Inc.**	Engineer's Project No.:	**260990.00**
Contractor:	**Watts Electric Compnay**	Contractor's Project No.:	CITDAV
Project:	**2026 Electrical Distribution Improvement**		
Contract Name:	**2026 Electrical Distribution Improvement**		
Date Issued:	**10/13/2026**	Effective Date of Change Order:	**10/13/2026**

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

Description:

1. **Contractor to furnish 3" HDPE.**
2. **Replace terminal cabinet with new pad-mount switchgear and ancillary equipment.**

Attachments:

Watts Electric Company change order pricing - October 2026

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 427,312.14	Original Contract Times: Substantial Completion: ____ Ready for final payment: ____
Net change from previously approved Change Orders No. – to No. –: $ 0.00	**Net change** from previously approved Change Orders – to No. –: Substantial Completion: ____ Ready for final payment: ____
Contract Price prior to this Change Order: $	Contract Times prior to this Change Order: Substantial Completion: ____ Ready for final payment: ____
Net change for this Change Order: $ 24,081.12	**Net change** for this Change Order: Substantial Completion: ____ Ready for final payment: ____
Contract Price incorporating this Change Order: $ 451,393.26	Contract Times with all approved Change Orders: Substantial Completion: ____ Ready for final payment: ____

Recommended by Engineer (if required)	Authorized by Owner
By: Matt E. Kobza	Jessica Miller
Title: Electrical Senior Project Manager	Mayor
Date: October 14, 2026	10-14-26
Accepted by Contractor	**Approved by Funding Agency (if applicable)**
By: Tim Pulka	
Title: Project Director	
Date: 10/13/2026	

EJCDC® C 941, Change Order.
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Change Order Estimate - Unit Price Work

JEO Project Name:	**2026 Electrical Distribution Improvement**	JEO Project Number:	**260990.00**
Owner:	**City of David City**	Change Order Number:	**1**
Contractor:	**Watts Electric Compnay**	Effective Date:	**October 13, 2026**

Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)
GROUP B - 16	(X) 3Ø/3W UG PRIMARY	-1	EA	$1,000.00	($1,000.00)
GROUP C - 10	15KV CABLE TERMINATION WITH TWO HOLE SPADE, 1/0 AL	9	EA	$186.75	$1,680.75
GROUP C - 12	PAD MOUNT SWITCHGEAR GROUND ASSEMBLY	1	EA	$622.50	$622.50
GROUP C - 13	PMH-9 WITH BASEMENT	1	EA	$4,042.50	$4,042.50
GROUP C - 17	1/0 AL UG, 15 kV FN	252	FT	$7.44	$1,874.88
GROUP C - 19	2" LONG RADIUS SWEEP/ELBOW	6	EA	$100.05	$600.30
GROUP C - 27	2" HDPE, SDR 13.5	99	FT	$1.21	$119.79
100	FURNISH 3" HDPE, SDR 13.5, RED/RED	2400	LF	$2.99	$7,176.00
101	SAW CUT AND REMOVE CONCRETE	150	SF	$17.75	$2,662.50
102	INSTALL CONCRETE (OWNER TO FURNISH CONCRETE)	150	SF	$21.30	$3,195.00
103	TRENCH AND BACKFILL	22	FT	$20.75	$456.50
104	(R) DOUBLE ENCLOSURE	1	EA	$2,650.40	$2,650.40
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total:	**$24,081.12**

WATTSELECTRIC COMPANY

JEO Consulting Group - Mr. Matt Kalin
City of David City Distribution System Improvments
Watts Project: CITDAV

Change Order Pricing - October 2026

Description	Qty.	UOM	Unit Price	Total Amount
Locate, purchase, & provide 3" HDPE, 13.5, red/red	2,400.00	LF	$2.99	$7,176.00
Remove Concrete (SF)	150.00	SqFt	$17.75	$2,662.50
Install Concrete (SF)	150.00	SqFt	$21.30	$3,195.00
Trenching (LF)	22.00	LF	$20.75	$456.50
Retire "Double Enclosure" (LS)	1.00	LS	$2,650.40	$2,650.40
Total Amount:				**$ 16,140.40**

Notes

* HDPE conduit is subject to 12 to 14 day lead-time from order placement.
* 2,400 lineal feet to be supplied (3 ea. reel x 800')
* No bollard work in Watts'scope.
* Survey & Staking to be provided by "Others".

Quote valid 30 days.

Garett James
Watts Electric Company
531.500.0729 Direct

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

City Attorney Michael Sands explained that the proposed ordinance incorporated the revisions previously discussed by the City Council and Recreation Director William Reiter. The ordinance clarifies the separate positions and responsibilities of the Recreation Director and Park Superintendent and establishes a six-member Advisory Board consisting of the Recreation Director, Park Superintendent, two City Council Members, and two resident members.

The ordinance also addresses annual appropriations for park and recreation purposes and clarifies that the Board serves strictly in an advisory capacity rather than as a Park and Recreation Commission under Nebraska Law. The Board may oversee and review park and recreation matters and make recommendations to the City Council; however, final approval and authority remain with the City Council.

Council discussed the terminology used to identify the Recreation Director and Park Superintendent and clarified that the ordinance does not create an additional employee position but identifies the existing City personnel serving in those capacities.

It was noted that the City Attorney's office and Recreation Director William Reiter had reviewed the proposed revisions and were in agreement with the language presented.

Council Member Bruce Meysenburg introduced 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. Mayor Jessica Miller read Ordinance No. 1545 by title.

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

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

ORDINANCE NO. 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

Council discussed and considered Resolution No. 17-2026, changing the regularly scheduled City Council meeting dates in November and December 2026.

Mayor Jessica Miller explained that the regularly scheduled November 11, 2026, City Council meeting falls on Veterans Day, a recognized holiday. The proposed resolution would reschedule that meeting to Thursday, November 12, 2026.

Council also discussed the previously approved cancellation of the November 25, 2026, and December 23, 2026, City Council meetings due to the proximity to the Thanksgiving and Christmas holidays.

Council Member Kevin Woita made a motion to approve Resolution No. 17-2026 changing the November 11, 2026 Council meeting to November 12, 2026 and cancelling the November 25, 2026, and December 23, 2026 Council Meetings. 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.

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

Council discussed and considered sealed bids for the Downtown Permanent LED Lighting Project.

Mayor Jessica Miller reported that although several contractors had expressed interest in the project, the City received one sealed bid from T3 Lights, LLC in the estimated amount of $258,516 for the installation of permanent commercial-grade LED Lighting throughout the downtown area.

The proposal included a phased installation schedule, with the initial phases anticipated to begin in October or November 2026. The first phase would include the Butler County Courthouse and the downtown block near Ace Hardware. Additional phases would extend lighting to other downtown businesses and buildings, including the Thorpe Opera House, with remaining portions of the project anticipated to be completed prior to fall 2027.

The proposed lighting system would utilize low-profile tract lighting designed to protect electrical components and wiring from weather exposure and deterioration. The system would provide programmable, year-round lighting for holidays, community celebrations, and other special events. The proposal included warranty coverage and contractor-provided maintenance services.

Council discussed the condition of the existing downtown holiday lighting, noting that the current system has deteriorated and requires ongoing maintenance and replacement. The proposed permanent lighting system would provide a more reliable, long-term solution with enhancing the appearance of downtown David City.

Council also discussed the importance of obtaining the necessary easements and permissions from downtown property owners before installation. City Administrator Intern Raiko Martinez would assist with coordinating property-owner approvals and determining appropriate locations for control equipment. Council emphasized the importance of maintaining continuity in the lighting throughout the downtown area.

Funding for the project was discussed, and it was noted that the improvements would qualify under the Downtown Revitalization portion of the City's voter-approved sales tax. Council discussed the availability of funding while continuing to met existing debt obligations associated with previous downtown improvements.

Public comments were received regarding the proposed project and the use of sales tax funds.

- Nathan Palensky, questions whether the available funds could be used for other community improvements. Council explained the designation purpose of the sales tax and discussed funding commitments for downtown revitalization and park and recreation improvements.

- Deb Dinkelman, expressed concerns regarding funding available for future park and recreation projects. Council explained that previously discussed park and recreation funding commitments remained in place.

- Beth Klosterman, spoke in support of the project, emphasizing the potential benefits of permanent downtown lighting for community beautification, tourism, local businesses, and the City's overall image.

Council discussed whether to proceed with only the initial phase or approve the entire project. Following discussion, Council expressed support for proceeding with the full project, subject to obtaining the necessary easements and coordinating installation and payments as work is completed. Council also discussed the possibility of purchasing materials in advance to avoid potential future price increases. Council

Member Keith Marvin made a motion to accept the bid from T3 Lights, LLC in the estimated amount of $258,516 for the Downtown Permanent LED Lighting Project, proceeding with the proposed phased installation schedule, contingent upon obtaining the necessary easements and property-owner permissions, with payments to be on a per-block basis as work is completed and allowing for advance material purchases as necessary to secure pricing. 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.

Trimlight

Installed By T3 Lights LLC

TRIMLIGHT
AUTHORIZED EXCLUSIVE DEALER

David City Project Proposal



About T3 Lights-

In January 2017, the Thiem triplets were born. As a school teacher and wrestling coach, taking master's classes in the summer was no longer a viable option—daycare and diapers aren't cheap! Growing up as the son of a contractor, I returned to what I knew best: construction and concrete work. As T3 Construction (specializing in residential concrete, stamped concrete, and concrete curbing) grew, I saw an opportunity to run a full-time business. However, I had one problem to solve: how to keep my team busy year-round.

That challenge led to the birth of T3 Lights in 2021. The first year, I installed lights on my own house. The second year, my wife and I attended a training program in Dallas/Fort Worth, Texas, and ended up servicing 8 homes and businesses. By 2024, our client base expanded to 52 residential and commercial properties, and by 2026, we reached 82 properties. Yet, we faced another challenge: permanent, year-round lighting was becoming a popular offering among Christmas light companies, and I didn't yet have a solution for it.

After several months of research and inquiries, T3 Lights selected Trimlight over other brands due to its product quality, warranty, and user-friendly control app. Several installations and many happy customers later, Trimlight has proven to be the perfect fit. David City is now home to me. I have lived in David City and rural David City for 15 years and longer than anywhere else in my life. It would mean the world to me to bring joy to this community in the highest tier of year round or permanent lighting there is to offer.

Reasons to Choose Trimlight Installed by T3 Lights

- Warranty - Trimlight includes a 50,000-hour "Lifetime of the Product" warranty. T3 Lights supports this with a two-year full labor warranty. After the two-year period and within the 50,000-hour window, all replacement parts remain fully covered under warranty, with service subject to standard labor charges.

-Service- I live in David City and every other T3 employee resides very close by and does most business in this town. If there would be an issue with any lights, the T3 team would have it taken care of, in most cases, before any city official would even have the time to pick up the phone to report an issue.

Quality-Trimlights light quality is second to none but it isn't just the light that makes the difference. Their color match channel only compliments existing buildings.

Usability-Trimlights app not only allows you to save different colors and patterns it also lets you create a schedule a full year in advance.

	Estimated Total Per Block
Butler County Courthouse	54,400
Ace Hardware	14,875
Runza Block	22,710
RB's Block	36,480
DC Pharmacy Block	30,732
El Centenario/City Office Block	33,408
Sack Lumber Block	36,480
Bone Creek Block	17,616
The Wolf Building Block	11,815
Estimated Project Total	258,516

Notes:

Priority on Blocks to do first-last are only a suggestion.

Control boxes would need to be placed with at least one per block. In some situations where jumps are difficult more jumps may be needed.

Priority Order

October or November of 2026

October or November of 2026

Prior to Fall of 2027

Block	Street Location	Stores Included	Approximate Footage	Building to Building Jumps	Elevation Jumps
Butler County Courthouse	Between 4th and 5th and D	Butler County Courthouse	1360’	No	Yes
				Estimated Cost	**$54,400.00**

Preferred Control Box Location – Inside the Courthouse – this is by far the most footage of any of the blocks estimated.

Estimated Completion Date: December 1, 2026 or Sooner

Block	Stores Included	Approximate Footage	Building to Building Jumps	Elevation Jumps
Ace Hardware	Ace Hardware			
	Law Office			
	Green Building	100		
	Jump		20’	
	Butler County	53’		
	Main Attraction	172’		
			Estimated Cost	**$14,875.00**

Preferred Control Box Location – Ace Hardware

Note: Cost estimate for areas where Christmas lights currently are covering. Other areas could be covered with negotiation on price.

Block	Stores Included	Approximate Footage	Building to Building Jumps	Elevation Jumps
Runza Block	FNBO	242		
	Runza	51		
	Ratkovec	100		
	Nelson Motorsports	85		
	Total Footage	**478**	**Estimated Cost**	**$22,710.00**

Challenges – Changes in Building Heights
Preferred Control Box Location – Ratkovec Construction or FNBO

Block	Stores Included	Approximate Footage	Building to Building Jumps	Elevation Jumps
RB' s Block	Butler County Welding	90		
	Large Alley Jump			
	Marvin Planning Consultants	112		
	RB's	60		
	Storage Units next to RB's	75		
	Large Pillar Building	25		
	Thorpe Opera House	52		
	Library	250		
	Concern on Jumping to Tanning Studio			
	Tanning Salon	25		
	Total Footage	**599**	**Estimated Cost**	**$36,480.00**

Challenges – Tanning Salon Jump, Butler County Welding jump to Marvin Planning Consultants
Preferred Control Box Location – Butler County Welding

Block	Stores Included	Approximate Footage	Building to Building Jumps	Elevation Jumps
DC Pharmacy Block	Butler County Senior Service	42		
	Fire Station	100		
	Large Jump			
	Bob Wright Shop	43		
	Nebraska Title	141		
	DC Pharmacy	55		
	Eye Physicians	25		
	Don's Bar	25		
	Old TV Store	25		
	Filter Care	52		
	Neujahr	53		
	Osborn	191		
	Bone Creek	24		
	War Memorial	22		
	State Farm	22		
	Dentist	22		

	Total Footage		**Estimated Cost**	**$30,732.00**
Block	Stores Included	Approximate Footage	Building to Building Jumps	Elevation Jumps
El Centenario/City Offices	5 Star Automotive	48		
	Heritage Salon			
	Family Dentistry	52		
	Big Jump			
	Optimal Health	30		
	City Office	190		
	El Centenario	25		
	BJ's Hardware	75		
	American Insurance	25		
	402 Floral	27		
	Thrift Shop	22		
	Milans	27		
	Subway	94		
	DC Chiropractor	81		
	Total Footage	696	**Estimated Cost**	**$36,408.00**

Block	Stores Included	Approximate Footage	Building to Building Jumps	Elevation Jumps
The Wolfe Building	The Wolfe Building	195		
	Moravec Financial			
	Large Jump			
	Old City Office/Hair Salon	40		
	Total Footage	**235**	**Estimated Cost**	**$11,815.00**

Block	Stores Included	Approximate Footage	Building to Building Jumps	Elevation Jumps
Sack Lumber	Kobza Motors	124		
	Bank of the Valley	181		
	H & R Block	27		
	Renee's Same as it Ever was	26		
	BBQ Burgers and More	25		
	Grocery Store	25		
	Sack Lumber	90		
	Total Footage	**498**	**Estimated Cost**	**$26,480.00**

Block	Stores Included	Approximate Footage	Building to Building Jumps	Elevation Jumps
Bone Creek Block	Bone Creek	72		
	Speed Treats and Wild Unwind	46		
	NAPA	48		
	Aging Partners	32		
	UBT	104		
	Carquest	65		
	Total Footage	**367**	**Estimated Cost**	**$17,616**

TRIMLIGHT
AWESOME WARRANTY!

LIFETIME GUARANTEE ON ALL PARTS

All parts are guaranteed for the manufacturer's estimated lifespan of the parts. This amount of time is dependent upon the usage that the individual part sustains. If used just around the holidays, this amount could be upwards of 30-40 years. But if used nightly, this amount of time could be around 7-8 years. Lifespan of the controls can be affected by future technology changes. Systems installed against standard manufacturer recommendations can affect the warranty.

Standard Residential—Lifetime Warranty
Commercial Lights—Lifetime Warranty
Downlights—Lifetime Warranty
Globelights—Lifetime Warranty (2 Years on the Lens)
Ridge Lights—1 Year

2 YEAR LABOR WARRANTY

Any labor costs to make repairs on manufacturer defective parts are covered in full for the first 2 years. This may include faulty bulbs, power supply parts, LED controllers, connections, aluminum channel finish, etc.

LIMITED WARRANTY ITEMS

Although the control board that connects to the smartphone or tablet is fully covered under the lifetime parts warranty, the software that connects the unit to the device is not covered. Connection issues due to wifi interference or radio frequency interference is not covered under the warranty. Connecting the Trimlight Controller to the local network is recommended but may not work for your specific situation. Using the Trimlight signal that can be broadcast from the box is a reliable alternative. All troubleshooting steps should be taken first before contacting a local representative for a repair. A minimum service fee of $75 could be charged if the parts are shown to work properly on any repair visit.

Troubleshooting help is found here:
WWW.TRIMLIGHT.COM/TROUBLESHOOTING

Council discussed and considered Resolution No. 18-2026, amending the City's policy regarding service fees charged on electronic payments.

City Clerk Lori Matchett explained that the City has previously absorbed the processing cost associated with customers making payments by credit or debit card. The proposed resolution would allow the City to recover these costs through a service fee assessed on electronic card payments. It was explained that the service fee is intended solely to offset the costs charged by the City's payment processing provider and is not intended to generate additional revenue for the City.

Council questioned whether the service fee would also apply to customers enrolled in automatic bank withdrawals. It was clarified that automatic bank withdrawals are not currently subject to a service fee and the at the proposed policy applies to electronic card payments.

Council also discussed the appropriate terminology for the fee. Following consultation with the City's credit card processing provider, it was determined that the fee should be identified as a service fee rather than a processing fee or convenience fee.

Council Member Kevin Woita made a motion to approve Resolution No. 18-2026 amending the City's policy regarding service fees on electronic card payments. 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.

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

Council discussed and considered Resolution No. 19-2026, authorizing the City of David City to apply for federal assistance through the Land and Water Conservation Fund (LWCF) Program for the reconstruction and replacement of the existing tennis courts at the David City Park, including the addition of pickleball court overlays.

It was explained that the resolution is a required component of the grant application process and would authorize the City to pursue funding for the proposed improvements. The Land and Water Conservation Fund Program provides funding on a 50/50 matching basis, with the City responsible of the remaining 50% of the eligible project costs.

Council discussed the deteriorating condition of the existing tennis court and the opportunity to replace the courts while incorporating pickleball markings to provide additional recreational opportunities for the community.

Council questioned whether the Park and Recreation Advisory Board had formally recommended pursuing the grant. It was noted that although the Board had not taken formal action on the application, improvements to the tennis court had been discussed and Recreation Department staff had been working with members of the Board regarding the proposed project.

Council expressed support for pursuing the grant opportunity to assist with the cost of replacing the existing tennis courts.

Council Member Keith Marvin made a motion to approve 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. 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.

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

Council discussed and considered a six-month extension to the Interlocal Agreement between the City of David City and the Butler County's Sheriff's Office for law enforcement assistance.

Police Chief Marla Schnell reported that the David City Police Department had responded to approximately 40 to 50 requests for assistance from September 2025 through September 26. She noted that the number of requests had decreased significantly as staffing levels at the Butler County Sheriff's Office improved. Assistance continues to provide primarily for emergency situations, including incidents involving weapons, fatalities, serious accidents and domestic disturbances.

Council discussed concerns regarding the expense incurred by the City when providing law enforcement assistance outside City limits, including personnel, equipment, and vehicle costs. While recognizing the importance of cooperation between law enforcement agencies. Council expressed interest in reviewing potential reimbursement arrangements with Butler County.

It was clarified that City officers respond to calls outside City Limits only when assistance is requested by the Sheriff's Office or through dispatch. Chief Schnell emphasized that the Police Department would continue to provide necessary emergency assistance when requested.

Council also discussed the importance of maintaining an active interlocal agreement to address liability and insurance coverage associated with providing assistance outside City limits. It was noted that the City's separate interlocal agreement for dispatch services would remain in effect and that the City does not currently pay dispatch fees.

Several Council Members expressed concern that the Law Enforcement Committee had not met recently to review the agreement and discuss possible reimbursement provisions. Rather than approving the proposed six-month extension, Council discussed extending the agreement through December 31, 2026, to allow time for the committee to meet and develop recommendations.

City Administrator Intern Raiko Martinez was directed to coordinate a Law Enforcement Committee meeting with the appropriate City and County representatives. Council emphasized that the meeting should occur sufficiently in advance of December 9, 2026, City Council meeting to allow Council to consider a revised agreement before the current extension expires.

Council Member Keith Marvin made a motion to extend the Interlocal Agreement with the Butler County Sheriff's Office through December 31, 2026, with the understanding that the Law Enforcement Committee would meet and provide recommendations for Council consideration by the December 9, 2026, City Council meeting. 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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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 through December 31, 2026.

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

Council discussed the ongoing development of Nebraska Dairy Products and the additional electrical infrastructure necessary to support the company's proposed butter manufacturing facility.

Mark Peckham, Project Manager for Nebraska Dairy Products, addressed the Council regarding the company's investment in the former Henningsen Foods/Michael Foods facility. Peckham provided background on the company's dairy manufacturing experience and explained that Nebraska Dairy Products had purchased the approximately 80,000-square-foot facility with plans to convert it into a butter manufacturing operation.

Mark Peckham stated that the company has invested substantial funds into the facility and is completing extensive renovations, including the installation of manufacturing equipment, refrigeration systems, additional compressors, and wastewater pretreatment equipment. The company anticipates beginning production before the end of 2026.

During the planning process, it was determined that additional electrical infrastructure would be necessary to accommodate the facility's power requirements. The proposed improvements include previously planned electrical distribution upgrades along the west side of the facility, additional underground electrical improvements along the east alley, and installation of a larger transformer.

The additional electrical improvements were estimated at approximately $300,000, including approximately $200,000 for distribution improvements and $100,000 to $120,000 for transformer equipment and installation.

Mark Peckham requested that the City consider financial assistance with the unexpected electrical infrastructure expenses. He explained that the company had initially proposed sharing the costs equally with the City and was also exploring other potential funding sources.

Matt Kalin of JEO Consulting Group discussed the proposed electrical improvements and explained that a rebuilt 1,500 kVA transformer had been ordered to accommodate the company's immediate electrical needs. The transformer was expected to be available within approximately four to five weeks.

Matt Kalin explained that the City was also exploring options for obtaining a larger 2,000 kVA transformer to meet the facility's long-term electrical requirements. JEO had contacted other Nebraska public power communities regarding potential transformer availability. The proposed arrangement could allow the City to temporarily utilize available equipment while awaiting delivery of a new transformer.

Matt Kalin also discussed the proposed underground electrical distribution improvements along the east side of the facility. Due to the height of the proposed buildings and future equipment installations, underground electrical service was recommended to provide adequate clearance and improve safety and reliability.

Council discussed the importance of ensuring that the proposed electrical infrastructure would accommodate the company's anticipated future expansion while also providing long-term benefits to the City's electrical distribution system.

Council also discussed potential funding arrangements and the City's responsibility to treat commercial and industrial customers consistently when considering infrastructure improvements associated with private development.

City Attorney Michael Sands discussed the possibility of utilizing Tax Increment Financing (TIF) to assist with eligible improvements. He explained that TIF financing would require additional review, including consideration of project timing, eligible expenses, and statutory requirements. Because construction was already underway and the company anticipated beginning operations before the end of the year, the available timeframe for utilizing TIF could be limited.

A representative of Nebraska Dairy Products reported that the company purchased the property for approximately $2.3 million and anticipated investing at least an additional $5 million in renovations and improvements, although the final taxable value would depend on how the improvements were classified.

Council also discussed the possibility of establishing a reimbursement or payment agreement similar to arrangements previously utilized with other industrial customers. Such an agreement could allow the City to initially fund certain infrastructure improvements, with Nebraska Dairy Products reimbursing the City over an agreed period.

The company expressed willingness to work with the City to develop an acceptable financing arrangement.

Council further discussed potential economic development assistance through Nebraska Public Power District (NPPD) and other available programs. It was suggested that Jonathan Jank with NPPD be included in future discussions regarding possible financing opportunities.

Nebraska Dairy Products representatives reported that the company currently employs approximately 10 individuals and anticipates increasing employment as production begins and additional manufacturing phases become operational. The company expects approximately 20 to 30 employees during initial production, with additional employees anticipated as operations expand.

Council discussed the importance of moving forward promptly due to the company's anticipated production schedule and the limited timeframe available to coordinate electrical improvements with the contractor currently performing work for the City.

Following discussion, Council directed City Administration to coordinate a meeting with representatives of Nebraska Dairy Products, the City Attorney, and other appropriate parties, including NPPD, to further evaluate potential financing arrangements, reimbursement agreements, and other economic development opportunities.

Council Member Keith Marvin made a motion to adjourn at 8:43 p.m. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea.Yea: 6, Nay: 0.

CERTIFICATION OF MINUTES
October 14, 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 October 14, 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

Contractor's Application for Payment

Owner:	City of David City	**Owner's Project No.:**	
Engineer:	JEO Consulting Group, Inc.	**Engineer's Project No.:**	251034.00
Contractor:	BRB Contractors, Inc.	**Contractor's Project No.:**	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		
Application No.:	31	**Application Date:**	10/26/2026
Application Period:	**From** 8/26/2026	**to**	10/26/2026

1. Original Contract Price		$ 16,882,000.00
2. Net change by Change Orders		$ 1,479,151.17
3. Current Contract Price (Line 1 + Line 2)		$ 18,361,151.17
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		$ 18,180,123.35
5. Retainage		
a. 5% X $ 18,180,123.35 Work Completed =	$ 909,006.17	
b. 5% X $ - Stored Materials =	$ -	
c. Total Retainage (Line 5.a + Line 5.b)		$ 909,006.17
6. Amount eligible to date (Line 4 - Line 5.c)		$ 17,271,117.18
7. Less previous payments (Line 6 from prior application)		$ 17,171,886.71
8. Amount due this application		$ 99,230.47
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		$ 1,090,033.99

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: BRB Contractors, Inc.

Signature: _____ **Date:** _____

Recommended by Engineer		**Approved by Owner**	
By:		**By:**	
Title:	Project Manager	**Title:**	Mayor
Date:		**Date:**	
Approved by Funding Agency			
By:	N/A	**By:**	N/A
Title:		**Title:**	
Date:		**Date:**	

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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.: 31 **Application Period:** **From** 08/26/26 **to** 10/26/26 **Application Date:** 10/26/26

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
	Original Contract							
	GENERAL SITEWORK					-		-
1	Mobilize	$ 750,000.00	750,000.00			750,000.00	100%	-
2	Bonds and Insurance	$ 180,000.00	180,000.00			180,000.00	100%	-
3	SWPP Items	$ 25,000.00	24,500.00	500.00		25,000.00	100%	-
4	Site Clearing	$ 30,000.00	30,000.00			30,000.00	100%	-
5	12" & 16" Forcemain Piping	$ 300,000.00	300,000.00			300,000.00	100%	-
6	Other Piping/Valves	$ 1,395,000.00	1,296,000.00	99,000.00	-	1,395,000.00	100%	-
7	Precast Manholes	$ 65,000.00	65,000.00			65,000.00	100%	-
8	Instrumentation & Control	$ 50,000.00	50,000.00			50,000.00	100%	-
9	Electrical/Generator Work	$ 125,000.00	125,000.00			125,000.00	100%	-
	HEADWORKS BUILDING		-			-		-
10	Excavation & Backfill	$ 150,000.00	150,000.00			150,000.00	100%	-
11	Concrete Base Structure	$ 500,000.00	500,000.00			500,000.00	100%	-
12	Concrete Walls Structure	$ 1,207,000.00	1,207,000.00			1,207,000.00	100%	-
13	Concrete Floor/Deck Structure	$ 350,000.00	350,000.00			350,000.00	100%	-
14	Misc. Metals Furnish/Install	$ 50,000.00	50,000.00			50,000.00	100%	-
15	Masonry Above Structure	$ 225,000.00	225,000.00			225,000.00	100%	-
16	Doors & Windows Furnish/Install	$ 65,000.00	65,000.00			65,000.00	100%	-
17	Roof Trusses Furnish/Install	$ 45,000.00	45,000.00			45,000.00	100%	-
18	Standing Seam Roof & Specialties	$ 100,000.00	100,000.00			100,000.00	100%	-
19	Slide Gates Furish/Install	$ 100,000.00	100,000.00			100,000.00	100%	-
20	Bar Screen Furnish/Install	$ 200,000.00	200,000.00			200,000.00	100%	-
21	Grit Equipment, Valves, Flumes Furnish/Install	$ 1,300,000.00	1,300,000.00			1,300,000.00	100%	-
22	Parshall Flume	$ 10,000.00	10,000.00			10,000.00	100%	-
23	Indoor Sampler	$ 20,000.00	20,000.00			20,000.00	100%	-
24	Painting Structure	$ 40,000.00	40,000.00			40,000.00	100%	-
25	Instrumentation & Control Work	$ 950,000.00	950,000.00			950,000.00	100%	-
26	Mechanical Work (both buildings)	$ 270,000.00	267,000.00	3,000.00		270,000.00	100%	-
27	Electrical Work	$ 700,000.00	700,000.00			700,000.00	100%	-
	AGP FLUME NO. 20		-			-		-
28	Excavation & Backfill	$ 15,000.00	15,000.00			15,000.00	100%	-
29	Concrete Base	$ 20,000.00	20,000.00			20,000.00	100%	-
30	Concrete Walls	$ 42,000.00	42,000.00			42,000.00	100%	-
31	Misc. Metals Furnish/Install	$ 10,000.00	10,000.00			10,000.00	100%	-
32	Equipment Flume Install	$ 15,000.00	15,000.00			15,000.00	100%	-
	INFLUENT PUMP STATION		-			-		-

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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.: 31 **Application Period:** **From** 08/26/26 **to** 10/26/26 **Application Date:** 10/26/26

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
33	Excavation & Backfill	$ 160,000.00	160,000.00			160,000.00	100%	-
34	Concrete Base	$ 50,000.00	50,000.00			50,000.00	100%	-
35	Concrete Walls	$ 327,000.00	327,000.00			327,000.00	100%	-
36	Concrete Roof	$ 100,000.00	100,000.00			100,000.00	100%	-
37	Misc. Metals Funish/Install	$ 50,000.00	50,000.00			50,000.00	100%	-
38	Furnish & Install Pumps	$ 525,000.00	525,000.00			525,000.00	100%	-
39	Furnish & Install Jib Crane & Foundation	$ 50,000.00	50,000.00			50,000.00	100%	-
40	Painting Work	$ 35,000.00	35,000.00			35,000.00	100%	-
41	Electrical Work	$ 50,000.00	50,000.00			50,000.00	100%	-
	NEW SBR STRUCTURE		-			-		-
42	Excavation & Backfill	$ 350,000.00	350,000.00			350,000.00	100%	-
43	SBR Concrete Base Sections	$ 520,000.00	520,000.00			520,000.00	100%	-
44	SBR Concrete Wall Sections	$ 1,261,000.00	1,261,000.00			1,261,000.00	100%	-
45	SBR Basin Equipment Aeration	$ 1,000,000.00	1,000,000.00			1,000,000.00	100%	-
46	SBR Basin Equipment Pumps	$ 50,000.00	50,000.00			50,000.00	100%	-
47	Misc. Metals Furnish/Install	$ 40,000.00	40,000.00			40,000.00	100%	-
48	Painting Work	$ 15,000.00	15,000.00			15,000.00	100%	-
49	Electrical Work	$ 50,000.00	50,000.00			50,000.00	100%	-
	BLOWER BUILDING MODIFICATIONS		-			-		-
50	Concrete Floor/Wall Demolition	$ 15,000.00	15,000.00			15,000.00	100%	-
51	Excavation & Backfill	$ 15,000.00	15,000.00			15,000.00	100%	-
52	New Concrete Floor and Blower Bases	$ 35,000.00	35,000.00			35,000.00	100%	-
53	New Masonry Wall/Misc. Infill	$ 7,500.00	7,500.00			7,500.00	100%	-
54	Furnish & Install Doors	$ 7,500.00	7,500.00			7,500.00	100%	-
55	Funish & Install New/Existing SBR Blowers	$ 400,000.00	400,000.00			400,000.00	100%	-
56	Painting Work	$ 20,000.00	20,000.00			20,000.00	100%	-
57	Instrumentation & Control Work	$ 150,000.00	150,000.00			150,000.00	100%	-
58	Electrical Work	$ 100,000.00	100,000.00			100,000.00	100%	-
	EXISTING SBR BASIN MODIFICATIONS		-			-		-
59	Remove Existing Equipment & Piping	$ 50,000.00	50,000.00			50,000.00	100%	-
60	Existing SBR Basin Equipment Aeration	$ 1,000,000.00	1,000,000.00			1,000,000.00	100%	-
61	Existing SBR Basin Equipment Pumps	$ 50,000.00	50,000.00			50,000.00	100%	-
62	Misc. Metals Furnish/Install	$ 40,000.00	40,000.00			40,000.00	100%	-
63	Construct New SBR Splitter Box	$ 174,000.00	174,000.00			174,000.00	100%	-
64	Painting Work	$ 20,000.00	20,000.00			20,000.00	100%	-
65	Electrical Work	$ 50,000.00	50,000.00			50,000.00	100%	-
	STORAGE BUILDING		-			-		-

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Progress Estimate - Lump Sum Work **Contractor's Application for Payment**

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

Application No.: 31 **Application Period:** **From** 08/26/26 **to** 10/26/26 **Application Date:** 10/26/26

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
66	Excavation & Backfill	$ 35,000.00	35,000.00			35,000.00	100%	-
67	Building Drainage Piping & Oil Seperator	$ 40,000.00	40,000.00			40,000.00	100%	-
68	Concrete Foundations	$ 40,000.00	40,000.00			40,000.00	100%	-
69	Concrete Floor	$ 56,000.00	56,000.00			56,000.00	100%	-
70	New Building Walls and Roof	$ 270,000.00	270,000.00			270,000.00	100%	-
71	Doors & Windows	$ 40,000.00	40,000.00			40,000.00	100%	-
72	Painting Work	$ 30,000.00	25,000.00	5,000.00		30,000.00	100%	-
73	Electrical Work	$ 75,000.00	75,000.00			75,000.00	100%	-
	DEMO EXISTING HEADWORKS BUILDING		-			-		-
74	Demolition of Existing Building Complete	$ 30,000.00	30,000.00			30,000.00	100%	-
	CLOSEOUT		-			-		-
75	Site Grading	$ 25,000.00	20,000.00	3,000.00		23,000.00	92%	2,000.00
76	SBR/Storage Building Sidewalks	$ 25,000.00	20,000.00	2,000.00		22,000.00	88%	3,000.00
77	Concrete Paving	$ 20,000.00	10,000.00	10,000.00		20,000.00	100%	-
78	Seeding & Mulch	$ 15,000.00	-			-	0%	15,000.00
79	Crushed Rock Surfacing Roads	$ 80,000.00	15,000.00	30,000.00		45,000.00	56%	35,000.00
80	Fence & Gate System	$ 30,000.00	10,000.00	20,000.00		30,000.00	100%	-
	Original Contract Totals	**$ 16,882,000.00**	**$ 16,654,500.00**	**$ 172,500.00**	**$ -**	**$ 16,827,000.00**	**100%**	**$ 55,000.00**

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Progress Estimate - Lump Sum Work **Contractor's Application for Payment**

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

Application No.: 31 **Application Period:** **From** 08/26/26 **to** 10/26/26 **Application Date:** 10/26/26

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
	Change Orders							
1	Misc Submittals and Deducts	$ 39,532.11	39,532.11			39,532.11	100%	-
2	Headworks Stabilization Rock	$ 133,342.31	133,342.31			133,342.31	100%	-
3	Temporary Bypass Lane	$ 105,656.02	105,656.02			105,656.02	100%	-
4	Headworks Building Deducts	$ (9,951.85)	(9,951.85)			(9,951.85)	100%	-
5	Misc Modifications	$ 112,629.23	112,629.23			112,629.23	100%	-
6	SBR Stabilization Rock, OVH Door & Surge Relief Valves	$ 220,266.68	220,266.68			220,266.68	100%	-
7	Headworks & Storage HVAC, SBR Air Piping	$ 135,701.87	135,701.87			135,701.87	100%	-
8	WCD 10-13, 16-18: Electrical, Grading, HVAC, HW Ceiling	$ 557,215.22	550,000.00	7,215.22		557,215.22	100%	-
9	WCDs: 1, 15, 20-23, 26-27, 29-30 Misc	$ 37,790.74	37,790.74			37,790.74	100%	-
10	WCD 25 - Headworks Slide Gate	$ 80,262.53				-	0%	80,262.53
11	Hydrant Line Revision	$ 20,941.02	13,000.00	7,941.02		20,941.02	100%	-
12	Blower Approach Drainage and Entrance Deduct	$ 27,150.29				-	0%	27,150.29
13	Electrical Modifciations	$ 18,615.00				-	0%	18,615.00
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
	Change Order Totals	**$ 1,479,151.17**	**$ 1,337,967.11**	**$ 15,156.24**	**$ -**	**$ 1,353,123.35**	**91%**	**$ 126,027.82**
	Original Contract and Change Orders							
	Project Totals	**$ 18,361,151.17**	**$ 17,992,467.11**	**$ 187,656.24**	**$ -**	**$ 18,180,123.35**	**99%**	**$ 181,027.82**

EJCDC C-620 Contractor's Application for Payment
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Stored Materials Summary

Contractor's Application for Payment

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

Application No.: 31 **Application Period:** From 08/26/26 to 10/26/26 **Application Date:** 10/26/26

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) ($)
	105795-1		Aqua Aerobics Down Payment			261,353.50		261,353.50	261,353.50		261,353.50	-
	50026177578		Rebar			19,091.30		19,091.30	19,091.30		19,091.30	-
	50026159555		Rebar			28,359.32		28,359.32	28,359.32		28,359.32	-
	50026147392		Rebar			26,753.09		26,753.09	26,753.09		26,753.09	-
	50026147072		Rebar			29,743.20		29,743.20	29,743.20		29,743.20	-
	50026147071		Rebar			29,743.20		29,743.20	29,743.20		29,743.20	-
	50026114832		Rebar			29,743.20		29,743.20	29,743.20		29,743.20	-
	50026127187		Rebar			22,299.72		22,299.72	22,299.72		22,299.72	-
	50026303876		Rebar			30,145.37		30,145.37	30,145.37		30,145.37	-
	0755219-1		Polywrap			1,964.40		1,964.40	1,964.40		1,964.40	-
	755226		Polywrap			420.00		420.00	420.00		420.00	-
	755219		Polywrap			3,170.72		3,170.72	3,170.72		3,170.72	-
	27693		HME Shop Drawings			6,675.00		6,675.00	6,675.00		6,675.00	-
	50026415841		Rebar			17,736.06		17,736.06	17,736.06		17,736.06	-
	50026367581		Rebar			26,960.24		26,960.24	26,960.24		26,960.24	-
	50026337203		Rebar			26,014.37		26,014.37	26,014.37		26,014.37	-
	50026192138		Rebar			18,469.82		18,469.82	18,469.82		18,469.82	-
	94020		SBR Wall Valves			76,643.95		76,643.95	76,643.95		76,643.95	-
	755902		Ductile Iron Pipe			18,451.18		18,451.18	18,451.18		18,451.18	-
	755171		Project Manager			15,132.60		15,132.60	15,132.60		15,132.60	-
	50026489471		Rebar			650.00		650.00	650.00		650.00	-
	50026599911		Rebar			5,675.00		5,675.00	5,675.00		5,675.00	-
	50026604462		Rebar			2,179.06		2,179.06	2,179.06		2,179.06	-
			Concrete Expansion Joints			5,892.80		5,892.80	5,892.80		5,892.80	-
	105795-2		Aqua Aerobics - Second Payment			522,707.00		522,707.00	522,707.00		522,707.00	-
	0756281-2		Ductile Iron Pipe and Accessories			1,975.74		1,975.74	1,975.74		1,975.74	-
	0756281-1		Ductile Iron Pipe and Accessories			10,440.99		10,440.99	10,440.99		10,440.99	-
	757833		24" PVC Pipe			83,203.12		83,203.12	-	83,203.12	83,203.12	-
	0755902-1		Ductile Iron Pipe and Accessories			21,275.08		21,275.08	21,275.08		21,275.08	-
	757699		Ductile Iron Pipe and Accessories			622.71		622.71	622.71		622.71	-
	755893		Ductile Iron Pipe and Accessories			22,446.17		22,446.17	22,446.17		22,446.17	-
	756281		Ductile Iron Pipe and Accessories			5,056.44		5,056.44	5,056.44		5,056.44	-
	94511		Butterfly Valves and Accessories			128,612.31		128,612.31	128,612.31		128,612.31	-
	94275		Air Release Valves			7,803.31		7,803.31	7,803.31		7,803.31	-
	27920		HME Shop Drawings			20,025.00		20,025.00	20,025.00		20,025.00	-
	0174120-IN		Hatches and Crane Equipment			30,750.00		30,750.00	30,750.00		30,750.00	-
	0756281-3		Ductile Iron Pipe and Accessories			3,181.29		3,181.29	3,181.29		3,181.29	-
	2022-113		Electrical Stored Materials			36,633.43		36,633.43	36,633.43		36,633.43	-
	759894		Ductile Iron Forcemain Pipe			184,557.08		184,557.08	184,557.08		184,557.08	-
	94711		Valves			116,428.37		116,428.37	116,428.37		116,428.37	-
	0755902-2		Ductile Iron Pipe			23,676.17		23,676.17	23,676.17		23,676.17	-
	50027906312		Rebar			27,202.03		27,202.03	27,202.03		27,202.03	-
	50027701696		Rebar			2,573.98		2,573.98	2,573.98		2,573.98	-
	50027633543		Rebar			14,510.75		14,510.75	14,510.75		14,510.75	-
	50027614897		Rebar			20,282.00		20,282.00	20,282.00		20,282.00	-
	95073		Gates/Valves/Flumes			10,622.32		10,622.32	10,622.32		10,622.32	-
	94913		Gates/Valves/Flumes			135,104.83		135,104.83	135,104.83		135,104.83	-
	0759894-2		Ductile Iron Pipe			89,965.26		89,965.26	89,965.26		89,965.26	-
	0759894-1		Ductile Iron Pipe			48,516.80		48,516.80	48,516.80		48,516.80	-
	760997		Ductile Iron Pipe			30,341.68		30,341.68	30,341.68		30,341.68	-

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Stored Materials Summary

Contractor's Application for Payment

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

Application No.: 31 **Application Period:** From 08/26/26 to 10/26/26 **Application Date:** 10/26/26

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) ($)
	0757692-1		Ductile Iron Pipe			6,545.67		6,545.67	6,545.67		6,545.67	-
	757692		Ductile Iron Pipe			34,436.37		34,436.37	34,436.37		34,436.37	-
	8635424-01		Electrical Stored Materials			1,893.10		1,893.10	1,893.10		1,893.10	-
	8653766-00		Electrical Stored Materials			1,344.01		1,344.01	1,344.01		1,344.01	-
	8635424-00		Electrical Stored Materials			1,029.30		1,029.30	1,029.30		1,029.30	-
	8651280-00		Electrical Stored Materials			249.97		249.97	249.97		249.97	-
	8602508-01		Electrical Stored Materials			5,846.58		5,846.58	5,846.58		5,846.58	-
	8602508-02		Electrical Stored Materials			18,107.44		18,107.44	18,107.44		18,107.44	-
	8634948-00		Electrical Stored Materials			10.92		10.92	10.92		10.92	-
	2022-119		Electrical Stored Materials			5,915.24		5,915.24	5,915.24		5,915.24	-
	95314		Valves			35,962.26		35,962.26	35,962.26		35,962.26	-
	95296		Valves			5,507.18		5,507.18	5,507.18		5,507.18	-
	95194		Valves			64,227.99		64,227.99	64,227.99		64,227.99	-
	0760997-1		Embedded Wall Pipe			10,490.00		10,490.00	10,490.00		10,490.00	-
	761001		Embedded Wall Pipe			10,763.56		10,763.56	10,763.56		10,763.56	-
	759887		Ductile Iron Fittings			14,654.75		14,654.75	14,654.75		14,654.75	-
	0760997-2		Ductile Iron Pipe			18,733.52		18,733.52	18,733.52		18,733.52	-
	50028222134		Headworks Area Rebar			17,661.05		17,661.05	17,661.05		17,661.05	-
	50028559050		Generator Pad Rebar			5,316.85		5,316.85	5,316.85		5,316.85	-
	95460		Valves			9,113.55		9,113.55	9,113.55		9,113.55	-
	765559		Ductile Iron Pipe			11,022.47		11,022.47	11,022.47		11,022.47	-
	765117		Ductile Iron Pipe			95,948.26		95,948.26	95,948.26		95,948.26	-
	764836		Ductile Iron Pipe			22,291.21		22,291.21	22,291.21		22,291.21	-
	764427		Ductile Iron Pipe			2,800.00		2,800.00	2,800.00		2,800.00	-
	0764836-1		Ductile Iron Pipe			9,449.42		9,449.42	9,449.42		9,449.42	-
	764846		Ductile Iron Pipe			21,007.67		21,007.67	21,007.67		21,007.67	-
	0765117-2		Ductile Iron Pipe			21,792.38		21,792.38	21,792.38		21,792.38	-
	8653766-01		Electrical Stored Materials			6,180.00		6,180.00	6,180.00		6,180.00	-
	8635424-02		Electrical Stored Materials			9,419.62		9,419.62	9,419.62		9,419.62	-
	8635424-03		Electrical Stored Materials			5,327.55		5,327.55	5,327.55		5,327.55	-
	8658232-00		Electrical Stored Materials			20,413.00		20,413.00	20,413.00		20,413.00	-
	8635424-04		Electrical Stored Materials			4,119.52		4,119.52	4,119.52		4,119.52	-
	8666003-00		Electrical Stored Materials			8,910.00		8,910.00	8,910.00		8,910.00	-
	8602508-03		Electrical Stored Materials			5,317.25		5,317.25	5,317.25		5,317.25	-
	8658232-02		Electrical Stored Materials			31,315.00		31,315.00	31,315.00		31,315.00	-
	8658232-01		Electrical Stored Materials			32,956.00		32,956.00	32,956.00		32,956.00	-
	NECOL256197		Electrical Stored Materials			301.18		301.18	301.18		301.18	-
	79795		Electrical Stored Materials			270.00		270.00	270.00		270.00	-
	12251		HOA Progress Billing			227,884.60		227,884.60	227,884.60		227,884.60	-
	27665		Submersible Pumps			432,500.00		432,500.00	432,500.00		432,500.00	-
	0174897-IN		Hoist			19,110.00		19,110.00	19,110.00		19,110.00	-
	0765117-6		Pipe and Fittings			9,402.29		9,402.29	9,402.29		9,402.29	-
	0765117-5		Pipe and Fittings			39,726.61		39,726.61	39,726.61		39,726.61	-
	0765117-4		Pipe and Fittings			6,442.13		6,442.13	6,442.13		6,442.13	-
	0760997-3		Pipe and Fittings			26,816.12		26,816.12	26,816.12		26,816.12	-
	0765117-3		Pipe and Fittings			578.28		578.28	578.28		578.28	-
	766259		Pipe and Fittings			21,663.44		21,663.44	21,663.44		21,663.44	-
	764818		Pipe and Fittings			25,146.59		25,146.59	25,146.59		25,146.59	-
	95755		Valves			33,531.00		33,531.00	33,531.00		33,531.00	-
	8635424-05		Electrical Stored Materials			386.20		386.20	386.20		386.20	-

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Stored Materials Summary

Contractor's Application for Payment

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

Application No.: 31 **Application Period:** From 08/26/26 to 10/26/26 **Application Date:** 10/26/26

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) ($)
	8658653-00		Electrical Stored Materials			1,335.00		1,335.00	1,335.00		1,335.00	-
	8602508-04		Electrical Stored Materials			373.10		373.10	373.10		373.10	-
	8694471-00		Electrical Stored Materials			266.93		266.93	266.93		266.93	-
	8602508-05		Electrical Stored Materials			2,328.26		2,328.26	2,328.26		2,328.26	-
	8635424-06		Electrical Stored Materials			12,514.95		12,514.95	12,514.95		12,514.95	-
	8792		Grit Pump			23,395.00		23,395.00	23,395.00		23,395.00	-
	29452		Handrail			12,300.00		12,300.00	12,300.00		12,300.00	-
	568		HVAC: Air Conditioners			16,920.00		16,920.00	16,920.00		16,920.00	-
	0765117-7		Pipe and Fittings			2,528.22		2,528.22	2,528.22		2,528.22	-
	766417		Piping System/Ball Valves			3,112.76		3,112.76	3,112.76		3,112.76	-
	770080		Pipe and Fittings			4,184.11		4,184.11	4,184.11		4,184.11	-
	765579		Pipe and Fittings			33,920.76		33,920.76	33,920.76		33,920.76	-
	0057750-IN		Sand/Oil Trap			10,900.00		10,900.00	10,900.00		10,900.00	-
	29678		Ladders			8,250.00		8,250.00	8,250.00		8,250.00	-
	769915		Pipe and Fittings			17,343.56		17,343.56	17,343.56		17,343.56	-
	1045880		Aqua Aerobics SBR Equipment			254,849.56		254,849.56	254,849.56		254,849.56	-
	1046052		Aqua Aerobics SBR Equipment			703,753.84		703,753.84	703,753.84		703,753.84	-
	24105-18870		Bar Screen			127,871.00		127,871.00	127,871.00		127,871.00	-
	92726-00		Generator			82,368.00		82,368.00	82,368.00		82,368.00	-
	8653766-02		Electrical Stored Materials			12,200.28		12,200.28	12,200.28		12,200.28	-
	1046371		Aqua Aerobics SBR Equipment			56,029.84		56,029.84	56,029.84		56,029.84	-
	448099		Precast Manholes			6,829.90		6,829.90	6,829.90		6,829.90	-
	448100		Precast Manholes			6,367.98		6,367.98	6,367.98		6,367.98	-
	1046768		Aqua Aerobic Equipment			456,848.92		456,848.92	456,848.92		456,848.92	-
	1046711		Aqua Aerobic Equipment			4,266.73		4,266.73	4,266.73		4,266.73	-
	769540		Pipe and Fittings			10,912.32		10,912.32	10,912.32		10,912.32	-
	777143		Pipe and Fittings			9,368.08		9,368.08	9,368.08		9,368.08	-
	50030735331		Blower Room Rebar			4,203.29		4,203.29	4,203.29		4,203.29	-
	SO113091		Doors and Frames			30,000.00		30,000.00	30,000.00		30,000.00	-
	1047062		Aqua Aerobic Equipment			75,103.16		75,103.16	75,103.16		75,103.16	-
	12687		Instrumentation Equipment			55,490.40		55,490.40	55,490.40		55,490.40	-
	97508		Slide Gates			277,359.52		277,359.52	277,359.52		277,359.52	-
	777559		Ductile Iron Pipe and Fittings (SBR)			33,415.07		33,415.07	33,415.07		33,415.07	-
	777526		Ductile Iron Pipe and Fittings (Blower)			7,835.01		7,835.01	7,835.01		7,835.01	-
	0777559-1		Ductile Iron Pipe and Fittings (SBR)			17,352.34		17,352.34	17,352.34		17,352.34	-
	30706		Misc Steel			81,605.00		81,605.00	81,605.00		81,605.00	-
	12743		Motor Control Centers and Drives			438,253.00		438,253.00	438,253.00		438,253.00	-
	97802		Slide Gate Actuator			22,576.82		22,576.82	22,576.82		22,576.82	-
	97966		Grit Removal System			227,316.00		227,316.00	227,316.00		227,316.00	-
6	781379		Ductile Iron Pipe and Fittings			6,995.20		6,995.20	6,995.20		6,995.20	-
6	0779486-1		Ductile Iron Pipe and Fittings			5,131.29		5,131.29	5,131.29		5,131.29	-
6	0799486-2		Ductile Iron Pipe and Fittings			93,081.78		93,081.78	93,081.78		93,081.78	-
6	0777559-2		Ductile Iron Pipe and Fittings			11,821.88		11,821.88	11,821.88		11,821.88	-
6	780229		14" SBR Pipe			4,492.31		4,492.31	4,492.31		4,492.31	-
	IN108191		Doors and Frames			16,637.14		16,637.14	16,637.14		16,637.14	-
	133739		Headworks Trusses (Partial)			4,925.00		4,925.00	4,925.00		4,925.00	-
	781551		Ductile Iron Pipe and Fittings			12,310.45		12,310.45	12,310.45		12,310.45	-
	0785422-1		Dutile Iron Fittings (Blower)			9,229.73		9,229.73	9,229.73		9,229.73	-
CO 7	0793899-2		Ductile Iron Fittings (SBRs)			30,196.48		30,196.48	30,196.48		30,196.48	-
					Totals	**$ 7,068,288.03**	**$ -**	**$ 7,068,288.03**	**$ 6,985,084.91**	**$ 83,203.12**	**$ 7,068,288.03**	**$ -**

EJCDC C-620 Contractor's Application for Payment
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Thiele Geotech Inc

13478 Chandler Road
Omaha, Nebraska 68138-3716
402.556.2171 Fax 402.556.7831
www.thielegeotech.com

October 20, 2026

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

RE: PROPOSAL FOR GEOTECHNICAL EXPLORATION
DAVID CITY AIRPORT LIFT STATION & IMPROVEMENTS, DAVID CITY, NE

To Whom It May Concern:

Enclosed is our proposal for geotechnical exploration related to the proposed lift station, sewer, and water main located in David City, Nebraska. The accompanying proposal describes our approach and proposed scope of services, the estimated cost of the study, and the contract terms.

Thiele Geotech is a service-oriented firm offering geotechnical, material, and environmental engineering. Our focus is on providing quality engineering solutions based on each individual client's needs. Our professional staff has experience with similar projects, and we have the equipment and resources available to complete this study.

We look forward to working with you and your design team on this project. If you have any questions, please call. If the accompanying proposal is acceptable, please return an executed copy to our office.

Respectfully,
Thiele Geotech, Inc.



Collin R. Steimer, P.E.

Enclosures

R:\PROPOSAL\GEOTECHNICAL DEPARTMENT\DAVID CITY LIFT STATION & IMPROVEMENTS.DOCX

Geotechnical Exploration Proposal
David City Lift Station & Improvements
David City, Nebraska
October 20, 2026

Thiele Geotech, Inc. is pleased to submit our proposal for geotechnical exploration related to the referenced project. The following sections detail our understanding of the project, our proposed scope of services, and the cost of the study. The contract terms are attached in Exhibit A. This proposal will be held open for a period of 45 days from the above date.

PROJECT DESCRIPTION

Our understanding of the project is based upon information provided by JEO Consulting Group.

The project consists of installing approximately 3,600 lineal feet of new force main along Mn Road and installation of a new lift station with associated gravity sewer north of the airport in David City, Nebraska. An additional 1,300 lineal feet of sanitary sewer and 2,700 feet lineal feet of water main will be installed on the north and south sides of A Street, respectively. This geotechnical exploration is specifically to address ground water levels and geotechnical engineering recommendations for installation of the force main, lift station, gravity sewer, sanitary sewer, and water main at/near the proposed boring locations.

Trenchless methods are assumed to be utilized along A Street, beneath a drainageway for the sanitary sewer and water main installation. Cut and cover installation will be utilized for all the force main, gravity sewer, and remaining sanitary sewer, and water main installation. We assume that maximum depth for installation will not exceed 10 feet, except for the trenchless installation beneath the drainageway. A maximum depth of 25 feet is assumed for the new lift station.

Based on previous experience in the area, the soils on the site are expected to consist of Peoria loess deposits overlying older loess and till deposits. The loess is assumed to be of firm consistency.

SCOPE OF SERVICES

Our proposed geotechnical exploration will consist of test borings to obtain geologic information and samples of the site soils, laboratory tests to determine the relevant engineering properties of the various soil strata, and a report of geotechnical engineering recommendations.

Prior to mobilization, we will contact 811 Nebraska One Call to locate public utilities at the project site. Any private utilities not identified by One Call are the responsibility of the Owner or Owner's representative to locate.

With the anticipated soil conditions, we propose conducting a total of nine test borings at strategic locations identified by JEO. Based on boring depths of 15 to 35 feet, a total drilling footage of up to 175 lineal feet is proposed. The borings will be sampled at intervals of 5 feet or less and a descriptive log of the test borings will be prepared.

Based on the results of the test borings, a laboratory testing program will be established to evaluate the engineering properties of the various soil strata. Laboratory testing may include moisture content and density determinations to characterize the state and uniformity of the deposits, unconfined compression tests to determine shear strength parameters, and index property tests for classification.

Our report will discuss the general soil and ground water conditions underlying the site; present the relevant engineering properties of the existing soils; provide earthwork and site preparation recommendations; and recommend design criteria and parameters for force main, lift station, gravity sewer, sanitary sewer, and water main installation.

The proposed scope of services does not include an evaluation of potential contamination on or near the site. If the environmental condition of the property is a concern, an environmental site assessment can be provided as an additional service.

ESTIMATED COST & SCHEDULE

Based on the indicated work scope, we propose a lump sum fee of $10,000 for the geotechnical exploration. If additional work is authorized by the client due to unforeseen subsurface conditions or due to a change in scope, additional drilling, testing, and/or engineering will be provided at our normal fee schedule rates or for an agreed lump sum fee.

Approximately 6 to 8 weeks from your notice to proceed will be required to complete the study. The schedule is somewhat dependent on weather, site access conditions, and other factors including the actual subsurface conditions identified in the test borings. If this proposed schedule does not meet your project requirements, we would be happy to discuss alternate schedules.

ADDITIONAL SERVICES

Subsequent to completion of the geotechnical exploration report, additional services are often required that are not included in the above estimate. These include consultation with the design team and review of the final plans and specifications. In addition, construction phase quality control testing is an additional service not included in the above estimate. An environmental assessment, if required, can also be performed as an additional service. If we are requested to provide additional services including, but not limited to the above, you will be billed in accordance with our normal fee schedule. We would be happy to provide cost estimates for any additional services at your request.

EXHIBITS

Exhibit A - General Conditions

THIELE GEOTECH, INC.

By: _____

Robert K. Lapke, P.E.
blapke@thielegeotech.com
13478 Chandler Road
Omaha, Nebraska 68138-3716
402/556-2171

CLIENT: _____

Signed By: _____ Date: _____

Name: _____

Email: _____

Address: _____

City, State: _____

Phone: _____

Accounts Payable Contact:

_____

Accounts Payable Email:

_____

GENERAL CONDITIONS

1. SCOPE OF WORK: Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.

2. ACCESS TO SITES, PERMITS, AND APPROVALS: The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.

3. UTILITIES: In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to identify the type and location of any privately owned subsurface utilities or structures. The client further agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.

4. UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, suspend further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.

5. REPORTS AND INVOICES: TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.

6. OWNERSHIP OF DOCUMENTS: All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.

8. CONFIDENTIALITY: TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.

9. STANDARD OF CARE: Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

10. LIMITATION OF DAMAGES: In recognition of the relative risks, rewards, and benefits to both the Client and TG, the parties agree that the allocation of risk in this Agreement is reasonable and appropriate. Accordingly, the Client agrees that any and all damages sought from TG—whether by the Client or by any other party claiming to have relied on TG's work provided through the Client—shall be limited to $50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation on damages is a business understanding between the parties, voluntarily and knowingly negotiated, and applies to all theories of recovery, including but not limited to breach of contract, warranty, tort (including negligence), strict liability, statutory liability, or any other cause of action, except in cases of TG's willful misconduct or gross negligence.

11. CONSEQUENTIAL DAMAGES: Neither party, including their respective contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

12. CLAIMS: Client agrees that any claim for damages filed against TG by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against TG or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of TG's services under this agreement.

13. TERMINATION: This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.

14. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.

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

16. ASSIGNMENT: Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.

17. PROVISIONS SEVERABLE: In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

NOTICE OF PUBLIC HEARING ON AN APPLICATION FOR THE LAND AND WATER CONSERVATION FUND (LWCF) ASSISTANCE

NOTICE IS HEREBY GIVEN that on **Wednesday, October 28, 2026**, at or **soon after 7:00 o'clock p.m**. at **City Office, 490 E Street, David City,** the City of David City will hold a public hearing concerning a proposed application to the Nebraska Game and Parks Commission for **Land and Water Conservation Fund (LWCF)** assistance under the Standard Grant Program.

The City of David City proposes to apply for LWCF assistance for recreational improvements at David City Park, located south of Kansas Street between 7th and 9th Streets, David City, Nebraska 68632.

The proposed project is intended to improve recreational opportunities, accessibility, and the functionality of these public recreation facilities. The estimated total project cost is **$620,000**, and the City is requesting **$310,000 in LWCF grant assistance**, with the remaining $310,000 to be provided through matching funds. The proposed improvements include:

- **Tennis court replacement with pickleball overlay at David City Park:** $350,000
- **Playground equipment replacement:** $100,000
- **ADA-compliant rubberized playground surfacing:** $50,000
- **Playground demolition, site work, and accessibility improvements:** $30,000
- **Engineering, design, and bidding:** $40,000
- **Additional allowance for site conditions and changes to project scope:** $50,000

The project will take place within the existing public recreation properties, and no land acquisition is proposed.

The purpose of the public hearing is to provide residents and other interested persons an opportunity to receive information regarding the proposed project and LWCF application, ask questions, and provide comments regarding the proposed improvements and use of LWCF assistance.

All interested parties are invited to attend the public hearing and will have an opportunity to provide oral or written comments regarding the proposed project and application. Written comments may also be submitted to **Lori Matchett, City Clerk - Treasurer**, City of David City, **P.O. Box 191, 490 E Street, David City, NE 68632** and should be received on or before Wednesday, October 28, 2026.

Individuals requiring physical or sensory accommodations, including interpreter services, Braille, large print, or recorded materials, should contact **Lori Matchett, City Clerk - Treasurer** at cityclerk@davidcityne.gov no later than **October 28, 2026**. Reasonable accommodations will be made for persons with disabilities and non-English-speaking individuals, provided sufficient advance notice is received by the City.

City of David City

GRUNWALD MECHANICAL
CONTRACTORS & ENGINEERS

SERVICE
PLUMBING
DESIGN BUILD
HEATING & AIR

9/21/2026
David City Park
485 South 9 Th Street
David City Nebraska 68632

RE: Boiler replacement.
We propose: Remove old boiler and related piping. Replace with new Raypak #P1802C- HI DELTA POOL HEATER.1800 MBH input N/G HEAT Exchanger IS BRONZE WITH CUPRONICKEL TUBES.H-style bypass and a taco pump 1632B heater pump. Related pipe and exhaust included.
3-4 Weeks from factory.

MATERIALS:.....$5100.00
- **EQUIPMENT:.....$40.111.20**
- **INSULATION:.....$0**
- **LABOR FOR TECHS:.....$8640.00**
- **ELECTRICAL: DONE BY OTHERS.**
- **DRYWALL/PAINTING/TILE.DONE BY OTHERS.**

Exclusions to Our Quotation:
- Any and all overtime.
- Any work not listed in this quotation.
- Bid good for 30 days
- Any tile work
- Any and all painting

Mechanical Quote..... $53.851.20

Thank you for the opportunity to quote the above project. If I can be of further assistance or can answer any questions regarding the above or any other project, please do not hesitate to call me at (402) 342-1911.

Grunwald Mechanical Contractors & Engineers

This Proposal Submitted by:

Tom Ricceri

Tom Ricceri Plumbing Supervisor/Estimator

Proposal Accepted by

_____Date_____

Representative of DAVID CITY POOL

Rutt's
HEATING & A/C INC.
SHEET METAL

1001 W 1st St, Hastings, NE 68901 * (402) 564-0595

Company: David City Pool
Address: 490 E St, David City, NE 68632

Date: Jul 8, 2026
Re: Boiler, Pool Htr.
File Number: 101224
Property: David City Pool
Address: 485 S 9th St, David City, NE 68632

As requested, we are pleased to offer our proposal for the above referenced project as follows:

SPECIFIC INCLUSIONS
Replace Pool Heater Boiler.

Lochinvar 1.8M BTU Boiler
Water Piping
Flue Piping
Electrical
Start Up
Boiler Inspection

CLARIFICATIONS
1. Our offer is firm for thirty days from the date listed above.
2. 50% down payment is required with the signed quote when equipment is being replaced, before equipment will be ordered. If paying by credit card, there will be a credit card surcharge fee of approximately 3% added to the invoice. To inquire about financing for new construction or direct replacements only, please contact our office at 402-463-4853.
3. Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
4. Unless noted in the specific inclusions, our work will be performed during our normal business hours.

SPECIFIC EXCLUSIONS

1. Sales Tax.

Total Proposal as Outlined Above..... $55,746.00

ACCEPTANCE OF PROPOSAL
This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.

Customer Name and/or PO is needed:_____

Signature:_____

Date:_____

Greg Aschoff
954 Bicentennial Circle
David City, NE 68632

September 26, 2026

Lori Matchett, City Clerk
City of David City
PO Box 191
David City, NE 68632

Dear Lori,

Please accept this letter as my formal resignation from the David City Planning Commission, effective October 1, 2026.

I have enjoyed my time on the Planning Commission and appreciate the opportunity to contribute to the future of David City. I am grateful for the experience, the people I have been able to work with, and the important work of the Commission.

At this time, I have decided to focus my time and energy on bringing development and new opportunities to our area through my work with the Butler County Development Corporation. I believe this is where I can best contribute my efforts toward the continued growth and prosperity of our community.

I remain committed to serving David City and the surrounding area and look forward to continuing to support our community in this new capacity.

Sincerely,

Greg Aschoff

P.O. Box 191
557 4th Street
David City, NE 68632

DAVID CITY
NEBRASKA

Phone: (402) 367-3135
FAX: (402) 367-3126
Website: www.davidcityne.com

DOWNTOWN REVITALIZATION (DTR) APPLICATION

PART I: APPLICANT INFORMATION

Applicant Name: Sack Lumber Company

Mailing Address: PO Box 36 City: Crete State: NE Zip: 68333

Email Address: tom.sacklumber@gmail.com Phone: (402) 826 - 2138

Legal Name of Business or Entity*: Sack Lumber Company
**Name used to register business with the State of Nebraska*

Business Address: 566 N 5th Street City: David City State: NE Zip: 68632

PART II: PROJECT INFORMATION

Eligible Property Address: 566 N 5th Street

Total Square Footage: 6,132 Commercial Square Footage: 6,132

Residential Square Footage: 0 Other: _____

PART III: OWNERSHIP INFORMATION

☒ OWN ☐ LEASE

IF LEASE

Name of Property Owner: _____

Email Address: _____ Phone: (_____) _____ - _____

Beginning Date of Lease: _____ Termination Date of Lease: _____

Note: A copy of the applicant's current lease and a letter from the property owner authorizing the application and rehabilitation activities must be submitted with the Application Form.

PART IV: ELIGIBLE ACTIVITIES

Proposed project activities (please mark all that apply):

- ☐ Preparation of Structural Engineering
- ☐ Preparation of Architectural Plans
- ☐ Preparation of Engineering Specifications
- ☐ Building Code Compliance
- ☐ Removal of Nonconforming Items/Materials
- ☐ Sign/Awning Repair or Replacement
- ☐ Brick/Exterior Repair or Restoration
- ☐ Window/Door Repair or Replacement
- ☐ Other Facade Improvements (please explain)
- ☒ Other Improvements (please explain)

Explanation:

Roof has many leaks with it being a flatter roof system and there is a step in the roof that really has issues. Last time when we had snow/ice melting there was water running into a light fixture. Would like to get this roof fixed before any major rot issues happen and the roof needs to be fully replaced. Also worried about a leak making it way into any more light fixtures or electrical and creating a fire.

PART V: FINANCIAL

Estimated total project cost: $ 36,580.00

Revitalization Grant Funds* (up to 75% of Total Project Costs): $27,435.00

Matching Funds provided (at least 25 % of Total Project Costs):

$9,145.00

*Revitalization funds provided by the Nebraska Department of Economic Development Community Development Block Grant (CDBG) Program.

Sources of Matching Funds (please mark all that apply):

- ☒ Cash on hand in checking, savings, or other
- ☐ Bank loan
- ☐ Private loan or gift
- ☐ Other (please explain) _____

PART VI: AGREEMENT & SIGNATURE

Certification of Assurances

To the best of my knowledge and belief, as a condition of obtaining assistance through the David City DTR Program, the applicant will, if assistance is approved, comply with all Federal and State requirements and code, including the following:

A. The Civil Rights Act of 1964 (PL 88-352) and Title VII of the Civil Rights Act of 1968 (PO 90- 284);

B. Housing and Community Development Act of 1974, as amended;

C. Age Discrimination Act of 1975;

D. Section 504 of the Rehabilitation Act of 1973;

E. Davis Bacon Act, as amended (40 U.S.C 276a-276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974 as amended;

F. Fair Labor Standards Act of 1938, as amended, (29 U.S.C., 102 et, seq);

G. Preservation of Historical and Archaeological Data Act of 1974 (PL, 93-291);

H. National Historic Preservation Act of 1966, Section 106 (PL 89-665);

I. National Environmental Policy Act of 1969;

J. Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1979, Title II and Title III;

K. Nebraska Community Development Law, Section 18-2101 to 18-2144, Revised Statutes of Nebraska, 1943.

THE UNDERSIGNED, in applying for financial assistance from the City of David City Downtown Revitalization Program:

1) Agrees that prior to receiving an award, he or she shall comply with all federal, state, and local laws to the extent that such are applicable;

2) Attests that he or she is currently in good standing with the City or will return to good standing before any release of funds; and,

3) Acknowledges and agrees to enter into or execute any additional documents required by the City, the Nebraska Department of Economic Development, or the United States Department of Housing and Urban Development.

Address: 566 N 5th Street City: David City State: NE Zip: 68632

Signature: _____

Printed Name and Title: Thomas Salistean / General Manager

Date: 4/15/2025

Release and Hold Harmless Agreement

Release executed on this 28th day of March, 2025.

By (Property Owner) Sack Lumber Company and

(Business Owner if applicable) _____, of

(Street Address) 566 N 5th Street, City of David City, State of Nebraska, referred to as Releaser(s).

- In consideration of being granted monies for restoration, modifications, or other physical changes to property located at the above address, the Releaser(s), understands that they are solely responsible for providing their own contractors, paying their contractors, to assure that those contractors are fully insured and (where required) licensed, and have obtained all necessary permits in accordance with all pertinent regulations.
- The Releaser(s) waives, releases, discharges, and agreed to indemnify the City of David City (or entities under the City's umbrella) for loss or damage, and claims or damages therefore, on account of any work that has been performed in accordance with City or State guidelines.
- Releaser(s) agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that if any portion of the agreement is held invalid, it is agreed that the balance, shall; notwithstanding, continue in full legal force and effect
- Releaser(s)'s obligation and duties hereunder shall in no manner be limited or restricted by maintaining any insurance coverage related to the above referenced event.
- This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

Signature of Property Owner: _____

Printed Name and Title: Thomas Sallstean / General Manager

Date: 4/15/2025

If Applicable:

Signature of Business Owner: _____

Printed Name and Title: _____

Date: _____

Attestation of U.S. Citizenship

For the purpose of complying with Neb. Rev. Stat. §§4-108 through 4-114, I attest as follows:

☒ I am a citizen of the United States.

— OR —

☐ I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

Printed Name: Thomas (First) _____ (Middle) Sallstean (Last)

Signature: _____

Date: 4/15/2025

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

DAVID CITY
NEBRASKA

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

July 31, 2025

Sack Lumber
566 N5th Street
David City, NE 68632

RE: Property Maintenance Violation

Mark,

Based on my inspection of your roof at 566 N 5th Street, David City, NE. The following item needs to be addressed to bring the property into compliance with the minimum City Codes adopted by the City of David City:

1) Section 304.8 Roofs must be tight and not have defects that admit rain!.

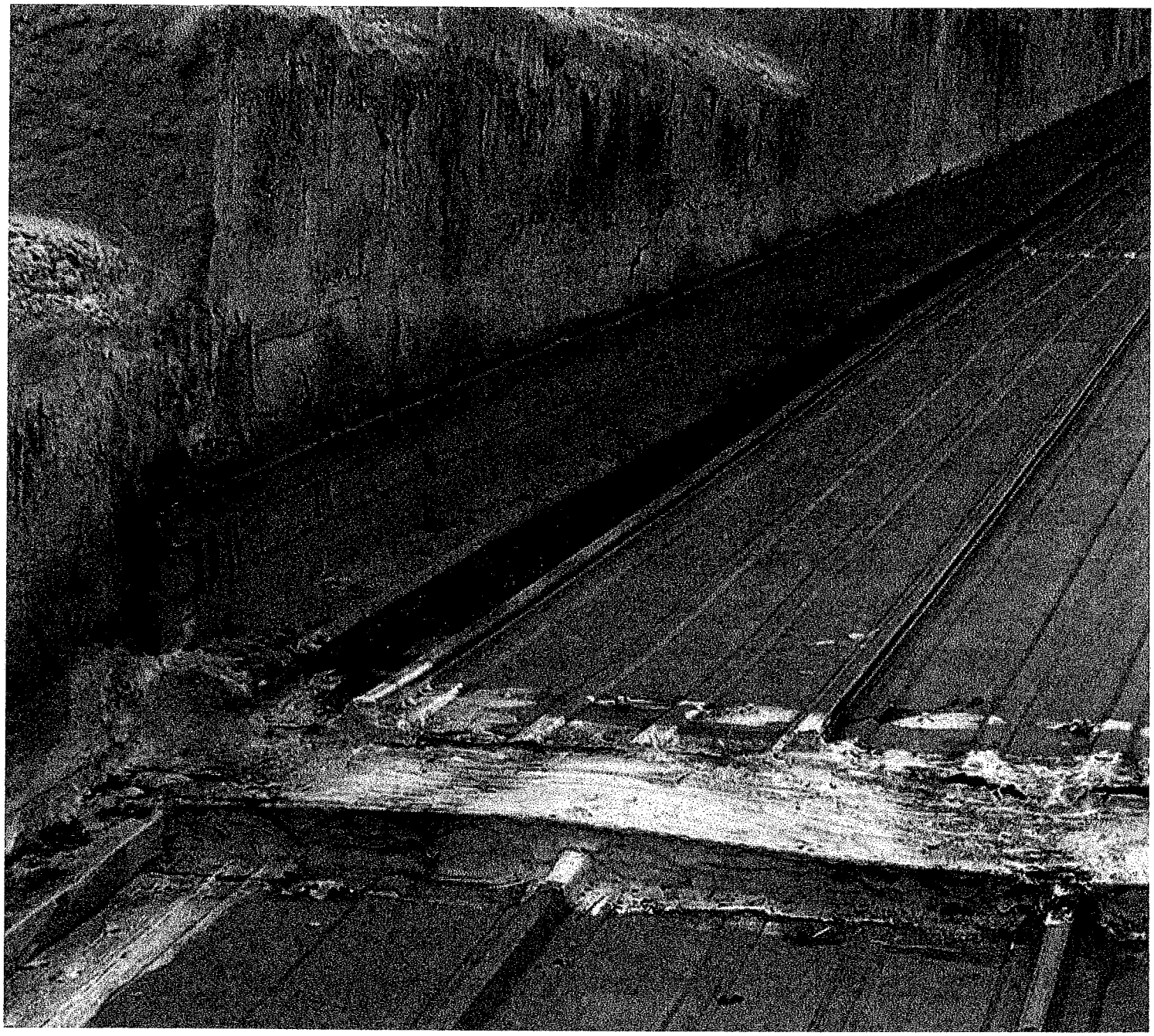
This roof needs to be brought up to minimum building code standards or the City will take further action! See attached pictures.

Call me to discuss!

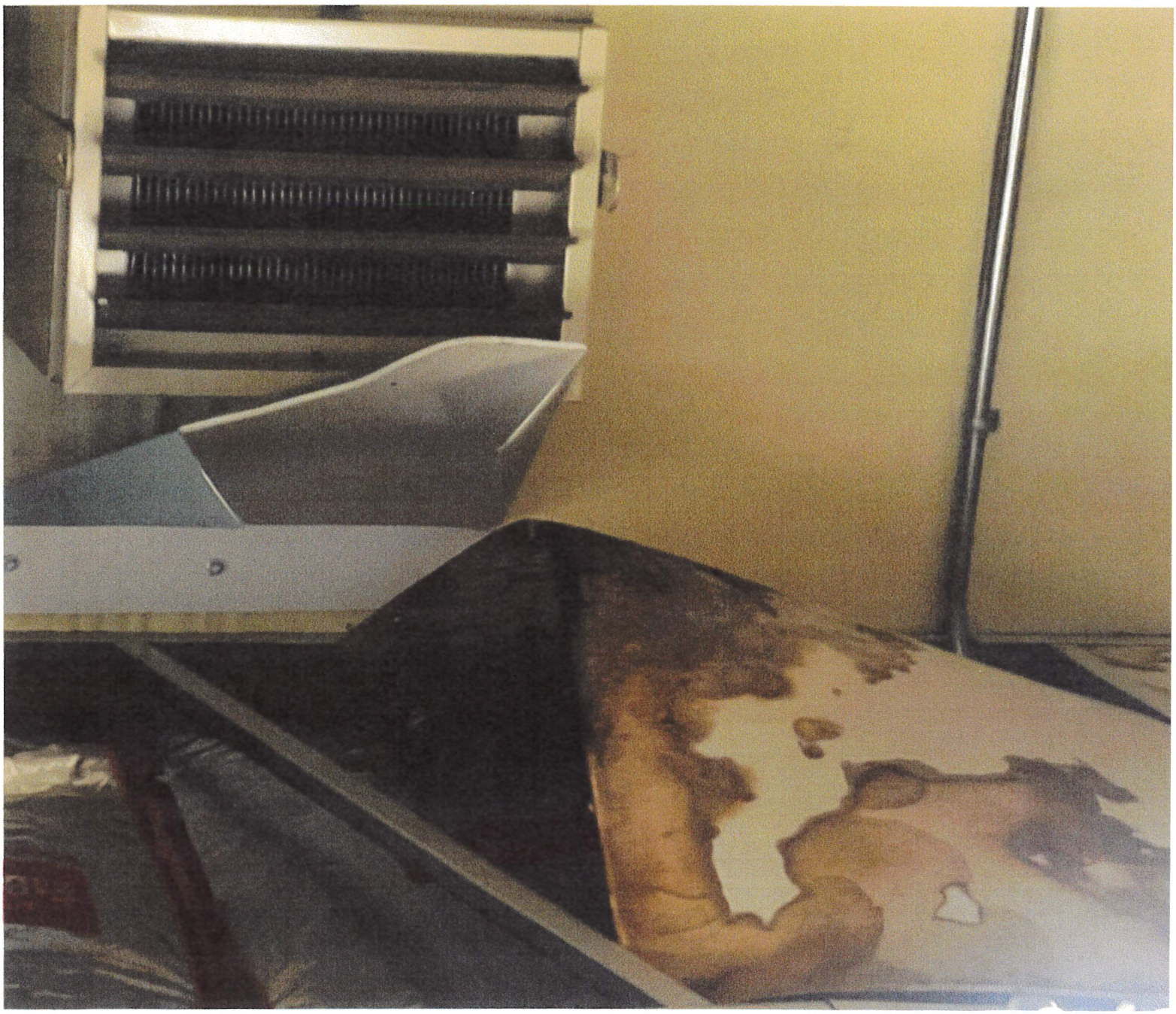
Sincerely,

Gary Meister

Gary Meister
City of David City
Building Inspector
402-367-9882




FLINTLASTIC SA
StormMaster Shake
boiled linseed oil
PRIMER



Tillotson Enterprises
8000 Fletcher Ave, Suite 100
Lincoln, NE 68507
Office: 402-466-7038
Fax: 402-466-0305
(herein "Tillotson")

Contract #30805 - 38179
Page 1 of 1
Date: 2/3/2025
5,487 square feet
6,132 expanded square feet

To: Mark Polacek - Sack Lumber
PO BOX 36
Crete, Nebraska 68333
Phone: 402-367-3049
(herein "Client")

Job Location: 566 N 5th St
David City, Nebraska 68632

We hereby submit specifications and estimates for: installing Everest Systems Evercoat HT MR SYSTEM.

1. SURFACE PREPARATION: Power wash all of the specified surfaces.
   TEI is not responsible for damage to or the repair or replacement of contents and/or structure of building (drywall, ceiling tiles, etc.) caused from water entering building during the power washing process.
2. SPRAY FOAM: Apply 2 inches of closed cell polyurethane spray foam along parapet walls, and roof transitions as necessary. Apply base coat and a top coat at a rate of 2.0 gallons per square over spray foam.
3. SECURE METAL SHEETS: Tighten sheet metal and replace missing screws.
4. PATCH BREAKS ON TIN: Where tin is broken, reinforce with tin, caulk, and screws.
5. SEAL AROUND PENETRATIONS: Seal with 55 mils of Everseal
6. SEAMS AND SCREWS: Everseal: Apply approximately 55 mils of Everseal over all specified seams, vertical and horizontal plus screws.
7. TOP COAT WITH: Evercoat HT Top Coat is used to provide a uniform appearance with a coverage rate of approximately 2.0 gallons per square.

Tillotson Enterprises, Inc. will comply with OSHA fall protection guidelines by either installing a temporary OSHA-compliant fence with an assigned OSHA monitor or, for roofs under 50 feet wide with a pitch of 4/12 or less, using only an OSHA monitor. If neither an OSHA monitor nor a fence is applicable, workers will be tied off during all phases of work.

Finished color: White
Install the above system in accordance with Everest Systems specifications.
Average dry mils over seams is 50 Mils+ and 17 Dry mils in the field metal

Elongation 600% Tensile Strength 500 psi

WARRANTY: 12 year "leak free" material and 12 year "leak free" labor warranty (non pro-rated).
Moisture inside building due to condensation may occur and is not covered under warranty.

* This system has a twenty year life expectancy

RENEWABLE WARRANTY: An additional warranty can be renewed at the end of the warranty period with an inspection and re-coat. If the roof is re-coated on a regular basis, the roof may never need to be replaced again.

Any alteration or deviation from above specification involving extra costs, will be undertaken and performed only after a written change order has been signed by the parties, and will become an extra charge over and above the original contract price as set forth in such change order. Client shall carry fire, tornado, hail and other necessary insurance on above work. Workmen's compensation and public liability insurance on above work to be taken out by Tillotson Enterprises Inc. Tillotson Enterprises, Inc. is not responsible for any existing or future damage due to mold or mildew. The warranties set forth in this contract are in lieu of any other or additional warranties of any type or nature whatsoever, and Tillotson shall not be liable for, incidental or consequential damages.

We hereby propose to furnish material and labor - in accordance with the above specifications, for the sum of: Thirty Six Thousand Five Hundred Eighty dollars - $36,580.00

Payment to be made as follows: 50% with signed contract, and 50% within 30 days of project completion. Delinquent payment, upon any work completed, shall bear interest at 1 1/2% per month from date of completion, and, if suit is filed to enforce payment, owner will pay reasonable attorney fees and court costs. I understand that any failure to pay as and when required by the contract, all Warranty/Guarantees contained herein can be reduced or voided. The prices, specifications and conditions are satisfactory and are hereby accepted. The contractor is authorized to do the work

Lampmann Roofing
"Seamless Solutions for Leaking"

10618 Old Maple Road
Omaha, NE 68134

402-670-9167
Fax 402-932-7767

Proposal #1
Date 2/3/2025

Submitted by: Lampmann Roofing
Attn.: Eddie
10618 Old Maple Rd.
Omaha, NE 68134
Phone: 402-367-3049

Submitted To: Sack Lumber
Attn: Mark
566 N. 5th St.
David City, NE 68632

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following roof system on the metal building at the above address (5,644 square feet):

1) SURFACE PREPARATION: Power wash the entire roof / wall surfaces that will be accepting the new materials.
2) SECURE METAL SHEETS: Tighten sheet metal and replace missing screws.
3) POLYURETHANE FOAM: Spray and average of two inches of polyurethane foam around the protrusions, the cant strip areas where the roof meets the parapet walls and the transitions.
4) BASE COAT FOAM: Apply Uniflex Base Coat over the polyurethane foam at two gallons per square.
5) CAULKING: Caulk over the top of the screws with a special fastener grade of Uniflex acrylic brush grade, this puts a seal around the neoprene washer that cracks.
6) BASE COAT SEAMS: Uniflex One Flash Seam Sealer will be applied over all seams, both vertical and horizontal.
7) REPAIR METAL: Metal breaks and cracks will be repaired with new metal, stitch screws and urethane caulking.
8) COAT ROOF WITH TOP COAT: Uniflex Top Coat is used to provide a uniform appearance to the roof surface at enough mill thickness (approximately two gallons per square) to last for many years.

PROVIDE: a 10 year leak free warranty on the material and workmanship.

- This roof has a ***twenty-year*** life expectancy.
- YOUR INVESTMENT IS 5,644 square feet at $7.71 per square foot for a total of $43,515.

All material is guaranteed to be as specified, and the above work will be performed in accordance with the specifications submitted and completed in a substantial workmanlike manner for the sum of $43,515 with payment to be made upon job completion **(Or other terms as agreed upon).**
Any alteration or deviation from above specification involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance on above work. Workman's compensation and public liability insurance on above work to be taken out by Lampmann Roofing.

Respectfully submitted Lampmann Roofing.

Per: Eddie

Note we may withdraw this proposal if not accepted within 30 days.
ACCEPTANCE OF PROPOSAL
The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE:_____ SIGNATURE:_____

1

Tillotson Enterprises
8000 Fletcher Ave, Suite 100
Lincoln, NE 68507
Office: 402-466-7038
Fax: 402-466-0305
(herein "Tillotson" or "TEI")

Contract #30805 - 44398
Page 1 of 1
Date: 10/26/2026
5,487 square feet
6,132 expanded square feet

To: Mark Polacek - Sack Lumber
PO BOX 36
Crete, Nebraska 68333
Phone: 402-367-3049
(herein "Client")

Job Location: 566 N. 5th St.
David City, Nebraska 68632

We hereby submit specifications and estimates for: installing Everest Systems Evercoat HT MR SYSTEM.

SCOPE OF WORK

1. SURFACE PREPARATION: Power wash all of the specified surfaces.
   TEI is not responsible for damage to, or the repair or replacement of, the building's contents or structure (drywall, ceiling tiles, etc.) caused by water entering the building during the power washing process.
2. SPRAY FOAM: Apply 2 inches of closed cell polyurethane spray foam along parapet walls, and roof transitions as necessary. Apply base coat and a top coat at a rate of 2.0 gallons per square over spray foam.
3. SECURE METAL SHEETS: Tighten sheet metal and replace missing screws.
4. PATCH BREAKS ON TIN: Where tin is broken, reinforce with tin, caulk, and screws.
5. SEAL AROUND PENETRATIONS: Seal with 55 mils of Everseal
6. SEAMS AND SCREWS: Everseal: Apply approximately 55 mils of Everseal over all specified seams, vertical and horizontal plus screws.
7. TOP COAT WITH: Evercoat HT Top Coat is used to provide a uniform appearance with a coverage rate of approximately 2.0 gallons per square.

Tillotson Enterprises, Inc. will comply with OSHA fall protection requirements by either installing a warning line system with an assigned safety monitor or, for low-slope roofs 50 feet or less in width, using only a safety monitor. If neither option is applicable, workers will be protected by personal fall arrest systems during all phases of work.

Finished color: White
All work will be installed in accordance with Everest Systems' published specifications.
Average dry mils over seams is 50 Mils+ and 17 Dry mils in the field metal

Elongation 600%, Tensile Strength 500 psi (manufacturer's published values)
With proper maintenance and periodic recoating, this system has an anticipated service life of twenty (20) years. This is an estimate, not a warranty; warranty coverage is limited to the terms stated in this contract.

TILLOTSON DELIVERABLES BEYOND SCOPE OF WORK

Every TEI project includes the following as part of our standard commitment to quality and long-term service:

Condition Report - With every bid, Tillotson provides a condition report with photographs and labels so you can clearly understand the current condition of your system and the scope of work being proposed.

Post-Storm Assessment - Following any significant wind, hail, or rain event, TEI will attempt to contact you to schedule an inspection. If you have not heard from us, please contact TEI directly — do not wait. Prompt documentation of storm damage protects your warranty standing and supports any insurance claim you may need to file.

Roof Asset Profile - TEI keeps a complete profile of your roof on file — measurements, system specs, install date, warranty terms, and full service history. Any TEI tech arriving on-site will have access to your roof's history.

Roof History Record - TEI maintains a documented record of every service touch on your roof with dates and scope. Available to you upon request — valuable at insurance claim time or property sale.

Warranty Documentation - This signed contract is your warranty. A detailed Warranty & Exclusions document is available upon request.

WARRANTY: 12-year "leak free" material and 12-year "leak free" labor warranty (non-prorated).
Moisture inside the building due to condensation may occur and is not covered under this warranty.

Tillotson warrants that all materials furnished and work performed will be of good quality and free from defects in materials and workmanship. Tillotson's warranty covers the full cost of materials and labor required to correct any covered defect - with **No Dollar Limit (NDL)**. The NDL Coverage applies to defects in the materials furnished or defects in Tillotson's workmanship.

This warranty does not cover damage caused by wind gusts exceeding 73 mph, hail, lightning, tornado, fire, flood, acts of God, foot traffic or mechanical damage, damage by other trades, rooftop equipment or penetrations added after installation, structural movement or failure, normal wear and tear, improper or insufficient maintenance, or modifications and repairs performed by the Client or others on the Client's behalf. Client must notify Tillotson in writing within 30 days of discovering any leak or defect. Failure to give timely notice may void coverage for damage resulting from the delay.

Warranty coverage is not in effect until full payment has been made. Once payment is received in full, the warranty period will be considered active and will be deemed to have begun on the final day work was performed.

This warranty is limited solely to the cost of materials and labor to correct the defective work. Damage to building interiors, contents, or surrounding property - including but not limited to ceilings, flooring, equipment, or inventory - is not covered under this warranty and should be directed to the Client's property insurance policy.

This warranty is transferable to subsequent property owners upon written notice to Tillotson within 30 days of ownership transfer. The warranty transfers after Tillotson inspects the roof.

Extend your coverage by enrolling in Tillotson's Roof Inspection Agreement (see attached).

Tillotson reserves the right to charge for service call expenses if the reported issue is determined not to be a covered warranty item. Tillotson shall not be liable for incidental or consequential damages. THE WARRANTIES IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

INSPECTION PROGRAM & WARRANTY EXTENSION

Clients who enroll in Tillotson's Roof Inspection Agreement (see attached for terms and pricing) are eligible for the following benefits. Enrollment is not automatic.

Inspections: If enrolled before project completion, Tillotson will inspect the roof within two weeks of completion, weather permitting. Tillotson will then inspect the roof on or near each anniversary of the completion date. Each inspection includes a Roof Condition Report with photographs.

Warranty Extension: Clients who complete every annual inspection through the 12th anniversary receive a 3-year warranty extension, for 15 years of total non-prorated coverage, at no cost beyond the inspection fees. Inspections must continue through the 15th anniversary to keep the extension in effect.

Conditions: Repairs caused by a defect in Tillotson's materials or workmanship are covered under the warranty. All other repairs identified in an inspection must be performed by Tillotson at the Client's expense, scheduled within 60 days of the report, and completed as soon as weather permits. Each annual inspection must be completed within 60 days of its anniversary date. If an inspection is missed or required repairs are not completed, the extension is void, and coverage reverts to the original warranty term.

Renewable Warranty: At the end of the warranty period, coverage may be renewed, at Tillotson's discretion and at Client's expense, following a TEI inspection and re-coat. A roof maintained and re-coated on a regular basis may never need to be replaced.

ADDITIONAL INSURED, SAFETY ORGANIZATIONS & SUPPLIER PORTALS

Any requirement by the Client for Tillotson Enterprises to be added to additional insured policies, enroll in or maintain membership in safety organizations, or register and participate in supplier or compliance portals is not included in the scope of this contract. Any costs associated with such requirements — including but not limited to insurance endorsement fees, membership dues, portal registration fees, and ongoing compliance costs — will be invoiced separately. An administrative fee will also be added to that invoice to cover the time and cost of processing and maintaining those requirements on the Client's behalf.

Except for decking repairs, if stated above, any alteration or deviation from the above specifications involving extra costs will be undertaken and performed only after a written change order has been signed by the parties, and will become an extra charge over and above the original contract price as set forth in such change order. Client shall carry fire, tornado, hail, and other necessary property insurance covering the above work. Tillotson shall carry workers' compensation and general liability insurance covering the above work. Tillotson Enterprises, Inc. is not responsible for any existing or future mold or mildew, or for damage resulting from mold or mildew. The warranties set forth in this contract are in lieu of any other or additional warranties of any type or nature whatsoever, and Tillotson shall not be liable for incidental or consequential damages.

We hereby propose to furnish material and labor, in accordance with the above specifications, for the sum of: **Thirty Eight Thousand Four Hundred Ten Dollars - $38,410.00.**

Payment to be made as follows: 50% with signed contract, and 50% due upon project completion. Any delinquent payment for work completed shall accrue interest at the rate of one and one-half percent (1.5%) per month, beginning thirty (30) days after the date of completion. If suit is filed to enforce payment, Client will pay reasonable attorney fees and court costs. If Client fails to pay as and when required by this contract, all warranties and guarantees contained herein may be reduced or voided. The prices, specifications, and conditions are satisfactory and are hereby accepted. Tillotson is authorized to do the work specified. Tillotson reserves the right to charge Client for expenses incurred for a warranty service call if it is determined the problem is not a warranty issue covered by material and/or labor.

Invoices paid by credit card are subject to a surcharge of 3% of the transaction amount, not to exceed Tillotson's cost of acceptance. No surcharge applies to debit card payments.

Please note that if you require an "additional insured" or a "waiver of subrogation" on Tillotson's certificate of insurance and it was not included as a line item in your contract, an additional charge of $300.00 will apply. This charge will be invoiced separately and must be paid before the job starts unless other arrangements are made.

1st Payment: **$19,205.00 due upon acceptance**	2nd Payment: **$19,205.00 due upon completion**
Date Paid:	Date Paid:

If the first down payment is not received with the contract, any increase in material or labor costs incurred between the contract date and receipt of the down payment will be added to the first payment.

Acceptance of the proposal. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Tillotson agrees to furnish the materials and labor described herein, subject to the conditions contained herein. All obligations are contingent upon strikes, acts of God, weather, material shortages, supply delays, or other causes beyond Tillotson's control.
Date of Acceptance _____	**This proposal may be withdrawn by Tillotson if not accepted within 30 days of the date above.**
Client _____	**Tillotson Enterprises, Inc.** _____

RESOLUTION NO. 20-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, APPROVING REIMBURSEMENT OR CREDIT TO NEBRASKA DAIRY FOR THE RELOCATION AND UNDERGROUNDING OF CERTAIN ELECTRIC INFRASTRUCTURE THAT DAVID CITY UTILITIES OWNS AND OPERATES.

WHEREAS, Nebraska law authorizes the Mayor and City Council of the City of David City, Nebraska (the "City"), to appropriate and expend funds and take other actions to improve and maintain the electric system the City and David City Utilities own and operate; and

WHEREAS, the safe and reliable operation of the electric system is of utmost importance to the public health, safety and welfare of David City and its residents and businesses; and

WHEREAS, the economic development and availability of employment in David City also contribute to the public health, safety and welfare of the community and are thus within the scope of the authority of the Mayor and City Council; and

WHEREAS, the relocation and undergrounding of certain electric lines that are part of the municipally-owned electric system within the alley east of the existing Nebraska Dairy facility (the “Project”) will allow and encourage that facility to remain, grow and continue to succeed in David City and will contribute to the reliability of the electric system within David City; and

WHEREAS, the City Council deems it within the City’s best interest to financially participate in the Project pursuant to a further, more detailed (the "Definitive Agreement"); and

WHEREAS, in the interest of facilitating timely completion of this work, the City Council desires to adopt this resolution stating its intent to enter into the Definitive Agreement as soon as reasonably possible, but also in formally expressing its intent now to allow Nebraska Dairy and David City Utilities to confidently order equipment and enter into contracts for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of David City, that:

Section 1. The City of David City and David City Utilities will contribute twenty percent (20%) of the Project cost up to a maximum amount of forty thousand dollars ($40,000). The Definitive Agreement will document the manner in which the City makes this contribution. It could be in the form of reimbursement, bill credits or other means applicable law allows.

Section 2. Nebraska Dairy will be responsible for all other costs of the Project, all costs of its expansion and modernization, and all costs of construction of additional electric system upgrades, including, but not limited to construction and engineering to provide a new three-phase underground primary line to serve a new 2,000 kVA three-phase pad-mount transformer on the west side of the facility.

Section 3. The City will work with Nebraska Dairy to promptly process and consider any application Nebraska Dairy may make for tax-increment financing ("TIF"), general business occupation taxes ("GBOT"), community improvement district ("CID") formation or other similar incentives to help Nebraska Dairy finance its portion of the Project.

Section 4. The City and Nebraska Dairy will negotiate and execute a Definitive Agreement consistent with this Resolution to carry out the intent of this Resolution.

Section 5. To the extent applicable law allows, this Resolution authorizes the Mayor and City Council President to take any and all actions, and to execute any and all documents they deem necessary to effectuate the transaction this Resolution outlines, including but not limited to negotiating and entering into the Definitive Agreement. Incentives such as TIF, GBOT and CID formation have independent statutory requirements, which the City must follow.

Section 6. This Resolution shall be in force and take effect from and after its adoption as provided by law.

PASSED AND APPROVED THIS ___ day of _____, 2026.

_____
Jessica Miller, Mayor

ATTEST

_____

Lori Matchett, City Clerk

APPROVED AS TO FORM:

_____
David C. Levy, Esq., City Attorney

EXHIBIT A

Area of Work for the Project

(See attached)