

CITY COUNCIL PROCEEDINGS

July 14, 2021

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the lower level of the David City Auditorium at 699 Kansas Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on July 8, 2021, and an affidavit of the publisher is on file in the office of the City Clerk. 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. The meeting was held at the City Auditorium due to the COVID-19 pandemic so as to incorporate social distancing strategies. [It is recommended that individuals be kept at least 6 feet apart.]

Present for the meeting were: Mayor Alan Zavodny, Council members Tom Kobus, Bruce Meysenburg, Pat Meysenburg and Jessica Miller, City Attorney Joanna Uden, City Administrator Clayton Keller and Deputy City Clerk Lori Matchett. Council member John Vandenberg was absent. A Council vacancy exists in Ward 2.

Also present for the meeting were: Sheriff Tom Dion, Special Projects Coordinator Dana Trowbridge, Liberty National representatives Patricia Lebent and Lexi Kess, Kevin Woita, Mark & Willow Holoubek, Steve Maguire, Alyssa Ledon, Bradlee Carls, Dan & Jan Sypal, Darci Betzen and Bob Kobza.

The meeting opened with the Pledge of Allegiance.

Mayor Alan Zavodny informed the public of the "Open Meetings Act" posted on the north wall of the meeting room and asked those present to please silence their cell phones. He also reminded the public that if they speak tonight in front of the Council that they must state their name and address for the record.

Council member Pat Meysenburg made a motion to approve the minutes of the June 23rd City Council meeting as presented. Council Member Jessica Miller seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent. Yea: 4, Nay: 0, Absent: 1

Council member Jessica Miller made a motion to approve the claims as presented. Council Member Pat Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent. Yea: 4, Nay: 0, Absent: 1

City Administrator Clayton Keller, City Office, 557 N. 4th Street, David City, NE, introduced himself and gave the City Council an update on the sprinkler issue at the ball fields, saying "Last week the ball parks had an issue with their sprinklers and so the water department went and dug a whole where the well and the tank is. When they installed it, they needed the tank in order for the pump to get enough water to push it all out. And then they changed the way the electronics happen so the sprinkler no longer needed the tank and the tank had a hole in it.

And so, the water department went in last week because it was flooding due to the hole. They took the tank out and now the sprinkler works just fine. That is why there was a big hole in the ball fields last week.”

Mayor Alan Zavodny said, “The one comment I will make, really financially I thought the report looked pretty good as far as where we are sitting. The tax supported is always a challenge. The water and sewer are right at, just a little bit in the red, pretty much just a wash. Electrical has a little bit of a cushion. Financially where we are year-to-date, you can’t really compare it to what we have budgetary wise, but actual numbers. I thought they look pretty good. I just wanted to say that and so that is encouraging.”

Council member Pat Meysenburg made a motion to accept the committee and officer's reports as presented. Council Member Bruce Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent. Yea: 4, Nay: 0, Absent: 1

Mayor Alan Zavodny said, “You know we have kicked this can down the road awhile. And my responsibility is to recommend to the council. And so, knowing what my responsibility was I had made the decision that I was not going to vote on this even with, getting to four was pretty hard. So, with a little bit of lobbying and a lot of negotiation. The process is what you can get, so that is what we did. We had great candidates. I wanted to say a little bit about each one of them. Darci is very bright, knows what is going on and probably really embarrassed that I am talking about her now. She would do an excellent job in that position. Galen has had a lot of experience serving in various capacities and has a great interest in doing it. I felt from the outset that Skip could hit the ground running, has a really good knowledge of how the city operates and where we need to go. So, he is a strong candidate. Kevin also has great interest in the community and willingness to serve. I gave the written questionnaires to all of them and they all had excellent, excellent answers. As a matter of fact, if we aren’t able to make that appointment, I will share those. But that being said, I think we have a candidate that through negotiations, informally, I think we can get there. So, we are going to try that. At this point, I would like to entertain a motion to appoint Kevin Woita for the opening of second ward.”

Council member Jessica Miller made a motion to approve Kevin Woita as a 2nd Ward Council member. Council Member Pat Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent. Yea: 4, Nay: 0, Absent: 1

City Attorney Joanna Uden, Egr, Birkel & Wollmer, 465 N. 4th Street, David City, NE, introduced herself and gave the Oath of Office to newly appointed Council member Kevin Woita – 2nd Ward, for the balance of the unexpired term which will run until December 2022, and he was seated.

Mayor Alan Zavodny opened the proposals for a real estate agent to handle the sales of the municipal-owned property at 593 5th Street in David City, NE and consideration of such. One proposal was received by the City from Kobza Ag and Home.

Council member Bruce Meysenburg made a motion to appoint Kobza Ag and Home as the real estate agent to handle the sale of the municipal-owned property at 593 5th Street in David City. Council Member Pat Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1

Our experience:

Bob was licensed in 2003, and has been working with ag land and acreages and housing

Laura was licensed in 2008 and received her brokers license in 2011. Broker for Kobza Ag and Home

Ashley was licensed in 2013 and received her brokers license in 2014 is an associate broker for Kobza Ag and Home.

Predominantly work in Butler, Saunders, Seward, and Colfax Counties and have done sales across the state of Nebraska.

Recommend doing an online auction to sell the subject property to allow anyone to bid from anywhere with a mobile device or on the computer with the app. – especially since this is commercial property – to reach more prospective buyers.

It also allows people to bid against each other that would not bid against each other at a public auction while sitting in the same room.

The online auction platform is Bidwangler which is used by many companies.

We will be representing the sellers for this transaction.

Kobza Ag and Home is part of the Columbus MLS – All listings are uploaded to Realtor.com, Zillow, Trulia, as well as Our website and app. This is paid for by Kobza Ag and Home

Advertising would also include radio, newspapers, and online sources with the seller being responsible for this expense. With a maximum of \$3500 for this advertising.

The commission would be charged at 5% of the sales price. If the property does not sell there will not be a no-sale fee (other than the advertising that is the city expense).

Everyone that logs onto the app and asks for approval will be able to watch the auction.

Can the council vote to accept a minimum bid prior to the auction so we will know if the sale will proceed when the auction closes? A signature will be required shortly after the auction closes.

Thank You

Bob and Laura Kobza
Ashley Wittmer
Kobza Ag and Home



City Administrator Clayton Keller said, "Further comments on this are that we have talked back and forth with Cornhusker State Industries. They know exactly what we want and they can build a product that we need. We are very comfortable with the product that they have put out for other communities."

Council member Jessica Miller asked, "This council table, are they putting in the microphones?"

City Administrator Clayton Keller said, "No, they recommended against the microphones and it's a small enough room that we probably won't need them. I asked them about that. At first, I wanted the microphones and they said, 'Well it is going to raise your costs a lot, by the way it is a small room'."

Mayor Alan Zavodny added, "Are they aware of the acoustics of that area? Microphones have helped here, but we have a much larger expanse. I guess we could always add those at a later date."

Council member Jessica Miller made a motion to accept the quote from Cornhusker State Industries to build a custom Council Table with podium and Service counter for the new office building. Council Member Bruce Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Abstain. Yea: 4, Nay: 0, Absent: 1, Abstain: 1

Tami Comte

From: Mantzios, Christos <christos.mantzios@nebraska.gov>
Sent: Thursday, July 8, 2021 9:46 AM
To: Tami Comte; Clayton Keller
Subject: RE: Counter

Hi Tami and Clayton,

The engineer emailed me the prices.

Council Desk \$4092

Service Counter \$4139

Let me know if you have any questions.

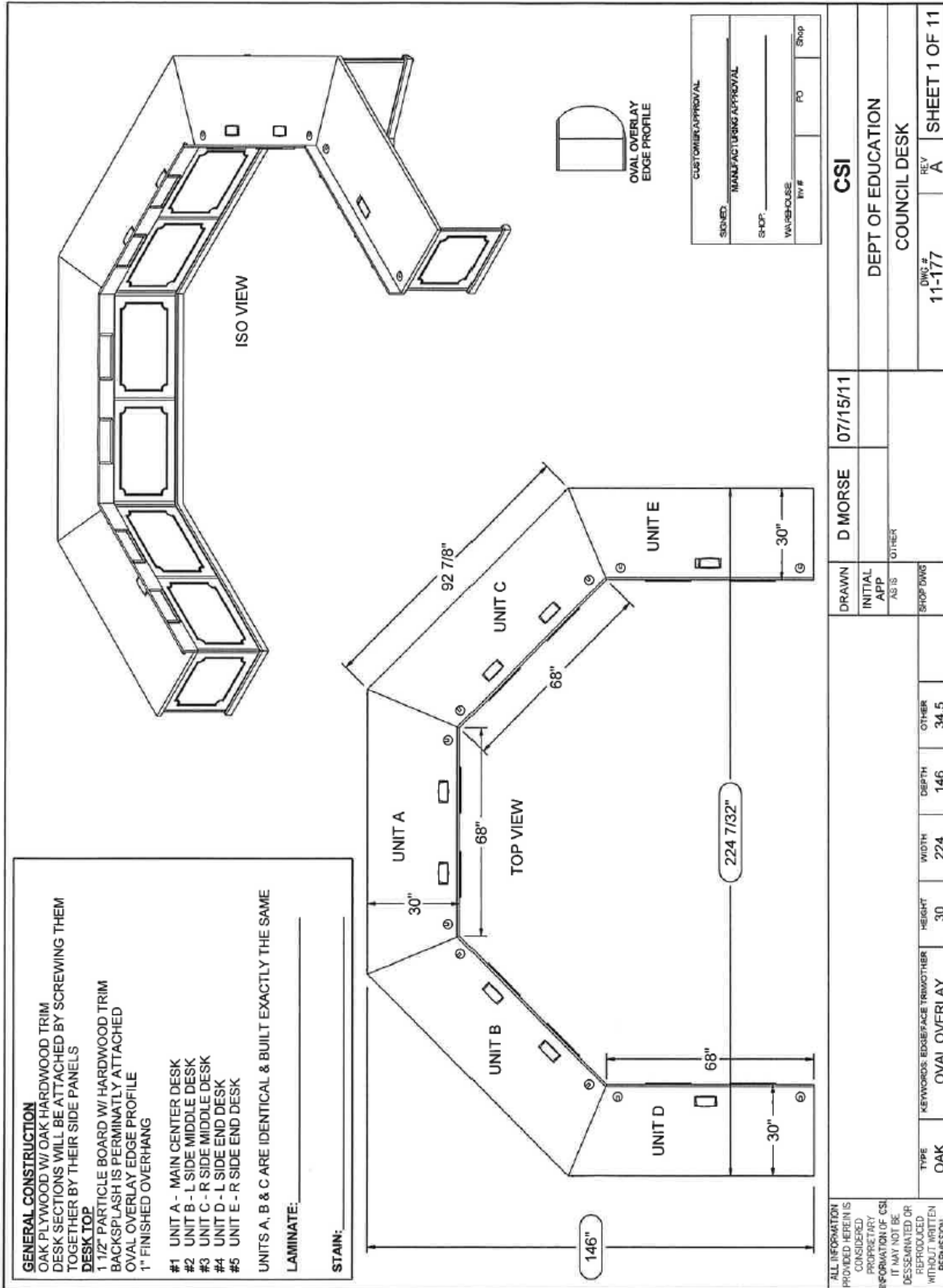
Chris



This is an example of a Council table that they made for another community.



This is the service counter that we currently have. The new service counter that Cornhusker State Industries are quoting would be very similar.

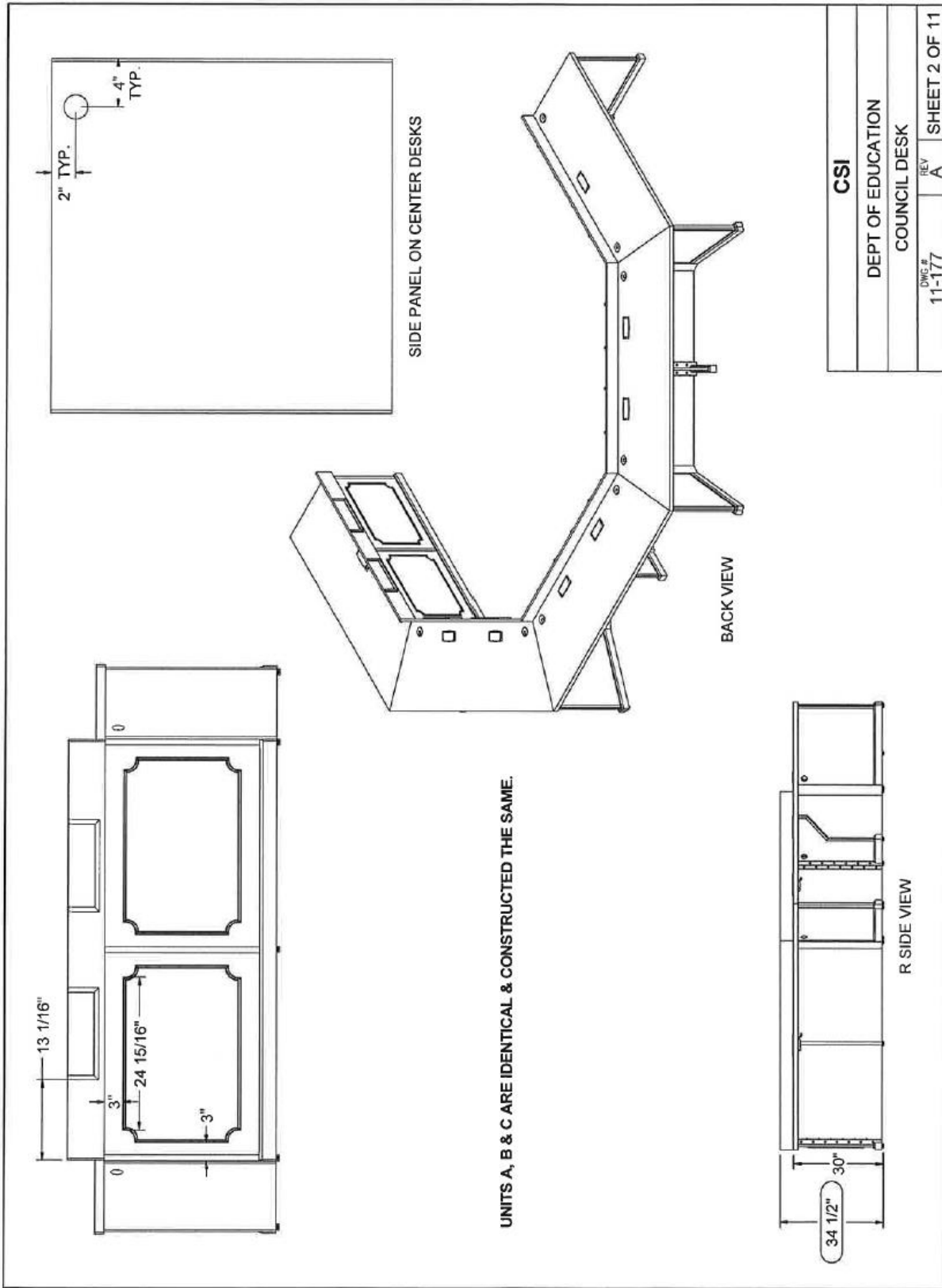


ALL INFORMATION
 PROVIDED HEREIN IS
 CONSIDERED
 PROPRIETARY
 INFORMATION OF CSI
 IT MAY NOT BE
 REPRODUCED OR
 DISSEMINATED OR
 WITHOUT WRITTEN
 PERMISSION

TYPE	OAK	KEYWORDS	EDG/FACE TRIM/OTHER	HEIGHT	30	WIDTH	224	DEPTH	146	OTHER	34.5
OVAL OVERLAY											

DRAWN	D MORSE	DATE	07/15/11
INITIAL APP			
AS IS	OTHER		

CSI			
DEPT OF EDUCATION			
COUNCIL DESK			
DWG.#	REV		
11-177	A		SHEET 1 OF 11



Tami Comte

From: Tami Comte <tamicomte@hotmail.com>
Sent: Friday, July 9, 2021 9:31 AM
To: Tami Comte
Subject: Chairs

These are the chairs that are currently in the Council chamber. At least two of them have broken parts on the bottom.



[Home](#) » [PRODUCTS](#) » [SEATING](#) » BREATHE



BREATHE

Complement a fast-paced office setting with the contemporary style and unmatched comfort of the Breathe office chair. A sculpted polypropylene back wrapped in a double mesh fabric layer offers ultimate comfort and breathe-ability...which is further enhanced by soft, padded arms, adjustable lumbar support, and a synchronized tilt mechanism so that each user may choose numerous comfort positions throughout a busy day. Breathe will be the correct fit for any end-user or environment. See [Operating Instructions](#).



- Soft contoured seat
- Adjustable lumbar support
- Heavy-duty gas lift cylinder
- Breathable reinforced mesh back

- Die cast aluminum base with dual wheel casters
- Height adjustable arms with soft contoured arm pads
- Synchronized knee-tilt mechanism with adjustable tension knob
- Breathe is available in black only

Dimensions:

- Seat Width: 21 5/8"
- Seat Depth: 19 7/8"
- Seat Height: 19 1/4 to 22"
- Head Rest Width: 14 1/2"
- Head Rest Height: 7 1/2"
- Overall Width: 23 3/8"
- Overall Height: 41" to 44"; 52" to 55" w/HR
- Weight Capacity: 300 pounds
- Compare to the sizes of other office chairs [here](#)

CSI prices include delivery throughout Nebraska.

Product Listing/Pricing



Item #
F-CR-610

Description	Price
Breathe Chair With	\$303.00

Patricia Lebert and Lexi Kess, Harr Agency, 11128 John Galt Blvd, Suite 120, Omaha, NE, introduced themselves and presented to the City Council the plans that they could offer to the city employees from Liberty National. Liberty National Life would provide no cost policies to all employees, that would cover a \$3,000 life insurance for the employee, \$3,000 life insurance for the spouse, and \$1,000 life insurance for their children. They also have a supplemental card benefit that covers up to full dental, chiropractic and prescription drug. This is provided free to all employees before signing up for any services that Liberty National has to offer. Harr Agency representatives would like to meet with the employees to find out their needs or concerns that they would have for life insurance and supplemental benefits. If the employee chooses to purchase additional benefits, then they would be at a tax deferred price and could come out of the employee's paycheck. This could be a tax benefit for the city as well for social security tax, employment tax and workers' compensation. With the life insurance policy, if the employee were to retire or leave their current job, the life insurance goes with them, it does not cancel, it stays with the employee. It would stay at the same premium and stays at the same coverage regardless of their age up to 100. This is a cafeteria plan, so it is based on the need. If the employee does not have a need for the coverage or benefits, they still will receive the free \$3,000 policy for themselves and spouse and \$1,000 for their children.

Council member Bruce Meysenburg made a motion to allow Liberty National to offer life insurance and supplemental benefits to city employees. Council Member Pat Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1

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Liberty National Life

Don't miss the opportunity to allow your employees' to take advantage of a **NO COST** medical discount card and accidental death policy for them and their family. There are several Counties, schools and businesses in Nebraska who are already taking advantage of this opportunity with Liberty National. Along with the **NO COST** coverage Liberty National also offers several policies that employees can learn about; and if they choose to participate be able to take advantage of a pre-taxed payroll deduction. Everyone will receive the **NO COST** products regardless if they participate in any of our other policies. Here is some information on the payroll deduct policies we do offer. **All of our policies are 100% portable with rates and coverage locked in.**

Group Term life Insurance to Age 100 offers flat rates that will never increase and your coverage can never be decreased for any reason. You take the policy with you if you ever change jobs or retire while your rates and coverage will stay the same. Spouse and children are also eligible for the coverage. No physical required and there is no penalty for many common medical conditions or tobacco use. This same coverage is available to be paid up at age 65. For a 25yr old paid up @65 \$25,000 for \$3.75, 35yr old \$25,000 paid up@65 for only \$5.50, & 40yr old \$7.75 this is pre-taxed for the employee for up to \$50,000 of coverage. (Weekly rates)

Cancer Endurance pays very strong benefits paid directly to the insured when diagnosed and treated for cancer. The radiation and chemo benefits are among the highest in the industry and do not have an annual or life-time limit. The prices are locked-in & renewable for life ranging from \$1.40 for 25yr old, \$2.00 for 35yr old, \$2.50 for 40yr old, & \$3.60 for 45yr old. (Weekly rates)

Cash Cancer provides \$10,000 to \$50,000 of coverage that pays directly to you upon being diagnosed with cancer. \$10,000 for a \$1.22 for 25yr old, \$1.50 for 35yr old, \$1.74 for 40yr old, & \$2.37 for 45yr old. (Weekly rates)

Critical Illness provides \$10,000 to \$50,000 of coverage that pays directly to you in the event of heart attack, stroke, organ or kidney failure, and loss of vision or hearing. \$10,000 for \$.86 a week for a 35yr old to \$2.21 for a 36-50yr old (Weekly rates)

Accident Protector Max covered 24hrs a day, pays you the full amount of the bill up to \$500 for in and out treatment for an accidental injury. Then pays much higher additional benefits for hospitalization and provides accidental death and dismemberment for only \$3.00 a week all ages up to 60.

Career life Plus conveniently provides whole life insurance coverage through payroll deduction and allows coverage for grandchildren as well.



Jacob Harr
Agency Owner
Liberty National
531-301-5711
jharr@libnat.com

Accidental Death Coverage
for **You and Your Family**

Help Protect Yourself and Your Loved Ones

Accidents are the leading cause of death among those 1 to 44 years old and the fifth leading cause overall.*
Every four minutes another American is killed in an accident.*

\$3,000 Coverage for you	\$3,000 Coverage for your spouse	\$1,000 Coverage for each child
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You can keep your coverage until your 70th birthday for only \$10/year even if you leave your current employer.

Source: National Safety Council, Injury Facts 2017 Edition. This is a solicitation for insurance. You may be contacted by an Agent representing Liberty National Life Insurance Company. Insurance benefits are provided by Liberty National Life Insurance Company, 3700 S. Stonebridge Dr., McKinney, TX 75070. This is a brief description of Liberty National Life's Accidental Death Insurance Policy, form 7061. Refer to the policy for full details.

LIBERTY NATIONAL Discount Card **FREE!**

• Quality Discount Health Services Plan for Families
• Access to a National Network of Thousands of Local Providers

Discounts an average of 10% to 85% on Health Services:

- Vision
- Prescription Drug
- Hearing
- Chiropractic

This plan is NOT insurance. This is not a Medicare prescription drug plan. This is not a qualified health plan under the Affordable Care Act.

The licensed discount medical plan organization is Coverdell & Company, Inc., at 8770 W. Bryn Mawr, Suite 1000, Chicago, IL 60631, 1-800-308-0374. To view a listing of participating providers visit www.findbestbenefits.com and enter promo code 770013.

These plans are offered through your employer at NO COST to you and will remain active for one calendar year from your effective date.

Mayor Alan Zavodny said, "I received a call from Chris earlier this evening. He does not have a preference on the trucks. Bottom line, it looked to me that roughly a five-thousand-dollar difference depending on which one you chose. They did buy a smaller version of the Western Star earlier and they have been happy with it. The other offer is the Mack Truck. We kind of thought, to some extent, we would defer to Tom Kobus a little bit to see if he thinks one is better than the other."

Council member Tom Kobus said, "If it was me, I would go with the Western Star. Mack is not the truck it used to be as far as I'm concerned."

Council member Kevin Woita said, "I will agree with Tom one hundred percent as far as the Western Star over the Mack. Mack's are having a lot of issues. So, I agree with him."

Proposals were:

Western Star 4700SF = \$179,818.00
Mack – Granite 64 F = \$191,536.02

Council member Tom Kobus made a motion to approve purchasing a Western Star 4700SF Dump Truck for the Street Department for the bid amount of \$179,818.00. Council Member Jessica Miller seconded the motion. The motion carried. Tom Kobus: Yea, Bruce

Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin
Woit: Yea. Yea: 5, Nay: 0, Absent: 1

Prepared for:
Chris Kroesing
DAVID CITY CITY OF
174 E ST

DAVID CITY, NE 68532
Phone: 402-367-3109

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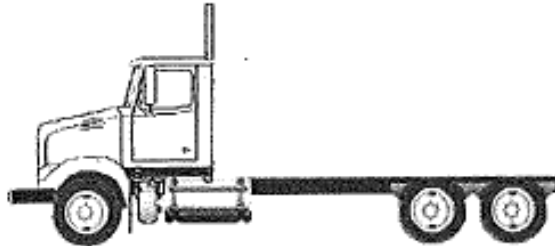
Prepared by:
Terry Novotny
Truck Center Companies
321 CORNHUSKER RD
OMAHA, NE 68138
Phone:

A proposal for
DAVID CITY CITY OF

Prepared by
Truck Center Companies
Terry Novotny

Jul 09, 2021

Western Star 4700SF



Components shown may not reflect all spec'd options and are not to scale

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 Phone:

SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-26T	WESTERN STAR 4700 PRL-26T (EFF:7/26/21)		
Data Version			
DRL-006	SPECPRO21 DATA RELEASE VER 006		
Vehicle Configuration			
001-450	4700 SET-FORWARD FRONT AXLE CHASSIS	9,100	6,570
004-223	2023 MODEL YEAR SPECIFIED		
002-003	SET FORWARD AXLE - TRUCK		
019-008	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 60000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 70000.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-018	FRONT PLOW/END DUMP BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 R		
AF3-1J1	ASPEN EQUIPMENT		
Engine			
101-2X8	DETROIT DD13 12.8L 435 HP @ 1625 RPM, 1900 GOV RPM, 1550 LB-FT @ 975 RPM		
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-005	PTO MODE ENGINE RPM LIMIT - 900 RPM		
79M-002	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79T-001	PTO MODE RPM INCREMENT - 25 RPM		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79W-001	ONE REMOTE PTO SPEED		
79X-005	PTO SPEED 1 SETTING - 900 RPM		
80P-998	NO FLEET SPEC FOR PARAMETERIZATION		
80D-001	SOFT CRUISE CONTROL ENABLED		
80G-001	PTO MINIMUM RPM - 600		
80L-003	ENABLE DPF REGEN ZONE 1 WITH AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE		
Engine Equipment			
99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-108	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	



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 OMAHA, NE 68138
 Phone:

Data Code	Description	Weight Front	Weight Rear
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-216	(3) DTNA GENUINE, AGM STARTING AND CYCLING, MIN 2190CCA, 570RC, THREADED STUD BATTERIES		
290-1AC	PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB		
282-013	BATTERY BOX MOUNTED UNDER PASSENGER SEAT		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-006	PLASTIC BATTERY BOX COVER		
293-072	POSITIVE LOAD DISCONNECT WITH DASH MOUNTED CONTROL SWITCH	10	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-020	LOW VOLTAGE BATTERY DISCONNECT AT 12.1 VOLTS FOR ISOLATED CIRCUITS WITH LOCAL ALARM		
107-044	BW MODEL BA-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-002	JACOBS COMPRESSION BRAKE		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	35	10
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
23Z-002	NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	20	10



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 OMAHA NE 68138
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Data Code	Description	Weight Front	Weight Rear
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR		
118-001	FULL FLOW OIL FILTER		
266-057	1500 SQUARE INCH ALUMINUM RADIATOR		
267-006	MOUNTING FOR FIREWALL MOUNTED SURGE TANK		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-023	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER		
166-005	PHILLIPS-TEMRO 300 WATT/115 VOLT OIL PREHEATER		
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
155-075	MITSUBISHI 12V MOD 3.175-DP60 STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-1M1	ALLISON 4000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	170	40
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		



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Data Code	Description	Weight Front	Weight Rear
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
85E-009	MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 900 RPM		
85F-042	MAXIMUM ENGINE SPEED FOR PTO OPERATION 2400 RPM		
85H-159	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 4000 RPM - ALLISON 5TH GEN TRANSMISSIONS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
* 362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
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Data Code	Description	Weight Front	Weight Rear
402-1AX	WABCO MAXXUS 225 AIR DISC 23,000# FRONT BRAKES	140	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-004	FRONT DISC BRAKE ROTORS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-030	FRONT AIR DISC BRAKE INTERNAL ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	90	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-003	SYNTHETIC 40/50W FRONT AXLE LUBE		
Front Suspension			
620-043	9,500# LEFT, 10,500# RIGHT MIXER/PLOW FLAT LEAF FRONT SUSPENSION (20,000#)	60	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1K3	MT-40-14X 40,000W R-SERIES TANDEM REAR AXLE		-40
421-433	4.33 REAR AXLE RATIO		
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
87B-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		



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Data Code	Description	Weight Front	Weight Rear
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		10
440-006	REAR OIL SEALS		
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1A0	TUFTRAC 40,000# REAR SPRING SUSPENSION		390
621-055	TUFTRAC STANDARD RIDE HEIGHT		
431-003	AXLE CLAMPING GROUP		
624-009	54 INCH AXLE SPACING		
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		
439-002	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		40
Brake System			
490-100	WABCO 4S/M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
607-005	CLEAR FRAME RAILS 36 INCHES FROM BACK OF CAB OUTBOARD OF BOTH FRAME RAILS		
477-011	PETCOCK DRAIN VALVES ON ALL AIR TANK(S)		
Trailer Connections			



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Data Code	Description	Weight Front	Weight Rear
914-025	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND DUST COVERS		
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
303-026	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE TEMPORARY TIED & COILED IN CHASSIS END OF FRAME WITH 2' ADDITIONAL; NO BRACKETS		
Wheelbase & Frame			
545-560	5600MM (220 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	390	70
547-034	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION	195	-5
548-803	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW		
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	135	-10
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 139.25 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 136.25 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 335.16		
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 44.34 in		
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 41.37 in		
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 41.85 in		
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 39.35 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 65.4 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 183.27 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 132.78 in		
553-001	SQUARE END OF FRAME		
587-003	REAR TOW HOOKS		10
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		



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Data Code	Description	Weight Front	Weight Rear
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		10
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1E5	14 INCH PAINTED STEEL BUMPER		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
442-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		
Fuel Tanks			
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1K4	DAVCO 487 FUEL/WATER SEPARATOR WITH ESOC AND 12 VOLT PREHEATER	15	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1E2	MICHELIN XFE 425/65R22.5 20 PLY RADIAL FRONT TIRES	172	
094-1UX	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES		192
510-1UX	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL SPARE TIRE		
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			

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Data Code	Description	Weight Front	Weight Rear
502-1H5	ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-8	
505-693	ALCOA LVL ONE 88267X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-224
511-693	ALCOA LVL ONE 88267X 22.5X8.25 10-HUB PILOT ALUMINUM DISC SPARE WHEEL		42
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
495-998	NO PUSHER/TAG WHEEL MOUNTING NUTS		
Cab Exterior			
829-1A8	110 INCH BBC STEEL CONVENTIONAL CAB		
82A-023	WESTERN STAR PAINTED ALUMINUM CAB SKIRT		
650-044	AIR CAB MOUNTS WITH CHECK VALVE		
705-056	STAINLESS STEEL SILL PLATES WITH RACEWAY	5	
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-001	FRONT FENDERS		
754-001	2 INCH FENDER EXTENSIONS	5	
678-039	LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERT AND LH AND RH INTERIOR GRAB HANDLES MOUNTED TO A POST		
646-008	STATIONARY BRIGHT FINISH GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
640-008	GALVANEALD STEEL SEVERE SERVICE CAB		
644-004	FIBERGLASS HOOD		
67U-002	HOOD OPENING ASSIST		
727-096	DUAL ROUND AIR HORNS, SINGLE BASE, MOUNTED UNDER CAB		
726-001	SINGLE ELECTRIC HORN		
657-1AF	DOORS AND IGNITION KEYED THE SAME (3 KEYS)		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
327-012	SWITCH, INDICATOR LIGHT AND WIRING FOR (2) CUSTOMER FURNISHED BEACONS		
312-031	SINGLE RECTANGULAR H4 HALOGEN HEADLIGHTS WITH BRIGHT BEZELS		
302-022	LED MARKER LAMPS		
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		



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Data Code	Description	Weight Front	Weight Rear
294-1AU	INDIVIDUAL LED STOP/TURN/BACKUP LIGHTS GROMMET MOUNTED BELOW RAIL		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-008	DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AA	LH AND RH SUREPLUS 574 8 INCH BRIGHT FINISH HEATED CONVEX MIRRORS WITH SEPARATE ADJUSTMENT, MOUNTED BELOW MIRROR		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
787-020	ELECTRIC DOOR LOCKS, MECHANICAL KEY TUMBLER		
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER		
764-002	STAINLESS STEEL EXTERIOR SUN VISOR	28	
768-050	17.5X35 INCH LAMINATED SAFETY GLASS TINTED REAR WINDOW	10	
661-006	TINTED DOOR GLASS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	
663-023	2-PIECE ROPED-IN HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		
659-026	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, MOUNTED UNDER CAB, WITH REMOTE FILL		

Cab Interior

707-1D4	SMOKY MOUNTAIN GRAY VINYL PREMIUM INTERIOR
70K-005	BLACK HARD TRIM
706-048	PREMIUM LEFT HAND DOOR TRIM WITH CHERRY ACCENT
708-048	PREMIUM RIGHT HAND DOOR TRIM WITH CHERRY ACCENT
772-007	BLACK MATS WITH DOUBLE INSULATION
785-024	ASH CUP AND (1) POWER OUTLET
691-001	FORWARD ROOF MOUNTED CONSOLE
697-012	14"X7.75" DOCUMENT POUCH MOUNTED ON BACK WALL BETWEEN SEATS
693-025	LH AND RH DOOR MAP POCKETS
741-015	(2) COAT HOOKS ON BACKWALL OF CAB

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Data Code	Description	Weight Front	Weight Rear
742-032	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH		
680-034	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER		
700-023	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER		
701-016	HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
702-002	BINARY CONTROL, R-134A		
739-002	ADDITIONAL CAB SIDEWALL INSULATION	60	10
285-033	AUTOMATIC SELF-RESET CIRCUIT BREAKERS/FUSES IN DASH POWER DISTRIBUTION BOXES AND FUSES IN AUXILIARY POWER DISTRIBUTION BOXES		
324-076	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT WITH LH AND RH DOOR MOUNTED COURTESY LIGHTS AND LH AND RH READING LIGHTS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-110	(1) 12 VOLT POWER SUPPLY AND (2) USB PORTS MOUNTED IN DASH		
756-109	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	40	
760-294	BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT		
757-001	BLACK SUSPENSION COVER FOR AIR DRIVER SEAT	2	
759-009	INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST	2	
758-121	BLACK LAREDO LEATHER DRIVER SEAT COVER		
761-121	BLACK LAREDO LEATHER PASSENGER SEAT COVER		



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Data Code	Description	Weight Front	Weight Rear
763-003	3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-045	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
185-002	NON-ADJUSTABLE SUSPENDED PEDALS		
106-002	ELECTRONIC ACCELERATOR CONTROL		
87L-005	ENGINE REMOTE INTERFACE WITHOUT INTERLOCKS		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
732-047	FIGURED CHERRY WOODGRAIN ULTRA GLOSS FINISH DRIVER INSTRUMENT PANEL		
734-047	FIGURED CHERRY WOODGRAIN ULTRA GLOSS FINISH CENTER INSTRUMENT PANEL		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-033	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY WITH ECM STARTER LOCKOUT		
811-041	ICU4ME DRIVER MESSAGE CENTER WITH GRAPHICAL DISPLAY, BLACK FACE GAUGES, DIAGNOSTICS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
845-011	FUEL FILTER RESTRICTION INDICATOR		
148-070	ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE		
4C0-010	CUSTOMER SPECIFIED SWITCH ACTUATORS FOR EXTRA SWITCHES		
44Y-001	CUSTOMER INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS	1	



City Council Proceedings

July 14, 2021

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Data Code	Description	Weight Front	Weight Rear
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
372-063	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP FOR CUSTOMER INSTALLED PTO	10	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO		
750-004	(4) RADIO SPEAKERS IN CAB		
753-019	AM/FM ANTENNA MOUNTED ON RH FRONT A-PILLAR	2	
748-026	POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
752-018	MULTI-BAND AM/FM/WB/CB DUAL MIRROR MOUNTED ANTENNA SYSTEM	4	
75A-800	PREP KIT FOR UNDER DASH MOUNTED VHF RADIO		
75B-105	FORWARD CENTER ROOF MOUNTED UHF/VHF RADIO ANTENNA		
810-042	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER		
817-008	STANDARD VEHICLE SPEED SENSOR WITH ADDITIONAL SIGNAL FOR CUSTOMER USE LOCATED BETWEEN DRIVER AND PASSENGER SEATS		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1B4	VT-HU CONNECTIVITY PLATFORM HARDWARE		
8D1-002	2 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS) FOR VT-HU CONNECTIVITY PLATFORM		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-003	THREE EXTRA SWITCHES IN DASH		



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Data Code	Description	Weight Front	Weight Rear
4C1-004	HARDWIRE SWITCH #1,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACECONNECTOR		
4C2-003	HARDWIRE SWITCH #2,ON/OFF LATCHING, 10 AMPS BATTERY WIRED TO CUSTOMER INTERFACECONNECTOR		
4C3-004	HARDWIRE SWITCH #3,ON/OFF LATCHING, 20 AMPS BATTERY WIRED TO CUSTOMER INTERFACECONNECTOR		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
842-001	2 INCH TURBO AIR PRESSURE GAUGE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-060	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SW WITH HEADLIGHT/MRKR LT INTERRUPTER SWITCHES ON STEERING WHEEL & DASH SW FOR CUSTOMER FURNISHED SNOWPLOW LTS		
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-039	SELF CANCELING TURN SIGNAL SWITCH, HEADLAMP HIGH/LOW AND FLASH, WASHWIPE/INTERMITTENT		
298-036	PACIFIC INSIGHT ELECTRONIC FLASHER		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
96J-001	CAB INTERIOR PAINTED SAME AS CAB COLOR		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
964-993	BUMPER PAINTED SAME AS CHASSIS		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE		



Prepared for:
 Chris Kroesing
 DAVID CITY CITY OF
 174 E ST
 DAVID CITY, NE 68632
 Phone: 402-367-3109

Prepared by:
 Terry Novotny
 Truck Center Companies
 14321 CORNHUSKER RD
 OMAHA, NE 68138
 Phone:

Data Code	Description	Weight Front	Weight Rear
Raw Performance Data			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 136.25 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 132.76 in		

TOTAL VEHICLE SUMMARY

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight*	10799 lbs	7208 lbs	18007 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight*	10799 lbs	7208 lbs	18007 lbs

Extended Warranty	
WAI-5NX	EW4: DD13 VOC \$0 DED 3 YEARS/100,000 MILES/161,000 KM. FEX APPLIES

Dealer Installed Options			
		Weight Front	Weight Rear
LOC	14' MKE HENDRICKSON DUMP BODY AND 11' PLOW WITH QUICK HITCH	0	0
Total Dealer Installed Options		0 lbs	0 lbs

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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QUOTATION

4700 SET-FORWARD FRONT AXLE CHASSIS

SET FORWARD AXLE - TRUCK
 DETROIT DD13 12.8L 435 HP @ 1625 RPM, 1900 GOV
 RPM, 1550 LB-FT @ 975 RPM
 ALLISON 4000 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
 TUFTRAC 40,000# REAR SPRING SUSPENSION
 DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP
 SINGLE FRONT AXLE
 9,500# LEFT, 10,500# RIGHT MIXER/PLOW FLAT LEAF
 FRONT SUSPENSION (20,000#)

110 INCH BBC STEEL CONVENTIONAL CAB
 5600MM (220 INCH) WHEELBASE
 7/16X3-9/16X11-1/8 INCH STEEL FRAME
 (11.11MMX262.6MM/0.437X11.13 INCH) 120KSI
 1600MM (63 INCH) REAR FRAME OVERHANG
 PARTIAL INNER FRAME REINFORCEMENT AT FRONT
 SUSPENSION
 BODY COMPANY INSTALLED ADDITIONAL FRONT
 FRAME REINFORCEMENT FOR SNOW PLOW

	TOTAL # OF UNITS (1)	PER UNIT	TOTAL
VEHICLE PRICE	\$	122,421	\$ 122,421
EXTENDED WARRANTY	\$	2,210	\$ 2,210
DEALER INSTALLED OPTIONS	\$	55,463	\$ 55,463
CUSTOMER PRICE BEFORE TAX	\$	180,094	\$ 180,094

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(276)	\$ (276)
TAXES AND FEES	\$	0	\$ 0
OTHER CHARGES	\$	0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$ (0)
BALANCE DUE	(LOCAL CURRENCY) \$	179,818	\$ 179,818

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtffoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



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CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (652)808-2525 - Fax: (652)658-7159 - Website: www.aspenequipment.com

EQUIPMENT ORDER AND AGREEMENT

Cust Name: Truck Center Companies	Quote Number:	Quote Date: 7/8/2021
Address: 14321 Cornhusker Road Omaha Ne 68138	TRUCK CENTER COMPANIES-96-HEN-44385-08-00-v1	Order Date: NEED
Contact:	Ship To:	Date Wanted: REQUIRED
Phone: 402-464-2444	Ship Via:	PO#: REQUIRED
Fax: 402-464-9166	Pick-up/Delivery Instructions:	Sales Person: Clark Stubbendeck
Dealership:	REQUIRED	Chassis Purchaser: NA
Contact:	F.O.B.: Omaha, NE	Order Type: Installed
Bill To:	AEC#:	Express Warranties: Manufacturer's Standard
	Special Instructions:	

Qty	Part/Specification Number	Description	Installed
1	8.361 Relocate OEM Lights	Relocate OEM STT lighting, extend harness as needed	\$55,463.00
1	HENDERSON MKE DUMP BODY	14' WITH 44" SIDES, CABSHILD, INTERNAL HOIST ,LADDER	
1	STAINLESS STEEL BODY	STAINLESS STEEL BODY ILO OF STEEL ADDL 4288.00	
1	FORCE HYDRAULICS CABLE	HYDRAULICS FRONT ENGINE MOUNTED PTO AND CABLE CONTROLS	
1	HENDERSON 11" RSP BLADE	11" BLADE WITH QUICK HITCH ATTACHMENT	
1	1.5	Installation Price of Henderson Model Mark E Body	
1	2.1	Installation Price of Telescopic Hoist	
1	2.2	Cable operated hoist limitation valve (standard whoist)	
1	5.1	Install front plow hitch. Includes bumper to frame mount kit, hard plumbing from existing hydraulic valve to double acting lift cylinder and 2 sets quick couplers for plow angling	
1	6.1	Installation of Selected Plow (Plow Side Only)	
1	6.12	1/2" rubber deflector, installed	
1	6.13	Sight markers	
1	9.1	Installation (Hose, plumbing, hardware, labor, etc.) of hydraulics from reservoir to pump to valve	
1	10.0 Air Bags	Not Quoted	

Tax Note: Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice

Description of Trade-In and Allowance - Purchaser warrants that (1) he has now, and will have on the date of delivery to Seller, clear and marketable title to the following described equipment; (2) that there are no liens or encumbrances on said equipment; and (3) that, upon Seller's request, he will execute a Bill of Sale of said equipment on Seller's form. If any equipment owned by Purchaser is to be traded in as part of the purchase of equipment, but the same is not delivered to Seller until a time later than the date of delivery of the equipment, Seller shall have the right to reappraise said trade-in equipment at the time of the actual delivery to Seller, and said reappraisal value shall determine the trade-allowance for said equipment.

Year	Make/Model	Complete Description - Include Attachments	Serial#	Allowance
Payment Terms of Sales Order: C.O.D.				Installed
Sales Order Total				\$55,463.00
Trade in Allowance				\$0.00
Sales Tax %	0.000%	Non-Taxable Freight / Delivery: \$0.00		\$0.00
Estimated FET	\$0.00			\$0.00
Transit Tax	\$0.00	Registration Fee \$0.00		\$0.00
Down Payment				\$0.00
Unpaid Balance				\$55,463.00

BY SIGNING THIS ORDER AND AGREEMENT, PURCHASER ACKNOWLEDGES THAT IT HAS READ AND ACCEPTED ALL OF THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN AND ON PAGE 2 OF THIS ORDER, AND WARRANTS TO SELLER THAT IT HAS CAREFULLY REVIEWED THIS ENTIRE AGREEMENT (INCLUDING THE DISCLAIMER OF WARRANTIES).

Accepted: Aspen Equipment Co
 By: _____
 Title: _____
 Date: _____

Accepted by: _____
 Firm Name of Purchaser: _____
 Received by: _____
 Title: _____ Date: _____

11

DATE
6/30/2021
QUOTE INFORMATION
RDO2021000456D892
GRANITE 64FR
Qty: 1

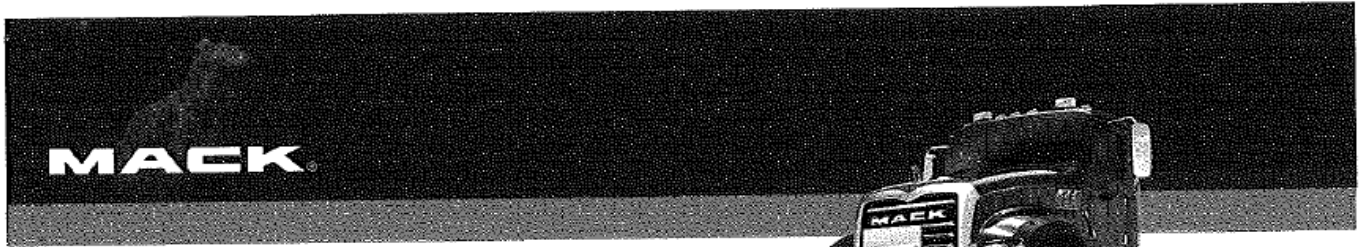
PREPARED BY
RDO TRUCK CENTER CO.
13924 VALLEY RIDGE DR
OMAHA
NE 68138-4450

PREPARED FOR
DAVID CITY
557 N 4TH ST.
DAVID CITY
NE 686321623

PROPOSAL



(Page 9)



DATE
6/30/2021
QUOTE INFORMATION
RDO2021000456D892
GRANITE 64FR
Qty: 1

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DAVID CITY
NE 686321623

Thank you for giving us this opportunity to provide a quote.

This proposal contains the complete specification and performance details of the Mack model configured for your application. Every proposed spec from Mack is prepared with lowest total cost of ownership and highest return on investment as the key objectives for our customers.

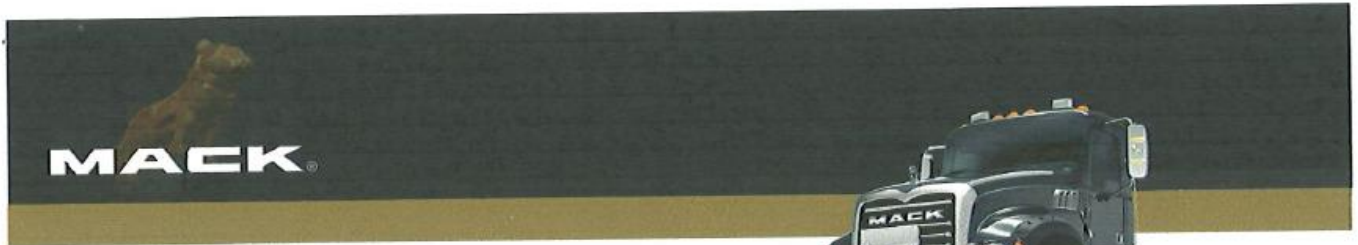
This reflects Mack's focus on application excellence to deliver uptime and fuel economy, reduced maintenance, driver satisfaction, productivity and high resale value. The enclosed spec and recommendations have been carefully designed to meet all these objectives.

Beyond the technical specifications contained in this proposal, it's important to remember that each Mack truck is backed by Mack Connect, the industry's leading uptime and productivity solution, plus a coast-to-coast network of dealer service locations. I think that after reviewing this proposal you will realize why Mack is "The American Truck You Can Count On."

I look forward to meeting with you and to discuss any questions you might have regarding this proposal.

Yours sincerely

JASON GITTINS
RDO TRUCK CENTER CO.



TECHNICAL SPECIFICATION

GRANITE 64FR

CUSTOMER/VEHICLE INFO				WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
S	002EF2	CHASSIS (BASE MODEL)	GRANITE 64FR	5,034	1,879	0
	0050M5	VEHICLE USE & BODY/TRAILER TYPE	SNOW PLOW FRONT MOUNTED	0	0	0
	2KEC1X	TRAILER TYPE	FIXED DRAWBAR TRAILER AND CENTERED AXLES	0	0	0

ENGINE/TRANSMISSIONS				WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
	1000W0	ENGINE PACKAGE, COMBUSTION	MP7-425M MACK 425HP @ 1500-1800 RPM (PEAK) 2100 RPM (GOV) 1560 LB-FT, US'17	1,855	463	2,631
	1360Z6	TRANSMISSION	MACK TMD12AFO-HD mDRIVE HD 12 SP-(OVERDRIVE)	503	168	-5,213

EXHAUST/EMISSIONS				WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
S	DPF04F	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21	0	0	0
	MCF08F	CHASSIS MOUNTED EMISSIONS FINISH	W/O DEF COVER & STAINLESS STEEL DPF COVER	0	0	251
S	DF1001	DEF TANK	6.6 GALLON (25 L) 22" LEFT SIDE FUEL TANK MTD	0	0	0
	130AD7	EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END	-35	-17	368

ENGINE EQUIPMENT				WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
	125035	AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR CONTROLLED INSIDE-OUTSIDE AIR INTAKE&DASH MTD AIR RESTRICTI	0	0	445
	1VAADX	AIR INTAKE SOURCE	INSIDE/OUTSIDE AIR INTAKE W/ IN-CAB CONTROL FOR SNOWPLOWS	20	0	0
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	16	0	0
	393AB0	BATTERY BOX - MOUNTING	RH RAIL BEHIND SCR	0	0	58



TECHNICAL SPECIFICATION (cont.)

				WEIGHT (LB)		LIST PRICE
ENGINE EQUIPMENT	DESCRIPTION		FRONT	REAR		
	318AA3	BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE	3	0	142
S	NCXA5X	STARTER MOTOR	12 VOLT DELCO 39MT-MXT	31	0	0
S	110AA5	ENGINE BRAKE	MACK MP7 POWERLEASH	0	0	0
	124AB3	HOSES - RADIATOR/HEATER	SILICONE RADIATOR & HEATER HOSES W/BREEZE CONSTANT TORQUE CLAMPS ON ALL COOLANT LINES	3	0	296
	MCA04B	ENGINE HEATERS	GRID HEATER + 120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)	0	0	173
	5NXA1X	ENGINE BLOCK HEATER	120V 1500W ENGINE BLOCK HEATER	5	0	0
	NDXA1X	ENGINE STARTING AID	ELECTRIC PREHEATER	7	0	0

				WEIGHT (LB)		LIST PRICE
CLUTCH/TRANS EQUIPMENT	DESCRIPTION		FRONT	REAR		
S	133AC7	CLUTCH	ZF/SACHS SINGLE PLATE 17" (430MM) ORGANIC MATERIAL	0	0	0
	195AA7	DRIVELINE - MAIN	MERITOR RPL25HD W/PERMALUBE U-JOINTS (PROPS-L)	18	18	-513
S	204014	DRIVELINE - INTERAXLE	MERITOR RPL25	0	36	0

				WEIGHT (LB)		LIST PRICE
FRONT AXLE EQUIPMENT	DESCRIPTION		FRONT	REAR		
S	240AA2	FRONT AXLE	18000# (8200 KG) MACK FXL18 (WIDE PIVOT CENTER) STRAIGHT SPINDLE/UNITIZED BEARINGS	325	0	0
S	496001	FRONT AXLE QUANTITY	SINGLE FRONT AXLE	0	0	0
S	244AB1	SPRINGS - FRONT	MACK TAPERLEAF 18000# (8200 KG) GROUND LOAD RATING, EQUAL BIAS	27	0	0
S	241081	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 6" Q+	29	0	0
	UDXA1X	FRONT AXLE BRAKE DUST SHIELD	DUST SHIELDS FOR FRONT AXLE	5	0	27
S	0KXA1X	HUB MATERIAL, FRONT	FERROUS	157	0	0
S	245AA9	STEERING	SHEPPARD SD110	111	0	0

				WEIGHT (LB)		LIST PRICE
REAR AXLE EQUIPMENT	DESCRIPTION		FRONT	REAR		
	268AB4	REAR AXLES - TANDEM	40000# (18100kg) MACK S402R CAST DUCTILE IRON HOUSING	0	1,447	599
S	018AA6	CARRIER - REAR AXLE	CRDP150/151 AVAILABLE WITH OPTIONAL DRIVER CONTROLLED INTERWHEEL DIFFERENTIAL LOCKS, SEE 254 SYMBOL	0	0	0
	TAXAWX	REAR AXLE RATIO	4.19 RATIO	0	0	0
	186AG6	REAR SUSPENSION - TANDEM	MACK mRIDE 40 PARABOLIC 3-LEAF, 40000# STIFFER THAN NORMAL	0	1,674	1,062
	GWXDGX	BOGIE SPREAD, REAR	54" AXLE SPACING (BOGIE WHEELBASE)	0	38	0
	YVXA1X	REAR SHOCK ABSORBER	REAR SHOCK ABSORBER	0	27	0
	UGXA1X	AUX.PARKING BRAKE CHAMBERS	AUXILIARY PARK, TWO EXTRA PARKING BRAKE CHAMBERS	0	20	0
S	253AA4	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+ (Total for QTY = 2)	0	-35	0
	UEXA1X	DRIVE AXLE BRAKE DUST SHIELD	DUST SHIELDS FOR REAR AXLE	0	12	49



TECHNICAL SPECIFICATION (cont.)

REAR AXLE EQUIPMENT		DESCRIPTION	WEIGHT (LB)		LIST PRICE
			FRONT	REAR	
	300AD0	REAR BRAKE CHAMBER	0	0	-6
		MGM TR-T; TAMPER-RESISTANT BRAKE CHAMBERS (Total for QTY = 2)			
S	0LX15X	HUB MATERIAL, DRIVE	0	318	0
		IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT			
S	3LAC1X	POWER DIVIDER LOCKOUT	0	40	0
		POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT			
	7WXB1X	LUBRICANTS, REAR AXLE(S)	0	0	162
		75W - 90 (SYNTHETIC LUBRICANT)			
	254AB5	TRACTION DIFFERENTIAL	0	18	1,423
		DRIVER CONTROLLED INTER WHEEL DIFFERENTIAL LOCK ALL RR AXLES, MANUAL AIR VALVE W/WARNING LIGHT.			
S	698078	ANTILOCK BRAKE SYSTEM	0	0	0
		BENDIX WITH TRACTION CONTROL 4S4M			
S	3ZAA1X	SPRING BRAKE INVERSION VALVE	5	0	0
		TRACTOR SPRING BRAKE INVERSION VALVE			

PUSHER/TAG AXLE EQUIPMENT		DESCRIPTION	WEIGHT (LB)		LIST PRICE
			FRONT	REAR	
	6OAZ1X	PUSHER AXLE CAPACITY, SECOND	0	0	0
		WITHOUT 2ND PUSHER AXLE			

FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION	WEIGHT (LB)		LIST PRICE
			FRONT	REAR	
	271224	WHEELBASE	179	179	153
		224"			
	374087	AF (OVERHANG)	-19	408	0
		87"			
	MCE0FE	FRAME RAILS & LINERS	0	0	1,177
		11.1 x 105 x 300mm - (0.437" x 4.13" x 11.81"); RBM 3,160,000 LB-IN			
	5CAZ1X	FRONT FRAME EXT. (BOLTED ON)	0	0	-207
		W/O FRONT FRAME EXTENSION			
	A0XF3X	FRONT FRAME LENGTH	148	-15	1,531
		BUMPER POSITION EXTENDED 20" (SNOW)			
	AXXA5X	AUX CROSSM. IN REAR OVERHANG	-13	51	0
		STEEL SINGLE CHANNEL (1)			
S	4DXM9X	FRONT BUMPER	0	0	0
		EXTENDED-SWEPT BACK-STEEL			
	6PXD1X	TOWING DEVICE, REAR	-6	27	32
		HOOKS - FRAME MOUNTED			
	288AF7	FUEL TANK - LH	100	45	556
		111 GALLON (420 L) 22" ALUMINUM, SLEEVED D-SHAPED			
S	290AA1	FUEL TANK - RH	0	0	0
		W/O RH FUEL TANK			
S	JHXB1X	FUEL HOSES, LIQUID	5	3	0
		BRAIDED HOSE			
	223AA3	STEPS (BRIGHT) - FUEL TANK	0	0	46
		STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS			

AIR/BRAKE		DESCRIPTION	WEIGHT (LB)		LIST PRICE
			FRONT	REAR	
	UWXB1X	AIRTANK DRAIN VALVE	0	0	35
		MANUAL DRAIN VALVES, WITH LANYARDS ON ALL TANKS			
	U2XA2X	AIRTANK MATERIAL	-24	0	370
		ALUMINUM, POLISHED			
	141AD7	RELOCATE AIR RESERVOIRS	0	0	160
		MANUAL SOLUTION FOR IN-FRAME AIR RESERVOIR LOCATION- UNDER BATT. BOX & BETWEEN FRAME RAILS			
	1JAABX	PARKING BRAKE VALVE	0	0	60
		TWO (2) VALVE DUAL BRAKE SYSTEM - TRAILER SUPPLY AND TRACTOR-TRAILER PARK			



TECHNICAL SPECIFICATION (cont.)

			WEIGHT (LB)		LIST PRICE	
ELECTRICAL		DESCRIPTION	FRONT	REAR		
	5RXA6X	BACK-UP ALARM	ECCO BACK-UP ALARM 575 CONSTANT SOUND LEVEL 107 dB	0	3	108
	EAXD4X	DASH MOUNTED SWITCHES	SIX (6) ASSIGNABLE BODYBUILDER DASH SWITCHES (5 ON-OFF, 1 MOMENTARY)	0	0	162
	NJXA3X	AUXILIARY LAMPS	DASH CTRL/PWR SUPPLY/LOCAL INST PLOW LAMPS W/LEAD FURN@ GRILL W/2W/3W WEATHER PACK CON	0	0	97
S	NEXC1X	TAIL LAMPS	INCANDESCENT TAIL LAMPS	0	7	0

			WEIGHT (LB)		LIST PRICE	
TRAILER CONNECTIONS		DESCRIPTION	FRONT	REAR		
	WGXC1X	TRAILER BRAKE VALVE	HAND CONTROL VALVE FOR TRAILER OR REAR SERVICE BRAKES - DUAL FUNCTION	7	0	76
	301031	HAND CONTROL VALVE	HAND CONTROL VALVE FOR TRAILER OR REAR SERVICE BRAKES - DUAL FUNCTION	7	0	0
	WHXQ2X	TRAILER CONNECTION POSITION	TRAILER AIR BRAKE CONNECTIONS, END OF FRAME	23	23	466
	321031	TRAILER ELECTRICAL RECEPT	SINGLE 7 PINS STD SAE TYPE, END OF FRAME	0	0	162
S	3SAZ1X	TRAILER CONNECTORS HOLDER	OMIT TRAILER CONNECTORS HOLDER	3	0	0

			WEIGHT (LB)		LIST PRICE	
PTO		DESCRIPTION	FRONT	REAR		
	TYXZ1X	POWER TAKE OFF CONTROL	WITHOUT TRANSMISSION PTO CONTROL	0	0	-229
	416AA3	REAR ENGINE PTO	W/SPLINED SHAFT GROOVE (FEMALE)DIN 5462, FOR INSTALL OF HYD.PUMP,(PLATE ONLY)	0	0	2,674
S	B83083	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU	5	5	0

			WEIGHT (LB)		LIST PRICE	
CAB INTERIOR (A THRU G)		DESCRIPTION	FRONT	REAR		
	CCXE1X	GUAGE - PACKAGE, SECONDARY	2ND GA PKG W/ENG OIL TEMP, TRANS OIL TEMP, PYRO, AIR RESTRICT	0	0	125
	I6AA1X	AUXILIARY PNEUMATIC OUTLET CAB	AUX. INCAB PNEUMATIC LINE CLEANOUT	0	0	66
	786066	FIRE EXTINGUISHER	5LB (ABC RATED/AMEREX) MOUNTED BETWEEN LH SEAT BASE AND DOOR WITH VALVE AIMED REARWARD	9	0	97

			WEIGHT (LB)		LIST PRICE	
CAB INTERIOR (H THRU R)		DESCRIPTION	FRONT	REAR		
	5BXB5X	ANTENNA - CB RADIO	48" ANTENNA LEFT SIDE MIRROR MOUNTED	0	0	55
	0LAZ1X	AUDIO SHUTOFF	W/O AUTO RADIO SHUTOFF OPTION	0	0	-69
S	IFXB1X	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR	5	0	0
	784054	REFLECTOR KIT	EMERGENCY REFLECTOR KIT MOUNTED PARALLEL & CENTERED AGAINST BOC	12	5	40



TECHNICAL SPECIFICATION (cont.)

CAB INTERIOR (S THRU Z)			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
	196ABQ	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 4 CHAMBER AIR LUMBAR, BOLSTER, EXTENSION	67	16	550
	MAPA1X	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - BLACK MORDURA	0	0	316
S	197AA1	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK	40	9	0
	MAQA1X	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - BLACK MORDURA	0	0	316
	3PXA1X	SEAT ARMREST	INBOARD MOUNTED ARM REST, DRIVER'S SEAT ONLY	3	3	26
	161011	STEERING WHEEL	2 SPOKE URETHANE GRIP, SATIN ALUMINUM SPOKES, WITH SWITCHES	0	0	28
	148AA5	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE & ARCTIC WIPER BLADES	0	0	28

CAB EXTERIOR			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
	MCD04D	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR WITH SIDE CLOSE VIEW MIRROR	5	0	34
	43X40X	MIRRORS - PROXIMITY	RECTANGULAR CONVEX ABOVE RH DOOR WINDOW	3	0	0
S	2KXB1X	FRONT WHEEL OPENING	FENDER EXTENSIONS	5	0	0
	154AC3	HORN - AIR	(2) MACK RECTANGULAR SINGLE TRUMPET, BRIGHT FINISH ALUMINUM W/SNOW SHIELDS	7	0	139
	152AC0	MIRRORS - EXTERIOR	HADLEY/KAM 4-WAY W/CHROME SHELL RH/LH BOTH MOTORIZED AND HEATED	3	0	461
	153AA3	MIRRORS - CONVEX TYPE CAB DOORS	BRIGHT FINISH, LH & RH, 8" DIAMETER HEATED CONVEX	3	0	49
	157027	SUN VISOR - EXTERIOR	SUN VISOR, EXTERIOR, FIBERGLASS (PAINTED)	12	0	213

AERODYNAMIC DEVICES			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
S	159AA1	CAB AERODYNAMIC PACKAGES	WITHOUT CAB AERODYNAMIC DEVICES	0	0	0
S	MCM998	FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS	0	0	0
S	MCK03K	REAR CHASSIS AERODYNAMIC PACKAGE	WITHOUT REAR AERODYNAMIC FAIRING	0	0	0

WHEELS & TIRES			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
	9004Y0	TIRES BRAND/TYPE - FRONT	315/80R22.5 L BRIDGESTONE M870 (20000 lbs) (Total for QTY = 2)	336	0	184
	5313B1	WHEELS - FRONT	22.5x9.00 ALCOA 89U63x CLEAN BUFFED, ALUMINUM, 4.06" OFFSET, 10 HAND HOLE (Total for QTY = 2)	98	0	500
	901AJ6	TIRES BRAND/TYPE - REAR	11R22.5 H BRIDGESTONE M799 (24020 lbs) (DRIVE ONLY) (Total for QTY = 8)	0	988	1,000
	3463E6	WHEELS - REAR	22.5x8.25 ALCOA ULT39x CLEAN BUFFED ALUMINUM, 6.60" OFFSET, 10 HAND HOLE (Total for QTY = 8)	0	318	1,296
	FIXA1X	HUB/WHEEL ISOLATOR FRONT	PROTECTIVE NYLON SPACER BETWEEN DISCS WHEEL TO DRUM	0	3	21
	FMXA1X	HUB/WHEEL ISOLATOR DRIVE	Wheel guards are a nylon separator placed between the hub or drum and the wheel, and/or between two	0	3	43

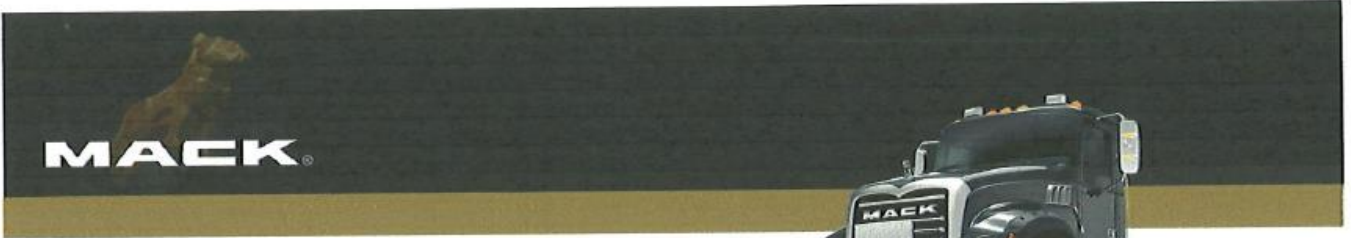


TECHNICAL SPECIFICATION *(cont.)*

				WEIGHT (LB)		
PAINT	DESCRIPTION		FRONT	REAR	LIST PRICE	
S	950AD0	PAINT DESIGN	SINGLE COLOR	0	0	0
S	944AA7	PAINT COLOR - FIRST COLOR	MACK WHITE; P9188	0	0	0
	966944	SUN VISOR COLOR	SAME AS FIRST COLOR - SUN VISOR	0	0	56

		WEIGHT (LB)		
ADDITIONAL ENGINEERING (NonApproved)	DESCRIPTION	FRONT	REAR	LIST PRICE
CA 1		0	0	0

	FRONT / REAR AXLE WEIGHTS (LB)	9114	8169
	TOTAL WEIGHT (LB)	17,283	



PRICING SUMMARY

GRANITE 64FR

VEHICLE PRICE			\$122,973.00
FET EXEMPT ITEMS			
Engine Plan 2 warranty 84mo/250k miles			\$5,625.00
Exhaust After Treatment warranty 84mo/250k miles			\$1,240.00
Henderson Dump Box and Plow per spec attached			\$62,056.00
TOTAL FET EXEMPT ITEMS			\$68,921.00
TAX SUMMARY			
		AMT. SUBJECT TO TAX	
FET (12%)		N/A	\$0.00
Tire Tax Credit		N/A	\$(357.98)
TOTAL TAX			\$(357.98)
TOTAL SELLING PRICE (PER UNIT)			\$191,536.02

DAVID CITY _____ DATE _____

RDO TRUCK CENTER CO. _____ DATE _____



Inputs Required	Inputs	UOM
Vehicle Type	Aero Muscle Hood - Roof Fairing (0.60)	MPH
Performance Level	>67 MPH / >108KPH	MPH
Frontal Area	110.0	FEET ²
Accessory Power Loss	11.0	HP

VEHICLE SPECIFICATION SUMMARY		
Model		GRANITE 64FR
Gross Combination Weight		110,000 LB (50 TONNES) GROSS COMBINATION WEIGHT
Vehicle Application		ON-OFF HIGHWAY, STARTING GRADES<18%
Body/Trailer Type		SNOW PLOW FRONT MOUNTED
Loading/Unloading Surface Type		SOFT DIRT LOADING AND / OR UNLOADING SURFACE
Engine		MP7-425M MACK 425HP @ 1500-1800 RPM (PEAK) 2100 RPM (GOV) 1560 LB-FT, US'17
Peak Power	HP	425.0 @ 1500 - 1800
Peak Torque	Newton Meters	2157 @ 1050
Transmission		MACK TMD12AFO-HD mDRIVE HD 12 SP-(OVERDRIVE)
Rear Axle		40000# (18100kg) MACK S402R CAST DUCTILE IRON HOUSING
Rear Axle Ratio		4.19
Rear Tire		11R22.5 H BRIDGESTONE M799 (24020 lbs) (DRIVE ONLY)
Tire Revolutions per Mile	Mile	496
Total Reduction		3.27

CALCULATED PERFORMANCE SUMMARY					
	Speed	UOM	RPM	Desired / Recommended Value	Status
Engine RPM @ 65 MPH	65.2	MPH	1762		
Engine RPM @ Desired Cruise Speed	65.2	MPH	1762	1275 - 1375 rpm	CHECK!
Engine RPM @ Road Speed Limit (RSL)	65.2	MPH	1762	< 2100 rpm	OK
Sweet Spot Cruise Speed Range in Top Gear	47.2 - 50.9	MPH	1275 - 1375		
Top Gear Speed Range	37.0 - 77.8	MPH	1000 - 2100	65.2 MPH	OK
Minimum Practical Speed In Reverse	1.3	MPH	600		
Maximum Practical Speed in Reverse	4.4	MPH	2100		
Minimum Practical Speed In Lowest Forward Gear	1.5	MPH	600		
Maximum Practical Speed In Lowest Forward Gear	5.2	MPH	2100		
	Concrete / Asphalt		UOM		
Wheel HP Required at (65 MPH) Cruise Speed	299.0 / 335.5		HP		
Wheel HP Required at (75 MPH) Road Speed Limit	299.0 / 335.5		HP		
Wheel HP Required at (92 MPH) Top Speed	424.3 / 469.6		HP		

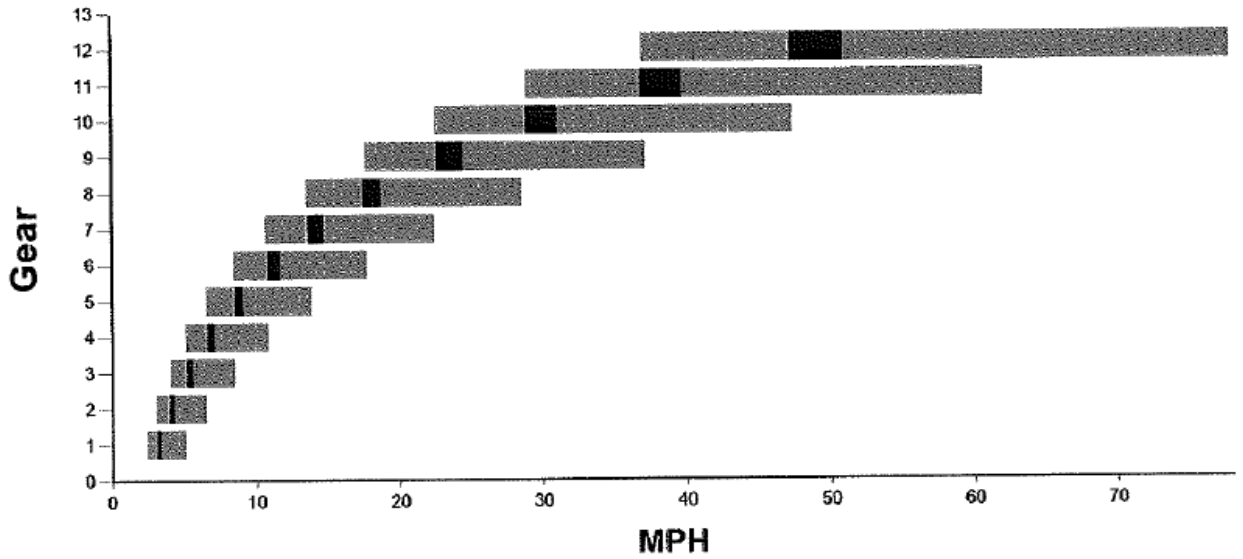


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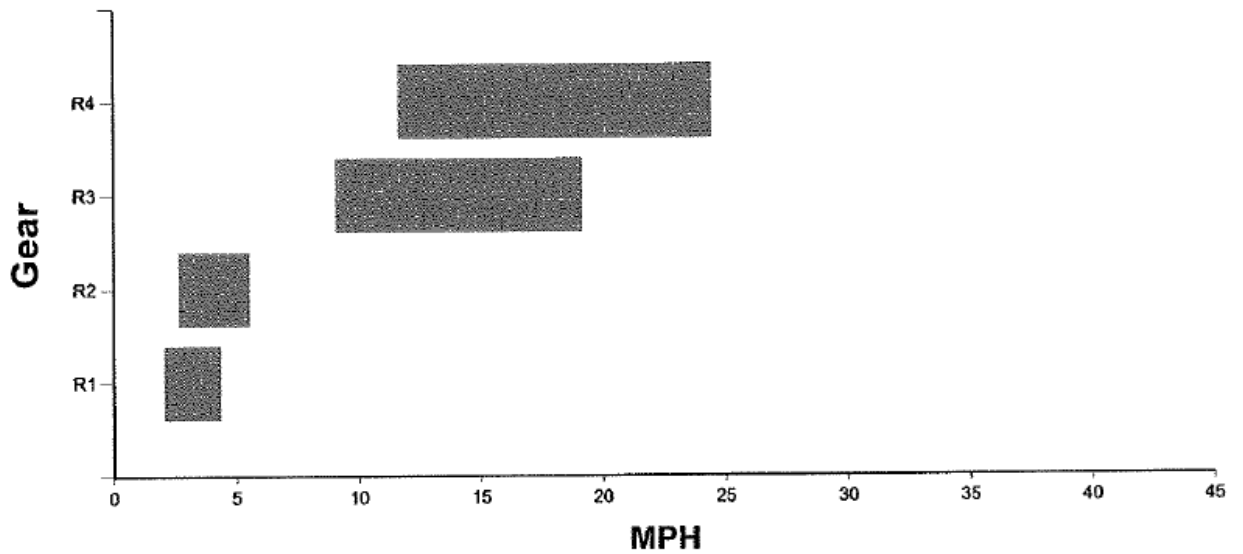
VEHICLE SPECIFICATION SUMMARY			
Gradeability		Recommended Min. Gradeability in Top Gear	
Maximum in Top Gear (Concrete)	1.4%	0.0%	OK
Maximum in Top Gear (Asphalt)	1.2%	0.0%	OK
Startability		Recommended Min. Startability	
In Lowest Gear	15.1%	18.0%	CHECKI
Loading/Unloading Surface Type	SOFT DIRT LOADING AND / OR UNLOADING SURFACE		
		Recommended Speed on 1.5% Grade	
Speed on a 1.5% Grade (Concrete)	46.9 MPH	>67 MPH	CHECKI
	@1625 rpm in 11th gear	PL5	
Suggested Value for Gear Down Vehicle Speed	RSL - 10		
Driveability Rating	Status		
100% Max Power available after shift	CAUTION!		
>95% Very Good >90% Acceptable			
Performance Level	Recommended Speed on 1.5% Grade	Min. Gradeability in Top Gear	
PL5 - High Performance	>67 MPH	1.9%	
PL4 - Performance	61 - 67 MPH	1.7%	
PL3 - Economy	54 - 60 MPH	1.5%	
PL2 - Fleet / Construction	47 - 53 MPH	1.3%	
PL1 - Heavy Haul	40 - 46 MPH	1.1%	



Forward Geared Speed

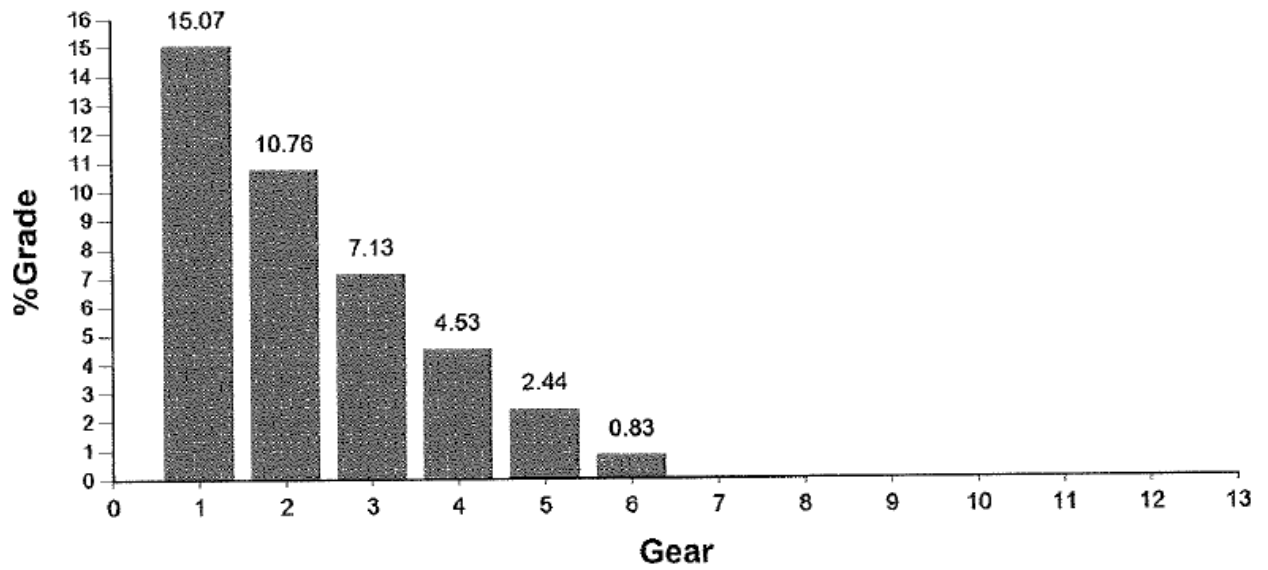


Reverse Geared Speed

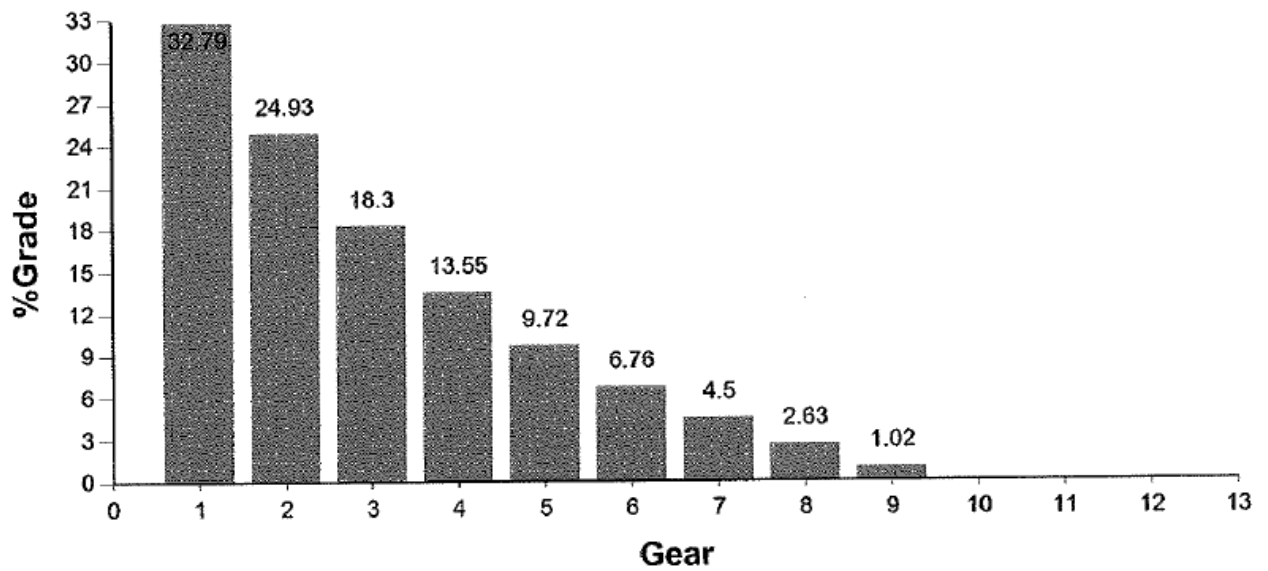




Startability

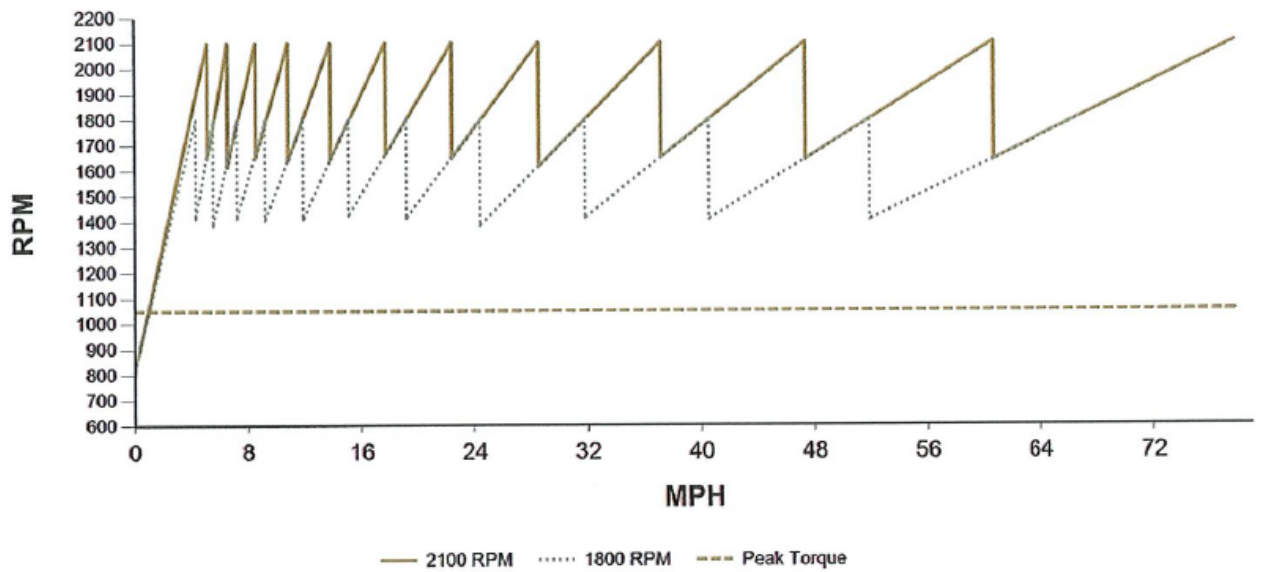


Gradeability at Max Torque

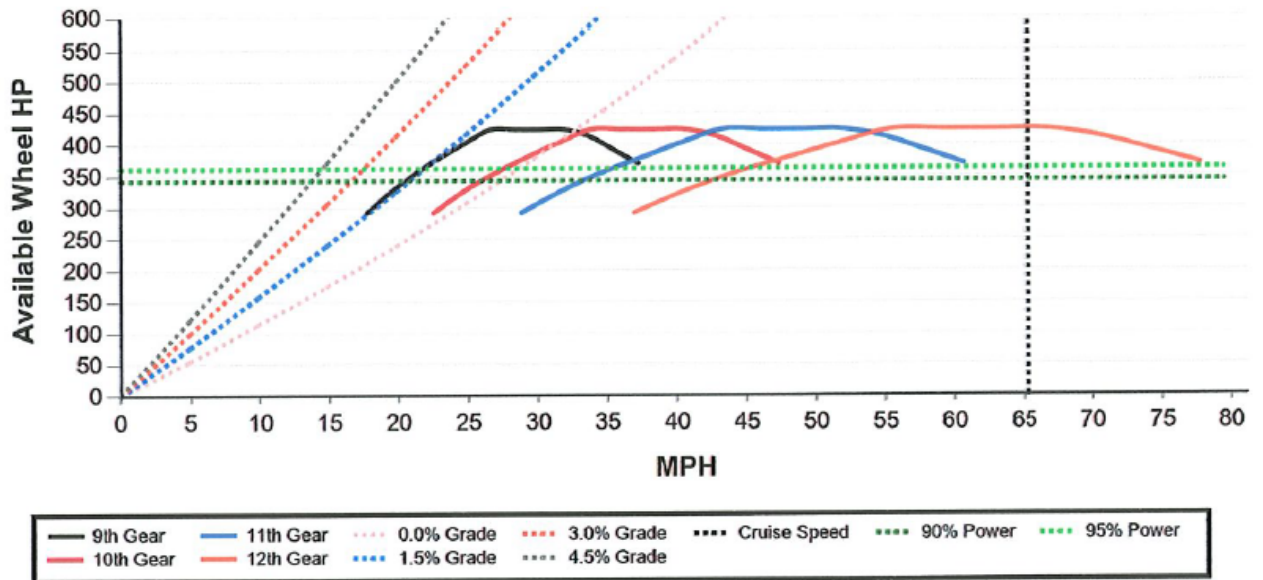




Shift Chart

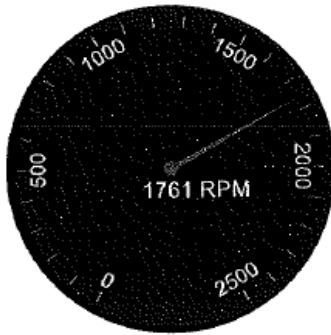


Horsepower VS. Speed





RPM at 65 MPH



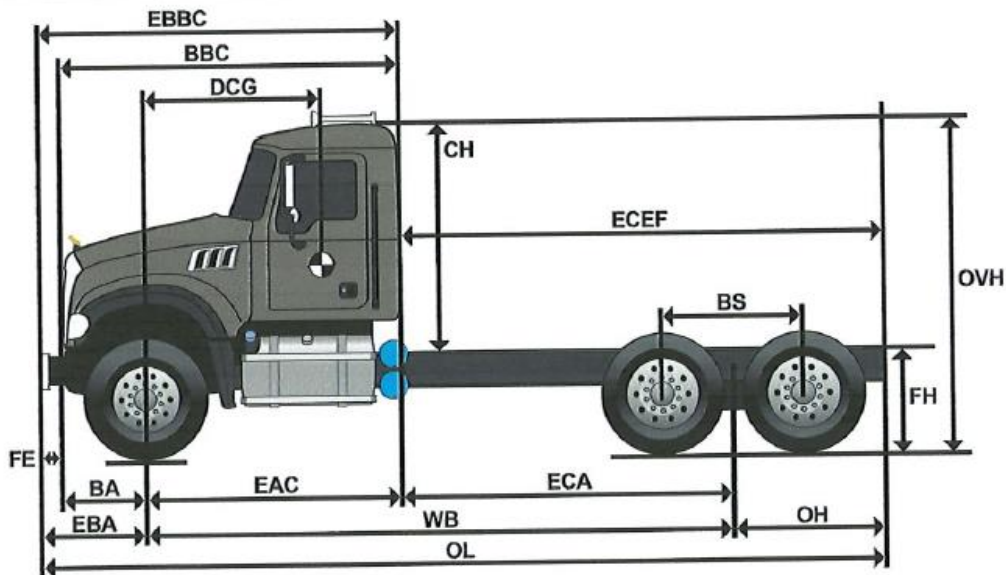
RPM at Cruise Speed



	MPH	RPM
Minimum of Engine Range	37.0	1000.00
Minimum of Economy Range	47.2	1275.00
Cruise Speed	65.2	1761.56
Maximum of Economy Range	50.9	1375.00
Road Speed Limit	65.2	1761.56
Maximum of Engine Range	77.8	2100.00



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Description	Sales Code	Dwg Ref	Length	UOM
Front Frame Extension	N/A	FE	20.0	INCHES
Bumper to Front Axle	N/A	BA	29.0	INCHES
Wheelbase	N/A	WB	224.2	INCHES
Rear Overhang	N/A	OH	87.0	INCHES
Overall Length	N/A	OL	360.2	INCHES
Bumper to Back of Cab	N/A	BBC	116.5	INCHES
Eff. Bumper to Back of Cab	N/A	EBBC	136.5	INCHES
Eff. Cab to Rear Axle	N/A	ECA	136.7	INCHES
Eff. Front Axle to Back of Cab	N/A	EAC	87.5	INCHES
Eff. Cab to End of Frame	N/A	ECEF	223.7	INCHES
Unladen 5th Wheel Height	E5BZ1X	5W	0.0	INCHES
Unladen Frame Height	N/A	FH	43.2	INCHES
Cab Height	N/A	CH	70.9	INCHES
Overall Height	N/A	OVH	117.2	INCHES
Driver CG	N/A	DCG	70.9	INCHES
54" AXLE SPACING (BOGIE WHEELBASE)	GWXDGX	BS	53.9	INCHES
Second Front Axle Spacing	RHXZ1X	SFAS	0.0	INCHES



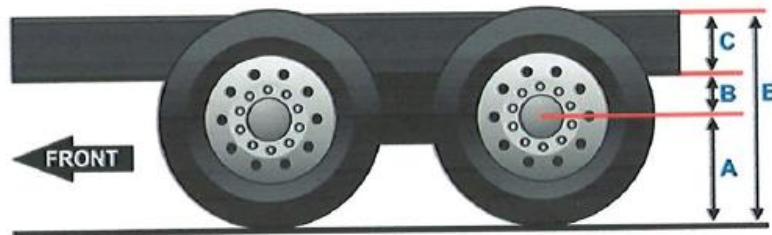


VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)
Wheelbase	N/A	WB	224.2	224.2
Available Rail Space Right	N/A	ARSR	N/A	77.8
Available Rail Space Left	N/A	ARSL	59.9	N/A
Eff. Front Axle to Back of Cab	N/A	REF	87.5	87.5
Front Axle To Fender	CDX23X	N/A	35.4	35.4
Cleartech One Unit	DPF04F	N/A	0.0	48.0
Battery Box	393AB0	N/A	0.0	15.0
111 GALLON (420 L) 22" ALUMINUM, SLEEVED D-SHAPED / W/O RH FUEL TANK	288AF7 / 290AA1	N/A	73.4	0.0
Ad-Blue Tank	DF10O1	N/A	7.5	0.0
Drive Tire Radius	901AJ6	N/A	21.0	21.0

Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.

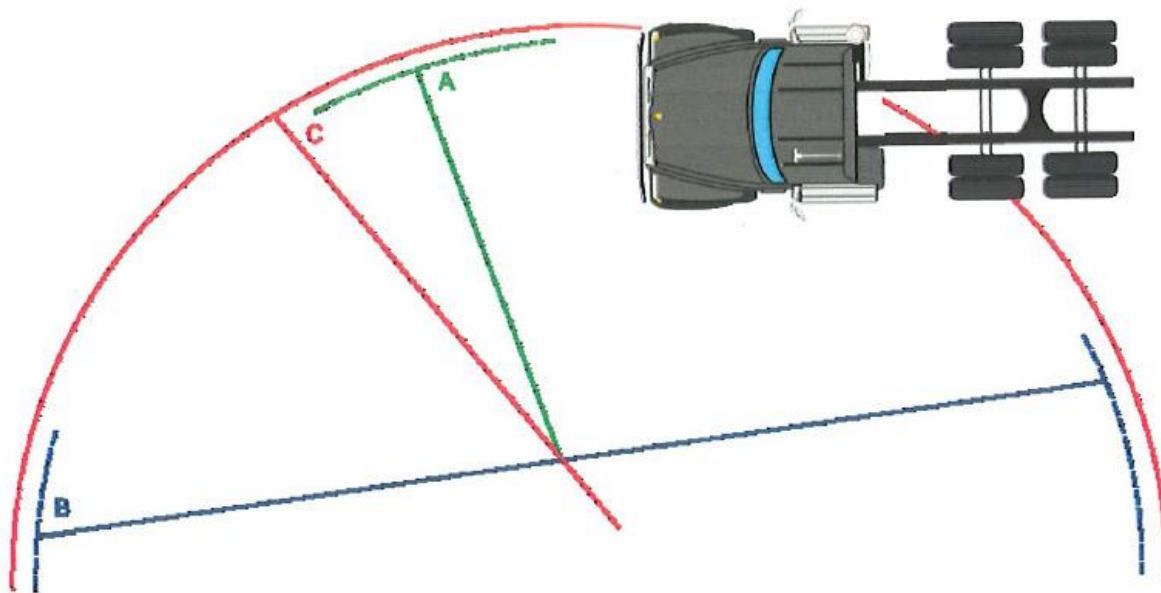


VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY					
Description	Sales Code	Dwg Ref	Rear		UOM
			Unladen	Laden	
Requested Fifth Wheel Height	E5BZ1X		0.0	0.0	INCHES
Tire Radius	901AJ6	A	21.0	19.5	INCHES
Suspension Height	186AG6	B	10.4	9.3	INCHES
Frame Depth	YBXGAX	C	11.8	11.8	INCHES
Closest Available Fifth Wheel Leg Height	N/A	D	0.0	0.0	INCHES
Total Height	N/A	E	43.2	40.6	INCHES





VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Description	Sales Code	Dwg Ref	Length	UOM
SAE Turning Radius	N/A	A*	342	FEET
Adjusted Turning Radius	N/A	A	386	FEET
Curb-to-Curb Diameter	N/A	B	782	FEET
Wall-to-Wall Diameter	N/A	C	84.5	FEET



Tests have shown that the true location of the turning center is further to the rear than midway between drive axle sets (where applicable)

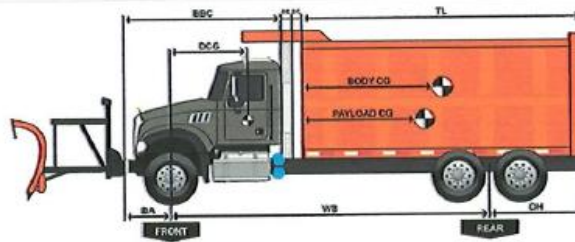
The actual location of the turning center depends on:

- Whether the drive tire equipment is single or dual.
- The overall load distribution for the vehicle (front/rear, between drive axles) in a loaded condition
- Manufacturing tolerances within the steering components



Inputs Required	Inputs	UOM
Driver Weight	201	LB
Total Body Length	16.4	FEET
Body Tare Weight	3501	LB
Front of Body to Body CG	96.0	INCHES
Additional Clearance from Back of Exhaust to Front of Body	6.0	INCHES

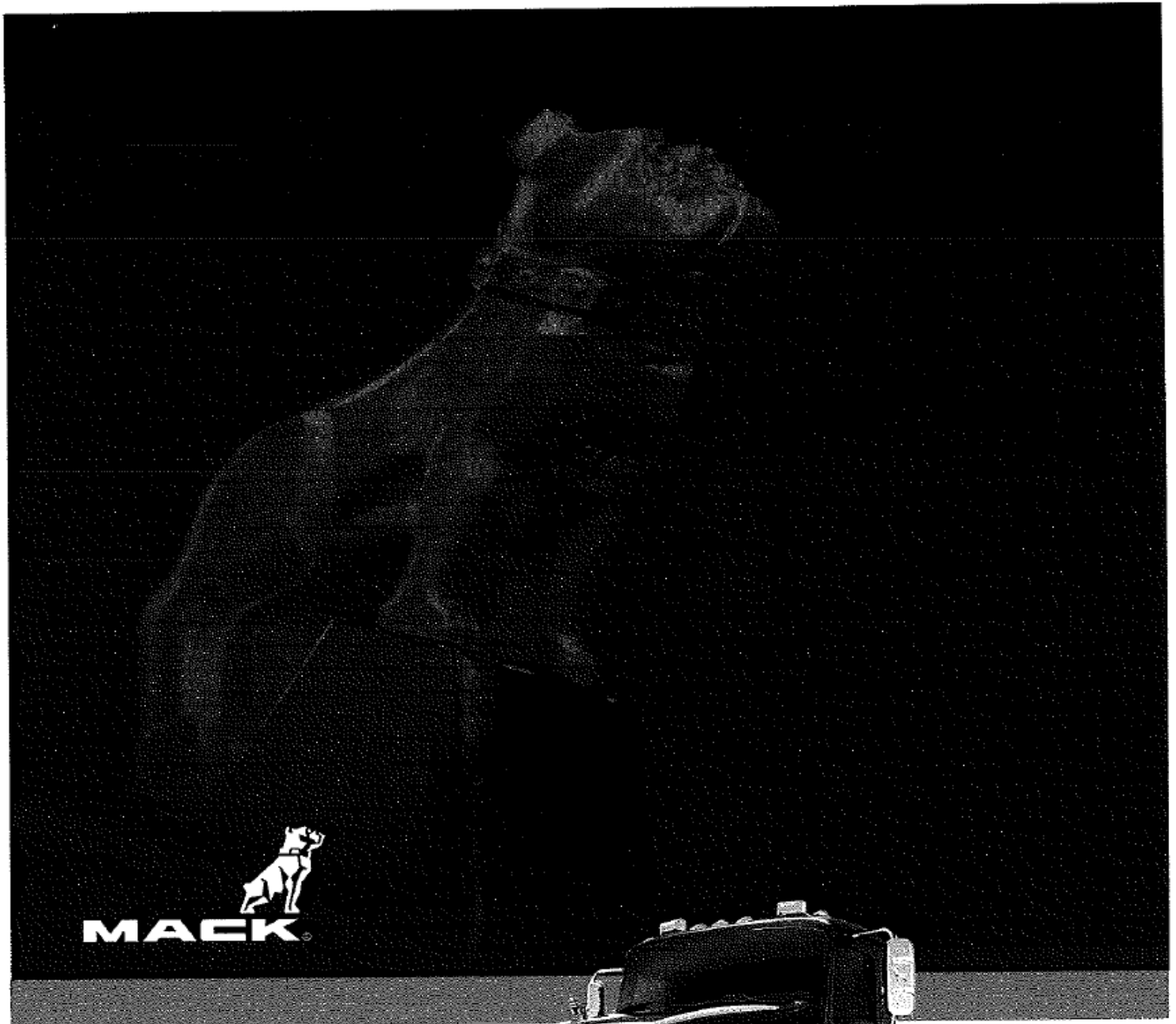
VEHICLE SPECIFICATION SUMMARY				
Description	Description	Dwg Ref	Length	UOM
Bumper to Front Axle	N/A	BA	29.0	INCHES
Wheelbase	N/A	WB	224.2	INCHES
Rear Overhang	N/A	OH	87.0	INCHES
Bumper to Back of Cab	N/A	BBC	116.5	INCHES
BOC Exhaust Space	130AD7	N/A	0.0	INCHES
Driver CG from Front Axle	N/A	DCG	70.9	INCHES
First Pusher Axle Spacing			0.0	INCHES



CALCULATED PERFORMANCE SUMMARY				
Tare Weights	Front Axle	Rear Axle (s)	Total	UOM
Chassis	9114	8169	17283	LB
Driver	138	64	201	LB
Fuel	464	296	759	LB
Body/Trailer	541	2960	3501	LB
Total Tare	10256	11487	21742	LB
Payloads				
First Body Payload	5603	30656	36258	LB
Total - Lift Axles Down	15858	42143	58000	LB
GAWR	18000	40000	110000	LB



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Sub-Category	Sales Code	Sales Code Description	Value	UOM
Front Axle	240AA2	18000# (8200 KG) MACK FXL18 (WIDE PIVOT CENTER) STRAIGHT SPINDLE/UNITIZED BEARINGS	18000	LB
Front Suspension	244AB1	MACK TAPERLEAF 18000# (8200 KG) GROUND LOAD RATING, EQUAL BIAS	18000	LB
Front Tires	9004Y0	315/80R22.5 L BRIDGESTONE M870 (20000 lbs)	20000	LB
Front Wheels	5313B1	22.5x9.00 ALCOA 89U63x CLEAN BUFFED, ALUMINUM, 4.06" OFFSET, 10 HAND HOLE	20001	LB
		Front GAWR	18000	LB
Rear Axle	268AB4	40000# (18100kg) MACK S402R CAST DUCTILE IRON HOUSING	40000	LB
Rear Suspension	186AG6	MACK mRIDE 40 PARABOLIC 3-LEAF, 40000# STIFFER THAN NORMAL	40000	LB
Rear Tires	901AJ6	11R22.5 H BRIDGESTONE M799 (24020 lbs) (DRIVE ONLY)	48041	LB
Rear Wheels	3463E6	22.5x8.25 ALCOA ULT39x CLEAN BUFFED ALUMINUM, 6.60" OFFSET, 10 HAND HOLE	59199	LB
		Rear GAWR	40000	LB
		Truck GVWR	58000	LB
		Gross Combination Weight Rating	110000	LB
		Tax Value GVWR (USA FET Only)	58000	LB





CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3886 - Phone: (952)888-2525 - Fax: (952)656-7159 - Website: www.aspenequipment.com

EQUIPMENT ORDER AND AGREEMENT			
Cust Name: Rdo Truck Center	Quote Number:	Quote Date: 6/25/2021	
Address: Po Box 9040	RDO TRUCK CENTER-96-BIB-44372-08-13-v1	Order Date: NEED	
Fargo Nd	Ship To:	Date Wanted: REQUIRED	
58106	Ship Via:	PO#: REQUIRED	
Contact:	Pick-up/Delivery Instructions:	Sales Person: Clark Stubbendeck	
Phone: 701-282-5400	OMAHA NE	Chassis Purchaser: NA	
Fax:	F.O.B.: Omaha, NE	Order Type: Installed	
Dealership:	AEC#:	Express Warranties: Manufacturer's Standard	
Contact:	Special Instructions:		
Bill To:			

Qty	Part/Specification Number	Description	Installed
1	5.07 Base MKIV Installation	Install dump body per the following specifications: Mount rear hinge assembly Mount hoist assembly Mount hydraulic tank Mount hydraulic pump Mount hydraulic valve control Plumb pump, tank, controls and hoist Supply and install 2 sets mudflaps (fore and aft rear tires) Supply and install cable pull-of valve (Telescopic hoists only) Install and wire dump body lighting package Install body mounted cabshield Fabricate and Install ICC Bumper Note* PTO not included w/ Base MKIV Installation	\$62,789.00
1	5.10 Paint Underbody Body	Paint dump underbody single stage black	
2	8.276 3861A	ECCO 2" x 6" Grommet Mount Amber LED Strobe, Class 1	
2	8.277 3861B	ECCO 2" x 6" Grommet Mount Blue LED Strobe, Class 1	
2	8.314 Strobe Installation PR	Mount strobe pair, route wire to switch, tie-up and guard.	
1	8.317 Wire Hot	Wire Strobes Hot	
2	8.369 50-60700-3	Rubber Grommet for strobe lights,	
1	INSTALL PLOW LIGHTS	INSTALL PLOW LIGHTS PROVIDED BY DEALER	
1	MARK E 14' DUMP	44" SIDES AR400 FLOOR AND AR400 SIDES AND HEADSHEET	
1	HENDERSON RSP 11' BLADE	HENDERSON 11' RSP BLADE WITH QUICK HITCH	
1	FORCE CONTROLS	CONTROLS AND HYDRAULICS PROVIDED BY FORCE	
1	2.1	Installation Price of Telescopic Hoist	
1	5.1	Install front plow hitch. Includes bumper to frame mount kit, hard plumbing from existing hydraulic valve to double acting lift cylinder and 2 sets quick couplers for plow angling	
1	6.1	Installation of Selected Plow (Plow Side Only)	
1	6.12	½" rubber deflector, installed	
1	6.13	Sight markers	
1	9.1	Installation (Hose, plumbing, hardware, labor, etc.) of hydraulics from reservoir to pump to valve	

Continued On Next Page

BY SIGNING THIS ORDER AND AGREEMENT, PURCHASER ACKNOWLEDGES THAT IT HAS READ AND ACCEPTED ALL OF THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN AND ON PAGE 2 OF THIS ORDER, AND WARRANTS TO SELLER THAT IT HAS CAREFULLY REVIEWED THIS ENTIRE AGREEMENT (INCLUDING THE DISCLAIMER OF WARRANTIES).

Accepted: Aspen Equipment Co
 By: _____
 Title: _____
 Date: _____

Accepted by: _____
 Firm Name of Purchaser: _____
 Received by: _____
 Title: _____ Date: _____



CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952)888-2525 - Fax: (952)656-7157 - Website: www.aspenequipment.com

EQUIPMENT ORDER AND AGREEMENT				
Cust Name: Rdo Truck Center	Quote Number: RDO TRUCK CENTER-96-BIB-44372-08-13-v1	Quote Date: 6/25/2021		
Address: Po Box 9040 Fargo Nd 58106	Ship To:	Order Date: NEED		
	Ship Via:	Date Wanted: REQUIRED		
Contact:	Pick-up/Delivery Instructions:	PO#: REQUIRED		
Phone: 701-282-5400	OMAHA NE	Sales Person: Clark Stubbendeck		
Fax:	F.O.B.: Omaha, NE	Chassis Purchaser: NA		
Dealership:	AEC#:	Order Type: Installed		
Contact:	Special Instructions:	Express Warranties: Manufacturer's Standard		
Bill To:				
Qty	Part/Specification Number	Description	Installed	
		Tax Note: Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice		
Description of Trade-in and allowance - Purchaser warrants that (1) he has now, and will have on the date of delivery to Seller, clear and marketable title to the following described equipment: (2) that there are no liens or encumbrances on said equipment; and (3) that, upon Seller's request, he will execute a Bill of Sale of said equipment on Seller's form. If any equipment owned by Purchaser is to be traded in as part of the purchase of equipment, but the same is not delivered to Seller until a time later than the date of delivery of the equipment, Seller shall have the right to reappraise said trade-in equipment at the time of the actual delivery to Seller, and said reappraisal value shall determine the trade-allowance for said equipment.				
Year	Make/Model	Complete Description - Include Attachments	Serial#	Allowance
Payment Terms of Sales Order: C.O.D.				Installed
Sales Order Total				\$62,789.00
Trade in Allowance				\$0.00
Sales Tax %	0.000%	Non-Taxable Freight / Delivery: \$0.00		\$0.00
Estimated FET	\$0.00			\$0.00
Transit Tax	\$0.00	Registration Fee \$0.00		\$0.00
Down Payment				\$0.00
Unpaid Balance				\$62,789.00
BY SIGNING THIS ORDER AND AGREEMENT, PURCHASER ACKNOWLEDGES THAT IT HAS READ AND ACCEPTED ALL OF THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN AND ON PAGE 2 OF THIS ORDER, AND WARRANTS TO SELLER THAT IT HAS CAREFULLY REVIEWED THIS ENTIRE AGREEMENT (INCLUDING THE DISCLAIMER OF WARRANTIES).				
Accepted: Aspen Equipment Co		Accepted by: _____		
By: _____		Firm Name of Purchaser: _____		
Title: _____		Received by: _____		
Date: _____		Title: _____ Date: _____		



CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952)888-2525 - Fax: (952)656-7159 - Website: www.aspenequipment.com

EQUIPMENT ORDER AND AGREEMENT

TERMS AND CONDITIONS OF SALE

1. **TERMS OF SALE.** The terms and conditions set forth herein ("Terms") govern the sale of the equipment referenced on the reverse side (the "Equipment") by Aspen Equipment Co. ("Seller") to the purchasing party ("Purchaser"). If Purchaser has executed Seller's "Standard Terms and Conditions of Sale," a Security Agreement, Lease Agreement, or other agreement supplied and approved by Seller, the terms and conditions of such agreements shall supplement and be interpreted consistently with the Terms (the "Supplemental Terms"). To the extent of any inconsistencies between the Terms and the Supplemental Terms, the Terms shall prevail. Any terms and conditions set forth on Purchaser's purchase orders or other forms supplied by Purchaser which are in addition to or are different from the Terms or the Supplemental Terms are objected to and rejected by Seller, and shall be of no force or effect.
2. **PAYMENT TERMS.** Purchaser shall purchase the Equipment for the price stated on the reverse side. Unless otherwise specified, the terms of payment are net cash on receipt of invoice. If payment is not made on or by the due date, the full unpaid balance shall be subject to interest until paid at the rate of the lesser of 1 1/4% per month or the highest rate permitted by applicable law.
3. **DELIVERY DATE.** The proposed delivery date of the Equipment is an estimate. Seller shall not be liable for delay in delivery or for damages suffered by Purchaser by reason of such delay when such delay is directly or indirectly caused by, or in any manner arises from, acts of God, acts of Purchaser, acts of civil or military authorities, governmental actions or requirements, fires, strikes, floods, accidents, terrorism, shortages of cars, fuels, supplies, labor, materials or manufacturing facilities on the part of Seller or any of its vendors or suppliers or any other cause or causes (whether or not similar in nature to any of those previously specified) whether within or beyond Seller's control.
4. **SHIPMENT AND PACKAGING.** The Equipment furnished to Purchaser will be shipped F.O.B. point of shipment, and possession in such goods shall pass to Purchaser upon Seller's delivery to the carrier at the point of shipment. Equipment will be packaged in accordance with Seller's standard procedures. All packaging and shipping costs shall be paid by Purchaser.
5. **LIABILITY LIMITATION. SELLER'S LIABILITY TO PURCHASER FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE SALE OF THE EQUIPMENT SHALL BE LIMITED TO THE PURCHASE PRICE OF THE EQUIPMENT, OR, AT SELLER'S SOLE DISCRETION, TO THE REPLACEMENT THEREOF. IN NO EVENT IS SELLER RESPONSIBLE TO PURCHASER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT OR INDIRECT LOST PROFITS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE.**
6. **INSPECTION OF EQUIPMENT; RETURNS.** Purchaser shall promptly inspect the Equipment upon delivery. The Equipment may not be returned to Seller without providing written notice of that intent (which notice must be delivered within five (5) days following delivery of the Equipment), and without obtaining Seller's prior written consent. In the absence of such notice, Purchaser shall be deemed to have accepted the Equipment as delivered. Purchaser is responsible for the costs of returning the Equipment without being damaged, and the returned Equipment is subject to a 20% handling charge, except if the Equipment is found upon return to have been defective.
7. **WARRANTY.** Seller will assign and transfer to Purchaser any assignable or transferable manufacturers' warranties, if any, applicable to the Equipment. EXCEPT AS SET FORTH ABOVE, SELLER DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. Purchaser acknowledges that (a) Purchaser makes the final selection, in all respects of the Equipment; (b) Seller is not a manufacturer of the Equipment; (c) Purchaser accepts the Equipment with all faults, subject only to the manufacturer's written warranties, if any; (d) unless otherwise specifically stated on the reverse side, used Equipment is sold "AS IS" and "WITH ALL FAULTS," and is not subject to any warranty by manufacturer or Seller; (e) notwithstanding any warranty, if any, by the manufacturer or Seller, neither manufacturer or Seller shall be liable for the costs of repairs made outside of Seller's or manufacturer's place of business, unless authorized in writing; and (f) no payment required to be made by Purchaser shall be delayed awaiting settlement of any claim.
8. **SUCCESSORS AND ASSIGNS.** These Terms bind and inure to the benefit of the Purchaser and Seller and their respective successors and permitted assigns. Purchaser may not assign any interest in, nor delegate any obligation under these Terms, without Seller's prior written consent.
9. **SECURITY AGREEMENT.** To secure the performance of all of Purchaser's obligations to Seller (including without limitation, all loans, advances, debts, liabilities and obligations owing by Purchaser to Seller, of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising), Purchaser hereby grants to Seller a security interest in the Equipment, any proceeds of the foregoing, and any trade-ins, replacements or substitutions of the Equipment. Such interest shall be enforceable by Seller in accordance with the provisions of Article IX of Minnesota Uniform Commercial Code. Until Purchaser has performed all obligations on the part of Purchaser to be performed under the Terms, Purchaser agrees: (a) to keep the Equipment in good condition and repair at its own expense; (b) not to sell, assign, pledge, mortgage, encumber, suffer the creation of any lien, nor dispose of the Equipment or any part thereof, nor make any material change in the Equipment, without the prior written consent of Seller, except in the ordinary course of business; (c) to pay all taxes, charges and assessments of every character levied or assessed against the Equipment; (d) to keep the Equipment insured, at its own expense, against all physical loss or damage, of whatsoever kind and nature and however caused, excepting only loss or damage occasioned by so-called uninsurable perils, such as war risk, nuclear energy peril and normal wear and tear, in an amount not less than the remaining balance due to the Seller with deductible amounts not to exceed \$250.00 per loss, and to place such insurance through agencies or brokers and with insurance companies acceptable to Seller, with the proceeds thereon payable to Seller and Purchaser as their interest may appear; (e) to execute all documents which may be necessary for the perfection and recording of Seller's security interest in the Equipment; and (f) Seller is authorized to file one or more financing statements describing the collateral and to take all other actions as are necessary to perfect Seller's security interest.
10. **TRADE-INS.** If any equipment owned by Purchaser is to be traded in as part of the purchase of Equipment, but the same is not delivered to Seller until a time later than the date of delivery of the Equipment, Seller shall have the right to reappraise said trade-in equipment at the time of actual delivery to Seller, and said reappraisal value shall determine the trade-in allowance for said equipment. Purchaser represents and warrants that (a) Purchaser now has, and will have on the date of delivery to Seller, clear and marketable title to all trade-in equipment, (b) there are no liens or encumbrances on said equipment, and (c) upon Seller's request, Purchaser will execute a bill of sale for said equipment in form satisfactory to Seller.
11. **DAMAGES.** If, upon tender of delivery of Equipment by Seller to Purchaser, Purchaser fails or refuses for any reason to complete the purchase transaction, Seller may in its discretion retain any down payment and any trade-in equipment as liquidated damages; or, at its option, Seller may resell or retain the trade-in equipment, and shall apply any down payment and the amount received on resale, or the fair market value of said equipment (if no resale) as of the date of Purchaser's breach, in reduction of Seller's damages, costs and expenses. Notwithstanding the foregoing, this section shall not limit Seller's right to pursue any other available remedies at law or in equity.
12. **EVENTS OF DEFAULT BY PURCHASER.** The following shall be deemed to be events of default by Purchaser: (a) the failure by Purchaser to comply with any of the Terms; (b) any cessation or interruption of Purchaser's business as a going concern; (c) any assignment by Purchaser for the benefit of creditors; (d) the institution of any proceeding under the Bankruptcy Act, voluntary or involuntary, by or against Purchaser; (e) the commencement of any insolvency or receivership proceeding voluntary or involuntary, against Purchaser; (f) the occurrence of any unusual or unreasonable depreciation in the value of the Equipment; or (g) the determination by Seller that it is insecure, for whatever reason, with respect to the Equipment or Purchaser's obligations hereunder. Upon Purchaser's default, the entire unpaid balance of any amounts owed to Seller, together with accrued interest thereon, shall be immediately due and payable and Seller may exercise all rights and remedies available to it under the Minnesota Uniform Commercial Code as now enacted or as may be from time to time amended and in conjunction with, and in addition to or substitution for those rights and remedies, at Seller's discretion, Seller may, in conformity with law and without liability to Purchaser therefore, (a) enter upon Purchaser's premises to take possession of, assemble and collect the Equipment or to render it unusable, or (b) require Purchaser to assemble the Equipment and make it available at a place Seller designates which is mutually convenient to allow Seller to take possession or dispose of the Equipment. Notwithstanding the foregoing, this section shall not limit Seller's right to pursue any other available remedies at law or in equity.
13. **ATTORNEYS' FEES AND COSTS.** Purchaser agrees to pay Seller or its assignees all costs and expenses incurred by Seller in enforcing the Terms, including reasonable attorneys' fees.
14. **GOVERNING LAW; VENUE.** All matters between Seller and Purchaser shall be determined according to the laws of the State of Minnesota and any action shall be venued in the state or federal courts situated in Hennepin County, Minnesota, and the parties agree that all such claims shall be heard and determined exclusively in any such court.
15. **AMENDMENTS.** No change or modification of the Terms shall be binding on Seller unless the change or modification is in writing and signed by Seller.
16. **EXCHANGES.** Seller may desire to exchange, for other property of like-kind and qualifying use, within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated thereunder, fee title in the Equipment. Seller expressly reserves the rights to assign its rights, but not its obligations, under any agreement between Seller and Purchaser to Cole Taylor Deferred Exchange Corporation, as qualified intermediary, as provided in IRC Reg 1.1031(k)-1(g)(4), on or before the relevant transfer of the property, as defined under Minnesota law. All fees for the facilitation of the 1031 tax deferred exchange shall be paid by Seller.
17. **WAIVER.** The waiver by Seller of any breach by Purchaser of any of the Terms may not be construed to be a waiver as to the subsequent application of any other Terms.
18. **SEVERABILITY.** If any Term is held by a court of competent jurisdiction to be unenforceable, the remaining Terms shall remain in full force and effect.

Signature: _____

Date: _____

City Administrator Clayton Keller spoke in regard to spraying gravel roads to control dust. He stated, "I had a member of the community talk to me a month or so ago asking if the city would be willing to spray to control dust on a couple of the gravel roads on the outskirts of town. I told him that we would check into it. We checked into the price. If we do it the same time that the county, does it, once or twice a year, it will be a lot cheaper, because we are not paying the mobilization costs. The county has already done it this year, and so if we do it this year it would be a much higher cost. It's about \$1.09 a foot, not counting the mobilization costs. That said, my concern is that if we do this once we are going to be expected to do it year after year."

Mayor Alan Zavodny asked, "What areas are of particular concern?"

City Administrator Clayton Keller answered, "The white rock next to the golf course, and then the gravel road next to the Ball fields and Soccer fields."

Mayor Alan Zavodny said, "So, you are looking at relatively long expanses. So, it wouldn't be inexpensive. "

Council member Bruce Meysenburg made a motion to approve spraying gravel roads to control dust. Mayor Alan Zavodny asked for a second to the motion, having no second Mayor Alan Zavodny declared the motion dead for a lack of a second.

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Marx Company - June 29
\$ 1⁰⁹ foot



1. PRODUCT AND COMPANY IDENTIFICATION

Product Identity: Roadsaver®

Recommended use of the chemical and restrictions on use: Road stabilization and dust control

Manufacturer: EnviroTech Services, Inc.
910 54th Ave, Suite 230
Greeley, CO 80634
Telephone: (970) 346-3900

Emergency Phone: CHEMTREC: (800) 424-9300

SDS Date of Preparation: 5/15/2014

2. HAZARDS IDENTIFICATION

GHS Classification:

Physical	Health	Environment
Not Hazardous	Not Hazardous	Not Hazardous

GHS Label Elements:
None Required

3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	CAS No.	Amount
Water	7732-18-5	65-75%
Magnesium Chloride	7791-18-6	25-35%
Magnesium Sulfate	7487-88-9	<5.0%

The exact concentration is being withheld as a trade secret.

4. FIRST AID MEASURES

Eye: Flush victim's eyes with large quantities of water, while holding the eyelids apart. Get medical attention if irritation occurs and persists.

Skin: Wash skin thoroughly with soap and water. Get medical attention if irritation develops. Remove and launder clothing before reuse.

Ingestion: Do not induce vomiting. Rinse mouth with water and give one glass of water to drink. Never give anything by mouth to an unconscious or convulsing person. Get medical attention if symptoms develop.

Inhalation: Remove victim to fresh air. If breathing is difficult or irritation persists, get medical attention.

Most Important Symptoms: May cause slight eye and skin irritation.

Indication of immediate medical attention/special treatment: Immediate medical attention is not required.

5. FIRE FIGHTING MEASURES

Suitable (and Unsuitable) Extinguishing Media: Use media appropriate for surrounding fire. Cool fire exposed containers and structures with water.

Specific hazards arising from the chemical: Thermal decomposition may yield hydrogen chloride, halogenated compounds, and chlorine gas.

Special Protective Equipment and Precautions for Fire-Fighting Instructions: Firefighters should wear positive pressure self-contained breathing apparatus and full protective clothing. Aqueous solutions may cause surfaces to be extremely slippery and cause a slip hazard.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment, and Emergency Procedures: Wear appropriate protective clothing as described in Section 8. Wash thoroughly after handling.

Methods and Materials for Containment and Cleaning Up: Dike and collect liquid or absorb with an inert absorbent and place in appropriate containers for disposal. Flush spill area with water. Report releases as required by local, state and federal authorities.

7. HANDLING AND STORAGE

Precautions for Safe Handling: Avoid contact with the eyes, skin and clothing. Avoid breathing mists or aerosols. Wear protective clothing and equipment as described in Section 8. Wash thoroughly with soap and water after handling. Keep containers closed when not in use.

Conditions for Safe Storage, including Any Incompatibilities: Store in a cool, dry, well-ventilated area away from incompatible materials. Product may be corrosive to some metals.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Guidelines:

Magnesium chloride	None Established
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Engineering Controls: Use with adequate general ventilation to minimize exposures.

Respiratory Protection: In operations where exposure levels are excessive, a NIOSH approved respirator with dust/mist cartridges or supplied air respirator appropriate for the form and concentration of the contaminants should be used. Selection and use of respiratory equipment must be in accordance with OSHA 1910.134 and good industrial hygiene practice.

Skin Protection: Wear impervious gloves such as rubber or neoprene if needed to avoid prolonged skin contact.

Eye Protection: Safety glasses recommended.

Other: Long-sleeved clothing and long pants recommended to avoid prolonged skin contact. Suitable washing facilities should be available in the work area.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance And Odor: Clear to slight yellow liquid with low or no odor.

Physical State: Liquid	Odor Threshold: Not established
Vapor Density: Not determined	Initial Boiling Point/Range: 107.2°C (225°F)
Solubility in Water: Soluble	Vapor Pressure: Not determined
Relative Density: 1.24-1.34	Evaporation Rate: Not determined
Melting/Freezing Point: Not determined	pH: 4-9
VOC Content: Not determined	Octanol/Water Coefficient: Not determined
Solubility: Complete	Decomposition Temperature: Not determined
Viscosity: <60 cP @ 70°F	Flammability (solid, gas): Not applicable
Flashpoint: None	Autoignition Temperature: Not determined
Flammable Limits: LEL: Not determined	UEL: Not determined

10. STABILITY AND REACTIVITY

Reactivity: Not normally reactive

Chemical Stability: Stable under normal storage and handling conditions.

Possibility of Hazardous Reactions: None known.

Conditions to Avoid: None known.

Incompatible Materials: Strong oxidizing agents, concentrated acids, and some metals.

Hazardous Decomposition Products: When heated to decomposition emits hydrogen chloride, halogenated compounds, and chlorine gas.

11. TOXICOLOGICAL INFORMATION

HEALTH HAZARDS:

Ingestion: Ingestion may cause slight irritation with nausea, vomiting, and diarrhea.

Inhalation: Inhalation of mists may cause slight irritation of the nose, throat, and upper respiratory tract.

Eye: May cause slight irritation with pain and tearing.

Skin: May cause slight irritation on prolonged or repeated contact.

Sensitization: This material is not known to cause sensitization.

Chronic: None known.

Carcinogenicity: None of the components is listed as a carcinogen or suspected carcinogen by IARC, NTP, or OSHA.

Germ Cell Mutagenicity: None currently known.

Reproductive Toxicity: None currently known.

Numerical Measures of Toxicity:

No toxicity data available

12. ECOLOGICAL INFORMATION

Ecotoxicity:

Product: Fathead minnow NOEC: 1.00 g/L; Ceriodaphnia dubia NOEC: 1.00 g/L; Selenastrum growth NOEC: 2.00 g/L

Persistence and Degradability: Biodegradation is not applicable to inorganic substances.

Bioaccumulative Potential: No data available

Mobility in Soil: No data available

Other Adverse Effects: None known

13. DISPOSAL CONSIDERATIONS

Dispose in accordance with local, state, and federal environmental regulations.

14. TRANSPORT INFORMATION

DOT Hazardous Materials Description:

Proper Shipping Name: Not regulated

UN Number: None

Hazard Class/Packing Group: None

Labels Required: None

15. REGULATORY INFORMATION

CERCLA: This product is not subject to CERCLA release reporting. Many states have more stringent release reporting requirements. Report spills required under federal, state and local regulations.

SARA Hazard Category (311/312): Not Hazardous

SARA 313: This product contains the following chemicals subject to Annual Release Reporting Requirements under SARA Title III, Section 313 (40 CFR 372): None

EPA TSCA Inventory: All of the ingredients in this product are listed on the EPA TSCA Inventory.

CANADA:

This product has been classified under the CPR and this SDS discloses information elements required by the CPR.

Canadian CEPA: All the components of this product are listed on the Canadian DSL.

Canadian WHMIS Classification: Not classified as dangerous

16. OTHER INFORMATION

NFPA Rating: Health = 0 Flammability = 0 Instability = 0
HMIS Rating: Health = 1 Flammability = 0 Physical Hazard = 0

SDS Revision History:
5/15/2014: New SDS

Disclaimer: *This Safety Data Sheet (SDS) is provided in response to customer requests to address the safe handling of the product. All statements, technical information and recommendations contained herein are the best of our knowledge, reliable and accurate. This SDS is not intended to make any representation as to how the product will perform when used for its intended purpose by a user. In that regards the product is sold "AS IS" and nothing in this SDS should be deemed to be a representation or warranty of any injury, loss, or damage, of any kind or nature, which are sustained by or arise from the use of the product. Nothing in this SDS is intended to be a representation or warranty by the manufacturer of the accuracy, safety, or usefulness for any purpose of any technical information, materials, techniques, or practices.*

The information contained in this Safety Data Sheet is, to the best of our knowledge, accurate and reliable. This information should be provided to all individuals handling this product. Federal, state, and local regulations should be followed when handling this product.

City Administrator Clayton Keller said, "The CRA is in the process of selling the lot at 3rd & "G" Street to Novak Construction. The original plan was to give the proceeds of that sale back to the City because they fronted the cost of condemning the Chauncey Taylor House and buying the property from the county so that we could redevelop the area. So, this agenda item is to consider whether the CRA can keep the money from that sale so that they can put it towards our Rural Workforce Housing project that we have in the works. Mainly so we can have money for an earnest deposit."

Mayor Alan Zavodny, "You know it would be great to offset some of the cost that we had for that specific project. However, in the interest of David City, the investment in the community seems like the better move at this point and allowing the CRA to have that money. We're going to have to have some money in there to do some of the things workforce development out there. So, I support us doing this. It makes sense to me."

Council member Pat Meysenburg made a motion to allow the Community Redevelopment Authority to keep the proceeds from the Lot at 3rd & "G" Street. Council Member Bruce Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1

At 7:33 p.m. Mayor Alan Zavodny opened the Public Hearing to consider annexing an area of the Holoubek and Ledon properties located in Lots 6 and 7, David City Land and Lot Company's Suburban Lots, located in the SW ¼ of the SE ¼ of section 18 T15N R3E of the 6th P.M., Butler County, Nebraska. Mayor Alan Zavodny asked if anyone wished to comment during the Public Hearing.

City Administrator Clayton Keller said, "The Rural Workforce Housing Project, that I just mentioned in the previous agenda item, would fit really nicely on this land. So, I would encourage the annexation of this property so that the CRA can move forward with the blight study. So that we can get the TIF project in place. So that we can properly buy the land and begin a rural workforce housing project."

Mayor Alan Zavodny said, "Any questions of Clayton? Seeing none, anyone else wishing to speak on this topic?"

Mark Holoubek, 3531 M Road, David City, NE, introduced himself. He presented to each council member his business card. Mark Holoubek stated, "I am speaking on behalf of my wife, Willow, and myself. The Holoubek's oppose the annexation of this property because the City has violated State Statute 17-405.01, three times in the last six years in an effort of being over-reaching and aggressively attack our farmland. That statute states annexation authority by the city of a second class (or village) shall not be construed as conferring power to extend the limits of any municipality over any agricultural lands which are rural in character. This comes from a supporting document from the Nebraska Cattlemen. The first time you tried to annex against my farm they supported against it. In 2017 you tried to annex it again, you tried to grab nine acres of my farmstead and annex it, in violation of this statute. And then in January 2021 you tried to annex it again. It kind of looks like an every three year deal. The property is agricultural in nature."

Discussion continued.

Willow Holoubek, 3531 M Road, David City, NE, introduced herself. Willow Holoubek said, "One of the reasons we are opposing this tonight is that the purchase contract will probably

run out in the morning because we had been told that we were supposed to have the down payment today. We don't have it. If this would fall through, you are going to have our land annexed, our farmland annexed into the city. Which means higher taxes and all of those things. In the Planning and Zoning Commission meeting they had taken a vote on agreeing that they would annex it and if it did not go through with the purchase from the city that they would de-annex it. That was a motion by them and probably, I guess, referred that to you. I didn't hear that in as being written into the agreement tonight. But that is what we proposed and that is what they agreed to recommend to the city council. So, I don't know if that was agreed to or not, or told you or not. That is the way we left it. And I think you can see our point."

Mayor Alan Zavodny said, "I do think that is a reasonable concern and I also know that we are not able to commit future councils from action or inaction."

Willow Holoubek said, "I understand that. I also understand that it would be great for you guys to have it annexed so you guys could go through with all of the development process. I get that. But we have had an agreement, and addendum, and today would be the third addendum for you all to put money down on the property that we agreed on. It's not there, so I don't have the trust that it is going to go through. I don't want you to go in and blight my land without knowing that it is going to be developed by you or that the purchase agreement is going to go through. So that is where we stand. That is why we are opposing the annexation."

City Attorney Joanna Uden said, "I just want to briefly mention, and hopefully address Willow's concerns, there are three readings that are required for annexation ordinances, so it wouldn't be passed tonight anyway. It legally couldn't be."

Willow Holoubek said, "Ok, Thank you."

Alyssa Ledon, 528 "O" Street, David City, NE, introduced herself. Alyssa Ledon said, "I want a better explanation as to what Rural Workforce Development is? My obvious concern would be if this were annexed, what is this going to be utilized for? So, if you could, I don't know if you know at this point, a better description of what this looks like. Obviously, not just my property, but all the properties out there, are built to a certain standard. And I don't know what Rural Development means, but if you are talking about low-income housing behind my property, I would absolutely disagree with that. I would also disagree with anything that doesn't meet the same standard as the properties that are already there. So, once again, if I could get some kind of description of what that is. Without that description, without any agreement of what can be constructed there, I would absolutely oppose the annexation of this property, my property."

Special Project Coordinator Dana Trowbridge, 765 Iowa Street, David City, NE, introduced himself. He summarized what Rural Workforce Housing is and some of the regulations of Rural Workforce.

Jan Sypal, 606 "O" Street, David City, NE, introduced herself. Jan Sypal said, "The property that you are visiting about tonight is directly behind our property. Honestly, we have absolutely nothing against development in the community with housing or any type of that thing. There are two things that really bother us, one is that there hasn't been any transparency about this project whatsoever. We did not know anything about it until I called one of the council members and visited with him about it. There really hasn't been anything talked about as far as transparency with this project. The other thing that bothers me is what you said tonight, there is no guarantees. Once you purchase that property and once you annex that property there is going to be no guarantees to us as neighbors, as a community, as anybody that is involved with this. Those things are really bothersome to us that live in that community. Dan and I have

nothing against additional housing in the community because I agree we need it. I absolutely agree we need it, to bring more people into our community, so that there isn't as many people traveling back and forth. The guarantee thing really bothers us. We have been down this path before, we have been in business for thirty-eight years in David City at the Shell station. We have gone through many, many, many situations where you guarantee something, you say it is going to be one way, you say this is exactly how it is going to be, and then it is completely upside down of what has happened. Our whole problem with this project is no transparency and no plan. Unless I am missing something, I don't think I have heard anybody say anything about a plan. What the situation is? Is there?"

Mayor Alan Zavodny said, "Let me address that. First of all, the no transparency thing I will take exception to because we can't tell you before we do something. We hadn't done anything. This is a process and this is one step. I will reiterate, there are no guarantees. The plan is that the city identified that, and we have looked all around the perimeter of the city, there is not a lot to develop and people willing to work on those types of activities. We have asked quite a few different places. So that property looked like something that if we could work something out might be a good location. So, the transparency is, we are on step two of a very long process. No one is hiding anything, which you're intimating here. Nothing's happened here. This is what's happening, it's all very public. And that is where we are at."

Jan Sypal said, "But that, I guess, is what I am talking about. Tonight, you are talking about annexing a piece of property where there hasn't been any transparency of what the project is even involved in. I don't want to be in a situation—and I don't want to point fingers—I don't want to be in a situation where I have duplexes and low-income housing behind my property. I don't want those types of situations behind me where I have no control over."

Mayor Alan Zavodny asked, "What is the duplex issue? What is wrong with duplexes?"

Jan Sypal said, "It's a rental piece of property. I don't think that neighborhood, our neighborhood, you live in that neighborhood, I really don't think that's really is appropriate for that type of housing."

Alyssa Ledon said, "Agreed."

Jan Sypal said, "I just don't. I just don't think that is an appropriate place for that type of housing. Like I said, once it's annexed and once the process starts going, I know it is a long process. I know it takes a long portion of time. But once the ball gets rolling, the ball gets rolling."

Mayor Alan Zavodny said, "And that is what tonight's about. Starting that ball rolling."

Discussion continued.

Council member Jessica Miller said, "They are asking what type of housing can be built behind their current homes? It has nothing to do with them being against it. They just have legitimate concerns as property owners and homeowners that they want their neighborhood to still be a decent neighborhood."

City Administrator Clayton Keller said, "That is a completely fair question. That is one that the State has battled over when they set up this program Rural Workforce Housing. They don't want it to be something that falls apart and that the city has to be after people to abate their nuisances. They don't want it to be subsidized housing. They want it to be affordable housing. Housing for people who can't afford a nicer home like some business owners because they have an entry to midlevel job. So, this is housing that is going to be a little smaller, it's not going to be

a giant home. It's going to be smaller and affordable. The Community Redevelopment Authority, which is in the process of purchasing land from the Holoubek family, cannot buy this property if it is not within city limits. The annexation has to happen if they are to buy the property. If the CRA is to move forward with developing this, it has to be annexed first."

Willow Holoubek said, "We are sitting with a contract that has not been consummated. But never did you come and ask us or never was said during the negotiations that you had to annex it before you could buy it. The first we heard, which I know because of economic development, but the first time we heard about it was when we were informed about this meeting. Sorry we got step two ahead of step one, but that is the way it was done."

Steve Maguire, 540 Cottonwood, David City, NE, introduced himself. Steve Maguire said, "I agree that there is a need for housing in this community. I find it ironic that this board filed an injunction against business owners in this community to stop exactly what you are telling us that you need. It is really a strange set of circumstances when this board files legal process to stop the development, which you say you need and want, and then you turn around and try and do it yourself. It's almost shameful, beyond shameful." Discussion continued.

Steve Maguire continued, "The question I have, and following up on what Willow Holoubek asked earlier because you never answered her question, at the Planning Commission, the recommendation there was to push the annexation forward but with the guarantee that if the city did not purchase the property, it would be de-annexed. That is what was approved at the Planning Commission. Is that the proposal that is in front of us today or did you change the proposal?"

Mayor Alan Zavodny said, "It is not, because we cannot make that guarantee."

Steve Maguire added, "So, you are not taking the recommendation of the Planning Commission. I just want to make sure."

Mayor Alan Zavodny said, "We are not allowed to do it that way. The recommendation is clear. We, however, cannot function that way as the elected governing body."

Discussion continued.

Willow Holoubek said, "We were doing market research because we had thought about developing this property with high-end homes. I have been for development in this city, I worked for the city for three years trying to do that. It's been ten years ago. We were doing our research, then we were stopped and it cost us over, By the time we paid everything, probably almost \$50,000 before, then we were approached by the city to develop it. And we were given negotiation at that time. Our vision of that land, I don't know if it coincides with the city, because once we sell that land, if we ever do. And I don't know if that will ever happen either, the track record isn't good. And the lawsuit is part of why we don't want this land annexed."

Discussion continued.

Dan Sypal, 606 "O" Street, David City, NE, introduced himself. Dan Sypal voiced his concerns about the transparency of the project and the types of housing that could be built.

Alyssa Ledon said, "My concern, is the same that has been expressed by my neighbors, The Sypal's. My concerns aren't if they are going to multi-million-dollar houses, that is not the problem that we are talking about here. The problem is we don't know what that looks like and you keep identifying that this is early stages of what could transpire as construction back there. This is the only stage that we have say in. Once it is annexed it is completely out of our

hands. We have no idea what you are doing with it and nothing you say tonight is relevant for the on-going construction tomorrow. You keep saying this is the first stage, but this is the only stage that is relevant as property owners. So, it is unfair to identify it as such.”

Mayor Alan Zavodny asked for clarification of her comment.

City Administrator Clayton Keller said, “Will there be other opportunities for them to give their comments on what kind of housing goes in there? Anything that this body does has to be in open public meeting and there is opportunity for the public to come and make comment.”

Alyssa Ledon said, “There is not any further opportunity once it is annexed. I mean they are not going to be able to farm it when you annex it. They are not going to be able to control what happens moving forward. So that is not accurate.”

Mayor Alan Zavodny said, “Actually you are not correct on that. The annexation is adding it to the city. You can still farm it. The annexation is just changing the footprint of the city. If the city is able to come to an agreement with Holoubek’s to purchase it, our intent is to develop that property for workforce housing.”

Alyssa Ledon said, “I just want my objection to be heard. I do not want this property to be annexed, my property. And I don’t want to not have control over what is going on. I am not high income, I am middle income, being in law enforcement I am aware of what transpires in housing that is low income. I don’t mean to sound offensive but, where is the majority of law enforcement calls? It’s at properties like that. I don’t want that behind me, quite frankly.”

Council member Jessica Miller asked, “I just wanted to ask, the City wouldn’t own it, the Community Redevelopment Authority would, correct?”

Mayor Alan Zavodny responded, “That is correct.”

Discussion continued.

Bradlee Carls, 528 “O” Street, David City, NE, introduced himself. Bradlee Carls voiced his opinion of the annexation and being against the annexation.

Mayor Alan Zavodny said, “Tonight, what we can do is the first reading on it. It will take two more readings and if the Holoubek’s sell and that works out. And then if we are able to get to subdividing it, that goes public as well. There are several steps in the process to allow it. What we are looking for tonight is take the first step.”

Mayor Alan Zavodny asked for any additional comments from the public. There being none, Mayor Alan Zavodny closed the public hearing at 8:36 p.m.

Council member Pat Meysenburg introduced Ordinance No. 1366. Mayor Alan Zavodny read Ordinance No. 1366 by title.

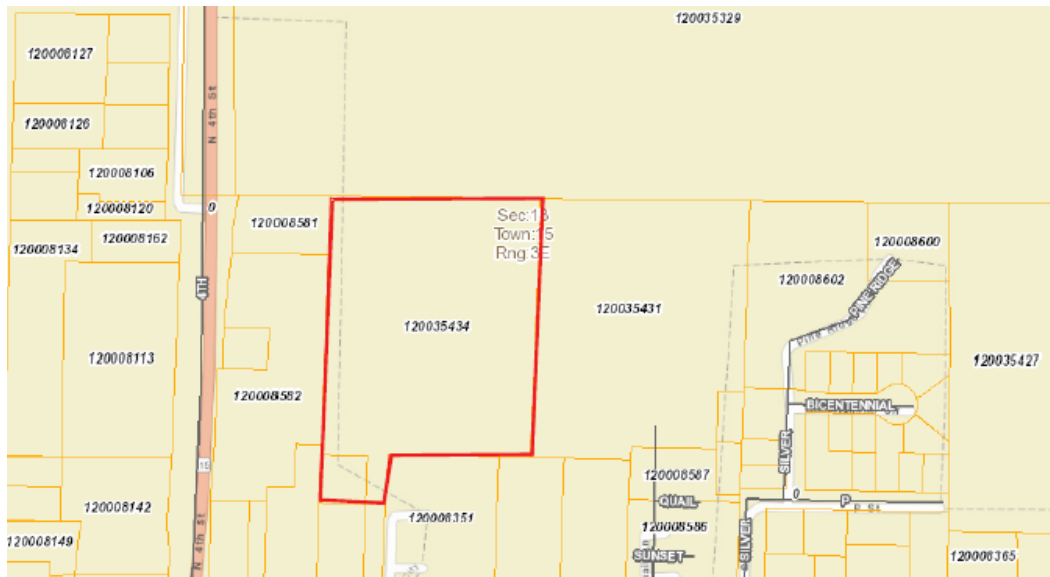
Council member Bruce Meysenburg made a motion to pass Ordinance No. 1366 on 1st reading only. Council Member Pat Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Nay: Mayor Alan Zavodny: Yea. Yea: 5, Nay: 1, Absent: 1

ORDINANCE NO. 1366

AN ORDINANCE TO EXTEND THE BOUNDARIES AND INCLUDE WITHIN THE CORPORATE LIMITS OF, AND TO ANNEX TO, THE CITY OF DAVID CITY, NEBRASKA,
A TRACT OF LAND LOCATED IN LOTS 6 AND 7, DAVID CITY LAND AND LOT COMPANY'S SUBURBAN LOTS, LOCATED IN THE SW ¼ OF THE SE ¼ OF SECTION 18 T15N R3E OF THE 6TH P.M., BUTLER COUNTY, NEBRASKA, LEGALLY DESCRIBED BELOW, REPEALING ANY ORDINANCES IN CONFLICT HEREWITH; DESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

WHEREAS, a majority of the City Council of the City of David City, Nebraska, favors the annexation of the following described real property and the extension of the city limits to include said property, as follows:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8 IN SAID DAVID CITY LAND AND LOT COMPANY'S SUBURBAN LOTS; THENCE N89°43'00"E ON THE NORTH LINE OF SAID LOTS 6 AND 7, A DISTANCE OF 638.12 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE S00°20'16"W ON THE EAST LINE OF SAID LOT 6, A DISTANCE OF 796.95 FEET TO THE NORTH LINE OF SYPAL EAST ADDITION TO THE CITY OF DAVID CITY, NEBRASKA, ALSO BEING THE NORTH LINE OF THE CITY OF DAVID CITY'S EXISTING CORPORATE LIMITS; THENCE N89°30'38"W ON SAID NORTH LINES, A DISTANCE OF 447.27 FEET TO THE NORTHWEST CORNER OF SAID SYPAL EAST ADDITION; THENCE S00°33'20"W ON THE EAST LINE OF SAID SYPAL EAST ADDITION AND THE WEST LINE OF SAID CORPORATE LIMITS, A DISTANCE OF 149.37 FEET; THENCE N89°27'22"W ON SAID NORTH CORPORATE LIMITS LINE, A DISTANCE OF 191.23 FEET TO THE EAST LINE OF SAID LOT 8 AND THE EAST LINE OF SAID CORPORATE LIMITS; THENCE N00°23'53"E ON SAID EAST LINES, A DISTANCE OF 937.53 FEET TO THE POINT OF BEGINNING, CONTAINING 12.7 ACRES, MORE OR LESS;



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

Section 1. That the boundaries of the City of David City, Nebraska, be amended and changed in order to include the property described above.

Section 2. That this Ordinance be filed with the Office of the County Assessor and County Clerk of Butler County, Nebraska, and that the City Clerk be directed to amend the plat filed in her office to show the inclusion of the real estate listed above and that the boundary of David City as amended by this Ordinance be certified and placed on record in the office of the City Clerk of David City, Nebraska.

Section 3. That any Ordinance, setting or establishing boundaries of the City of David City, Nebraska, which is in conflict with this Ordinance be and the same is hereby repealed.

Section 4. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage as provided by law.

Passed and approved this ____ day of _____, 20__.

ATTEST:

1st Reading Only
Mayor Alan Zavodny

1st Reading Only
Deputy City Clerk Lori Matchett

At 8:40 p.m. Mayor Alan Zavodny opened the Public Hearing to consider amending the Future Land Use Plan Map by changing the zoning classification from FS – Flex Space to I – Industrial for the following real estate as requested by Timpote, Inc. Mayor Alan Zavodny asked if anyone wished to comment during the Public Hearing.

City Administrator Clayton Keller said, “Timpote has bought a piece of land just north of where they are currently located. They are wanting to rezone it to Industrial so that it will meet their needs of expansion.”

Mayor Alan Zavodny asked for any additional comments from the public. There being none, Mayor Alan Zavodny closed the public hearing at 8:41 p.m.

Mayor Alan Zavodny said, "For the annexation to pass the first reading we needed five votes, since we had the no vote, so they will have to ask me to vote on that. So, I would move to revisit item # 15 and ask that I be called for a vote. "

Council member Pat Meysenburg made a motion to revisit item # 15 and allow Mayor Zavodny to vote on Ordinance No. 1366. Council Member Tom Kobus seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1

Mayor Alan Zavodny said, "I just ask to be called for the roll call on that."

Deputy City Clerk Lori Matchett called Mayor Alan Zavodny for the roll call vote for first reading of Ordinance No. 1366. Mayor Zavodny's vote is recorded with the Council's votes.

Council member Pat Meysenburg introduced Ordinance No. 1367 amending the future land use plan map by changing the zoning classification. Mayor Alan Zavodny read Ordinance No. 1367 by title.

Council member Pat Meysenburg made a motion to suspend the statutory rule that requires an ordinance be read on three separate days. Council Member Tom Kobus seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1

Council member Pat Meysenburg made a motion to pass and adopt Ordinance No. 1367 on the third and final reading. Council Member Tom Kobus seconded the motion. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1. The motion carried and Ordinance No. 1367 passed on 3rd and final reading as follows:

ORDINANCE NO. 1367

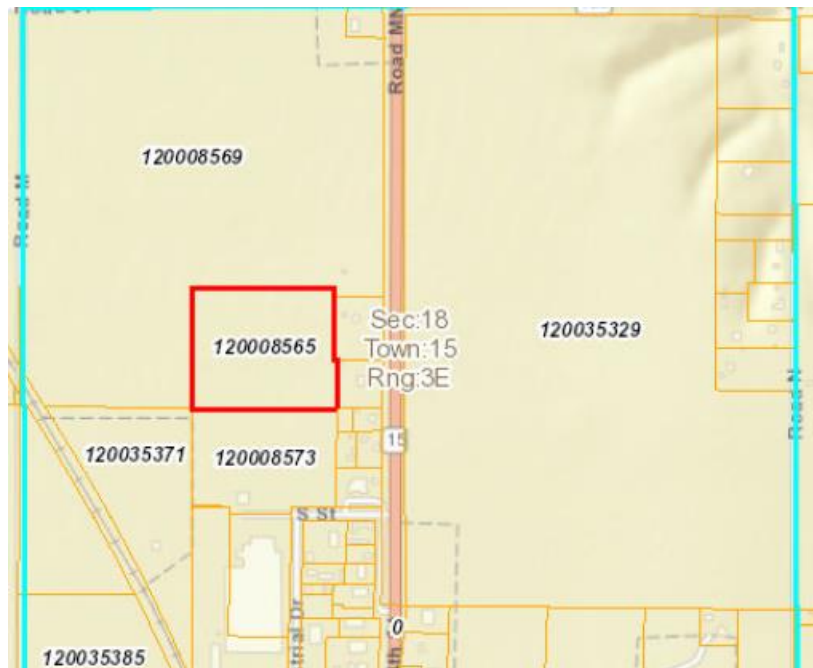
AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP BY CHANGING THE ZONING CLASSIFICATION OF REAL ESTATE DESCRIBED FROM FS – FLEX SPACE TO I – INDUSTRIAL AS REQUESTED BY TIMPTE, INC., TO REPEAL ANY ORDINANCES IN CONFLICT HEREWITH; DESCRIBE THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND PROVIDE FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

Section 1. That the land use plan be amended as follows:

- a. To amend the following property from FS – Flex Space to I - Industrial:
SE1/4 NW1/4 of Section 18, Township 15 N, Range 3 E of the Sixth P.M.,
Butler County, Nebraska, described as follows:

Commencing at the Southeast corner of the Northwest Quarter (NW1/4) of the said Section Eighteen (18); thence along the South line of the Northwest Quarter (NW1/4) of said Section Eighteen (18), S88°20'22"W, a distance of 41.07 feet to West right of way of Highway 15; thence continuing on the South line of the Northwest Quarter (NW1/4) of said Section Eighteen (18) for the next two (2) courses, S88°03'46"W, a distance of 324.80 feet to the point of beginning; thence S88°03'01"W, a distance of 953.55 feet; thence N01°56'22"W, a distance of 800.00 feet; thence N88°02'58"E, a distance of 940.00 feet; thence S01°49'16"E, a distance of 478.45 feet; thence N88°09'27"E, a distance of 15.35 feet; thence S01°47'41"E, a distance of 321.54 feet to the point of beginning.



Section 2. That any ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby appealed.

Section 3. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Passed and adopted this 14th day of July, 2021.

Mayor Alan Zavodny

Deputy City Clerk Lori Matchett

At 8:45 p.m. Mayor Alan Zavodny opened the Public Hearing to consider amending the Official Zoning Map by changing the zoning classification from FS – Flex Space to I-2 – Heavy Industrial for the following real estate as requested by TimpTE, Inc. Mayor Alan Zavodny asked if anyone wished to comment during the Public Hearing.

City Administrator Clayton Keller said, “Same comments as before. This is a separate map that does something similar to what we just did. This is the zoning map. TimpTE would like to expand their operations to this parcel that they just bought. To do so they need it to be zoned appropriately.”

Mayor Alan Zavodny asked for any additional comments from the public. There being none, Mayor Alan Zavodny closed the public hearing at 8:46 p.m.

Council member Pat Meysenburg introduced Ordinance No. 1368 amending the future land use plan map by changing the zoning classification. Mayor Alan Zavodny read Ordinance No. 1368 by title.

Council member Bruce Meysenburg made a motion to suspend the statutory rule that requires an ordinance be read on three separate days. Council Member Tom Kobus seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1

Council member Jessica Miller made a motion to pass and adopt Ordinance No. 1368 on the third and final reading. Council Member Pat Meysenburg seconded the motion. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1. The motion carried and Ordinance No. 1368 passed on 3rd and final reading as follows.

ORDINANCE NO. 1368

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING CLASSIFICATION OF REAL ESTATE DESCRIBED BELOW FROM FS – FLEX SPACE TO I-2 HEAVY INDUSTRIAL, FOR THE FOLLOWING REAL ESTATE AS REQUESTED BY TIMPTE, INC.; REPEALING ANY ORDINANCES IN CONFLICT HERewith; DESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

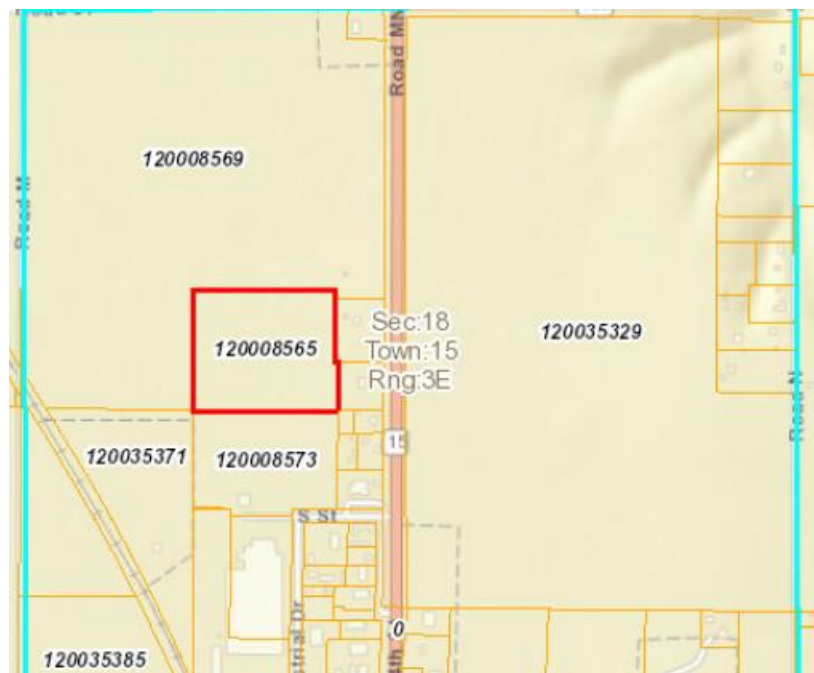
BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA:

Section 1. That the Official Zoning Map be amended as follows:

- a. To amend the zoning classification of real estate from FS – Flex Space to I-2 Heavy Industrial, for the following real estate:

SE1/4 NW1/4 of Section 18, Township 15 N, Range 3 E of the Sixth P.M., Butler County, Nebraska, described as follows:

Commencing at the Southeast corner of the Northwest Quarter (NW1/4) of the said Section Eighteen (18); thence along the South line of the Northwest Quarter (NW1/4) of said Section Eighteen (18), S88°20'22"W, a distance of 41.07 feet to West right of way of Highway 15; thence continuing on the South line of the Northwest Quarter (NW1/4) of said Section Eighteen (18) for the next two (2) courses, S88°03'46"W, a distance of 324.80 feet to the point of beginning; thence S88°03'01"W, a distance of 953.55 feet; thence N01°56'22"W, a distance of 800.00 feet; thence N88°02'58"E, a distance of 940.00 feet; thence S01°49'16"E, a distance of 478.45 feet; thence N88°09'27"E, a distance of 15.35 feet; thence S01°47'41"E, a distance of 321.54 feet to the point of beginning;



Section 2. That any ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby repealed.

Section 3. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Passed and adopted this 14th day of July, 2021.

Mayor Alan Zavodny

Deputy City Clerk Lori Matchett

Mayor Alan Zavodny read Resolution No. 10-2021 and said, "This is required based on auditor opinion."

City Attorney Joanna Uden said, "Yes, I would agree. You will need to pass this."

Council member Jessica Miller made a motion to approve Resolution No. 10-2021 Establishing a Policy for the Payment of Payroll and Associated Expenses prior to the approval of claims by the City Council and moved for its passage and adoption. Council Member Pat Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1

RESOLUTION NO. 10-2021

A RESOLUTION ESTABLISHING A POLICY FOR THE PAYMENT OF PAYROLL AND ASSOCIATED EXPENSES PRIOR TO THE APPROVAL OF CLAIMS BY THE CITY COUNCIL OF DAVID CITY.

WHEREAS, at the first City Council meeting of the month, the City Council of the City of David City approves claims submitted to the David City City Council for payroll; and,

WHEREAS, the Fair Labor Standards Act states that employees must be paid in a timely manner and Neb. Rev. Stat. 48-1230 states that regular paydays must be maintained; and,

WHEREAS, Neb. Rev. Stat. 16-726 and Neb. Rev. Stat. 17-714 state that all claims and accounts payable against a CITY OF THE SECOND CLASS are required to be presented in writing, state the name and address of the claimant and the amount of the claim, and fully and accurately identify the items or services for which payment is claimed or the time, place, nature, and circumstances giving rise to the claims; and

WHEREAS, the City Council of David City desires to adopt a policy with respect to payroll claims.

NOW, THEREFORE, BE IT RESOLVED, by the CITY COUNCIL OF DAVID CITY, Nebraska, that: to maintain adequate fiscal policy safeguards and allow for the payment of payroll claims prior to approval by the City Council, the City Council of David City desires to adopt the following policy with respect to such claims:

Section 1. Unless otherwise provided, it shall be the normal policy to submit a claim for payroll and associated expenses to the City Council for approval before payment is allowed.

Section 2. Specific claims authorized for payment prior to City Council approval are:

- a) City employee payroll and all associated state and federal taxes;
- b) City employee benefits including health retirement; and
- c) City employee payroll processing fees.

Section 3. Specific claims authorized for payment prior to City Council approval are required to include the employees' names, gross salary or gross hourly rate, and maximum hours allowed for the pay period.

Section 4. All hours worked and submitted for payroll shall be approved by the immediate supervisor of said employees and also by the City Administrator and/or the City Clerk.

PASSED AND APPROVED THIS 14th DAY OF July, 2021.

(Seal)

By: _____
Mayor Alan Zavodny

Deputy City Clerk Lori Matchett

City Administrator Clayton Keller talked briefly about Resolution No. 11-2021 by saying, "LARM is our insurance company. Last year, we selected them after going through a selection process and signed an agreement with them to have them for three years. The first year we would get a five percent discount, the second year a two percent discount and the one year we would get a one percent discount. (Agreement says five percent discount for three-year commitment, four percent discount for two-year commitment, two percent discount for one year.) They came to us this year, we are getting ready to start our second year, they said if we signed the agreement anew, we could get a five percent discount again. So, if we are happy with LARM and want to have them for the next three years, then we can get a five percent discount this next year."

Council member Tom Kobus made a motion to approve Resolution No. 11-2121 League Association of Risk Management insurance coverage beginning October 1, 2021 and moved for its passage and adoption. Council Member Pat Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

**League Association of Risk Management
2021-22 Renewal Resolution**

RESOLUTION NO. 11-2021

WHEREAS, The City of David City is a member of the League Association of Risk Management (LARM);

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of The City of David City, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2024. (**180 day and 3 year commitment; 5% discount**)
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2023. (**180 day and 2 year commitment; 4% discount**)
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2022. (**180 day notice only; 2% discount**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2024. (**90 day notice and 3 year commitment only; 2% discount**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2023. (**2 year commitment only; 1%**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2022. (**90 day Notice only**)

Adopted this 14th day of July, 2021.

Signature: _____

Title: Mayor Zavodny

ATTEST: _____

Title: City Clerk

Please email (customerservice@LARMpool.org) or fax (402.476.4089) the completed resolution to LARM.

Mayor Alan Zavodny talked on behalf of amending the City Administrator's Employment Agreement by saying, "I think we kind of agree that every six months an evaluation is a bit overkill. We talk very frequently and I am perfectly happy with how he's approaching his job. It's a hard job. Even if you are doing your job right, not everyone is going to agree with you and you are going to have those kinds of conflicts. I think it makes perfect sense to make it an annual evaluation."

Council member Tom Kobus made a motion to amend the City Administrator Employment Agreement, Section 11.A to read performance evaluation will be conducted "annually" instead of "semi-annually". Council Member Pat Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

AMENDMENT TO CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This Amendment to City Administrator Employment Agreement ("Amendment") is made by and between the CITY OF DAVID CITY, NEBRASKA, a Nebraska municipal corporation ("Employer"), and CLAYTON KELLER, an individual employed by Employer as a City Administrator ("Employee").

WHEREAS, the Employer and Employee entered into a City Administrator Employment Agreement ("Agreement") dated December 11, 2019; a copy of the same is attached hereto, marked Exhibit "1", and incorporated herein by this reference as if fully set forth; and

WHEREAS, Section 18 of the Agreement provides for amendments upon mutual written agreement by Employer and Employee; and

WHEREAS, Section 11.A of the Agreement states that Employer shall conduct a performance review of Employee semi-annually; and

WHEREAS, Employer and Employee wish to amend Section 11.A of the Agreement to state that Employer shall conduct a performance review of Employee annually.

NOW, THEREFORE, in consideration of the terms and conditions of the foregoing, which is incorporated herein by this reference, which Employer and Employee agree to be valuable consideration, Employer and Employee agree as follows:

1. Section 11.A is hereby deleted in its entirety and the following substituted:

Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

2. Except as otherwise provided in this Amendment, the terms, conditions and agreements contained in the Agreement shall continue in full force and effect and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The terms used in this Amendment shall have the same meanings as in the Agreement unless otherwise indicated.

3. In the event that there is any inconsistency between the Agreement and this Amendment, this Amendment and any further amendments thereto shall govern.

EMPLOYER:

CITY OF DAVID CITY, NEBERASKA,
a Nebraska municipal corporation

By: _____
Alan Zavodny, Mayor Date
for the City of David City,
Nebraska, a Nebraska
Municipal corporation

EMPLOYEE:

CLAYTON KELLER
an Individual

By: _____
Clayton Keller, Self Date

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City Administrator Employment Agreement

Introduction

This Agreement, made and entered into this 11th day of December 2019, by and between the City of David City of Nebraska, a municipal corporation, (hereinafter called "Employer") and Clayton Keller, (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

A. This agreement shall remain in full force and effect from January 2, 2020 until terminated by the Employer or Employee as provided in Section 8, 9, or 10 of this agreement.

B. The term of this agreement shall be for an initial period of 1 year from January 2, 2020 to January 1, 2021. This Agreement shall automatically be renewed on its anniversary date for a 1-year term unless notice that the Agreement shall terminate is given at least 3 months before the expiration date. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

C. In the event that the Employee is terminated, as defined in Section 8 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation, or in a continuation of salary on the existing [biweekly/monthly] basis, at the Employee's option, plus continuation of all benefits for the remainder of the term of this agreement.

Section 2: Duties and Authority

A. Employer agrees to employ Clayton Keller as City Administrator to perform the functions and duties specified in Article 5 Section 1-503 of the City of David City Ordinance and to perform other legally permissible and proper duties and functions without interference.

B. Employee is the chief executive officer of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's Ordinance and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body and the ordinances of the Employer.

D. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all of the employees of the Employer consistent with policies, ordinances, state and federal law.

E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.

F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee's resignation which must be accepted by the governing body.

G. The Employee shall perform the duties of city administrator of the Employer with reasonable care, diligence, skill and expertise.

H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.

I. The Employee cannot be reassigned from the position of city administrator to another position without the Employee's express written consent.

J. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or the Employee's evaluation or otherwise consistent with state law.

K. The governing body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$75,000 payable in installments at the same time that the other management employees of the Employer are paid.

B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.

C. In addition, consideration shall be given on an annual basis to an increase in compensation.

D. The Employer agrees to increase the compensation of the Employee dependent upon

the results of the performance evaluation conducted under the provisions of Section 11 of this Agreement. Increased compensation can be in the form of a salary increase and/or performance incentive and/or an increase in benefits.

Section 4: Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents, at a minimum, equal to that which is provided to all other employees of the City of David City. In the event no such plan exists, Employer agrees to provide coverage for the Employee and dependents in a manner mutually agreed upon by Employer and Employee.

B. The Employer agrees to put into force and to make required premium payments for short term and long-term disability coverage for the Employee.

Section 5: Vacation, Sick, and Military Leave

A. Upon commencing employment, the Employee shall be credited with 40 accrued sick leave hours and 40 accrued vacation leave hours. In addition, beginning the first day of employment, Employee shall accrue sick leave and vacation leave on an annual basis, at a minimum, at the highest rate provided or available to any other employees, under the same rules and provisions applicable to other employees.

Section 6: Automobile

A. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle.

Section 7: Retirement

A. The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf.

Section 8: Termination

A. For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee in accordance with Article 5 Section 1-503 at a properly posted and duly authorized public meeting.

2. If the Employer, citizens or legislature acts to amend any provisions of the city code pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

5. Breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

6. In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Agreement, then, Employer agrees to pay Severance in accordance with Section 10 plus salary and benefits in accordance with Section 10 for any portion of the six months not worked.

Section 9: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 8.

A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to six (6) months' salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing [biweekly/monthly] basis, at the Employee's option,

B. The Employee shall also be compensated for all vacation leave, and all paid holidays.

C. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.

Section 10: Resignation

A. In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 60 days' notice unless Employer and Employee agree otherwise.

Section 11: Performance Evaluation

A. Employer shall semi-annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

B. The evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past six (6) month performance period as well as the upcoming six (6) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

C. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

D. In the event the Employer deems the evaluation instrument, format and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

Section 12: Hours of Work

A. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his assigned duties and responsibilities.

Section 13: Ethical Commitments

A. Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

B. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Section 14: Indemnification

A. Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any obligation to pay money or perform or no perform action, including without limitation, any and all losses, damages, judgments, interests, settlements,

penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as city administrator or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

B. Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of

Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 15: Bonding

A. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 16: Other Terms and Conditions of Employment

A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of David City Ordinance, local ordinances or any other law.

B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other appointed officials, appointed employees, department heads or general employees of the Employer as provided in the Ordinances, Code, Personnel Rules and Regulations or by practice.

C. The Employer has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the municipality in an amount sufficient to fund and pay all financial obligations of the Employer pursuant to this Agreement, including but not limited to, the

Severance and other benefits set forth in Section 10.

Section 17: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

- (a) EMPLOYER: City of David City
557 N 4th St.
David City, NE 68632
- (b) EMPLOYEE: Clayton Keller
773 "D" Street Apt. #5
David City, NE 68632

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on January 2, 2020.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and

Employee subsequent to the expungement or judicial modification of the invalid provision.

E. **Precedence.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

City of David City

By: _____



Mayo Alan Zavodny

Governing Body Representative

Executed this the 11 day of December, 2019.

Employee

Signature: _____

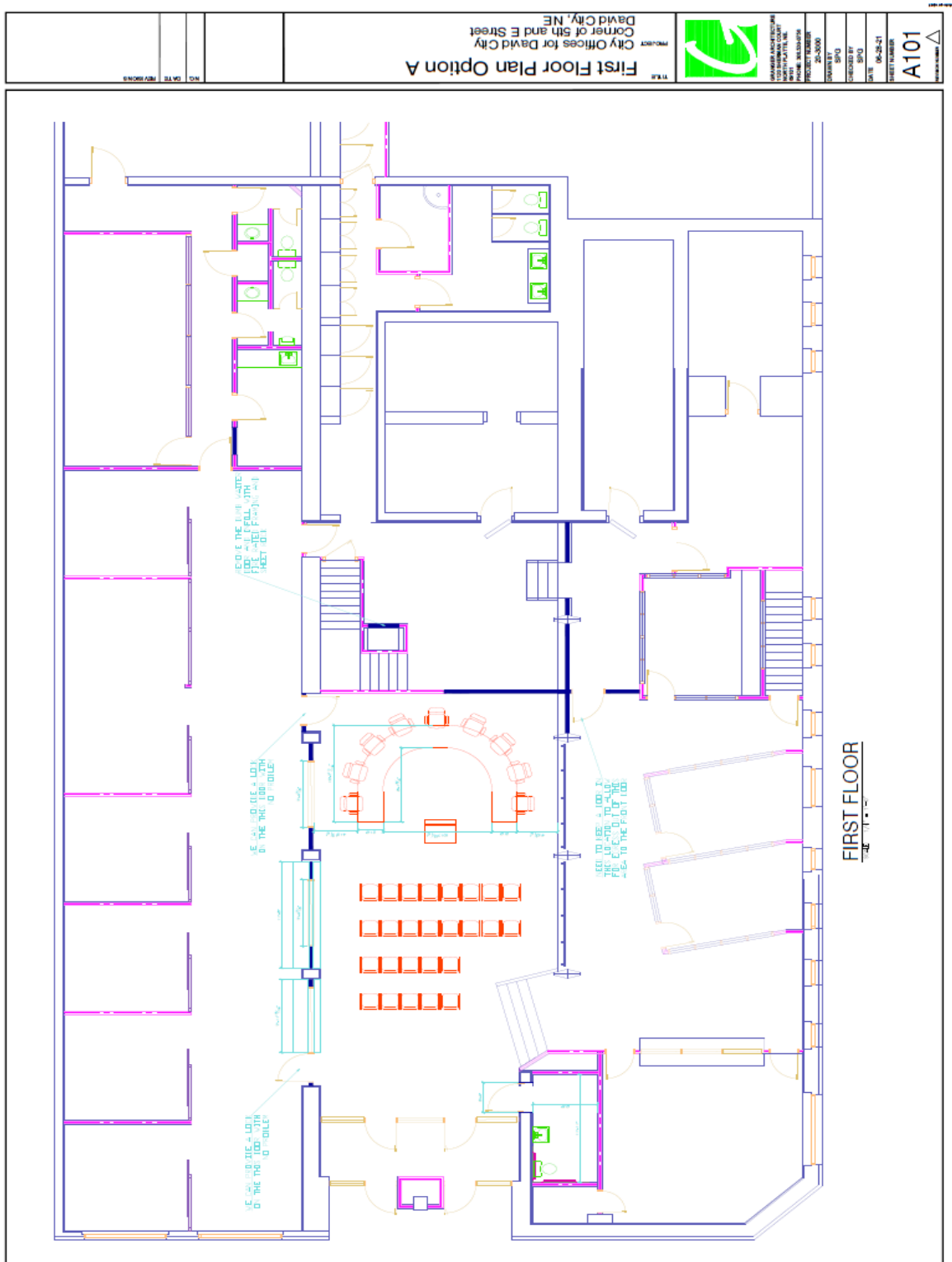


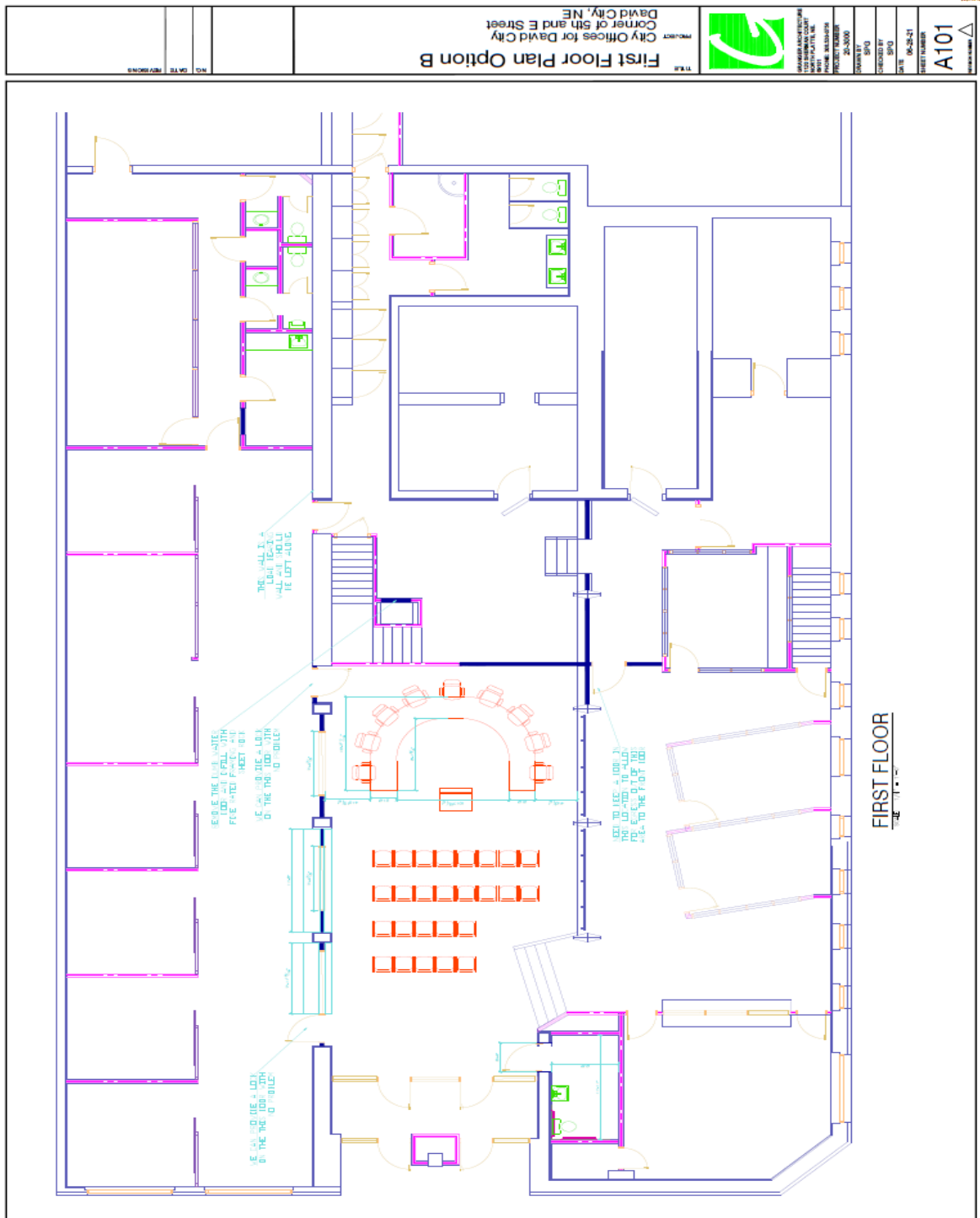
Clayton Leigh Keller

Executed this the 11 day of December, 2019.

Mayor Alan Zavodny said, "Just for clarification, we are looking at Plan A of the architect plans."

Council member Tom Kobus made a motion to approve the architect plans for the new City office building at 490 "E" Street and authorize advertising for quotes to complete the renovation. Council Member Pat Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.





City Administrator Clayton Keller spoke in regard to the Screed Tech quote. He said, “Screed Tech came out a few weeks ago with Eric Johnson, our airport consultant with Kirkham Michael. They reviewed the hangars that we built a few years ago. There’re some issues there that need attention. Screed Tech will fix those items as part of this quote. They will also be crack sealing on the runways, which we really need to do in order to make sure the runways make it to

their next rehabilitation. Now, this will be one-hundred percent covered by the city if you decide to accept this quote. It is not on our airport improvement program, the list of projects that get funded by the FAA. Since we have our other projects one-hundred percent funded this year by the federal government, we have some money in the budget to cover these costs.”

Council member Jessica Miller made a motion to approve the quote from Screed Tech, LLC for airport maintenance work, including runway crack sealing, for \$18,406.00. Council Member Pat Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

Screed Tech, LLC

QUOTE

70601 567 AVE
 FAIRBURY, NE 68352
 P:402 587-2028
 EMAIL: blarkins@screedtech.net
 EMAIL: hullconcrete.cody@gmail.com

DATE	6/23/2021
QUOTE #	4222
CUSTOMER ID	DAVIDCITY
VALID UNTIL	7/23/2021

CUSTOMER

Kirkham Michael
 Eric Johnson
 402-430-3102
ejohnson@kirkham.com

DESCRIPTION	TAXED	AMOUNT
David City Airport		18,406.00
Spall Repair - 33 sqft Approximately 2880 lft horizontal crack sealing Approximately 722 lft longitudinal crack sealing		

TERMS AND CONDITIONS

1. Customer will be billed after work in this quote is finished
 2. Payment will be due 30 days from billing invoice date
 3. Please fax or mail the signed price quote to the address above
- Customer Acceptance (sign below):*

x _____
 Print Name:

Subtotal	18,406.00
Taxable	-
Tax rate	<input type="text"/>
Tax due	-
Other	<input type="text"/>
TOTAL	\$ 18,406.00

If you have any questions about this price quote, please contact

Ben Larkins 402 740 7840

blarkins@screedtech.net

Thank You For Your Business!

City Administrator Clayton Keller spoke in regard to the installation of sidewalks for new homes by saying, "In 1999, the city council passed an ordinance that requires new constructions to build sidewalks on all sides of the property if it is up against a road. We have been hit-and-miss, so to speak, with enforcing this rule. I wanted guidance from the council on how they would like us to enforce this rule, because the sidewalk is supposed to go all the way across the property from one end to the other, from one street to the other, from one property line to the other property line. We've had homes that haven't put in any sidewalks. We've had homes that put in one sidewalk and not the other, or half a sidewalk that ends at their front door and doesn't continue on. I would like guidance from the city council if you want me to go request of those homes to complete the sidewalks as they are supposed to. The second issue that I would like us to address is how far back do I go. Do I just ask the people who have built homes in the last year? In the last two years? Or all the way back to 1999?"

Discussion continued.

Council member Jessica Miller said, "I feel like this is needed. As a person who worked with individuals who I push in wheelchairs and who works with individuals who have some disabilities. It's hard to find where we can walk, we have to walk on the street. And know we take children on walks. Sidewalks are needed and since this was an ordinance and in order for us to get back on track with enforcing the ordinances and making sure that people are following the ordinances, we have to follow it."

Council member Jessica Miller made a motion to approve following through with the Sidewalk ordinance starting with current constructions and working back to when the ordinance was originally passed in 1999. Council Member Bruce Meysenburg seconded the motion. The motion carried. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1

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ORDINANCE NO. 882

AN ORDINANCE TO AMEND SECTION 8-205 OF THE MUNICIPAL CODE OF DAVID CITY, NEBRASKA.

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

Section 1. That Chapter 8, Article 2, Section 8-205 of the Municipal Code of David City, Nebraska read as follows:

8-205 SIDEWALKS; CONSTRUCTION BY OWNER. Sidewalks shall be constructed along the front property line, and, along the side property line where the side property line is adjacent to a street within twelve (12) months from the date of issuance of a building permit for a new residence in any Residential District within the city limits, except where unusual conditions exist which eliminate the need for sidewalks and an exception to eliminate all or a portion of the sidewalk construction requirement is recommended by the Planning Commission and approved by the City Council; and, sidewalks shall be constructed along the front property line and, along the side property line where the side property line is adjacent to a street at the time a new commercial business or industrial building is constructed, except where unusual conditions exist which eliminate the need for sidewalks and an exception to eliminate all or a portion of the sidewalk construction requirement is recommended by the Planning Commission and approved by the City Council. Sidewalk construction shall hereinafter be a requirement of the Building Permit.

Any property owner planning to construct any sidewalk shall do so only as herein provided. It shall be unlawful for any person to construct any sidewalk without first having obtained a permit.

Said owner shall make application in writing for a permit and file such application in the office of the Municipal Clerk. The permit shall give a description of the lot, or piece of land along which the sidewalk is to be constructed. The Zoning Enforcement Officer in charge of sidewalks shall issue the desired permit unless good cause shall appear why said permit should be denied. Provided, if it is desired to construct the sidewalk at any other than the regularly prescribed location, grade, or elevation, the Street Superintendent shall determine whether the permit should be granted or denied. All sidewalks shall be built and constructed on the established grade, or elevation, and if there is no established grade, then on the grade or elevation indicated by the Street Superintendent.

8-205.1 SIDEWALKS; CONSTRUCTION, MATERIALS TO BE USED. All sidewalks, on either side of the streets and avenues of this City, in front of or along any lot, lots or lands abutting upon the same, which shall be hereinafter constructed, reconstructed or replaced, shall be of concrete. No person shall construct, reconstruct or replace any sidewalk of any other material within the limits of this City without the written permission of the Zoning Enforcement Officer.

8-205.2 SIDEWALKS; WIDTH AND DISTANCE FROM LOT LINE. All sidewalks in the residential districts shall be four (4') feet in width. Sidewalks shall be located at a distance of twelve (12") inches outside the lot line, unless otherwise authorized by the Board of Zoning Adjustment, or when otherwise regulated by the covenants of a subdivision. Whenever possible they shall correspond in width to sidewalks already built to which they are adjacent or adjoin.

Sidewalks in the commercial districts shall be of width as established by the Street Superintendent.

8-205.3 SIDEWALKS; MANNER OF CONSTRUCTION. All concrete sidewalks shall be

constructed according to the following specifications:

1. Sub-base. The sub-base shall consist of a layer of sand one (1") inch thick, well tamped.
2. Sub-grade. All soft or spongy places shall be removed, and all depressions filled with suitable material, which shall be thoroughly compacted by flooding and tamping in layers not exceeding six (6") in thickness.
3. Proportions of Materials. The minimum mixture shall consist of a 5½ bag mix of portland cement. All sidewalks shall be float-finished and/or burlapped for a rough surface.
4. Slabs. The slabs shall be four (4') feet square, except in the business district, where the size of the slabs shall be determined by the Street Superintendent.
5. Thickness. The thickness of the slabs for the Residential District shall not be less than four (4") inches and for the Business District not less than five (5") inches.

Sidewalks shall be laid upon a grade of one-fourth (1/4") of an inch to one (1) foot above the curb grade, unless otherwise authorized by the Board of Zoning Adjustment. All sidewalks shall conform to the specifications adopted by the City as to the quality of work and materials. The whole work of grading and laying of said sidewalk, whether done by the City, or by the owner of the respective lot, lots, or parcels of land abutting upon the same, shall be under the supervision of the Street Superintendent, and subject to his approval. All sidewalks shall conform to the grade, where established, and on streets where no grade is yet established, then on a grade established by the Building Inspector or Street Superintendent with relation to the particular points between which said sidewalk is to be built. The street superintendent and Building Inspector shall establish grades on streets where the same have not yet been established.

Sidewalks shall be built on a grade or level with the surface of the ground as near as can be. When ordered by the Council, any property owner shall rebuild or reconstruct his sidewalk to conform to the grade thus established. It shall be the duty of the Street Superintendent to furnish sidewalk grade.

8-205.4 SIDEWALKS AND DRIVEWAYS; EXPANSION JOINTS. All concrete sidewalks and driveways hereafter constructed, reconstructed or repaired within the limits of the City, that shall abut on City streets with concrete curbing or pavement shall be constructed with a minimum expansion joint, of approved design and materials, of one (1") inch between sidewalk and concrete curbing, or pavement, and a minimum expansion joint, of approved design and materials, of one (1") inch between driveway and curb or apron, which shall be located a minimum distance of four (4') feet from the edge of pavement or street and a maximum distance of ten (10') feet from the edge of pavement or street, or at the edge of existing sidewalk, where such exits at a lesser distance from the edge of pavement or street. In any area where the sidewalks and/or driveways abut the street, as exits, a one (1") inch expansion joint shall be required.

8-205.5 SIDEWALKS; CURB RAMPS FOR THE HANDICAPPED. Curb ramps for the Handicapped shall be included on all new construction and reconstruction of curbs. Curb ramps shall be made to meet or exceed the requirements of the Board of Public Roads Classifications and Standards.

A lip not to exceed one-half (1/2") inch may be constructed on ramps. The normal gutter line profile shall be maintained through the area of the ramp.

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Surface texture on the ramp shall be that obtained by tining, transverse to the slope of the ramp. The tines shall produce grooves approximately one-eighth (1/8") inch wide and three-sixteenths (3/16") deep on one-half (1/2") centers. The flares and wings shall be broomed.

Care shall be taken to assure a uniform grade on the ramp, free of sags and short grade changes.

The slope of sidewalks approaching curb ramps (or their flares) shall be flat enough to provide recovery areas for wheelchairs entering or exiting the ramps.

A minimum clearance of five and one-half (5 1/2') feet shall be provided between an obstruction and the top end of the curb ramp.

Crosswalk marking and signing shall conform to the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD).

8-205.6 SIDEWALKS; CONSTRUCTION NOT IN ACCORDANCE WITH REGULATIONS. In case any lot owner or owners of a piece of land within the corporate limits of this City, under notice given or otherwise, shall construct a sidewalk in violation of this Article, the Street Superintendent or Building Inspector may stop the work of such construction and order the same to be constructed in accordance with said Article and the work already done to be changed, and on failure of such owner to change any such work, the Street Superintendent or other officer shall forthwith change said work, and the expense of same shall be assessed and taxed to said lot and collected as if taxed, as provided by law.

Section 2. That any other ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

Passed and approved this 8th day of December, 1999.



(SEAL)

Mayor

Clerk

Department Budgets were discussed. City Administrator Clayton Keller informed the City Council that there are a couple of items that they are waiting for quotes on. Most of the items that had been prior discussed have been updated on the council's budget worksheets. Big budget items were highlighted for council to see. Pat Hoeft will come back with an update on the price of a bucket truck by July 28, 2021. Ethan Joy informed Clayton that the new date of the Water Wastewater Advisory Committee is hoping to get back is the end of July, 2021. Council Member Jessica Miller wanted to make sure that the Wastewater Treatment Plant had in the budget for an additional employee.

City Administrator Clayton Keller spoke on selecting a committee member and an alternate to the Rural Workforce Housing Committee. He said, "The Southeast Nebraska Development District has the non-profit, SEND Inc., that is submitting the application for the Rural Workforce Housing Grant on our behalf. We are joining with two other communities to submit this application to the state, to do the project that we spent an hour discussing. Part of this process is to have a committee member chosen from our city that would be part of those meetings. It does not have to be an elected official. They recommend it is going to be someone who is going to be involved with these projects. An elected official, city staff member, or community member who happens to be involved. They would also like to have an alternate. Just so you know, the committee member and the alternate would need to submit a bio to be part of the application. I will help write those. My recommendation, if I am okay to make one, is to have Special Projects Coordinator Dana Trowbridge be the committee member and myself as the alternate."

Mayor Alan Zavodny asked, "Skip, are you willing to serve in that capacity?"

Special Projects Coordinator Dana Trowbridge said, "I have some mixed emotions right now, so I will visit with Clayton tomorrow."

Mayor Alan Zavodny asked, "How soon do we need to have this?"

City Administrator Clayton Keller answered, "By the end of the month. We can table it to the next meeting, but you have to make a decision at the next meeting."

Council member Tom Kobus made a motion to table selection of a Committee Member and an alternate to the Rural Workforce Housing committee. Council Member Pat Meysenburg seconded the motion. The motion Tabled. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

There being no further business to come before the Council, Council member Tom Kobus made a motion to adjourn. Council Member Pat Meysenburg seconded the motion. The motion carried and Mayor Alan Zavodny declared the meeting adjourned at 9:05 p.m. Tom Kobus: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, John Vandenberg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

CERTIFICATION OF MINUTES

July 14, 2021

I, Lori Matchett, duly qualified and acting Deputy City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of June 23, 2021; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Lori Matchett, Deputy City Clerk