

COMMUNITY DEVELOPMENT AGENCY PROCEEDINGS

December 13, 2023

The Community Development Agency of the City of David City, Nebraska, convened in open public session at 7:54 p.m. in the meeting room of the City Office at 490 "E" Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on December 7, 2023, and an affidavit of the publisher is on file in the office of the CDA Secretary. The Community Development Agency members acknowledged advance notice of the meeting. The advance notice to the Public, and Community Development Agency members conveyed the availability of the agenda, which was kept continuously current in the office of the Secretary 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 meeting.

Present for the meeting were: Community Development Agency Members—, Pat Meysenburg, Kevin Woita, Tom Kobus, Bruce Meysenburg, Keith Marvin and Jim Angell, Community Development Agency Secretary Tami Comte and City Attorney David Levy. Chairman Jessica Miller was absent.

Also present were Deputy Clerk Lori Matchett, and Police Chief Marla Schnell.

Vice-Chairman Bruce Meysenburg informed the public of the "Open Meetings Act" posted on the west wall of the meeting room and asked those present to please silence their cell phones. He also asked anyone addressing the Agency to introduce themselves.

Council member Kevin Woita made a motion to approve the minutes of the November 8, 2023 CDA meeting as presented. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, Kevin Woita: Yea
Yea: 6, Nay: 0, Absent: 1

Council member Keith Marvin made a motion to pass and adopt Resolution No. 6-2023 CDA approving an Amendment to the Restatement of that Certain Declaration or Irrevocable Restrict Covenants of the Northland Subdivision. Council Member Tom Kobus seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, Kevin Woita: Yea
Yea: 6, Nay: 0, Absent: 1

RESOLUTION NO. 6-2023 CDA

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF DAVID CITY, NEBRASKA, APPROVING AN AMENDMENT TO AND RESTATEMENT OF THAT CERTAIN DECLARATION OF IRREVOCABLE RESTRICT COVENANTS OF THE NORTHLAND SUBDIVISION AND DIRECTING THE CITY CLERK OF THE CITY OF DAVID CITY TO RECORD THE

APPROVED RESTATEMENT AND AMENDMENT THEREOF WITH THE
BUTLER COUNTY REGISTER OF DEEDS.

WHEREAS, the Community Development Agency ("Agency") of the City of David City, Nebraska, a municipal corporation and a city of the second class ("City"), had previously executed that certain Declaration of Irrevocable Restrictive Covenant on September 14, 2022, and recorded said document with the Butler County Register of Deeds in two parts, first on March 30, 2023, as Instrument No. 23-00362, and second on March 31, 2023, as Instrument No. 23-00373 ("Original Covenants"); and

WHEREAS, the Original Covenants provides restrictive covenants that run with the land within the area described in **Exhibit A**, attached hereto and incorporated herein ("Subdivision"); and

WHEREAS, the Agency desires to amend the Original Covenants to include the following amendments ("Amendments"):

1. The addition of Article I, Section 14, "Wind Break Maintenance," to require "Owners of all Lots on the north side of the Subdivision, presently consisting of Parcel Numbers 120008359 and 120008312, or any Lots hereinafter subdivided therefrom which share said northern border of the Subdivision, shall use best efforts to maintain in perpetuity, and shall not purposefully remove or destroy, the trees along the north property line of the Subdivision that create a wind break that benefits the entire subdivision and the community as a whole"; and

2. The addition of Article I, Section 15, "Sidewalks," to require "Owners of all Lots in the Subdivision, presently consisting of Parcel Numbers 120008359 and 120008312, or any Lots hereinafter subdivided therefrom, shall allow either the City of David City ("**City**") or Declarant to install a sidewalk consistent with the David City Municipal Code and other governing rules, regulations, ordinances, or statutes, at the City or Declarant's sole discretion, within two (2) years of Owner completing construction of a single residence on the owned Lot"; and

3. To add an 'S' to immediate end of the title of the declaration, to now read: "Declaration of Irrevocable Restrictive Covenants."; and

WHEREAS, Article II, Section 2(b) of the Original Covenants allow for amendment with the written consent of all owners of all lots within the Subdivision; and

WHEREAS, as of the signing of this resolution, all land within the Subdivision is owned by the Agency, with the exception of one parcel that was conveyed to Jack Reed and Bridget Novak-Reed on June 7, 2023, and recorded on June 16, 2023, as Instrument No. 2023-00720; and

WHEREAS, the Agency finds that approving the Amendments to the Original Covenants and restating the same is in the best interest of the Subdivision.

NOW, THEREFORE, BE IT RESOLVED, by the Agency, as follows:

Section 1. That the Amended and Restated Declaration of Irrevocable Restrictive Covenants, attached hereto as **Exhibit B** and incorporated herein, incorporating the Amendments as stated, in the form presented, is hereby acknowledged and approved. The Agency Chairperson and Secretary are hereby authorized to execute said Amended and Restated Declaration of Irrevocable Restrictive Covenants in the substantive form presented but with such changes as they shall deem appropriate or necessary.

Section 2. That the City or its designee(s) shall record this resolution and a copy of the executed Amended and Restated Declaration of Irrevocable Restrictive Covenants with the Butler County Register of Deeds.

Section 3. The Chairperson and Secretary, on behalf of the Agency, or any one of them, are hereby authorized to take any and all actions, and to execute any and all documents deemed by them necessary to effect the transactions authorized by this Resolution.

Section 4. This Resolution shall be in force and take effect from and after its adoption as provided by law.

INTRODUCED BY _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 20____.

Jessica Miller, Chairperson

ATTEST:

Tami Comte, Secretary

Exhibit A

Legal Description of Subdivision

A REPLAT OF A TRACT OF LAND CONSISTING OF PART OF LOT 6 AND PART OF LOT 7, DAVID CITY LAND AND LOT COMPANY'S SUBURBAN LOTS, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION EIGHTEEN (18), TOWNSHIP FIFTEEN (15) NORTH, RANGE THREE (3) EAST OF THE 6TH P.M., ALL IN BUTLER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, SYPAL EAST ADDITION, SAID POINT BEING THE POINT OF BEGINNING; THENCE N88°55'39"W, ALONG THE NORTH RIGHT OF WAY LINE OF O STREET, SAID LINE ALSO BEING THE SOUTH LINE OF LOT 7, DAVID CITY LAND AND COMPANY'S SUBURBAN LOTS, A DISTANCE OF 60.00 FEET; THENCE N01°05'27"E A DISTANCE OF 448.90 FEET; THENCE N88°55'20"W A DISTANCE OF 131.63 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7, DAVID CITY LAND AND COMPANY'S SUBURBAN LOTS; THENCE N00°57'00"E, ALONG SAID WEST LINE OF LOT 7, A DISTANCE OF 788.66 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE S89°43'48"E, ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 638.20 FEET TO THE NORTHEAST CORNER OF LOT 6, DAVID CITY LAND AND COMPANY'S SUBURBAN LOTS; THENCE S00°55'59"W, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 796.81 FEET TO A POINT ON THE NORTH LINE OF LOT 2, SAID SYPAL EAST ADDITION; THENCE N88°58'55"W, ALONG THE NORTH LINE OF SAID SYPAL EAST ADDITION, A DISTANCE OF 446.59 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SYPAL EAST ADDITION; THENCE S01°06'48" W, ALONG THE WEST LINE OF SAID SYPAL EAST ADDITION, A DISTANCE OF 449.27 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 532951.34 SQUARE FEET OR 12.235 ACRES MORE OR LESS OF WHICH 3.438 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

Exhibit B

Amended and Restated Declaration of Irrevocable Restrictive Covenants

(See Attached)

(The above space for use of Register of Deeds)

AFTER RECORDING, RETURN TO:
Baird Holm LLP
David C. Levy
1700 Farnam Street, Suite 1500
Omaha, Nebraska 68102-2068

**AMENDED AND RESTATED
DECLARATION OF IRREVOCABLE RESTRICTIVE COVENANTS**

THIS AMENDED AND RESTATED DECLARATION OF IRREVOCABLE RESTRICTIVE COVENANTS (this "**Declaration**") is executed and effective this ____ day of _____ 20__ (the "**Effective Date**"), by Community Development Agency of the City of David City ("**Declarant**").

WHEREAS, Declarant is the Declarant under that certain Declaration of Irrevocable Restrictive Covenant executed on 2022, and recorded, in two parts, in the Butler County, Nebraska Register of Deeds Office, first on March 30, 2023, as Instrument No. 23-00362, and second, on March 31, 2023, as Instrument No. 23-00373 (collectively the "Original Covenants"); and

WHEREAS, the Original Covenants provides several irrevocable restrictions to real estate located in Butler County, Nebraska legally described in Exhibit A, attached hereto and incorporated herein ("**Subdivision**"); and

WHEREAS, pursuant to Article II, Section 2(b) of the Original Covenants, Declarant has the authority to amend the Original Covenants with the written consent of all current owners of each lot ("**Lot**") in the Subdivision, which by this instrument, shall amend, re-state, and supersede the Original Covenants to the extent of conflict therewith; and

WHEREAS, as of the date of execution of this Amended and Restated Declaration of Irrevocable Restrictive Covenants, the Declarant owns all property within the Subdivision, with the exception of one parcel that was conveyed to Jack Reed and Bridget Novak-Reed on June 7, 2023, and recorded on June 16, 2023, as Instrument No. 2023-00720; and

NOW, THEREFORE, in consideration of the above premises, Declarant hereby imposes the following restated covenants, conditions, and restrictions on the Subdivision, together with all newly amended language thereto:

ARTICLE I
RESTRICTIONS AND COVENANTS

1. Run with the Land. Each one of these restrictive covenants is for the benefit of the Declarant as the owner of the Subdivision and each successor owner(s) of any Lot within the Subdivision or any portion thereof (individually and collectively, the "**Owner**"). All restrictive covenants imposed upon the Subdivision are restrictive covenants running with the land and with each and every part thereof and shall bind all Owners and any assigns and successors in interest of such Owners and any lessees, tenants and other occupants of any building thereon.

2. Purchase Limitations. No Owner may own more than two (2) Lots at once. Owner broadly means a natural person, his or her immediate family as defined below, and any company or corporation in which any of those persons or any combination of those persons may have a controlling interest.

3. Single-Family Residential. Each Lot, except any Lot containing a Townhouse Unit ("Townhouse Unit") or outlots being used as a public space, shall be used exclusively for single-family residential purposes.

4. Owner-Occupied. Each Lot, except Lots containing Townhouse Units, must be owner-occupied and Owner may not lease to any party other than Owner or such Owner's immediate family or allow any party other than Owner or such Owner's immediate family occupy the Lot. For purposes of this Declaration, an Owner's "immediate family" shall mean the Owner's spouse, life partner, children or stepchildren, parents, siblings, stepparents, grandparents or grandchildren. Lots containing Townhouse Units must be owner-occupied in one (1) unit. Owner may lease the adjoining unit.

5. Commence Construction. Owner shall commence construction within 180 days of the effective date of the purchase agreement transferring ownership of the Lot. Owner shall not allow any excavation dirt to be spread across any Lot so as to change the grade of any Lot in a way that has an adverse effect on another Lot or changes the intended drainage for such Lot or the Subdivision. If Owner does not commence construction within 180 days of the effective date of the purchase agreement transferring ownership of the Lot, Declarant may retake ownership of the Lot by paying Owner ninety percent (90%) of the original purchase price.

6. Substantial Completion. Owner shall substantially complete construction activities within twenty (20) months of the purchase date. If Owner does not substantially complete construction activities within twenty (20) months, Declarant shall charge Owner one and one half (1.5) times the cost of the building permit for every month beyond the twenty (20) months it takes Owner to achieve substantial completion. For purposes of this Declaration, substantial completion shall mean the completion of construction to the extent that Owner can obtain a temporary certificate of occupancy.

7. Exterior Construction Materials. Any fence, garage, outbuilding or other permanent improvement (an "Improvement") constructed outside of a single-family residence must be consistent with the character and color of the single-family residence on such Lot. Owner shall construct any such Improvement(s) with high quality materials to protect the value, character, integrity and residential quality of the Lots and Subdivision

8. Manufactured Homes. Owner shall not place any manufactured home as defined by the Nebraska Revised Statutes section 71-4603 on any Lot. This Section 8 does not apply to homes built in sections and assembled upon a permanent foundation on the Lot.

9. Trash Removal. Owner shall not permit any incinerator or trash burners on any Lot. Owner shall not permit any fuel tanks on the Lot unless completely screened from view. Owner shall not store garden, lawn or maintenance equipment outside of any dwelling or suitable storage facility, except

when in actual use. Owner shall not deposit visible garage, refuse, rubbish or cuttings on any street, road or Lot

10. Chattel Restrictions. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall remain stationary on any part of a Lot, other than in an enclosed structure, for more than twenty-four (24) consecutive hours. With respect to the foregoing, "remain stationary" shall mean that such chattel remains on a Lot or public right-of-way adjacent thereto without Owner moving it outside the Subdivision. No person shall park or store a motor vehicle outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 10 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. No dumpster shall remain on any Lot for more than thirty (30) consecutive days, except in the case of a permitted construction project.

11. Vehicular Restrictions. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall remain on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

12. Air Conditioning Units. Owner shall place any exterior air conditioning condenser unit in the rear yard or side yard so as not to be visible from public view. Owner shall not permit grass, weeds or other vegetation to grow, nor maintain dangerous, diseased or otherwise objectionable shrubs or trees on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance.

13. Exterior Lighting. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

14. Wind Break Maintenance. Owners of all Lots on the north side of the Subdivision, presently consisting of Parcel Numbers 120008359 and 120008312, or any Lots hereinafter subdivided therefrom which share said northern border of the Subdivision, shall use best efforts to maintain in perpetuity, and shall not purposefully remove or destroy, the trees along the north property line of the Subdivision that create a wind break that benefits the entire subdivision and the community as a whole.

15. Sidewalks. Owners of all Lots in the Subdivision, presently consisting of Parcel Numbers 120008359 and 120008312, or any Lots hereinafter subdivided therefrom, shall allow either the City of David City ("**City**") or Declarant to install a sidewalk consistent with the David City Municipal Code and other governing rules, regulations, ordinances, or statutes, at the City or Declarant's sole discretion, within two (2) years of Owner completing construction of a single residence on the owned Lot.

ARTICLE II GENERAL PROVISION

1. Remedies for Violations. Upon a violation or breach of any of the restrictive covenants set forth herein, the Declarant or any current Owner shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them.

2. Term and Amendment.

a. This Declaration, and all covenants, conditions, and restrictions herein shall continue and remain in full force and effect for a ninety (90) year period under Nebraska Revised Statutes section 76-2002.

b. Declarant and all current Owners may only modify, amend or terminate this Declaration by a written amendment signed by all current Owners. Notwithstanding the foregoing, the Declarant may unilaterally remove itself from this Declaration without any further rights or obligations hereunder via an amendment hereto signed by Declarant only. Upon such an amendment, this Declaration shall remain in full force and effect, and any rights, duties or obligations of the Declarant shall inure to the current Owners.

c. Notwithstanding the foregoing or anything to the contrary in this Declaration, it is Declarant's intent to expand the Subdivision via the acquisition of adjacent land for the construction of additional Lots and single-family residences thereon. Upon the occurrence thereof, Declarant may unilaterally amend this Declaration, without the written consent of any other Owner, for the sole purpose of applying this Declaration to any expansion area or additional lots in a future phase of the Subdivision.

3. Declaration Shall Continue Notwithstanding Breach. Owner expressly agrees that a breach of this Declaration shall not: (i) entitle any party to cancel, rescind, or otherwise terminate this Declaration, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. However, such limitation shall not affect any other rights or remedies which a party may have hereunder by reason of any such breach.

4. Notices. Any notices, requests or other communications hereunder shall be in writing and shall be delivered by: (i) a widely-recognized national overnight courier service (subject to a written confirmation thereof), (ii) mailed by United States registered or certified mail, return receipt requested, postage prepaid or (iii) hand-delivery, and addressed to each Owner at such Owner's address in the Subdivision, and to the Declarant at its address as set forth below:

If to Owner, deliver such notice to the address of record in the Butler County Register of Deeds Office at the time of the Effective Date.

If to Declarant:

Community Development Agency of the City of David City
P.O. Box 191
David City, Nebraska 68632

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of overnight courier delivery, upon deposit in the United States mail or upon delivery if hand-delivered. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. Any party may from time to time at any time change its mailing address hereunder upon providing written notice to the other party.

5. Rule Against Perpetuities. If the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective being contrary to applicable law or prohibited by the "rule against perpetuities" or any similar law, then in that event only the term hereof shall be reduced to the maximum period of time which does not violate such law or the rule against perpetuities as set forth in the laws of the State of Nebraska.

6. Waiver. No delay or omission in exercising any rights, power or remedy herein provided, in the event of any breach of the restrictive covenants herein contained, shall be construed as a waiver thereof or acquiescence therein.

7. Severability. If any of the foregoing restrictive covenants is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner

whatsoever affect, modify, change, abrogate or nullify any of the other restrictive covenants not specifically declared to be void or unenforceable, but all of the remaining restrictive covenants not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

8. Beneficiaries. Owner benefits from these restrictive covenants. Owner maintains the right to enforce these restrictive covenants by injunction or other legal or equitable procedure, and to recover damages resulting from any violation thereof, including the cost of enforcing the same, which costs shall include court costs and reasonable attorneys' fees as permitted by law.

9. Counterparts. Declarant and Owner may execute this Declaration in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

10. Relationship of the Parties. Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the parties hereto. It is understood that the relationship between the parties hereto is an arms-length one that shall at all times be and remain that of separate owners of real property. Neither Declarant nor Owner may act for or on behalf of another party, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the party to be charged or bound, except as otherwise specifically provided herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Declaration is executed as of the date shown in the respective notary blocks below.

DECLARANT:

Community Development Agency of the City of David City

By: _____
Jessica Miller, as Chairperson

ATTEST:

Tami Comte, Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this ____ day of _____ 20____, by Jessica Miller, in her capacity as Chairperson and Tami Comte, in her capacity as Secretary of the Community Development Agency of the City of David City.

Notary Public

My commission expires: _____

OWNERS:

Jack Reed and Bridget Novak-Reed

By: _____

Printed Name: _____
Owner
1383 North 11th Street
David City, Nebraska 68632

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this ____ day of _____ 20____,
by _____, in his/her capacity to sign on behalf of Jack Reed and Bridget Novak-Reed,
Owners.

Notary Public

My commission expires: _____

EXHIBIT A

Legal Description of the Subdivision

A REPLAT OF A TRACT OF LAND CONSISTING OF PART OF LOT 6 AND PART OF LOT 7, DAVID CITY LAND AND LOT COMPANY'S SUBURBAN LOTS, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION EIGHTEEN (18), TOWNSHIP FIFTEEN (15) NORTH, RANGE THREE (3) EAST OF THE 6TH P.M., ALL IN BUTLER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, SYPAL EAST ADDITION, SAID POINT BEING THE POINT OF BEGINNING; THENCE N88°55'39"W, ALONG THE NORTH RIGHT OF WAY LINE OF O STREET, SAID LINE ALSO BEING THE SOUTH LINE OF LOT 7, DAVID CITY LAND AND COMPANY'S SUBURBAN LOTS, A DISTANCE OF 60.00 FEET; THENCE N01°05'27"E A DISTANCE OF 448.90 FEET; THENCE N88°55'20"W A DISTANCE OF 131.63 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7, DAVID CITY LAND AND COMPANY'S SUBURBAN LOTS; THENCE N00°57'00"E, ALONG SAID WEST LINE OF LOT 7, A DISTANCE OF 788.66 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE S89°43'48"E, ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 638.20 FEET TO THE NORTHEAST CORNER OF LOT 6, DAVID CITY LAND AND COMPANY'S SUBURBAN LOTS; THENCE S00°55'59"W, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 796.81 FEET TO A POINT ON THE NORTH LINE OF LOT 2, SAID SYPAL EAST ADDITION; THENCE N88°58'55"W, ALONG THE NORTH LINE OF SAID SYPAL EAST ADDITION, A DISTANCE OF 446.59 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SYPAL EAST ADDITION; THENCE S01°06'48" W, ALONG THE WEST LINE OF SAID SYPAL EAST ADDITION, A DISTANCE OF 449.27 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 532951.34 SQUARE FEET OR 12.235 ACRES MORE OR LESS OF WHICH 3.438 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

Council member Tom Kobus made a motion to approve Certificate of Payment No. 10 for M.E. Collins in the amount of \$129,926.99 for Northland Subdivision. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, Kevin Woita: Yea
Yea: 6, Nay: 0, Absent: 1

CERTIFICATE OF PAYMENT: 10

Date of Issuance: November 28, 2023

Project: David City Northland Subdivision

Contractor: M.E. Collins Contracting Co., Inc.



Project No.: 021-08725

DETAILED ESTIMATE		
Description	Unit Price	Extension
See Attached.		
PLEASE REMIT PAYMENT TO: M.E. Collins Contracting Co., Inc.		
Value of Work Completed This Request:		\$52,852.00

Original Contract Cost:	\$1,706,226.00
Approved Change Orders:	
No. 1	\$30,794.00
No. 2	\$30,525.00
No. 3	\$7,997.00
No. 4	\$525.00
Total Contract Cost:	\$1,776,067.00

Value of completed work and materials stored to date	\$1,647,203.82
Less retainage percentage 5%	\$82,360.19
Net amount due including this estimate	\$1,564,843.63
Less: Estimates previously approved:	

No. 1	\$164,685.74	No. 5	\$120,554.82	No.	
No. 2	\$132,778.31	No. 6	\$220,590.48	No.	
No. 3	\$50,680.27	No. 7	\$17,952.52	No.	
No. 4	\$143,987.91	No. 8	\$266,104.87	Total Previous Estimates:	\$1,434,916.64

NET AMOUNT DUE THIS ESTIMATE: \$129,926.99

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: City of David City - Owner
 M.E. Collins Contracting Co., Inc.
 Project File

OLSSON

By: 

Community Development Agency Proceedings
 December 13, 2023
 Page #14



Pay App. 10 Project: David City Northland subdivision Contractor: M.E. Collins Contracting Co., Inc. Project #: 021-08726 Date: 11/28/2023

ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D+E)	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN WORK)	TOTAL QUANTITY TO DATE (G+H)	TOTAL COMPLETED AND STORED TO DATE (H+J+K)	% (MF)	BALANCE TO FINISH (F-M)	RETAINAGE
						Qty from previous pay app.	Total From previous pay app.	Qty this Period	Total from this Period						
SANITARY SEWER															
1	MOBILIZATION	L.S.	1	\$16,808.00	\$16,808.00	1.00	\$16,808.00	0.00	\$0.00		1.00	\$16,808.00	100%	\$0.00	\$840.40
2	DEWATERING	L.F.	2036	\$63.00	\$127,908.00	78.00	\$4,134.00	0.00	\$0.00		78.00	\$4,134.00	4%	\$103,774.00	\$206.70
3	8" PVC SANITARY SEWER MAIN	L.F.	2036	\$62.00	\$126,232.00	2,036.00	\$126,232.00	0.00	\$0.00		2,036.00	\$126,232.00	100%	\$0.00	\$6,311.60
4	4" SANITARY SERVICE MAIN	L.F.	1339	\$42.00	\$56,238.00	1,339.00	\$56,238.00	0.00	\$0.00		1,339.00	\$56,238.00	100%	\$0.00	\$2,811.90
5	BUILD 48" STANDARD MANHOLE	E.A.	12	\$6,947.00	\$83,364.00	12.00	\$83,364.00	0.00	\$0.00		12.00	\$83,364.00	100%	\$0.00	\$4,169.20
6	874" SERVICE WYE	E.A.	33	\$489.00	\$16,137.00	33.00	\$16,137.00	0.00	\$0.00		33.00	\$16,137.00	100%	\$0.00	\$606.85
7	4" CAP	E.A.	33	\$164.00	\$5,412.00	33.00	\$5,412.00	0.00	\$0.00		33.00	\$5,412.00	100%	\$0.00	\$270.60
8	8" CAP	E.A.	1	\$249.00	\$249.00	1.00	\$249.00	0.00	\$0.00		1.00	\$249.00	100%	\$0.00	\$12.45
					\$412,848.00		\$308,674.00		\$0.00			\$308,674.00		\$109,774.00	\$16,428.70
WATER SERVICE															
1	MOBILIZATION	L.S.	1	\$18,909.00	\$18,909.00	1.00	\$18,909.00	0.00	\$0.00		1.00	\$18,909.00	100%	\$0.00	\$945.45
2	8" PVC WATER MAIN	L.F.	2875	\$73.00	\$209,875.00	2,643.00	\$192,939.00	0.00	\$0.00		2,643.00	\$192,939.00	92%	\$16,936.00	\$5,646.95
3	8" WATER LINE	L.F.	6	\$52.00	\$312.00	6.00	\$312.00	0.00	\$0.00		6.00	\$312.00	100%	\$0.00	\$15.60
4	8" R.S. GATE VALVE WITH BOX	E.A.	1	\$2,423.00	\$2,423.00	1.00	\$2,423.00	0.00	\$0.00		1.00	\$2,423.00	100%	\$0.00	\$121.15
5	8" R.S. GATE VALVE WITH BOX	E.A.	13	\$3,448.00	\$44,824.00	13.00	\$44,824.00	0.00	\$0.00		13.00	\$44,824.00	100%	\$0.00	\$2,241.20
6	8"x8" M.J. TEE	E.A.	1	\$824.00	\$824.00	1.00	\$824.00	0.00	\$0.00		1.00	\$824.00	100%	\$0.00	\$41.20
7	8"x8" M.J. TEE	E.A.	7	\$1,015.00	\$7,105.00	7.00	\$7,105.00	0.00	\$0.00		7.00	\$7,105.00	100%	\$0.00	\$355.25
8	8"x8" M.J. TEE	E.A.	3	\$1,135.00	\$3,405.00	3.00	\$3,405.00	0.00	\$0.00		3.00	\$3,405.00	100%	\$0.00	\$170.25
9	12"x8" TAPPING TEE W/TAPPING VALVE	E.A.	1	\$6,458.00	\$6,458.00	1.00	\$6,458.00	0.00	\$0.00		1.00	\$6,458.00	100%	\$0.00	\$322.90
10	8" M.J. 90 BEND	E.A.	1	\$787.00	\$787.00	1.00	\$787.00	0.00	\$0.00		1.00	\$787.00	100%	\$0.00	\$39.35
11	8" M.J. 45 BEND	E.A.	4	\$738.00	\$2,952.00	4.00	\$2,952.00	0.00	\$0.00		4.00	\$2,952.00	100%	\$0.00	\$147.60
12	8" M.J. 11.25 BEND	E.A.	2	\$712.00	\$1,424.00	2.00	\$1,424.00	0.00	\$0.00		2.00	\$1,424.00	100%	\$0.00	\$71.20
13	8" M.J. 22.5 BEND	E.A.	11	\$733.00	\$8,063.00	11.00	\$8,063.00	0.00	\$0.00		11.00	\$8,063.00	100%	\$0.00	\$403.15
14	8" M.J. LONG SLEEVE	E.A.	1	\$558.00	\$558.00	1.00	\$558.00	0.00	\$0.00		1.00	\$558.00	100%	\$0.00	\$27.90
15	8"x8" M.J. REDUCER	E.A.	1	\$627.00	\$627.00	1.00	\$627.00	0.00	\$0.00		1.00	\$627.00	100%	\$0.00	\$31.35
16	W/ET OUT-IN	E.A.	1	\$6,303.00	\$6,303.00	1.00	\$6,303.00	0.00	\$0.00		1.00	\$6,303.00	100%	\$0.00	\$315.15
17	8" M.J. FLUG	E.A.	1	\$271.00	\$271.00	1.00	\$271.00	0.00	\$0.00		1.00	\$271.00	100%	\$0.00	\$13.55
18	8" FIRE HYDRANT ASSEMBLY	E.A.	7	\$5,528.00	\$38,696.00	7.00	\$38,696.00	0.00	\$0.00		7.00	\$38,696.00	100%	\$0.00	\$2,984.80
19	REMOVE AND REPLACE PAVEMENT	S.Y.	94	\$88.00	\$8,272.00	273.14	\$24,036.32	0.00	\$0.00		273.14	\$24,036.32	291%	(\$15,764.32)	\$1,201.82
20	1" SERVICE CONNECTION	E.A.	33	\$731.00	\$24,123.00	33.00	\$24,123.00	0.00	\$0.00		33.00	\$24,123.00	100%	\$0.00	\$1,206.15
21	1" SERVICE TUBING	L.F.	1230	\$23.00	\$28,290.00	1,230.00	\$28,290.00	0.00	\$0.00		1,230.00	\$28,290.00	100%	\$0.00	\$1,414.50
22	1" CURB STOP WITH BOX	E.A.	33	\$754.00	\$24,882.00	33.00	\$24,882.00	0.00	\$0.00		33.00	\$24,882.00	100%	\$0.00	\$1,244.10
23	CONNECT TO EXISTING WATER MAIN	E.A.	1	\$2,279.00	\$2,279.00	1.00	\$2,279.00	0.00	\$0.00		1.00	\$2,279.00	100%	\$0.00	\$113.95
					\$482,882.00		\$481,480.32		\$0.00			\$481,480.32		\$1,171.88	\$23,074.62
PAVING															
1	MOBILIZATION	L.S.	1	\$31,515.00	\$31,515.00	1.00	\$31,515.00	0.00	\$0.00		1.00	\$31,515.00	100%	\$0.00	\$1,575.75
2	BUILD 6" CONCRETE PAVEMENT W/ INT	S.Y.	8115	\$70.00	\$568,050.00	7,280.00	\$509,600.00	724.00	\$50,680.00		8,004.00	\$560,280.00	99%	\$7,770.00	\$28,014.00
3	SUBGRADE PREPARATION	S.Y.	8115	\$3.00	\$24,345.00	7,280.00	\$21,840.00	724.00	\$2,172.00		8,004.00	\$24,012.00	99%	\$333.00	\$1,200.50
4	BUILD 4" CONCRETE SIDEWALK	S.Y.	1696	\$12.00	\$20,352.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$20,352.00	\$0.00
5	DETECTABLE WARNING PANELS	S.F.	80	\$67.00	\$5,360.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	0%	\$5,360.00	\$0.00
6	BUILD TYPE D CURB INLET	E.A.	4	\$6,951.00	\$27,804.00	5.00	\$34,755.00	0.00	\$0.00		5.00	\$34,755.00	125%	(\$6,951.00)	\$1,737.75
7	BUILD 18" RCP STORM PIPE	L.F.	310	\$69.00	\$21,390.00	310.00	\$21,390.00	0.00	\$0.00		310.00	\$21,390.00	100%	\$0.00	\$1,069.50
8	42" RCP STORM PIPE	L.F.	199	\$213.00	\$42,387.00	199.00	\$42,387.00	0.00	\$0.00		199.00	\$42,387.00	100%	\$0.00	\$2,119.35
9	BUILD 6"x6" STORM SEWER JUNCTION B	E.A.	2	\$5,965.00	\$11,930.00	2.00	\$11,930.00	0.00	\$0.00		2.00	\$11,930.00	100%	\$0.00	\$596.50
10	42" RC FLARED END SECTION	E.A.	1	\$3,083.00	\$3,083.00	1.00	\$3,083.00	0.00	\$0.00		1.00	\$3,083.00	100%	\$0.00	\$154.15

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11	OVEREXCAVATION	C.Y.	5000	\$15.00	\$75,000.00	5,000.00	\$75,000.00	0.00	\$0.00	5,000.00	\$75,000.00	100%	\$0.00	\$3,750.00	
					\$881,218.00		\$761,600.00		\$62,862.00		\$804,862.00		\$28,884.00	\$40,217.80	
STORED MATERIALS															
SM-1	Lincoln Winwater #089763 03			\$152,726.16	\$0.00	-1.00	(\$152,726.16)	0.00	\$0.00	\$152,726.16	-1.00	\$0.00	0%	\$0.00	\$0.00
SM-2	Lincoln Winwater #089763 01			\$30,258.00	\$0.00	-1.00	(\$30,258.00)	0.00	\$0.00	\$30,258.00	-1.00	\$0.00	0%	\$0.00	\$0.00
SM-3	Lincoln Winwater #089763 02			\$42,511.20	\$0.00	-1.00	(\$42,511.20)	0.00	\$0.00	\$42,511.20	-1.00	\$0.00	0%	\$0.00	\$0.00
SM-4	Concrete Industries			\$12,577.07	\$0.00	-1.00	(\$12,577.07)	0.00	\$0.00	\$12,577.07	-1.00	\$0.00	0%	\$0.00	\$0.00
SM-5	Lincoln Winwater #089763 06			\$14,237.08	\$0.00	-1.00	(\$14,237.08)	0.00	\$0.00	\$14,237.08	-1.00	\$0.00	0%	\$0.00	\$0.00
SM-6	Concrete Industries #CI 425731			\$11,040.11	\$0.00	-1.00	(\$11,040.11)	0.00	\$0.00	\$11,040.11	-1.00	\$0.00	0%	\$0.00	\$0.00
SM-7	Concrete Industries #CI 425728			\$11,347.05	\$0.00	-1.00	(\$11,347.05)	0.00	\$0.00	\$11,347.05	-1.00	\$0.00	0%	\$0.00	\$0.00
					\$0.00		(\$274,886.67)		\$0.00		\$0.00		\$0.00	\$0.00	
Change Order															
CO1-1	Install 8" HDD Water Main	L.F.	232	\$122.00	\$28,304.00	232.00	\$28,304.00	0.00	\$0.00	232.00	\$28,304.00	100%	\$0.00	\$1,416.20	
CO1-2	Install 8" Crushed Rock Temp Surfacing	TON	30	\$83.00	\$2,490.00	65.50	\$5,436.50	0.00	\$0.00	65.50	\$5,436.50	218%	(\$2,946.50)	\$271.83	
CO2-1	Earthwork Completion	L.S.	1	\$30,525.00	\$30,525.00	1.00	\$30,525.00	0.00	\$0.00	1.00	\$30,525.00	-100%	\$0.00	\$1,526.25	
CO3-1	Sanitary Sewer Manhole	L.S.	1	\$7,997.00	\$7,997.00	1.00	\$7,997.00	0.00	\$0.00	1.00	\$7,997.00	-100%	\$0.00	\$399.95	
CO4-1	Remove & Replace the 34" R.E. FES	EA.	1	\$525.00	\$525.00	1.00	\$525.00	0.00	\$0.00	1.00	\$525.00	-100%	\$0.00	\$26.25	
Contract Total					\$1,776,097.00		\$1,818,866.16		\$62,862.00	\$274,886.67		\$1,647,203.82	89%	\$128,868.18	\$82,980.19

Original Contract	\$1,706,226.00
+ CO 1	\$30,794.00
+ CO 2	\$30,525.00
+ CO 3	\$7,997.00
+ CO 4	\$525.00
Total Contract to Date	\$1,776,067.00
Total Work Completed to Date	\$1,372,507.15
Total Materials Stored to Date	\$274,886.67
Total Value completed & stored to Date	\$1,647,203.82
- Retainage 5%	\$82,360.19
Net Total Due Less Retainage	\$1,564,843.63
- Pay AP 1	\$164,585.74
- Pay AP 2	\$132,778.21
- Pay AP 3	\$50,660.27
- Pay AP 4	\$143,987.91
- Pay AP 5	\$120,554.82
- Pay AP 6	\$220,590.48
- Pay AP 7	\$17,952.52
- Pay AP 8	\$266,104.87
- Pay AP 9	\$317,281.72
Total Previous	\$1,434,916.64
Net Amount Due This Estimate	\$129,926.99

Footnotes:



PROGRESS ESTIMATE

Date: 11/28/2023

PPE: 11/28/2023

Project: DAVID CITY NORTHLAND SUBDIVISION

To: Olsson & Associates

Collins Project No: 222648

Contractor Estimate No.: 10

Attn: Dave Ziska

Original Contract Amount: \$ 1,706,226.00

Item	Description	Contract Qty		Qty To Date	Unit Price	Amount
	<u>SANITARY SEWER APPROXIMATE QUANTITIES</u>					
1	MOBILIZATION	1.00	LS	1.00	\$ 16,808.00	\$ 16,808.00
2	DEWATERING	2,036.00	LF	78.00	\$ 53.00	\$ 4,134.00
3	8" PVC SANITARY SEWER MAIN	2,036.00	LF	2,036.00	\$ 62.00	\$ 126,232.00
4	4" SANITARY SERVICE MAIN	1,339.00	LF	1,339.00	\$ 42.00	\$ 56,238.00
5	BUILD 48" STANDARD MANHOLE	12.00	EA	12.00	\$ 6,947.00	\$ 83,364.00
6	8" x 4" SERVICE WYE	33.00	EA	33.00	\$ 489.00	\$ 16,137.00
7	4" CAP	33.00	EA	33.00	\$ 164.00	\$ 5,412.00
8	8" CAP	1.00	EA	1.00	\$ 249.00	\$ 249.00
CD #3	ADD. MANHOLE (NORTHSIDE CARWASH)	1.00	EA	1.00	\$ 7,997.00	\$ 7,997.00
	<u>WATER SERVICE APPROXIMATE QUANTITIES</u>					
1	MOBILIZATION	1.00	LS	1.00	\$ 18,909.00	\$ 18,909.00
2	8" PVC WATER MAIN	2,875.00	LF	2,643.00	\$ 73.00	\$ 192,939.00
3	6" WATER LINE	6.00	LF	6.00	\$ 52.00	\$ 312.00
4	6" MJ GATE VALVE w/ BOX	1.00	EA	1.00	\$ 2,423.00	\$ 2,423.00
5	8" RS GATE VALVE w/ BOX	13.00	EA	13.00	\$ 3,448.00	\$ 44,824.00
6	6" x 6" MJ TEE	1.00	EA	1.00	\$ 824.00	\$ 824.00
7	8" x 6" MJ TEE	7.00	EA	7.00	\$ 1,015.00	\$ 7,105.00
8	8" x 8" MJ TEE	3.00	EA	3.00	\$ 1,135.00	\$ 3,405.00
9	12" x 8" TAPPING TEE w/ TAPPING VALVE	1.00	EA	1.00	\$ 6,458.00	\$ 6,458.00
10	8" MJ 90° BEND	1.00	EA	1.00	\$ 787.00	\$ 787.00
11	8" MJ 45° BEND	4.00	EA	4.00	\$ 738.00	\$ 2,952.00
12	8" MJ 11.25° BEND	2.00	EA	2.00	\$ 712.00	\$ 1,424.00
13	8" MJ 22.5° BEND	11.00	EA	11.00	\$ 733.00	\$ 8,063.00
14	6" MJ LONG SLEEVE	1.00	EA	1.00	\$ 558.00	\$ 558.00
15	8" x 6" MJ REDUCER	1.00	EA	1.00	\$ 627.00	\$ 627.00
16	WET CUT-IN	1.00	EA	1.00	\$ 6,303.00	\$ 6,303.00
17	8" MJ PLUG	1.00	EA	1.00	\$ 271.00	\$ 271.00
18	6" FIRE HYDRANT ASSEMBLY	7.00	EA	7.00	\$ 8,528.00	\$ 59,696.00
19	REMOVE & REPLACE PAVEMENT	94.00	SY	273.14	\$ 88.00	\$ 24,036.32
20	1" SERVICE CONNECTION	33.00	EA	33.00	\$ 731.00	\$ 24,123.00
21	1" SERVICE TUBING	1,230.00	LF	1,230.00	\$ 23.00	\$ 28,290.00
22	1" CURB STOP w/ BOX	33.00	EA	33.00	\$ 754.00	\$ 24,882.00
23	CONNECT TO EXISTING WATER MAIN	1.00	EA	1.00	\$ 2,279.00	\$ 2,279.00

CO#1	6" TEMPORARY ROCK SURFACING	30.00	TONS	65.50	\$	83.00	\$	5,436.50
CO#1	8" HDD WATER MAIN	232.00	LF	232.00	\$	122.00	\$	28,304.00
<u>PAVING APPROXIMATE QUANTITIES</u>								
1	MOBILIZATION	1.00	LS	1.00	\$	31,515.00	\$	31,515.00
2	BUILD 6" CONCRETE PAVEMENT w/ INTEGRAL CUR	8,115.00	SY	8,004.00	\$	70.00	\$	560,280.00
3	SUBGRADE PREPARATION	8,115.00	SY	8,004.00	\$	3.00	\$	24,012.00
4	BUILD 4" CONCRETE SIDEWALK	1,696.00	SF	0.00	\$	12.00	\$	-
5	DETECTABLE WARNING PANELS	80.00	SF	0.00	\$	67.00	\$	-
6	BUILD TYPE D CURB INLET	4.00	EA	5.00	\$	6,951.00	\$	34,755.00
7	BUILD 18" RCP STORM PIPE	310.00	LF	310.00	\$	69.00	\$	21,390.00
8	42" RCP STORM PIPE	199.00	LF	199.00	\$	213.00	\$	42,387.00
9	BUILD 6' x 6' STORM SEWER JUNCTION BOX	2.00	EA	2.00	\$	5,965.00	\$	11,930.00
10	42" RCP FLARED END SECTION	1.00	EA	1.00	\$	3,083.00	\$	3,083.00
11	OVER EXCAVATION	5,000.00	CY	5,000.00	\$	15.00	\$	75,000.00
CO#2	EARTHWORK	1.00	LS	1.00	\$	30,525.00	\$	30,525.00
CO#4	REMOVE & REPLACE 24" RE RCP FES	1.00	LS	1.00	\$	525.00	\$	525.00
<u>STOCKPILED MATERIALS</u>								
SM	LINCOLN WINWATER-#089763 03	1.00	LS	0.00	\$	152,726.16	\$	-
SM	LINCOLN WINWATER-#089763 01	1.00	LS	0.00	\$	30,258.00	\$	-
SM	LINCOLN WINWATER-#089763 02	1.00	LS	0.00	\$	42,511.20	\$	-
SM	CONCRETE INDUSTRIES	1.00	LS	0.00	\$	12,577.07	\$	-
SM	LINCOLN WINWATER-#089763 06	1.00	LS	0.00	\$	14,237.08	\$	-
SM	CONCRETE INDUSTRIES- #CI 425731	1.00	LS	0.00	\$	11,040.11	\$	-
SM	CONCRETE INDUSTRIES- #CI 425728	1.00	LS	0.00	\$	11,347.05	\$	-

Previous Requested Amounts:			TOTAL EARNED TO DATE:	\$ 1,647,203.82
\$	164,685.74	Est. #1	Retainage 5%	\$ (82,360.19)
\$	132,778.31	Est. #2	NET ESTIMATE TO DATE:	\$ 1,564,843.63
\$	50,680.27	Est. #3	Less Previous Requests:	\$ 1,434,916.64
\$	143,987.91	Est. #4	TOTAL DUE THIS ESTIMATE:	\$ 129,926.99
\$	120,554.82	Est. #5		
\$	220,590.48	Est. #6		
\$	17,952.52	Est. #7		
\$	266,104.87	Est. #8		
\$	317,581.72	Est. #9		

Estimate Prepared by :



Christopher Woodward

28-Nov-23

CDA member Jim Angell made a motion to adjourn. CDA Member Tom Kobus seconded the motion. The motion carried and CDA Vice-Chairman Bruce Meysenburg declared the meeting adjourned at 7:59 p.m.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Absent, Kevin Woita: Yea
Yea: 6, Nay: 0, Absent: 1

Secretary Tami Comte