

CITY COUNCIL PROCEEDINGS
September 11, 2024

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

Present for the meeting were: Mayor Jessica Miller, Council President Bruce Meysenburg, Council members Kevin Woita, Pat Meysenburg, Tom Kobus, Jim Angell, Keith Marvin, City Attorney David Levy, City Administrator Intern Raiko Martinez and Interim City Administrator/City Clerk Tami Comte.

Also present for the meeting were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Jan & Dan Sypal, Nick & Chelsea Sypal, Jerry Abel, Steve Barlean, Jim Reisdorff, Darrell Kahler and Greg Fiala. Ethan Joy with JEO attended via Zoom.

The meeting opened with a moment of silence for the 9/11 victims and first responders. The Pledge of Allegiance was recited.

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

Council member Keith Marvin made a motion to approve the minutes of the August 28, 2024 meeting of the Mayor and City Council as presented. 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, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Pat Meysenburg made a motion to approve the claim to Marvin Planning Consultants. Council Member Tom Kobus seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Abstain (With Conflict), Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Abstain (With Conflict): 1

Council member Tom Kobus made a motion to approve the claim to D-Sign Shop. Council Member Keith Marvin seconded the motion. The motion carried.

Jim Angell: Abstain (With Conflict), Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Abstain (With Conflict): 1

Mayor Jessica Miller called for committee and officer reports. Council members Bruce Meysenburg and Keith Marvin gave an update on the Butler County Development Board.

Council member Kevin Woita made a motion to approve the committee and officer reports, and the Butler County Development Board update as presented. Council Member Keith Marvin seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Council member Keith Marvin made a motion to approve Certificate of Payment #18 in the amount of \$2,483,756.54 to Velocity Constructors Inc. for the 2022 Water Treatment Plant Upgrades. 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, Kevin Woita: Yea

Yea: 6, Nay: 0

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Contractor's Application for Payment

Owner:	<u>City of David City</u>	Owner's Project No.:	_____
Engineer:	<u>JEO Consulting Group, Inc.</u>	Engineer's Project No.:	<u>202024.00</u>
Contractor:	<u>Velocity Constructors Inc.</u>	Contractor's Project No.:	_____
Project:	<u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>		
Contract:	<u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>		
Application No.:	<u>18</u>	Application Date:	<u>9/1/2024</u>
Application Period:	From <u>8/1/2024</u>	to	<u>9/1/2024</u>

1. Original Contract Price	\$ 10,562,772.00
2. Net change by Change Orders	\$ 254,291.51
3. Current Contract Price (Line 1 + Line 2)	\$ 10,817,063.51
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 8,382,282.29
5. Retainage	
a. 5% X \$ 6,441,624.26 Work Completed =	\$ 322,081.21
b. 5% X \$ 1,940,658.03 Stored Materials =	\$ 97,032.90
c. Total Retainage (Line 5.a + Line 5.b)	\$ 419,114.11
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 7,963,168.18
7. Less previous payments (Line 6 from prior application)	\$ 5,479,411.64
8. Amount due this application	\$ 2,483,756.54
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 2,853,895.33

Contractor's Certification

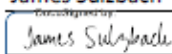
The undersigned Contractor certifies, to the best of its knowledge, the following:

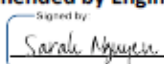
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

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

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

Contractor: James Sulzbach - Project Manager Velocity Constructors

Signature:  **Date:** 9/4/2024

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Engineer</u>	Title: _____
Date: <u>9/4/2024</u>	Date: _____

Progress Estimate - Lump Sum Work						Contractor's Application for Payment			
Owner:		City of David City				Owner's Project No.:			
Engineer:		JEO Consulting Group, Inc.				Engineer's Project No.:		202024.00	
Contractor:		Velocity Constructors Inc.				Contractor's Project No.:			
Project:		2022 Water Treatment Plant Upgrades, SRF Project No. D311686							
Contract:		2022 Water Treatment Plant Upgrades, SRF Project No. D311686							
Application No.:		18		Application Period: From 08/01/24 to 09/01/24		Application Date:		09/01/24	
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
Original Contract									
BASE BID GROUP A - General Water Plant Improvements¹									
B-1.01	Mobilization	1,030,293.00	1,030,293.00	-	-	1,030,293.00	100%	-	
B-1.02	Bonding and Insurance	66,647.00	66,647.00	-	-	66,647.00	100%	-	
B-1.03	Aerator Rehabilitation and Cleaning	114,481.00	2,000.00	-	-	2,000.00	2%	112,481.00	
B-1.04	Existing Pipe Cleaning & Repainting	57,573.00	1,000.00	-	-	1,000.00	2%	56,573.00	
B-1.05	Electrical Improvements, Complete	1,840,041.00	845,000.00	-	200,894.59	1,045,894.59	57%	794,146.41	
B-1.06	Demolition of Exterior Infrastructure	32,732.00	30,000.00	-	-	30,000.00	92%	2,732.00	
B-1.07	Demolition of Interior Infrastructure	90,500.00	65,000.00	-	-	65,000.00	72%	25,500.00	
B-1.08	Building Improvements (Doors/Windows)	80,036.00	37,000.00	1,536.00	40,000.00	78,536.00	98%	1,500.00	
B-1.09	Building Improvements (Interior Painting)	523,405.00	47,000.00	134,655.00	-	181,655.00	35%	341,750.00	
B-1.10	First Floor Roof Membrane Replacement	174,179.00	142,000.00	-	-	142,000.00	82%	32,179.00	
B-1.11	Skylight Replacement	48,568.00	5,000.00	-	24,882.00	29,882.00	62%	18,686.00	
B-1.12	HVAC Improvements	148,128.00	2,000.00	5,000.00	-	7,000.00	5%	141,128.00	
B-1.13	Plumbing Improvements	92,021.00	23,000.00	24,000.00	-	47,000.00	51%	45,021.00	
B-1.14	Lab Improvements	21,099.00	2,000.00	-	18,159.93	20,159.93	96%	939.07	
B-1.15	Hardness Monitoring Equipment and Meters	77,743.00	2,000.00	-	-	2,000.00	3%	75,743.00	
B-1.16	Site Paving and Grading	58,690.00	12,000.00	-	-	12,000.00	20%	46,690.00	
B-1.17	Fencing and Gates	58,513.00	2,000.00	-	21,500.00	23,500.00	40%	35,013.00	
B-1.18	Misc. Site Improvements	148,846.00	120,000.00	-	15,000.00	135,000.00	91%	13,846.00	
B-1.19	Exterior Piping Improvements	338,959.00	133,000.00	-	192,731.59	325,731.59	96%	13,227.41	
B-1.20	Seeding, Fertilizer and Mulch	6,610.00	-	-	-	-	0%	6,610.00	
B-1.21	Erosion Control	5,751.00	5,751.00	-	-	5,751.00	100%	-	
BASE BID GROUP B - Gravity Filter System Improvements²									
B-1.22	New Gravity Filter Equipment, Complete (Media/Wash Troughs/ Air Blower/ Control Panel / Solenoid Panel / Instrumentation / Piping / Valves / Media Strainers)	693,132.00	183,000.00	5,000.00	474,573.81	662,573.81	96%	30,558.19	
B-1.23	Gravity Filter Equipment Installation	45,979.00	39,000.00	4,000.00	-	43,000.00	94%	2,979.00	
B-1.24	Electrical	25,200.00	16,000.00	-	5,000.00	21,000.00	83%	4,200.00	

Progress Estimate - Lump Sum Work						Contractor's Application for Payment			
Owner:		City of David City				Owner's Project No.:			
Engineer:		JEO Consulting Group, Inc.				Engineer's Project No.:		202024.00	
Contractor:		Velocity Constructors Inc.				Contractor's Project No.:			
Project:		2022 Water Treatment Plant Upgrades, SRF Project No. D311686							
Contract:		2022 Water Treatment Plant Upgrades, SRF Project No. D311686							
Application No.:		18		Application Period: From 08/01/24 to 09/01/24		Application Date:		09/01/24	
A	B	C	D Work Completed		F	G	H	I	
Item No.	Description	Scheduled Value (\$)	(D + E) From Previous Application (\$)	This Period (\$)	Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C)	Balance to Finish (C - G) (\$)	
BASE BID GROUP C - Reverse Osmosis¹									
B-1.25	CCRO and CIP Tank Skids (Equipment Only)	2,126,760.00	2,000.00	1,924,468.75	200,291.25	2,126,760.00	100%	-	
B-1.26	CCRO and CIP Tank Skids (Installation)	7,208.00	-	3,000.00	-	3,000.00	42%	4,208.00	
B-1.27	Existing Maintenance Facility Demolition	27,093.00	27,093.00	-	-	27,093.00	100%	-	
B-1.28	RO Room Expansion, Block Construction	245,926.00	232,026.00	-	13,900.00	245,926.00	100%	-	
B-1.29	New Existing Maintenance Facility Floor Pavement	3,174.00	3,174.00	-	-	3,174.00	100%	-	
B-1.30	New Existing Maintenance Facility Roof	28,709.00	28,709.00	-	-	28,709.00	100%	-	
B-1.31	Overhead Doors	22,781.00	2,000.00	3,781.00	17,000.00	22,781.00	100%	-	
B-1.32	Access Doors	8,791.00	5,000.00	3,000.00	-	8,000.00	91%	791.00	
B-1.33	Single Girder Bridge Crane & Hoist (Equipment Only)	20,361.00	20,361.00	-	-	20,361.00	100%	-	
B-1.34	Single Girder Bridge Crane & Hoist (Installation)	12,387.00	12,387.00	-	-	12,387.00	100%	-	
B-1.35	Below Grade CCRO Skid Piping, Complete	57,740.00	57,740.00	-	-	57,740.00	100%	-	
B-1.36	Above Grade CCRO & CIP Skid Piping, Complete	129,743.00	27,000.00	-	82,932.35	109,932.35	85%	19,810.65	
B-1.37	Electrical	10,080.00	6,000.00	-	2,000.00	8,000.00	79%	2,080.00	
BASE BID GROUP D - Intermediate Clearwell²									
B-1.38	Intermediate Clearwell Structural Concrete	170,506.00	150,506.00	-	20,000.00	170,506.00	100%	-	
B-1.39	Clearwell Hatches	15,613.00	15,613.00	-	-	15,613.00	100%	-	
B-1.40	Vertical Turbine Pumps	113,608.00	12,000.00	-	85,940.88	97,940.88	86%	15,667.12	
B-1.41	Degassifier (Equipment Only)	112,153.00	112,153.00	-	-	112,153.00	100%	-	
B-1.42	Degassifier (Installation)	6,407.00	5,000.00	-	-	5,000.00	78%	1,407.00	
B-1.43	Pump Building, Block Construction	116,781.00	111,781.00	-	5,000.00	116,781.00	100%	-	
B-1.44	Stairs and Miscellaneous Metals	4,603.00	2,000.00	-	2,000.00	4,000.00	87%	603.00	
B-1.45	Clearwell Ladders	4,749.00	1,749.00	-	3,000.00	4,749.00	100%	-	
B-1.46	Fluid Applied Exterior Membrane	103,757.00	103,757.00	-	-	103,757.00	100%	-	
B-1.47	Intermediate Clearwell Piping, Fittings, Valves, Meters, Complete	77,335.00	9,000.00	-	67,159.61	76,159.61	98%	1,175.39	
B-1.48	Weir Plate and Weir Window	4,398.00	1,000.00	-	2,000.00	3,000.00	68%	1,398.00	
B-1.49	Electrical	50,400.00	33,000.00	-	10,000.00	43,000.00	85%	7,400.00	

Progress Estimate - Lump Sum Work						Contractor's Application for Payment			
Owner: City of David City						Owner's Project No.:			
Engineer: JEO Consulting Group, Inc.						Engineer's Project No.: 202024.00			
Contractor: Velocity Constructors Inc.						Contractor's Project No.:			
Project: 2022 Water Treatment Plant Upgrades, SRF Project No. 0311686									
Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. 0311686									
Application No.:	18	Application Period:	From 08/01/24	to 09/01/24	Application Date: 09/01/24				
A Item No.	B Description	C Scheduled Value (\$)	D Work Completed		F Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
BASE BID GROUP E - Chemical Feed System Improvements¹									
B-1.50	Chemical Feed System Improvements	149,305.00	17,000.00	-	113,869.00	130,869.00	88%	18,436.00	
B-1.51	Gas Chlorine System Improvements	62,365.00	2,000.00	-	-	2,000.00	3%	60,365.00	
B-1.52	Electrical	15,120.00	2,000.00	-	3,000.00	5,000.00	33%	10,120.00	
BASE BID GROUP F - Backwash Improvements¹									
B-1.53	Backwash Waste Pump and Piping Improvements, Complete	161,971.00	13,000.00	-	54,553.19	67,553.19	42%	94,417.81	
B-1.54	Proposed Manhole Improvements	1,551.00	1,200.00	-	-	1,200.00	77%	351.00	
B-1.55	Backwash Pit Access Hatch	3,727.00	-	-	-	-	0%	3,727.00	
B-1.56	Backwash Supply Pump and Piping Improvements, Complete	103,300.00	2,000.00	-	69,409.93	71,409.93	69%	31,890.07	
B-1.57	Electrical/Generator	252,000.00	125,000.00	-	122,859.90	247,859.90	98%	4,140.10	
Bid Alternate #1									
BA1-1	Gravity Filter Effluent Valve Replacement ¹	220,730.00	170,730.00	-	50,000.00	220,730.00	100%	-	
Bid Alternate #2									
BA2-1	Demolish Existing Uloflow Clarifier Unit, Complete ¹	113,190.00	-	-	23,000.00	23,000.00	20%	90,190.00	
Original Contract Totals		\$ 10,343,448.00	\$ 4,124,670.00	\$ 2,108,440.75	\$ 1,940,658.03	\$ 8,173,768.78	43.06	\$ 2,169,679.22	
Change Orders									
CO-1	12" Underslab Pipe	54,560.00	54,560.00	-	-	54,560.00	100%	-	
CO-2	Misc	84,742.51	84,742.51	-	-	84,742.51	100%	-	
CO-3	Misc	114,989.00	69,211.00	-	-	69,211.00	60%	45,778.00	
Change Order Totals		\$ 254,291.51	\$ 208,513.51	\$ -	\$ -	\$ 208,513.51	82%	\$ 45,778.00	
Original Contract and Change Orders									
Project Totals		\$ 10,597,739.51	\$ 4,333,183.51	\$ 2,108,440.75	\$ 1,940,658.03	\$ 8,382,282.29	79%	\$ 2,215,457.22	

¹ Sales Tax for Materials & Equipment Included

Progress Estimate - Unit Price Work						Contractor's Application for Payment							
Owner: City of David City						Owner's Project No.: _____							
Engineer: JEO Consulting Group, Inc.						Engineer's Project No.: 202024.00							
Contractor: Velocity Constructors Inc.						Contractor's Project No.: _____							
Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686													
Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686													
Application No.: 18		Application Period: From 08/01/24 to 09/01/24				Application Date: 09/01/24							
A	B	C	D	E	F	G	H	I	J	K	L		
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
Original Contract													
Base Bid ¹													
B-2	Install Aggregate Surfacing	358.00	TONS	42.50	15,215.00			-		-	0%	15,215.00	
B-3	Final Clearwell Roof Slab Rehabilitation	100.00	SF	140.30	14,030.00			-		-	0%	14,030.00	
Bid Alternate #3													
BA3-1	Install 6" Concrete Pavement ¹	1,324.00	SY	143.55	190,079.00			-		-	0%	190,079.00	
Original Contract Totals					\$	219,324.00		\$	-	\$	-	0%	\$ 219,324.00
Original Contract and Change Orders													
Project Totals					\$	219,324.00		\$	-	\$	-	0%	\$ 219,324.00

¹ Sales Tax for Materials & Equipment Included

Stored Materials Summary										Contractor's Application for Payment			
Owner: City of David City										Owner's Project No.:			
Engineer: EDC Consulting Group, Inc.										Engineer's Project No.:			
Contractor: Velocity Constructors Inc.										Contractor's Project No.:			
Project: 2022 Water Treatment Plant Upgrades, SRP Project No. 0311688										Contractor's Project No.:			
Contract: 2022 Water Treatment Plant Upgrades, SRP Project No. 0311688													
Application No.: 18										Application Date: 09/01/24			
Application Period: From 08/01/24 to 09/01/24													
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I - L) (\$)	
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J + K) (\$)		
8-1-19	5894991		Hard Pipe	On Site	3	36,399.00	-	36,399.00	36,399.00	-	36,399.00	-	
8-1-19	5898108		Hard Pipe	On Site	4	3,033.85	-	3,033.85	-	-	3,033.85	-	
8-1-19	5835976		Hard Pipe	On Site	4	4,484.62	-	4,484.62	-	-	4,484.62	-	
8-1-19	835125		Hard Pipe	On Site	4	6,039.99	-	6,039.99	-	-	6,039.99	-	
8-1-19	896907		Hard Pipe	On Site	4	23,979.17	-	23,979.17	-	-	23,979.17	-	
8-1-19	8897709		Hard Pipe	On Site	4	29,725.95	-	29,725.95	-	-	29,725.95	-	
8-1-29 & 38			Rebar	On Site	4	33,900.00	-	33,900.00	33,900.00	-	33,900.00	-	
8-1-19	T241554		Hard Pipe	On Site	5	370.34	-	370.34	-	-	370.34	-	
8-1-19	T203897		Hard Pipe	On Site	5	520.82	-	520.82	-	-	520.82	-	
8-1-19	T063762		Hard Pipe	On Site	5	1,012.90	-	1,012.90	-	-	1,012.90	-	
8-1-24, 37, 49, 52, 57	Pay App 2		Electrical Fixtures	On Site	5	30,708.14	-	30,708.14	-	-	30,708.14	-	
81-58	0902156-04		Electric Pumps	On Site	6	26,934.00	-	26,934.00	-	-	26,934.00	-	
81-47	34604		Mellen Valves PSV	On Site	7	27,865.08	-	27,865.08	-	-	27,865.08	-	
81-43	26123		Misc Metals Decking	On Site	7	5,000.00	-	5,000.00	-	-	5,000.00	-	
8-1-17	13 Invoices		Electrical	On Site	7	112,151.76	-	112,151.76	-	-	112,151.76	-	
8-1-22	82500		WestTech	Submittals	7	22,224.99	-	22,224.99	-	-	22,224.99	-	
81-31	228627		Overhead Doors	On Site	8	17,000.00	-	17,000.00	-	-	17,000.00	-	
8-1-19	8 Invoices		Hard Pipe	On Site	9	15,646.48	-	15,646.48	-	-	15,646.48	-	
8-1-47	Mellen		Air Vac	On Site	9	3,442.69	-	3,442.69	-	-	3,442.69	-	
8-1-53	1 Invoice		Inside Pipe	On Site	9	23,997.39	-	23,997.39	-	-	23,997.39	-	
8-1-17	T897108		Lang Fence	On Site	9	21,500.00	-	21,500.00	-	-	21,500.00	-	
8-1-40			Vertical Turbine Pumps	On Site	10	85,940.88	-	85,940.88	85,940.88	-	85,940.88	-	
8-1-05	HDA		Electrical HDA	Pictures	10	143,249.80	-	143,249.80	-	-	143,249.80	-	
8-1-22	Mellen		Gate Valves	On Site	10	20,930.00	-	20,930.00	-	-	20,930.00	-	
8-1-47	CBM		Clearwell Pipe	On Site	10	6,051.55	-	6,051.55	6,051.55	-	6,051.55	-	
8-1-22	Vesco		Blower	On Site	11	50,000.00	-	50,000.00	-	-	50,000.00	-	
8-1-25	Gurney		Split Case Pump	On Site	11	18,227.00	-	18,227.00	-	-	18,227.00	-	
81-47	8 Invoices		Piping	On Site	11	29,798.23	-	29,798.23	-	-	29,798.23	-	
8-1-50	Gurney		Chem Feed	On Site	12	113,869.00	-	113,869.00	-	-	113,869.00	-	
8-1-22	WestTech		Trussing	On Site	12	303,664.94	-	303,664.94	50,000.00	-	303,664.94	-	
8-1-56	Mellen		Valves	On Site	12	7,651.85	-	7,651.85	-	-	7,651.85	-	
8-1-56	3 Invoice		Inside Piping	Onsite	12	34,824.08	-	34,824.08	-	-	34,824.08	-	
8-1-22	84211		Filter Bahab - WestTech	Onsite	13	187,247.48	-	187,247.48	-	-	187,247.48	-	
8-1-22	35522		Mellen - Valves	Onsite	13	90,506.40	-	90,506.40	-	-	90,506.40	-	
8-1-19	35489		Mellen - Valves	Onsite	13	24,828.20	-	24,828.20	-	-	24,828.20	-	
8-1-19	35508		Mellen - Valves	Onsite	13	44,039.30	-	44,039.30	-	-	44,039.30	-	
8-1-16	10 Inv		Crew and Man - Piping	Onsite	13	39,821.77	-	39,821.77	-	-	39,821.77	-	
8-1-11	Pay App 1		Stylight	Onsite	14	24,882.00	-	24,882.00	-	-	24,882.00	-	
81-18, 44, 45, 48, BA2-1	Pay App		Misc Metals Decking	Onsite	14	45,000.00	-	45,000.00	-	-	45,000.00	-	
BA1-1	35785		Valves	Onsite	14	50,000.00	-	50,000.00	-	-	50,000.00	-	
8-1-19	CI 438085		BCP	Onsite	14	2,671.00	-	2,671.00	-	-	2,671.00	-	
8-1-16	1050028		Piping	Onsite	14	6,933.75	-	6,933.75	-	-	6,933.75	-	
8-1-05	12156		Exclosures	Onsite	14	13,819.66	-	13,819.66	-	-	13,819.66	-	
8-1-53	2212-15350		Valves	Onsite	14	30,555.80	-	30,555.80	-	-	30,555.80	-	
8-1-08	Pay App		Misc Metals Decking	Onsite	14	40,000.00	-	40,000.00	-	-	40,000.00	-	

Stored Materials Summary						Contractor's Application for Payment							
Owner: City of David City						Owner's Project No.: _____							
Engineer: JEO Consulting Group, Inc.						Engineer's Project No.: 202024.00							
Contractor: Velocity Constructors Inc.						Contractor's Project No.: _____							
Project: 2022 Water Treatment Plant Upgrades, SIF Project No. 0311686													
Contract: 2022 Water Treatment Plant Upgrades, SIF Project No. 0311686													
Application No.: 18		Application Period: From 08/01/24 to 09/01/24				Application Date: 09/01/24							
A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			M Materials Remaining in Storage (I - J) (\$)	
						G Previous Amount Stored (\$)	H Amount Stored this Period (\$)	I Amount Stored to Date (G + H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J + K) (\$)		
B-1.36			Check Valves	Onsite	15	15,817.55		15,817.55				-	15,817.55
B-1.25			RO Submittal	Submittals	15	182,064.25		182,064.25				-	182,064.25
B-1.14			Plastic Cabinets	Onsite	15	18,159.93		18,159.93				-	18,159.93
B1.36			Check Valves	Onsite	16	15,817.55		15,817.55				-	15,817.55
B1.05	2 Invoices		Programming	Onsite	16	42,045.13		42,045.13				-	42,045.13
B1.36	3 Invoices		Piping	Onsite	16	5,042.47		5,042.47				-	5,042.47
B1.36	00810183		Piping	Onsite	18	15,316.81		15,316.81				-	15,316.81
												-	-
												-	-
Totals						\$ 1,954,695.58	\$ -	\$ 1,954,695.58	\$ 70,299.00	\$ 141,994.43	\$ 212,293.43	\$ -	\$ 1,727,085.34

Council member Tom Kobus made a motion to approve Pay Estimate #6 in the amount of \$776,485.97 to BRB Contractors, Inc. for the Wastewater Treatment Plant Improvement Project. 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, Kevin Woita: Yea
 Yea: 6, Nay: 0

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Contractor's Application for Payment No. 6		
	Application Period: Through 8/28/2024	Application Date: 8/28/2024
To (Owner): David City, NE	From (Contractor): BRB Contractors, Inc.	Via (General Contractor):
Project: David City WWTP Facility Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No.: NE30AY	Engineer's Project No.: 6475

Application For Payment
 Change Order Summary

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$ 516,882,800.00
2. Net change by Change Orders.....	\$
3. Current Contract Price (Line 1 + 2a-2b).....	\$ 516,882,800.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 54,467,007.25
5. RETAINAGE:	
a. 5% X \$2,588,200.00 Work Completed.....	\$ 5125,410.00
b. 5% X \$1,958,807.25 Stored Material.....	\$ 979,403.66
c. Total Retainage (Line 5a + Line 5b).....	\$ 5223,350.36
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 54,243,656.89
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 53,467,170.92
8. AMOUNT DUE THIS APPLICATION.....	\$ 576,485.97
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 512,638,343.11

Contractor's Certification

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

By: *[Signature]*
 Josh Kling
 Project Manager
 BRB Contractors, Inc.

Date: 8/30/2024

Payment of: \$ 576,485.97
 (Line 8 or other - attach explanation of the other amount)

is recommended by: *[Signature]* 8/30/2024
 (Engineer) (Date)

Payment of: \$ 576,485.97
 (Line 8 or other - attach explanation of the other amount)

is approved by: *[Signature]* 9-11-24
 (Owner) (Date)

Approved by: _____
 (Date)

Council member Tom Kobus made a motion to approve Pay Application #4 for IES Commercial, Inc. in the amount of \$344,344.12 for the '2023 AGP Substation' Project. Council Member Jim Angell seconded the motion. The motion carried.
 Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
 Yea: 6, Nay: 0

Contractor's Application for Payment

Owner: <u>City of David City</u>	Owner's Project No.: _____
Engineer: <u>JEO Consulting Group, Inc.</u>	Engineer's Project No.: <u>220993.00</u>
Contractor: <u>IES Commerical, Inc.</u>	Contractor's Project No.: <u>555042002</u>
Project: <u>2023 AGP Substation</u>	_____
Contract: <u>2023 AGP Substation</u>	_____
Application No.: <u>4</u>	Application Date: <u>8/26/2024</u>
Application Period: From <u>8/1/2024</u> to <u>8/30/2024</u>	

1. Original Contract Price	\$ 2,416,450.00
2. Net change by Change Orders	\$ 265,681.34
3. Current Contract Price (Line 1 + Line 2)	\$ 2,682,131.34
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,087,402.50
5. Retainage	
a. <u>5%</u> X \$ <u>1,087,402.50</u> Work Completed =	\$ 54,370.13
b. <u>5%</u> X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 54,370.13
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,033,032.37
7. Less previous payments (Line 6 from prior application)	\$ 688,688.25
8. Amount due this application	\$ 344,344.12
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 1,649,098.97

Contractor's Certification

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

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

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

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

Contractor: IES Commerical, Inc.

Signature: [Signature] **Date:** 9-5-24

Recommended by Engineer

Approved by Owner

By: [Signature]
Title: Electrical Senior Project Manager
Date: September 5, 2024

By: _____
Title: _____
Date: _____

Approved by Funding Agency

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Progress Estimate - Unit Price Work											Contractor's Application for Payment			
Owner: City of David City											Owner's Project No.: 88CF1			
Engineer: 3RD Consulting Group, Inc.											Engineer's Project No.: 181463.00			
Contractor: IBS Commercial, Inc.											Contractor's Project No.: 555032004			
Project: 2023 AGP Substation														
Contract: 2023 AGP Substation														
Application No.: 4											Application Period: From 08/01/24 to 08/30/24		Application Date: 08/26/24	
A	B	C	D	E	F	G	H	I	J	K	L			
Contract Information				Work Completed										
Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)			
Original Contract														
Group A														
1	Substation Installation, Complete and Operational	1.00	LS	\$2,416,450.00	2,416,450.00	0.45	1,087,402.50		1,087,402.50	45%	1,329,047.50			
Original Contract Totals					\$ 2,416,450.00		\$ 1,087,402.50	\$ -	\$ 1,087,402.50	45%	\$ 1,329,047.50			
Change Orders														
Change Order #1		1.00		405,350.00	405,350.00		-		-	0%	405,350.00			
Change Order #2		1.00		(139,668.66)	(139,668.66)		-		-	0%	(139,668.66)			
Change Order Totals					\$ 285,681.34		\$ -	\$ -	\$ -	0%	\$ 285,681.34			
Original Contract and Change Orders														
Project Totals					\$ 2,582,131.34		\$ 1,087,402.50	\$ -	\$ 1,087,402.50	41%	\$ 1,594,728.84			

Unit Price

E/CDC C-600 Contractor's Application for Payment
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1 of 1

Council member Bruce Meysenburg introduced Ordinance No. 1491 confirming the sale of real property located at 1115 C Street, David City, NE to Ratkovec Construction. Mayor Jessica Miller read Ordinance No. 1491 by title.

Council member Keith Marvin made a motion to suspend the statutory rule that requires an Ordinance to be read on three separate days. Council Member Bruce Meysenburg seconded the motion. The motion carried.

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

Council member Keith Marvin made a motion to pass and adopt Ordinance No. 1491 on third and final reading confirming the sale of Real Property located at 1115 C Street, David City, NE to Ratkovec Construction. Council Member Bruce Meysenburg seconded the motion. The motion carried.

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

ORDINANCE NO. 1491

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, CONFIRMING THE SALE OF REAL PROPERTY LOCATED AT 1115 C STREET, DAVID CITY, NEBRASKA;

WHEREAS, the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**") owns that certain real property located at 1115 C Street, David City, Nebraska, and legally described and depicted in **EXHIBIT A**, attached hereto and incorporated herein by this reference ("**Property**"); and

WHEREAS, the City desired to sell the Property and the City accepted sealed bids for the Property on June 12, 2024

WHEREAS, the City passed Resolution 18-2024 thereby accepting Ratkovec Construction ("**Buyer**") bid of twenty-four thousand and two-hundred dollars and zero cents (\$24,200.00) for the Property and authorizing the City to execute that certain Purchase and Sale Agreement, an executed copy of which is attached hereto and incorporated herein as **EXHIBIT B**; and

WHEREAS, pursuant to Nebraska Revised Statute section 17-503(2) the City must publish the terms of such sale in a legal newspaper of general circulation in the City once a week for three consecutive weeks (collectively, "**Notice**"); and

WHEREAS, the City did in fact provide Notice by publishing in the Banner-Press newspaper on July 18, 2024, July 25, 2024, and August 1, 2024 thereby satisfying this statutory notice requirement; and

WHEREAS, section 17-503(3) of the Nebraska Revised Statutes further requires that for a period of thirty (30) days beginning after third publication of Notice the registered voters of the City may submit a "Remonstrance Petition" thereby stopping the City from selling the Property for one (1) year ("**Right of Remonstrance Period**"); and

WHEREAS, the Right of Remonstrance Period for the Property began on August 2, 2024 and concluded on September 1, 2024 and during such time the City did not receive a Remonstrance Petition; and

WHEREAS, the City desires to confirm its conveyance of the Property to Buyer pursuant to section 17-503(5) of the Nebraska Revised Statutes and to authorize the City to execute that certain quitclaim deed attached hereto and incorporated herein as **EXHIBIT C** ("**Deed**");.

WHEREAS, the City finds it in the best interest of the City to confirm its conveyance of the Property to Buyer.

NOW, THEREFORE, BE IT ORDAINED, the Mayor and City Council of the City of David City, Nebraska, hereby agrees as follows:

1. The sale of the Property to Buyer is hereby confirmed as of the date of this ordinance.
2. The Mayor and City Clerk are hereby authorized to execute all documents as reasonably necessary to convey the Property to Buyer.

Passed and approved this 11TH day of September, 2024.

Mayor Jessica Miller

ATTEST:

City Clerk Tami Comte

EXHIBIT A
The Property

Legal Description:

Lot Two (2) and the North Half (N1/2) of Lot Three (3), Block Ten (10), East David City Addition to Section Twenty (20), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., of the City of David City, Butler County, Nebraska.

Property Address:

1115 C Street
David City, Nebraska 68632

Parcel Number:

1200006916

EXHIBIT B

Copy of Executed Purchase and Sale Agreement

(SEE ATTACHED)

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT ("**Agreement**") is effective as of the date last written below ("**Effective Date**") by and between THE CITY OF DAVID CITY NEBRASKA, a municipal corporation and city of the second class ("**Seller**") and RATKOVEC CONSTRUCTION, LLC, a Nebraska limited liability company (collectively, "**Buyer**"). Seller and Buyer are herein referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

- A. Seller owns that certain real property in Butler County, Nebraska as shown on **EXHIBIT A**, attached hereto and incorporated herein ("**Property**"); and
- B. Buyer wishes to purchase, and Seller wishes to sell the Property, on the terms and conditions herein.

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

AGREEMENT

1. **Property**. Seller agrees to sell and Buyer agrees to purchase all of Seller's right, interest, and title to the Property.
 - a. **Right of Remonstrance Period**. The Parties expressly acknowledge and agree that the Seller's obligation to convey the Property to Buyer is expressly conditional upon the Property satisfying the thirty (30)-day statutory Right of Remonstrance Period as section 17-503(3) of the Nebraska Revised Statutes so requires ("**Right of Remonstrance Period**"). In the event Seller is unable to convey the Property as a result of a validly submitted remonstrance petition, pursuant to section 17-503(1) of the Nebraska Revised Statutes, this Agreement shall automatically terminate and Seller shall return the Earnest Deposit (defined below) to Buyer. Notwithstanding anything else in this Agreement to the contrary, Seller's execution of the Quitclaim Deed (defined below) shall not constitute a waiver of this statutory requirement nor an acknowledgement of its satisfaction and the only evidence of the Seller's satisfaction of the Right of Remonstrance Period and this condition of Seller's obligation to convey the Property is Seller's passing of an ordinance confirming the sale of the Property pursuant to section 17-503(5) of the Nebraska Revised Statutes.
2. **Purchase Price**. Buyer agrees to pay and Seller agrees to accept Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) ("**Purchase Price**") for the Property. Such Purchase Price is due and payable to Seller at the Closing Date (defined below).

6422039.1

EXHIBIT B

3. **Earnest Deposit.** Buyer will pay directly to Seller within five (5) business days after the Effective Date an earnest money deposit of Five Thousand Dollars and Zero Cents (\$5,000.00) ("**Earnest Deposit**"). The Earnest Deposit shall be nonrefundable to Buyer except as specifically provided in this Agreement but will be applied toward payment of the Purchase Price at Closing. If Buyer fails to remit the Earnest Deposit as provided above this Agreement shall immediately terminate upon written notice from Seller to Buyer.

4. **Closing.** The closing of the sale of the Property ("**Closing**") shall take place as soon as possible after the Effective Date and in no event earlier than sixty (60) days after the Effective Date ("**Closing Date**") at Seller's offices located at 490 E Street, David City, Nebraska 68632. If the Closing Date falls on a weekend day or a banking holiday, the Closing Date shall be the next business day thereafter. Seller agrees not to sell, lease, or otherwise convey or encumber, all or a portion of, the Property between the Effective Date and the Closing Date. The Parties may extend the Closing Date by mutual written consent.

a. At Closing, Seller shall deliver to Buyer:

- (1) A duly executed and acknowledged Quitclaim Deed for the Property;
- (2) A non-foreign person affidavit reasonably acceptable to Buyer, if section 76-2,141 of the Nebraska Revised Statutes so requires one;
- (3) All other Seller documents necessary to close this transaction in accordance with the terms of this Agreement; and
- (4) Possession of the Property.

b. At Closing, Buyer shall deliver to Seller:

- (1) The Purchase Price;
- (2) All other Buyer documents necessary to close this transaction in accordance with the terms of this Agreement.

5. **Expenses to be Paid at or Prior to Closing.**

a. Seller shall pay on or before Closing: Half of the costs of any escrow or closing fee, if any; all applicable real estate transfer taxes; all of Seller's attorney's fees; the cost of preparation of the Quitclaim Deed; and all other expenses stipulated to be paid by Seller under other provisions of this Agreement.

b. Buyer shall pay in cash on or before Closing: All of the cost of any title insurance policy and endorsements, environmental surveys or other studies on the Property that Buyer elects in its sole cost and discretion to obtain; half of the costs of any escrow or closing fee, if any; all costs of recording the Quitclaim Deed (excluding real estate transfer taxes); all of Buyer's attorney's fees; and all other expenses stipulated to be paid by Buyer under other provisions of this Agreement.

6. **Prorations.**

a. *Real Estate Taxes.* All real estate taxes becoming delinquent in the year Closing occurs shall be prorated between the Parties as of the Closing Date. Real estate tax proration shall be based upon the then-most current property valuations and upon the most current tax rate as determined by law.

b. *Association Dues and Special Assessments.* All association dues and assessments and all special assessments for public improvements due and payable but not yet delinquent or for which construction commences as of the Closing Date, shall be prorated between the Parties as of the Closing date.

9. **Default.** Unless otherwise provided for herein, if Seller fails or refuses, in violation of this Agreement, to comply with any obligation herein, Buyer's only remedies shall be to either (a) terminate this Agreement, in which event Seller shall return the Earnest Deposit to Buyer, or (b) bring an action to specifically enforce this Agreement; provided, if Buyer fails to bring any such action within one-hundred and eighty (180) days after the Closing Date Buyer shall forfeit and waive any such right to such remedy. In the event Buyer fails or refuses, in violation of this Agreement, to comply with any obligation set forth herein, Seller's sole and only remedy shall be to terminate this Agreement and retain as Seller's property the Earnest Deposit.

10. **No Representations of Seller.** The Parties acknowledge and accept that Seller makes no representations of any kind with respect to the title to or the condition of the Property. Buyer acknowledges, agrees, and accepts that at Closing Seller will provide and Buyer will accept a Quitclaim Deed for the Property. Buyer waives any and all claims against Seller related to the Property. This provision shall specifically survive closing and shall not merge into the Quitclaim Deed.

11. **Condemnation.** If prior to Closing, condemnation proceedings commence against all or a portion of the Property, Buyer, at Buyer's option, may terminate this Agreement by written notice to Seller within ten (10) business days after Buyer receives notice of such condemnation proceedings. If Buyer elects to terminate the Agreement neither party shall have any further rights or obligations pursuant to this Agreement as to such Property (unless otherwise provided herein to survive such termination). If Buyer does not elect to terminate the Agreement, the Parties shall close this Agreement without adjustment to the Purchase Price and Buyer shall have the right to participate with Seller in such condemnation proceedings prior to Closing, and appear on its own behalf following Closing. Any condemnation award or payment in lieu of such condemnation proceeds made after Closing shall belong to Buyer but shall not reduce the Purchase Price for the Property.

12. **Brokers' Fees.** Neither Party engaged the services of a real estate broker in connection with this Agreement. Each Party hereto shall indemnify and hold the other party harmless (which indemnification shall survive Closing or any termination of this Agreement) from any and all claims and/or expense resulting to the indemnified party by reason of such representation being incorrect.

13. **“As-Is” Purchase.** BUYER’S PURCHASE OF THE PROPERTY HEREUNDER is “AS-IS”, “WHERE-IS” AND “WITH ALL FAULTS”, AND BUYER IS CONCLUDING THIS PURCHASE SOLELY ON ITS OWN INSPECTION AND INVESTIGATION OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE ANY REPRESENTATIONS AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT ON WHICH BUYER IS RELYING AS TO ANY MATTERS CONCERNING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE REAL ESTATE, IMPROVEMENTS, LEASES, CONTRACTS, DEVELOPMENT RIGHTS, TAXES, BONDS, PERMISSIBLE USES, WATER OR WATER RIGHTS, TOPOGRAPHY, UTILITIES, ZONING, SOIL, SUBSOIL, THE PURPOSES FOR WHICH THE PROPERTY IS TO BE USED, DRAINAGE, ENVIRONMENTAL OR BUILDING LAWS, RULES OR REGULATIONS, OR ANY OTHER REPRESENTATIONS OR WARRANTIES). UPON CLOSING ON THE PURCHASE OF THE PROPERTY, BUYER HEREBY WAIVES ANY CLAIM IT MAY HAVE AGAINST SELLER AS TO MATTERS RELATED TO THE PROPERTY OR SELLER OF WHICH BUYER HAS KNOWLEDGE AT CLOSING. THE PROVISION OF THIS SECTION SHALL EXPRESSLY SURVIVE CLOSING.

14. **Notice.** Any notice required hereunder shall be sent to the following addresses unless the Parties agree, in writing, to change the following:

To SELLER:

The City of David City, Nebraska
c/o Tami Comte
490 E Street, P.O. Box 191
David City, NE 68632
tcomte@davidcityne.gov
(402) 367-3135

With a Copy To:

Baird Holm LLP
c/o David C. Levy
1700 Farnam Street, Suite 1500
Omaha, NE 68102-2068
(402) 344-0500
dlevy@bairdholm.com

To BUYER:

Ratkovec Construction, LLC
c/o Cole Ratkovec

With a Copy To:

15. **Governing Law.** The laws of the State of Nebraska shall govern this Agreement and any action hereunder shall be brought only in the state or federal court having jurisdiction in Butler County, Nebraska.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

17. **Severability.** If any one or more of the provisions of this Agreement are held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties and cannot be modified except with the Parties' mutual, written consent.

19. **Counterparts.** This Agreement may be executed in a number of identical counterparts and each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

SELLER

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

By: Jessica Miller
Jessica Miller, Mayor

Date: 9-9-24

BUYER

RATKOVEC CONSTRUCTION, LLC,
a Nebraska limited liability company

By: U. Pate

Name: Cde Rathovec

Its: Owner

Date: 9-9-24

6422039.1

EXHIBIT B

EXHIBIT A

DESCRIPTION OF PROPERTY

Legal Description:

Lot Two (2) and the North Half (N1/2) of Lot Three (3), Block Ten (10), East David City Addition to Section Twenty (20), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., of the City of David City, Butler County, Nebraska.

Property Address:

1115 C Street
David City, Nebraska 68632

Parcel Number:

1200006916

EXHIBIT A

6422039.1

EXHIBIT B

6148984.1

EXHIBIT C

Copy of Executed Quitclaim Deed

(SEE ATTACHED)

(Above space reserved for Register of Deeds)

Prepared By and Return to:

City of David City
c/o Tami Comte
490 E Street, P.O. Box 191
David City, NE 68632

QUITCLAIM DEED

THE CITY OF DAVID CITY, NEBRASKA, a municipal corporation and city of the second class ("**Grantor**"), for One Dollar and Zero Cents (\$1.00), and other good and valuable consideration the receipt and sufficiency of which the Parties hereby acknowledge and accept, hereby conveys and quitclaims to **RATKOVEC CONSTRUCTION**, a Nebraska Limited Liability Company, all right, title and interest in and to, whether beneficial or actual, that certain real estate (as Nebraska Revised Statutes section 76-201 so defines) in Butler County, Nebraska, as legally described and depicted in **EXHIBIT A**, attached hereto and incorporated herein ("**Property**").

Executed: Sept. 9th, 2024.

Jessica Miller
Jessica Miller, Mayor
The City of David City, Nebraska

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing Warranty Deed was acknowledged before me on this 9th day of September, 2024 by **JESSICA MILLER**, as Mayor of the City of David City, Nebraska, a municipal corporation and city of the second class, Grantor.



Tami L. Comte
Notary Public
January 25, 2026
Commission Expiration Date:

EXHIBIT A

Legal Description of the Property

Legal Description:

Lot Two (2) and the North Half (N1/2) of Lot Three (3), Block Ten (10), East David City Addition to Section Twenty (20), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., of the City of David City, Butler County, Nebraska.

Property Address:

1115 C Street
David City, Nebraska 68632

Parcel Number:

1200006916

6422032.1

Council member Keith Marvin made a motion to pass and adopt Resolution No. 23-2024 authorizing the Mayor and City Council to execute a purchase and sale agreement and deed to convey the property located on North 1th Street between "E" Street and the Nebraska Central Railroad. Council Member Kevin Woita seconded the motion. The motion carried.
Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

RESOLUTION NO. 23 -2024

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, AUTHORIZING THE SALE OF REAL PROPERTY LOCATED IN DAVID CITY, BUTLER COUNTY, NEBRASKA.

WHEREAS, the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**"), owns that certain real property located in City legally described in **EXHIBIT A**, attached hereto and incorporated herein ("**Property**"); and

WHEREAS, City received a bid for the Property from Jeremy W. Abel and Amy J. Abel, husband and wife (collectively "**Buyer**"), of Four Thousand and Five-Hundred Dollars and Zero Cents (\$4,500.00) ("**Bid**"); and

WHEREAS, City desires to accept the Bid and convey the Property to Buyer by executing that certain Purchase and Sale Agreement as shown in **EXHIBIT B**, attached hereto and incorporated herein ("**PSA**"), and that certain quitclaim deed in **EXHIBIT C**, attached hereto and incorporated herein ("**Deed**"); and

WHEREAS, City must first complete the Right of Remonstrance Period pursuant to Nebraska Revised Statutes section 17-503 to complete its conveyance of the Property; and

WHEREAS, City finds that the Bid is a fair and reasonable price for the Property; and

WHEREAS, the City finds it in the best interest of the City to accept the Bid and execute the PSA and Deed, and convey the Property to Buyer.

NOW, THEREFORE, the Mayor and City Council of the City of David City, Nebraska, hereby resolve as follows:

1. The Mayor and City Clerk are hereby directed to execute the PSA in substantially the form attached hereto, and other documents as reasonably necessary to convey the Property to Buyer.
2. The City Clerk is hereby directed to publish the terms of the sale in a legal newspaper of general circulation in the city once a week for three weeks pursuant to section 17-503(2) of the Nebraska Revised Statutes.
3. The Mayor and City Clerk are hereby authorized and directed, upon passing the Right of Remonstrance Period, to execute and deliver the Deed to Buyer in substantially the form attached hereto and to pass an ordinance confirming the sale pursuant to section 17-503(5) of the Nebraska Revised Statutes and all other applicable law.

4. The City and City Clerk are hereby authorized to perform other such actions and execute such other documents as reasonably necessary to convey the Property to Buyer.

5. All resolutions or portions of resolutions in conflict with any portion of this Resolution are hereby repealed to the extent of any conflict therewith.

Passed and approved this 11th day of September, 2024.

Mayor Jessica Miller

ATTEST:

City Clerk Tami Comte

EXHIBIT A
The Property

Legal Description:

The South Forty (40) Feet of Lot 1, Block 1, Miles 4th Addition to the City of David City, in Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska.

EXHIBIT B

Purchase and Sale Agreement

(SEE ATTACHED)

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT ("**Agreement**") is effective as of the date last written below ("**Effective Date**") by and between THE CITY OF DAVID CITY NEBRASKA, a municipal corporation and city of the second class ("**Seller**") and JEREMY W. ABEL and AMY J. ABEL, husband and wife (collectively, "**Buyer**"). This Agreement refers to Seller and Buyer individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. Seller owns that certain real property in Butler County, Nebraska, as shown on **EXHIBIT A**, attached hereto and incorporated herein ("**Property**"); and

B. Buyer wishes to purchase and Seller wishes to sell the Property subject to this Agreement.

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

AGREEMENT

1. **Property.** Seller agrees to sell and Buyer agrees to purchase all of Seller's right, interest, and title in and to the Property.

a. **Right of Remonstrance Period.** Seller's obligation to convey the Property to Buyer is expressly conditional upon the Property satisfying the thirty (30)-day statutory Right of Remonstrance Period as section 17-503(3) of the Nebraska Revised Statutes so requires ("**Right of Remonstrance Period**"). In the event Seller is unable to convey the Property as a result of a validly submitted remonstrance petition, pursuant to section 17-503(1) of the Nebraska Revised Statutes, this Agreement shall automatically terminate and Seller shall return the Earnest Deposit (defined below) to Buyer. Notwithstanding anything in this Agreement to the contrary, Seller's execution of the Quitclaim Deed (defined below) shall not constitute a waiver of this statutory requirement nor an acknowledgement of its satisfaction and the only evidence of the Seller's satisfaction of the Right of Remonstrance Period and this condition of Seller's obligation to convey the Property is Seller's passing of an ordinance confirming the sale of the Property pursuant to section 17-503(5) of the Nebraska Revised Statutes.

2. **Purchase Price.** Buyer shall pay and Seller shall accept Four Thousand and Five-Hundred Dollars and Zero Cents (\$4,500.00) ("**Purchase Price**") for the Property. Such Purchase Price is due and payable to Seller at the Closing Date (defined below).

3. **Earnest Deposit.** Buyer will pay to Seller within five (5) business days after the Effective Date an earnest money deposit of Five Hundred Dollars and Zero Cents (\$500.00) ("**Earnest Deposit**"). The Earnest Deposit shall be nonrefundable to Buyer except as specifically provided in this Agreement but will be applied toward payment of the Purchase Price at Closing. If Buyer fails to remit the Earnest Deposit as provided above Seller may terminate this Agreement at its sole discretion by providing written notice to Buyer.

4. **Closing.** Closing of the sale of the Property ("**Closing**") shall take place as soon as possible after Seller confirms the conveyance of the Property to Buyer by ordinance pursuant to section 17-503(5) of the Nebraska Revised Statutes ("**Closing Date**"). Closing shall occur at Seller's offices located at 490 E Street, David City, Nebraska 68632. If the Closing Date falls on a weekend day or a banking holiday, the Closing Date shall be the next business day thereafter. Seller agrees not to sell, lease, or otherwise convey or encumber, all or a portion of, the Property between the Effective Date and the Closing Date. The Parties may extend the Closing Date by mutual written consent.

- a. At Closing, Seller shall deliver to Buyer:
 - (1) A duly executed and acknowledged Quitclaim Deed for the Property;
 - (2) A non-foreign person affidavit reasonably acceptable to Buyer, if section 76-2,141 of the Nebraska Revised Statutes so requires one;
 - (3) All other Seller documents necessary to close this transaction in accordance with the terms of this Agreement; and
 - (4) Possession of the Property.
- b. At Closing, Buyer shall deliver to Seller:
 - (1) The Purchase Price;
 - (2) All other Buyer documents necessary to close this transaction in accordance with the terms of this Agreement.

5. **Expenses to be Paid at or Prior to Closing.**

a. Seller shall pay on or before Closing: Half of the costs of any escrow or closing fee, if any; all applicable real estate transfer taxes; all of Seller's attorney's fees; the cost of preparation of the Quitclaim Deed; and all other expenses stipulated to be paid by Seller under other provisions of this Agreement.

b. Buyer shall pay in cash on or before Closing: All of the cost of any title insurance policy and endorsements, environmental surveys or other studies on the Property that Buyer elects in its sole cost and discretion to obtain; half of the costs of any escrow or closing fee, if any; all costs of recording the Quitclaim Deed (excluding real estate transfer taxes); all of Buyer's attorney's fees; and all other expenses stipulated to be paid by Buyer under other provisions of this Agreement.

6. **Prorations.**

a. **Real Estate Taxes.** All real estate taxes becoming delinquent in the year Closing occurs shall be prorated between the Parties as of the Closing Date. Real estate tax proration shall be based upon the then-most current property valuations and upon the most current tax rate as determined by law.

b. **Association Dues and Special Assessments.** All association dues and assessments and all special assessments for public improvements due and payable but not yet delinquent or for which construction commences as of the Closing Date, if any, shall be prorated between the Parties as of the Closing date.

7. **Default.** Unless this Agreement otherwise provides, if Seller fails or refuses, in violation of this Agreement, to comply with any obligation herein, Buyer's only remedies shall be to either (a) terminate this Agreement, in which event Seller shall return the Earnest Deposit to Buyer, or (b) bring an action to specifically enforce this Agreement; provided, if Buyer fails to bring any such action within one-hundred and eighty (180) days after the Closing Date Buyer shall forfeit and waive any such right to such remedy. In the event Buyer fails or refuses, in violation of this Agreement, to comply with any obligation set forth herein, Seller's sole and only remedy shall be to terminate this Agreement and retain as Seller's property the Earnest Deposit.

8. **No Seller Representations.** The Parties acknowledge and accept that Seller makes no representations of any kind with respect to the title to or the condition of the Property. Buyer acknowledges, agrees, and accepts that at Closing Seller will provide and Buyer will accept a Quitclaim Deed for the Property. Buyer waives any and all claims against Seller related to the Property. This provision shall specifically survive closing and shall not merge into the Quitclaim Deed. Seller is a municipal corporation of the State of Nebraska, and Buyer's rights and remedies against Seller hereunder are expressly limited by that fact and by applicable law related to Nebraska municipal corporations.

9. **Condemnation.** If prior to Closing, condemnation proceedings commence against all or a portion of the Property, Buyer, at Buyer's option, may terminate this Agreement by written notice to Seller within ten (10) business days after Buyer receives notice of such condemnation proceedings. If Buyer elects to terminate the Agreement neither party shall have any further rights or obligations pursuant to this Agreement as to such Property (unless otherwise provided herein to survive such termination). If Buyer does not elect to terminate the Agreement, the Parties shall close this Agreement without adjustment to the Purchase Price and Buyer shall have the right to participate with Seller in such condemnation proceedings prior to Closing, and appear on its own behalf following Closing. Any condemnation award or payment in lieu of such condemnation proceeds made after Closing shall belong to Buyer but shall not reduce the Purchase Price for the Property.

10. **Brokers' Fees.** Neither Party engaged the services of a real estate broker in connection with this Agreement. Each Party hereto shall indemnify and hold the other party harmless (which indemnification shall survive Closing or any termination of this Agreement) from any and all claims and/or expense resulting to the indemnified party by reason of such representation being incorrect.

11. **“As-Is” Purchase.** BUYER’S PURCHASE OF THE PROPERTY HEREUNDER is “AS-IS”, “WHERE-IS” AND “WITH ALL FAULTS”, AND BUYER IS CONCLUDING THIS PURCHASE SOLELY ON ITS OWN INSPECTION AND INVESTIGATION OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE ANY REPRESENTATIONS AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT ON WHICH BUYER IS RELYING AS TO ANY MATTERS CONCERNING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE REAL ESTATE, IMPROVEMENTS, LEASES, CONTRACTS, DEVELOPMENT RIGHTS, TAXES, BONDS, PERMISSIBLE USES, WATER OR WATER RIGHTS, TOPOGRAPHY, UTILITIES, ZONING, SOIL, SUBSOIL, THE PURPOSES FOR WHICH THE PROPERTY IS TO BE USED, DRAINAGE, ENVIRONMENTAL OR BUILDING LAWS, RULES OR REGULATIONS, OR ANY OTHER REPRESENTATIONS OR WARRANTIES). UPON CLOSING ON THE PURCHASE OF THE PROPERTY, BUYER HEREBY WAIVES ANY CLAIM IT MAY HAVE AGAINST SELLER AS TO MATTERS RELATED TO THE PROPERTY OR SELLER OF WHICH BUYER HAS KNOWLEDGE AT CLOSING. THE PROVISION OF THIS SECTION SHALL EXPRESSLY SURVIVE CLOSING.

12. **Notice.** Any notice required hereunder shall be sent to the following addresses unless the Parties agree, in writing, to change the following:

To SELLER:

The City of David City, Nebraska
c/o Tami Comte
490 E Street, P.O. Box 191
David City, NE 68632
tcomte@davidcityne.gov
(402) 367-3135

With a Copy To:

Baird Holm LLP
c/o David C. Levy
1700 Farnam Street, Suite 1500
Omaha, NE 68102-2068
(402) 344-0500
dlevy@bairdholm.com

To BUYER:

Jeremy W. & Amy J. Abel

With a Copy To:

13. **Governing Law.** The laws of the State of Nebraska shall govern this Agreement and any action hereunder shall be brought only in the state or federal court having jurisdiction in Butler County, Nebraska.

14. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

15. **Severability.** If any one or more of the provisions of this Agreement are held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties and cannot be modified except with the Parties' mutual, written consent.

17. **Counterparts.** This Agreement may be executed in a number of identical counterparts and each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one Agreement.

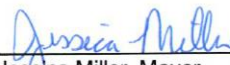
18. **No Oral Modification.** The Parties may not modify or amend this Agreement without executing a signed writing both Parties execute.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

SELLER

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

By: 
Jessica Miller, Mayor

Date: 9/11/2024

BUYER

JEREMY W. ABEL and AMY J. ABEL,
husband and wife


Jeremy W. Abel

Date: 9-13-2024


Amy J. Abel

Date: 9-13-24

EXHIBIT A

DESCRIPTION OF PROPERTY

Legal Description:

The Southern Forty (40) Feet of Lot 1, Block 1, Miles 4th Addition to the City of David City, in Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska.

EXHIBIT A

6473321.1

EXHIBIT C
Quitclaim Deed
(SEE ATTACHED)

(Above space reserved for Register of Deeds)

Prepared By and Return to:

City of David City
c/o Tami Comte
490 E Street, P.O. Box 191
David City, NE 68632

QUITCLAIM DEED

THE CITY OF DAVID CITY, NEBRASKA, a municipal corporation and city of the second class ("**Grantor**"), for One Dollar and Zero Cents (\$1.00), and other good and valuable consideration the receipt and sufficiency of which the Parties hereby acknowledge and accept, hereby conveys and quitclaims to **JEREMY W. ABEL** and **AMY J. ABEL**, husband and wife (collectively, "**Grantee**"), all right, title and interest in and to, whether beneficial or actual, that certain real estate (as Nebraska Revised Statutes section 76-201 so defines) in Butler County, Nebraska, legally described as ("**Property**"):

The Southern Forty (40) Feet of Lot 1, Block 1, Miles 4th Addition to the City of David City, in Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska.

Executed: September 11, 2024.





Jessica Miller, Mayor
The City of David City, Nebraska

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing Warranty Deed was acknowledged before me on this 11th day of September, 2024 by **JESSICA MILLER**, as Mayor of the City of David City, Nebraska, a municipal corporation and city of the second class, Grantor.





Notary Public Tami L. Comte


Commission expires

Council member Keith Marvin made a motion to pass and adopt Ordinance No. 1489 annexing the Campbell property in Butler County, Nebraska, on 3rd and final reading. Council Member Kevin Woita seconded the motion. The motion carried.

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

ORDINANCE NO. 1489

AN ORDINANCE TO EXTEND THE BOUNDARIES AND INCLUDE WITHIN THE CORPORATE LIMITS OF, AND TO ANNEX TO, THE CITY OF DAVID CITY, NEBRASKA, BUTLER COUNTY, NEBRASKA CERTAIN PROPERTY AS DESCRIBED; TO PROVIDE BENEFITS THERETO; TO PROVIDE FOR SEVERABILITY; TO CONFIRM ZONING CLASSIFICATION; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE THEREOF; AND TO AUTHORIZE PUBLICATION IN PAMPHLET FORM.

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

SECTION 1. It is hereby found and determined by the Mayor and City Council that:

- (a) The tract of real estate described in Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth is urban and suburban in character and contiguous and adjacent to the corporate limits of said City of David City, Nebraska (the "City");
- (b) Police, fire, and snow removal benefits will be immediately available thereto, and City water service will be available as provided by law;
- (c) The Comprehensive Plan designation and zoning classification of such territory as shown in the Comprehensive Plan and on the official zoning map of the City, is hereby confirmed and consistent with the requirements for annexation;
- (d) The territory to be annexed is developed with industrial, commercial or residential development or is in the regular and orderly path of development of the City for such uses, and any such land that may be of agricultural use currently is urban in character due to its proximity to the City and the City's planned future land use of such territory as set forth in the Comprehensive Plan and zoning map of the City;
- (e) Annexing the territory will promote growth, increase the City's population and tax base, and preserve the City's future growth areas; and
- (f) There is a unity of interest in the use of such territory with the use of lots, lands, streets, and highways in the City, and the community convenience and welfare and the interest of said City will be enhanced through incorporating such territory within the corporate limits of said City.

SECTION 2: That the boundaries of the City of David City, Nebraska, be and hereby are, extended to include within the corporate limits of said City the contiguous and adjacent territory described in Exhibit "A".

SECTION 3: That a certified copy of this Ordinance, together with the map of the territory, be filed on record in the Offices of the County Clerk of Butler County, Nebraska.

SECTION 4: That said territory is hereby annexed to the City of David City, Nebraska with all rights and obligations appurtenant thereto and arising by virtue of inclusion in the corporate limits of the City of David City, Nebraska.

SECTION 5: Upon this Ordinance taking effect, the police, fire snow removal and other municipal services of said City shall be furnished to the territory herein annexed, and water service will be available as provided by law.

SECTION 6: If any section, subsection, sentence, clause or phrase of this Ordinance or the annexation of the territory by this Ordinance is for any reason held to be unconstitutional or involved, such decision shall not affect the validity of the annexation of other tracts of land, streets or highways by this Ordinance, since it is the express intent of the Mayor and City Council to enact each section, subsection, clause or phrase separately and to annex each tract of land separately.

SECTION 7: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 8: This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED and APPROVED this 11th day of September, 2024.

Mayor Jessica Miller

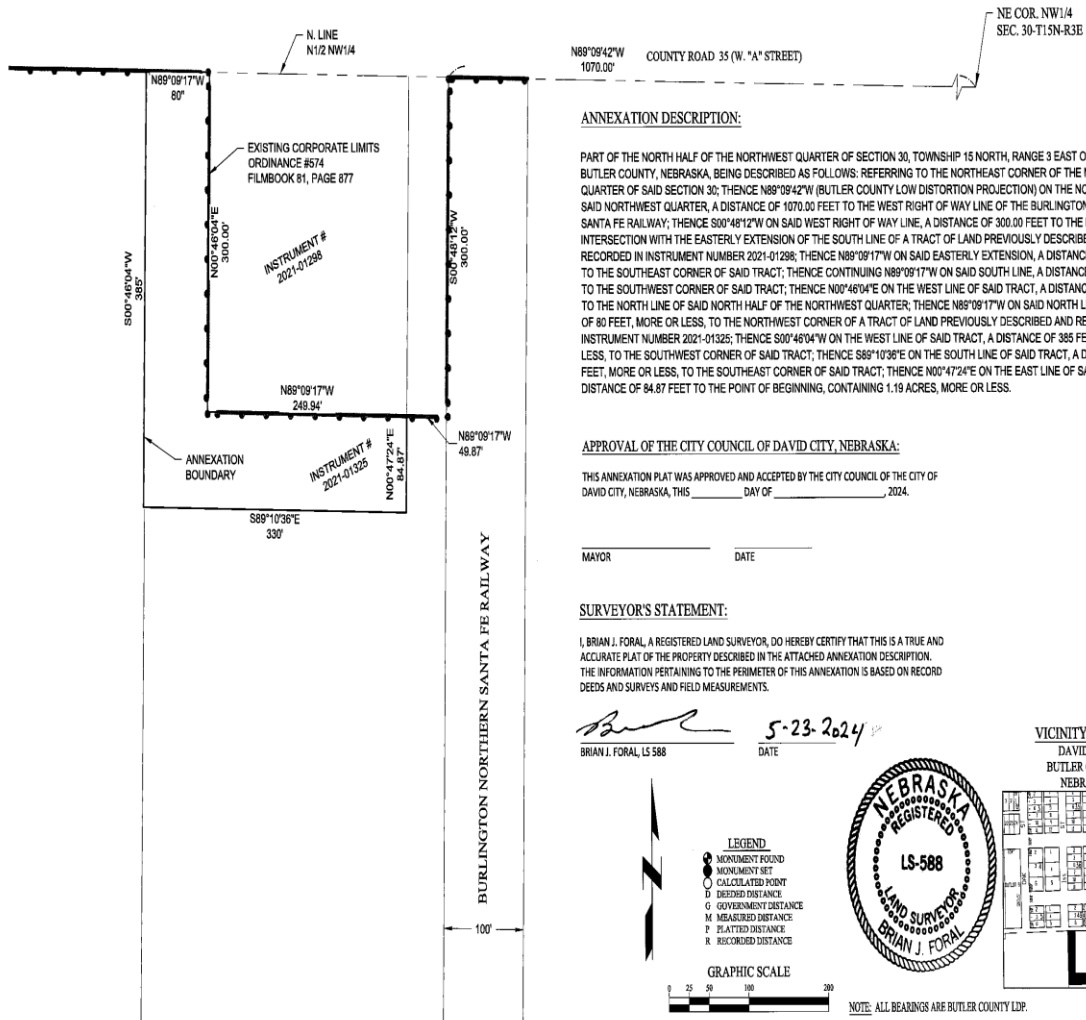
City Clerk Tami Comte

EXHIBIT "A"

ANNEXATION DESCRIPTION:

PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 3 EAST OF THE SIXTH P.M., BUTLER COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE N89°09'42"W (BUTLER COUNTY LOW DISTORTION PROJECTION) ON THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1070.00 FEET TO THE WEST RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY; THENCE S00°48'12"W ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 300.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF A TRACT OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 2021-01298; THENCE N89°09'17"W ON SAID EASTERLY EXTENSION, A DISTANCE OF 49.87 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE CONTINUING N89°09'17"W ON SAID SOUTH LINE, A DISTANCE OF 249.94 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N00°46'04"E ON THE WEST LINE OF SAID TRACT, A DISTANCE OF 300.00 FEET TO THE NORTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER; THENCE N89°09'17"W ON SAID NORTH LINE, A DISTANCE OF 80 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF A TRACT OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 2021-01325; THENCE S00°46'04"W ON THE WEST LINE OF SAID TRACT, A DISTANCE OF 385 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE S89°10'36"E ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 330 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N00°47'24"E ON THE EAST LINE OF SAID TRACT, A DISTANCE OF 84.87 FEET TO THE POINT OF BEGINNING, CONTAINING 1.19 ACRES, MORE OR LESS.

ANNEXATION PLAT
 CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA
 ORDINANCE NO. _____



ANNEXATION DESCRIPTION:

PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 3 EAST OF THE SIXTH P.M., BUTLER COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE N89°09'42"W (BUTLER COUNTY LOW DISTORTION PROJECTION) ON THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1070.00 FEET TO THE WEST RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY; THENCE S00°48'12"W ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 300.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF A TRACT OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 2021-01298; THENCE CONTINUING N89°09'17"W ON SAID EASTERLY EXTENSION, A DISTANCE OF 49.87 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE CONTINUING N89°09'17"W ON SAID SOUTH LINE, A DISTANCE OF 249.94 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N00°46'04"E ON THE WEST LINE OF SAID TRACT, A DISTANCE OF 300.00 FEET TO THE NORTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER; THENCE N89°09'17"W ON SAID NORTH LINE, A DISTANCE OF 80 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF A TRACT OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 2021-01325; THENCE S00°46'04"W ON THE WEST LINE OF SAID TRACT, A DISTANCE OF 385 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE S89°10'36"E ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 330 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE S89°10'36"E ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 330 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N00°47'24"E ON THE EAST LINE OF SAID TRACT, A DISTANCE OF 84.87 FEET TO THE POINT OF BEGINNING, CONTAINING 1.19 ACRES, MORE OR LESS.

APPROVAL OF THE CITY COUNCIL OF DAVID CITY, NEBRASKA:

THIS ANNEXATION PLAT WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, THIS _____ DAY OF _____, 2024.

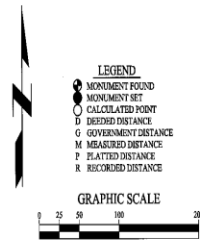
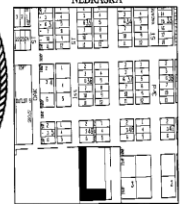
MAYOR _____ DATE _____

SURVEYOR'S STATEMENT:

I, BRIAN J. FORAL, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE PLAT OF THE PROPERTY DESCRIBED IN THE ATTACHED ANNEXATION DESCRIPTION. THE INFORMATION PERTAINING TO THE PERIMETER OF THIS ANNEXATION IS BASED ON RECORD DEEDS AND SURVEYS AND FIELD MEASUREMENTS.

Brian J. Foral 5-23-2024
 BRIAN J. FORAL, LS 588 DATE

VICINITY SKETCH
 DAVID CITY
 BUTLER COUNTY
 NEBRASKA

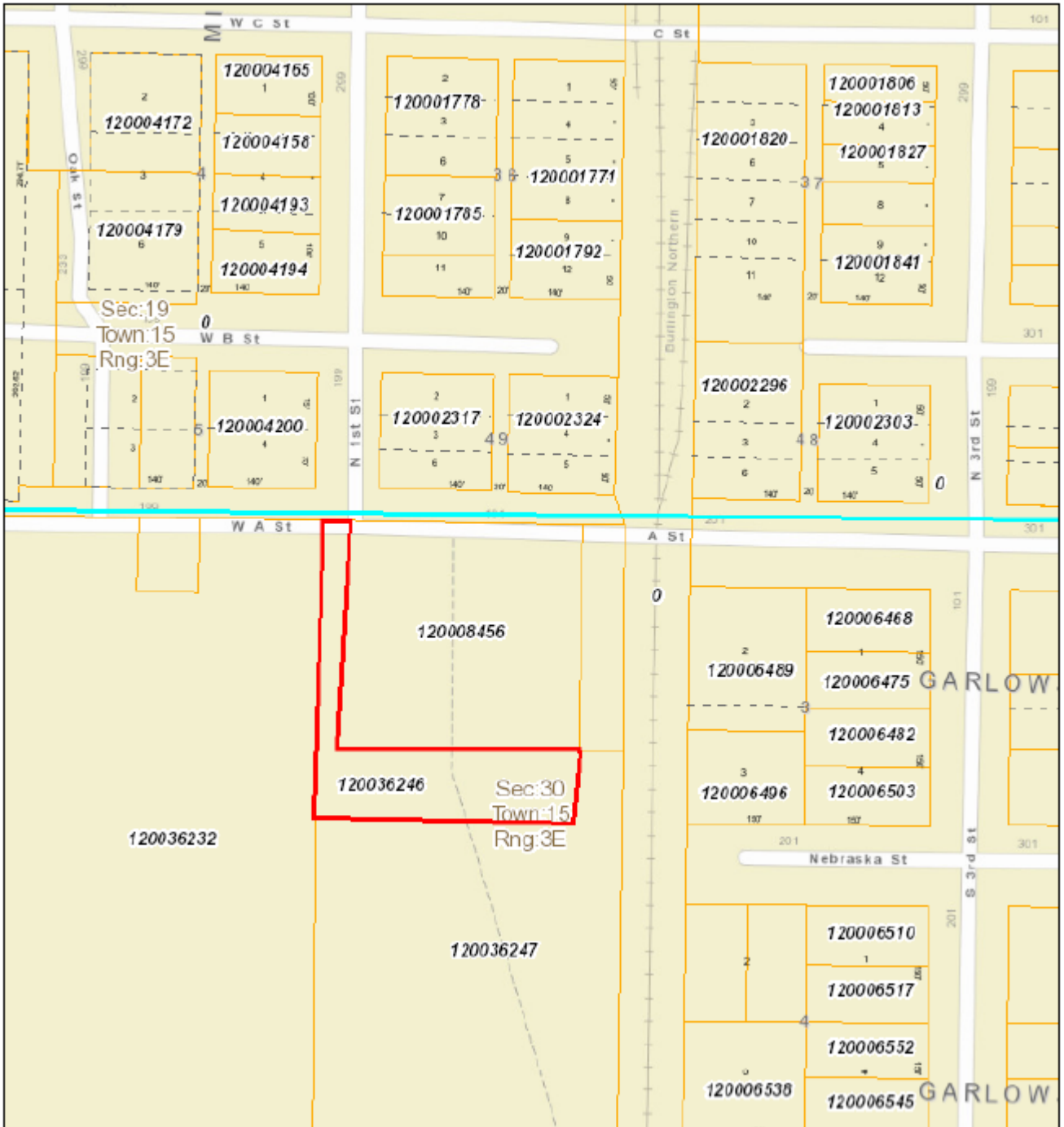


NOTE: ALL BEARINGS ARE BUTLER COUNTY LDP.

PART OF THE N1/2 NW1/4
 SEC. 30, T15N, R3E
 BUTLER COUNTY, NEBRASKA
 ANNEXATION PLAT

ANNEXATION PLAT
 CITY OF DAVID CITY
 BUTLER COUNTY, NEBRASKA
 ORDINANCE NO. _____

PROJECT NO. R240855
 DATE: 5/23/2024
 DRAWN BY: BJF
 FILE NAME: 24085_01.DWG
 FIELD BOOK: NA
 FIELD CREW: BJF
 SURVEY FILE NO.: 2024-117



Council member Bruce Meysenburg made a motion to suspend the statutory rule that requires an Ordinance to be read on three separate days. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Nay, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 1

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1490 on 3rd and final reading amending the Zoning Ordinance No. 1060 by amending Section 5.08.03 R-2 Two-Family Residential - Conditional Uses to include the following language as requested by Nick Sypal, a landowner and taxpayer in David City, Nebraska, proposes the following amendment: 11. The processing and storage of wood and firewood and tree servicing such equipment commonly used for said purposes on a lot no less than one (1) acre in size on which the applicant lives or adjacent to a lot on which the applicant lives, and within three hundred (300) feet of an "I" zoning district. Retail sale of such wood and firewood is allowed only subject to express approval as part of a conditional use permit.. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Nay, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 1

ORDINANCE NO. 1490

AN ORDINANCE AMENDING ORDINANCE NO. 1060 BY AMENDING SECTION 5.08.03: R-2 TWO-FAMILY RESIDENTIAL – CONDITIONAL USES; REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

RECITALS

- A. WHEREAS, the City of David City (the “City”) passed Ordinance No. 1060 (the “Zoning Ordinance”) on November 14, 2007.
- B. WHEREAS, the City has amended the Ordinance numerous times since adopting it.
- C. WHEREAS, Nebraska Revised Statutes section 19-901 authorizes the City to adopt and amend a zoning ordinance.
- D. WHEREAS, the City deems it in the best interest of the City to amend the Zoning Ordinance as set forth herein.

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

Section 1. That the City shall amend ARTICLE 5: ZONING DISTRICTS of the Zoning Ordinance such that SECTION 5.08.03 shall read as follows:

- 11. The processing and storage of wood and firewood and tree servicing such equipment commonly used for said purposes on a lot no less than one (1) acre in size on which the applicant lives or adjacent to a lot on which the applicant lives, and within three hundred (300) feet of an 'I' zoning district. Retail sale of such wood and firewood is allowed only subject to express approval as part of a conditional use permit.

Section 2. Any and all ordinances, or sections thereof, passed and approved prior to the passage, approval and publication or posting of this ordinance, and in conflict with its provisions, are hereby repealed.

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

PASSED AND APPROVED this 14th day of August, 2024.

Mayor Jessica J. Miller

City Clerk Tami Comte

Council member Bruce Meysenburg introduced Ordinance No. 1492 adopting a new section of Municipal Code relating to the maintenance of lots, sidewalks, curbing and parquets located within the corporate limits of the City of David City. Mayor Jessica Miller read Ordinance No. 1492 by title.

Council member Keith Marvin made a motion to suspend the statutory rule requiring that an Ordinance be read on three separate days. Council Member Jim Angell seconded the motion. The motion carried.

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

Council member Keith Marvin made a motion to pass and adopt Ordinance No. 1492 on 3rd & final reading adopting a new section of Municipal Code relating to the maintenance of Lots, Sidewalks, Curbing and Parquets located within the corporate limits of the City of David City. Council Member Bruce Meysenburg seconded the motion. The motion carried.

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

ORDINANCE NO. 1492

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF DAVID CITY, NEBRASKA, ADOPTING A NEW SECTION 6-301(C) OF THE DAVID CITY MUNICIPAL CODE RELATING TO THE MAINTENANCE OF LOTS, SIDEWALKS, CURBING, AND PARQUETS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF DAVID CITY, NEBRASKA; AND AUTHORIZING PUBLICATION OF THE SAME IN PAMPHLET FORM.

WHEREAS, section 3-403(P) of the David City Municipal Code ("**Code**") declares as a public nuisance all "[w]eeds, grasses or worthless vegetation of 8 inches or more in height" on any property within the corporate limits of the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**"); and

WHEREAS, section 3-404 of the Code provides the abatement procedure for such weeds, grasses and other worthless vegetation that section 3-403(P) of the Code declares a public nuisance; and

WHEREAS, section 6-301 of the Code obligates a property owner to maintain the sidewalk(s) surrounding his or her property "in good and proper repair" and clear of "snow, sleet, mud, ice, or other substance[s]"; and

WHEREAS, City desires to amend the Code to clarify that a landowner's obligation to keep its property and its sidewalks in good repair and free and clear of, among other things, "substances," extends to the property's curb and parquets and applies to overgrown grasses, weeds and other vegetation and that a failure to do so constitutes a nuisance pursuant to section 3-403(P) of the Code.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the Code shall be hereby amended as follows:

1. City hereby adopts the following ordinance and shall insert and incorporate the same into the Code as Section 6-301(C):

SECTION 6-301: DUTY TO KEEP CLEAN

C. The record owner of any lot within the corporate limits of the City of David City, Nebraska, shall keep said lots, including all sidewalks, curbs, and parquets, and other areas thereon, free and clear of any grasses, weeds, and other vegetation in excess of eight inches (8") in height and shall otherwise maintain such property to avoid any condition that constitutes a public nuisance pursuant to Section 3-403. For purposes of this section "weeds" shall have the same meaning as Section 3-403(P) so provides. A landowner's failure to maintain its lots, including the sidewalks, curbing, and parquets thereon, in compliance with this Section shall be subject to the abatement procedure provided in Section 3-404. This section shall apply to all lots, including the sidewalks, curbing, and parquets thereon, within the corporate limits of the City of David City, Nebraska, irrespective of whether such lots, sidewalks, curbing, or parquets are located within a public right of way.

2. All other ordinances or portions of other ordinances passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict herewith is hereby repealed.

3. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

PASSED AND APPROVED THIS 11th day of September, 2024.

Mayor Jessica Miller

ATTEST

City Clerk Tami L. Comte

Council Member Keith Marvin introduced Ordinance No. 1493 release of the Storm Sewer Easement and Ratification of the new easement in Northland Subdivision. Mayor Jessica Miller read Ordinance No. 1493 by title.

Council member Bruce Meysenburg made a motion to suspend the statutory rule requiring that an Ordinance be read on three separate days. Council Member Keith Marvin seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1493 Release of the Storm Sewer Easement and Ratification of the New Easement in Northland Subdivision. Council Member Keith Marvin seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

ORDINANCE NO. 1493

AN ORDINANCE OF MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AUTHORIZING EXECUTION OF THAT CERTAIN RELEASE OF STORM SEWER EASEMENT ORIGINALLY DEDICATED IN THE PLAT OF NORTHLAND SECOND SUBDIVISION; RATIFYING THOSE TWO CERTAIN PERMANENT STORM SEWER EASEMENT AGREEMENTS

AND ACCEPTING THE PERMANENT STORM SEWER EASEMENTS DESCRIBED THEREIN; AND AUTHORIZING PUBLICATION IN PAMPHLET FORM.

WHEREAS, the Community Development Agency of the City of David City, Nebraska, a redevelopment authority and municipal corporation ("**Agency**") owned all that certain real property as legally described in **EXHIBIT A**, attached hereto and incorporated herein, and platted the same via Instrument No. 22-10680 filed with the Butler County, Nebraska Register of Deeds ("**Register of Deeds**") on November 9, 2022 ("**Northland**"); and

WHEREAS, on July 17, 2024, Agency filed Instrument No. 24-00989 with the Register of Deeds thereby replatting the Northland Subdivision ("**Northland Second**"); and

WHEREAS, Agency owns Lots 7 and 8, Block 3, Northland Second Subdivision in the City of David City, Nebraska, in Section Eighteen (18), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska ("**Lot 7**" and "**Lot 8**," respectively); and

WHEREAS, Kendall R. Perry, an individual ("**Perry**"), owns Lot 9, Block 3, Northland Second Subdivision in the City of David City, Nebraska, in Section Eighteen (18), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska ("**Lot 9**"); and

WHEREAS, the Plat of Northland Second dedicated to the public a storm sewer easement encumbering Lot 7 and Lot 8, as more particularly described and depicted in **EXHIBIT B**, attached hereto and incorporated herein ("**Platted Easement**"); and

WHEREAS, the Platted Easement encumbers the incorrect tract of land within Northland Second and should encumber part of Lot 8 and Lot 9, as more particularly described and depicted in **EXHIBIT C**, attached hereto and incorporated herein ("**New Storm Sewer Easement**"); and

WHEREAS, to correct the location of the Platted Easement, Agency executed those two certain Permanent Storm Sewer Easement Agreements, more particularly described as follows (collectively, the "**New Storm Sewer Easement Agreements**");

(A) with City on August 7, 2024, recorded with the Register of Deeds as Instrument No. 24-01116 on August 13, 2024, a copy of which is attached hereto and incorporated herein as **EXHIBIT D**; and

(B) with Perry on August 12, 2024, recorded with the Register of Deeds as Instrument No. 24-01117 on August 13, 2024, a copy of which is attached hereto and incorporated herein as **EXHIBIT E**; and

WHEREAS, under the New Storm Sewer Easement Agreements, Agency and City vacated the Platted Easement with respect to Lot 7 and 8 and dedicated part of Lot 8 as the New Storm Sewer Easement and Perry dedicated part of Lot 9 as the New Storm Sewer Easement; and

WHEREAS, for the avoidance of doubt Agency and City desire to execute that certain Release of Storm Sewer Easement, a copy of which is attached hereto and incorporated herein as **EXHIBIT F** ("**Release**") to make clear that the Platted Easement dedicated in Northland Second is released and of no legal effect, and to put third parties on notice of the same; and

WHEREAS, City desires to ratify the New Storm Sewer Easement Agreements and make clear the New Storm Sewer Easement is of full force and effect; and

WHEREAS, the Agency finds that executing the Release and ratifying the New Storm Sewer Easement Agreements is in the best interest of Northland Second and its current and future residents and developers.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of David City, Nebraska, as follows:

1. **Release**. City hereby authorizes the Mayor to execute the Release in substantially the same form as shown in **EXHIBIT F** and other such documents and instruments as reasonably necessary to release all the City's rights, title, and interest in the Platted Easement.

2. **Recordation**. The City Clerk shall record or cause the recording of the executed Release with the Register of Deeds.

3. **Ratification**. The City ratifies and adopts the terms of the New Storm Sewer Easement Agreements and declares that the New Storm Sewer Easement is of full force and effect and encumbers Lot 8 and Lot 9.

4. **All Other Necessary Action**. The Mayor and City Clerk are hereby authorized to take all actions and to execute all documents deemed by them necessary to effectuate the release of all City's rights, title, and interest in the Platted Easement.

5. **Effective Date**. This Ordinance shall be in force and take effect from and after its adoption and publication in pamphlet form.

6. **Conflicting Ordinances**. All other ordinances or portions of ordinances in conflict with this Ordinances are hereby repealed to the extent of any conflict therewith.

INTRODUCED BY Council Member Keith Marvin

PASSED AND ADOPTED THIS 11TH DAY OF SEPTEMBER, 2024.

Jessica Miller, Chairperson

ATTEST:

Tami Comte, Secretary

EXHIBIT A

Legal Description of Northland

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

Legal Description and Depiction of Platted Easement

LEGAL DESCRIPTION:

A 20 FOOT STORM SEWER EASEMENT LOCATED IN PART OF LOTS 7 AND 8, BLOCK 3, NORTHLAND SECOND SUBDIVISION IN THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 10 FEET OF LOT 7, BLOCK 3, NORTHLAND SECOND SUBDIVISION AND THE SOUTH 10 FEET OF LOT 8, BLOCK 3, NORTHLAND SECOND SUBDIVISION, SAID 20 FOOT STORM SEWER EASEMENT CONTAINS A CALCULATED AREA OF 3,500 SQUARE FEET.

DEPICTION:

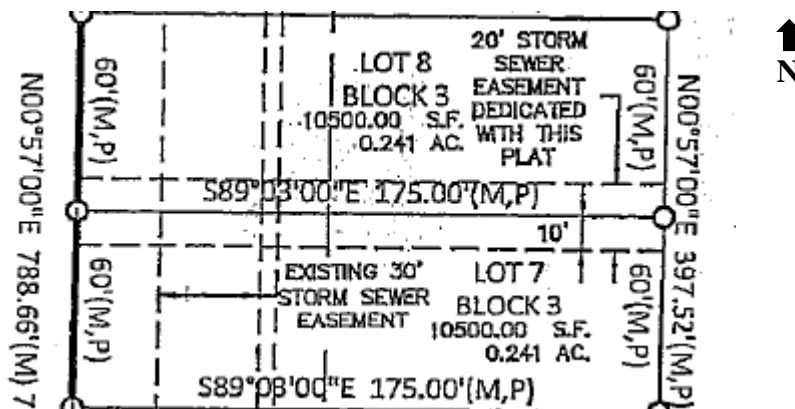


EXHIBIT C

Legal Description and Depiction of New Drainage Easement

LEGAL DESCRIPTION:

A 20 FOOT STORM SEWER EASEMENT LOCATED IN PART OF LOTS 8 AND 9, BLOCK 3, NORTHLAND SECOND SUBDIVISION IN THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 10 FEET OF LOT 8, BLOCK 3, NORTHLAND SECOND SUBDIVISION AND THE SOUTH 10 FEET OF LOT 9, BLOCK 3, NORTHLAND SECOND SUBDIVISION, SAID 20 FOOT STORM SEWER EASEMENT CONTAINS A CALCULATED AREA OF 3,500 SQUARE FEET.

DEPICTION:

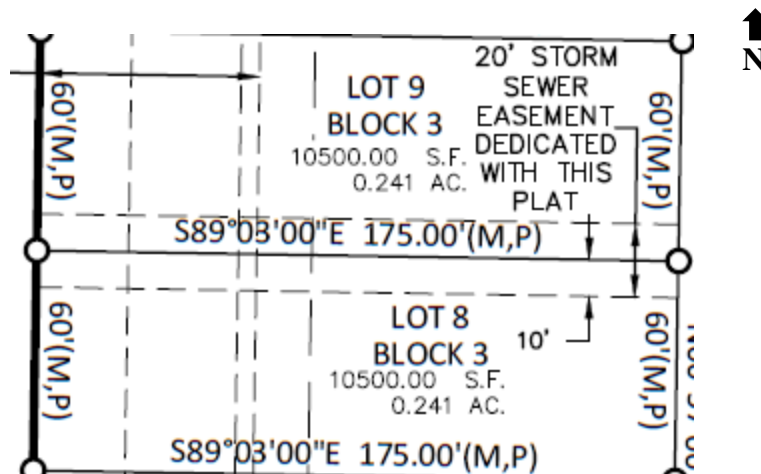


EXHIBIT D

**Copy of Executed Permanent Storm Sewer Easement Agreement with the City of David
City, Nebraska, dated August 7, 2024**

[SEE ATTACHED]

RECORDED
BUTLER COUNTY, NEBRASKA
INST. 24-01116 PGS. (7)
DATE August 13, 2024
TIME 8:30 AM
COUNTY CLERK/REGISTER OF DEEDS
BY: Sharon K. Wooley, Deputy

[Space above reserved for Register of Deeds]

Return to:

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

PERMANENT STORM SEWER EASEMENT AGREEMENT

This **PERMANENT STORM SEWER EASEMENT AGREEMENT** ("Agreement"), effective as of the date last written below ("**Effective Date**") is by and between **THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF DAVID CITY, NEBRASKA**, a community redevelopment authority and municipal corporation ("**Grantor**"), and **THE CITY OF DAVID CITY, NEBRASKA**, a municipal corporation and city of the second class ("**Grantee**"). This Agreement refers to Grantor and Grantee individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

WHEREAS, Grantor owns that certain real property in the Northland Subdivision of the City of David City, Nebraska ("**Northland**") legally described as:

LOT 7, BLOCK 3, NORTHLAND SECOND SUBDIVISION, IN SECTION EIGHTEEN (18), TOWNSHIP FIFTEEN (15) NORTH, RANGE THREE (3) EAST OF THE 6TH P.M., BUTLER COUNTY, NEBRASKA ("**Lot 7**");

LOT 8, BLOCK 3, NORTHLAND SECOND SUBDIVISION, IN SECTION EIGHTEEN (18), TOWNSHIP FIFTEEN (15) NORTH, RANGE THREE (3) EAST OF THE 6TH P.M., BUTLER COUNTY, NEBRASKA ("**Lot 8**");

WHEREAS, Grantee constructs, operates and maintains various utilities, including but not limited to sewer; and

WHEREAS, on or around July 17, 2024, Grantor replatted Northland via Instrument No. 24-00989 in the real estate records of Butler County, Nebraska, thereby dedicating a certain portion of Lot 7 and Lot 8, as described and depicted in **EXHIBIT A**, attached hereto and incorporated herein ("**Original Easement Area**"), to Grantee for purposes of constructing a storm sewer and related appurtenances and facilities ("**Storm Sewer**"); and

6450453.3

1 BOOK 24 PAGE 01116

WHEREAS, the Parties desire to vacate the Original Easement Area and replace it with a new easement area that includes portions of Lot 8, as described and depicted in EXHIBIT B, attached hereto and incorporated herein ("**New Easement Area**"); and

WHEREAS, the Parties desire to execute this Agreement to effectuate the above.

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

1. Grant. Grantor grants to Grantee, its successors, assigns, delegees, agents and contractors, a perpetual, non-exclusive easement ("**Easement**") in, under, upon, about, over, and through the New Easement Area, to construct and maintain the Storm Sewer and all other related and necessary appurtenances and facilities.
2. Restoration. Grantee shall be responsible for restoring all portions of the New Easement Area Grantee disturbs to the condition it was prior to Grantee's use of the same.
3. Representations and Warranties. Grantor represents and warrants that they have the full right, power, title, and interest to grant the Easement to Grantee.
4. Transferability. Each Party may assign its respective rights and obligations under this Agreement with the other Party's prior written consent, provided however the assigning Party's successor-in-interest shall be bound to all terms and conditions of this Agreement.
5. Default and Remedies. If Grantor or Grantee breaches this Agreement, the non-defaulting Party may seek all equitable remedies applicable law permits.
6. Notice. The Parties shall deliver any notice this Agreement requires to the addresses provided below. The Parties may change the below information at any time by providing notice to the other Party in the manner provided herein.

If to
GRANTOR: Tami Comte, Secretary
490 E Street
David City, NE 68632
tcomte@davidcityne.gov
(402) 367-3135

If to
GRANTEE: The City of David City, Nebraska
c/o Tami Comte
490 E Street
David City, NE 68632
tcomte@davidcityne.gov
(402) 367-3135

Copy To: Baird Holm LLP
c/o David C. Levy
1700 Farnam St., Ste. 1500
Omaha, NE 68102
dlevy@bairdholm.com
(402) 344-0500

Copy To: Baird Holm LLP
c/o David C. Levy
1700 Farnam St., Ste. 1500
Omaha, NE 68102
dlevy@bairdholm.com
(402) 344-0500

7. Amendment. The Parties may only amend this Agreement by a writing both Parties execute.

8. Entire Agreement. This Agreement reflects the entirety of the Parties' understandings and expectations hereunder.
9. Severability. If any provision of this Agreement is held invalid or unenforceable, in whole or in part, the remaining provisions of this Agreement shall remain valid and enforceable as written.
10. Counterparts. The Parties may execute this Agreement in one or more counterparts, all of which taken together shall be one original.
11. Further Cooperation. The Parties shall execute such other documents and perform such other acts as may be reasonably necessary or desirable to further the intent and purpose of this agreement.
12. Binding Effect. This Agreement shall bind each Party and its respective heirs, successors, assigns, delegees, agents, and assignees, and shall run with the Property.
13. Governing Law. The Laws of the State of Nebraska shall govern this Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURES FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR

**THE COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF DAVID
CITY, NEBRASKA**, a community
redevelopment authority and
municipal corporation

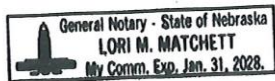
Jessica Miller
Jessica Miller, Chairperson

Date: 8-7-2024

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this 7 day of August, 2024, by **JESSICA MILLER**, an individual, as Chairperson of the Community Development Agency of the City of David City, Nebraska and on behalf of the same.



Lori M Matchett
Notary Public

My Commission Expires: January 31, 2028

(SIGNATURE COUNTER PAGE)

GRANTEE

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

By: Jessica Miller
Jessica Miller, Mayor

Date: 8-7-2024



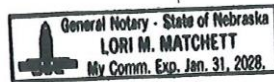
ATTEST:

Tami Comte
Tami Comte, City Clerk

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

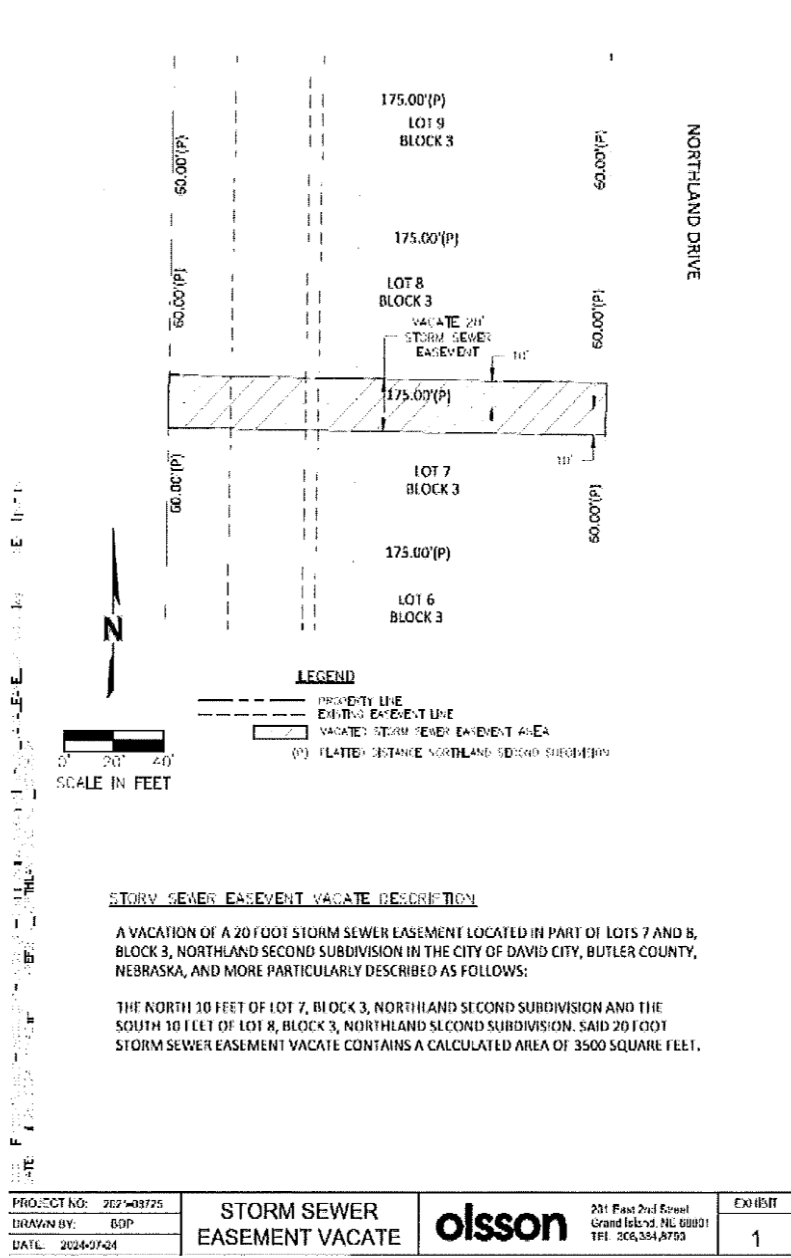
The foregoing instrument was acknowledged before me this 7 day of August, 2024,
by JESSICA MILLER as Mayor of THE CITY OF DAVID CITY, NEBRASKA, a municipal corporation and city of
the second class.



Lori M. Matchett
Notary Public

My Commission Expires: January 31, 2028

EXHIBIT A
ORIGINAL EASEMENT AREA



6450453.3

EXHIBIT A BOOK 24 PAGE 01116

EXHIBIT B
NEW EASEMENT AREA

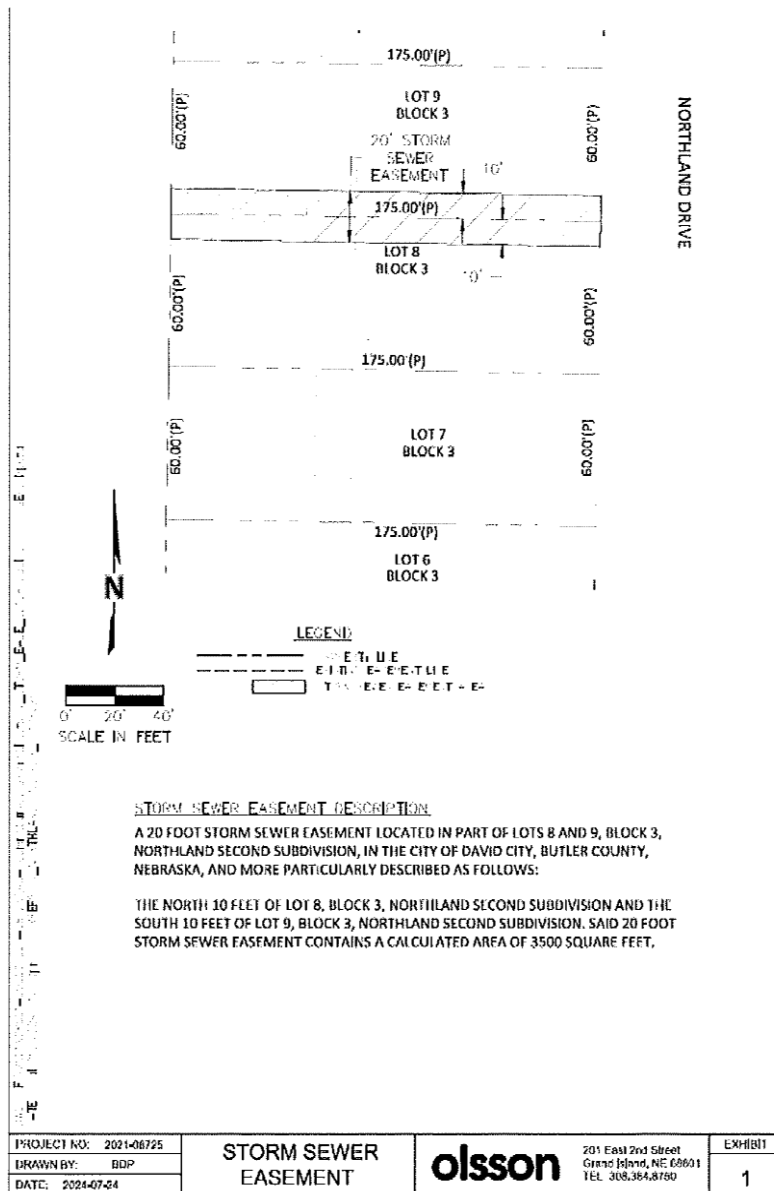


EXHIBIT B BOOK 24 PAGE 01116

6450453.3

EXHIBIT E

**Copy of Executed Permanent Storm Sewer Easement Agreement with Kendall R. Perry,
dated August 12, 2024**

[SEE ATTACHED]

RECORDED
BUTLER COUNTY, NEBRASKA
INST. 24-01117 PGS. (7)
DATE August 13, 2024
TIME 8:31 Am
[Signature]
COUNTY CLERK/REGISTER OF DEEDS
BY: *Sharon Worksey, Deputy*

[Space above reserved for Register of Deeds]

Return to:
City of David City
490 E Street, P.O. Box 191
David City, NE 68632

PERMANENT STORM SEWER EASEMENT AGREEMENT

This **PERMANENT STORM SEWER EASEMENT AGREEMENT** ("Agreement"), effective as of the date last written below ("Effective Date") is by and between **KENDALL R. PERRY**, an individual ("**Grantor**"), and **THE CITY OF DAVID CITY, NEBRASKA**, a municipal corporation and city of the second class ("**Grantee**"). This Agreement refers to Grantor and Grantee individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

WHEREAS, Grantor owns that certain real property in the Northland Subdivision of the City of David City, Nebraska ("**Northland**") legally described as:

LOT 9, BLOCK 3, NORTHLAND SECOND SUBDIVISION, IN SECTION EIGHTEEN (18), TOWNSHIP FIFTEEN (15) NORTH, RANGE THREE (3) EAST OF THE 6TH P.M., BUTLER COUNTY, NEBRASKA ("**Lot 9**");

WHEREAS, Grantee constructs, operates and maintains various utilities, including but not limited to sewer; and

WHEREAS, on or around July 17, 2024, the Community Development Agency of the City of David City, Nebraska, replatted Northland via Instrument No. 24-00989 in the real estate records of Butler County, Nebraska, thereby dedicating a certain portion of Northland, as described and depicted in **EXHIBIT A**, attached hereto and incorporated herein ("**Original Easement Area**"), to Grantee for purposes of constructing a storm sewer and related appurtenances and facilities ("**Storm Sewer**"); and

WHEREAS, the Parties desire to vacate the Original Easement Area and replace it with a new easement area that includes a portion of Lot 9, as described and depicted in **EXHIBIT B**, attached hereto and incorporated herein ("**New Easement Area**"); and

WHEREAS, the Parties desire to execute this Agreement to effectuate the above.

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

1. Grant. Grantor grants to Grantee, its successors, assigns, delegees, agents and contractors, a perpetual, non-exclusive easement ("**Easement**") in, under, upon, about, over, and through the New Easement Area, to construct and maintain the Storm Sewer and all other related and necessary appurtenances and facilities.
2. Restoration. Grantee shall be responsible for restoring all portions of the New Easement Area Grantee disturbs to the condition it was prior to Grantee's use of the same.
3. Representations and Warranties. Grantor represents and warrants that they have the full right, power, title, and interest to grant the Easement to Grantee.
4. Transferability. Each Party may assign its respective rights and obligations under this Agreement with the other Party's prior written consent, provided however the assigning Party's successor-in-interest shall be bound to all terms and conditions of this Agreement.
5. Default and Remedies. If Grantor or Grantee breaches this Agreement, the non-defaulting Party may seek all equitable remedies applicable law permits.
6. Notice. The Parties shall deliver any notice this Agreement requires to the addresses provided below. The Parties may change the below information at any time by providing notice to the other Party in the manner provided herein.

If to
GRANTOR: Kendall R. Perry
P.O. Box 206
Shelby, NE 68662
Add email
Add phone

If to
GRANTEE: Tami Comte
490 E Street
David City, NE 68632
tcomte@davidcityne.gov
(402) 367-3135

Copy To: _____

Copy To: Baird Holm LLP
c/o David C. Levy
1700 Farnam St., Ste. 1500
Omaha, NE 68102
dlevy@bairdholm.com
(402) 344-0500

7. Amendment. The Parties may only amend this Agreement by a writing both Parties execute.
8. Entire Agreement. This Agreement reflects the entirety of the Parties' understandings and expectations hereunder.
9. Severability. If any provision of this Agreement is held invalid or unenforceable, in whole or in part, the remaining provisions of this Agreement shall remain valid and enforceable as written.
10. Counterparts. The Parties may execute this Agreement in one or more counterparts, all of which taken together shall be one original.

11. Further Cooperation. The Parties shall execute such other documents and perform such other acts as may be reasonably necessary or desirable to further the intent and purpose of this agreement.

12. Binding Effect. This Agreement shall bind each Party and its respective heirs, successors, assigns, delegees, agents, and assignees, and shall run with the Property.

13. Governing Law. The Laws of the State of Nebraska shall govern this Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURES FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR

KENDALL R. PERRY, an individual

Kendall R. Perry
Kendall R. Perry

Date: 8/12/24

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this 12th day of August, 2024,
by KENDALL R. PERRY, an individual.



Notary Public Tami L. Comte

My Commission Expires: January 25, 2026

(SIGNATURE COUNTER PAGE)

GRANTEE

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

By: Jessica Miller
Jessica Miller, Mayor

Date: 8-13-24



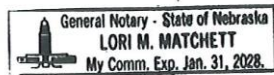
ATTEST:

Tami Comte
Tami Comte, City Clerk

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this 13 day of August, 2024, by JESSICA MILLER as Mayor of THE CITY OF DAVID CITY, NEBRASKA, a municipal corporation and city of the second class.



Notary Public Lori M. Matchett

My Commission Expires: 1-31-2028

EXHIBIT A
 ORIGINAL EASEMENT AREA

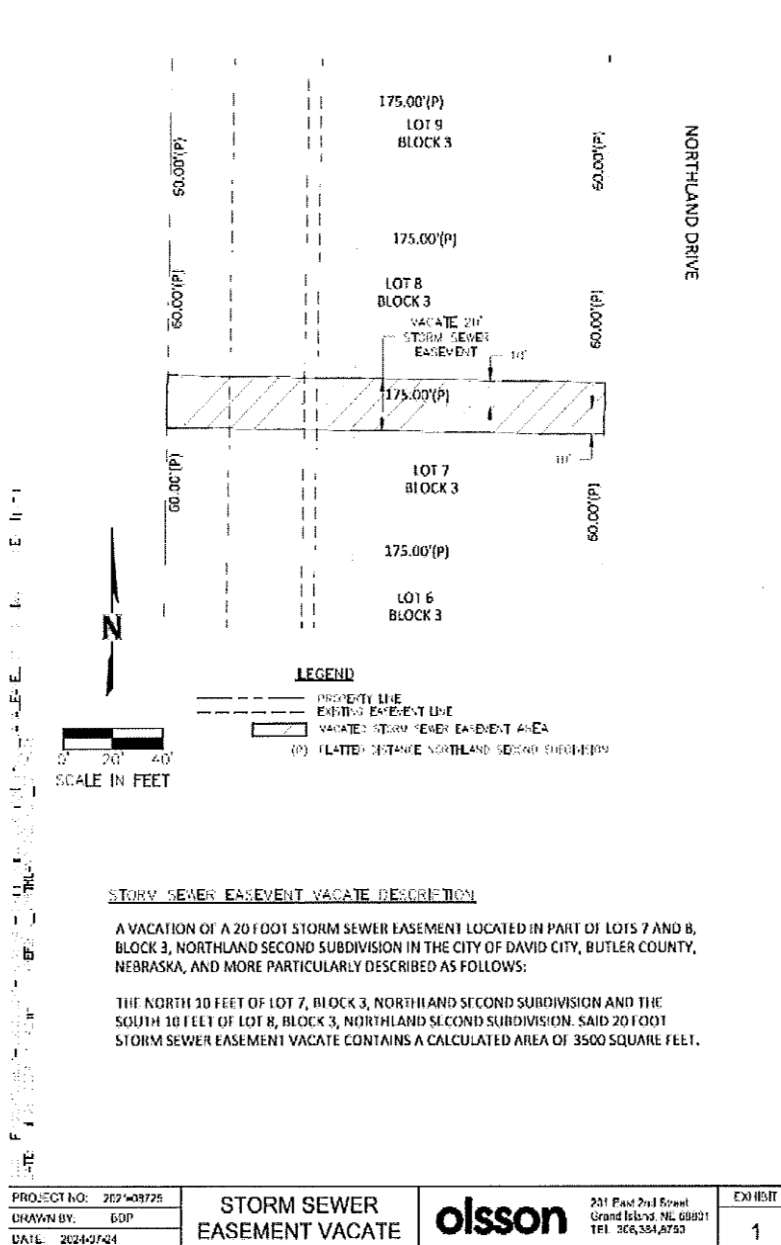
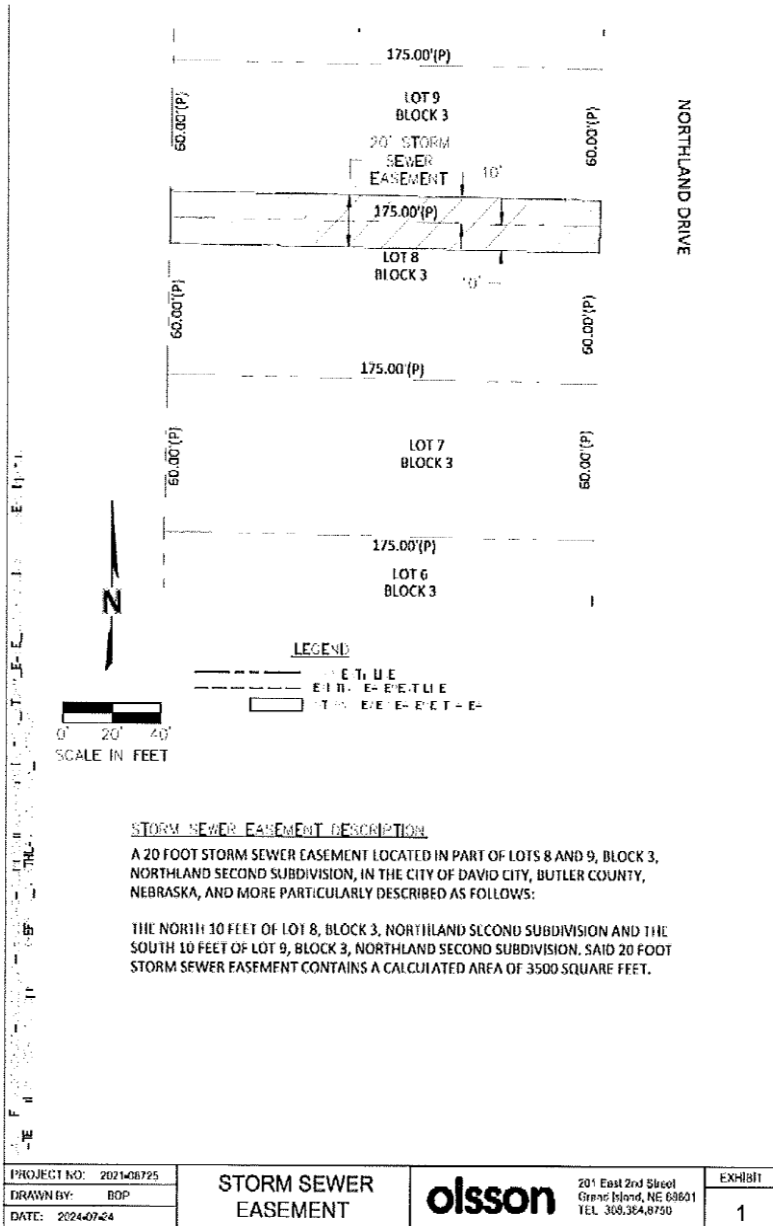


EXHIBIT B
 NEW EASEMENT AREA



6451595.1

EXHIBIT B BOOK 24 PAGE 0117

6451595.1

EXHIBIT F

Form of Release of Storm Sewer Easement

[SEE ATTACHED]

(Space Above Line Reserved for Butler County, Nebraska Register of Deeds)

Requested By and Return To:

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

RELEASE OF PLATTED STORM SEWER EASEMENT

This **RELEASE OF PLATTED STORM SEWER EASEMENT** ("**Release**") is made as of the date last written below ("**Effective Date**") by and between the **COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF DAVID CITY, NEBRASKA**, a community redevelopment authority and municipal corporation ("**Agency**") and **THE CITY OF DAVID CITY, NEBRASKA**, a municipal corporation and city of the second class ("**City**").

RECITALS

WHEREAS, Agency owned all that certain real property in the City as legally described in **EXHIBIT A**, attached hereto and incorporated herein, and platted the same via Instrument No. 22-10680 filed with the Butler County, Nebraska Register of Deeds ("**Register of Deeds**") on November 9, 2022 ("**Northland**"); and

WHEREAS, on July 17, 2024, Agency filed Instrument No. 24-00989 with the Register of Deeds thereby replatting the Northland Subdivision ("**Northland Second**"); and

WHEREAS, Agency owns Lots 7 and 8, Block 3, Northland Second Subdivision in the City of David City, Nebraska, in Section Eighteen (18), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska ("**Lot 7**" and "**Lot 8**," respectively); and

WHEREAS, Kendall R. Perry, an individual ("**Perry**"), owns Lot 9, Block 3, Northland Second Subdivision in the City of David City, Nebraska, in Section Eighteen (18), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska ("**Lot 9**"); and

WHEREAS, the Plat of Northland Second dedicated to the public that certain storm sewer easement encumbering Lot 7 and Lot 8, as more particularly described and depicted in **EXHIBIT B**, attached hereto and incorporated herein ("**Platted Easement**"); and

WHEREAS, the Platted Easement encumbers the incorrect tract of land within Northland Second and should encumber Lot 8 and Lot 9, as more particularly described and depicted in **EXHIBIT C**, attached hereto and incorporated herein ("**New Storm Sewer Easement**"); and

WHEREAS, to correct the location of the Platted Easement, Agency and City executed that certain Permanent Storm Sewer Easement Agreement on August 7, 2024, and recorded the same with the Register of Deeds as Instrument No. 24-01116 on August 13, 2024, thereby vacating the Platted Easement encumbering Lot 7 and Lot 8 and encumbering part of Lot 8 as the New Storm Sewer Easement; and

WHEREAS, Perry and City executed that certain Permanent Storm Sewer Easement Agreement on August 12, 2024, and recorded the same with the Register of Deeds as Instrument No. 24-01117 on August 13, 2024, thereby encumbering part of Lot 9 as the New Storm Sewer Easement; and

WHEREAS, for the avoidance of doubt Agency and City desire to execute this Release to make clear that Agency and City have released the Platted Easement and it is no longer of any legal effect, and to put third parties on notice of the same.

NOW THEREFORE, in consideration of the foregoing recitals, which Agency and City hereby incorporate herein, and in consideration of the Agency dedicating part of Lot 8 to the New Storm Sewer Easement, Agency and City hereby agree as follows:

1. **Release of Platted Easement**. Agency and City hereby mutually release all their respective rights, title, and interest in the Platted Easement. Agency and City's release of their respective rights, title, and interest in the Platted Easement in no way affects any other interests or rights either has in Northland Second or any portion thereof, including but not limited to Agency and City's respective rights, obligations, and interests in the New Storm Sewer Easement.
2. **Further Cooperation**. Agency and City shall perform such further actions and execute such other documents as reasonably necessary to release the Platted Easement.
3. **Counterparts**. Agency and City may execute this Release in one or more counterparts all of which constitute the same, original instrument.
4. **Entire Agreement**. This Release reflects Agency and City's entire understandings, representations, expectations, and agreements.

[REMAINDER OF PAGE LEFT BLANK – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Agency and City execute this Release as of the Effective Date.

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF DAVID CITY, NEBRASKA,**
a redevelopment authority and municipal
corporation

By: *Jessica Miller*
Jessica Miller, Chairperson

Date: 9/11/2024



ATTEST:

Tami L. Comte
Tami Comte, Secretary

Date: 9/11/2024

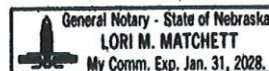
ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me on this 11 day of September, 2024, by **JESSICA MILLER**, an individual, as Chairperson of the **COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF DAVID CITY, NEBRASKA**, a redevelopment authority and municipal corporation, on behalf of the same.

Lori M. Matchett
Notary Public

My Commission Expires: January 31, 2026



(SIGNATURE COUNTER PAGE)

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

By: Jessica Miller
Jessica Miller, Mayor

Date: 9/11/2024



ATTEST:

Tami Comte
Tami Comte, City Clerk

Date: 9/11/2024

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me on this 11 day of September, 2024, by **JESSICA MILLER**, an individual, as Mayor of **THE CITY OF DAVID CITY, NEBRASKA**, a municipal corporation and city of the second class, on behalf of the same.

Lori M. Matchett
Notary Public

My Commission Expires: January 31, 2026



EXHIBIT A

Legal Description of Northland Subdivision

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 A

EXHIBIT B

Legal Description and Depiction of Platted Easement

LEGAL DESCRIPTION:

A 20 FOOT STORM SEWER EASEMENT LOCATED IN PART OF LOTS 7 AND 8, BLOCK 3, NORTHLAND SECOND SUBDIVISION IN THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 10 FEET OF LOT 7, BLOCK 3, NORTHLAND SECOND SUBDIVISION AND THE SOUTH 10 FEET OF LOT 8, BLOCK 3, NORTHLAND SECOND SUBDIVISION, SAID 20 FOOT STORM SEWER EASEMENT CONTAINS A CALCULATED AREA OF 3,500 SQUARE FEET.

DEPICTION:

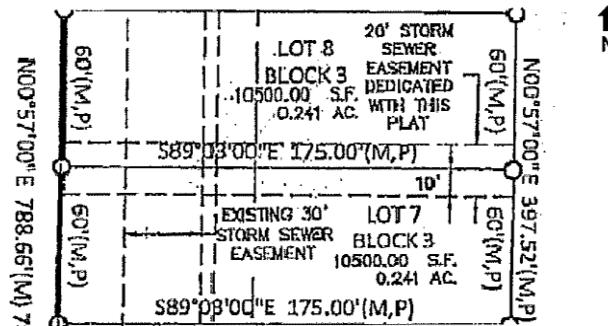


EXHIBIT B

EXHIBIT C

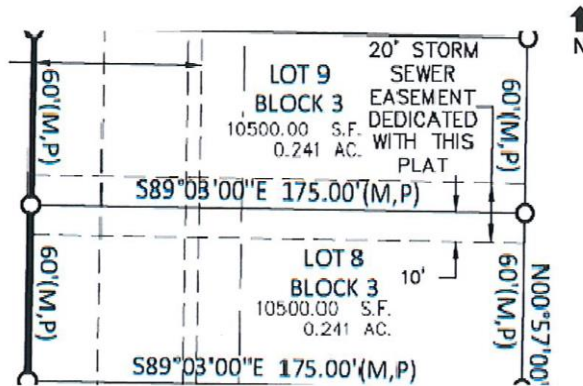
Legal Description and Depiction of New Storm Sewer Easement

LEGAL DESCRIPTION:

A 20 FOOT STORM SEWER EASEMENT LOCATED IN PART OF LOTS 8 AND 9, BLOCK 3, NORTHLAND SECOND SUBDIVISION IN THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 10 FEET OF LOT 8, BLOCK 3, NORTHLAND SECOND SUBDIVISION AND THE SOUTH 10 FEET OF LOT 9, BLOCK 3, NORTHLAND SECOND SUBDIVISION, SAID 20 FOOT STORM SEWER EASEMENT CONTAINS A CALCULATED AREA OF 3,500 SQUARE FEET.

DEPICTION:



Council member Keith Marvin made a motion to approve Southeast Nebraska Development District Recommendation for the 2022 David City Owner-Occupied Rehab Project #011 to Crewline Exteriors in the amount of \$15,960.00 for the second portion of the grant. 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, Kevin Woita: Yea
Yea: 6, Nay: 0



August 30, 2024

**2020 David City Owner Occupied Rehabilitation Housing Program
22TFHO16018
Housing Rehabilitation Program**

**Re: Narrative outline for Recommendation of Construction Contract Award
For Project: #011.**

Project #011

Construction contract award amounts total: \$15,960.00
Selected Contractor: Crewline Exteriors

Description of work:

- Remove all existing shingles, metal valleys, gutter apron, metal roof edging on all roof areas.
- Remove & replace gutters with new 5", K-Style aluminum gutters with 5" downspouts.

LINCOLN OFFICE
7407 O Street
Lincoln, NE 68510
Office: 402-475-2560

www.sendd.org



AUBURN OFFICE
919 Central Avenue
Auburn, NE 68305
Office: 402-862-2201

SEND D is an Equal Opportunity Provider and Employer

BID RESULTS – 2020 David City OOR Program (22TFHO16018)

Bid Date: June 24, 2024, 5:00 P.M.

Location: SENDD Lincoln Office

Applicant # 011

Crewline Exteriors \$15,960.00

MIT Contracting \$21,566.00

EZ Construction \$18,200.00

Cavapa Plus M No Bid

Henning Carpentry LLC No Bid

RED = Most Responsible Bid / Line-Item Selections - Total \$15,960.00

NOTE: Contractor's bid does contain a 10% Contingency fund and does include alternate items

SEND D Est. \$20,000.00 - excluding alternate items



August 30, 2024

City of David City Housing Committee Members

RE: 2020 David City OOR program (22TFHO16018)

Housing Advisory Committee

On June 24, 2024, a bid opening was held at 5:00 P.M., on applicant #011 through the 2020 David City Housing Rehabilitation Program (see attached bid sheet). The following is SEND D's recommendation to the City of David City Housing Advisory Committee Members on the following applicants:

FOR PROJECT #011, our Office recommends to award the contract to: Crewline Exteriors in the amount of \$15,960.00 from the Affordable Housing Program (AHP).

Crewline Exteriors	Base Bid:	\$15,960.00
9243 South 71st Street - Lincoln, NE 68516	Contingency Fund:	\$0.00
	Total Bid:	\$15,960.00

Recommend to award contracts:

Crewline Exteriors: \$15,960.00

Total: \$15,960.00

The Sub-Contractor listed above has successfully completed similar projects over the years within communities in SEND D's District using CDBG & NAHTF funds. They are certified in Lead Base Paint training, registered on the SAM system, have the proper insurance coverage and have adequate staffing to complete project #011.

Sincerely,

Brent Pendgraft
Housing Inspector
SEND D

cc: City of David City
Housing Advisory Committee Members

LINCOLN OFFICE
7407 O Street
Lincoln, NE 68510
Office: 402-475-2560

www.sendd.org



AUBURN OFFICE
919 Central Avenue
Auburn, NE 68305
Office: 402-862-2201

SEND D is an Equal Opportunity Provider and Employer

**2020 David City-- (22TFHO16018)
Owner Occupied Rehabilitation Program
Committee Approval Form**

Project Number: #011

City of David City - Housing Committee – below signatures for approval of this application:

<u>Sami S. Comte</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>

9-11-24
(DATE)
Date Processed by Committee

LINCOLN OFFICE
7407 O Street
Lincoln, NE 68510
Office: 402-475-2560

www.sendd.org



AUBURN OFFICE
919 Central Avenue
Auburn, NE 68305
Office: 402-862-2201

SEND D is an Equal Opportunity Provider and Employer

Council member Tom Kobus made a motion to approve the quote from Shaver Painting in the amount of \$11,699.00 to paint the exterior painting for the David City Family Aquatic Center. Council Member Jim Angell seconded the motion. The motion carried.
Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0



5024 S 110th Street
Omaha, NE 68137
Phone # 402-289-4013
Cell # 402-658-7401

September 3, 2024

David City Pool
485 S 9th Street
Exterior Painting

Scope of Work

- We have allowed for the following work.
- We will do a light power wash to rinse any dust or dirt before we start painting.
- We will paint the pool white and black to match the existing color using the paint provided by the owners. We will paint using Olympic – Poxolon 2 in either black or white.
- Paint will be provided by the owners; we will provide our own sundries.
- Unless otherwise noted, ladders, buildings, slides, steps, and green pipes **are excluded**.

Bid includes all Labor and Materials

\$11,699.00

- We will adequately cover and protect all areas which are not to be finished; this includes drop cloths, masking tape, plastic sheeting, and paper. Areas will be protected from any stain splatters, spills, overspray, and anything else related to the process.
- We will clean up the work area on a daily basis, and to remove from the site, at the completion of the work, all debris, tools, and equipment. Clean all spills and stains from surfaces resulting from these operations.

Thank You

Aaron Wheatley
Estimator/Project Manager

Council member Jim Angell made a motion to Reappoint Park Committee Members Council member Bruce Meysenburg, Park/Auditorium Supervisor Bill Buntgen, and Recreation Director Will Reiter and for one-year terms ending September 11, 202. Council Member Tom Kobus seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Abstain (Without Conflict), Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Abstain (Without Conflict): 1

Council member Tom Kobus made a motion to approve the quote for a 2021 Dodge Ram Crew Cab pickup for \$29,500 for the water department. 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, Kevin Woita: Yea
Yea: 6, Nay: 0

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KOBZA MOTORS IN
566 E STREET
DAVID CITY, NE 68632

2021 DODGE RAM CREW CAB, ONE OWNER (CURRENT MILES 73350)

HEMI, 4X4, CLOTH HEATED SEATS, AUTO ENGINE START, NEW TIRES INSTALLED 37,267 MILES, POWER SLIDING REAR WINDOW, POWER FOLDING SIDE MIRRORS, KEYLESS REMOTE, POWER DRIVER SEAT AND LUMBAR, SPRAY ON BEDLINER, TONEAU COVER. TINTED WINDOWS.

PRICE \$ 29,500

KOBZA MOTORS, INC.
566 E. STREET
DAVID CITY, NEBRASKA 68632
402-367-3201

New TRUCK Quote

Council member Keith Marvin made a motion to adjourn, which Council Member Tom Kobus seconded. The motion carried, and Mayor Jessica Miller declared the meeting adjourned at 7:23 p.m.

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



CERTIFICATION OF MINUTES
September 11, 2024

I, Tami Comte, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of September 11, 2024; 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.

Tami Comte, City Clerk