

COMMUNITY DEVELOPMENT AGENCY PROCEEDINGS

March 27, 2024

The Community Development Agency of the City of David City, Nebraska, convened in open public session at 7:55 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 of notice in four public places – the City Office, Hruska Public Library, Butler County Courthouse and the Post Office. The Community Development Agency members acknowledged advance notice of the meeting. The advance notice to the Public, and Community Development Agency members conveyed the availability of the agenda, which was kept continuously current in the office of the Secretary and was available for public inspection on the City’s website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the meeting.

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

Also present were Deputy Clerk Lori Matchett, Electric Supervisor Pat Hoeft, Dan & Janet Sypal, Marlene Hein, Bridget Reed, Jeff Blum and David McPhillips.

Chairman 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 asked anyone addressing the Agency to introduce themselves.

CDA member Pat Meysenburg made a motion to approve the minutes of the February 28, 2024 meeting of the Community Development Agency. CDA Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 2

CDA member Bruce Meysenburg made a motion to pass and adopt Approve Resolution No. 1-2024 CDA approving the Second Amendment of Northland Subdivision Covenants. CDA Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 2

RESOLUTION NO. 1-2024 CDA

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

**CITY TO RECORD THE APPROVED RESTATEMENT AND AMENDMENT
THEREOF WITH THE BUTLER COUNTY REGISTER OF DEEDS.**

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

WHEREAS, the Agency is the Declarant under that certain Amended Declaration of Irrevocable Restrictive Covenant executed on March 22, 2023, and recorded in the Butler County, Nebraska Register of Deeds Office, on March 31, 2023, as Instrument No. 23-00373 (the "**Amended and Restated Covenants**"), and collectively with the Original Covenants the "**Covenants**"); and

WHEREAS, the Covenants provides restrictive covenants that run with the land within the area described in **EXHIBIT A**, attached hereto and incorporated herein ("**Subdivision**") which, as of the signing of this resolution, is owned by the Agency, with the exception of one parcel that was conveyed to Jack Reed and Bridget Novak-Reed on June 7, 2023, and recorded on June 16, 2023, as Instrument No. 2023-00720; and

WHEREAS, the Agency desires to amend the Covenants to include the amendments provided immediately below and in the Second Declaration of Irrevocable Restrictive Covenants, attached hereto as **EXHIBIT B**, and incorporated herein by this reference:

(1) Article I, Sections 2 through 4 are repealed in full and replaced with the below provisions:

2. **Purchase Limitations.** No Owner may own more than two (2) Lots at once without prior approval from the City of David City Community Development Agency. Owner broadly means a natural person, his or her immediate family as defined below, and any company or corporation in which any of those persons or any combination of those persons may have a controlling interest.
3. **Single-Family Residential.** Each Lot, except any Lot containing a Townhouse Unit ("**Townhouse Unit**"), as defined below, or outlots being used as a public space, shall be used exclusively for single-family residential purposes.
4. **Townhouse Units.** A "Townhouse Unit" shall mean a single-family dwelling unit constructed in a group of three or more attached units in which each units extends from the foundation to roof and with open space on at least two sides. Townhouse Units shall only be constructed on the far West side of the Subdivision specifically, Block 1, Lot 1, and Block 3, Lots 1 through 10, and including any subsequently subdivided or joined lots of the same.

(2) Immediately following Article I, Section 15 the below provision shall be added:

16. Curbing. The first finished floor of any newly-built homes within the Subdivision shall be at least twenty-four (24") inches above the height of the curb on or nearest to the Lot.

; and

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

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

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

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

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

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

Section 4. This Resolution shall be in force and take effect from and after its adoption as provided by law and all resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED THIS 27th DAY OF March, 2024.

Jessica Miller, Chairperson

ATTEST:

Tami Comte, Secretary

Exhibit A

Legal Description of Subdivision

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

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

EXHIBIT A

Exhibit B

Second Amended and Restated Declaration of Irrevocable Restrictive Covenants

(See Attached)

(The above space for use of Register of Deeds)

AFTER RECORDING, RETURN TO:

Baird Holm LLP
David C. Levy
1700 Farnam Street, Suite 1500
Omaha, Nebraska 68102-2068

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

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

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

WHEREAS, Declarant is the Declarant under that certain Amended and Restated Declaration of Irrevocable Restrictive Covenant executed on _____, and recorded in the Butler County, Nebraska Register of Deeds Office, on _____, as Instrument No. _____ ("**Amended and Restated Covenants**," and collectively with the Original Covenants the "**Covenants**"); and

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

WHEREAS, Declarant has the authority to amend the Covenants with the written consent of all current owners of each lot ("**Lot**") in the Subdivision; and

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

NOW, THEREFORE, in consideration of the above recitals, incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which all parties hereto acknowledge and accept, Declarant hereby imposes the following restated covenants, conditions, and restrictions on the Subdivision, together with all newly amended language thereto which shall amend, re-state, and supersede all prior recorded covenants to the extent of conflict therewith:

ARTICLE I RESTRICTIONS AND COVENANTS

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

2. **Purchase Limitations.** No Owner may own more than two (2) Lots at once without prior approval from the City of David City Community Development Agency (the "CDA") by a vote of at least a majority of the CDA Board of Directors (the "Board") attending and voting on the issue at a properly noticed Board meeting. Owner means a natural person, his or her immediate family as defined below, and any company or corporation in which any of those persons or any combination of those persons may have a controlling interest.

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

4. **Townhouse Units.** A "Townhouse Unit" shall mean a single-family dwelling unit constructed in a group of three or more attached units in which each units extends from the foundation to roof and with open space on at least two sides. Townhouse Units shall only be constructed on the far West side of the Subdivision, specifically, Block 1, Lot 1, and Block 3, Lots 1 through 10, and including any subsequently subdivided or joined lots of the same.

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

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

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

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

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

9. Trash Removal. Owner shall not permit any incinerator or trash burners on any Lot. Owner shall not permit any fuel tanks on the Lot unless completely screened from view. Owner shall not store garden, lawn or maintenance equipment outside of any dwelling or suitable storage facility, except when in actual use. Owner shall not deposit visible garage, refuse, rubbish or cuttings on any street, road or Lot

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

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

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

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

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

15. Sidewalks. Owners of all Lots in the Subdivision, presently consisting of Parcel Numbers 120008359 and 120008312, or any Lots hereinafter subdivided therefrom, shall allow either the City of David City ("City") or Declarant to install a sidewalk consistent with the David City Municipal Code and

other governing rules, regulations, ordinances, or statutes, at the City or Declarant's sole discretion, within two (2) years of Owner completing construction of a single residence on the owned Lot.

16. Curbing. The first finished floor of any newly-built homes within the Subdivision shall be at least twenty-four (24") inches above the height of the curb on or nearest to the Lot.

ARTICLE II **GENERAL PROVISION**

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

2. Term and Amendment.

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

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

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

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

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

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

If to Declarant:

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

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

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

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

7. Severability. If any of the foregoing restrictive covenants is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other restrictive covenants not specifically declared to be void or unenforceable, but all of the remaining restrictive covenants not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

DECLARANT:

Community Development Agency of the City of David City

By: _____
Jessica Miller, as Chairperson

ATTEST:

Tami Comte, Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

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

Notary Public

My commission expires: _____

OWNERS:

Jack Reed and Bridget Novak-Reed

By: _____

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

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

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

Notary Public

My commission expires: _____

EXHIBIT A

Legal Description of the Subdivision

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

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

CDA member Jim Angell made a motion to approve the quote from StressCrete group in the amount of \$62,658 for the street light poles and fixtures for Northland Subdivision. CDA Member Pat Meysenburg seconded the motion. The motion carried.
Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 2

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StressCrete Inc. - Kansas
 14503 Wallick Rd.
 Atchison, Kansas
 Toll Free: 1-800-837-1024
 sales@scgrp.com | www.scgrp.com

Quote Name: Concrete Poles & Fixtures - Residential Development
Account Name: David City, NE Electric Department
Lead Time: 14-16 Weeks
Territory Manager: Manny Ramos
SC Region: SC3
Sales Agent: ELA - NE

Quote Number: Q-02222
Created Date: 3/8/2024
Expiration Date: 6/7/2024
Q-Number:

QTY	Line Item	Description					Total Per Unit	Subtotal
18	K118R-P4AR-III-60(SSL)-1030-120V-K24-PR7-3K-#1-WS-(TX - Black)						USD 1,422	USD 25,596
18	KD20-G-E10-DB-c/w 140-35/35-A						USD 2,059	USD 37,062
							TOTAL:	USD 62,658

NOTES

Freight Included. Concrete Poles are direct buried and come with a Lifetime Warranty. LED decorative fixture comes with a 7 year warranty.

TERMS

Please contact our office for special lead time requirements. The lead time of this quotation is an estimate only and is subject to change based on approval flow. Upon receipt of signed approval drawings, a firm delivery date will be established. All new orders placed by customers with unestablished credit will be subject to credit approval. Please refer to the above Quotation number when placing this order. Taxes extra where applicable. All prices valid for 30 days. Terms: Net 30 days. Federal law requires that the Federal tax number and State (Provincial) tax id number be provided on all purchase order forms. Please provide this number on your purchase order at the time of issue to StressCrete Group.



Evans, Lipka & Associates, Inc.
 1920 SW 6th Street, Suite B
 Lincoln, Nebraska 68522
 Ph. (402) 435-8282 • Fax (402) 435-8288
 www.evans-lipka.com

Chairman Jessica Miller made a motion to adjourn. CDA Member Bruce Meysenburg seconded the motion. The motion carried and Chairman Jessica Miller declared the meeting adjourned at 8:08 p.m.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 2

Secretary Tami Comte