

CITY COUNCIL PROCEEDINGS
November 12, 2025

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 Rick Holland, Jim Angell, Jeremy Abel, Keith Marvin, Kevin Woita, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, and Deputy City Clerk Lori Matchett. City Attorney David Levy attended via Zoom. City Clerk-Treasurer Tami Comte was absent.

Also present for the meeting were: Police Officer Chris Baete, Water Department Supervisor John Kobus, Water Operator William Fiala III, Ethan Joy of JEO Consulting Group, Account Clerk Rachel Kahnk, Street Supervisor Chris Kroesing, Rick Schneider of JonesGroup, Inc., Mark Sloup of Sloup Lawn Care, Bryon & Mary Forney, Nick & Chelsea Sypal, Marlene & Nick Hein, Bobbi Burgess, Virgene Otte, Payton Housenfeldt from CAT, and Zach Happel of Murphy Tractor & Equipment. Scott Steager from Steager Lawn Service attended via Zoom.

The meeting opened with the Pledge of Allegiance.

Mayor Jessica Miller informed the public of the "Open Meetings Act" posted on the west wall of the meeting room and asked those present to 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 Jim Angell made a motion to approve the minutes of the October 22, 2025, meeting of the Mayor and City Council as presented. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

City Street Department Supervisor Chris Kroesing introduced himself and spoke about the completed work of Hein Construction. Hein Construction has replaced the paving that was incorrectly laid and has completed satisfactory work. Street Supervisor Chris Kroesing is recommending that Hein Construction be paid for the work.

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

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

Council members discussed spending and claims, recommending that the City of David City & David City Utilities establish a purchasing policy for any purchases exceeding \$100.00. City Attorney David Levy will work on a resolution to address spending and a purchase policy for the December 10, 2025, council meeting.

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

Mayor Jessica Miller gave a summary of the Communities for Kids activities from October 2025.

Council member Bruce Meysenburg gave a status update of the Butler County Development Board and the discussions that they have been having about hotels.

Council member Kevin Woita made a motion to approve the committee and officer reports and updates on the Butler County Development Board. Council member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Ethan Joy, JEO Consulting Group, introduced himself and spoke about the change orders. It is JEO Consulting Group's recommendation to approve Change Order No. 7 for BRB Contractors, Inc.

Council member Bruce Meysenburg made a motion to approve Change Order No. 7 for BRB Contractors, Inc. in the amount of \$135,701.87 for HVAC equipment in the Headworks and storage buildings and SBR Air Piping modification and new diffusers. Council member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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CHANGE ORDER NO.: 7

Owner: City of David City
Engineer: JEO Consulting Group, Inc.
Contractor: BRB Contractors, Inc.
Project: Wastewater Treatment Facility Improvements
Contract Name:
Date Issued: 11/12/2025
Effective Date of Change Order: 11/12/2025

Owner's Project No.:
Engineer's Project No.: 251034.00
Contractor's Project No.:

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

Description:

This Change Order will incorporate the modifications outlined in Work Change Directive No. 7 and Work Change Directive No. 9. These two WCD's include a change in contract price to provide required HVAC equipment in the Headworks and Storage buildings. Additionally the change in contract price was provided to modify the SBR air piping to add two air diffusers to each existing and new SBR basins. Includes modifying the existing SBR air piping above grade to install the necessary fittings and piping to install eight (8) new diffusers in four (4) basins. WCD No. 9 also includes a change in contract times to extend the contract four (4) days. Additional descriptions for the work included in this Change Order can be referenced in the attached WCD's.

Attachments:

- 1 WCD No. 7 - Headworks and Storage HVAC Modifications
- 2 WCD No. 9 - SBR Air Piping Modifications & New Diffusers

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 16,882,000.00		Substantial Completion:	3/31/2026
		Ready for final payment:	7/31/2026
Net change from previously approved Change Orders No. 1 to No. 6:		Net change from previously approved Change Orders 1 to No. 6:	
\$ 440,453.36		Substantial Completion:	28 days
		Ready for final payment:	28 days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 17,483,474.50		Substantial Completion:	4/28/2026
		Ready for final payment:	8/28/2026
Net change for this Change Order:		Net change for this Change Order:	
\$ 135,701.87		Substantial Completion:	4 days
		Ready for final payment:	4 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 17,458,155.23		Substantial Completion:	5/2/2026
		Ready for final payment:	9/1/2026

Recommended by Engineer (if required)

By: Sarah Nguyen
C289918EAA7F40F...

Title: Project Engineer

Date: 11/11/2025

Authorized by Owner

DocuSigned by:
Jerome G. Miller
B2800C3EAD57494...

Title: Mayor

Date: 11/13/2025

Accepted by Contractor

By: Josh Blum
BBE1202D1726416...

Title: Project Manager

Date: 11/11/2025

Approved by Funding Agency (if applicable)

N/A

EJCDC® C 941, Change Order.

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Work Change Directive

WORK CHANGE DIRECTIVE NO. | 7

DATE | 10/23/2025

PROJECT | Wastewater Treatment Facility Improvements

JEO PROJECT NO. | 251034.00

LOCATION | David City, NE

OWNER | City of David City, NE

CONTRACTOR | BRB Contractors, Inc.

You are directed to proceed promptly with the following change(s):

Description The following is a change to the scope of work to provide required HVAC equipment in the Headworks and Storage buildings. The following is a summarized list of the changes:

Headworks Building:

- Upsize MAU-1
- Upsize EF-1
- Remove dampers
- Add 25 kW heater
- Add duct work to the Pump Pit
- Upsize ACU-1

Storage Building:

- Reduce exhaust fan size
- Add an exhaust fan
- Add a CO2 and NO2 detection system
- Add a 25 kW heater

Purpose of Change Directive These modifications are outlined in the Wastewater Treatment Facility Improvements Peer Review. See the attachments for details about each recommended modification.

Attachment(s) - Appendix Sheets from Wastewater Treatment Facility Improvements Peer Review for the mechanical evaluation in the Headworks, Blower building and Storage building.

- BRB proposal summary
- BRB cost breakdown
- Emails from this discussion

If claim is made that the above changes have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes:

Method of Determining Change in Contract Price

- ☐ Unit Prices
- ☒ Lump Sum
- ☐ Other N/A

Estimated Increase (Decrease) in Contract Price

\$ 62,807.32

Method of Determining Change in Contract Times

- ☐ CONTRACTOR's Records
- ☐ ENGINEER's Records
- ☒ Other N/A

Estimated Increase (Decrease) in Contract Times

0 Days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

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Work Change Directive

Recommended:

Signed by:
Sarah Nguyen
C28994E3E40101
ENGINEER

10/27/2025

Date

Authorized:

DocuSigned by:
James G. Miller
62800C3E40101
OWNER

11/15/2025

Date

Accepted:

Signed by:
Josh Kling
BB1C40101
CONTRACTOR

11/4/2025

Date

cc: Project Manager, Resident Project Representative, Contractor, Owner

Date: 09/17/2025

David City Wastewater Treatment Plant

Peer Review and Evaluation

Element Name: Mechanical Evaluation – Headworks Building

STRUCTURE 10 - HEADWORKS BUILDING – SCREEN ROOM 101

1. It appears the screen room was designed for approximately 10 ACH with a 1600 CFM make-up air unit MAU-1 and 1600 CFM exhaust fan EF-1. In order for the room to be Class 1, Division 2 it requires minimum 12 ACH continuous.
 - a. Recommendation¹: Change make-up air unit MAU-1 from 1600 CFM to 2200 CFM and exhaust fan EF-1 from 1600 CFM to 2200 CFM to meet the required 12 ACH to be Class 1, Division 2.
2. Control dampers are located in outside air inlets and conditioned outside air discharge of make-up air unit MAU-1. Per Ten State Standards, dampers should not be used on exhaust or fresh air ducts and fine screens or other obstructions should be avoided to prevent clogging.
 - a. Recommendation¹: Remove dampers from outside air inlet and conditioned outside air discharge of make-up air unit MAU-1.
3. Two 10 KW electric unit heaters are located within the room to cover the envelope load of approximately 21.7 MBH. If make-up air unit MAU-1 were to lose heating capacity and supply fan and/or exhaust fan EF-1 remain operating the room could reach freezing temperatures.
 - a. Recommendation²: Add 25 KW of additional heat to the room for a total of 45 KW of electric heat.
4. No fresh air is being supplied to Pump Pit 103 located on north end of Screen Room 101. Per Ten State Standards, fresh air shall be forced into enclosed screening device areas or open pits more than 4 feet deep. Pump Pit 103 is approximately 11'-0" deep.
 - a. Recommendation¹: Route 8"x8" conditioned outside air duct down in pit and connect to 12"x12" conditioned outside air duct from make-up air unit MAU-1.

STRUCTURE 10 - HEADWORKS BUILDING – ELECTRICAL ROOM 102

1. Currently being served with a single Packaged Air Conditioning Unit ACU-1. The room has an electrical heat loss load of approximately 49.9 MBH sensible and an envelope load of approximately 4.8 MBH sensible for a total load of 54.7 MBH sensible.

Packaged Air Conditioning Unit ACU-1 Capacity:

ACU-1 Cooling Capacity = 36.0 Total MBH, 25.0 Sensible MBH

ACU-1 Heating Capacity = 6KW, 20.40 MBH

- a. Recommendation²: Provide a Packaged Air Conditioning Unit with the minimum capacities: 55.7 MBH Total / 54.7 MBH Sensible, 6KW, 20.40 MBH Heating

Date: 09/17/2025

David City Wastewater Treatment Plant

Peer Review and Evaluation

Element Name: Mechanical Evaluation – Storage Building

STRUCTURE 50 - STORAGE BUILDING

1. Storage building is approximately 2,400 SF, and its ventilation is being provided with a 6400 CFM exhaust fan EF-2 and a 48"x48" Outside air louver. Per code the ventilation rate required is Full on rate of not less than 0.75 CFM per SF with a standby rate of not less than 0.05 CFM per SF. To conserve energy the system is allowed to modulate between full capacity and minimum standby capacity. In addition, this building will store vehicles, therefore, per International Fire Code, this system must operate automatically by the use of CO₂ and NO₂ detection devices.
Full capacity will require 1,800 CFM (2,400 SF x 0.75 CFM = 1800 CFM)
Standby rate will require 120 CFM (2,400 SF x 0.05 CFM = 120 CFM)
 - a. Recommendation¹: Reduce the exhaust fan size from 6400 CFM to 1800 CFM to meet the required ventilation rate of 1,800 CFM at 0.75 CFM per SF. Provide an additional continuous operation exhaust fan sized for 120 CFM to meet the required ventilation rate of 0.05 CFM continuous. It is also required to add a CO₂ and NO₂ detection system capable of covering 2,400 SF.
2. Currently there are two 10 KW electric unit heaters located within the storage building, which provides approximately 34.1 MBH each for a total of 68.2 MBH. The building envelope load is approximately 45.3 MBH. If exhaust fan EF-2 (6400 CFM) were to operate in winter conditions, the two heaters would only be capable of providing a temperature rise of approximately 10°F. If exhaust fan EF-2 is reduced to 1800 CFM then the needed heat capacity would be approximately 29 KW, or 98.9 MBH to provide approximately a 50°F temperature rise. This would keep the building above freezing temperature during winter operation. This load combined with the envelope load would be approximately 144.2 MBH. The current design would not be able to provide sufficient heat to keep the building above freezing during winter.
 - a. Recommendation²: Add 25 KW of additional heat with more electric heaters to provide a total of 45 KW of electric heat, or a total of approximately 153.5 MBH. This would provide sufficient heating to the storage building, if the EF-2 is reduced to 1,800 CFM.



10/23/2025

To JEO and the City of David City,

Per WCD #7 dated 7/31/2025, BRB was asked to provide pricing for modifying the HVAC equipment in the headworks and storage buildings on the David City Wastewater Facility Improvements project. Modifications include the following:

- Upsizing the unit heater, fan, and air conditioner
- The existing MAU can still be used, but the motor needs to be upsized to increase the CFM
- Ductwork modifications
- Subcontractor labor
- Coring/modifying the existing blockouts for the new units

Modifying the air conditioning units at the blower building is NOT included in this proposal and will be sent separately. The air conditioning units that were previously purchased (qty 2) will be installed at the headworks building.

Electrical/instrumentation cost modifications to accommodate these HVAC modifications are NOT included as part of this proposal and will instead be sent separately as part of a proposal from the electrician for additional electrical modifications.

The cost of these modifications will be \$62,807.32 and will require an additional eight weeks to reorder parts and install new equipment at the headworks and storage building, to be added from the date of acceptance of this proposal. Updated submittal information showing the new units has been sent with this document. If you have any questions, or would like to discuss this further, please feel free to reach out.

Thank You,

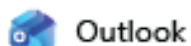
Josh Klug
Project Manager
BRB Contractors, Inc
785-477-3094



Cost Proposal: Modifications to the HVAC Units
Date: October 16, 2025

Class of Work	QTY.	Unit		Unit Labor	Labor	Total Labor	Unit Material	Extended Material	Equipment Cost	Sub Contract
Modifications to the HVAC Units	1.00	EA				0.00				\$1978.00
Additional Coring/Blockout Adjustments	1.00	EA				0.00				4000.00
	1.00	EA				0.00				
	1.00	EA				0.00				
	2.50	EA				0.00				
	3.50	EA				0.00				
	1.00	EA				0.00				
	1.00 EA					0.00				
Sub Totals:						\$0.00		\$0.00	\$0.00	\$55,978.00
Material Sub-Total						\$0.00				
Labor Sub-Total						\$0.00				
Subcontractor-Total						\$55,978.00				
Equipment Sub-Total						\$0.00				
Sub-Total						\$55,978.00				
Sub-Total Without Sub						\$0.00				
Contractor's Fee	15.00%					\$0.00				
Sub-Contractors Fee	10.00%					\$5,597.80				
Sub-Total Insurance and Bond	2.00%					\$61,575.80				
Total						\$62,807.32				

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Fw: Fw: David City WWTP HVAC Submittal Information

From Josh Klug <JoshKlug@brbcontractors.com>
Date Thu 10/23/2025 8:19 AM
To Josh Klug <JoshKlug@brbcontractors.com>

From: jerrod wasson <eventempks@gmail.com>
Sent: Wednesday, October 22, 2025 4:58 PM
To: Josh Klug <JoshKlug@brbcontractors.com>
Subject: Re: Fw: David City WWTP HVAC Submittal Information

\$51,978 without the acs

On Wed, Oct 22, 2025, 4:52 PM Josh Klug <JoshKlug@brbcontractors.com> wrote:
Jerrod,

See below. I forgot about this when you called earlier. In short, the city wants us to break out the AC Units at the blower building from this change order so that they can give the green light on everything else. Can you update your proposal to separate out that cost?

Thanks,

Josh Klug
Project Manager



BRB Contractors

[4646 NW Fielding Rd](#)

PO Box 750940

Topeka, KS 66675

Phone: 785-290-1116

Cell: 785-477-3094

Docusign Envelope ID: 7903C768-6E5D-42F7-809C-A305FB6BAE0F

ESTIMATE

Even Temp LLC
748 N 100 Road
BALDWIN CITY, KS 66006
(785) 218-2503

ORIGINAL QUOTE FOR
REFERENCE ONLY: INCLUDES
UNAPPPROVED AC UNITS AT
BLOWER BUILDING.

BRB Contractors
4646 NW Fielding Road
Topeka, KS 66618

Estimate #: 94
Date: 8/28/2025
Expires On: 9/28/2025

DESCRIPTION	QUANTITY	PRICE	AMOUNT
Change order	1.00	\$81,978.00	\$81,978.00

Change order based on re submittals

Project Description SUBTOTAL: ~~\$81,978.00~~

The price includes installation and freight.

price also includes any duct size increases

duct sizing will need to be redrawn to handle

the CFM increase price includes ~~two five time~~

~~ACS for the blower building~~

SALES TAX: \$0.00

Notes TOTAL: ~~\$81,978.00~~

Exclusions are concrete concrete sawing or

boring and wiring in high voltage

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Work Change Directive

WORK CHANGE DIRECTIVE NO. | 9
DATE | 10/22/2025
PROJECT | Wastewater Treatment Facility Improvements
JEO PROJECT NO. | 251034.00
LOCATION | David City, NE
OWNER | City of David City, NE
CONTRACTOR | BRB Contractors, Inc.

You are directed to proceed promptly with the following change(s):

Description The following is a change to the scope of work to modify the SBR air piping to add two air diffusers to each existing and new SBR basins. This change includes modifying the existing SBR air piping above grade to install the necessary fittings and piping to install eight (8) new diffusers in four (4) basins.

Purpose of Change Directive This change is to meet the recommendation from Aqua-Aerobic Systems during the submittal process and their design proposal.

Attachment(s) Figure - Proposed Air Piping Modifications
- BRB Proposal
- BRB Cost Breakdown

If claim is made that the above changes have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes:

Method of Determining Change in Contract Price
☐ Unit Prices
☒ Lump Sum
☐ Other N/A

Method of Determining Change in Contract Times
☐ CONTRACTOR's Records
☐ ENGINEER's Records
☒ Other N/A

Estimated Increase (Decrease) in Contract Price
\$ 72,894.55

Estimated Increase (Decrease) in Contract Times
4 Days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Recommended:

Signed by:
Sarah Nguyen
C2889 ENGINEER
10/23/2025
Date

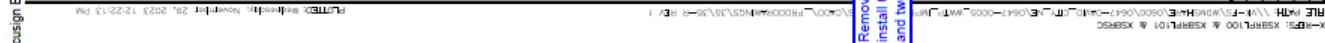
Authorized:

DocuSigned by:
Genie G. Miller
82808C3E OWNER
11/13/2025
Date

Accepted:

Signed by:
Josh Kling
BRB CONTRACTOR
10/24/2025
Date

cc: Project Manager, Resident Project Representative, Contractor, Owner





10/16/2025

To JEO and the City of David City,

Per RFI #1 and RFI #37, there needs to be eight diffusers in each SBR basin instead of the six shown on the contract drawings. This affects several items:

- Additional air pipe beyond what was shown on the contract drawings will be needed to account for the eight additional diffusers.
- The existing buried piping at SBR #1 and #2 will need to be dug up and modified per JEO's updated drawing (attached).

The additional work will take an additional four days and the cost will be \$72,894.55. A breakdown of costs and proposed drawing is provided. If there are any questions about this proposal, feel free to reach out.

Thanks,

Josh Klug

Project Manager
BRB Contractors, Inc
785-477-3094



Docusign Envelope ID: 1F451BD9-6E91-4C44-A7C8-28E68E145BD1

David City
JEO

Cost Proposal: Modifications to the SBR diffuser pipe

Date: October 16, 2025

Class of Work	QTY.	Unit	Unit Labor	Labor	Total Labor	Unit Material	Extended Material	Equipment Cost	Sub Contract
Additional Pipe at Both SBR Basins	1.50	WK	130.00	160.00	20800.00		30843.69	3500.00	
Supervision	2.00	WK	175.00	40.00	7000.00				
	1.00	EA			0.00				
	2.50	EA			0.00				
	3.50	EA			0.00				
	1.00	EA			0.00				
	1.00	EA			0.00				
Sub Totals:					\$27,800.00		\$30,843.69	\$3,500.00	\$0.00

Four man crew for an additional 4 days for pipe
Additional rock where digging around new SBR

Material Sub-Total	\$30,843.69	
Labor Sub-Total	\$27,800.00	
Subcontractor-Total	\$0.00	
Equipment Sub-Total	\$3,500.00	
Sub-Total	\$62,143.69	
Sub-Total Without Sub	\$62,143.69	
Contractor's Fee	15.00%	\$9,321.55
Sub-Contractors Fee	10.00%	\$0.00
Sub-Total		\$71,465.24
Insurance and Bond	2.00%	\$1,429.30
Total		\$72,894.55

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FERGUSON WATERWORKS #2923
1251 N CENTURY AVE
KANSAS CITY, MO 64120-2923

Phone: 816-627-2706
Fax: 816-920-5723

Deliver To: .
From: Taylor Grover
taylor.grover@ferguson.com
Comments:

14:58:16 OCT 15 2025

Page 1 of 3

FERGUSON WATERWORKS #2923

Price Quotation

Phone: 816-627-2706

Fax: 816-920-5723

Bid No: B444241
Bid Date: 10/14/25
Quoted By: TXG

Cust Phone: 785-290-1128
Terms: NET 10TH PROX

Customer: BRB CONTRACTORS INC
3805 NW 25TH ST
DAVID CITY WWTP IMPROVEME
(PLANT DIVISION)
TOPEKA, KS 66618

Ship To: BRB CONTRACTORS INC
3461 M RD
DAVID CITY WWTP IMPROVEMEN
DAVID CITY, NE 68632

Cust PO#: DIFT, DIFB, REST BID

Job Name:

Item	Description	Quantity	Net Price	UM	Total
DFTU	DOM 6 DI 125# C110 FLG TEE CUST ITEM: DFTU SEQ #: 820 6" FLG DI TEE C110 UNLINED/PRIMED	3	618.819	EA	1856.46
DFTXU	DOM 8X8 DI 125# C110 FLG TEE CUST ITEM: DFTXU SEQ #: 821 8" X 8" FLG DI TEE, C110 UNLINED / PRIMED	2	1266.088	EA	2532.18
DF9U	DOM 6 DI 125# C110 FLG 90 BEND CUST ITEM: DF9U SEQ #: 822 6" FLG DI 90 BEND C110 UNLINED / PRIMED	6	359.956	EA	2079.66 \$2,159.74
DF9UM	DOM 6X3 DI 125# C110 FLG 90 BEND CUST ITEM: DF9UM SEQ #: 823 6" X 3" FLG DI C110 90 BEND UNLINED/PRIMED	8	358.026	EA	2864.21
DI350TJPX	8 DI CL350 TYTON JT PIPE CUST ITEM: DI350TJPX SEQ #: 824 8" TYTON X PE 350 SEAL COAT / SEAL COAT	18	41.724	FT	751.03
DI350TJPU	8 DI CL350 / CL50 TYTON JT PIPE CUST ITEM: DI350TJPU SEQ #: 825 8" TYTON X PE 350 SEAL COAT / SEAL COAT	54	31.683	FT	1440.95 \$1,711.42



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to

complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2923&on=36419>

Docusign Envelope ID: 1F451BD9-8E91-4C44-A7C8-28E68E145BD1



FERGUSON WATERWORKS #2923
Price Quotation

Page 2 of 3

Fax: 816-920-5723

14:58:16 OCT 15 2025

Reference No: B444241

Item	Description	Quantity	Net Price	UM	Total
SP-8DIPFABSPPOOL	8 DIP FAB SPL - DESCRIPTION BELOW CUST ITEM: SP-8DIPFABSPPOOL SEQ #: 826 6" X 12'-0" FLG X PE DI PIPE - CL53 SC / TN140-1211 RED	3	1271.719	EA	3815.16
DMJ9LAU	DOM 6 MJ C153 90 BEND L/A CUST ITEM: DMJ9LAU SEQ #: 827 6" MJ DI 90 BEND C153 / BIT COAT	3	188.188	EA	564.56
DMJTLAXU	DOM 8X6 MJ C153 TEE L/A CUST ITEM: DMJTLAXU SEQ #: 828 8" X 6" MJ TEE C153 / BIT COAT	3	337.755	EA	1013.27
DMJBGPU	DOM 6 MJ BLT & GSKT PK L/ GLAND CUST ITEM: DMJBGPU SEQ #: 829 6" MJ ACC PACK C153 6	9	32.251	EA	290.26
IMJGPX	8 MJ GLAND PK ACCY KIT C153 CUST ITEM: IMJGPX SEQ #: 830 8" MJ ACC PACK C153 6	3	37.778	EA	113.33
SP-8DIPFABSPPOOL	8 DIP FAB SPL - DESCRIPTION BELOW CUST ITEM: SP-8DIPFABSPPOOL SEQ #: 831 8" X 11'6" FLG X FLG CL53 UNLINED / TN-N140-1211 RED	2	2329.926	EA	4659.85
SP-8DIPFABSPPOOL	6 DIP FAB SPL - DESCRIPTION BELOW CUST ITEM: SP-8DIPFABSPPOOL SEQ #: 832 6" X 6'0" FLG X FLG CL53 UNLINED / TN-N140-1211 RED	6	1086.143	EA	6516.86
SP-8DIPFABSPPOOL	6 DIP FAB SPL - DESCRIPTION BELOW CUST ITEM: SP-8DIPFABSPPOOL SEQ #: 833 6" X 4'0" FLG X FLG CL53 UNLINED / TN-N140-1211 RED	2	922.960	EA	1845.92
			Net Total:		-\$30843.60
			Tax:		\$0.00
			Freight:		\$0.00
			Total:		\$30843.60

\$30,694.25



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2923&on=36419>

Docusign Envelope ID: 1F451BD9-8E91-4C44-A7C8-28E88E145BD1



FERGUSON WATERWORKS #2923
Price Quotation

Page 3 of 3

Fax: 816-920-5723

14:58:16 OCT 15 2025

Reference No: B444241

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2923&on=36419>

Ethan Joy, JEO Consulting Group, introduced himself and recommended approval of Pay Application No. 20 to BRB Contractors, Inc.

Council member Kevin Woita made a motion to approve Pay Application No. 20 for BRB Contractors, Inc. in the amount of \$279,586.77 for the Wastewater Treatment Plant Improvement Project. Council member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea. Yea: 6, Nay: 0.

Docusign Envelope ID: 2A66479D-120C-45AE-821B-6008403DCB51

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	251034.00
Contractor:	BRB Contractors, Inc.	Contractor's Project No.:	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		
Application No.:	20	Application Date:	11/7/2025
Application Period:	From 9/24/2025	to	10/21/2025

1. Original Contract Price	\$	16,882,000.00
2. Net change by Change Orders	\$	601,474.50
3. Current Contract Price (Line 1 + Line 2)	\$	17,483,474.50
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	15,049,347.41
5. Retainage		
a. 5% X \$ 12,010,989.15 Work Completed =	\$	600,549.46
b. 5% X \$ 3,038,358.26 Stored Materials =	\$	151,917.91
c. Total Retainage (Line 5.a + Line 5.b)	\$	752,467.37
6. Amount eligible to date (Line 4 - Line 5.c)	\$	14,296,880.04
7. Less previous payments (Line 6 from prior application)	\$	14,017,293.27
8. Amount due this application	\$	279,586.77
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	3,186,594.46

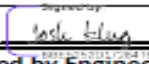
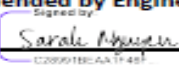

Contractor's Certification

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

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

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

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

Contractor:	BRB Contractors, Inc.		
Signature:		Date:	11/7/2025
Recommended by Engineer	Approved by Owner		
By:		By:	
Title:	Project Engineer	Title:	Mayor
Date:	11/7/2025	Date:	11/13/2025
Approved by Funding Agency			
By:	N/A	By:	N/A
Title:		Title:	
Date:		Date:	

Docusign Envelope ID: 2A66479D-120C-45AE-821B-60084030CB51

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:		City of David City				Owner's Project No.:				251034.00							
Engineer:		JEO Consulting Group, Inc.				Engineer's Project No.:				NE3DAV							
Contractor:		BRB Contractors, Inc.				Contractor's Project No.:											
Project:		David City Wastewater Treatment Facility Improvements															
Contract:		David City Wastewater Treatment Facility Improvements															
Application No.:		20		Application Period:		From		09/24/25		to		10/21/25		Application Date:		11/07/25	
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																	
GENERAL SITEWORK																	
1	Mobilize	\$ 750,000.00		750,000.00		-			-								
2	Bonds and Insurance	\$ 180,000.00		180,000.00		-			-								
3	SWPP Items	\$ 25,000.00		23,200.00		1,800.00											
4	Site Clearing	\$ 30,000.00		30,000.00		-			-								
5	12" & 16" Force Main Piping	\$ 300,000.00		214,557.08		63,893.68			21,549.24								
6	Other Piping/Valves	\$ 1,395,000.00		413,000.00		574,291.45			247,708.55								
7	Precast Manholes	\$ 65,000.00		60,000.00		6,000.00			5,000.00								
8	Instrumentation & Control Electrical/Generator Work	\$ 50,000.00		15,000.00		15,096.14			19,903.86								
9		\$ 125,000.00		112,500.00		-			12,500.00								
HEADWORKS BUILDING																	
10	Excavation & Backfill	\$ 150,000.00		120,000.00		-			30,000.00								
11	Concrete Base Structure	\$ 500,000.00		500,000.00		-			-								
12	Concrete Walls Structure	\$ 1,207,000.00		1,160,000.00		47,000.00			-								
13	Concrete Floor/Deck Structure	\$ 350,000.00		320,000.00		30,000.00			30,000.00								
14	Misc. Metals Furnish/Install	\$ 50,000.00				38,975.00			11,025.00								
15	Masonry Above Structure	\$ 225,000.00		225,000.00		-			-								
16	Doors & Windows Furnish/Install	\$ 65,000.00				40,000.00			25,000.00								
17	Roof Trusses Furnish/Install	\$ 45,000.00		45,000.00		-			-								
18	Standing Seam Roof & Specialties	\$ 100,000.00		80,000.00		20,000.00			20,000.00								
19	Slide Gates Furnish/Install	\$ 100,000.00		92,000.00		8,000.00			8,000.00								
20	Bar Screen Furnish/Install	\$ 200,000.00		185,000.00		15,000.00			15,000.00								
21	Grit Equipment, Valves, Flumes Furnish/Install	\$ 1,300,000.00		250,000.00		592,260.22			377,739.78								
22	Parshall Flume	\$ 10,000.00				-			10,000.00								
23	Indoor Sampler	\$ 20,000.00				-			20,000.00								
24	Painting Structure	\$ 40,000.00				-			40,000.00								
25	Instrumentation & Control Work	\$ 950,000.00		538,253.00		245,490.40			166,256.60								
26	Mechanical Work (both buildings)	\$ 270,000.00		25,000.00		16,920.00			228,080.00								
27	Electrical Work	\$ 700,000.00		364,500.00		85,762.85			209,737.15								
AGP FLUME NO. 20																	
28	Excavation & Backfill	\$ 15,000.00		13,000.00		-			2,000.00								
29	Concrete Base	\$ 20,000.00		20,000.00		-			-								
30	Concrete Walls	\$ 42,000.00		42,000.00		-			-								

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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:		City of David City				Owner's Project No.:		251034.00									
Engineer:		JEO Consulting Group, Inc.				Engineer's Project No.:		NE3DAV									
Contractor:		BRB Contractors, Inc.				Contractor's Project No.:											
Project:		David City Wastewater Treatment Facility Improvements															
Contract:		David City Wastewater Treatment Facility Improvements															
Application No.:		20		Application Period:		From		to		10/21/25		Application Date:		11/07/25			
A		B		C		D		E		F		G		H		I	
Item No.		Description		Scheduled Value (\$)		Work Completed (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) (\$)	
31		Misc. Metals Furnish/Install		\$ 10,000.00		8,500.00						8,500.00		85%		1,500.00	
32		Equipment Flume Install		\$ 15,000.00		15,000.00						15,000.00		100%		-	
		INFLUENT PUMP STATION															
33		Excavation & Backfill		\$ 160,000.00		150,000.00						150,000.00		94%		10,000.00	
34		Concrete Base		\$ 50,000.00		50,000.00						50,000.00		100%		-	
35		Concrete Walls		\$ 327,000.00		327,000.00						327,000.00		100%		-	
36		Concrete Roof		\$ 100,000.00		100,000.00						100,000.00		100%		-	
37		Misc. Metals Furnish/Install		\$ 50,000.00		50,000.00						50,000.00		100%		-	
38		Furnish & Install Pumps		\$ 525,000.00		498,750.00						498,750.00		95%		26,250.00	
39		Furnish & Install Jib Crane & Foundation		\$ 50,000.00								34,860.00		70%		15,140.00	
40		Painting Work		\$ 35,000.00		20,000.00						20,000.00		57%		15,000.00	
41		Electrical Work		\$ 50,000.00		9,000.00		5,000.00		6,633.43		20,633.43		41%		29,366.57	
		NEW SBR STRUCTURE										-		-		-	
42		Excavation & Backfill		\$ 350,000.00		260,000.00		45,000.00				305,000.00		87%		45,000.00	
43		SBR Concrete Base Sections		\$ 520,000.00		520,000.00						520,000.00		100%		-	
44		SBR Concrete Wall Sections		\$ 1,261,000.00		1,213,000.00		35,000.00				1,248,000.00		99%		13,000.00	
45		SBR Basin Equipment Aeration		\$ 1,000,000.00		914,060.50		20,000.00				934,060.50		93%		65,939.50	
46		SBR Basin Equipment Pumps		\$ 50,000.00		40,000.00		5,000.00				45,000.00		90%		5,000.00	
47		Misc. Metals Furnish/Install		\$ 40,000.00						31,625.00		31,625.00		79%		8,375.00	
48		Painting Work		\$ 15,000.00		15,000.00						15,000.00		100%		-	
49		Electrical Work		\$ 50,000.00		30,795.00		7,500.00		5,000.00		35,795.00		72%		14,205.00	
		BLOWER BUILDING MODIFICATIONS										-		-		-	
50		Concrete Floor/Wall Demolition		\$ 15,000.00		10,000.00		4,000.00				14,000.00		93%		1,000.00	
51		Excavation & Backfill		\$ 15,000.00		5,000.00		5,000.00				10,000.00		67%		5,000.00	
52		New Concrete Floor and Blower Bases		\$ 35,000.00		20,000.00				4,203.29		24,203.29		69%		10,796.71	
53		New Masonry Wall/Misc. Infill		\$ 7,500.00		7,500.00						7,500.00		100%		-	
54		Furnish & Install Doors		\$ 7,500.00				7,500.00				7,500.00		100%		-	
55		Furnish & Install New/Existing SBR Blowers		\$ 400,000.00		150,000.00				225,103.16		375,103.16		94%		24,896.84	
56		Painting Work		\$ 20,000.00		15,000.00						15,000.00		75%		5,000.00	
57		Instrumentation & Control Work		\$ 150,000.00		26,000.00				114,060.50		140,060.50		93%		9,939.50	
58		Electrical Work		\$ 100,000.00		78,625.00				9,681.02		88,306.02		88%		11,693.98	
		EXISTING SBR BASIN MODIFICATIONS										-		-		-	
59		Remove Existing Equipment & Piping		\$ 50,000.00								-		0%		50,000.00	
60		Existing SBR Basin Equipment Aeration		\$ 1,000,000.00		5,000.00				882,316.62		887,316.62		89%		112,683.38	

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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.:		20	Application Period:		From	09/24/25		to	10/21/25	Application Date:		11/07/25
A	Item No.	B	C	D	E	Work Completed		F	G	H	I	
						(D + E) From Previous Application (\$)	This Period (\$)					
	61	Existing SBR Basin Equipment Pumps	\$ 50,000.00					29,535.50	29,535.50	59%	20,464.50	
	62	Misc. Metals Furnish/Install	\$ 40,000.00					31,650.00	31,650.00	79%	8,350.00	
	63	Construct New SBR Splitter Box	\$ 174,000.00	174,000.00					174,000.00	100%	-	
	64	Painting Work	\$ 20,000.00						-	0%	20,000.00	
	65	Electrical Work	\$ 50,000.00	5,000.00					5,000.00	10%	45,000.00	
		STORAGE BUILDING									-	
	66	Excavation & Backfill	\$ 35,000.00	35,000.00					35,000.00	100%	-	
	67	Building Drainage Piping & Oil Separator	\$ 40,000.00	40,000.00					40,000.00	100%	-	
	68	Concrete Foundations	\$ 40,000.00	40,000.00					40,000.00	100%	-	
	69	Concrete Floor	\$ 56,000.00	56,000.00					56,000.00	100%	-	
	70	New Building Walls and Roof	\$ 270,000.00	229,259.00	10,000.00				239,259.00	89%	30,741.00	
	71	Doors & Windows	\$ 40,000.00					21,000.00	21,000.00	53%	19,000.00	
	72	Painting Work	\$ 30,000.00						-	0%	30,000.00	
	73	Electrical Work	\$ 75,000.00	7,000.00	5,000.00			10,000.00	22,000.00	29%	53,000.00	
	74	DEMO EXISTING HEADWORKS BUILDING									-	
		Demolition of Existing Building Complete	\$ 30,000.00						-	0%	30,000.00	
		CLOSEOUT									-	
	75	Site Grading	\$ 25,000.00						-	0%	25,000.00	
	76	SBR/Storage Building Sidewalks	\$ 25,000.00						-	0%	25,000.00	
	77	Concrete Paving	\$ 20,000.00						-	0%	20,000.00	
	78	Seeding & Mulch	\$ 15,000.00						-	0%	15,000.00	
	79	Crushed Rock Surfacing Roads	\$ 80,000.00						-	0%	80,000.00	
	80	Fence & Gate System	\$ 30,000.00						-	0%	30,000.00	
		Original Contract Totals	\$ 16,882,000.00	\$ 10,902,499.58	\$ 508,500.00	\$ 3,038,358.26	\$ 14,449,357.84	86%	\$ 2,432,642.16			

Contractor's Application for Payment

Lump Sum

DocuSign Envelope ID: 2A658475D-120C-4EAE-321B-60B9403DCB51

Stored Materials Summary

Contractor's Application for Payment

City of David City		Owner's Project No.:	
JEO Consulting Group, Inc.		Engineer's Project No.:	
BRB Contractors, Inc.		Contractor's Project No.:	
David City Wastewater Treatment Facility Improvements			
David City Wastewater Treatment Facility Improvements			
Application No.:		Application Date:	
20		11/07/25	

Contractor's Application for Payment

6706

Ethan Joy, JEO Consulting Group, introduced himself. JEO Consulting Group is recommending payment of Pay Application No. 1 to Rutjens Construction Inc.

Council member Kevin Woita made a motion to approve Pay Application No. 1 for Rutjens Construction, Inc., in the amount of \$323,565.01 for the 2025 Water Main Improvements: North 7th Street from J Street to O Street. Council member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Docusign Envelope ID: 3390F2ED-9C96-4D4D-83DC-40A60DFFDBCF

Contractor's Application for Payment

Owner:	City of David City		Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.		Engineer's Project No.:	231471.00
Contractor:	Rutjens Construction, Inc.		Contractor's Project No.:	
Project:	2025 Water Main Improvements: North 7th Street from J Street to O Street			
Contract:	2025 Water Main Improvements: North 7th Street from J Street to O Street			
Application No.:	1	Application Date:	11/3/2025	
Application Period:	From	9/2/2025	to	10/31/2025

1. Original Contract Price	\$	380,566.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	380,566.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	340,594.75
5. Retainage		
a. 5% X \$ 340,594.75 Work Completed =	\$	17,029.74
b. 5% X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	17,029.74
6. Amount eligible to date (Line 4 - Line 5.c)	\$	323,565.01
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	323,565.01
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	57,000.99

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

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

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

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

Contractor: Rutjens Construction, Inc.

Signature: *Adam Rutjens* Date: 11/5/2025

Recommended by Engineer		Approved by Owner	
By: <u><i>Ethan Joy, P.E.</i></u>	By: <u><i>Jeremy Abel</i></u>		
Title: <u>Project Manager</u>	Title: <u>Mayor</u>		
Date: <u>11/5/2025</u>	Date: <u>11/13/2025</u>		
Approved by Funding Agency			
By: <u>N/A</u>	By: <u>N/A</u>		
Title: _____	Title: _____		
Date: _____	Date: _____		

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Progress Estimate - Unit Price Work												Contractor's Application for Payment			
Owner: City of David City Engineer: JEO Consulting Group, Inc. Contractor: Rutgens Construction, Inc. Project: 2025 Water Main Improvements: North 7th Street from J Street to O Street Contract: 2025 Water Main Improvements: North 7th Street from J Street to O Street												Owner's Project No.: Engineer's Project No.: 231471.00 Contractor's Project No.:			
Application No.: 1		Application Period: From 09/02/25 to 10/31/25		Application Date: 11/03/25											
Bid Item No.	Description	Item Quantity	Units	Contract Information			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) (\$)		
				C	D	E		F	G					H	
Original Contract															
1	Mobilization	1	LS			17,000.00		17,000.00	1.00	1,500.00		17,000.00	100%	-	
2	Bonding and Insurance	1	LS			1,500.00		1,500.00	1.00	1,500.00		1,500.00	100%	-	
3	8" PVC Water Main, DR 18, RJ, Directionally Bored	1,808	LF			82.00		148,256.00	1,802.00	147,764.00		147,764.00	100%	492.00	
4	8" PVC Water Main, DR 18	21	LF			70.00		1,470.00	21.00	1,470.00		1,470.00	100%	-	
5	6" PVC Water Main, DR 18	18	LF			65.00		1,170.00	18.00	1,170.00		1,170.00	100%	-	
6	4" PVC Water Main, DR 18	7	LF			65.00		455.00	7.00	455.00		455.00	100%	-	
7	8" Gate Valve and Box, MJ	14	EA			2,510.00		35,210.00	14.00	35,210.00		35,210.00	100%	-	
8	8" Cross, MJ	4	EA			1,104.00		4,416.00	4.00	4,416.00		4,416.00	100%	-	
9	8" x 6" Tee, MJ	4	EA			885.00		3,540.00	4.00	3,540.00		3,540.00	100%	-	
10	6" 90° Bend, MJ	2	EA			515.00		1,030.00	2.00	1,030.00		1,030.00	100%	-	
11	4" 90° Bend, MJ	6	EA			485.00		2,910.00	6.00	2,910.00		2,910.00	100%	-	
12	8" 45° Bend, MJ	2	EA			613.00		1,226.00	2.00	1,226.00		1,226.00	100%	-	
13	10" x 8" Reducer, MJ	1	EA			687.00		-	-	-		-	0%	687.00	
14	8" x 6" Reducer, MJ	1	EA			518.00		518.00	1.00	518.00		518.00	100%	-	
15	8" x 4" Reducer, MJ	4	EA			505.00		2,020.00	4.00	2,020.00		2,020.00	100%	-	
16	8" Plug, MJ	3	EA			300.00		900.00	3.00	900.00		900.00	100%	-	
17	Connect to Existing Water Main	7	EA			1,121.00		7,847.00	7.00	7,847.00		7,847.00	100%	-	
18	8" x 1" Saddle	36	EA			8,280.00		8,280.00	34.00	7,820.00		7,820.00	94%	460.00	
19	1" Corporation Stop	36	EA			250.00		9,000.00	34.00	8,500.00		8,500.00	94%	500.00	
20	1" Curb Stop	31	EA			300.00		9,300.00	29.00	8,700.00		8,700.00	94%	600.00	
21	1" Curb Stop Box (Install Only)	31	EA			175.00		5,425.00	-	-		-	0%	5,425.00	
22	1" Curb Stop and Box	5	EA			355.00		1,775.00	5.00	1,775.00		1,775.00	100%	-	
23	1" PE Water Service (SDR 9)	1,296	EA			20.00		25,920.00	1,274.00	25,480.00		25,480.00	98%	440.00	
24	Bore Water Service Line	420	LF			26.00		10,920.00	420.00	10,920.00		10,920.00	100%	-	
25	Connect to Existing Water Service	36	EA			175.00		6,300.00	34.00	5,950.00		5,950.00	94%	350.00	
26	Remove Pavement	110	SY			13.00		1,430.00	90.00	1,170.00		1,170.00	82%	260.00	
27	Concrete Pavement	110	SY			89.00		9,790.00	-	-		-	0%	9,790.00	
28	Remove driveway	75	SY			13.00		975.00	55.00	715.00		715.00	73%	260.00	
29	Concrete Driveway	75	SY			87.00		6,525.00	-	-		-	0%	6,525.00	
30	Remove Concrete Sidewalk	1,300	SF			2.00		2,600.00	-	-		-	0%	2,600.00	
31	Concrete Sidewalk	1,300	SF			8.00		10,400.00	-	-		-	0%	10,400.00	
32	Water Main Removals and Abandonments	1	LS			1,000.00		1,000.00	-	-		-	0%	1,000.00	
33	Temporary Traffic Control Measures	1	LS			1,215.00		1,215.00	0.85	1,032.75		1,032.75	85%	182.25	
Group B - Fire Hydrants															
1	6" Fire Hydrant Assembly	4	EA			9,874.00		39,496.00	4.00	39,496.00		39,496.00	100%	-	
						Original Contract Totals		\$ 380,566.00	\$	340,594.75	89%	\$ 39,971.25			

Unit Price

EJCDC C-620 Contractor's Application for Payment
(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

Scott Steager of Steager Lawn Service introduced himself. Mr. Steager presented the City Council with a 5-year agreement for mowing services at the City park, Jaycee Park, the David City Aquatic Center, the football fields, and for maintaining the trails, including tree trimming and leaf blowing. Additional services can be added and paid for at the time of service.

Council member Rick Holland made a motion to approve the mowing service bid from Steager Lawn Service for a 5-year agreement starting with the first year at \$68,925.00. Council member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made effective as of this 12th day of November, 2025 (the "Effective Date"), by and between the CITY OF DAVID CITY, NEBRASKA, a Nebraska municipal corporation (the "City") and STEAGER LAWN SERVICE, L.L.C., a Nebraska limited liability company ("Contractor"). The City and Contractor are individually referred to as a "Party" and collectively as "Parties" to this Agreement.

WHEREAS, the City is a city of the second class under Nebraska law, with authority to enter into contracts for needed services;

WHEREAS, Contractor is in the business of mowing, lawn maintenance, and other lawn services;

WHEREAS, the City desires to engage Contractor to provide lawn care and related services, and Contractor desires to provide such services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Term. This Agreement shall commence on March 1, 2026 and shall terminate on December 1, 2031, unless sooner terminated pursuant to Section 4 herein (the "Term").
2. Services.
 - a. Base Services. Contractor shall provide the following mowing and lawn care services throughout the Term (the "Base Services"):
 - i. City Park (located south of Iowa Street between 7th and 9th Streets, and south of Ohio Street between 5th and 7th Streets, and South of Kansas Street between 4th and 10th Streets):
 - Twenty (20) mowings per year, including trimming around trees, buildings, poles, and other fixed structures.
 - Note: Mowing and/or trimming around the park's lakes shall only be performed once per month. Contractor will make reasonable efforts to mow as close to the water as safely possible, but employee safety shall take priority at all times.
 - ii. Jaycee "Purple Park" (located at 9th and M Street):
 - Twenty (20) mowings per year, including trimming around trees, buildings, poles, and other fixed structures.
 - iii. David City Family Aquatic Center (located at 485 S 9th Street):
 - Twenty (20) mowings per year, including trimming around trees, buildings, poles, and other fixed structures.

- iv. Football Field (located south of Kansas Street between 5th and 7th Streets):
 - Thirty-five (35) mowings per year, including trimming around trees, buildings, poles, and other fixed structures.

Note: Bagging of grass clippings is required only at the David City Family Aquatic Center. Contractor shall not be required to bag clippings at any other location unless specifically agreed to in writing by both Parties.

- b. Additional Services. The City may, from time to time, request additional mowing or lawn care services beyond those listed above (the "Additional Services"). Any Additional Services shall be performed only upon written agreement by both the City and Contractor, which shall specify the scope of work, timing, and fees. On an annual basis, Contractor shall provide the City with a list of available Additional Services, including estimated fees for each service (the "Additional Services Schedule"). The initial Additional Services Schedule is attached hereto as **Exhibit A** and incorporated herein by reference.

For purposes of this Agreement, the term "Services" shall refer collectively to both the Base Services and any Additional Services performed under this Agreement.

3. Payment.

- a. Fee for Base Services. In consideration of the Base Services to be rendered by Contractor to the City, the City shall pay to Contractor an annual fee of **Sixty-Eight Thousand Three Hundred Seventy-Five Dollars (\$68,375.00)**, subject to annual adjustment as described below (the "Base Fee"). The Base Fee shall be paid in three equal installments each year throughout the Term, as follows:

- Payment #1: \$22,791.67 due and payable on April 1st
- Payment #2: \$22,791.67 due and payable on July 1st
- Payment #3: \$22,791.66 due and payable on October 1st

Contractor shall issue an invoice to the City at least sixty (60) days prior to each payment due date. All payments shall be made by the City via check or other certifiable funds, payable to Contractor, and delivered to the address specified in Contractor's invoice or as otherwise designated in writing.

The Base Fee shall be adjusted annually based on changes in the Consumer Price Index ("CPI") Guidelines, as published by the U.S. Bureau of Labor Statistics (<http://www.bls.gov/cpi/#tables>), and subject to the following limits:

- The Base Fee shall increase by a minimum of Two Percent (2.0%) each year.
- The Base Fee shall not increase by more than Five Percent (5.0%) in any

given year.

The City and Contractor shall evaluate the CPI and determine the applicable fee adjustment each September during the Term. The adjusted fee shall take effect beginning with the April 1st payment of the following calendar year.

- b. Fee For Additional Services. In consideration of any Additional Services performed by Contractor under this Agreement, the City shall pay Contractor an additional fee (the "Additional Fee"), in an amount to be mutually agreed upon in writing by the Parties prior to the commencement of such services, which shall be based on the Additional Services Schedule. Unless otherwise agreed to by the Parties in writing, the Additional Fee will be payable within sixty (60) days of receipt by the City of an invoice from Contractor.

The Base Fee and the Additional Fee are collectively referred to herein as the "Fee".

- c. Late Payments. All late payments shall bear interest at the lesser of the rate of Eighteen Percent (18%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In addition to all other remedies available under this Agreement or at law (which Contractor does not waive by the exercise of any rights hereunder), Contractor shall be entitled to suspend the provision of any services if the City fails to pay any portion of the Fee when due hereunder and such failure continues for ten (10) days following written notice thereof.
4. Termination. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; or (d) is dissolved or liquidated or takes any corporate action for such purpose. Notwithstanding anything to the contrary in this section, Contractor may terminate this Agreement before the expiration date of the Term on written notice if the City fails to pay any amount when due hereunder and such failure continues for ten (10) days after Contractor's written notice to the City of nonpayment. This Agreement may also be terminated at any time upon the mutual written agreement of the City and Contractor.
 5. Equipment. Contractor will provide all required equipment to perform the Services, and all costs and expenses associated with the maintenance, repair, and replacement of such equipment shall be Contractor's responsibility.
 6. Independent Contractor. The details of the method and manner for performance of the Services by Contractor shall be under its own control, the City

being interested only in the results thereof. Contractor shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the City rights to instruct, supervise, control, or direct the details and manner of the completion of the Services. Contractor is for all purposes hereunder an independent contractor and in no event will Contractor be considered an agent or employee of the City or any of its subsidiaries or affiliates for any purpose.

7. **Insurance.** Contractor shall, at Contractor's expense, procure and maintain bodily injury, property damage, and liability insurance appropriate and/or required by law for the Services, with a combined single limit of at least Three Hundred Thousand Dollars (\$300,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Contractor, its employees, and agents arising out of or in connection with, or related in any way, directly or indirectly, to the Services, all as provided for herein. At the City's request, Contractor shall provide the City a certificate of insurance evidencing the coverage required by this paragraph.
8. **Force Majeure.** Contractor shall not be liable or responsible to the City, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Contractor including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of ninety (90) days, the City shall be entitled to give notice in writing to Contractor to terminate this Agreement.
9. **Warranty.** Contractor warrants that it shall perform the Services (a) using personnel of industry standard skill, experience, and qualifications; and (b) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. CONTRACTOR (a) MAKES NO WARRANTIES EXCEPT FOR THAT SET OUT ABOVE; AND (b) DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Contractor's sole and exclusive liability and the City's sole and exclusive remedy for breach of the limited warranty set out in this Section shall be reperformance of the affected services. If Contractor cannot reperform the services in compliance with the warranty set forth above within a reasonable time (but no more than thirty (30) days) after the City's written notice of such breach, the City may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 4.

10. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE CITY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO CONTRACTOR PURSUANT TO THIS AGREEMENT IN THE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
11. **Assignment.** Neither Party may assign their rights under this Agreement without the prior written consent of the other Party.
12. **Notices.** All notices and other communications under this Agreement, shall be in writing and shall be deemed effective when hand-delivered or sent via e-mail to addresses set forth below:
- | | |
|---|--|
| If to the City: | If to Contractor: |
| Attn: Jessica Miller | Attn: Scott Steager |
| 490 E Street | 3711 N Rd |
| David City, NE 68632 | David City, NE 68632 |
| Email: jmiller@davidcityne.gov | steagerlawn@gmail.com |
| cityclerk@davidcityne.gov | |
13. **Severability.** The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of Nebraska.
15. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their respective legal representatives, successors, and assigns. Except for the Parties, their successors, and permitted assigns, there are no third-party beneficiaries under this Agreement.
16. **No Waiver.** No waiver of any right, remedy, power, or privilege under this Agreement ("Right(s)") is effective unless contained in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.

The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise; provided that, the parties intend that the remedy set out in Section 9 is the City's exclusive remedy for Contractor's breach of the limited warranty set out in Section 9.

17. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter.
18. **Modification.** This Agreement may be modified only by a written instrument signed by both Parties.
19. **Execution.** This Agreement may be executed at different times and places in such counterparts as the Parties may desire, each of which shall be deemed an original, but all of which shall constitute one and the same instrument and will be effective when the counterparts together contain the signatures of both Parties. The exchange of copies of this Agreement and of signature pages via DocuSign, facsimile transmission, or PDF shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by DocuSign, facsimile, or emailed PDF copies shall be deemed to be their original signatures for all purposes.

[Signature Pages Follow]

CITY OF DAVID CITY, NEBRASKA:

Jessica Miller, Mayor

Date

ATTEST:

City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by JESSICA MILLER, Mayor of the City of David City, Nebraska, a Nebraska municipal corporation.

(S E A L)

Notary Public

CONTRACTOR:

STEAGER LAWN SERVICE, L.L.C.

Scott J. Steager

By: Scott J. Steager, Authorized
Representative

11-10-25

Date

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

November The foregoing instrument was acknowledged before me this 10 day of _____, 2025, by SCOTT J. STEAGER, Authorized Representative of Contractor.

(S E A L)



Lori Matchett

Notary Public

Steager Lawn Service L.L.C

3711 N Rd
David City NE 68632

Estimate

Date	Estimate #
9/3/2025	67

Name / Address
City of David City 490 E Street PO BOX 191 David City, NE 68632

			Project
Description	Qty	Rate	Total
Mow and trim Park and Purple park, trim around lakes monthly	20	3,200.00	64,000.00
Mow and trim football field	35	125.00	4,375.00
5 year option (CPI to be built into contract, any additional mowings will be charged at normal rate)			
per man hr	1	50.00	50.00
Skid Loader with Operator and grapple	1	125.00	125.00
Mini dump truck	1	75.00	75.00
start up and winterize sprinkler system (all parts and labor extra for repairs)		300.00	300.00
		Total	\$68,925.00

Mark Sloup of Sloup Lawn Care introduced himself. Mr. Sloup presented his bid to the City Council. Mr. Sloup expressed to the City Council that the chemical applications and treatments would also be included on the Walking trails around the City Park, The City Park, Jaycee Park, and the football fields.

Council member Kevin Woita made a motion to approve the turf/vegetation and landscape management (chemical application and treatments) from Sloup Lawn Care in the amount of \$32,350.00. Council member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.



September 10, 2025

DAVID CITY PARKS & REC PROPOSAL (2026)

Prepared for:
City of David City

www.davidcityne.com
402.367.3135
490 E Street
David City, NE 68632

Turf and Vegetation Management Proposal

Prepared for: City of David City
Prepared by: Sloup Lawn Care
Date: September 10, 2025

Scope of Work

This proposal outlines a comprehensive turf and vegetation management program designed to promote healthy, aesthetically pleasing grass areas while eliminating undesirable weeds in turf, walking trails, and playground surroundings. The program includes:

- 1. Turf Fertilization**

- Application of balanced fertilizers formulated to enhance turf vigor, density, and color.
- Scheduled treatments to maintain consistent nutrient availability throughout the growing season.
- 2. **Pre-Emergent Herbicide Applications**
 - Pre-emergent control to prevent the germination and establishment of grassy weeds such as **crabgrass** and **foxtail**.
 - Targeted timing to maximize effectiveness during peak germination periods.
- 3. **Broadleaf Weed Control**
 - Selective post-emergent herbicide treatments for broadleaf weeds in all turf areas.
 - Spot applications as needed to maintain weed-free conditions without damaging turfgrass.
- 4. **Sterilant Applications (Non-Selective Vegetation Control)**
 - Application of sterilant herbicides on walking trails and around playground equipment to control unwanted vegetation.
 - Ensures clear, safe, and visually clean areas with long-lasting results.

Materials & Labor

- All **fertilizers, herbicides, and sterilants** will be supplied by [Your Company Name].
- Professional-grade products will be selected for maximum effectiveness and safety.
- Certified applicators will perform all treatments using calibrated equipment to ensure proper and safe application.
- Labor for product application is included in the proposal.

Safety & Compliance

- All applications will comply with **federal, state, and local regulations**.
- Products used will be applied by licensed professionals, following all **label instructions and safety protocols**.
- Special care will be taken in sensitive areas such as playgrounds to minimize exposure risk.

Prepared by:
Sloup Lawn Care, LLC
Mark Sloup – Owner/Applicator

Mark4sloup@gmail.com
402.367.2277
1220 37 Road
David City, NE 68632

Pricing

The total cost for materials, labor, and application services is:

Total Proposal Amount: \$32,350.00

(Pricing includes all listed applications, materials, and labor. Any additional services outside the defined scope will be discussed and approved in advance.)

Acceptance

By signing below, the client agrees to the terms of this proposal and authorizes Sloup Lawn Care to proceed with the turf and vegetation management services as outlined.

Client Signature: _____

Date: _____

Sloup Lawn Care Representative:

Date: _____

Next item on the agenda was a discussion of making West B Street from 1st Street west a dead-end street. City Administrator Alan Zavodny introduced himself. Mr. Zavodny has been working with the Sypal's and Forney's to resolve issues on West B Street. At the time of the City Council Meeting, City Administrator Alan Zavodny was asking for authority to finalize an agreement to make West B Street from 1st Street west a dead-end street.

Council member Keith Marvin made a motion to approve giving City Administrator Alan Zavodny authority to finalize making West B Street from 1st Street west as a Dead-End Street. Council member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell, Yea; Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

William Fiala III, Water Operator for David City Utilities, introduced himself and presented the quotes for a new backhoe, including the trade-in of the used Case 580 SN Backhoe. Representatives from CAT and Murphy Tractor were present at the meeting to answer questions. After some discussion, it was decided to have a motion to table the purchase to the backhoe to have further discussion and compare the quotes.

Council member Bruce Meysenburg made a motion to table the purchase of a new backhoe for further discussion and comparisons. Council member Keith Marvin seconded the

motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Chris Kroesing, Street Supervisor, introduced himself. Mr. Kroesing presented to the council quotes for an Alamo Rear Mount Boom mower and a water tank trailer. Mr. Kroesing had budgeted for these items in the 2025-2026 budget, and if asking the council's permission to purchase these two items, citing safety and keeping employees and the public safe.

Council member Keith Marvin made a motion to approve the purchase of an Alamo Rear mount Boom mower from Alamo Industrial in the amount of \$44,266.72 and a Water Tank trailer from Bothers Equipment, Inc. in the amount of \$14,174.00. Council member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell, Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.




RM165

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- Economically Priced
- Easy Installation
- Suitable for Municipal and Agricultural Markets

RM180

BUDGET



- Self-Contained Hydraulic System
- Integrated Safety Break-Away
- Standard Lift Float with Nitrogen Accumulator
- Electronic Joystick or Cable Controls

REAR MOUNT BOOM MOWER

REAR MOUNT BOOM MOWER

RM165™

RM180™

	RM165	RM180
Minimum Horsepower Requirement (PTO hp)	58	65
Minimum Tractor Weight (lbs)	6,615	7,715
Maximum Horizontal Reach (ft/in)	16' 4"	18' 1"
Maximum Vertical Reach (ft/in)	19' 8"	22' 4"
Machine Weight with Flail & Oil (lbs)	2,631	2,701
Output Horsepower (hp)	55	55
Oil Reservoir Capacity (gal)	53	53
Flail Head Option	48"	48"
Rotary Head Option	48" & 60"	48" & 60"
Cutting Capacity	4"	4"
Hitch Design	CAT II	CAT II



	RM165	RM180
A	16' 4"	18' 1"
B	48"	48"
C	6' 11"	8' 2"
D	15' 9"	17' 5"
E	19' 8"	22' 4"

This information is intended to be of a general nature only. Specifications are subject to change without notice as we continue to improve our products.

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		Please submit new orders to: mgras@alamo-group.com		Sourcewell Sales Price, Effective					
Quote #	Q-062425-97	Quote Date	6/24/25	Order Date					
Bill To	David City Street Department Nebraska, Chris Kroesing, (402) 367-3109, ckroesing@davidcityne.gov								
Ship To	TBD								
End User	David City Street Department Nebraska				Member ID				
Servicing Dealer	TBD								
Dealer PO#		End User PO#							
Dealer Contact		End User Contact							
Dealer Phone		End User Phone							
Dealer Email		End User Email							
RM165 and RM180									
Qty	Part Number	Description	List Price	Discount	Sales Price				
		Alamo Supplied Tractor		17%	\$0.00				
				17%	\$0.00				
		Section 1 Base Unit							
	04550004	Rear-mounted boom mower with a reach of 16' feet	\$33,681	17%	\$0.00				
1	04550002	Rear-mounted boom mower with a reach of 18' feet	\$35,506	17%	\$29,469.98				
		Base Unit Includes:							
		Section 2 Heads							
	32121139	48" Rotary, Blade Pan	\$14,104	17%	\$0.00				
1	32120530	60" Rotary, Blade Bar	\$15,578	17%	\$12,929.74				
	32120414	48" Flail, Serrated 7 oz Blades (2" Cutting Capacity)	\$14,104	17%	\$0.00				
	02999801	48" Flail, P91 Knives (2" Cutting Capacity)	\$14,660	17%	\$0.00				
	32123213	69" Buzzbar® Saw Head, 3 Blade	\$21,874	17%	\$0.00				
		Section 3 Options							
	32120917	Wheel Kit for RM Rotary	\$6,817	17%	\$0.00				
		500# Wheel Weight	\$2,300	17%	\$0.00				
		Section 4 Installation							
	32123487	Factory mounting	\$2,919	17%	\$0.00				
		Section 5 Warranty							
	32121066	Extended Warranty 1 additional year for a total of 2 years	\$2,894	17%	\$0.00				
		Section 6 Mount Kit							
1		Wire Harness Adapter	\$0	17%	\$0.00				
0		Lexan Kit	\$0	17%	\$0.00				
	State Abbv.	Section 7 Freight							
1	ne	Freight from Alamo to Dealer	\$1,867	0%	\$1,867.00				
		Notes and Additional Items							
		1. Prior to accepting an order we would like to see pictures of the tractor							
		2. Tractor must have a class 2 hitch and 540 pto.							
		2. Ballast is not included.							
		3. Due to the age of the tractor you will need to make an operator protective window for the right side and rear of the tractor. Lexan or Polycarbonate glass is recommended. Operator protection is needed and the city will be responsible for providing it.							
		Totals			\$44,266.72				
Non-Alamo Tractor Information		Make	Model	Transmission	-Cab or ROPS-	-2wd or 4wd-	Front Tire	Rear Tire	ETA
SN:		1980 John Deere	4440		cab	2wd			

Accepted By: 

Date: 11-12-25

Quotations are valid for 30 days, prices are subject without notice.
Dealer supplied tractors require a review of the build codes prior to accepting an order.
Standard Terms of Sale Apply.
Gov Mowing Territory Managers can supply standard tractor build codes upon request.
Refer to tractor adaptability list or consult a Gov Mowing TM for tractor / mower compatibility questions.



Brothers Equipment, Inc.

Serving The Agriculture Industry Since 1975

1002 First Street, Friend, NE 68359

(800) 228-4582 FAX: (402) 947-2077

Price Quotation

Bill to:

Chris
David City NE
402-367-3109
ckroesing@davidcityne.gov

Ship to:

Chris
David City NE
402-367-3109
ckroesing@davidcityne.gov

Ter 1

Quote # 004939

Quote Date: 7/17/2025

Expiration Date: 8/1/2025

Part #	Description	Price	Qty	Extend
MC1700	Dalton MC1700 SINGLE Nurse Trailer with 1700 gallon 15 Degree Cone Bottom Tank. Includes (4) 255/22.5 Tires mounted on 22.5 x 8.25 x 8 bolt wheel. (does not include Brakes, Step, Light Kit or Fenders)	\$12,350.00	1	\$12,350.00
PLUMBING	Plumbing Package including 2" Hypro Poly pump with 6.5HP Power Pro Motor, Plumbing to rear of Trailer with (2) Flood Nozzles controlled on/off by Hand Valve at the Pump, A Single 20ft x 1" Hose with Fire Style Nozzle Controlled on/off and Pattern by the Nozzle and A Single 1" Recirculation Circuit with Valve to have on/off when Using Other Functions.	\$1,824.00	1	\$1,824.00
BOLTONSTEP	Options Bolt On Step add: \$108.00 net			
LIGHT KIT	DOT Light Kit Installed add: \$160.00 net			
FENDERS	Bolt On Fenders (pair) add: \$560.00 net			
(2)BRAKES	2 Wheel Brakes on Trailer add: \$1656.00 net			
(4)BRAKES	4 Wheel Brakes on Trailer add: \$2268.00 net			

Subject to Fuel Surcharge at the time of Delivery.

Sales Tax

Total \$14,174.00

I Accept the terms and conditions of this quotation

Signature: Jessica J Miller

Printed Name: Jessica J Miller

Title: Mayor

Terms: 20% Down w/Order, Net on Delivery

Prices Quoted are F.O.B.: FRIEND, NE

Delivery: As Available

(20% Security Deposit Down Payment is Non-Refundable)

Ethan Joy of JEO Consulting Group, Inc. introduced himself, and the agreement that was brought forth for the professional services for bidding and construction services for the Ballfield Restroom additions. JEO Consulting Group, Inc. would review project phases to ensure that the work complies with the grant requirements for the restrooms.

Council member Kevin Woita made a motion to approve the agreement with JEO Consulting Group, Inc., for the Ballfield Restroom Addition. Council member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Docusign Envelope ID: 157C282F-3093-47F0-A62B-F6D793D1113D



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as November 12, 2025 ("Effective Date") between David City, Nebraska ("Client") and JEO Consulting Group, Inc. ("JEO").

Client's project, of which JEO's services under this Agreement are a part, is generally identified as follows:

David City Ballfield Restroom Addition ("Project").

JEO Project Number: 251890.00

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. JEO shall provide, or cause to be provided, the services set forth in Exhibit A.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 Client Responsibilities

- A. Client responsibilities are outlined in Exhibit A and Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$40,000.00
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

Docusign Envelope ID: 157C282F-3093-47F0-A62B-F6D793D1113D

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

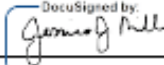
Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Client and JEO and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Client: David City, Nebraska

DocuSigned by:

32800C3EAD57494...

By: Jessica Miller

Title: Mayor

Date Signed: 11/13/2025

Address for giving notices:

City of David City

490 E. Street

David City, NE 68632

JEO Consulting Group, Inc.



By: Corey Brodersen

Title: Department Leader

Date Signed: November 05, 2025

Address for giving notices:

JEO Consulting Group, Inc.

2000 Q Street, Suite 500

Lincoln, NE 68503

Council member Keith Marvin made a motion to approve appointing JEO Consulting Group for the 2026 City Engineer. Council member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.



November 1, 2025

City of David City
Mayor and City Council
490 E Street
David City, NE 68632

RE: City of David City 2026 City Engineer Appointment Request

Dear Mayor and City Council:

I ask that you appoint JEO Consulting Group, Inc. as the city engineer for 2026. We appreciate your confidence in JEO in the past, and we sincerely hope to continue our relationship.

JEO has provided services to the city in the past, and our staff has accumulated extensive "institutional knowledge" about your city and its infrastructure. This is extremely important as it provides the background information needed to evaluate what actions to take. Additionally, this knowledge often allows JEO staff to respond to questions about the city and its infrastructure without extensive investigation and research, reducing the time and cost involved in addressing routine matters.

Below is what you can expect from JEO as your city engineer. When a fee is involved for services, as noted in items two through four below, JEO will notify you before beginning work.

- **IDENTIFYING AND PRIORITIZING INFRASTRUCTURE PROJECTS:**
If requested, JEO will attend a council or committee meeting to identify and prioritize infrastructure projects in the city. This planning may include prioritizing capital and infrastructure improvements, summary reviews of new permits and their potential impact, information on new regulations, recommendations on future planning, and input on potential funding sources. This does not entail detailed studies or evaluations but can be a valuable first step in assessing potential infrastructure projects' needs, priorities, and feasibility. There is no charge for JEO to attend this meeting or prepare and follow up on the meeting.
- **APPLYING AND SECURING FUNDING:** JEO will assist in applying for and securing funding, such as CDBG, USDA-RD, DWSRF, and CWSRF for potential infrastructure projects, as well as more non-traditional funding from both public and private sources. Additionally, JEO will provide the information necessary to complete the reporting requirements of any funding the city may secure. JEO has staff devoted to assisting municipalities in locating the funding that makes projects a reality. In some cases, having an appointed city engineer can expedite moving a project forward when grant and loan funding is involved. There may be a fee for some of these services, and we would be happy to discuss this with you.
- **ROUTINE INFRASTRUCTURE OPERATION AND MAINTENANCE:** JEO will respond to questions about the routine operation and maintenance of the city infrastructure based on our prior knowledge of these facilities/systems. There is typically no charge for this service. However, in some instances a fee may be involved, such as site visits or research.

November 1, 2025
RE: 2026 City Engineer Appointment Request
Page 2 of 2

- **COST OPINIONS:** Throughout the year, JEO will provide additional assistance with identifying, prioritizing, and providing rough cost opinions for potential infrastructure projects. Depending on some factors, such as the effort required to complete the requested task, there may be a fee involved for this service. However, as noted above, JEO's extensive institutional knowledge about the city and its infrastructure will be utilized to provide this service efficiently and effectively.

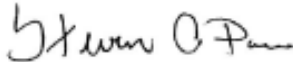
When requested, JEO will provide a scope of services and fees for specific projects that the city would desire to pursue.

JEO does not require a contract or retainer to serve as the city engineer. Instead, we strive to assist you in efficiently and effectively dealing with routine matters, so we will be the first firm considered by the city when you need consulting services for a project. In other words, all we request is the opportunity to earn your business.

We would appreciate you notifying us of your action on this request to keep our records up to date. Please take a few minutes to complete the form below. Then, please return the form along with a copy of your meeting minutes to Ava Dunne at adunne@jeo.com. If appointed, please record the motion in your minutes as follows: **"We appoint JEO Consulting Group, Inc. as our City Engineer for 2026."**

If you have questions about this letter or want further information, don't hesitate to contact me. Thank you for your consideration.

Sincerely,



Steven A. Parr
Principal
JEO Consulting Group, Inc.

Mobile: 402.443.8003 | Email: sparr@jeo.com

2026 ENGINEER APPOINTMENT REQUEST

The City of David City has appointed JEO Consulting Group, Inc. as the city engineer:

☒ Yes ☐ No

Notes: Approved by City Council Action on November 12, 2025.
Motion made by City Council member Keith Marvin, seconded by Rick Holland.


Form Completed By (please print name)

11-12-2025
Date

***Please include a copy of your meeting minutes.**

Rick Schneider of JonesGroup introduced himself. Rick Schneider met with employees on Monday, November 10, 2025, and informed the employees that the current insurance company they have wants to renew rates at 82.02% higher. Medica is offering a similar health insurance coverage with only a 1.50% increase. The employees unanimously suggested switching to Medica 3400-0% Embedded Deductible health insurance. Council members discussed the health insurance coverages.

Council member Bruce Meysenburg made a motion to approve the Medica 3400-0% Embedded Deductible health insurance for the city employees. Council member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

CITY OF DAVID CITY
Group Health Plan Considerations
1/1/2026 Effective Date

Illustration prepared by



JONESGROUP
INSURANCE | FINANCIAL SERVICES

HSA PLAN *All benefits for in-network providers*		Current		Renewal		Guaranteed Issue Plans			
		Allstate Aetna ASA Network Embedded Ded Level Funded	Allstate Aetna ASA Network Embedded Ded Level Funded	Medica 3400-0% Embedded Ded Level Funded	Medica 3400-0% + Rx Copays Embedded Ded Level Funded	BCBS Chamber Choice CHF26 Aggregate Ded Level Funded	UHC EP25 Aggregate Ded Fully Insured	Medica 3400-0% HSA Embedded Ded Fully Insured	
PLAN TYPE		\$3,500/\$7,000	\$3,500/\$7,000	\$3,400/\$6,800	\$3,400/\$6,800	\$3,000/6,000	\$2,500/5,000	\$3,400/\$6,800	
DEDUCTIBLE		0%	0%	0%	0%	0%	0%	0%	
COINSURANCE		\$3,500/\$7,000	\$3,500/\$7,000	\$3,400/\$6,800	\$4,300/\$8,600	\$3,000/6,000	\$7,000/\$14,000	\$3,400/\$6,800	
COB MAXIMUM-with copays		Deductible	Deductible	Deductible	Deductible	Deductible	Deductible	Deductible	
OFFICE VISIT - PCP		Deductible	Deductible	Deductible	Deductible	Deductible	Deductible	Deductible	
SPECIALIST VISIT		Deductible	Deductible	Deductible	Deductible	Deductible	Deductible	Deductible	
URGENT CARE VISIT		Deductible	Deductible	Deductible	Deductible	Deductible	Deductible	Deductible	
ER VISIT		Deductible	Deductible	Deductible	Deductible	Deductible	Ded, then \$500	Deductible	
RX COPAYS									
Generic		Deductible	Deductible	Deductible	Ded, then \$12	Deductible	Ded, then \$10	Deductible	
Preferred Brand		Deductible	Deductible	Deductible	Ded, then \$50	Deductible	Ded, then \$40	Deductible	
Non-Preferred Brand		Deductible	Deductible	Deductible	Ded, then \$90	Deductible	Ded, then \$105	Deductible	
Specialty		Deductible	Deductible	Deductible	Ded, then \$200 or 40%	Deductible	Ded, then \$250 or \$500	Deductible	
RATES				Prev Rx covered 100%					
Employee Only		\$665.73	\$1,211.73	\$698.24	\$682.20	\$667.46	AGE RATED	AGE RATED	
Employee + Spouse		\$1,697.59	\$3,089.90	\$1,536.12	\$1,500.83	\$1,368.29			
Employee + Children		\$1,298.17	\$2,362.86	\$1,376.65	\$1,296.18	\$1,168.05			
Employee + Family		\$2,196.88	\$3,998.70	\$2,234.34	\$2,183.02	\$1,935.63			
Total Monthly		\$35,083.66	\$63,858.04	\$35,609.96	\$34,792.00	\$31,837.79	\$53,992.44	\$44,145.09	
Total Yearly		\$421,003.92	\$766,296.48	\$427,319.52	\$417,504.00	\$382,053.48	\$647,909.28	\$529,741.08	
% change from current			82.02%	1.50%	-0.83%	-9.25%	53.90%	25.83%	

All rates subject to change with significant change in census. This is a summary illustration only and is not a binding contract or guarantee of rates. Please refer to individual proposals for terms and conditions.

City Administrator Alan Zavodny summarized the purpose of the following agenda item for the City Council members. Resolution No. 24-2025 was presented to the Council to allow the filing and pursuit of certain litigation related to the City's Wastewater Treatment Plant Improvement project.

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 24-2025 in pursuit of litigation related to the City's Wastewater Treatment Plant Improvement Project. Council member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

RESOLUTION NO. 24- 2025

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF DAVID CITY, NEBRASKA, RATIFYING AND AUTHORIZING THE FILING AND PURSUIT OF CERTAIN LITIGATION RELATED TO THE CITY'S WASTEWATER TREATMENT PLAN IMPROVEMENT PROJECT.

WHEREAS, in accordance with Nebraska Revised Statutes section 84-1410(1)(a), the Mayor and City Council of the City of David City, Nebraska, a municipal corporation and city of the second class (the "City"), previously entered into and held a closed session meeting regarding certain litigation matters pertaining to claims and damages of the City as against Veenstra & Kimm, Inc., H. Robert Veenstra, Jr., and General Excavating, LLC in relation to that certain wastewater treatment plant improvement project undertaken by the City (the "Claims"); and

WHEREAS, in accordance with Nebraska Revised Statutes section 84-1410(2), the City did not take any formal action with respect to the Claims during the closed session; and

WHEREAS, following the closed session, on the advice and consent of the City's legal counsel pertaining to the preservation of the Claims, the City filed a complaint asserting the Claims against the above-named parties (the "Complaint"); and

WHEREAS, the Mayor and City Council of the City now wish to ratify and approve the filing of the Complaint, authorize City's legal counsel to initiate and pursue litigation of the Claims against the above-named parties on the City's behalf, and take other such actions as reasonably necessary to effectuate recovery by the City in relation to the Claims; and finds it in the best interest of the City and its residents to do so.

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

1. The Complaint and filing thereof, as well as any other prior actions undertaken by the City or its legal counsel with respect thereto, is hereby ratified and approved.
2. The City's legal counsel is authorized to initiate and pursue litigation of the Claims against the parties named in the Complaint, and take other such actions as reasonably necessary to effectuate recovery by the City in relation to the Claims, all on the City's behalf and in the best interest of the City and its residents.

Lori Matchett, Deputy City Clerk