CITY COUNCIL PROCEEDINGS December 10, 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 Jim Angell, Rick Holland, Jeremy Abel, Kevin Woita, Keith Marvin, 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, Account Clerk Rachel Kahnk, Marlene Hein, Louise Neimann, Tanner Thiem, Andrew Allen from Southeast Nebraska Development District, and Bryon Forney from Forney Repair. Ethan Joy from JEO Consulting and Alex Merten from Veenstra & Kimm Inc. 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 before the Council tonight, they must state their name and address for the record.

Council Member Jim Angell made a motion to approve the minutes of the November 12, 2025, meeting of the Mayor and City Council as presented. 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.

Mayor Jessica Miller presented to Forney Repair an award in recognition of being selected as the best of 2025 Diesel Engine Repair Service.

Council Member Keith Marvin made a motion to approve claims as presented. 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.

Mayor Jessica Miller gave a summary of the Communities for Kids activities from November 2025. Mayor Jessica Miller also presented awards to Daniel Sobota, William Reiter, and John Smaus for 5 years of faithful service to the City of David City.

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 Keith Marvin made a motion to approve the Committee and Officer Reports and updates from 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.

Council Member Rick Holland made a motion to accept the retirement of City Clerk-Treasurer Tami Comte effective November 30, 2025. 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

Council Member Keith Marvin made a motion to move to agenda item number twenty-seven for discussion of Downtown Lighting options and updates. 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.

Tanner Thiem of T3 Construction introduced himself. Mr. Thiem talked with the council about different options for Christmas lights, mounting options, and permanent lighting solutions for the Downtown Lighting. The council and Mr. Thiem discussed the climate the lights would be in, the type of bulbs and wiring required, and the maintenance schedule for the lights. Mr. Thiem was very informative on lighting options, ideas for permanent lighting, and the types of lighting available in commercial-grade. He recommended that the city look into easements and how the system would be powered. The council discussed forming a committee to help design and develop a plan for the downtown lighting system.

Council Member Keith Marvin made a motion to appoint Lori Matchett as City Clerk-Treasurer, with a salary in accordance with Ordinance No. 1513. 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.

Lori Matchett was given the oath of office for the City Clerk–Treasurer for the City of David City by City Attorney David Levy.

Council Member Bruce Meysenburg made a motion to approve Pay Application No. 1 for Gehring Construction & Ready-Mix Co., Inc., in the amount of \$172,596.19 for the 2024 Nebraska Street Extension. 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.

(Space Intentionally Left Blank)

Contractor's Ap	pplication for Pa	ayment					
Owner:	City of David C			Owne	r's Project No.:		
Engineer:	JEO Consulting	Group, Inc.		Engine	eer's Project No	.:	231816.00
Contractor:	Gehring Const	ruction & Ready Mix	x Co., Inc.	Contra	actor's Project N	lo.:	
Project:		Street Extension					
Contract:	2024 Nebraska	Street Extension					
Application N	No.: ON	IE	Appli	cation Date:	11/26/2025		
Application F	Period: From	11/1/	2025	to	11/26/2025		
1. Orie	ginal Contract P	rice				\$	93,867.50
_	change by Char						96,327.95
		rice (Line 1 + Line 2)				\$	190,195.45
		ted and materials st					
		Lump Sum Total and		it Price Total)		\$	181,680.20
	ainage						
a.	. 5% X	\$ 181,680.20	Work Comp	leted =	\$	9,084.01	
b		\$ -	Stored Mate		\$	-	
c	Total Retainag	ge (Line 5.a + Line 5.	b)			\$	9,084.01
6. Am	ount eligible to	date (Line 4 - Line 5	.c)			\$	172,596.19
7. Les	s previous paym	nents (Line 6 from p	rior applicatio	n)			
8. Am	ount due this a	pplication				\$	172,596.19
9. Bala	ance to finish, ir	ncluding retainage (Line 3 - Line 4	+ Line 5.c)		\$	17,599.26
Contractor's	Certification						
(1) All previous account to dis Payment; (2) Title to all for Payment, such as are contended as a such as are contended as a such as a s	s progress payme charge Contracto Work, materials a will pass to Owne overed by a bond s); and	ertifies, to the best of ents received from Over's legitimate obligation and equipment incorgor er at time of payment acceptable to Owner is Application for Payment	vner on accountions incurred in porated in said to free and clear of indemnifying O	t of Work done connection wit Work, or otherw of all liens, secul wner against ar	h the Work cover vise listed in or co rity interests, and ny such liens, secu	ed by prior vered by th encumbrar irity interes	Applications for is Application nces (except t, or
Contractor:	Gehring Const	truction & Ready Mi					
Signature:	Step	shen Ander	Lon		Da	ite: _//	-24-25
Recommend	led by Engineer	//		Approved b	y Owner		
By:	MANY			By:			
Title:	Project 6			Title:			
Date:	12/1/202			Date:			
Approved by	Funding Agen						
By:				Ву:			
Title:				Title:			
Date:				Date:			

\$ 7,029.50	93%	\$ 86,838.00		\$ 86,838.00		\$ 93,867.50	Original Contract Totals	Origin				
	L											
2,559,50	9					2,359.50	2.75	SY	858	Seed	Erosion Mist with Seed	21
20000	5					260,00	6.50	5	40		Straw Wattle	20
000000	5					2,500.00	100.00	TONS	ts	uction Entrance	Stabilized Construction Entrance	15
	100%	750,00		750.00	5.00	750.00	150.00	TONS	5	face Course	Crushed Rock Surface Course	=
	1000	1,890,00		1,890.00	2.00	1,890,00	945.00	ΕA	2	nd Section	12" RCP Flared End Section	17
	TOUGH	4,032.00		4,032.00	\$4.00	4,032.00	63,00	5	2		12" BCP, Class V	16
	100%	4,410.00		4,410.00	1.00	4,410.00	4,410.00	ĒĀ			Junction Box	15
	TOOM.	2,280.00		2,280.00	58.00	2,280.00	60.00	sy.	36	ň	6" Concrete Flume	14
	WOOT	1,300.00		1,500.00	25,00	1,500.00	60.00	SY	DK	Agent	6" Concrete Driveway	15
	ACOUT	43,980,00		43,980.00	733,00	43,980.00	80.00	ΥŞ	733	ment	7" Concrete Pavement	12
1,000,000	9					1,250.00	50,00	Q	bi	rials	Unsuitable Materials	11
1 160 00	WOOT.	1,466,00		1,466.00	733.00	1,466.00	2.00	45	733	tion	Subgrade Preparation	10
	SCOOT	300.00		90.00	1.00	500,00	500.00	EA	1	rt Mailbox	Remove and Reset Mailbox	o
	WOOT	4,000,00		4,000.00	5.00	4,000.00	800.00	κā	5	Remove Tree (24" to 48" Circumference)	Remove Tree (24)	-
	WORT	4,000,00		4,000.00	5,00	4,000.00	800.00	ΕA	5	d" Circumference)	Remove Tree (<24" Circumference	7
	WOUT	1,999,00		1,910.00	193,00	1,930.00	10,00	5	193	ince	Remove Wood Fence	6
	TOOM	2,100.00		2,160.00	180.00	2,160.00	12.00	ςγ	190	Pavement	Remove Asphalt Pavement	5
	MODT	3,000.00		5,000.00	1.00	5,000.00	5,000.00	S	1	Clearing	Site Grading and Clearing	
	WORL	1,300,00		1,500.00	1.00	1,500.00	1,500.00	2		Temporary Traffic Control Measures	Temporary Traffic	
	100%	1,500,00		1,500.00	1.00	1,500.00	1,500.00	ū		rance	Bonding and Insurance	~
00,000	90%	5,940.00		5,940.00	0.90	6,600.00	6,600.00	ı	1		Mobilization	-
						Original Contract	Origin					
9	×	9	(5)	9	the Work	35	35	Units	Item Quantity	Description		No.
dr-al	10/19	9+10	(not in G)	(Exg)	incorporated in	(CXE)	Unit Price					Bid item
Delining of Boundary	000	Stored to Date	Stored	Completed to Date	Quantity	Value of Bid Ibem						
	Value of	and Materials	Materials Currently		Estimated							
	% of	Work Completed										
				Work Completed	Work C		Contract Information	Contract				
-	-	-	-	×	6	-		0	c			>
CPARAITT	Application Date:	Applica				11/26/25	g	11/01/25	From	ONE Application Period:		Application No.:
											2000	2000000
										2024 Nebraska Street Extension	dery proc	Candidate
										2024 Nebraska Street Extension		Project:
	No.	Contractor's Project No.:	_							Gehring Construction & Ready Mix Co., Inc.		Contractor
COVETETS?		Engineer's Project No.:								(IO Consulting Group, Inc.		Engineer
		Owner's Project No.:								red City	City of David City	Owner
										IL PRICE WORK	Progress estimate - Onit Price work	Progres

\$ 8,515.25	2000	\$ 181,680.20		\$ 181,680.20 \$		\$ 190,195.45	Project Totals \$					
				П		Original Contract and Change Orders	Original Contrac					
\$ 1,485.75	3/86	\$ 94,842.20		\$ 94,842.20		\$ 96,327.95	Change Order Totals \$	9				
,												
												_
	100%	3,080,00		3,060.00	51.00	3,060.00	60.00	SY	51.00	andscape Rock	Remove, Salvage and Reinstall Landscape Rock	
	200%	5,475.00		5,475.00	219.00	5,475.00	25.00	Q	219.00	7	Excavation, Established Quantity	
	100%	4,000.00		4,000.00	1.00	4,000.00	4,000.00	EA	1.00 EA		12" Nylopiast Drain Basin	25
	20078	00.000		3,096,00	60.00	3,096.00	51.60	G	00.00	ON.	6" PVC Storm Sewer Pipe, SDR 35	
	WOOT.	4,030.00		4,035.00	269.00	4,035.00	15.00	SY	269.00		Remove Concrete Paverners	
	SCOOL	876,20		876.20	\$2.00	876.20	16.85	5	52.00		Remove 12" CMP Pipe	
1,300.73	5					1,355.75	2,75		493.00		Erosion Mat with Seed	
00.001	9%					190,00	6.50	5	20,00		Straw Wattle	
	100%	790,00		750.00	5.00	750.00	150.00	5.00 TONS	5,00		Crushed Rock Surface Course	
	100%	120.00		120.00	2.00	120.00	60.00	SY	2,00		6" Concrete Flume	Ш
	SCOOL STATE	DOVED VET		15,420.00	257.00	15,420.00	00.00	SY	257.00		6" Concrete Driveway	Ш
	1000 P	00,000,00		47,460.00	791.00	47,460.00	60,00	SY	791.00		7" Concrete Pavement	12
	ACCOUNT.	ANTACT.		1,582,00	791.00	1,582.00	2.00	SY	791.00		Subgrade Preparation	10
	SCAOT.	OCCUPATE T		1,000.00	2.00	1,000,00	500,00	EA	2,00		Remove and Reset Mailbox	9
	SCAOT	00.000		7,968.00	00,000	7,968.00	12.00		664.00		Remove Asphalt Pavement	
	and a	20000		-								COONE
						Change Orders	Onan					
							1		Course of the latest of the la	distant .	the state of the s	200.
8	3	(5)	35	(5)	the Work	93	<u>s</u>	Units	Item Quantity	Atlan	Dascrio	
(F-J)	(a/n)	(H+1)	(not in G)	(Exg)	Incorporated in	(CXE)	Unit Price					Bld Iven
Balance to Finish	ī	Stored to Date	Stored	Completed to Date	Quantity	Value of Bid Item						
	Value of	and Materials	Materials Currently	Value of Work	Estimated							
	2	Work Completed										
				Work Completed	Work C		Contract Information	Contrac				
-	*	-	-	=	6	F		0	0			>
11/26/25	Application Date:	Applicat				11/26/25	8	11/01/25	From	Application Period:	No.: ONE	Application No.:
										dension	2024 Nebraska Street Extension	Contract
										dension	2024 Nebraska Street Extension	Project:
		Contractor a region men								Ready Mix Co., Inc.	Gehring Construction & Ready Mix Co., Inc.	Contractor:
444070703		Engineer's Project No								r.	JED Consulting Group, Inc.	Engineer:
20.018150		Owner's Project No.									City of David City	Owner:
		Post No.								1	Frogress commerce - Only Price work	Progress

EUCDC C-620 Contractor's Application for Payment

(a) 2018 National Society of Professional Engineers for EICDC. All rights reserve

Council Member Jim Angell made a motion to approve Pay Application No. 21 for BRB Contractors, Inc. in the amount of \$466,615.86 for the Wastewater Treatment Plant Improvement Project. 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.

Docusign Envelope ID: F813E3EF-5BDA-4079-9284-0F2ED8C906E0

Owner:	City of [David City		Ow	ner's	Project I	No.:	
Engineer:	JEO Cor	sulting Group	, Inc.	Eng	gineer'	s Projec	t No.:	251034.00
Contractor:	BRB Cor	ntractors, Inc.	_	Cor	ntracto	or's Proj	ect No.:	NE3DAV
Project:	David C	ity Wastewate	er Treatment Facil	ity Improve	ement	5		
Contract:	David C	ity Wastewate	er Treatment Facil	ity Improve	ement	s		
Application	No.:	21	Applic	ation Date	:	12/10/2	2025	
Application	Period:	From	10/22/2025	to		11/24/2	2025	
1 Ori	iginal Con	tract Price					\$	16,882,000
	_	by Change Ord	ders				\$	737,176.
	_	tract Price (Lir					\$	17,619,176.
			d materials stored	to date			-	
			um Total and Colu		Price T	otal)	\$	15,540,522
5. Ret	tainage	-				-		
a	. 5%	X \$ 13,5	73,406.03 Work	Completed	=	\$	678,67	70.30
b	5%	X \$ 1,9	67,115.97 Stored	Materials	= [\$	98,35	55.80
c	. Total Re	etainage (Line	5.a + Line 5.b)				\$	777,026.
6. Am	nount elig	ible to date (Li	ine 4 - Line 5.c)				\$	14,763,495.
7. Les	ss previou	s payments (L	ine 6 from prior a	pplication)			\$	14,296,880.
8. Am	nount due	this application	on				\$	466,615.
							7	400,013.
Contractor's The undersign	Certifica ned Contra	tion ctor certifies, to	g retainage (Line 3	wledge, the f	followi	ng:	\$	2,855,680.
Contractor's The undersign (1) All previous applied on acception Application (2) Title to all Application for encumbrance liens, security	Certifica ned Contra is progress count to di tions for Pa Work, mat or Payment is (except s interest, c	tion ctor certifies, to payments rece ischarge Contra iyment; terials and equi i, will pass to Ov uch as are cove or encumbrance	g retainage (Line 3 the best of its know ived from Owner or ctor's legitimate oblion pment incorporated wner at time of pays ared by a bond accep	wledge, the some count of ligations income lines and Worment free and the countries of the countries and the countries of the	followi Work o urred in k, or or d clear	ng: done und n connect therwise r of all lier demnifyir	er the Cor tion with the disted in one, security	2,855,680. Intract have been he Work covered by this y interests, and against any such
Contractor's The undersign (1) All previous applied on acc prior Applicat (2) Title to all Application for encumbrance liens, security (3) All the Wo defective.	s Certifica ned Contra is progress count to di ions for Pa Work, mat Work, mat or Payment is (except so interest, covered	tion ctor certifies, to payments rece ischarge Contra iyment; terials and equi i, will pass to Ov uch as are cove or encumbrance	g retainage (Line 3 the best of its know ived from Owner or ctor's legitimate oblio pment incorporated wner at time of pays ared by a bond accepts); and	wledge, the some count of ligations income lines and Worment free and the countries of the countries and the countries of the	followi Work o urred in k, or or d clear	ng: done und n connect therwise r of all lier demnifyir	er the Cor tion with the disted in one, security	2,855,680. Intract have been he Work covered by this y interests, and against any such
Contractor's The undersign (1) All previous applied on acc prior Applicat (2) Title to all Application for encumbrance liens, security (3) All the Wo defective.	s Certifica ned Contra is progress count to di ions for Pa Work, mat Work, mat or Payment is (except so interest, covered	tion ctor certifies, to payments rece ischarge Contra iyment; terials and equi i, will pass to Ov uch as are cove or encumbrance by this Applica	g retainage (Line 3 the best of its know ived from Owner or ctor's legitimate oblio pment incorporated wner at time of pays ared by a bond accepts); and	wledge, the some count of ligations income lines and Worment free and the countries of the countries and the countries of the	followi Work o urred in k, or or d clear	ng: done und n connect therwise r of all lier demnifyir	er the Cor tion with the disted in one, security	2,855,680. Intract have been he Work covered by this y interests, and against any such
Contractor's The undersign (1) All previous applied on acception Applicat (2) Title to all Application for encumbrance liens, security (3) All the Word defective. Contractor:	S Certifica ned Contra is progress count to di itions for Pa Work, man or Payment is (except s interest, cork covered	tion ctor certifies, to payments rece ischarge Contra yyment; terials and equip t, will pass to Ov uch as are cove or encumbrance I by this Applica	g retainage (Line 3 the best of its know ived from Owner or ctor's legitimate oblio pment incorporated wner at time of pays ared by a bond accepts); and	wledge, the some count of ligations income lines and Worment free and the countries of the countries and the countries of the	followi Work ourred in the or or or d clear oner ind ce with	ng: done und n connect therwise r of all lier demnifyir the Cont	er the Corrion with the listed in one one, security and Owner and	2,855,680. Intract have been he Work covered by this y interests, and against any such ments and is not
Contractor's The undersign (1) All previous applied on acceptor Applicat (2) Title to all Application for encumbrance liens, security (3) All the Word defective. Contractor: Signature: Recommend	Certifica ned Contra is progress count to di cions for Pa Work, man or Payment is (except s interest, cork covered BRB Cork	tion ctor certifies, to payments rece ischarge Contra iyment; terials and equi it, will pass to Ov uch as are cove or encumbrance by this Applica	g retainage (Line 3 the best of its know ived from Owner or ctor's legitimate obling pment incorporated wner at time of pays ared by a bond accepts); and	wledge, the solution account of ligations income lin said Wormont free an otable to Ow	followi Work ourred in the or or or d clear oner ind ce with	ng: done und n connect therwise of all lied demnifyir the Cont	er the Corrion with the listed in one one, security and Owner and	2,855,680. Intract have been he Work covered by this y interests, and against any such ments and is not
Contractor's The undersign (1) All previous applied on acc prior Applicat (2) Title to all Application for encumbrance liens, security (3) All the Wo defective. Contractor: Signature: Recommence By:	S Certifica med Contra is progress count to di itions for Pa Work, mat Work, mat s (except s interest, c ork covered BRB Con	tion ctor certifies, to payments rece ischarge Contra iyment; terials and equip tyment; terials	g retainage (Line 3 the best of its know ived from Owner or ctor's legitimate obling pment incorporated wner at time of pays ared by a bond accepts); and	wledge, the solution account of ligations income the said Worment free an otable to Owlin accordance	followi Work ourred in the or of the or of the or of the or of the or of the or of the or of the or of the or of the or of the or of the or of the or of the the or of the or of	ng: done und n connect therwise of all lier demnifyir the Cont	er the Cor tion with the listed in or ns, security ag Owner a tract Docu	2,855,680. Intract have been he Work covered by this y interests, and against any such ments and is not
Contractor's The undersign (1) All previous applied on acception Application for acception for accommendation for accommendatio	S Certifica ned Contra is progress count to di cions for Pa Work, mat or Payment is (except s interest, cork covered BRB Con Josh Is Jedd by En	tion ctor certifies, to payments rece ischarge Contra iyment; terials and equip tyment; terials	g retainage (Line 3 the best of its know ived from Owner or ctor's legitimate obling pment incorporated wner at time of pays ared by a bond accepts); and	wledge, the solutions in country of lin said Wornent free an otable to Ow in accordance Approve By:	followi Work ourred in k, or or d clear mer ind ce with	ng: done und n connect therwise of all lier demnifyir the Cont	er the Cor tion with the listed in or ns, security ag Owner a tract Docu	2,855,680. Intract have been he Work covered by this y interests, and against any such ments and is not
Contractor's The undersign (1) All previous applied on acception Application for encumbrance liens, security (3) All the Word defective. Contractor: Signature: Recommence By:	S Certifica and Contra is progress count to dictions for Pa Work, man or Payment is (except serinterest, cork covered BRB Country Coun	tion ctor certifies, to payments rece ischarge Contra iyment; terials and equip to will pass to Ov uch as are cove or encumbrance I by this Applica	g retainage (Line 3 the best of its know ived from Owner or ctor's legitimate obling pment incorporated wner at time of pays ared by a bond accepts); and	wledge, the solution account of ligations incoment free an otable to Owin accordance Approve By: Title:	followi Work ourred in k, or or d clear mer ind ce with	Owner	er the Cor tion with the listed in or ns, security ag Owner a tract Docu	2,855,680. Intract have been he Work covered by this y interests, and against any such ments and is not
Contractor's The undersign (1) All previous applied on acc prior Applicat (2) Title to all Application for encumbrance liens, security (3) All the Wo defective. Contractor: Signature: Recommend By: Title: Pro Date: 12	BRB Consequence of the contract of the contrac	tion ctor certifies, to payments rece ischarge Contra iyment; terials and equip to will pass to Ov uch as are cove or encumbrance I by this Applica	g retainage (Line 3 the best of its know ived from Owner or ctor's legitimate obling pment incorporated wner at time of pays ared by a bond accepts); and	wledge, the solution account of ligations incoment free an otable to Owin accordance Approve By: Title:	followi Work ourred in k, or or d clear mer ind ce with	Owner	er the Cor tion with the listed in or ns, security ag Owner a tract Docu	2,855,680. Intract have been he Work covered by this y interests, and against any such ments and is not
Contractor's The undersign (1) All previous applied on acception Application for encumbrance liens, security (3) All the Wodefective. Contractor: Signature: Recommence By: Title: Pro Date: 12/ Approved by	BRB Consequence of the contract of the contrac	tion ctor certifies, to payments rece ischarge Contra iyment; terials and equip to will pass to Ov uch as are cove or encumbrance I by this Applica	g retainage (Line 3 the best of its know ived from Owner or ctor's legitimate obling pment incorporated wner at time of pays ared by a bond accepts); and	Approve By: Title: Date:	followi Work ourred in k, or or or d clear yner ind ce with	Owner	er the Cor tion with the listed in or ns, security ag Owner a tract Docu	2,855,680. Intract have been he Work covered by this y interests, and against any such ments and is not

Owner:	City of David City					Owner's Project No.:		
Engineer:	JEO Consulting Group, Inc.					Engineer's Project No.:	0::	251034.00
Contractor:	BRB Contractors, Inc.					Contractor's Project No.:	No.:	NE3DAV
Project: Contract:	David City Wastewater Treatment Facility Improvements David City Wastewater Treatment Facility Improvements							
Application No.:	21 Application Period:	: From	10/22/25	to to	11/24/25		Application Date:	12/10/25
A	8	၁	Q	E	F	9	Ξ	-
			Work Co	Work Completed		Work Completed		
			(D + E) From			and Materials	Section of the sectio	
		Scheduled Value	Application	This Period	(not in D or E)	Stored to Date (D+E+F)	Value (G / C)	Balance to Finish (C - G)
Item No.	Description	(5)	(5)	(5)	(5)	(5)	(%)	(s)
			Original Contract					
	GENERAL SITEWORK							•
1	Mobilize	\$ 750,000.00	750,000.00			750,000.00	100%	•
2	Bonds and Insurance	\$ 180,000.00	180,000.00			180,000.00	100%	
3	SWPP Items	\$ 25,000.00	23,200.00	300.00		23,500.00	94%	1,500.00
4	Site Clearing	\$ 30,000.00	30,000.00			30,000.00	100%	'
5	12" & 16" Forcemain Piping	\$ 300,000.00	214,557.08		63,893.68	278,450.76	93%	21,549.24
9	Other Piping/Valves	\$ 1,395,000.00	573,000.00	450,000.00	219,240.75	1,242,240.75	968	152,759.25
7	Precast Manholes	\$ 65,000.00	60,000.00			60,000.00	95%	5,000.00
80	Instrumentation & Control	\$ 50,000.00	15,000.00		15,096.14	30,096.14	9609	19,903.86
6	Electrical/Generator Work	\$ 125,000.00	112,500.00			112,500.00	9606	12,500.00
	HEADWORKS BUILDING		'			•		'
10	Excavation & Backfill		120,000.00			120,000.00	9608	30,000.00
11	Concrete Base Structure		500,000.00			500,000.00	100%	•
12	Concrete Walls Structure	\$ 1,207,000.00	1,207,000.00			1,207,000.00	100%	•
13	Concrete Floor/Deck Structure	\$ 350,000.00	320,000.00	30,000.00		350,000.00	100%	•
14	Misc. Metals Furnish/Install	\$ 50,000.00	'	40,000.00	5,000.00	45,000.00	9606	5,000.00
15	Masonry Above Structure	\$ 225,000.00	225,000.00			225,000.00	100%	'
16	Doors & Windows Furnish/Install	\$ 65,000.00	40,000.00	25,000.00		65,000.00	100%	•
17	Roof Trusses Furnish/Install	\$ 45,000.00	45,000.00			45,000.00	100%	•
18	Standing Seam Roof & Specialties		80,000.00			80,000.00	9608	20,000.00
19	Slide Gates Furish/Install		92,000.00	3,000.00		95,000.00	9656	5,000.00
20	Bar Screen Furnish/Install	ď	185,000.00			185,000.00	93%	15,000.00
77	Grit Equipment, Valves, Flumes Furnish/Install	T,	330,000.00	425,000.00	294,091.60	1,049,091.60	81%	250,908.40
27 52	ratshall riume	20,000,00		10,000.00		10,000.00	7007	0000000
24	Painting Structure		•				000	40,000,00
25	Instrumentation & Control Work		538 253 00		245 490 40	783 743 40	82%	166 256 60
26	Mechanical Work (both buildings)	l	25.000.00		16.920.00	41,920.00	16%	228,080.00
27	Electrical Work	\$ 700,000,00	404,500,00	45.000.00	80.762.85	530.262.85	9692	169.737.15
	AGP FLUME NO. 20							'
28	Excavation & Backfill	\$ 15,000.00	13,000.00			13,000.00	87%	2,000.00
29	Concrete Base	\$ 20,000.00	20,000.00			20,000.00	100%	
30	Concrete Walls	\$ 42,000.00	42,000.00			42,000.00	100%	-
31	Misc. Metals Furnish/Install	\$ 10,000.00				8,500.00	9658	1,500.00
32	Equipment Flume Install	\$ 15,000.00	15,000.00			15,000.00	100%	•
	INFLUENT PUMP STATION		'					'
88	Excavation & Backfill	\$ 160,000.00	150,000.00	5,000.00		155,000.00	926	2,000.00

ent	(c) 2018 National Society of Professional Engineers for EICDC. All rights reserved.
i for Paym	or EICDC.
Application	ngineers f
EJCDC C-620 Contractor's Application for Payment	ofessional E
DC C-620 C	ociety of Pr
EIC	National S
	(c) 2018

000.00	riogiess estilliate - Luinp suili Work						COLLE	contractor a Application for Fayment	on for a yment
Owner:	City of David City						Owner's Project No.:		
Engineer:	JEO Consulting Group, Inc.						Engineer's Project No.:	lo.:	251034.00
Contractor:	BRB Contractors, Inc.						Contractor's Project No.:	: No.:	NE3DAV
Project:	David City Wastewater Treatment Facility Impl	ility Improvements						•	
Contract:	David City Wastewater Treatment Facility Improvements	ility Improvements							
Application No.:	21	Application Period:	From	10/22/25	to to	11/24/25		Application Date:	12/10/25
A	8		o	Q	E	L	9	Ŧ	-
				Work Co	Work Completed		Work Completed		
				(D + E) From			and Materials		
			Catalogue Males	Previous	7	Currently Stored	Stored to Date	% of Scheduled	Balance to Finish
Item No.	Description		scheduled value (5)	Application (S)	(S)	(mot in D or E)	(5)	(3 / c) (36)	(S)
34	Concrete Base		\$ 50,000.00	20,000.00			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 Funish/Install		\$ 50,000.00	50,000.00			50,000.00	100%	-
38	Furnish & Install Pumps		\$ 525,000.00	498,750.00			498,750.00	%56	26,250.00
39	Furnish & Install Jib Crane & Foundation			-		34,860.00	34,860.00	9602	15,140.00
40	Painting Work		\$ 35,000.00	20,000.00	15,000.00		35,000.00	96001	•
41	Electrical Work		\$ 50,000.00	14,000.00		6,633.43	20,633.43	9614	29,366.57
	NEW SBR STRUCTURE			-			-		-
42	Excavation & Backfill		\$ 350,000.00	305,000.00	20,000.00		325,000.00	%E6	25,000.00
43	SBR Concrete Base Sections			520,000.00			520,000.00	100%	•
4	SBR Concrete Wall Sections			1,248,000.00	13,000.00		1,261,000.00	100%	•
45	SBR Basin Equipment Aeration		1,0	934,060.50	30,939.50		965,000.00	96.46	35,000.00
46	SBR Basin Equipment Pumps		\$ 50,000.00	45,000.00	3,000.00		48,000.00	96%	2,000.00
47	Misc. Metals Furnish/Install		\$ 40,000.00	•		31,625.00	31,625.00	%62	8,375.00
48	Painting Work			15,000.00			15,000.00	100%	1
49	Electrical Work		\$ 50,000.00	30,795.00	6,500.00		37,295.00	75%	12,705.00
	BLOWER BUILDING MODIFICATIONS			•					1
20	Concrete Floor/Wall Demolition			14,000.00	1,000.00		15,000.00	100%	•
51	Excavation & Backfill			10,000.00	5,000.00		15,000.00	100%	•
52	New Concrete Floor and Blower Bases		"	20,000.00	12,000.00		32,000.00	91%	3,000.00
23	New Masonry Wall/Misc. Infill			7,500.00			7,500.00	100%	•
54	Furnish & Install Doors			7,500.00			7,500.00	100%	•
55	Funish & Install New/Existing SBR Blowers	Slowers	4	150,000.00	250,000.00		400,000.00	100%	•
95	Painting Work			15,000.00	5,000.00		20,000.00	100%	•
25	Instrumentation & Control Work			26,000.00	115,000.00		141,000.00	94%	9,000.00
28	Electrical Work		\$ 100,000.00	78,625.00	15,000.00		93,625.00	94%	6,375.00
	EXISTING SBR BASIN MODIFICATIONS			•					•
59	Remove Existing Equipment & Piping	ng	\$ 50,000.00	-			-	960	50,000.00
09	Existing SBR Basin Equipment Aeration	tion	\$ 1,000,000.00	5,000.00		882,316.62	887,316.62	%68	112,683.38
61	Existing SBR Basin Equipment Pumps	sd	\$ 50,000,00			29,535.50	29,535.50	%65	20,464.50
62	Misc. Metals Furnish/Install			•		31,650.00	31,650.00	%6L	8,350.00
63	Construct New SBR Splitter Box		ľ	174,000.00			174,000.00	96001	-
64	Painting Work		\$ 20,000.00	•			-	960	20,000.00
99	Electrical Work		\$ 50,000.00	2,000.00			5,000.00	10%	45,000.00
	STORAGE BUILDING			•			-		•
99	Excavation & Backfill		\$ 35,000.00	35,000.00			35,000.00	100%	1
29	Building Drainage Piping & Oil Seperator		\$ 40,000.00	40.000.00			40,000.00	100%	

Progress Estim	Progress Estimate - Lump Sum Work					Contr	Contractor's Application for Payment	ion tor 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.:	No.:	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements							
Contract:	David City Wastewater Treatment Facility Improvements							
Application No.:	21 Application Period:	From	10/22/25	to	11/24/25		Application Date:	12/10/25
A	8	O	Q	E	4	9	H	-
			Work Completed	mpleted		Work Completed		
			(D + E) From			and Materials		
			Previous		Currently Stored	Stored to Date	% of Scheduled	Balance to Finish
		Scheduled Value	Application	This Period	(not in D or E)	(D+E+F)	Value (G / C)	(c - G)
Item No.	Description	(\$)	(S)	(5)	(\$)	(5)	(%)	(S)
89	Concrete Foundations	\$ 40,000.00	40,000.00			40,000.00	100%	•
69	Concrete Floor	\$ 56,000.00	26,000.00			26,000.00	100%	•
20	New Building Walls and Roof	\$ 270,000.00	239,259.00			239,259.00	89%	30,741.00
71	Doors & Windows	\$ 40,000.00	•	40,000.00		40,000.00	100%	•
72	Painting Work	30,000.00	•				096	30,000.00
73	Electrical Work	00'000'54 \$	12,000.00		10,000.00	22,000.00	29%	23,000.00
	DEMO EXISTING HEADWORKS BUILDING		•			-		•
74	Demolition of Existing Building Complete	30,000.00					960	30,000,00
	CLOSEOUT		-			-		-
75	Site Grading	\$ 25,000.00	-			-	960	25,000.00
9/	SBR/Storage Building Sidewalks	\$ 25,000.00	-			-	960	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	00'000'0E \$	•			•	096	30,000.00
	Original Contract Totals \$	\$ 16,882,000.00	\$ 11,410,999.58	\$ 1,564,739,50	\$ 1,967,115.97	\$ 14,942,855.05	868	\$ 1,939,144.95

Progress Estim	Progress estimate - Lump sum work					COLLE	cultifactul s Application for Payment	OII IOI PAYIIIEIIL	
Owner:	City of David City					Owner's Project No.:			
Engineer:	JEO Consulting Group, Inc.					Engineer's Project No.:	lo.:	251034.00	
Contractor:	BRB Contractors, Inc.					Contractor's Project No.:	No.:	NE3DAV	
Project:	David City Wastewater Treatment Facility Improvements						•		
Contract:	David City Wastewater Treatment Facility Improvements								
Application No.:	21 Application Period:	From	10/22/25	to	11/24/25		Application Date:	12/10/25	
A	8	၁	Q	В	4	9	Ξ	_	
			Work Co	Work Completed		Work Completed			
			(D + E) From		Currently Stored	and Materials Stored to Date	R of Crhoduled	Release to Finish	
		Scheduled Value	Application	This Period	(not in D or E)	(D+E+F)	Value (G / C)	(c-6)	
Item No.	Description	(\$)	(S)	(\$)	(s)	(S)	(%)	(S)	
			Change Orders						
1	Misc Submittals and Deducts	\$ 39,532.11	35,724.56			35,724.56	%06	3,807.55	
2	Headworks Stabilization Rock	\$ 133,342.31	133,342.31			133,342.31	100%	•	
3	Temporary Bypass Lane	\$ 105,656.02	105,656.02			105,656.02	96001	•	
4	Headworks Building Deducts	(58:156'6) \$		(9,951.85)		(9,951.85)	96001	•	
5	Misc Modifications	\$ 112,629.23	105,000.00	7,629.23		112,629.23	96001	•	
9	SBR Stabilization Rock, OVH Door & Surge Relief Valves	\$ 220,266.68	220,266.68			220,266.68	%001	-	
7	Headworks & Storage HVAC, SBR Air Piping	\$ 135,701.87				-	960	135,701.87	
						•		•	
						•		•	
						-		•	
						-		-	
						-		-	
						-		-	
						-		•	
						-		-	
						•		•	
						•		•	
						•		•	
						-		•	
						-		-	
	Change Order Totals	\$ 737,176.37 \$	\$ 599,989.57 \$	\$ (2,322.62)	. \$	\$ 597,666.95	81%	\$ 139,509.42	
			Original Contract and Change Orders	Orders					
	Project Totals \$		17,619,176.37 \$ 12,010,989.15	\$ 1,562,416.88	\$ 1,967,115.97	1,562,416.88 \$ 1,967,115.97 \$ 15,540,522.00	\$ 988	\$ 2,078,654.37	

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

Part		# David City							• 1	Owner's Project No.: Engineer's Project No.: Contractor's Project No.:	:: 0.: No:	251034.00 NE3DAV
No. 2) Control of the Control of		1000000								Engineer's Project N Contractor's Project	No:	NESDAV
This District District Protection Part District D		onsulting Group, Inc.								contractor a rioject		
20 Col. Nationator Facinite Facini		Otto Wastewater Treatme	ent Facility Improvements									
21. C Dept. or comment F G Introduct Or comment Introduct O		City Wastewater Treatm	ent Facility Improvements									
6 mode of the control of the		21		Application Period:	From	10/22/25	g.	11/24/25			Application Date:	12/10/25
Supplies Application	А		Q	ı		9	Ξ	-	-	×	1	W
Supplies Supplies Applies preficients Applies prefix							Materials Stored			Incorporated in Work		
Specification Standards (Supplied) Processing Supplied (Supplied) Processing Supplied) Processing Supplied (Supplied)	Item No.	Submittal No.						Amount Stored to	₹	-	Total Amount Incorporated in	Materials Remaining in
Montale Line Section for particular or preparent stored 2015 13 H P) MONTAL LINE Relax Member of preparent stored 281 53 M P) MONTAL LINE Relax Member of preparent stored 281 53 M P) MONTAL LINE Relax Member of preparent stored 281 53 M P) MONTAL LINE Relax Member of preparent stored 281 53 M P) MONTAL LINE Relax Member of preparent stored 281 53 M P) MONTAL LINE Relax Member of preparent stored 281 53 M P) MONTAL LINE Relax Member of preparent stored 281 53 M P) MONTAL LINE Relax Member of preparent stored 281 53 M P) MONTAL LINE Relax Member of preparent stored 281 53 M P) MONTAL LINE Relax Member of preparent stored 281 53 M P) MONTAL LINE Relax Member of preparent stored 281 53 M P) MONTAL LINE Relax Member of preparent stored 281 53 M P) MONTAL LINE Relax Member of preparent stored 281 53 M P)		-				Previous Amount Stored	this Period	(G+H)	Incorporated in the Work	Period	the Work (J+K)	Storage (I-L)
Rebar 20 003 30 Rebar <td< td=""><td>-</td><td></td><td>4</td><td>Storage Location</td><td>Storage</td><td>(5)</td><td>(c)</td><td>(<) 261.353.50</td><td>(5)</td><td>Ć.</td><td>(4)</td><td>(c)</td></td<>	-		4	Storage Location	Storage	(5)	(c)	(<) 261.353.50	(5)	Ć.	(4)	(c)
Rebar 25 259 2 Rebar 26 259 2 Rebar 25 259 2 Rebar 28 342 0 Rebar 30 148 7 Rebar 420 400 Rebar 17 735 60 Rebar 17 735 60 Rebar 18 43 18 Docid Re Inn Pipe 18 43 18 Lock Re Inn Pipe 18 43 18 Docid Re Inn Pipe and Accessories 18 43 18 Docid Re Inn Pipe and Accessories 18 53 18 Docid Re Inn Pipe and Accessories 18 53 18 Docid Re Inn Pipe and Accessories 18 53 18 Docid Re Inn Pipe and Accessories 18 53 18 Docid Re Inn Pipe and Accessories 18 53 18 Rebar 18 54 50 0 <	2005	6177578	Rebar			19,091.30		19,091.30			19,091.30	
Rebar 28 75 20 8 Rebar 28 75 20 8 Rebar 28 72 20 7 Rebar 1,56,40 Rebar 1,56,40 Rebar 1,56,40 Rebar 1,50,40 Rebar 1,50,40 Rebar 1,50,40 Rebar 1,50,40 Rebar 1,50,40 Rebar 1,50,50 Rebar 1,50,50 Rebar 1,50,50 Rebar 1,50,50 Rebar 1,50,50 Aqua Resoulder Second Priment 2,170,00 Locité Inon Pipe and Accessories 1,50,50 Aqua Rebardini Joint 2,170,00 Locité Inon Pipe and Accessories 1,50,50 Locité Inon Pipe and Accessories 1,50,50 Locité Inon Pipe and Accessories 1,50,50 Rebar 1,50,50 Rebar 1,50,50 <td>2005</td> <td>6159555</td> <td>Rebar</td> <td></td> <td></td> <td>28,359.32</td> <td></td> <td>28,359.32</td> <td></td> <td></td> <td>28,359.32</td> <td></td>	2005	6159555	Rebar			28,359.32		28,359.32			28,359.32	
Rebar Rebar 29,343.0 Rebar 29,432.0 Rebar 29,432.0 Rebar 29,432.0 Rebar 29,432.0 Rebar 20,423.7 Doctile Iron Pipe 21,720.0 Local Error Pipe 21,720.0 Doctile Iron Pipe 21,720.0 Rebar 21,220.0	2005	5147392	Rebar			26,753.09		26,753.09	Ш		26,753.09	•
Rebar Reba	2005	6147072	Rebar			29,743.20		29,743.20			29,743.20	•
Rebar	2005	6147071	Rebar		1	29,743.20		29,743.20			29,743.20	
Rebair Polymerp Polymerp 1964.00	2002	6114832	Rebar		\uparrow	29,743.20		29,743.20			29,743.20	
Polyweip 1,564.00	2002	6303876	Debar		T	30 145 37		30 145 37	30 145 37		30 145 37	'
Polyvirap Poly	075	5219-1	Polywine		Ī	1964.40		1 964.40			1964.40	ľ
Polywarp Polywarp	7	5226	Polywrap			420.00		420.00			420.00	
He but H	75	5219	Polywrap			3,170.72		3,170.72			-	3,170.72
Rebar 26,386.0 Rebar 26,0437 Rebar 26,0437 Rebar 26,0437 Rebar 26,0437 SR Name 26,0437 Outchie Iron Pipe 11,411.18 Double Iron Pipe 15,122.60 Rebar 13,122.60 Rebar 13,122.60 Rebar 21,700 Acua Aerobica-Second Payment 2,179.00 Double Iron Pipe and Accessories 2,170.00 Double Iron Pipe and Accessories 83,230 Double Iron Pipe and Accessories 83,230 Double Iron Pipe and Accessories 83,231 Double Iron Pipe and Accessories 21,275.00 Archie Iron Pipe and Accessories 83,231 Double Iron Pipe and Accessories 13,530 Archie Iron Pipe and Accessories 21,275.00 Archie Iron Pipe and Accessories 20,564 Double Iron Pipe and Accessories 31,81.39 Archie Iron Pipe 20,033.1 Archie Iron Pipe 20,033.1 Archie Iron Pipe 21,203.2 <t< td=""><td>2</td><td>7693</td><td>HME Shop Drawings</td><td></td><td></td><td>6,675.00</td><td></td><td>6,675.00</td><td>6,643.95</td><td></td><td>6,643.95</td><td>31.05</td></t<>	2	7693	HME Shop Drawings			6,675.00		6,675.00	6,643.95		6,643.95	31.05
Rebar Rebar	2005	6415841	Rebar			17,736.06		17,736.06			17,736.06	
Rebar See Se	2002	636/581	Rebar		\uparrow	26,960.24		26,960.24			26,960.24	
SR Wall Valves 76,613.95 Ducklie Iron Pipe 18,431.8 Ducklie Iron Pipe 18,431.8 Rebar 5,600.0 Rebar 2,179.06 Rebar 2,179.06 Rebar 2,179.06 Aqua Berdoic - Separation Joint 2,179.06 Loudile Iron Pipe and Accessories 3,592.00 Ducklie Iron Pipe and Accessories 10,440.99 Loudile Iron Pipe and Accessories 21,775.00 Ducklie Iron Pipe and Accessories 21,775.00 Ducklie Iron Pipe and Accessories 22,746.17 Ducklie Iron Pipe and Accessories 22,775.00 Ducklie Iron Pipe and Accessories 20,055.00 Air Palant 3,005.41 Butterfity Valves and Accessories 3,005.41 Air Repar 3,005.41 Air Repar 3,005.41 Betar and Craim Equipment 3,500.00 Ducklie Iron Pipe 2,500.00 Rebar 2,500.00 Rebar 2,500.00 Rebar 3,500.00 Rebar 3,500.00	0005	6197138	Series Series		T	18 469 87		18 469 87	l		18 469 87	
Ductile Iron Pipe	6	4020	SBR Wall Valves			76,643.95		76,643.95	76,643.95		76,643.95	ľ
Ductive from Pipe	27	2065	Ductile Iron Pipe			18,451.18		18,451.18			18,451.18	•
Rebar 5,675.00 Rebar 2,179.06 Rebar 2,179.06 Aqua Aerobics - Second Payment 5,892.80 Aqua Aerobics - Second Payment 5,892.80 Ductile Iron Pipe and Accessories 1,975.74 Ductile Iron Pipe and Accessories 83,203.12 Ductile Iron Pipe and Accessories 83,203.12 Ductile Iron Pipe and Accessories 21,75.06 Ductile Iron Pipe and Accessories 21,275.08 Ductile Iron Pipe and Accessories 21,275.00 Ductile Iron Pipe and Accessories 20,250.446.17 Ductile Iron Pipe and Accessories 20,255.446.17 Abutile Iron Pipe and Accessories 30,750.00 Abutile Iron Pipe and Accessories 30,750.00 Abutile Iron Pipe and Accessories 30,750.00 Abutile Iron Pipe 30,750.00 Abutile Iron Pipe 22,573.60 Buttle Iron Pipe 22,573.60 Rebar 22,573.60 Rebar 22,573.60 Bebar 22,573.60 Buttle Iron Pipe 20,241.60 Buttle Iron Pipe <	7.	5171	Ductile Iron Pipe			15,132.60		15,132.60			14,000.00	1,132.60
Rebar	2005	0409471	Repar		\dagger	00000		00.000 C 676.00			00000	
Adulta Aerobiat - Second Payment	2005	5604462	Rebor			2 179 06		2 179 06			2 179 06	'l'
Aqua Aerobics - Second Payment \$22,707.00 Ductile Iron Pipe and Accessories 1,975.74 Ductile Iron Pipe and Accessories 10,440.99 24" PVC Pipe 21,775.00 Ductile Iron Pipe and Accessories 21,775.00 Ductile Iron Pipe and Accessories 22,446.17 Ductile Iron Pipe and Accessories 22,446.17 All Releasy Valves 7,003.31 All Releasy Valves 3,181.29 HME Shop Drawings 20,005.00 Hatches and Accessories 3,181.29 HARE Shop Drawings 3,181.29 Ductile Iron Foremain Ripe 3,181.29 Electrical Source Materials 3,181.29 Ductile Iron Foremain Ripe 25,700.03 Rebar 22,730.03 Rebar 22,730.03 Rebar 22,730.03 Rebar 22,730.03 Rebar 22,730.03 Bebar 22,730.03 Bebar 20,252.00 Outsile Iron Pipe 20,252.00 Ductile Iron Pipe 20,252.00 Ductile Iron Pipe 20,252.00			Concrete Expansion Joints			5,892.80		5,892.80	5,892.80		5,892.80	•
Ductile Iron Pipe and Accessories 1,975.74 Ductile Iron Pipe and Accessories 10,440.99 24 PW Pipe 83,203.12 Ductile Iron Pipe and Accessories 21,275.06 Ductile Iron Pipe and Accessories 21,275.06 Ductile Iron Pipe and Accessories 22,246.17 Ductile Iron Pipe and Accessories 2,056.44 Air Entry Valves and Accessories 12,861.31 Air Entry Valves and Accessories 2,003.31 HME Stelpas Valves 30,750.00 Habsches and Crane Equipment 3,050.00 Habsches and Crane Equipment 3,0750.00 Habsches and Crane Equipment 3,0750.00 Laber Iron Pipe and Accessories 3,0750.00 Laber Iron Pipe 2,002.50 Laber Iron Pipe 2,002.50 Laber Iron Pipe 2,273.66 Rebar 2,273.66 Rebar 2,273.66 Bebar 2,273.66 Ductile Iron Pipe 20,246.00 Outsile Iron Pipe 20,246.00 Outsile Iron Pipe 30,341.66	10.	5795-2	Aqua Aerobics - Second Payment			522,707.00		522,707.00	-	1	522,707.00	•
24° PMC Pipe 31,040.99 24° PMC Pipe 83,043.12 24° PMC Pipe 21,275.08 26° PMC Pipe 21,275.08 26° PMC Pipe 21,275.08 26° PMC Pipe 21,275.08 26° PMC Pipe 22,273 26° PMC Pipe 22,274.01 26° PMC Pipe 22,274.01 27° PMC Pipe 22,046.17 28° PMC Pipe 22,046.17 28° PMC Pipe 22,046.17 28° PMC Pipe 22,046.17 28° PMC Pipe 20,025.00 28° PMC Pipe 30,750.00 28° PMC Pipe 30,750.00 28° PMC Pipe 22,750.00 28° PMC Pipe 22,750.00 <	679	6281-2	Ductile Iron Pipe and Accessories			1,975.74		1,975.74			•	1,975.74
Ductile Iron Pipe and Accessories	670	6281-1	Ductile Iron Pipe and Accessories		1	10,440.99		10,440.99	1,830.82		1,830.82	8,610.17
Ductile Iron Pipe and Accessories 62.71 Ductile Iron Pipe and Accessories 22,446.17 Butter Iron Pipe and Accessories 22,446.17 Butter Iron Pipe and Accessories 22,446.17 Butter Iron Pipe and Accessories 20,025.00 Air Release Valves 7,003.31 HME Singo Drawings 20,025.00 HAIR Estimates Valves 3,181.29 Ductile Iron Pipe and Accessories 36,633.43 Ductile Iron Pipe 116,428.37 Ductile Iron Pipe 27,000.03 Rebar 27,000.03 Rebar 27,000.03 Rebar 20,28.00 Gates/Valves/Furnes 116,622.32 Ouchile Iron Pipe 48,516.80 Ductile Iron Pipe 48,516.80 Ductile Iron Pipe 48,516.80 Ductile Iron Pipe 48,516.80	7.00	50003.1	Durtilla Iron Bine and American		T	33,203.12		33,203.12		31 375 08	21 275 08	83,203.12
Ductile Iron Pipe and Accessories 22,446,17 Ductile Iron Pipe and Accessories 5,056.44 Buchle Iron Pipe and Accessories 5,056.44 Alin Release Valves 7,803.31 MME Shop Drawings 20,025.00 Habries and Accessories 20,025.00 Ductile Iron Processories 31,181.29 Ductile Iron Processories 36,633.43 Ductile Iron Processories 36,633.43 Ductile Iron Processories 36,633.43 Valves 116,623.70 Rebar 27,002.03 Rebar 22,730.03 Rebar 22,732.00 Rebar 20,232.00 Gates/Valves/Flumes 10,622.32 Ductile Iron Pipe 46,516.07 Ductile Iron Pipe 46,516.00 Ductile Iron Pipe 46,516.00 Ductile Iron Pipe 30,341.66	K	2600	Ductile Iron Dire and Arcentories		T	17 669		17 553		12 669	17 669	
Ductile Iron Pipe and Accessories 5,056.44 Butter By Valves and Accessories 128,612.31 Air Releas and Accessories 7,003.31 MME Snop Drawings 20,025.00 Habries and Crane Equipment 30,750.00 Habries and Crane Equipment 31,812.9 Electrical Iron Flow and Audersories 31,812.9 Electrical Iron Flow and Audersories 36,633.43 Ductile Iron Flow 184,557.00 Rebar 27,002.03 Rebar 27,002.03 Rebar 27,002.03 Rebar 20,282.00 Gates/Valves/Flumes 116,510.75 Cates/Valves/Flumes 10,622.32 Outble Iron Pipe 48,516.80 Ductile Iron Pipe 48,516.80 Ductile Iron Pipe 30,341.66	K	5893	Ductile Iron Pipe and Accessories		Ī	22,446.17		22,446.17	22,446.17	L	22,446.17	
Butterfly Valves and Accessories 128.612.31 HAIR Selected Valves 7.003.31 HAIR Selected Valves 20.025.00 HAIR Selected Squipment 30.750.00 Hatches and Accessories 30.750.00 Butchies and Accessories 36.633.43 Ductile Iron Fige 184.557.08 Valves 184.557.08 Rebar 2573.08 Rebar 2573.00 Rebar 10.622.32 Cates/Valves/Flumes 10.622.32 Ductile Iron Fige 20.230.00 Ductile Iron Fige 30.541.60	75	16281	Ductile Iron Pipe and Accessories			5,056.44		5,056.44		5,056.44	5,056.44	•
Milk Shop Drawings	of I	4511	Butterfly Valves and Accessories			128,612.31		128,612.31	34,296.00		128,612.31	•
Hatches and Crane Equipment	1	5/75	Air Release Valves		1	7,803.31		7,805.31	١		. 000000	7,803.31
Ductile Iron Pipe and Acceptories 3,151.29 Bectrical Stored Materials 3,633.43 Ductile Iron Forcemain Pipe 184,237.08 Valves 184,237.08 Ductile Iron Pipe 23,66.17 Rebar 27,002.03 Rebar 27,002.03 Rebar 14,510.75 Rebar 20,232.00 Gates/Valves/Flumes 10,622.32 Outchie Iron Pipe 89,965.26 Ductile Iron Pipe 46,516.80 Ductile Iron Pipe 46,516.80 Ductile Iron Pipe 30,341.66	7,100	130rlN	Hatches and Crane For invent			30,750,00		30,750,00	21,000.00		21 605 00	0 145 00
Electrical Stored Materials 36,633.43 20.00 20	670	6281-3	Ductile Iron Pipe and Accessories			3,181.29		3,181.29			•	3,181.29
Outsile Iron Foremain Pipe 184,557 06 Valves 116,428 37 Valves 23,676.13 Rebar 27,202 03 Rebar 257,302 Rebar 257,302 Rebar 20,202.00 Gates/Valves/Flumes 14,510.75 Gates/Valves/Flumes 10,622.32 Outsile Iron Pipe 89,965.24 Ductile Iron Pipe 46,516.80 Ductile Iron Pipe 30,341.66	200	22-113	Electrical Stored Materials			36,633.43		36,633,43	-	19,681.02	19,681.02	16,952.41
Valves 116.428.37 Boutsle Iron Pipe 23,671.7 Rebar 27.702.03 Rebar 2573.86 Rebar 2573.89 Rebar 2,273.80 Gates/Valves/Flumes 20,282.00 Gottes/Valves/Flumes 116,622.32 Outsite Iron Pipe 89,955.26 Ductite Iron Pipe 48,516.80 Ductite Iron Pipe 30,341.66	75	7686	Ductile Iron Forcemain Pipe			184,557.08		184,557.08			184,557.08	•
Ductile Iron Pipe 23.676.17 Rebar 27.302.03 Rebar 27.302.03 Rebar 2573.36 Rebar 14,510.75 Gates/Valves/Flumes 20,202.00 Outchie Iron Pipe 89,965.26 Ductile Iron Pipe 48,516.80 Ductile Iron Pipe 48,516.80 Ductile Iron Pipe 30,341.66	6	4711	Valves			116,428.37		116,428.37			116,428.37	
Rebar 27,202.03 Rebar 2,5702.03 Rebar 2,57302.03 Rebar 14,510.75 Gates/Valves/Flumes 20,282.00 Gates/Valves/Flumes 10,523.2 Ductile Inno Pipe 89,965.26 Ductile Inno Pipe 46,516.80 Ductile Inno Pipe 30,341.66	620	2-2069	Ductile Iron Pipe			23,676.17		23,676.17	23,676.17		23,676.17	•
Rebar Rebar 2,573.58 Rebar 2,573.58 Rebar 2,573.58 Rebar 2,573.58 Rebar 2,573.58 Rebar 2,573.75 Rebar 2,578.75 Reb	2005	7906312	Rebar			27,202.03		27,202.03	١		27,202.03	•
Rebar Rebar 14,310.75 Rebar 20,202.00 Cotes/Valves/Flumes 20,202.00 Cotes/Valves/Flumes 10,622.32 Cotes/Valves/Flumes 10,622.32 Cotes/Valves/Flumes 10,622.32 Cotes/Valves/Flumes 10,622.32 Cotes/Valves/Flumes 10,622.32 Cotes/Valves/Flumes 10,622.52 Cotes/Valves/Flumes 10	2005	7701696	Rebar		1	2,573.98		2,573.98			2,573.98	
Greet/Valves/Flumes	2005	7617007	Rebar			14,510.75		14,510.75	14,510.75		24,510.75	
Gates/Valves/Flumes 135,104,83	6	5073	Gates/Valves/Flumes		T	10.622.32		10,622,32			10.622.32	
Ductile Iron Pipe 89,965.26 Ductile Iron Pipe 48,516.80 Ductile Iron Pipe 30,341.68	6	4913	Gates/Valves/Flumes			135,104.83		135,104.83		55,964.05	135,104.83	
Ductile fron Pipe 48,516.80 Ductile fron Pipe 30,341.68	679	9894-2	Ductile Iron Pipe			89,965.26		89,965.26			89,965.26	•
Ductrile from Pipe 30,341.68	520	9894-1	Ductile Iron Pipe			48,516.80		48,516.80	30,000.00		48,516.80	•
	7.	20897	Ductile Iron Pipe			30,341.68		30,341.68			30,341.68	•

Stored Materials Summary	als Summary									Contra	Contractor's Application for Payment	n for Payment
Owner:	City of David City	ty.								Owner's Project No.:		
Engineer:	JEO Consulting Group, Inc.	Group, Inc.								Engineer's Project No.:	:0	251034.00
tor:	BRB Contractor	s, Inc.								Contractor's Project No.:	: No.:	NE3DAV
Project: Contract	David City Was	tewater Treatment	David City Wastewater Treatment Facility Improvements David City Wastewater Treatment Facility Improvements									
100	dia dia	commence in contract										
Application No.:	21			Application Period:	From	10/22/25	2	11/24/25			Application Date:	12/10/25
A	8	o	Q	E	.	9	H	_	ſ	Ж	1	M
					_		Materials Stored			ncorporated in Worl		
Item No.		Submittal No.			Application No. When			Amount Stored to	Amount Previously	Amount Incorporated in	Total Amount Incorporated in	Materials Remaining in
(Lump Sum Tab) or Bid Item No.	Supplier	(with Specification			Materials Placed in	Previous Amount Stored	Amount Stored this Period	Date (G+H)	Incorporated in the Work	the Work this Period	the Work (J+K)	Storage (I-L)
(Unit Price Tab)	Invoice No.	Section No.)	Description of Materials or Equipment Stored	Storage Location	Storage	(5)	(5)	(\$)	(\$)	(\$)	(\$)	(5)
	1-260/5/0		Ductile Iron Pipe			34 436 37		10.040,0 17.	34 436 37		34 436 37	
	8635424-01		Electrical Stored Materials			1,893.10		1,893.10	1,893.10		1,893.10	•
	8653766-00		Electrical Stored Materials			1,344.01		1,344.01	1,344.01		1,344.01	•
	8635424-00		Electrical Stored Materials			1,029.30		1,029.30	1,029.30		1,029.30	•
	8651280-00		Electrical Stored Materials			249.97		249.97	249.97		249.97	•
	3602508-02		Electrical Stored Materials			18 107 44		18 107 44	18 107 44		18 107 44	
	8634948-00		Electrical Stored Materials			10.92		10.92	10.92		10.92	•
	2022-119		Electrical Stored Materials			5,915.24		5,915.24	5,915.24		5,915.24	•
	95314		Valves			35,962.26		35,962.26	20,000.00	15,962.26	35,962.26	•
	95296		Valves			5,507.18		5,507.18	5,507.18		5,507.18	•
	95194		Valves			64,227.99		64,227,99	64,227.99		64,227.99	•
	0760997-1		Embedded Wall Pipe			10,490.00		10,490.00	10,490.00		10,490.00	•
	761001		Embedded Wall Pipe			10,763.56		10,763.56	10,763.56		10,763.56	•
	/8866/		Ductile Iron Fittings		1	14,004.75		14,054.75		14,054.75	14,004.73	
	7-/5609/0		Macdinorly Area Debor		Ī	17 661 05		17 661 05	17 661 05	70'00'	17 661 05	
	50028559050		Generator Pad Rebar			5.316.85		5.316.85	5,316.85		5,316.85	
	95460		Valves			9,113.55		9,113.55	9,113.55		9,113.55	•
	765559		Ductile Iron Pipe			11,022.47		11,022.47	11,022.47		11,022.47	-
	765117		Ductile Iron Pipe			95,948.26		95,948.26	95,948.26			•
	764836		Ductile Iron Pipe			22,291.21		22,291.21	•	22,291.21		•
	764427		Ductile Iron Pipe			2,800.00		2,800.00	•	2,800.00		•
	754646		Outsile from Pipe		Ī	21,007 67		24.844.8		25/600/fc	l	
	0765117-2		Ductile Iron Pire			21 797 38		71,707.15		21,797.38		
	8653766-01		Electrical Stored Materials			6,130,00		6,130.00	6,180.00		6,180.00	
	8635424-02		Electrical Stored Materials			9,419.62		9,419.62	9,419.62		9,419.62	•
	8635424-03		Electrical Stored Materials			5,327.55		5,327.55	5,327.55		5,327.55	•
	8658232-00		Electrical Stored Materials			20,413.00		20,413.00	15,000.00		15,000.00	5,413.00
	00-675cc00		Electrical Stored Materials			8 910 00		8 010 00	8 910 00		8 910 00	
	8602508-03		Electrical Stored Materials			5,317.25		5,317.25	5,317.25		5,317.25	•
	8658232-02		Electrical Stored Materials			31,315.00		31,315.00	31,315.00		31,315.00	
	8658232-01		Electrical Stored Materials			32,956.00		32,956.00	•		•	32,956.00
	NECOL256197		Electrical Stored Materials			301.18		301.18	•		•	301.18
	207.07		State Metal		Ī	220.00		OU UEC				220.00
	12351		HOW Drowner Billion			277 884 60		277 884 60		114 050 50	11/1 060 50	113 82/10
	27665		Submercible Pumps			432 500 00		432 500 00	432 500 00	DE (000) (107)	432 500 00	-
	0174897-IN		Hoist			19,110.00		19,110.00		19,110.00	19,110.00	•
	0765117-6		Pige and Fittings			9,402.29		9,402.29		9,402.29		
	0765117-5		Pipe and Fittings			39,726.61		39,726.61		39,726.61	39,726.61	
	0765117-4		Pipe and Fittings			6,442.13		6,442.13	•	6,442.13		•
	0760997-3		Pipe and Fittings			26,816.12		26,816.12	•	26,816.12		'
	0765117-3		Pipe and Fittings			578.28		578.28	•	578.28	ı	•
	75,0040		Pipe and hittings			21,003,44		21,663,44	•	21,665.44		
	/64818 04744		Pipe and hittings		T	33 531 00		33 531 00		33 531 00	25,146,59	
	CCICC		N-MO			00,100,00		ONTECT CE		ONTECTOR		

Stored Materials Summary	als Summary									Contra	Contractor's Application for	on for
Owner:	City of David City	Ā								Owner's Project No.:		
Engineer:	JEO Consulting (Group, Inc.	JEO Consulting Group, Inc.							Engineer's Project No.:	::0	251
Contractor	BRB Contractor:	s, Inc.								Contractor's Project No.:	No.:	Z
Project:	David Orty Wast	tewater Treatment	t Facility Improvements									
Contract:	Dawd Orty Wast	tewater Ineatment	it Facility Improvements									
Application No.:	21			Application Period:	From	10/22/25	2	11/24/25			Application Date:	12,
A	80	0	Q	3	4	9	H	-	ſ	×	1	
							Materials Stored			ncorporated in Work		
Item No.		Submittal No.			Application No. When			Amount Stored to	Amount Previously	Amount Incorporated in	Total Amount Incorporated in	Rem
(Lump Sum Tab)		(with			Materials	Previous Amount	Amount Stored	Date	Incorporated in	the Work this	the Work	•
or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Placed in Storage	Stored (5)	this Period (5)	(H+H)	the Work (5)	Period (\$)	(3+K)	
	8635424-05					386.20		386.20	386.20		386.20	
	8658653-00		Electrical Stoned Materials			1,335.00		1,335.00	1,335.00		1,335.00	
	8602508-04		Electrical Stored Materials			373.10		373.10	373.10		373.10	
	8694471-00		Electrical Stored Materials			266.93		266.93			266.93	
	3602508-05		Electrical Stored Materials			2,328.26		2,328.26	2,328.26		2,328.26	
	8797		Cleaning Stored Materials			23 305 00		73 395 00		23 305 00	23 395 00	
	29452		Handrail			12,300.00		12,300.00			-	
	568		HVAC: Air Conditioners			16,920.00		16,920.00	•			
	0765117-7		Pipe and Fittings			2,528.22		2,528.22	•		•	
	766417		Piping System/Ball Valves			3,112.76		3,112.76	•			
	7/0080		Pipe and Fittings		I	4,184,11		4,184,11	'			
	NI-0277500		Pipe and Fittings			10 000 00		10 000 00	10 000 01		10 000 01	
	29678		Ladders			8,250.00		8,250.00				
	769915		Pipe and Fittings			17,343.56		17,343.56	•		•	
	1045880					254,849.56		254,849.56	100,000,00	150,000.00	250,000.00	
	1046052		Aqua Aerobics SBR Equipment			703,753.84		703,753.84				
	07276-00		Generator			07.707.77		82,671.00	12/2/100 82 368 00		82 368 00	
	8653766-02		Electrical Stored Materials			12,200.28		12,200.28			•	
	1046371		Aqua Aerobics SBR Equipment			56,029.84		56,029.84			•	
	443099		Precast Manholes			6,829.90		6,829.90			6,829.90	
	1046768		Precast Manholes			6,367.98		6,367.98	6,367.98		6,367.98	
	1046711		Ages Associated Springers			4 266 73		4 366 73	l		11.10/002	
	769540		Pige and fittings			10.912.32		10.912.32				
	777143		Pipe and Fittings			9,368.08		9,368.08	•		•	
	50030735331		Blower Room Rebar			4,203.29		4,203.29		4,203.29	4,203.29	
	50113091		Doors and Frames			30,000.00		30,000.00	9,000.00	21,000.00	30,000.00	
	1047062		Aqua Aerobic Equipment			75,103.16		75,103.16		75,103.16	75,103.16	
	97508		Side Gates			277.359.52		277.359.52	30,000,00		30,000,00	
	777559		Ductile Iron Pipe and Fittings (SBR)			33,415.07		33,415.07			•	
	777526		Ductile Iron Pipe and Fittings (Blower)			7,835.01		7,835.01	•		•	
	0777559-1		Ductile Iron Pipe and Fittings (SBR)			17,352.34		17,352.34	•		•	
	30706		Misc Steel			81,605.00		81,605.00		33,975.00	33,975.00	
	12/43		Motor Control Centers and Drives			438,253.00		438,253.00	438,253.00		438,253.00	
	97802		Slide Gate Actuator			22,576.82		22,576.82	- 000000	200000		
u	721370		Grit Removal System Ductals Iron Bins and Ethiose			6 005 30		00.015,722			0000000	
9	0779486-1		Ductile Iron Pice and Fittings			5.131.29		5.131.29			5.131.29	
9	0799486-2		Ductile Iron Pipe and Fittings			93,061.78		93,061.78	ľ		93,081.78	
9	2-8527770		Ductile Iron Pipe and Fittings			11,821.88		11,821.88			11,821.88	
9	780229		14" SBR Pipe			4,492.31		4,492.31			•	
	IN108191		Doors and Frames			16,637.14		16,637.14	-		16,637.14	
	133739		Headworks Trusses (Partial)			4,925.00		4,925.00	4,925.00		4,925.00	
	781551		Ductile Iron Pipe and Fittings			12,310.45		12,310.45	4,000.00		4,000.00	
	1-22500/0		Outrie from rittings (piower)		Teach	2	,	C 7030 000 EE	C 2000 L 210.23	OC CAC 150 1 2	C 5 070 075 50	
					Locals	•	•		C3.001/00010 6	4014545.53		•

Council Member Keith Marvin made a motion to Table the Pay Application No. 1 (Final) for Maguire Iron, Inc. in the amount of \$245,250.00 for the 2025 Water Tower Repainting, to the January 14, 2025, City Council Meeting. 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.

Council Member Keith Marvin made a motion to approve Change Order No. 1 for Rutjens Construction in the amount of \$(18,749.00) for the 2025 Water Main Improvements: North 7th Street from J Street to O Street, adjustment of final quantities. 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.

Council Member Bruce Meysenburg made a motion to approve Pay Application No. 2 & Final for Rutjens Construction in the amount of \$38,251.00 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.

Council Member Bruce Meysenburg made a motion to accept the certificate of substantial completion for Rutjens Construction, Inc. 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.

(Space Intentionally Left Blank)

Title: Vice President

Date: 12/3/2025

CHANGE ORDER NO.: 1

Owne	r:	City of David City, NE	Owner's Project No.:	
Engine	eer:	JEO Consulting Group, Inc.	Engineer's Project No.:	231471.00
Contra	actor:	Rutjens Construction Inc.	Contractor's Project No.:	
Projec	:t:	2025 Water Main Improve	ments: North 7th Street from J Stre	et to O Street
Contra	act Name:	2025 Water Main Improve	ments: North 7th Street from J Stre	et to O Street
Date I	ssued:	11/18/2025	Effective Date of Change Order:	11/18/2025
The Co	ontract is mod	lified as follows upon executi	on of this Change Order:	
Descri	ption:			
	Adjustment	of final quantities installed f	or the 7th Street Water Main Proje	ct.
Attach	nments:			
	None.			
	Chan	ge in Contract Price	Change in Contrac	et Times
Origina	I Contract Price		Original Contract Times:	A fillies
O'ng.iiic	. commedia	•	Substantial Completion:	November 30, 2025
\$		380,566.00	Ready for final payment:	Decmber 31, 2025
Net ch	ange from prev	iously approved Change Orders:	Net change from previously app	proved Change Orders:
		, -рр	,,	
			Substantial Completion:	0
\$		0.00	Substantial Completion: Ready for final payment:	0
	ct Price prior to	0.00 this Change Order:	Ready for final payment: Contract Times prior to this Char	0 nge Order:
Contra	ct Price prior to		Ready for final payment: Contract Times prior to this Char Substantial Completion:	0 nge Order: November 30, 2025
	ct Price prior to		Ready for final payment: Contract Times prior to this Char	0 nge Order:
Contra \$	ct Price prior to	this Change Order: 380,566.00	Ready for final payment: Contract Times prior to this Char Substantial Completion:	0 nge Order: November 30, 2025 Decmber 31, 2025
Contra \$		this Change Order: 380,566.00	Ready for final payment: Contract Times prior to this Char Substantial Completion: Ready for final payment:	0 nge Order: November 30, 2025 Decmber 31, 2025
Contra \$		this Change Order: 380,566.00	Ready for final payment: Contract Times prior to this Char Substantial Completion: Ready for final payment: Net change for this Change Orde	0 nge Order: November 30, 2025 Decmber 31, 2025 er:
Contra \$ Net ch	ange for this Ch	this Change Order: 380,566.00 nange Order:	Ready for final payment: Contract Times prior to this Char Substantial Completion: Ready for final payment: Net change for this Change Orde Substantial Completion:	0 nge Order: November 30, 2025 Decmber 31, 2025 er: 0 0
Contra \$ Net ch	ange for this Ch	380,566.00 nange Order: (18,749.00)	Ready for final payment: Contract Times prior to this Char Substantial Completion: Ready for final payment: Net change for this Change Orde Substantial Completion: Ready for final payment:	0 nge Order: November 30, 2025 Decmber 31, 2025 er: 0 0
Contra \$ Net ch	ange for this Ch	380,566.00 nange Order: (18,749.00)	Ready for final payment: Contract Times prior to this Chars Substantial Completion: Ready for final payment: Net change for this Change Orde Substantial Completion: Ready for final payment: Contract Times with all approved	0 nge Order:
S Net ch S Contra	ange for this Ch	380,566.00 nange Order: (18,749.00) prating this Change Order:	Ready for final payment: Contract Times prior to this Char Substantial Completion: Ready for final payment: Net change for this Change Order Substantial Completion: Ready for final payment: Contract Times with all approved Substantial Completion: Ready for final payment: Authorized	0 nge Order: November 30, 2025 Decmber 31, 2025 er: 0 0 d Change Orders: November 30, 2025 Decmber 31, 2025
S Net ch S Contra	ange for this Ch	380,566.00 nange Order: (18,749.00) prating this Change Order: 361,817.00	Ready for final payment: Contract Times prior to this Chars Substantial Completion: Ready for final payment: Net change for this Change Order Substantial Completion: Ready for final payment: Contract Times with all approved Substantial Completion: Ready for final payment:	0 nge Order: November 30, 2025 Decmber 31, 2025 er: 0 0 d Change Orders: November 30, 2025 Decmber 31, 2025
S Net ch S Contra	ange for this Ch	380,566.00 sange Order: (18,749.00) prating this Change Order: 361,817.00 by Engineer (if required)	Ready for final payment: Contract Times prior to this Char Substantial Completion: Ready for final payment: Net change for this Change Order Substantial Completion: Ready for final payment: Contract Times with all approved Substantial Completion: Ready for final payment: Authorized Authorized	0 nge Order: November 30, 2025 Decmber 31, 2025 er: 0 0 d Change Orders: November 30, 2025 Decmber 31, 2025
S Net ch S Contra \$ Re By:	ange for this Ch ct Price incorpo commended by Huan May	380,566.00 sange Order: (18,749.00) prating this Change Order: 361,817.00 by Engineer (if required)	Ready for final payment: Contract Times prior to this Char Substantial Completion: Ready for final payment: Net change for this Change Order Substantial Completion: Ready for final payment: Contract Times with all approved Substantial Completion: Ready for final payment: Authorized	0 nge Order: November 30, 2025 Decmber 31, 2025 er: 0 0 d Change Orders: November 30, 2025 Decmber 31, 2025
S Net ch S Contra S Re By: Title: Date:	ct Price incorpo	380,566.00 nange Order: (18,749.00) prating this Change Order: 361,817.00 by Engineer (if required)	Ready for final payment: Contract Times prior to this Char Substantial Completion: Ready for final payment: Net change for this Change Order Substantial Completion: Ready for final payment: Contract Times with all approved Substantial Completion: Ready for final payment: Authorized Document Final Payment: Authorized Mayor	onge Order: November 30, 2025 Decmber 31, 2025 er: 0 0 d Change Orders: November 30, 2025 Decmber 31, 2025

				tion	Total Value of Item (\$)	(\$492.00)	\$990.00	(\$687.00)	(\$460.00)	(\$200.00)	(\$9,300.00)	(\$5,425.00)	\$10,295.00	\$200.00	(\$350.00)	(\$260.00)	(\$1,780.00)	(\$260.00)	(\$1,740.00)	(\$1,796.00)	(\$7,184.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$18,749.00)
				Change Order Information	Unit Price	(\$82.00)	\$495.00	(\$687.00)	(\$230.00)	(\$250.00)	(\$300.00)	(\$175.00)	\$355.00	\$20.00	(\$175.00)	(\$13.00)	(00.68\$)	(\$13.00)	(\$87.00)	(\$2.00)	(\$8.00)									Total:
			18, 2025	Chang	Units	-F	EA	EA	EA	EA	EA	EA	EA	JT	EA	SY	λS	SY	λS	SF	SF									
	231471.00	1	November 18, 2025		ltem Ouantity	9	2	1	2	2	31	31	29	10	2	20	20	20	20	868	868									
	JEO Project Number:	Change Order Number:	Effective Date:																											
er Estimate - Unit Price Work	2025 Water Main Improvements: North 7th Str JEO Project Number:	City of David City, NE	Rutjens Construction Inc.	ltem	Description	8" PVC, Bored Pipe Deduct	Additional 4" 90° Bends	Elimination of 10"x 8" Reducer	8" x 1" Saddle Deduct	1" Corporation Stop Deduct	1" Curb Stop Deduct	1" Curb Stop Box (Install Only) Deduct	Additional Curb Stop and Boxes	Additional 1" PE Water Services (SDR 9)	Connect to Existing Water Service Deduct	Remove Pavement Deduct	7" Concrete Pavement Deduct	Remove Driveway Deduct	5" Concrete Driveway Deduct	Remove Concrete Sidewalk Deduct	4" Concrete Sidewalk Deduct									
Change Order Estimate -	JEO Project Name:	Owner:	Contractor:		Bid Item No.	3	11	13	18	19	20	21	22	23	25	26	27	28	29	30	31									

Date:

9										
Contractor's A			nt							
Owner:	City of David						Project			
Engineer:	JEO Consulti						r's Projec			231471.00
	Rutjens Con		•				tor's Proj			
Project:	2025 Water		-							
Contract:	2025 Water	Main Im	provement	ts: North 7	th Stree	t fro	m J Stree	t to O St	reet	
Application		Final		Applicati	on Date		11/18/		_	
Application	Period: Fro	m	11/1/20	025	to		11/12/	2025		
1. Ori	ginal Contract	Price						\$		380,566.00
2. Net	t change by Ch	nange Or	ders					\$		(18,749.00)
3. Cur	rent Contract	Price (Li	ne 1 + Line	2)				\$		361,817.00
4. Tot	al Work comp	leted an	d materials	s stored to	date					
(Su	m of Column	G Lump S	Sum Total a	and Colum	ın J Unit	Price	Total)	\$		361,817.00
5. Ret	ainage									
a	. 0% X		61,817.00	-			\$		-	
_			-	-	laterials	=	\$		-	
	. Total Retain	_		_				\$		-
	ount eligible t							\$		361,817.00
	s previous pay			prior app	lication))		\$		323,565.01
	ount due this							\$		38,251.99
	ance to finish,		ig retainage	e (Line 3 -	Line 4 +	Line :	5.c)	\$		-
	Certification led Contractor		to the best o	of its knowle	edge, the	follo	wing:			
	s progress payr							der the C	ontra	t have been
applied on ac	count to discha	rge Contr	actor's legiti	mate oblig	ations inc	urred	l in conne	ction with	the V	Vork covered
	cations for Payr									
	Work, material									
	r Payment, will s (except such a									
	interest, or en			and deception			,		. ugun	ist only seen
(3) All the Wo	rk covered by t	his Applic	ation for Pa	yment is in	accordar	nce wi	ith the Co	ntract Do	cumer	nts and is not
defective.										
Contractor:	Rutjens Con	struction	Inc							
Signature:	Adam Ridners		,					Date:	12/	3/2025
	led by Engine				Approve	ed by	Owner			
	locuSigned by:				Ву:		ocusigned by:			
	llian Joy, P.E. 1999CASPS880GC4.					C.	U 80803EAD87494			
	oject Manager				Title:	May				
	3/2025 y Funding Age	ncv			Date:	12/1	17/2025			
		incy			Rve					
By: N//	4				By:	N/	A			
Title:					Title:					

Date:

Part	Progre	Progress Estimate - Unit Price Work								Contractor's Application for Payment	plication f	or Payment
Table Main Protection P	Owner	City of David City								Owner's Project No.		
Exemple Control Main Improvements North 2h Street from	Engineer									Engineer's Project No.:	0::	231471.00
National Inforcement North Street from 1 Street to O Street	Contract									Contractor's Project No.:	No.:	
2 Final Bayenements North Pis Street from 1101/155 To 11/12/155	Project:		n J Street to O Stre	t t						•	ı	
2 E F F F F F F F F F	Contract		n J Street to O Stre	ti								
Description E	Applicati	2 & Final	From	11/01/25	2	11/12/25				Applica	Application Date:	11/18/25
Contract Internation Intern	4	89	J	0	ш	F	9	Ξ	-	-	×	1
District				Contract	Information			ompleted				
Description Name of Res (K R) (Estimated	Value of Work	Materials Currently	Work Completed and Materials	% of Value of	
Description 1 1 LS 1,7000.00 (\$) then Work (\$) Intuitation 1 1 1 1 1,000.00 1,7000.00 1,000.00 <	Bid Item				Unit Price	Value of Bid Item (C.X.E)	Quantity Incorporated in	Completed to Date (E X G)	Stored (not in G)		ltem (J/F)	Balance to Finish (F-J)
1 15 17,000.00 1,000	No.		Item Quantity	Units	(5)	(5)	the Work	(5)	(5)	(5)	(%)	(S)
Internationary 1				21	17 000 00	17 mm m	100	47,000,00		47,000,00	10005	
The Main, DR 18, Directionally Bored 1808 LF 700 140,256 DD 1,000 DD 12,00 DD 14,00 DD 18,00	2	Bondine and Insurance	1	2 5	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	.
The Main, DR 18 11 12 12 12 12 12 12 12 12 12 12 12 12	-	8" PVC Water Main, DR 18, RJ, Directionally Bored	1,806	5	82.00	148,256.00	1,808.00	148,256.00		148,256.00	100%	ľ
Fy Main, DR 18 18 (F 65.00 1170.00 18.00 ear Main, DR 18 17 (F 65.00 1470.00 15.00 ear Main, DR 18 14 EA 2.515.00 35.210.00 1.00 ear Mul 4 EA 2.515.00 3.520.00 4.00 ear, Mul 2 EA 2.55.00 3.520.00 4.00 Mul 6 EA 2.515.00 1.000 2.00 Mul 6 EA 6.35.00 1.226.00 2.00 Mul 1 EA 6.35.00 1.226.00 2.00 Mul 4 EA 6.35.00 1.226.00 2.00 Mul 4 EA 6.30.00 2.0000 3.00 Mul	4	8" PVC Water Main, DR 18	21	J.	70.00	1,470.00	21.00	1,470.00		1,470.00	100%	
Fee, Mul.	2	6" PVC Water Main, DR 18	18	J.	65.00	1,170.00	18.00	1		1,170.00	100%	•
cer MU 14 EA 2.515.00 332,000 1400 cer MU 4 EA 1,104.00 4,416.00 4.00 MU 4 EA 805.00 1,030.00 4.00 MU 2 EA 805.00 1,030.00 2.00 MU 6 EA 805.00 1,297.00 2.00 MU 1 EA 867.00 2,970.00 2.00 MU 1 EA 867.00 2,970.00 2.00 MU 1 EA 867.00 2,970.00 2.00 MU 1 EA 867.00 807.00 2.00 MU 4 EA 867.00 807.00 3.00 Cer, MU 4 EA 805.00 3.00 3.00 Cer, MU 7 EA 1,110 7.00 4.00 Cer, MU 7 EA 1,110 7.00 9.00 3.00 Mo 10 1,	9	4" PVC Water Main, DR 18	7	Į,	65.00	455.00	7.00	455.00		455.00	100%	
Name 4 EA 1,104.00 4,416.00 4,00 Muj 2 EA 515.00 1,00 4,00 Muj 6 EA 515.00 1,00 2,00 Muj 6 EA 515.00 1,00 2,00 Muj 6 EA 513.00 1,00 2,00 Muj 1 EA 513.00 1,00 2,00 Locr, Muj 1 EA 513.00 1,00 2,00 cer, Muj 4 EA 513.00 1,00 2,00 cer, Muj 4 EA 505.00 2,00 3,00 2,00 cer, Muj 4 EA 505.00 2,00 3,00	7	8" Gate Valve and Box, MJ	14	EA	2,515.00	35,210.00	14.00	35,210.00		35,210.00	100%	
RATION A EA EA 885 00 3,540,00 4,00 MAI MAI 6 EA 515,00 2,00 2,00 MAI 6 EA 515,00 1,030,00 2,00 MAI 1 EA 455,00 1,200,00 6,00 MAI 1 EA 667,00 667,00 6,00 MAI 1 EA 518,00 1,00 2,00 cer, MAI 4 EA 505,00 2,000,00 4,00 1,00 cer, MAI 4 EA 510,00 2,00 1,00 <	co	8" Cross, MJ	4	EA	1,104.00	4,416.00	4.00	4,416.00		4,416.00	100%	
MJ EA 515.00 1,090.00 2.00 MJ 4 EA 435.00 1,090.00 6.00 MJ 2 EA 435.00 1,297.00 6.00 NU 1 EA 613.00 1,276.00 2.00 cer, MJ 1 EA 613.00 1,276.00 2.00 cer, MJ 1 EA 613.00 1,276.00 2.00 cer, MJ 3 EA 610.00 1,00 1.00 cer, MJ 4 EA 518.00 2,00.00 1,00 cer, MJ 3 EA 1,121.00 7,847.00 7,00 cer, MJ 3 EA 1,121.00 7,847.00 7,00 no Scop 35 EA 1,121.00 7,847.00 7,00 no Scop 31 EA 1,175.00 3,00 3,00 no Scop 4 EA 1,175.00 3,00 3,00 3,00 3,00 3,00 3	6	8" x 6" x 8" Tee, MJ	4	EA	885.00		4.00	3,540.00		3,540.00	100%	
MJ 6 EA 495.00 2,570.00 6.00 MJ Just 64 643.00 1,276.00 2.00 Licer, MJ 1 EA 687.00 1.00 cer, MJ 4 EA 687.00 1.00 cer, MJ 4 EA 505.00 2,020.00 4.00 cer, MJ 5 EA 230.00 36.00 36.00 on Scope 35 EA 230.00 36.00 36.00 nand Box 31 EA 230.00 36.00 36.00 nand Box 35 EA 235.00 36.00 36.00 service (Inter 40 5 EA 175.00 5.425.00 36.00 Pervice (SIR) 4	10	6" 90" Bend, MJ	2	EA	515.00		2.00	1,030.00		1,030.00	100%	
MJ LEA 613.00 1,226.00 2,00 cer, MJ 1 EA 687.00 687.00 1,00 cer, MJ 1 EA 516.00 1,00 1,00 cer, MJ 4 EA 516.00 2,020.00 4,00 cer, MJ 4 EA 516.00 2,020.00 4,00 cer, MJ 4 EA 516.00 2,020.00 4,00 cer, MJ 4 EA 520.00 2,020.00 3,00 cer, MJ 5 EA 230.00 9,000.00 3,00 on Stop 31 EA 220.00 9,000.00 36.00 on Stop 31 EA 300.00 9,300.00 36.00 on Stop 31 EA 300.00 9,300.00 36.00 on Stop 4 EA 300.00 9,300.00 36.00 on Stop 4 EA 300.00 9,300.00 36.00 on Stop 4 <td>==</td> <td>4" 90° Bend, MJ</td> <td>9</td> <td>EA</td> <td>495.00</td> <td>2,970.00</td> <td>90.9</td> <td>2,970.00</td> <td></td> <td>2,970.00</td> <td>100%</td> <td></td>	==	4" 90° Bend, MJ	9	EA	495.00	2,970.00	90.9	2,970.00		2,970.00	100%	
Let ABT DO 687.00 687.00 687.00 100 cer, MU 1 EA 518.00 218.00 1.00 cer, MU 4 EA 518.00 2,020.00 4,00 cer, MU 3 EA 505.00 2,020.00 4,00 er, MU 3 EA 300.00 300.00 3,00 er 36 EA 230.00 8,000.00 3,00 non Stop 31 EA 230.00 3,00 3,00 non Stop 31 EA 230.00 3,00 3,00 non Stop 31 EA 300.00 3,00 3,00 3,00 3,00 3,00	12	8" 45° Bend, MJ	2	EA	613.00	1,226.00	2.00	1,226.00		1,226.00	100%	
cer, MJ 1 EA 518.00 518.00 100 cer, MJ 4 EA 518.00 2,020.00 1,00 cer, MJ 3 EA 300.00 2,000.00 3,00 e 35 EA 300.00 9,000.00 3,00 e 35 EA 250.00 9,000.00 36.00 Box (Install Only) 31 EA 250.00 9,000.00 36.00 Box (Install Only) 31 EA 250.00 9,000.00 36.00 Box (Install Only) 31 EA 250.00 9,000.00 36.00 and Box 5 EA 300.00 9,300.00 31.00 sex (Install Only) 31 EA 355.00 31.00 31.00 sex (Install Only) 31 EA 355.00 31.00 31.00 sex (Install Only) 31 EA 300.00 32.00 31.00 sex (Install Only) 31 420 EA 30.00 <td>13</td> <td>10" x 8" Reducer, MJ</td> <td>1</td> <td>EA</td> <td>687.00</td> <td></td> <td>1.00</td> <td>687.00</td> <td></td> <td>687.00</td> <td></td> <td></td>	13	10" x 8" Reducer, MJ	1	EA	687.00		1.00	687.00		687.00		
cer, MU 4 EA 905.00 2,020.00 4,00 sixting Water Main 7 EA 1,100 7,00 3,00 e 36 EA 1,121.00 7,847.00 7,00 en Stop 31 EA 1,20.00 9,000.00 36.00 en Stop 31 EA 250.00 9,000.00 36.00 Box (Intrall Chiy) 31 EA 250.00 9,000.00 36.00 Box (Intrall Chiy) 31 EA 175.00 9,000.00 36.00 Box (Intrall Chiy) 31 EA 250.00 9,000.00 31.00 Box (Intrall Chiy) 31 EA 355.00 1,775.00 5.00 Service (Intrall Chiy) 420 LF 26.00 1,296.00 1,296.00 Service (Intrall Chiy) 420 LF 26.00 1,296.00 1,296.00 Service (Intrall Chiy) 420 LF 26.00 1,296.00 1,296.00 Evenice (Intrall Chiy) 420<	14	8" x 6" Reducer, MJ	1	EA	518.00		1.00			518.00		
kickling Water Main 3 EA 300.00 300 3.00 kickling Water Main 7 EA 1,121.00 7,200.00 36.00 on Stop 36 EA 230.00 9,000.00 36.00 no Stop 31 EA 230.00 9,000.00 36.00 No Control Mater Service 31 EA 250.00 9,300.00 36.00 Land Box 31 EA 175.00 9,300.00 31.00 31.00 Land Box 5 EA 175.00 9,300.00 31.00 31.00 Land Box 5 EA 175.00 9,300.00 31.00 35.00 Land Box 42 250.00 1,300.00 35.00 35.00 35.00 Service (SDR 9) 110 57 13.00 14,30.00 110.00 35.00 Service (SDR 9) 110 57 13.00 13.00.00 35.00 10.00.00 13.00 35.00 13.00 13.00 35.00 13	12	8" x 4" Reducer, MJ	4	EA	205.00	2	4.00	2		2,020.00		
Singling Water Main 7 EA 1,121.00 7,497.00 7,00 Most Stop 36 EA 230.00 9,000.00 36.00 In Stop 31 EA 230.00 9,000.00 36.00 In Stop 31 EA 230.00 9,000.00 36.00 In Stop 31 EA 300.00 9,000.00 31.00 In Stop 31 EA 350.00 9,000.00 31.00 In Stop 42 25.00 1,750.00 5,00 31.00 Service (SDR 9) 42 26.00 1,296.00 4,20.00 36.00 Service Line 42 1,5 0 1,296.00 4,20.00 36.00 Service Line 43 EA 1,5 0 1,296.00 4,20.00 36.00 Pervice Line 41 57 1,3 1,430.00 110.00 36.00 110.00 110.00 110.00 110.00 110.00 110.00 110.00 110.00 <t< td=""><td>16</td><td>8" Plug, MJ</td><td></td><td>EA</td><td>300.00</td><td> </td><td>3.00</td><td></td><td></td><td>900:00</td><td>100%</td><td></td></t<>	16	8" Plug, MJ		EA	300.00		3.00			900:00	100%	
Part	17	Connect to Existing Water Main	7	EA	1,121.00		7.00			7,847.00	100%	
Box (Install Only)	13	8" x 1" Saddle	98	a	230.00	8,280.00	36.00	8,280.00		8,280.00	100%	
Box (Install Only) 31 EA 17500 5,100 and Box 5 EA 17500 3100 service (5DR 9) 1,296 EA 20.00 25,920.00 1,296.00 Service Line 420 F 26,900 1,296.00 2,500.00 1,296.00 Service Line 420 F 26,000 1,296.00 1,296.00 36.00 Service Line 420 F 1,500 1,296.00 1,296.00 36.00 Service Line 110 57 13.00 6,300.00 1,200.00 1,200.00 Pavement 110 57 13.00 5,000.00 1,100.00 1,500.00 Pavement 110 57 89.00 97.50 75.00 1,500.00 Revall 1300 57 87.00 1,300.00 1,300.00 1,300.00 Sidewalk 1 15 1,215.00 1,200.00 1,300.00 1,300.00 Removals and Abandonments 1 1 1,2	2	1 Corporation stop	8 2	5 5	30000		31.00	030000		0 300 00	1000	
Service (50R 9) 5 EA 355.00 1,775.00 5.00 Service (50R 9) 1,296 EA 20.00 25,920.00 1,296.00 Service Line 420 IF 26.00 1,296.00 420.00 Service Line 420 IF 26.00 1,296.00 420.00 Schridting Water Service 130 15 6,300.00 140.00 100.00 Pavement 110 5/7 13.00 1430.00 110.00 110.00 Pavement 75 5/7 13.00 975.00 130.00 130.00 Pavement 130 5/7 13.00 975.00 130.00 130.00 Pavement 130 5/7 87.0 87.00 5/2 75.00 Pavement 130 5/7 87.0 87.00 1300.00 1300.00 Sidewalk 1,30 5/7 8.00 1,300.00 1,300.00 1,300.00 Sidewalk 1,10 1,215.00 1,215.00	21	1" Curb Stop Box (Install Only)		5 2	175.00		31.00			5.425.00		'
Service (SDR 9) 1.296 EA 20.00 25,920.00 1,296.00 Service (SDR 9) 420 IF 26.00 1920.00 420.00 Service Line 36 EA 175.00 1920.00 420.00 Sindisting Water Service 36 EA 175.00 63.00.00 110.00 Pavement 110 57 89.00 97.90.00 110.00 Evaluation 75 57 13.00 975.00 75.00 Evaluation 75 57 87.00 57.00 75.00 Sideway 75 57 87.00 57.00 75.00 Sideway 1300 57 87.00 1300.00 75.00 Removals 1,300 57 80.00 1,300.00 1,300.00 Removals 1 L 1,215.00 1,200.00 1,000.00 And Abandonments 1 L 1,215.00 1,215.00 1,000.00 Antifice Control Measures 1 L	22	1" Curb Stop and Box	2	EA	355.00		2:00			1,775.00		
Service Line 420 LF 26.00 10,920.00 420.00 Sisting Water Service 36 EA 175.00 6,300.00 36.00 Interest 110 5Y 13.00 1,430.00 110.00 Pavement 110 5Y 89.00 97.90.00 110.00 Driveway 75 5Y 13.00 975.00 75.00 Driveway 75 5Y 87.00 50.00 75.00 Sidewalk 1,300 5F 2.00 2,600.00 1,300.00 Sidewalk 1,300 5F 8.00 1,300.00 1,300.00 Removale and Abandonments 1 LS 1,000.00 1,000.00 1,00 Removale and Abandonments 1 LS 1,000.00 1,000.00 1,00 Indific Control Measures 1 LS 1,215.00 1,215.00 1,00 Individual Measures 1 LS 380,486.00 4.00 1,00 Individual Measures 1	23	1" PE Water Service (SDR 9)	1,296	EA	20.00	25,920.00	1,296.00	25,920.00		25,920.00	100%	
sisting Water Service 36 EA 175.00 6,300.00 36.00 ement 110 57 13.00 1,430.00 110.00 Eval 110 57 83.00 975.00 110.00 Eval 75 57 13.00 975.00 75.00 Driveway 75 57 87.00 6,515.00 75.00 Driveway 75 57 87.00 1,300.00 1,300.00 Sidewalk 1,300 5F 2.00 2,600.00 1,300.00 Sidewalk 1,300 5F 8.00 1,000.00 1,300.00 Removals and Abandonments 1 15 1,000.00 1,000.00 1,000.00 Removals and Abandonments 1 15 1,115.00 1,000.00 1,000.00 Individual Abandonments 1 15 1,215.00 1,215.00 1,000.00 Individual Abandonments 1 1 15 3,34,460 4,00 Individual Abandonments 1	24	Bore Water Service Line	420	- II	26.00	10,920.00	420.00	10,920.00		10,920.00	100%	•
ennent 110 SY 13.00 1430.00 110.00 Pavement 110 SY 89.00 9,790.00 110.00 Driveway 75 SY 89.00 9,790.00 110.00 Driveway 75 SY 87.00 55.00 75.00 Driveway 75 SY 87.00 130.00 75.00 Sidewalik 1,300 SF 2.00 2,600.00 1,300.00 Sidewalik 1,300 SF 8.00 10,400.00 1,300.00 Removals and Abandonments 1 LS 1,000.00 1,000.00 1,000.00 Infill, Control Measures 1 LS 1,215.00 1,215.00 1,00 Infill, Control Measures 1 LS 1,215.00 1,215.00 1,00 Infill, Control Measures 1 LS 1,215.00 1,215.00 1,00 Infill, Control Measures 1 LS 380,566.00 4.00 1,00	25	Connect to Existing Water Service	36	EA	175.00	6,300.00	36.00			6,300.00	100%	
Pavement 110 SY 89.00 9,790.00 110.00 Pavemay 75 SY 813.00 975.00 75.00 Driveway 75 SY 813.00 875.00 75.00 Drivewalk 1,300 SF 8.00 10,400.00 1,300.00 Sidewalk 8emovals and Abandonment 1 LS 1,000.00 1,000.00 Traffic Control Measures 1 LS 1,215.00 1,215.00 1,000.00 Traffic Control Measures 1 LS 1,215.00 1,000.00 Traffic Control Measures 1 LS 1,215.00 1,215.00 1,000.00 Traffic Control Measures 1 LS 1,215.00 Traffi	56	Remove Pavement	110	SY	13.00	1,430.00	110.00			1,430.00	100%	•
eway 75 57 13.00 975.00 75.00 Divewary 75 57 87.00 6528.00 75.00 crete Sidewalk 1,300 5F 2.00 2,600.00 1,300.00 Sidewalk 1 15 0.400.00 1,300.00 1,300.00 Removals and Abandonments 1 15 1,000.00 1,000.00 1,000 Removals and Abandonments 1 15 1,215.00 1,000.00 1,00 raffic Control Measures 1 15 1,215.00 1,215.00 1,00 ant Aszembly 4 EA 9,874.00 5 39,496.00 4,00 ant Aszembly 0 0 0 4,00 4,00 4,00	27	7" Concrete Pavement	110	NS.	89.00	9,790.00	110.00	9,790.00		9,790.00	100%	•
Driveway 75 SY 87.00 6,525.00 75.00 crete Sidewalk 1,300 SF 2.00 2,600.00 1,300.00 Sidewalk 1,300 SF 8.00 10,400.00 1,300.00 Removals and Abandonments 1 LS 1,000.00 1,000.00 1,000.00 Inflic Control Measures 1 LS 1,215.00 1,215.00 1,00 ant Assembly 4 EA 9,874.00 \$ 38,496.00 4.00	28	Remove driveway	75	SY	13.00	975.00	75.00	975.00		975.00	100%	
crete Sidewalk 1,300 SF 2.00 2,600.00 1,300.00 Sidewalk 1,300 SF 8.00 10,400.00 1,300.00 Removale and Abandonments 1 LS 1,000.00 1,000.00 1,000.00 Inditional Measures 1 LS 1,215.00 1,000.00 1,00 ant Azzembly 4 EA 9,674.00 \$ 384,966.00 4,00	53	5" Concrete Driveway	75	NS.	87.00	6,525.00	75.00	6,525.00		6,525.00	100%	
Sidewalk 1,300 SF 8.00 10,400.00 1,300.00 Removals and Abandonments 1 LS 1,000.00 1,000.00 1,000 Indiffic Control Measures 1 LS 1,215.00 1,000 1,00 ant Azzembly 4 EA 9,674.00 \$ 38,496.00 4,00 Ant Azzembly Antiplied Contract Totals \$ 380,586.00 4,00	30	Remove Concrete Sidewalk	1,300	SF	2.00	2,600.00	1,300.00	2,600.00		2,600.00	100%	
Removals and Abandonments 1 LS 1,000.00 1,000 1,00 inaffic Control Measures 1 LS 1,215.00 1,215.00 1,00 ant Assembly 4 EA 9,674.00 \$ 38,486.00 4,00	31	4" Concrete Sidewalk	1,300	₹	3.00	10,400.00	1,300.00	10,400.00		10,400.00	100%	
raffic Control Measures 1 LS 1,215.00 1,215.00 1.00 ant Aszembly 4 EA 9,874.00 \$ 39,496.00 4,00 original Contract Totals \$ 380,586.00 4,00	32	Water Main Removals and Abandonments	1	SI	1,000.00	1,000.00	1.00			1,000.00		
A EA 9,874.00 \$ 39,496.00 4.00 Original Contract Totals \$ 380,566.00	8	Temporary Traffic Control Measures	1	S	1,215.00	1,215.00	1.00			1,215.00	100%	
6 Fire Hydrant Assembly 4 EA 9,8/4.00 5 39,986.00 4.00 Original Contract Totals \$ 380,566.00	Group B	Fire Hydrants										
380,566.00	-	6" Fire Hydrant Assembly	4	EA	9,874.00		4.00	39,496.00		39,496.00	100% 5	
				Origin	I Contract Totals			380,566.00		\$ 380,566.00		

11/18/25

Application Date:

11/12/25

2

11/01/25

From

Application Period:

2 & Final

Application No.:

00-1

City of David City

JEO Consulting Group, Inc.

JEO Consulting Group, Inc.

Mulpian Construction, Inc.

2025 Water Main Improvements: North 7th Street from J Street to O Street

2025 Water Main Improvements: North 7th Street from J Street to O Street

Progress Estimate - Unit Price Work

Contractor's Application for Payment

231471.00

Owner's Project No.: Engineer's Project No.: Contractor's Project No.: Balance to Finish

% of Value of Item (I / F) (%)

(F. J)

>			L				L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	IJ		
Work Completed and Materials	Stored to Date (H+I)		(18.749.00)		•	•													ľ		•	(18 749 00)	П		\$ 361,817.00
	Stored (not in G)	(2)																							
Value of Work	Completed to Date (E.X.G)		(18.749.00)	-	•	•		•						•								(18.749.00)	П		\$ 361,817.00 \$
Estimated	.5	45	1.00																						
	Value of Bid Item (C.X.E)	(A)	(18.749.00)			-		•														\$ (18.749.00)		Original Contract and Change Orders	\$ 361,817.00
	Unit Price	1	(18.749.00)																			Change Order Totals		Original Contract	Project Totals
The state of the s	4		2																			9			
	Hern Orentity	The state of the s	1																						
	Description	in the second																							

100% \$

100%

CERTIFICATE OF SUBSTANTIAL COMPLETION

	Owner: Engineer: Contractor: Project: Contract Name:		ng Gro structio Main Ir	• •		Projec 's Proj From	t No.: ect No.: J Street to	
	This Preliminary	☑ Final Certif	ficate o	f Substantial Comple	etion applie	s to:		
		The following	specifi	ed portions of the W	ork:			
	All Groups							
	Date of Substantial	Completion: 1	1.03.2	025				
	Contractor, and Eng the Work or portion Contract pertaining	gineer, and fou n thereof desig g to Substantia pletion marks	und to gnated I Comp the cor	es has been inspecte be substantially com above is hereby esta detion. The date of S mmencement of the ontract.	plete. The I ablished, su ubstantial (Date o bject t Comple	f Substanti to the provi etion in the	al Completion of isions of the e final Certificate
	inclusive, and the fa	ailure to includ	de any i	corrected is attache items on such list do rdance with the Con	es not alter	the re	esponsibilit	_
				ties recorded in this e Paragraph 15.03.D				oduct of mutual
	_	and warrantie	s upon	Contractor for secu Owner's use or occu ows:				
	Amendments to Ov	wner's Respons	sibilitie	s: 🛛 None 🗌 As fol	lows:			
	Amendments to Co	ntractor's Res	ponsib	ilities: 🛭 None 🗆 A	s follows:			
	The following docu	ments are atta	ched t	o and made a part o	f this Certifi	icate:		
	Punchlist							
		it a release of (cceptance of Work n ctor's obligation to c				
	EXECUTED BY EN	GINEER:		RECEIVED:			RE(CEIVED:
В	y: Elian ky, f. (Authorized'si	120	Ву:	General Pull- Owner (Authorized S		By:	adam Euty	ಗುನ F(Authorized Signature)
T	itle: Project Manage	er	Title:	Mayor		Title:	Vice Presid	dent
D	Pate: 12/3/2025		Date:	12/17/2025		Date:	12/3/2025	



7th Street Water Main Punch List Document – Final Completion

DATE | 11/3/2025 PROJECT | 7th Street Water Main JEO PROJECT NO. | 231471.00 LOCATION | David City, NE OWNER | City of David City, NE CONTRACTOR | Rutjens Construction

General Punch List Items:

- 1) All hydrants to have at least 1" clearance from final grade
- 2) All gate valves in pavement to be flush with final grade
- 3) All curb stops to be flush with final grade
- 4) Complete tracer wire testing
- 5) Removal and replacement of sidewalks at J and 7th St intersection
- 6) Replace demolish mailbox at 1041 7th St
- 7) Abandon 2" main at O St
- 8) Complete fine grading in preparation for seeding
- 9) Get all subgrade under pavement tested
- 10) Pour removed pavement in all necessary areas include rebar dowels into existing
- 11) Remove existing hydrants
- 12) Install storz connections on hydrants

Punch List Items Completed:

Brady Benson
ENGINEER
11/12/25
Date

Council Member Kevin Woita made a motion to approve Pay Application No. 10 (Final) to Municipal Pipe Tool Company in the amount of \$11,407.27 for the South Area Sewer Rehabilitation. 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.



VEENSTRA & KIMM INC.

6775 Vista Drive West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000

December 9, 2025

Lori Matchett Deputy City Clerk City of David City 1220 E Street David City, NE 68632

CITY OF DAVID CITY, NEBRASKA SOUTH AREA SEWER REHABILITATION PARTIAL PAYMENT NO. 10 (FINAL) CERTIFICATE OF COMPLETION

Enclosed are three copies of Partial Payment No. 10 (Final) for work completed on the South Area Sewer Rehabilitation project for the period October 4, 2025, to December 8, 2025, under the contract between the City of David City and Municipal Pipe Tool Company dated December 9, 2025. We have checked the pay request and recommend payment to Municipal Pipe Tool Company in the amount of \$11,407.27.

The original contract amount for the project was \$667,383.15. The final contract amount for the project is \$632,682.73 or \$34,700.40 below the original contract amount.

Upon approval of Partial Payment No. 10 (Final), please sign all copies of Partial Payment No. 10 (Final) in the space provided. Return one executed copy of the pay request to our office and one executed copy to Municipal Pipe Tool Company with payment.

Also enclosed are three copies of the Certificate of Completion for the project. Upon final acceptance of the project by the City Council, please execute each copy of the Certificate of Completion in the space provided. Return one executed copy to our office and one copy to Municipal Pipe Tool Company. The final retainage amount of \$63,268.27 should be paid 30 days after final acceptance of the project.

If you have any questions or comments, please contact us at 515-225-8000

VEENSTRA & KIMM, INC.

Randy Johnson, P.E.

6476

Enclosures



VEENSTRA & KIMM INC. 6775 Vista Drive West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000 www.v-k.net

ESTIMATE OF CONSTRUCTION COMPLETED PARTIAL PAYMENT NO. 10 (FINAL)

PROJECT TITLE: South Area Sewer Rehabilitation

	or: Municipal Pipe Tool Company		\$557 303 45		Date	: December !	, 2025
_	Contract Amount:		\$667,383.15				
Pay Perio	d: October 4, 2025 to December 8, 2025	DID INC					
		BID ITE	MS	QUANTITY			VALUE
			ESTIMATED	AUTHORIZED	COMPLETED		COMPLETED
ITEM NO.	DESCRIPTION	UNIT	(ORIG. CONT.)	(INCL. C.O.'S)	TO DATE	UNIT PRICE	TO DATE
1.1	Mobilization	L5	1.00	1.10	1.10	\$39,917.50	\$43,90
1.2	Traffic Control	LS.	1.00	1.00	1.00	\$8,912.40	\$8,91
1.3	Surface Restoration	L5	1.00	1.00	1.00	\$8,610.00	\$8,61
1.4	PCC Pavement	SY	100.00	100.00	56.22	\$100.80	\$5,66
1.5	HMA Pavement	SY	100.00	36.00	0,00	\$100.80	5
1.6	PCC Sidewalk	21,	100.00	100.00	0.00	\$94.50	5
1.7	Remove and Replace 8" Sewer	LF	110.00	110.00	131.00	\$47.25	\$6,18
1.5	5" Sanitary Sewer Televising	LF	4,165.00	3,924.30	3,833.70	\$1.00	\$3,83
1.9	8" Senitary Sewer Cleaning	LF	4,165.00	3,924.30	3,833.70	\$2.00	\$7,66
1.10	8" Sanitary Sewer Cured-in-Place Pipe	LF	4,165.00	3,924.30	3,833.70	\$34.00	\$130,34
1.11	10" Sanitary Sewer Televising	LF	2,395.00	2,806.90	2,785.40	\$1.00	52,78
1.12	10" Sanitary Sewer Cleaning	LF	2,395.00	2,806.90	2,785.40	\$2.00	\$5,57
1.13	10" Sanitary Sewer Cured-in-Place Pipe	LF	2,395.00	2,386.90	2,363.60	\$39.00	\$92,18
1.14	12" Senitary Senier Televising	LF	2,685.00	2,636.40	2,631.80	\$1.00	\$2,63
1.15	12" Sanitary Sewer Cleaning	LF	2,685.00	2,636.40	2,631.80	\$3.00	\$7,89
1.16	12" Sanitary Sewer Cured-In-Place Pipe	LF.	2,685.00	1,358.40	1,402.20	\$42.00	\$58,81
1.17	18" Sanitary Senier Televising	LF	1,013.00	617.30	613.10	\$1.00	\$6:
1.18	18" Sanitary Sewer Cleaning	LF	1,013.00	617.30	613.10	\$4.00	\$2,45
1.20	18" Sanitary Sewer Cured-in-Place Pipe	LF	1,013.00	617.30	613.10	\$74.00	\$45,36
1.21	Point Repair No. 1	EA	1.00	0.00	0.00	\$3,528.00	
1.22	Point Repair No. 2	EA	1.00	0.00	0.00	\$3,528.00	
1.23	Point Repair No. 3	EA	1.00	0.00	0.00	\$3,528.00	
1.24	Point Repair No. 4	EA	1.00	0.00	0.00	\$3,024.00	
1.25	Point Repair No. 5	EA	1.00	1.00	1.00	\$3,391.50	\$3,31
1.26	Point Repair No. 6	EA	1.00	0.00	0.00	\$10,185.00	
1.27	Point Repair No. 7	EA	1.00	0.00	0.00	\$12,731.25	
1.28	Point Repair No. 8	EA	1.00	0.00	0.00	\$3,024.00	
1.29	Point Repair No. 9	EA	1.00	0.00	0.00	\$3,024.00	
1.30	Heavy Cleaning / Root Cutting	LF	2,696.00	2,696.00	1,154.00	\$5.00	\$5,77
1.31	Reinstate Service Connection	EA	103.00	90.00	98.00	\$90.00	\$8,83
1.32	Grout Service Connection	EA	103.00	72.00	101.00	\$450.00	\$45,45
1.33	Trim Protruding Service, Clay or PVC	EA	5.00	5.00	2.00	\$368.00	\$77
001 1.33	Manhole, 48° Dia	EA	0.00	1.00	1.00	\$14,610.00	\$14,6
CD1 2.1	PCC Pavement	SY	0.00	50.00	126.00	\$100.80	\$12,70
CO1 2.2	Hot Mix Asphalt	SY	0.00	125.00	0.00	\$117.60	
CO1 2.3	5" Sanitary Sewer Televising	LF	0.00	923.00	936.00	\$1.00	\$90
CD1 2.4	B" Sanitary Sewer Cleaning	UF	0.00	923.00	936.00	\$2.00	\$1,83
001 2.5	8" Sanitary Sewer Cured-in-Place Pipe	LF	0.00	923.00	936.00	\$36.00	\$33,68
001 2.6	Point Repair No. 10	EA	0.00	1.00	1.00	\$8,531.25	\$8,5
001 2.7	Point Repair No. 11	EA	00.0	0.00	0.00	\$8,531.25	
001 2.8	Point Repair No. 12	EA	0.00	0.00	0.00	\$8,531.25	
001 2.9	Heavy Cleaning / Root Cutting	LF	0.00	488.00	0.00	\$5.00	
D1 2.10	Reinstate Service Connection	EA	0.00	21.00	16.00	\$90.00	\$1,44
	Grout Service Connection	EA	0.00	21.00	12.00	\$500.00	\$6,00
	Trim Protruding Service, Clay or PVC	EA.	0.00	2.00	0.00	\$368.00	1
	Compaction and PCC Testing	LS	0.00	1.00	1.00	\$2,000.00	\$2,00
	Point Repair No. 11 Add Manhole	EA.	0.00	1.00	1.00	\$17,275.50	\$17,2
	Point Repair No. 12 Add Manhole	EA.	0.00	1.00	1/00	\$19,195.00	\$19,1
	Chain Link Fence	LF.	0.00	0.00	0.00	\$37.90	
	Chain Link Fence, Full Replacement	LF	0.00	610.00	610.00	\$27.43	\$16,73
H ESS		AND STREET	2 5 C T T T T T	SF/16 AN / AND	PER MORN	STANCE SE	DOM: NO.
- Charles	CONTRACTOR OF THE PROPERTY OF		THE RESERVE AND ADDRESS OF THE PARTY OF THE	A STATE OF THE STA	The Real Property lies and the	and the last	The Party of the P

	MATERIALS STOP	RED SUMMAR	RY		
ltem No.	Description	Unit	Quantity	Unit Price	Extended Cos
1	Order No. S100048526.001 Sanitary Sewer Pipe	LS	0	\$2,040.76	\$0.0
	(Item No. 1 is 100% Paid in Unit Price Items)				
		- - 			
				aterials Stored	\$0.

6476 Page 2 of 3

			SUMMARY		
				Original Contract	Total Completed
AND THE PARTY OF THE PARTY.	C. Survey College College	CHARLES AN ALEXA	Bid Item Subtotal	\$667,383.15	\$632,682.7
		A.C.	ADDOVED CHANGE OPDERS		
Change Order No.		Description	PPROVED CHANGE ORDERS	Total Approved	Total Completed
1	Add and remove base	bid item and Add	d Alternate 1 quantities. Item changes	Total Approved	rotal completed
	included in bid items.			-\$11,667.70	\$0.
2	2.7, 2.8, 2.13 and 2.14		es included in bid items 1.13, 1.35,	\$5,028.00	\$0.
			tial replacement of chain link fence.	\$3,020.00	30.
3	Item changes included			-\$7,985.75	\$0.
_			nk fence. Add full replacement of		
	chain link fence at low	ver unit price. Iter	m changes included in bid items	\$8,962.80	\$0
6				\$0.00	\$0 \$0
7				\$0.00	\$0
8				\$0.00	\$0
			Total Change Orders	-\$5,662.65	\$0
		SHOW ASSET COL		Total Approved	Total Completed
			Revised Contract Price	\$661,720.50	\$632,682
				STATE OF THE PARTY	Tatal Campleted
				Total Materials Stored	Total Completed \$0
			Total Comple	ted Plus Materials Stored	\$632,682
			Total Comple	Retainage (10%)	
			To		\$63,268
		10/2003 S 27/655		tal Earned Less Retainage	\$569,414
			ROVED PARTIAL PAYMENTS		
Partial Payment No.	April 1 20244 - April 1	Peri	iod	Total Approved	
2	April 1, 2024 to April 2 April 26, 2024 to July 3			\$45,845.59 \$216,338.13	
3	July 31, 2024 to Augus			\$17,543.70	
4	August 12, 2024 to Se		4	\$11,281.95	COUNT SALAR
5	September 25, 2024 to			\$9,855.64	SHOUSES WINE
6	December 3, 2024 to 1		24	\$774.90	STOLEN SERVICE
7 8	December 19, 2024 to May 22, 2025 to July 2			\$55,759.55 \$185,548.66	
9	July 25, 2025 to Octob			\$15,059.07	
10		,		\$0.00	
			1	otal Previously Approved	\$558,007.
PARTY CANADA	THE RESIDENCE PROPERTY.	MEDICAL AND ALVANDA		ount Due This Demuses	£11.407
N Ti				ount Due This Request	\$11,407
Note: The amoun Note: The amoun			approval for payment in accordance mended for approval for payment 3		
	2757405 28472	CONTRACT	SUMMARY		
		235	ONTRACT AMOUNT		\$667,383
		0.016	RACT AMOUNT		\$632,682
		THIS PARTIAL			\$11,407
		989	IAL PAYMENTS INCL THIS PAYMENT		\$569,414
		2018	NAGE - TO BE PAID 30 DAYS AFTER FINA	I ACCEPTANCE	\$63,268
		PERCENT COI		T MOSEL I MINGE	303,208.
		TERCEIVI CO	SACHING HIS SAME AND AND SAME AND		100.
ommended By:		Contractor:		Approved:	
nstra & Kimm, Inc.	3	Municipal P	ipe Tool Company	City of David City	A.
nature Kano	Volson	Signature	Matt Boggs	Signature Junio	mlli
Name Randy John	nson	Name	Matt Boggs	Name Jessica Miller	
Name Namuy John					
Title Project En	gineer	Title	Project Manager	Title Mayor	

6476 Page 3 of 3

CERTIFICATE OF COMPLETION

SOUTH AREA SEWER REHABILITATION DAVID CITY, NEBRASKA

Veenstra & Kimm, Inc. hereby certifies that we have made an on-site review of the completed construction of the South Area Sewer Rehabilitation project under the Contract as performed by Municipal Pipe Tool Company, LLC. of Hudson, Iowa and the date of completion is hereby established as December 8, 2025.

As Engineers for the project, it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is \$632,682.73.

Filed by: VEENSTRA & KIMM, INC.	Accepted by: CITY OF DAVID CITY
By Ranof John	By Jimis Mil
Title Project Engineer	
Date Certificate Filed:	Date Accepted:
12/9/2025	12-10-25

Mayor Jessica Miller opened the Public Hearing at 7:48 p.m. concerning an Existing Community Development Block Grant Tourism Development (CDBG-TD) Project benefiting the Bone Creek Art Museum.

Andrew Allen of Southeast Nebraska Development District (SENDD) introduced himself. Andrew Allen read to the council the following Public Hearing notice:



P.O. Box 191 490 E Street David City, NE 68632 Phone: (402) 367-3135 FAX: (402) 367-3125 Website: www.davidcityne.com

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, December 10, 2025, at or soon after 7:00 P.M.** at the City Hall, 490 E Street, David City, NE 68632, the City of David City will hold a public hearing concerning an existing Community Development Block Grant Tourism Development (CDBG-TD) project benefitting the Bone Creek Art Museum.

The City of David City received \$433,000 in CDBG funds for renovation to the Ford Building - Bone Creek Museum of Agrarian Art located at 312 N 5th St, David City, Nebraska, including improving ADA accessibility and related improvements to the newly acquired Bone Creek Museum facility for low- to moderate-income elderly persons and people with disabilities. CDBG funds were used on the following activities: #03E Neighborhood Facilities \$400,000; #03E Construction Management \$8,000; and #21A General Administration \$25,000 for a total of \$433,000. The total project construction cost was \$633,428.19, of which \$433,000 was funded by CDBG dollars. The City of David City provided the remaining costs of the project totaling \$200,428.19. The project satisfied the national objective for Limited Clientele Activities (LMC).

All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding this project. Written and oral testimony will also be accepted at the public hearing scheduled for 7 p.m., Wednesday, December 10, 2025 at the City Hall located at 490 E Street, David City, NE 68632. Written comments addressed to Raiko Martinez at 490 E Street will be accepted if received on or before Friday, December 5, 2025.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact Raiko Martinez at 490 E Street or (402) 367-3135 no later than Friday, December 5, 2025. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that a 3-day notice is received by the City of David City.

Mayor Jessica Miller asked the public if they had any questions or comments to make about the public hearing, hearing no comments, the Public Hearing was closed at 7:50 p.m.

Council Member Keith Marvin made a motion to approve the Community Development Block Grant Tourism Development (CDBG-TD) project benefiting the Bone Creek Art Museum as being satisfied by the National Objective for Limited Clientele Activities (LMC). 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.

After the November 12, 2025, City Council meeting, Staff and our City Attorney discussed the Backhoe and the proper way to handle getting a new backhoe and having the used backhoe as trade-in. It was determined to follow procedures and protocol set for in the Municipal Code Book to go out for bids to get the best options for a new Backhoe with trade-in of the used Backhoe.

Council Member Bruce Meysenburg made a motion to approve advertising for bids for a new Backhoe with trade-in of the used Case 580SN Backhoe. 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.

Council Member Keith Marvin introduced Ordinance No. 1522 updating the Electric Rates. Mayor Jessica Miller read Ordinance No. 1522 by title.

Council Member Keith Marvin made a motion to suspend the statutory rule requiring an Ordinance to be read on three separate days. 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.

Council Member Keith Marvin made a motion to pass and approve Ordinance No. 1522 updating the Electric Rates. 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.

ORDINANCE NO. 1522

AN ORDINANCE RELATING TO ELECTRIC SERVICE RATES AND MINIMUM CHARGES, TO PROVIDE NEW SCHEDULES OF ELECTRIC RATES, TO REPEAL ALL PARTS OF THE CODE, RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE WHEN THE ORDINANCE SHALL TAKE EFFECT; AND TO PROVIDE FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

Section 1. New Schedules. Relating to electric service and minimum charges, to provide a schedule of electric rates, minimum charges, and customer service charges; to distinguish residential rates, commercial rates, industrial rates, off-peak industrial rates, and irrigation rates; to set availability rating; to provide and establish the following tariff of rates to consumers of electric service from the electric distribution system of the City of David City, Nebraska.

A. Residential Service

Availability. To any residential customer in the established service area of David City.

<u>Applicability</u>. To single family residences and individually metered apartments for all domestic purposes when all service is supplied through a single meter. It is not applicable to residences where a commercial enterprise is conducted.

Character of Service. AC 60 Hertz, single phase 120 volt, 2 wire or 120/240 volts, 3 wire.

Rate. Subject to application of Production Cost Adjustment (PCA).

Rate Effective October 19, 2019 Customer Service Charge - \$18.00 per month (or partial month)

<u>Summer</u>	<u>Winter</u>	
\$0.1125	\$0.110 0	First 500 kWh, per kWh
\$0.1000	\$0.0900	Next 500 kWh, per kWh
\$0.0950	\$0.0790	Excess, per kWh

Minimum Bill. The minimum bill shall be the sum of the Customer Charge.

B. Residential Summer Controls

<u>Applicability</u>. To residential consumers who have allowed the Utility Department to install, and operate, such devices as would be required to cycle central air conditioning units during periods of peak electrical demand and imposed upon the electrical system. Window air conditioning units, on a separate electric circuit, can be included in this rate.

Rate. Subject to application of Production Cost Adjustment (PCA).

Rate Effective October 19, 2019 Customer Service Charge - \$18.00 per month (or partial month)

<u>Summer</u>	<u>Winter</u>	
\$0.1125	\$0.110 0	First 500 kWh, per kWh
\$0.0925	\$0.0900	Next 500 kWh, per kWh
\$0.0875	\$0.0790	Excess, per kWh

Minimum Bill. The minimum bill shall be the sum of the Customer Charge.

C. Street Light / Alley Light Rentals

Availability. To customers in the established service area of David City.

<u>Applicability</u>. To any residential or commercial customer who has an alley light or a *requested* street light that is not individually metered. It is not applicable to residences or businesses where the City has installed a street light for the City's convenience.

Rate. Subject to application of Production Cost Adjustment (PCA).

Rate Effective October 19, 2019

Customer Service Charge - \$6.64 per fixture per month (or partial month)

Some customers will share the cost of one fixture.

D. Commercial Service

Availability. To any non-residential customer in the established service area of David City.

<u>Applicability</u>. To any non-residential customer for lighting, heating and power purposes where the customer's billing demand does not exceed 35 kW or 10,000 kWh for three (3) consecutive months.

<u>Character of Service</u>. AC 60 Hertz, single phase or three phase at any of the City's standard voltages.

Rate. Subject to application of Production Cost Adjustment (PCA).

Single Phase Rate Effective October 19, 2019
Customer Service Charge - \$28.00 per month (or partial month)

<u>Summer</u>	<u>Winter</u>	
\$0.1200	\$0.117 5	First 1,000 kWh, per kWh
\$0.0950	\$0.0925	Next 1,000 kWh, per kWh
\$0.0925	\$0.0800	Excess, per kWh

Three Phase Rate Effective October 19, 2019
Customer Service Charge - \$37.00 per month (or partial month)

<u>Summer</u>	<u>Winter</u>	
\$0.1200	\$0.120 0	First 1,000 kWh, per kWh
\$0.1075	\$0.0975	Next 1,000 kWh, per kWh
\$0.0975	\$0.0800	Excess, per kWh

Minimum Bill. The minimum bill shall be the sum of the Customer Charge or \$2.20 per month per horsepower for the first 10 horsepower and \$1.26 per horsepower of connected load thereafter, whichever is the highest.

<u>Power Factor Adjustment</u>. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% leading or lagging at all times. If it is determined by test or metering that the power factor at the time of the customer's peak load is less than 90%, the Utility Department, at its option, may correct the power factor of the customer's load at the expense of the customer.

E. Industrial Service

Availability. To any non-residential customer in the established service area of David City.

<u>Applicability</u>. To any customer whose monthly consumption equals or exceeds 10,000 kWh or whose monthly peak demand equals or exceeds 35 kW for three (3) consecutive months.

<u>Character of Service</u>. AC 60 Hertz, single phase or three phase at any of the City's standard voltages.

Rate. Subject to application of Production Cost Adjustment (PCA).

Rate Effective October 19, 2019
Customer Service Charge - \$75.00 per month (or partial month)

Demand Charge

Summer \$24.00 per kW of maximum billing demand Winter \$18.00 per kW of maximum billing demand

Energy Charge

Summer \$0.0520 per kWh used Winter \$0.0485 per kWh used

<u>Minimum Bill.</u> The minimum bill shall be the Customer Charge or the billing Demand Charge, whichever is greater.

<u>Determination of Billing Demand</u>. The maximum demand for any billing period shall be the larger of (1) the highest integrated kilowatt load registered on the meter during any 30 minute period occurring in the billing period or (2) 54% of the highest kilowatt average demand registered on the meter during the preceding months of May 20th thru September 19th.

<u>Power Factor Adjustment</u>. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% leading or lagging at all times. If it is determined by test or metering that the power factor at the time of the customer's peak load is less than 90%, the Utility Department will adjust the monthly billing demand by the ratio of 0.90 divided by the power factor (expressed as a decimal) at the time of the customer's maximum hourly usage.

<u>Fluctuating Loads</u>. Customers operating equipment having a highly fluctuating or large instantaneous demand, such as welders and x-ray machines, shall be required to isolate these loads from the balance of the electric system if they unduly interfere with service on the lines. The customer shall be required to pay all non-betterment costs for corrective equipment to eliminate the interference.

F. Off-Peak Industrial Service

Availability. To any non-residential customer in the established service area of David City.

<u>Applicability</u>. To any customer whose monthly consumption equals or exceeds 10,000 kWh or whose monthly peak demand equals or exceeds 35 kW for three (3) consecutive months and whose peak demand during the winter season exceeds the peak demand experienced during the preceding summer season.

<u>Character of Service</u>. AC 60 Hertz, single phase or three phase at any of the City's standard voltages.

Rate. Subject to application of Production Cost Adjustment (PCA).

Rate Effective October 19, 2019
Customer Service Charge - \$75.00 per month (or partial month)

Demand Charge

Summer \$23.00 per kW of maximum billing demand Winter \$13.00 per kW of maximum billing demand

Energy Charge

Summer \$0.0520 per kWh used Winter \$0.0485 per kWh used

<u>Minimum Bill</u>. The minimum bill shall be the Customer Charge or the billing Demand Charge, whichever is greater.

<u>Determination of Billing Demand</u>. The maximum demand for any billing period shall be the larger of (1) the highest integrated kilowatt load registered on the meter during any 30-minute period occurring in the billing period or (2) 54% of the highest kilowatt average demand registered on the meter during the preceding months of June, July, August or September.

<u>Power Factor Adjustment</u>. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% leading or lagging at all times. If it is determined by test or metering that the power factor at the time of the customer's peak load is less than 90%, the Utility Department will adjust the monthly billing demand by the ratio of 0.90 divided by the power factor (expressed as a decimal) at the time of the customer's maximum hourly usage.

<u>Fluctuating Loads</u>. Customers operating equipment having a highly fluctuating or large instantaneous demand, such as welders and x-ray machines, shall be required to isolate these loads from the balance of the electric system if they unduly interfere with service on the lines. The customer shall be required to pay all non-betterment costs for corrective equipment to eliminate the interference.

G. Irrigation Service

Availability. To irrigation customers in the established service area of David City.

Applicability. Off-Peak: During the irrigation season, the Utility may interrupt pump service during peak hours. Peak hours shall be those hours designated as "on-peak" by Nebraska Public Power District and are typically between 8:00 a.m. and 10:00 p.m. Central Daylight Savings Time, Monday through Saturday, excluding holidays and up to four (4) hours on Sunday. The City, at their sole discretion, may change the period of interruptible hours.

Rate.

Rate Effective October 19, 2019: On-Peak Irrigation (Firm) \$58.00 per HP connected per year. Energy consumed shall be billed at the rate of \$0.0800 per kWh per month, payable as used.

Rate Effective October 19, 2019: Off-Peak Irrigation (Non-Firm) \$25.00 per HP connected per year. Energy consumed shall be billed at the rate of \$0.0600 per kWh per month, payable as used.

Minimum Bill. The minimum bill shall be the Horsepower Charge.

<u>Determination of Connected Load</u>. The connected load in horsepower shall be taken from the name plates of the motors or from an actual measurement of horsepower input to the motor, or motors, operating under maximum load conditions. The City reserves the right at any time to check the customer's load for recalculation of the connected load.

<u>Terms of Payment</u>. The total Horsepower Charge shall be billed on approximately April 25th of each year and total amount payable upon receipt. It shall become due the first day of May each year and become delinquent at 5:00 p.m. on the 10th day of May. A 10% penalty is imposed on all delinquent bills.

Bills for the kWh usage are mailed on approximately the 25th day of each month and are payable upon receipt. They become due the 1st day of each month and become delinquent at 5:00 p.m. on the 10th day of each month. A 10% penalty is imposed on all delinquent bills.

<u>Power Factor Adjustment</u>. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% whether leading or lagging at all times. Power factor adjustments will be made in the horsepower billing, when the power factor, as determined by test, at the time of the maximum use is less than 90%. The measured maximum horsepower will be multiplied by 90% and divided by the customer's power factor expressed in percent.

<u>Fluctuating Loads</u>. Customers operating equipment having a highly fluctuating or large instantaneous demand, such as welders and x-ray machines, will be charged \$1.78 per month per KVA of such nameplate rating of such equipment or other equipment for energy used, and such charges will be in addition to the bill determined by the kilowatt-hours recorded by the meter and billed at scheduled rates. It will be added to the minimum bill for services in the event the energy for other services does not equal the amount of a minimum bill for such other services.

H. High Tension Rate

<u>Availability</u>. Available for commercial and industrial services with contracted annual energy usage greater than 38,600,000 kWh served at a voltage of 34,500 volts or greater where the customer has executed a contract for service under this rate schedule.

<u>Character of Service</u>. Three-phase, 60 cycles, at available subtransmission voltages of 34,500 volts or greater.

Rate Effective February 1, 2023

Customer Service Charge: \$1,000 per month (or partial month)

Demand Charge: NPPD and Butler PPD Actual Cost * 110% (1)

Energy Charge: NPPD Actual Cost * 110% (2)

Energy Shortfall Charge:

The contractual Energy Shortfall multiplied by \$0.005 per kWh.

Facilities Charge:

As set forth in contract for service.

Minimum Bill:

As set forth in contract for service.

- (1) Actual NPPD and Butler PPD costs include customer, demand, demand ratchets, transmission, sub-transmission and ancillary service charges incurred by the City to serve customer, without markup, based on General Firm Power Service rate (NPPD) or sub-transmission rate schedule (Butler PPD). City will provide a copy of NPPD invoice or other documentation evidencing NPPD and Butler PPD customer, demand, transmission, and ancillary service charges passed through to customer for verification purposes.
- (2) Actual NPPD energy charges (including fuel and production cost adjustments) incurred by the City to serve customer, without markup, based on General Firm Power Service rate. City will provide a copy of NPPD invoice or other documentation evidencing NPPD energy charges passed through to customer for verification purposes.

<u>Power Factor Adjustment</u>. Power factor adjustments will be made on pass-through basis from NPPD. The customer's billing demand is subject to adjustment if the power factor at the time of the customer's maximum use is less than 90%.

Section 2. **Seasonal Billing Periods**. For all customer classes other than the High Tension Service rate, the *summer* period is for the meter readings obtained during the four-month period of May 19th through September 19th and the *winter* period is for the meter readings obtained during the eight-month period of September 19th through May 19th. For the High Tension Service rate class, all billing periods will be on a calendar month basis and the summer and winter periods will be as defined by NPPD in its General Firm Power Service rate schedule.

Section 3. **Terms of Payment**. With the exception of the High Tension Service rate schedule, Utility bills are mailed on approximately the 25th day of each month and are payable upon receipt. Utility bills become due the 1st day of each month and become delinquent if not received in the City Office by 5:00 p.m. on or before the 10th day of the month. If the 10th of the month falls on a weekend, customers will be given until the following regular business day. A 10% penalty is imposed on all delinquent bills. The High Tension Rate rate class will be billed under the terms of the applicable service agreement.

Section 4. **Production Cost Adjustment (PCA).** Whereas the rates offered to the customer by the City is based upon the current rate being paid by the City to its wholesale supplier, the City shall reserve the right, during the term of the rates, to adjust said rates to the consumer by an amount not to exceed two (2) mills per kilowatt hour greater than the adjustment to the City by its wholesale supplier.

Section 5. Any other ordinance or section passed and approved prior to the passage, approval, and publication or posting of this Ordinance and in conflict with its provisions, are hereby repealed.

Section 6. This Ordinance shall be published in pamphlet form and all rates included in this Ordinance shall be effective as of November 19, 2025.

PASSED AND ADOPTED this 10th day of December, 2025.

Jessica Miller, Mayor

Lori Matchett, Deputy City Clerk

Council Member Bruce Meysenburg introduced Ordinance No. 1523 amending the David City Municipal Code to adopt and codify a policy requiring two signatures on all checks and payments it issues or purchases over a certain value. Mayor Jessica Miller read Ordinance No. 1523 by title.

Council Member Bruce Meysenburg made a motion to suspend the statutory rule requiring an Ordinance to be read on three separate days. 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.

Council Member Bruce Meysenburg made a motion to pass and approve Ordinance No. 1523 amending the David City Municipal Code to adopt and codify a policy requiring two signatures on all checks and payments it issues or purchases over a certain value. 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.

ORDINANCE NO. 1523

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING THE DAVID CITY MUNICIPAL CODE TO ADOPT AND CODIFY A POLICY REQUIRING TWO SIGNATURES ON ALL CHECKS OR PAYMENTS IT ISSUES OR PURCHASES IT MAKES OVER A CERTAIN VALUE; REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council of the City of David City, Nebraska, a municipal corporation and city of the second class (the "<u>City</u>") desires to adopt a policy requiring two signatures on all checks it issues and payments or purchases over one hundred and 00/100 dollars (\$100.00) the City makes; and

WHEREAS, Section 17-505 of the Nebraska Revised Statutes authorizes City to adopt and amend the Municipal Code (the "Code"); and

WHEREAS, City finds it in the best interest of City and its residents to amend the Code to require two signatures on all checks or payments the City issues or makes.

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

1. Amendment to Code. City amends the Code by adding the following as a new Section 629 of Article 1 of the Code:

SECTION 1-629: EXECUTION OF CHECKS AND PAYMENTS; APPROVAL OF PURCHASES.

At least two (2) individuals shall sign all checks issued or payments rendered on behalf of the City of David City, Nebraska, in an amount over One-Hundred and 00/100 Dollars (\$100.00). At least two (2) individuals shall also provide written approval for any purchases the City of David City, Nebraska, makes over One-Hundred and 00/100 Dollars (\$100.00).

At least one (1) signatory shall be either the Mayor, Council President, or the director, head, or appointed leader of the department that is issuing the check, rendering the payment, or making the purchase. The other signatory shall be an employee of the City of David City, Nebraska, or an agent with the lawful power and authority to execute such check, render such payment, or make such purchase.

This Section 1-629 shall not empower any person to appropriate, issue, or draw any order or warrant in violation of Section 1-609 of the David City Municipal Code. Any person signing a check or issuing a payment pursuant to this Section 1-629 must have separate authority under another section of the David City Municipal Code or other applicable law to execute such check or render such payment on behalf of the City of David City, Nebraska, and said person shall not derive such authority by virtue of this Section 1-629.

Any purchase that requires approval of the Mayor and City Council of the City of David City, Nebraska, via resolution or ordinance, shall be exempt from this Section 1-629.

- **2. Conflicting Ordinances**. City repeals all other ordinances and portions of ordinances passed and approved prior to the passage, approval, and publication of this Ordinance and in conflict herewith to the extent of the conflict thereof.
- **3. Further Necessary Action**. City authorizes the Mayor and Deputy City Clerk to take such other action and execute such other documents as may be reasonably necessary to effectuate the purposes herein.
- **4. Effective Date**. This Ordinance shall be effective from and after passage, approval, and publication in pamphlet form.

PASSED AND APPROVED THIS 10th day of December, 2025.

· ·		
ATTEST	Jessica Miller, Mayor	
Lori Matchett, Deputy City Clerk		

City Council Proceedings December 10, 2025

Page #37

Council Member Bruce Meysenburg introduced Ordinance No. 1524 allowing changes in David City Municipal Code to allow for consistent language and application of affected ordinances to correct a Scrivener's error. Mayor Jessica Miller read Ordinance No. 1524 by title.

Council Member Bruce Meysenburg made a motion to suspend the statutory rule requiring an Ordinance to be read on three separate days. 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.

Council Member Bruce Meysenburg made a motion to pass and approve Ordinance No. 1524 allowing changes in the David City Municipal Code to allow for consistent language and application of the affected ordinances to correct a Scrivener's error. 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.

ORDINANCE NO. 1524

AN ORDINANCE OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING THE MUNICIPAL CODE OF THE CITY OF DAVID CITY, NEBRASKA, TO CORRECT A SCRIVENER'S ERROR; AUTHORIZING PUBLICATION IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 10, 2024, the City of David City, Nebraska, a municipal corporation and city of the second class ("<u>City</u>") passed Ordinance No. 1464 (the "<u>Ordinance</u>"); and

WHEREAS, the Ordinance amended City's Municipal Code (the "Code") to add an article regulating free roaming cats within City's corporate limits; and

WHEREAS, the Ordinance contained a scrivener's error and incorrectly codified the new article within the Code as Chapter 3, Article 7 – Cats; and

WHEREAS, the Ordinance should have codified the new article as Chapter 3, Article 6 - Cats; and

WHEREAS, City finds it in the best interest of City's cat population, City's residents, and City in general to correct the scrivener's error in the Ordinance and to amend the Code as provided herein.

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

Section 1. City hereby repeals Chapter 3, Article 7 – Cats of the Code, in its entirety and replaces it with the following, to be codified as Chapter 3, Article 6 – Cats:

ARTICLE 6 - CATS

SECTION 3-601: INTENT

The purpose and intent of this article is to decrease the city of David City's undomesticated cat populations by humanely controlling reproduction and without removing cats from city limits in accordance with the Trap, Neuter, and Return ("**TNR**") population control method for the betterment of the community.

SECTION 3-602: CAT; ANIMAL CONTROL DEFINITION.

Animal Control shall mean the David City Police Department, its agents, assigns, or contracted agents.

SECTION 3-603: FREE ROAMING CAT; DEFINITION.

Free-roaming cat shall mean any cat found roaming freely outside of any home or the control of any person for any length of time.

SECTION 3-604: CAT OWNER; DEFINITION.

Cat owner shall mean any person who confines a cat(s) inside a residence or property structure for any length of time and such cats shall be deemed personal property of said cat owner.

SECTION 3-605: UNDOMESTICATED CAT; DEFINITION.

Undomesticated cat shall mean any cat that is not confined inside a residence or property structure that does not have a generally known or reasonably discoverable owner.

SECTION 3-606: UNDOMESTICATED CAT CAREGIVER; DEFINITION.

Undomesticated cat caregiver shall mean any person that provides food, water, or shelter to free roaming cats, and does not confine cats inside a residence or property structure for any length of time.

SECTION 3-607: TRAP-NEUTER-RETURN (TNR); DEFINITION.

Trap-Neuter-Return (TNR) shall mean the process of humanely trapping, sterilizing, vaccinating for rabies, ear tipping, and returning undomesticated cats to the location trapped. Animal Control shall obtain consent of the landowner before entering private property for this purpose.

SECTION 3-608: CAT HOARDING; DEFINITION.

Cat hoarding shall mean the accumulation of a number of cats such that it overwhelms a person's ability to provide minimum standards of care. Minimum standards of care include nutrition, sanitation, shelter, veterinary care, and socialization causing disease, starvation, or death of cats confined and residing within a property residence or structure.

SECTION 3-609: FREE ROAMING CAT; STERILIZATION-SPAY AND NEUTER.

All free-roaming cats within city limits shall be surgically spayed or neutered by a licensed veterinarian and rabies vaccinated. This shall be done voluntarily by the cat owner or by Animal Control through the TNR process.

SECTION 3-610: OWNED CATS NOT FREE ROAMING; STERILIZATION-SPAY AND NEUTER.

Cat owners shall spay and neuter all cats it owns within four months of age. This provision shall not apply if the procedure would endanger the health of the cat, if the cat owner is a Nebraska state licensed breeder, if the cat temporarily resides in a foster home or is used in show and performance competitions, or if a veterinarian does not recommend spay and neuter surgery until later in the cat's life for a medical reason as evidenced by a veterinarian's statement. The cat owner must provide documentation for all other exemptions.

SECTION 3-611: RETURN OF CATS SPAYED AND NEUTERED THROUGH THE TNR PROCESS.

Animal Control shall, after completion of the TNR process, return all cats to the area they were captured, except for cats needing additional medical attention for illness or injury. Cat owners must provide documentation sufficient to evidence ownership as Animal Control determines for the return. If a cat has no identifiable owner it shall be held for a 5-day holding period and if no owner claims the cat, it shall be provided to the humane society or to some other suitable owner. Undomesticated cat caregivers may request cats for which they provide care to be relocated in this manner for the health and safety of the cats. Cat owners shall pay all applicable boarding, veterinary and licensing fees for this process.

SECTION 3-612: INTERFERENCE WITH THE TNR PROCESS.

Any person found to be removing free-roaming cats from city limits for the sole purpose of dumping said cats in the country, concealing unaltered cats for the purpose of reproduction, releasing cats from traps, tampering with, stealing, damaging, or destroying TNR equipment shall be guilty of a Class V Misdemeanor. Persons found in violation of this provision shall face a \$25 fine, plus equipment replacement cost if applicable, for each offense.

SECTION 3-613: CATS; LICENSING; FEES.

A. *License*. Any person owning a cat over the age of six (6) months within the city shall, within thirty (30) days after acquisition of said cat, acquire a license for each cat by or before the first (1st) day of May of each year. The cat owner shall renew this license annually.

- B. License Application. The cat owner must provide, at the time of the license application, a certificate indicating the cat has been spayed or neutered and received a rabies vaccination, and, on printed forms of the city, the cat owner's name and address and the name, breed, color, sex, and sterilization status of each cat for which the license application is for.
- C. Certificate. Upon payment of the license fee, the City Clerk shall issue to the owner of a cat a license certificate and metallic tag for each cat so licensed. The metallic tags do not need to be attached to the collar and worn by said cat. The City Clerk may issue replacement metallic tags if one is lost or destroyed upon satisfactory evidence that the original plate or tag was issued in accordance with the provisions herein and that the cat owner is not delinquent on the cat's licensing fees. The City Clerk shall design or cause to be designed a new metallic tag each year in order to differentiate between years of issuance.

D. License Fee. The cat owner shall pay to the City Clerk a license fee of five (\$5.00) dollars for each cat at the time of the license application. Said license shall not be transferable and no refund will be allowed in case of death, sale, or other disposition of the licensed cat. The license fee shall be delinquent from and after May first (1st); provided, the owner of any cat brought into or harbored within the corporate limits after May first (1st) of any year, shall be liable for the payment of the cat tax levied herein and such tax shall be delinquent if not paid within ten (10) days thereafter. All license fees and collections shall be immediately credited to the city's general fund after the City remits the fee Nebraska Revised Statutes section 54-603(3) imposes to the Nebraska Department of Agriculture. (Neb. Rev. Stat. §§ 54-603, 17-526)

E. Service Animals. The License Fee provided in this section does not apply to cats that are validly registered as service animals. (Neb. Rev. Stat. § 17-526)

SECTION 3-614: WRONGFUL LICENSING.

It shall be unlawful and a Class V Misdemeanor for any cat owner to permit or allow its cat(s) to wear a fake metallic tag, to create or possess a fake cat license, or to otherwise utilize any other evidence of licensure than that issued by the City Clerk for cats.

SECTION 3-615: CATS; KILLING AND POISONING.

It shall be unlawful and a Class IV Misdemeanor to kill, or to administer or cause to be administered, poison of any sort to a cat, or in any manner to injure, maim, or destroy, or in any manner attempt to injure, maim, or destroy, or to place any poison, or poisoned food where the same is accessible to a cat.

SECTION 3-616: CATS; BITES.

Any owned cat not vaccinated in accordance with the provisions of this Article that bites any human that causes an abrasion of the skin shall be confined for rabies observation not less than ten (10) days by the cat owner. If the cat owner cannot confine the cat for 10 days, the cat will be impounded and held for observation by Animal Control. If upon examination by a veterinarian, the cat has no clinical signs of rabies at the end of such confinement, it may be released to the cat owner after rabies vaccination, proper licensing, and spay or neuter in accordance with the Article, is shown to be completed. The cat owner will be required to pay all fees associated with confinement, vaccination, and any other needed veterinary care during the 10-day confinement period. Undomesticated cats that have bitten will be impounded and confined for rabies observation in the same manner and returned to its colony. Caregivers will not be held responsible for associated fees.

SECTION 3-617: CATS; NUISANCE.

A non-spayed or non-neutered cat shall constitute nuisance according to Chapter 3, Article 4 of the David City Municipal Code in compliance with this Article and shall be brought into compliance to remove a nuisance determination.

SECTION 3-618: HARMONY WITH OTHER ORDINANCES AND LAWS.

To the extent this Article conflicts with other provisions of the David City Municipal Code this Article shall govern.

* * *

Section 2. City hereby repeals all ordinances and portions of ordinances conflicting with this Ordinance to the extent of the conflict thereof.

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

Passed and approved this 10th day of December, 2025

ATTEST:	Jessica Miller, Mayor
Lori Matchett, Deputy City Clerk	

Council Member Kevin Woita introduced Ordinance No. 1525 amending Chapter 4 of the David City Municipal Code to regulate the use of Lawnmowers and Tractors within the City. Mayor Jessica Miller read Ordinance No. 1525 by title.

Council Member Keith Marvin made a motion to suspend the statutory rule requiring an Ordinance to be read on three separate days. 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 Keith Marvin made a motion to pass and approve Ordinance No. 1525 amending Chapter 4 of the David City Municipal Code to regulate the use of Lawnmowers and Tractors within the City. 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.

ORDINANCE NO. 1525

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING CHAPTER 4 OF THE DAVID CITY MUNICIPAL CODE TO REGULATE THE USE OF LAWNMOWERS AND TRACTORS WITHIN THE CITY; AUTHORIZING PUBLICATION IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 17-505 of the Nebraska Revised Statutes authorizes the City of David City, Nebraska, a municipal corporation and city of the second class ("<u>City</u>") to enact ordinances for the general health, safety, morals, and welfare of City and its residents; and

WHEREAS, City has received complaints regarding the use of riding lawn mowers and tractors within the downtown area of City's corporate limits after dark and without lights or other safety features; and

WHEREAS, City desires to amend Chapter 4 of City's Municipal Code (the "Code") to prohibit the operation of lawn mowers and tractors on public sidewalks and streets within the downtown area between sunset and sunrise.

WHEREAS, City finds it in the best interest of City and its residents to amend the Code to regulate the use of lawn mowers and tractors in City's downtown area after dark.

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

1. Amendment to Section 4. City hereby amends the Code by adding the following ordinances as new Sections 4-515 and 4-516, respectively:

SECTION 4-515. LAWN MOWER AND TRACTOR; DEFINITIONS.

- A. "Lawn Mower" means any motorized vehicle designed primarily for cutting grass or vegetation, including without limitation riding lawn mowers and similar machines.
- B. "Tractor" shall have the same meaning as set forth in Nebraska Revised Statutes section 60-619.
- C. For purposes of Section 4-516, "Downtown" means the property within the corporate limits of the City of David City, Nebraska, between 3rd Street and 9th Street, to the east and west, and A Street and G Street, to the south and north.

SECTION 4-516. LAWN MOWERS AND TRACTORS; OPERATION.

- A. No person shall operate any Lawn Mower or Tractor on any public sidewalk or Street, as Section 4-511(C) of the David City Municipal Code so defines, within Downtown between sunset and sunrise.
- B. The prohibition in Section 4-516(A) shall not apply to Lawn Mowers or Tractors used exclusively (a) for snow removal, (b) by an employee, contractor, or agent of the City of David City, Nebraska, or (c) with the express prior written authorization of the City Council or any department of the City of David City, Nebraska.
- 2. **Conflicting Ordinances**. City hereby repeals any other ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this Ordinance and in conflict herewith to the extent of the conflict thereof.
- 3. **Effective Date.** This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

•	0 / 11	•			
	PASSED AND) APPROVED	THIS 10th day	of December, 2025.	
				Jessica Miller, Mayor	
ATTE	ST				
Lori N	Matchett, Deputy	City Clerk	_		

Newly appointed City Clerk Lori Matchett presented to the Council the uncollectable accounts and explained that the accounts that have been deemed uncollectable have been turned over to a collection agency to further pursue for collection, the balances of the accounts need to be authorized to be written off during our audit, with Council approval of the uncollected balance they will be written off our books, but the collection agencies will continue to pursue the Clientele for payment. The total amount deemed uncollectable for 2025 was \$2,076.88.

			y Bills to b	e Writte	en Off as per	2024-2025 Audi						Const
		Due Date			Return	E	lectric	V	Vater	5	ewer	Grand
Acct. No. Customer Name		Of Bill	Electric I	Penalty	Check Fee	Disc. Charge	Tax	Water	Tax	Sewer	Tax	Total
7.4024												
7-1021	Final Bill	3/1/2024	52.38	10.23		0.00	0.00	0.00	0.00	0.00	0.00	62.61
	Tillal Dill	3/1/2024	52.38	10.23		0.00	0.00	0.00	0.00	0.00	0.00	62.61
9-1402	Final Bill	2/1/2024	10.72	4.25		0.00	0.00	0.00	0.00	0.00	0.00	24.07
	Final Bill	2/1/2024	19.72 19.72	4.35		0.00	0.00	0.00	0.00	0.00	0.00	24.07 24.07
5-656		- 1 - 1										
	Final Bill	8/1/2024_	20.88	2.09		0.00	1.57 1.57	0.91	0.00	31.70 31.70	2.38	59.53 59.53
			20.88	2.03		0.00	1.57	0.51	0.00	31.70	2.36	33.33
3-444												
	Final Bill	5/1/2024_	132.78	11.48		0.00	9.96	0.00	0.00	36.21	0.00	190.43
			132.78	11.48		0.00	9.96	0.00	0.00	36.21	0.00	190.43
6-976		6/1/2024		0.73			0.00	0.00	0.00	0.00	0.00	0.73
		7/1/2024	121.28	12.13			9.10	75.25	0.00	36.91	2.77	257.44
	Final Bill	8/1/2024	75.43	7.54		60.00	5.66	37.13	0.00	36.91	2.77	225.44
			196.71	20.40		60.00	14.76	112.38	0.00	73.82	5.54	483.61
7-1096		7/1/2024	104.13	10.41		0.00	7.81	44.25	0.00	28.15	2.11	196.86
	Final Bill	8/1/2024_	39.96	4.00		0.00	3.00	31.43	0.00	28.15	2.11	108.65
			144.09	14.41		0.00	10.81	75.68	0.00	56.30	4.22	305.51
9-1390												
	Final Bill	5/1/2024	47.57	7.28		0.00	0.00	0.00	0.00	0.00	0.00	54.85
			47.57	7.28		0.00	0.00	0.00	0.00	0.00	0.00	54.85
		- 1- 1			_							
6-911		3/1/2024 4/1/2024					0.0 3.7					66.23 146.88
	Final Bill					60.00						154.88
	Tillar Dill	3/1/2021	126.20			60.00						367.99
5.809												
	Final Bill	7/1/2024				0.00						26.57
			23.92	2.6	15	0.00	0.0	0.00	0.00	0.00	0.00	26.57
5-749		3/1/2024	18.00	1.8	80		1.3	5 28.50	0.00	15.51	1.16	66.32
5 7 15		4/1/2024					1.3					66.32
	Final Bill	5/1/2024	18.00	1.8	0	60.00	1.3	5 28.50	0.00	15.51	1.16	126.32
			54.00	5.4	0	60.00	4.0	5 85.50	0.00	46.53	3.48	258.96
F 040												
5-818	Final Bill	2/1/2025	165.26	5 17.4	Q	60.00	0.0	0.00	0.00	0.00	0.00	242.75
	ai Dili	2, 1, 2023	165.26			60.00						242.75
Grand Total			983.51	112.5	2 0.0	00 240.00	46.3	8 348.45	0.00	324.42	21.60	2,076.88

Council Member Kevin Woita made a motion to approve removal of unpaid utility bills for the 2024-2025 fiscal year deemed as uncollectable totaling \$2,076.88. 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

Council Member Bruce Meysenburg made a motion to enter closed session at 8:07 p.m. for the protection of the public interest to discuss litigation, personnel and contracts. 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.

Mayor Jessica Miller stated, "Now, at 8:07 p.m., we are going into closed session to discuss litigations, personnel and contracts." Mayor Jessica Miller, all the Council Members, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, and City Clerk Lori Matchett went into closed session at 8:14 p.m. City Attorney David Levy joined the closed session via phone.

Council Member Jim Angell made a motion to reconvene in open session at 8:29 p.m. 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.

Council Member Rick Holland made a motion to adjourn the meeting at 8:30 p.m. 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.

CERTIFICATION OF MINUTES December 10, 2025

I, Lori Matchett, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of December 10, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Lori Matchett, City Clerk