

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.

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**Contractor's Application for Payment**

<b>Owner:</b> <u>City of David City</u> <b>Engineer:</b> <u>JEO Consulting Group, Inc.</u> <b>Contractor:</b> <u>Gehring Construction &amp; Ready Mix Co., Inc.</u> <b>Project:</b> <u>2024 Nebraska Street Extension</u> <b>Contract:</b> <u>2024 Nebraska Street Extension</u>	<b>Owner's Project No.:</b> _____ <b>Engineer's Project No.:</b> <u>231816.00</u> <b>Contractor's Project No.:</b> _____																																				
<b>Application No.:</b> <u>ONE</u> <b>Application Date:</b> <u>11/26/2025</u> <b>Application Period:</b> From <u>11/1/2025</u> to <u>11/26/2025</u>																																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">93,867.50</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">96,327.95</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">190,195.45</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">181,680.20</td> </tr> <tr> <td>5. Retainage</td> <td></td> <td></td> </tr> <tr> <td>    a. 5% X \$ 181,680.20 Work Completed =</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">9,084.01</td> </tr> <tr> <td>    b. 5% X \$ - Stored Materials =</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>    c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">9,084.01</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">172,596.19</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td></td> <td></td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">172,596.19</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">17,599.26</td> </tr> </table>		1. Original Contract Price	\$	93,867.50	2. Net change by Change Orders	\$	96,327.95	3. Current Contract Price (Line 1 + Line 2)	\$	190,195.45	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	181,680.20	5. Retainage			a. 5% X \$ 181,680.20 Work Completed =	\$	9,084.01	b. 5% X \$ - Stored Materials =	\$	-	c. Total Retainage (Line 5.a + Line 5.b)	\$	9,084.01	6. Amount eligible to date (Line 4 - Line 5.c)	\$	172,596.19	7. Less previous payments (Line 6 from prior application)			8. Amount due this application	\$	172,596.19	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	17,599.26
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<b>Contractor's Certification</b> The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																																					
<b>Contractor:</b> <u>Gehring Construction &amp; Ready Mix Co., Inc.</u> <b>Signature:</b> <u>Stephen Anderson</u> <b>Date:</b> <u>11-26-25</u>																																					
<b>Recommended by Engineer</b> <b>By:</b> <u>[Signature]</u> <b>Title:</b> <u>Project Engineer</u> <b>Date:</b> <u>12/1/2025</u> <b>Approved by Funding Agency</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>Approved by Owner</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____ <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____																																				

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Davis City	Owner's Project No.:	
Engineer:	JCO Consulting Group, Inc.	Engineer's Project No.:	231816.00
Contractor:	Gabring Construction & Ready Mix Co., Inc.	Contractor's Project No.:	
Project:	2024 Nebraska Street Extension		
Contract:	2024 Nebraska Street Extension		

Application No.: ONE		Application Period: From 11/01/25 to 11/26/25		Application Date: 11/26/25							
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C x E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Items (J / I) (%)	Balance to Finish (L - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E x G) (\$)				
1	Mobilization	1	LS	6,600.00	6,600.00	0.90	5,940.00		5,940.00	90%	\$60.00
2	Bonding and Insurance	1	LS	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-
3	Temporary Traffic Control Measures	1	LS	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-
4	Site Grading and Clearing	1	LS	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
5	Remove Asphalt Pavement	180	SY	12.00	2,160.00	180.00	2,160.00		2,160.00	100%	-
6	Remove Wood Fence	193	LF	10.00	1,930.00	193.00	1,930.00		1,930.00	100%	-
7	Remove Tree (<24" Circumference)	5	EA	800.00	4,000.00	5.00	4,000.00		4,000.00	100%	-
8	Remove Tree (24" to 48" Circumference)	5	EA	800.00	4,000.00	5.00	4,000.00		4,000.00	100%	-
9	Remove and Re-set Mailbox	1	EA	500.00	500.00	1.00	500.00		500.00	100%	-
10	Subgrade Preparation	733	SY	2.00	1,466.00	733.00	1,466.00		1,466.00	100%	-
11	Unavailable Materials	25	CV	50.00	1,250.00		-		41,980.00	100%	1,250.00
12	7" Concrete Pavement	733	SY	60.00	43,980.00	733.00	43,980.00		1,500.00	100%	-
13	6" Concrete Driveway	25	SY	60.00	1,500.00	25.00	1,500.00		2,280.00	100%	-
14	6" Concrete Flume	38	SY	60.00	2,280.00	38.00	2,280.00		4,410.00	100%	-
15	Jointless Box	1	EA	4,410.00	4,410.00	1.00	4,410.00		4,032.00	100%	-
16	12" RCP, Class V	64	LF	63.00	4,032.00	64.00	4,032.00		1,890.00	100%	-
17	12" RCP Flared End Section	2	EA	945.00	1,890.00	2.00	1,890.00		750.00	100%	-
18	Crushed Rock Surface Course	5	TONS	150.00	750.00	5.00	750.00		-	0%	2,500.00
19	Stabilized Construction Entrance	25	TONS	100.00	2,500.00		-		-	0%	2,500.00
20	Straw Wattle	40	LF	6.50	260.00		-		-	0%	260.00
21	Erosion Mat with Seed	858	SY	2.75	2,359.50		-		-	0%	2,359.50
Original Contract Totals \$					93,867.50		\$ 86,818.00	\$ -	\$ 86,818.00	93%	\$ 7,049.50

Unit Price

EXCPC C-620 Contractor's Application for Payment  
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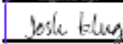
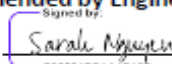
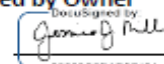
**Contractor's Application for Payment**

[illegible]

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.

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**Contractor's Application for Payment**

Owner:	City of David City		Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.		Engineer's Project No.:	251034.00
Contractor:	BRB Contractors, Inc.		Contractor's Project No.:	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements			
Contract:	David City Wastewater Treatment Facility Improvements			
Application No.:	21	Application Date:	12/10/2025	
Application Period:	From	10/22/2025	to	11/24/2025
1. Original Contract Price			\$	16,882,000.00
2. Net change by Change Orders			\$	737,176.37
3. Current Contract Price (Line 1 + Line 2)			\$	17,619,176.37
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)			\$	15,540,522.00
5. Retainage				
a. 5% X \$ 13,573,406.03 Work Completed =			\$	678,670.30
b. 5% X \$ 1,967,115.97 Stored Materials =			\$	98,355.80
c. Total Retainage (Line 5.a + Line 5.b)			\$	777,026.10
6. Amount eligible to date (Line 4 - Line 5.c)			\$	14,763,495.90
7. Less previous payments (Line 6 from prior application)			\$	14,296,880.04
8. Amount due this application			\$	466,615.86
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)			\$	2,855,680.47
<b>Contractor's Certification</b>				
The undersigned Contractor certifies, to the best of its knowledge, the following:				
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;				
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and				
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.				
Contractor: BRB Contractors, Inc.				
Signature: 		Date: 12/4/2025		
<b>Recommended by Engineer</b>		<b>Approved by Owner</b>		
By: 		By: 		
Title: Project Engineer		Title: Mayor		
Date: 12/4/2025		Date: 12/17/2025		
<b>Approved by Funding Agency</b>				
By: N/A		By: N/A		
Title:		Title:		
Date:		Date:		



Progress Estimate - Lump Sum Work

Owner:	City of David City	Contractor's Application for Payment
Engineer:	JEO Consulting Group, Inc.	Owner's Project No.: 251034.00
Contractor:	BRB Contractors, Inc.	Engineer's Project No.: NEEDAV
Project:	David City Wastewater Treatment Facility Improvements	Contractor's Project No.:
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	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)	This Period (\$)	Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
Original Contract								
1	GENERAL SITEWORK							
2	Mobilize	\$ 750,000.00	750,000.00			750,000.00	100%	-
3	Bonds and Insurance	\$ 180,000.00	180,000.00			180,000.00	100%	-
4	SWPP Items	\$ 25,000.00	23,200.00	300.00		23,500.00	94%	1,500.00
5	Site Clearing	\$ 30,000.00	30,000.00			30,000.00	100%	-
6	12" & 16" Force Main Piping	\$ 300,000.00	214,557.08		63,893.68	278,450.76	93%	21,549.24
7	Other Piping/Valves	\$ 1,395,000.00	573,000.00	450,000.00	219,240.75	1,242,240.75	89%	152,759.25
8	Precast Manholes	\$ 65,000.00	60,000.00			60,000.00	92%	5,000.00
9	Instrumentation & Control	\$ 50,000.00	15,000.00		15,096.14	30,096.14	60%	19,903.86
10	Electrical/Generator Work	\$ 125,000.00	112,500.00			112,500.00	90%	12,500.00
HEADWORKS BUILDING								
11	Excavation & Backfill	\$ 150,000.00	120,000.00			120,000.00	80%	30,000.00
12	Concrete Base Structure	\$ 500,000.00	500,000.00			500,000.00	100%	-
13	Concrete Walls Structure	\$ 1,207,000.00	1,207,000.00			1,207,000.00	100%	-
14	Concrete Floor/Deck Structure	\$ 350,000.00	320,000.00	30,000.00		350,000.00	100%	-
15	Misc. Metals Furnish/Install	\$ 50,000.00	-	40,000.00	5,000.00	45,000.00	90%	5,000.00
16	Masonry Above Structure	\$ 225,000.00	225,000.00			225,000.00	100%	-
17	Doors & Windows Furnish/Install	\$ 65,000.00	40,000.00	25,000.00		65,000.00	100%	-
18	Roof Trusses Furnish/Install	\$ 45,000.00	45,000.00			45,000.00	100%	-
19	Standing Seam Roof & Specialties	\$ 100,000.00	80,000.00			80,000.00	80%	20,000.00
20	Slide Gates Furnish/Install	\$ 100,000.00	92,000.00	3,000.00		95,000.00	95%	5,000.00
21	Bar Screen Furnish/Install	\$ 200,000.00	185,000.00			185,000.00	93%	15,000.00
22	Grit Equipment, Valves, Flumes Furnish/Install	\$ 1,300,000.00	330,000.00	425,000.00	294,091.60	1,049,091.60	81%	250,908.40
23	Parshall Flume	\$ 10,000.00	-	10,000.00		10,000.00	100%	-
24	Indoor Sampler	\$ 20,000.00	-			-	0%	20,000.00
25	Painting Structure	\$ 40,000.00	-			-	0%	40,000.00
26	Instrumentation & Control Work	\$ 950,000.00	538,253.00		245,490.40	783,743.40	82%	166,256.60
27	Mechanical Work (both buildings)	\$ 270,000.00	25,000.00		16,920.00	41,920.00	16%	228,080.00
28	Electrical Work	\$ 700,000.00	404,500.00	45,000.00	80,762.85	530,262.85	76%	169,737.15
AGP FLUME NO. 20								
29	Excavation & Backfill	\$ 15,000.00	13,000.00			13,000.00	87%	2,000.00
30	Concrete Base	\$ 20,000.00	20,000.00			20,000.00	100%	-
31	Concrete Walls	\$ 42,000.00	42,000.00			42,000.00	100%	-
32	Misc. Metals Furnish/Install	\$ 10,000.00	8,500.00			8,500.00	85%	1,500.00
33	Equipment Flume Install	\$ 15,000.00	15,000.00			15,000.00	100%	-
INFLUENT PUMP STATION								
34	Excavation & Backfill	\$ 160,000.00	150,000.00	5,000.00		155,000.00	97%	5,000.00

Progress Estimate - Lump Sum Work

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.:	NEEDAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		

Contractor's Application for Payment

Application No.: 21		Application Period:		From 10/22/25 to 11/24/25		Application Date: 12/10/25		
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	(D + E) From Previous Application (\$)	Work Completed This Period (\$)	Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
34	Concrete Base	\$ 50,000.00	50,000.00			50,000.00	100%	-
35	Concrete Walls	\$ 327,000.00	327,000.00			327,000.00	100%	-
36	Concrete Roof	\$ 100,000.00	100,000.00			100,000.00	100%	-
37	Misc. Metals Furnish/Install	\$ 50,000.00	50,000.00			50,000.00	100%	-
38	Furnish & Install Pumps	\$ 525,000.00	498,750.00			498,750.00	95%	26,250.00
39	Furnish & Install Jib Crane & Foundation	\$ 50,000.00	-		34,860.00	34,860.00	70%	15,140.00
40	Painting Work	\$ 35,000.00	20,000.00	15,000.00		35,000.00	100%	-
41	Electrical Work	\$ 50,000.00	14,000.00		6,633.43	20,633.43	41%	29,366.57
NEW SBR STRUCTURE								
42	Excavation & Backfill	\$ 350,000.00	305,000.00	20,000.00		325,000.00	93%	25,000.00
43	SBR Concrete Base Sections	\$ 520,000.00	520,000.00			520,000.00	100%	-
44	SBR Concrete Wall Sections	\$ 1,261,000.00	1,248,000.00	13,000.00		1,261,000.00	100%	-
45	SBR Basin Equipment Aeration	\$ 1,000,000.00	934,060.50	30,939.50		965,000.00	97%	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	79%	8,375.00
48	Painting Work	\$ 15,000.00	15,000.00			15,000.00	100%	-
49	Electrical Work	\$ 50,000.00	30,795.00	6,500.00		37,295.00	75%	12,705.00
BLOWER BUILDING MODIFICATIONS								
50	Concrete Floor/Wall Demolition	\$ 15,000.00	14,000.00	1,000.00		15,000.00	100%	-
51	Excavation & Backfill	\$ 15,000.00	10,000.00	5,000.00		15,000.00	100%	-
52	New Concrete Floor and Blower Bases	\$ 35,000.00	20,000.00	12,000.00		32,000.00	91%	3,000.00
53	New Masonry Wall/Misc. Infill	\$ 7,500.00	7,500.00			7,500.00	100%	-
54	Furnish & Install Doors	\$ 7,500.00	7,500.00			7,500.00	100%	-
55	Furnish & Install New/Existing SBR Blowers	\$ 400,000.00	150,000.00	250,000.00		400,000.00	100%	-
56	Painting Work	\$ 20,000.00	15,000.00	5,000.00		20,000.00	100%	-
57	Instrumentation & Control Work	\$ 150,000.00	26,000.00	115,000.00		141,000.00	94%	9,000.00
58	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	\$ 50,000.00	-			-	0%	50,000.00
60	Existing SBR Basin Equipment Aeration	\$ 1,000,000.00	5,000.00		882,316.62	887,316.62	89%	112,683.38
61	Existing SBR Basin Equipment Pumps	\$ 50,000.00	-		29,535.50	29,535.50	59%	20,464.50
62	Misc. Metals Furnish/Install	\$ 40,000.00	-		31,650.00	31,650.00	79%	8,350.00
63	Construct New SBR Splitter Box	\$ 174,000.00	174,000.00			174,000.00	100%	-
64	Painting Work	\$ 20,000.00	-			-	0%	20,000.00
65	Electrical Work	\$ 50,000.00	5,000.00			5,000.00	10%	45,000.00
STORAGE BUILDING								
66	Excavation & Backfill	\$ 35,000.00	35,000.00			35,000.00	100%	-
67	Building Drainage Piping & Oil Separator	\$ 40,000.00	40,000.00			40,000.00	100%	-



Progress Estimate - Lump Sum Work										Contractor's Application for Payment						
Owners:	City of David City				Owner's Project No.:					251034.00						
Engineer:	JEO Consulting Group, Inc.				Engineer's Project No.:					NE3DAV						
Contractor:	BRB Contractors, Inc.				Contractor's Project No.:											
Project:	David City Wastewater Treatment Facility Improvements															
Contract:	David City Wastewater Treatment Facility Improvements															
Application No.:	21		Application Period:		From		10/22/25		to		11/24/25		Application Date:		12/10/25	
A	B	C	D		E	F	G	H	I							
Item No.	Description	Scheduled Value (\$)	Work Completed		This Period (\$)	Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)							
			(D + E) From Previous Application (\$)													
68	Concrete Foundations	\$ 40,000.00	40,000.00				40,000.00	100%	-							
69	Concrete Floor	\$ 56,000.00	56,000.00				56,000.00	100%	-							
70	New Building Walls and Roof	\$ 270,000.00	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	-				-	0%	30,000.00							
73	Electrical Work	\$ 75,000.00	12,000.00			10,000.00	22,000.00	29%	53,000.00							
DEMO EXISTING HEADWORKS BUILDING																
74	Demolition of Existing Building Complete	\$ 30,000.00	-				-	0%	30,000.00							
	CLOSEOUT						-		-							
75	Site Grading	\$ 25,000.00	-				-	0%	25,000.00							
76	SBR/Storage Building Sidewalks	\$ 25,000.00	-				-	0%	25,000.00							
77	Concrete Paving	\$ 20,000.00	-				-	0%	20,000.00							
78	Seeding & Mulch	\$ 15,000.00	-				-	0%	15,000.00							
79	Crushed Rock Surfacing Roads	\$ 80,000.00	-				-	0%	80,000.00							
80	Fence & Gate System	\$ 30,000.00	-				-	0%	30,000.00							
Original Contract Totals		\$ 16,882,000.00	\$ 11,410,999.58	\$ 1,564,739.50	\$ 1,967,115.97	\$ 14,942,855.05	89%	\$ 1,939,144.95								



Stored Materials Summary														
Owner: City of David City														
Engineer: JEO Consulting Group, Inc.														
Contractor: BHB Contractors, Inc.														
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														
A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	G Materials Stored		H Amount Stored this Period (\$)	I Amount Stored to Date (G + H) (\$)	Application Date: 12/10/25				
						Previous Amount Stored (\$)	Amount Stored this Period (\$)			J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J + K)	M Materials Remaining in Storage (I - L) (\$)	
	106795-1		Aqua Aerobics Down Payment			261,353.50		261,353.50	261,353.50	19,091.30	19,091.30	19,091.30	-	
	50006177578		Rebar			19,091.30		19,091.30	19,091.30	28,359.32	28,359.32	19,091.30	-	
	50006159555		Rebar			28,359.32		28,359.32	28,359.32	26,753.09	26,753.09	28,359.32	-	
	50006147392		Rebar			26,753.09		26,753.09	26,753.09	29,743.20	29,743.20	26,753.09	-	
	50006147072		Rebar			29,743.20		29,743.20	29,743.20	29,743.20	29,743.20	29,743.20	-	
	50006114832		Rebar			29,743.20		29,743.20	29,743.20	22,299.72	22,299.72	29,743.20	-	
	50006127187		Rebar			22,299.72		22,299.72	22,299.72	30,145.37	30,145.37	22,299.72	-	
	50006303876		Rebar			30,145.37		30,145.37	30,145.37	1,964.40	1,964.40	30,145.37	-	
	0755219-1		Polywrap			1,964.40		1,964.40	1,964.40	420.00	420.00	1,964.40	-	
	755226		Polywrap			420.00		420.00	420.00	3,170.72	3,170.72	420.00	-	
	755219		Polywrap			3,170.72		3,170.72	3,170.72	6,643.95	6,643.95	3,170.72	-	
	27693		HME Shop Drawings			6,643.95		6,643.95	6,643.95	26,960.24	26,960.24	6,643.95	-	
	50006415841		Rebar			17,736.06		17,736.06	17,736.06	26,960.24	26,960.24	17,736.06	-	
	50006367581		Rebar			26,960.24		26,960.24	26,960.24	26,014.37	26,014.37	26,960.24	-	
	50006337203		Rebar			26,014.37		26,014.37	26,014.37	18,469.82	18,469.82	26,014.37	-	
	50006192138		Rebar			18,469.82		18,469.82	18,469.82	18,451.18	18,451.18	18,469.82	-	
	94000		SBR Wall Valves			76,643.95		76,643.95	76,643.95	15,132.60	15,132.60	76,643.95	-	
	755902		Ductile Iron Pipe			18,451.18		18,451.18	18,451.18	650.00	650.00	18,451.18	-	
	755171		Ductile Iron Pipe			15,132.60		15,132.60	15,132.60	5,675.00	5,675.00	15,132.60	-	
	50006409471		Rebar			650.00		650.00	650.00	2,179.06	2,179.06	650.00	-	
	50006599911		Rebar			5,675.00		5,675.00	5,675.00	5,892.80	5,892.80	5,675.00	-	
	50006604462		Rebar			2,179.06		2,179.06	2,179.06	522,707.00	522,707.00	2,179.06	-	
			Concrete Expansion Joints			5,892.80		5,892.80	5,892.80	1,975.74	1,975.74	5,892.80	-	
	106795-2		Aqua Aerobics - Second Payment			522,707.00		522,707.00	522,707.00	10,440.99	10,440.99	522,707.00	-	
	0756281-2		Ductile Iron Pipe and Accessories			1,975.74		1,975.74	1,975.74	21,275.08	21,275.08	1,975.74	-	
	0756281-1		Ductile Iron Pipe and Accessories			10,440.99		10,440.99	10,440.99	622.71	622.71	10,440.99	-	
	757033		24" PVC Pipe			83,203.12		83,203.12	83,203.12	22,446.17	22,446.17	83,203.12	-	
	0755902-1		Ductile Iron Pipe and Accessories			21,275.08		21,275.08	21,275.08	5,056.44	5,056.44	21,275.08	-	
	757699		Ductile Iron Pipe and Accessories			622.71		622.71	622.71	34,296.00	34,296.00	622.71	-	
	755093		Ductile Iron Pipe and Accessories			22,446.17		22,446.17	22,446.17	7,003.31	7,003.31	22,446.17	-	
	756281		Ductile Iron Pipe and Accessories			5,056.44		5,056.44	5,056.44	20,000.00	20,000.00	5,056.44	-	
	94511		Butterfly Valves and Accessories			128,612.31		128,612.31	128,612.31	30,750.00	30,750.00	128,612.31	-	
	94275		Air Release Valves			7,003.31		7,003.31	7,003.31	14,510.75	14,510.75	7,003.31	-	
	27920		HME Shop Drawings			20,025.00		20,025.00	20,025.00	3,181.29	3,181.29	20,025.00	-	
	0174120-IN		Hatches and Crane Equipment			30,750.00		30,750.00	30,750.00	36,633.43	36,633.43	30,750.00	-	
	0756281-3		Ductile Iron Pipe and Accessories			3,181.29		3,181.29	3,181.29	184,557.08	184,557.08	3,181.29	-	
	2022-113		Electrical Stored Materials			36,633.43		36,633.43	36,633.43	116,428.37	116,428.37	36,633.43	-	
	759094		Ductile Iron Foremain Pipe			184,557.08		184,557.08	184,557.08	23,676.17	23,676.17	184,557.08	-	
	94711		Valves			116,428.37		116,428.37	116,428.37	27,202.03	27,202.03	116,428.37	-	
	0755902-2		Ductile Iron Pipe			23,676.17		23,676.17	23,676.17	2,573.98	2,573.98	23,676.17	-	
	50007906312		Rebar			27,202.03		27,202.03	27,202.03	14,510.75	14,510.75	27,202.03	-	
	50007701696		Rebar			2,573.98		2,573.98	2,573.98	20,820.00	20,820.00	2,573.98	-	
	50007633543		Rebar			14,510.75		14,510.75	14,510.75	10,622.32	10,622.32	14,510.75	-	
	50007614897		Rebar			20,820.00		20,820.00	20,820.00	135,104.83	135,104.83	20,820.00	-	
	99003		Gates/Valves/Flumes			10,622.32		10,622.32	10,622.32	89,965.26	89,965.26	10,622.32	-	
	94913		Gates/Valves/Flumes			135,104.83		135,104.83	135,104.83	48,516.80	48,516.80	135,104.83	-	
	0759084-2		Ductile Iron Pipe			89,965.26		89,965.26	89,965.26	30,341.68	30,341.68	89,965.26	-	
	0759084-1		Ductile Iron Pipe			48,516.80		48,516.80	48,516.80	30,341.68	30,341.68	48,516.80	-	
	760997		Ductile Iron Pipe			30,341.68		30,341.68	30,341.68			30,341.68	-	

Contractor's Application for Payment											
Owner's Project No.: 251034.00											
Engineer's Project No.: NEDAV											
Contractor's Project No.:											

**Stored Materials Summary**

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	251034.00
Contractor:	BHB Contractors, Inc.	Contractor's Project No.:	NE04V
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		

**Contractor's Application for Payment**

A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	Application Period: From			to			Application Date:		
				E Storage Location	F Application No. When Materials Placed in Storage	G Previous Amount Stored (\$)	H Materials Stored Amount Stored this Period (\$)	I Amount Stored to Date (G + H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J + K) (\$)	M Materials Remaining in Storage (I - L) (\$)
	0757692-1		Ductile Iron Pipe			6,545.67		6,545.67	6,545.67		6,545.67	-
	757692		Ductile Iron Pipe			34,436.37		34,436.37	34,436.37		34,436.37	-
	8653424-01		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	-
	8653424-00		Electrical Stored Materials			1,029.30		1,029.30	1,029.30		1,029.30	-
	8651200-00		Electrical Stored Materials			249.97		249.97	249.97		249.97	-
	8602506-01		Electrical Stored Materials			5,846.58		5,846.58	5,846.58		5,846.58	-
	8602506-02		Electrical Stored Materials			18,107.44		18,107.44	18,107.44		18,107.44	-
	8634945-00		Electrical Stored Materials			10.92		10.92	10.92		10.92	-
	2022-119		Valves			5,915.24		5,915.24	5,915.24		5,915.24	-
	95314		Valves			35,962.26		35,962.26	35,962.26		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	-
	759837		Ductile Iron Fittings			14,654.75		14,654.75	14,654.75		14,654.75	-
	0760997-2		Ductile Iron Pipe			18,735.52		18,735.52	18,735.52		18,735.52	-
	50028222134		Headworks Area Rebar			17,661.05		17,661.05	17,661.05		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		95,948.26	-
	764836		Ductile Iron Pipe			22,291.21		22,291.21	22,291.21		22,291.21	-
	764427		Ductile Iron Pipe			2,800.00		2,800.00	2,800.00		2,800.00	-
	0764836-1		Ductile Iron Pipe			9,449.42		9,449.42	9,449.42		9,449.42	-
	764846		Ductile Iron Pipe			21,007.67		21,007.67	21,007.67		21,007.67	-
	0765117-2		Ductile Iron Pipe			21,792.38		21,792.38	21,792.38		21,792.38	-
	8653766-01		Electrical Stored Materials			6,100.00		6,100.00	6,100.00		6,100.00	-
	8653424-02		Electrical Stored Materials			9,419.62		9,419.62	9,419.62		9,419.62	-
	8653424-03		Electrical Stored Materials			5,327.55		5,327.55	5,327.55		5,327.55	-
	8658234-00		Electrical Stored Materials			20,413.00		20,413.00	15,000.00		15,000.00	5,413.00
	8653424-04		Electrical Stored Materials			4,119.52		4,119.52	4,119.52		4,119.52	-
	8666003-00		Electrical Stored Materials			8,910.00		8,910.00	8,910.00		8,910.00	-
	8602506-03		Electrical Stored Materials			5,317.25		5,317.25	5,317.25		5,317.25	-
	8658234-02		Electrical Stored Materials			31,315.00		31,315.00	31,315.00		31,315.00	-
	8658234-01		Electrical Stored Materials			32,956.00		32,956.00	32,956.00		32,956.00	-
	NECOL256197		Electrical Stored Materials			301.18		301.18	-		-	301.18
	79795		Electrical Stored Materials			270.00		270.00	-		-	270.00
	12251		HOA Progress Billing			227,884.60		227,884.60	-	114,060.50	114,060.50	113,824.10
	27665		Submersible Pumps			432,500.00		432,500.00	432,500.00		432,500.00	-
	0174897-IN		HOA			19,110.00		19,110.00	-	19,110.00	19,110.00	-
	0765117-6		Pipe and Fittings			9,402.29		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	6,442.13	-
	0760997-3		Pipe and Fittings			26,616.12		26,616.12	-	26,616.12	26,616.12	-
	0765117-3		Pipe and Fittings			578.28		578.28	-	578.28	578.28	-
	766259		Pipe and Fittings			21,663.44		21,663.44	-	21,663.44	21,663.44	-
	764818		Pipe and Fittings			25,146.59		25,146.59	-	25,146.59	25,146.59	-
	95755		Valves			33,531.00		33,531.00	-	33,531.00	33,531.00	-

### Contractor's Application for Payment

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EJCDC C-620 Contractor Application for Payment



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.

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**CHANGE ORDER NO.: 1**

Owner: City of David City, NE Owner's Project No.:  
Engineer: JEO Consulting Group, Inc. Engineer's Project No.: 231471.00  
Contractor: Rutjens Construction Inc. Contractor's Project No.:  
Project: 2025 Water Main Improvements: North 7th Street from J Street to O Street  
Contract Name: 2025 Water Main Improvements: North 7th Street from J Street to O Street  
Date Issued: 11/18/2025 Effective Date of Change Order: 11/18/2025

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

Description:

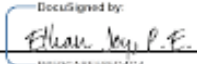
Adjustment of final quantities installed for the 7th Street Water Main Project.

Attachments:

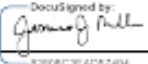
None.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 380,566.00	Original Contract Times: Substantial Completion: November 30, 2025 Ready for final payment: December 31, 2025
Net change from previously approved Change Orders: \$ 0.00	Net change from previously approved Change Orders: Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: \$ 380,566.00	Contract Times prior to this Change Order: Substantial Completion: November 30, 2025 Ready for final payment: December 31, 2025
Net change for this Change Order: \$ (18,749.00)	Net change for this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 361,817.00	Contract Times with all approved Change Orders: Substantial Completion: November 30, 2025 Ready for final payment: December 31, 2025

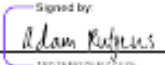
Recommended by Engineer (if required)

By:   
Title: Project Manager  
Date: 12/3/2025

Authorized by Owner

By:   
Title: Mayor  
Date: 12/17/2025

Accepted by Contractor

By:   
Title: Vice President  
Date: 12/3/2025

Approved by Funding Agency (if applicable)

N/A

[illegible]

### Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	231471.00
Contractor:	Rutjens Construction, Inc.	Contractor's Project No.:	
Project:	2025 Water Main Improvements: North 7th Street from J Street to O Street		
Contract:	2025 Water Main Improvements: North 7th Street from J Street to O Street		
Application No.:	2 & Final	Application Date:	11/18/2025
Application Period:	From 11/1/2025	to	11/12/2025

1. Original Contract Price	\$	380,566.00
2. Net change by Change Orders	\$	(18,749.00)
3. Current Contract Price (Line 1 + Line 2)	\$	361,817.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	361,817.00
5. Retainage		
a. 0% X \$ 361,817.00 Work Completed =	\$	-
b. 0% X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	361,817.00
7. Less previous payments (Line 6 from prior application)	\$	323,565.01
8. Amount due this application	\$	38,251.99
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-

### Contractor's Certification

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

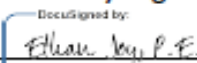
- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment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

Contractor: Rutjens Construction, Inc.

Signature: 

Date: 12/3/2025

### Recommended by Engineer

By:   
DocuSigned by: Ethan J. P. F. B999CA2F385D4C4  
 Title: Project Manager  
 Date: 12/3/2025

### Approved by Owner

By:   
DocuSigned by: James J. Miller 3206BC3EAD5749A  
 Title: Mayor  
 Date: 12/17/2025

### Approved by Funding Agency

By: N/A  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: N/A  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Progress Estimate - Unit Price Work													Contractor's Application for Payment				
Owner: City of David City			Owner's Project No.:														
Engineer: JEO Consulting Group, Inc.			Engineer's Project No.: 231471.00														
Contractor: Rutlens Construction, Inc.			Contractor's Project No.:														
Project: 2025 Water Main Improvements: North 7th Street from J Street to O Street																	
Contract: 2025 Water Main Improvements: North 7th Street from J Street to O Street																	
Application No.: 2 & Final			Application Period:		From		11/01/25		to		11/12/25		Application Date: 11/18/25				
Bid Item No.	Description	Item Quantity	Units	Contract Information		Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	J (\$)	K (%)	L					
				C	D		E	F					G	H			
Original Contract																	
1	Mobilization	1	LS			17,000.00		1.00		17,000.00		100%	-				
2	Bonding and Insurance	1	LS			1,500.00		1.00		1,500.00		100%	-				
3	8" PVC Water Main, DR 18, RJ, Directionally Bored	1,808	LF			148,256.00		1,808.00		148,256.00		100%	-				
4	8" PVC Water Main, DR 18	21	LF			70.00		21.00		1,470.00		100%	-				
5	6" PVC Water Main, DR 18	18	LF			65.00		18.00		1,170.00		100%	-				
6	4" PVC Water Main, DR 18	7	LF			65.00		7.00		455.00		100%	-				
7	8" Gate Valve and Box, MJ	14	EA			2,515.00		14.00		35,210.00		100%	-				
8	8" Cross, MJ	4	EA			1,104.00		4.00		4,416.00		100%	-				
9	8" x 6" x 8" Tee, MJ	4	EA			885.00		4.00		3,540.00		100%	-				
10	6" 90° Bend, MJ	2	EA			515.00		2.00		1,030.00		100%	-				
11	4" 90° Bend, MJ	6	EA			495.00		6.00		2,970.00		100%	-				
12	8" 45° Bend, MJ	2	EA			613.00		2.00		1,226.00		100%	-				
13	10" x 8" Reducer, MJ	1	EA			687.00		1.00		687.00		100%	-				
14	8" x 6" Reducer, MJ	1	EA			518.00		1.00		518.00		100%	-				
15	8" x 4" Reducer, MJ	4	EA			505.00		4.00		2,020.00		100%	-				
16	8" Plug, MJ	3	EA			300.00		3.00		900.00		100%	-				
17	Connect to Existing Water Main	7	EA			1,121.00		7.00		7,847.00		100%	-				
18	8" x 1" Saddle	36	EA			230.00		36.00		8,280.00		100%	-				
19	1" Corporation Stop	36	EA			250.00		36.00		9,000.00		100%	-				
20	1" Curb Stop	31	EA			300.00		31.00		9,300.00		100%	-				
21	1" Curb Stop Box (Install Only)	31	EA			175.00		31.00		5,425.00		100%	-				
22	1" Curb Stop and Box	5	EA			355.00		5.00		1,775.00		100%	-				
23	1" PE Water Service (SDR 9)	1,296	EA			20.00		1,296.00		25,920.00		100%	-				
24	Bore Water Service Line	420	LF			26.00		420.00		10,920.00		100%	-				
25	Connect to Existing Water Service	36	EA			175.00		36.00		6,300.00		100%	-				
26	Remove Pavement	110	SY			13.00		110.00		1,430.00		100%	-				
27	7" Concrete Pavement	110	SY			89.00		110.00		9,790.00		100%	-				
28	Remove driveway	75	SY			13.00		75.00		975.00		100%	-				
29	5" Concrete Driveway	75	SY			87.00		75.00		6,525.00		100%	-				
30	Remove Concrete Sidewalk	1,300	SF			2.00		1,300.00		2,600.00		100%	-				
31	4" Concrete Sidewalk	1,300	SF			8.00		1,300.00		10,400.00		100%	-				
32	Water Main Removals and Abandonments	1	LS			1,000.00		1.00		1,000.00		100%	-				
33	Temporary Traffic Control Measures	1	LS			1,215.00		1.00		1,215.00		100%	-				
Group B - Fire Hydrants																	
1	6" Fire Hydrant Assembly	4	EA			9,874.00	\$	39,496.00		39,496.00		100%	\$				
Original Contract Totals						\$	380,566.00		\$	380,566.00		100%	\$				



### Progress Estimate - Unit Price Work

<b>Owner:</b>	City of David City	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	JEO Consulting Group, Inc.	<b>Engineer's Project No.:</b>	231471.00
<b>Contractor:</b>	Ruijens Construction, Inc.	<b>Contractor's Project No.:</b>	
<b>Project:</b>	2025 Water Main Improvements: North 7th Street from J Street to O Street		
<b>Contract:</b>	2025 Water Main Improvements: North 7th Street from J Street to O Street		

### Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	231471.00
Contractor's Project No.:	

[illegible]

Unit Price

EJCDC C-620 Contractor's Application for Payment  
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## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of David City Owner's Project No.:  
Engineer: JEO Consulting Group, Inc. Engineer's Project No.: 221276.00  
Contractor: Rutjens Construction, Inc. Contractor's Project No.:  
Project: 2025 Water Main Improvements; North 7<sup>th</sup> Street From J Street to O Street  
Contract Name: 2025 Water Main Improvements; North 7<sup>th</sup> Street From J Street to O Street

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

All Groups

Date of Substantial Completion: 11.03.2025

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

### Punchlist

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
DocuSigned by:		DocuSigned by:		Signed by:	
By: <u>Elhan Ay P.E.</u>	By: <u>Gemma G. Miller</u>	By: <u>Adam Rutjens</u>			
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Project Manager</u>	Title: <u>Mayor</u>	Title: <u>Vice President</u>			
Date: <u>12/3/2025</u>	Date: <u>12/17/2025</u>	Date: <u>12/3/2025</u>			



## 7<sup>th</sup> Street Water Main Punch List Document – Final Completion

DATE | 11/3/2025  
PROJECT | 7<sup>th</sup> 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 7<sup>th</sup> St intersection
- 6) Replace demolish mailbox at 1041 7<sup>th</sup> 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  
www.v-k.net

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

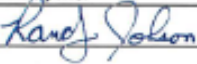




**VEENSTRA & KIMM INC.**  
6775 Vista Drive  
West Des Moines, Iowa 50266  
515.225.8000 / 800.241.8000  
www.v-k.net

ESTIMATE OF CONSTRUCTION COMPLETED PARTIAL PAYMENT NO. 10 (FINAL) PROJECT TITLE: South Area Sewer Rehabilitation							
Contractor: Municipal Pipe Tool Company				Date: December 9, 2025			
Original Contract Amount:				\$667,383.15			
Pay Period: October 4, 2025 to December 8, 2025							
BID ITEMS							
ITEM NO.	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE		
1.1	Mobilization	LS	1.00	1.10	1.10	\$39,917.50	\$43,909.25
1.2	Traffic Control	LS	1.00	1.00	1.00	\$8,912.40	\$8,912.40
1.3	Surface Restoration	LS	1.00	1.00	1.00	\$8,610.00	\$8,610.00
1.4	PCC Pavement	SY	100.00	100.00	56.22	\$100.80	\$5,666.98
1.5	HMA Pavement	SY	100.00	36.00	0.00	\$100.80	\$0.00
1.6	PCC Sidewalk	SY	100.00	100.00	0.00	\$94.50	\$0.00
1.7	Remove and Replace 8" Sewer	LF	110.00	110.00	131.00	\$47.25	\$6,189.75
1.8	8" Sanitary Sewer Televising	LF	4,165.00	3,924.30	3,833.70	\$1.00	\$3,833.70
1.9	8" Sanitary Sewer Cleaning	LF	4,165.00	3,924.30	3,833.70	\$2.00	\$7,667.40
1.10	8" Sanitary Sewer Cured-in-Place Pipe	LF	4,165.00	3,924.30	3,833.70	\$34.00	\$130,345.80
1.11	10" Sanitary Sewer Televising	LF	2,395.00	2,806.90	2,785.40	\$1.00	\$2,785.40
1.12	10" Sanitary Sewer Cleaning	LF	2,395.00	2,806.90	2,785.40	\$2.00	\$5,570.80
1.13	10" Sanitary Sewer Cured-in-Place Pipe	LF	2,395.00	2,386.90	2,363.60	\$39.00	\$92,180.40
1.14	12" Sanitary Sewer Televising	LF	2,685.00	2,636.40	2,631.80	\$1.00	\$2,631.80
1.15	12" Sanitary Sewer Cleaning	LF	2,685.00	2,636.40	2,631.80	\$3.00	\$7,895.40
1.16	12" Sanitary Sewer Cured-in-Place Pipe	LF	2,685.00	1,358.40	1,402.20	\$42.00	\$58,892.40
1.17	18" Sanitary Sewer Televising	LF	1,013.00	617.30	613.10	\$1.00	\$613.10
1.18	18" Sanitary Sewer Cleaning	LF	1,013.00	617.30	613.10	\$4.00	\$2,452.40
1.20	18" Sanitary Sewer Cured-in-Place Pipe	LF	1,013.00	617.30	613.10	\$74.00	\$45,389.40
1.21	Point Repair No. 1	EA	1.00	0.00	0.00	\$3,528.00	\$0.00
1.22	Point Repair No. 2	EA	1.00	0.00	0.00	\$3,528.00	\$0.00
1.23	Point Repair No. 3	EA	1.00	0.00	0.00	\$3,528.00	\$0.00
1.24	Point Repair No. 4	EA	1.00	0.00	0.00	\$3,024.00	\$0.00
1.25	Point Repair No. 5	EA	1.00	1.00	1.00	\$3,391.50	\$3,391.50
1.26	Point Repair No. 6	EA	1.00	0.00	0.00	\$10,185.00	\$0.00
1.27	Point Repair No. 7	EA	1.00	0.00	0.00	\$12,731.25	\$0.00
1.28	Point Repair No. 8	EA	1.00	0.00	0.00	\$1,024.00	\$0.00
1.29	Point Repair No. 9	EA	1.00	0.00	0.00	\$3,024.00	\$0.00
1.30	Heavy Cleaning / Root Cutting	LF	2,696.00	2,696.00	1,154.00	\$5.00	\$5,770.00
1.31	Reinstate Service Connection	EA	103.00	90.00	98.00	\$90.00	\$8,820.00
1.32	Grout Service Connection	EA	103.00	72.00	101.00	\$450.00	\$45,450.00
1.33	Trim Protruding Service, Clay or PVC	EA	5.00	5.00	2.00	\$368.00	\$736.00
CD1 1.33	Manhole, 48" Dia	EA	0.00	1.00	1.00	\$14,610.00	\$14,610.00
CD1 2.1	PCC Pavement	SY	0.00	50.00	126.00	\$100.80	\$12,700.80
CD1 2.2	Hot Mix Asphalt	SY	0.00	125.00	0.00	\$117.60	\$0.00
CD1 2.3	8" Sanitary Sewer Televising	LF	0.00	923.00	936.00	\$1.00	\$936.00
CD1 2.4	8" Sanitary Sewer Cleaning	LF	0.00	923.00	936.00	\$2.00	\$1,872.00
CD1 2.5	8" Sanitary Sewer Cured-in-Place Pipe	LF	0.00	923.00	936.00	\$36.00	\$33,696.00
CD1 2.6	Point Repair No. 10	EA	0.00	1.00	1.00	\$8,531.25	\$8,531.25
CD1 2.7	Point Repair No. 11	EA	0.00	0.00	0.00	\$8,531.25	\$0.00
CD1 2.8	Point Repair No. 12	EA	0.00	0.00	0.00	\$8,531.25	\$0.00
CD1 2.9	Heavy Cleaning / Root Cutting	LF	0.00	488.00	0.00	\$5.00	\$0.00
CD1 2.10	Reinstate Service Connection	EA	0.00	21.00	16.00	\$90.00	\$1,440.00
CD1 2.11	Grout Service Connection	EA	0.00	21.00	12.00	\$500.00	\$6,000.00
CD1 2.12	Trim Protruding Service, Clay or PVC	EA	0.00	2.00	0.00	\$368.00	\$0.00
CD2 1.35	Compaction and PCC Testing	LS	0.00	1.00	1.00	\$2,000.00	\$2,000.00
CD2 2.13	Point Repair No. 11 Add Manhole	EA	0.00	1.00	1.00	\$17,275.50	\$17,275.50
CD2 2.14	Point Repair No. 12 Add Manhole	EA	0.00	1.00	1.00	\$19,195.00	\$19,195.00
CD3 3.01	Chain Link Fence	LF	0.00	0.00	0.00	\$37.90	\$0.00
CD4 4.01	Chain Link Fence, Full Replacement	LF	0.00	610.00	610.00	\$27.43	\$16,732.30
Total Value Completed - Bid Items							\$632,682.73



[illegible]

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$667,383.15	\$632,682.73
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1	Add and remove base bid item and Add Alternate 1 quantities. Item changes included in bid items.	-\$11,667.70	\$0.00
2	Remove and add bid items. Item changes included in bid items 1.13, 1.35, 2.7, 2.8, 2.13 and 2.14	\$5,028.00	\$0.00
3	Remove Point Repairs 7 and 8. Add partial replacement of chain link fence. Item changes included in bid items	-\$7,985.75	\$0.00
4	Remove partial replacement of chain link fence. Add full replacement of chain link fence at lower unit price. Item changes included in bid items	\$8,962.80	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
Total Change Orders		-\$5,662.65	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$661,720.50	\$632,682.73
			Total Completed
			\$0.00
Total Completed Plus Materials Stored			\$632,682.73
Retainage (10%)			\$63,268.27
Total Earned Less Retainage			\$569,414.46
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	April 1, 2024 to April 26, 2024	\$45,845.59	
2	April 26, 2024 to July 30, 2024	\$216,338.13	
3	July 31, 2024 to August 11, 2024	\$17,543.70	
4	August 12, 2024 to September 24, 2024	\$11,281.95	
5	September 25, 2024 to December 2, 2024	\$9,855.64	
6	December 3, 2024 to December 18, 2024	\$774.90	
7	December 19, 2024 to May 21, 2025	\$55,759.55	
8	May 22, 2025 to July 24, 2025	\$185,548.66	
9	July 25, 2025 to October 3, 2025	\$15,059.07	
10		\$0.00	
		Total Previously Approved	\$558,007.19
Amount Due This Request			\$11,407.27
Note: The amount <u>\$11,407.27</u> is recommended for approval for payment in accordance with the terms of the Contract. Note: The amount <u>\$63,268.27</u> (retainage) is recommended for approval for payment 30 days after final acceptance.			
CONTRACT SUMMARY			
ORIGINAL CONTRACT AMOUNT			\$667,383.15
FINAL CONTRACT AMOUNT			\$632,682.73
THIS PARTIAL PAYMENT			\$11,407.27
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT			\$569,414.46
FINAL RETAINAGE - TO BE PAID 30 DAYS AFTER FINAL ACCEPTANCE			\$63,268.27
PERCENT COMPLETE			100.0%
Recommended By:		Contractor:	Approved:
Veenstra & Kimm, Inc.		Municipal Pipe Tool Company	City of David City
Signature		Signature	
Name	Randy Johnson	Name	Matt Boggs
Title	Project Engineer	Title	Project Manager
Date	12.9.25	Date	12/09/2025
Signature		Signature	
Name		Name	Jessica Miller
Title		Title	Mayor
Date		Date	12-10-25

## ***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 

By 

Title Project Engineer

Title Mayor

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 (SEND) 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](http://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.

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### **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.



Applicability. 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	\$0.1100	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**

Applicability. 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	\$0.1100	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.

Applicability. 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.

Applicability. 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.

Character of Service. 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	\$0.1175	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	\$0.1200	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.

Power Factor Adjustment. 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.

Applicability. 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.

Character of Service. 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**

<b>Summer</b>	<b>\$24.00 per kW of maximum billing demand</b>
<b>Winter</b>	<b>\$18.00 per kW of maximum billing demand</b>

**Energy Charge**

<b>Summer</b>	<b>\$0.0520 per kWh used</b>
<b>Winter</b>	<b>\$0.0485 per kWh used</b>

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

Determination of Billing Demand. 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 20<sup>th</sup> thru September 19<sup>th</sup>.

Power Factor Adjustment. 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.

Fluctuating Loads. 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.

Applicability. 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.

Character of Service. 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**

**Minimum Bill.** The minimum bill shall be the Customer Charge or the billing Demand Charge, whichever is greater.

**Determination of Billing Demand.** 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.

**Power Factor Adjustment.** 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.

**Fluctuating Loads.** 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.

Determination of Connected Load. 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.

Terms of Payment. The total Horsepower Charge shall be billed on approximately April 25<sup>th</sup> 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 10<sup>th</sup> day of May. A 10% penalty is imposed on all delinquent bills.

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

Power Factor Adjustment. 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.

Fluctuating Loads. 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**

Availability. 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.

Character of Service. 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.

Power Factor Adjustment. 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 19<sup>th</sup> through September 19<sup>th</sup> and the *winter* period is for the meter readings obtained during the eight-month period of September 19<sup>th</sup> through May 19<sup>th</sup>. 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 25<sup>th</sup> day of each month and are payable upon receipt. Utility bills become due the 1<sup>st</sup> day of each month and become delinquent if not received in the City Office by 5:00 p.m. on or before the 10<sup>th</sup> day of the month. If the 10<sup>th</sup> 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.

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Jessica Miller, Mayor

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Lori Matchett, Deputy City Clerk

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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.

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### **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 "City") 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.

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Jessica Miller, Mayor

ATTEST

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Lori Matchett, Deputy City Clerk

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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.

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#### **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 ("City") passed Ordinance No. 1464 (the "Ordinance"); 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

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Jessica Miller, Mayor

ATTEST:

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Lori Matchett, Deputy City Clerk

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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.

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## **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 ("City") 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.

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

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Jessica Miller, Mayor

ATTEST

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Lori 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.

Utility Bills to be Written Off as per 2024-2025 Audit												
Acct. No.	Customer Name	Due Date		Return		Electric		Water		Sewer		Grand
		Of Bill	Electric	Penalty	Check Fee	Disc. Charge	Tax	Water	Tax	Sewer	Tax	
7-1021												
	<b>Final Bill</b>	3/1/2024	52.38	10.23		0.00	0.00	0.00	0.00	0.00	0.00	62.61
			52.38	10.23		0.00	0.00	0.00	0.00	0.00	0.00	62.61
9-1402												
	<b>Final Bill</b>	2/1/2024	19.72	4.35		0.00	0.00	0.00	0.00	0.00	0.00	24.07
			19.72	4.35		0.00	0.00	0.00	0.00	0.00	0.00	24.07
5-656												
	<b>Final Bill</b>	8/1/2024	20.88	2.09		0.00	1.57	0.91	0.00	31.70	2.38	59.53
			20.88	2.09		0.00	1.57	0.91	0.00	31.70	2.38	59.53
3-444												
	<b>Final Bill</b>	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
	<b>Final Bill</b>	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
	<b>Final Bill</b>	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												
	<b>Final Bill</b>	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
6-911												
		3/1/2024	56.47	9.76			0.00	0.00	0.00	0.00	0.00	66.23
		4/1/2024	50.06	5.01			3.75	45.14	0.00	39.93	2.99	146.88
	<b>Final Bill</b>	5/1/2024	19.67	1.97		60.00	1.48	28.84	0.00	39.93	2.99	154.88
			126.20	16.74		60.00	5.23	73.98	0.00	79.86	5.98	367.99
5.809												
	<b>Final Bill</b>	7/1/2024	23.92	2.65		0.00	0.00	0.00	0.00	0.00	0.00	26.57
			23.92	2.65		0.00	0.00	0.00	0.00	0.00	0.00	26.57
5-749												
		3/1/2024	18.00	1.80			1.35	28.50	0.00	15.51	1.16	66.32
		4/1/2024	18.00	1.80			1.35	28.50	0.00	15.51	1.16	66.32
	<b>Final Bill</b>	5/1/2024	18.00	1.80		60.00	1.35	28.50	0.00	15.51	1.16	126.32
			54.00	5.40		60.00	4.05	85.50	0.00	46.53	3.48	258.96
5-818												
	<b>Final Bill</b>	2/1/2025	165.26	17.49		60.00	0.00	0.00	0.00	0.00	0.00	242.75
			165.26	17.49		60.00	0.00	0.00	0.00	0.00	0.00	242.75
<b>Grand Total</b>			<b>983.51</b>	<b>112.52</b>	<b>0.00</b>	<b>240.00</b>	<b>46.38</b>	<b>348.45</b>	<b>0.00</b>	<b>324.42</b>	<b>21.60</b>	<b>2,076.88</b>

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.

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Lori Matchett, City Clerk