

CITY COUNCIL PROCEEDINGS  
July 23, 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, Keith Marvin, Kevin Woita, Jeremy Abel, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez and City Clerk-Treasurer Tami Comte. City Attorney Michael Sands attended via Zoom.

Also present for the meeting were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Dayton Murty representing Charter Spectrum, Bambi Rands, Laura Salyard and Nick & Marlene Hein.

The meeting opened with the Pledge of Allegiance.

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

Council member Keith Marvin made a motion to approve the minutes of the July 9 and July 15/17, 2025 City Council meetings as presented. Council Member Rick Holland seconded the motion. The motion carried.

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

Council member Keith Marvin made a motion to approve the claim to MIT Contracting. 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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July 17, 2025

Tami Comte  
City of David City  
PO Box 191  
David City, NE 68632

RE: **Drawdown #7 Project Expenses for 22-TFHO-16018**

Dear Tami,

Enclosed is Drawdown #7 for the Owner-Occupied Housing Rehab program. After you have reviewed the material, please have Jessica Miller, Mayor, and Tami Comte, Clerk, sign the DD as noted and mail the original DD form back to SEND D for processing. Please sign all documents in "BLUE INK" and place a copy of this documentation in File #4 – Financial Management located in your grant folder.

After submittal of the Drawdown for Project **#22-TFHO-16018**, in 5 to 10 days, when the automatic transfer is received from NDED and deposited into the City's NAHTF account and following City Council action on such bills, please write the following check(s):

	TOTAL	NAHTF	Local Match
(Drawdown #7). The following NAHTF Activity Code Admin bills have not yet been paid. <b>Please mail copies of all checks to the Lincoln SEND D Office.</b>			
SEND D Admin Expenses	\$10,000.00	\$10,000.00	\$0.00
SEND D Housing Management Expenses	\$0.00	\$0.00	\$0.00
SEND D LBP Expenses	\$0.00	\$0.00	\$0.00
MIT Contracting Project: #017	\$24,678.19	\$22,210.37	\$2,467.82
MIT Contracting Project: #016	\$21,489.67	\$19,340.17	\$2,148.97
MIT Contracting Project: #006	\$28,910.82	\$26,019.74	\$2,891.08
MIT Contracting Project: #005	\$30,000.00	\$27,000.00	\$3,000.00

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

[www.sendd.org](http://www.sendd.org)



*SEND D is an Equal Opportunity Provider and Employer*



MIT Contracting Project: #022	\$30,000.00	\$27,000.00	\$3,000.00
MIT Contracting Project: #021	\$30,000.00	\$27,000.00	\$3,000.00
MIT Contracting Project: #020	\$20,701.29	\$18,631.16	\$2,070.13
<b>Totals:</b>	<b>\$195,779.97</b>	<b>\$177,201.97</b>	<b>\$18,578.00</b>

According to the above figures, the city should make the following payment(s):

**\*\*\*Local Match Payments\*\*\***

**\$18,578.00 total to: MIT Contracting (NAHTF Rehabilitation)**

**\*\*\*NAHTF FUNDS PAYMENTS\*\*\***

**\$10,000.00 total to: SEND D (Admin, Housing Management, & LBP)**

**\$167,201.97 total to: MIT Contracting (NAHTF Rehabilitation)**

**\*\* Please include a copy of this letter and a copy of the checks with your payment\*\***

Please feel free to give me a call at (402) 475-2560 if you have any questions.

Sincerely,

*Ashley Larsen*

Ashley Larsen  
Housing Development Specialist

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

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REIMBURSEMENT REQUEST FORM FOR  
NEBRASKA AFFORDABLE HOUSING TRUST FUNDS (NAHTF)  
NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT



Name of Recipient City of David City		Mailing Address PO Box 191		City State Zip David City, NE 68632	
NAHTF Award Number 22-TFHO-16018	Federal Identification Number 47-6006162	Payment Request Number 7	DED Program Representative Amy Kienzler		

Part I – STATUS OF FUNDS

1. Total of Previous Payment Requests for NAHTF funds.	\$ 251,095.45	IMPORTANT Round all figures down to penny.
Proceed with this payment request only if Recipient has received notification of previous payment request approval.		

Part II – CASH REQUIREMENTS

Label each column with budget activity name.	Gen. Admin	Housing Mgt	LBP	Rehab	Totals
Enter "Final" if this is Final Request					
1. Total Cash Requirements to Date	\$15,000.00	\$13,292.31	\$4,153.86	\$439,834.74	\$472,280.91
2. Less: Local Match (Other Funds) Applied				\$43,983.49	\$43,983.49
3. Less: State Trust Funds Disbursed to date (Total of this line must agree with Part I, Line 1)	\$5,000.00	\$13,292.31	\$4,153.86	\$228,649.28	\$251,095.45
4. Total of Current State Trust Funds Requested	\$10,000.00	\$0.00	\$0.00	\$167,201.97	\$177,201.97

I certify that this request for State Trust funds has been prepared in accordance with the terms and conditions of the NAHTF contract.  
I also certify that all data reported above is correct and that the amount of the request for State Trust Funds is not in excess of current needs.

Signature of Authorized Official 	Typed Name of Authorized Official Jessica Miller, Mayor		Date 7-18-2025
Signature of Authorized Official 	Typed Name of Authorized Official Tami Comte, Clerk		Date 7-18-2025
Person Preparing Request for NAHTF Form Name: Ashley Larsen	Organization: SEND	Email: alarsen@sendd.org	Telephone Number: 4024752560
DEPARTMENT OF ECONOMIC DEVELOPMENT USE		AMOUNT APPROVED: \$	DATE

Form Revised May 2023

INCOMPLETE OR INCORRECT FORMS WILL NOT BE PROCESSED

Instructions on separate sheet of this excel.

**Southeast Nebraska Development District**

7407 O St  
Lincoln, NE 68510-2444 US  
(402) 907-2022  
www.sendd.org



**INVOICE**

BILL TO  
557 N 4th Street  
David City, NE 68632

INVOICE 22TFHO16018HA-3  
DATE 07/17/2025  
TERMS 90 Days  
DUE DATE 10/15/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	HA 1.1 Certified Admin	Third Administration Milestone	1	10,000.00	10,000.00

BALANCE DUE

**\$10,000.00**

Council member Kevin Woita made a motion to approve Certificate of Payment #28 in the amount of \$155,859.85 to Velocity Constructors Inc. for the 2022 Water Treatment Plant Upgrades. 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

#### Contractor's Application for Payment

Owner:	City of David City		Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.		Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.		Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686			
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686			
Application No.:	28	Application Date:	7/7/2025	
Application Period:	From	6/1/2025	to	7/1/2025

  

1. Original Contract Price	\$	10,562,772.00
2. Net change by Change Orders	\$	412,817.76
3. Current Contract Price (Line 1 + Line 2)	\$	10,975,589.76
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	10,938,620.35
5. Retainage		
a. 5% X \$10,938,620.35 Work Completed =	\$	546,931.02
b. 5% X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	546,931.02
6. Amount eligible to date (Line 4 - Line 5.c)	\$	10,391,689.33
7. Less previous payments (Line 6 from prior application)	\$	10,235,829.48
8. Amount due this application	\$	155,859.85
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	583,900.43

  

**Contractor's Certification**

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

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

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

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

  

Contractor: James Sulzbach - Project Manager Velocity Constructors

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

  

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____



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Progress Estimate - Lump Sum Work						Contractor's Application for Payment		
Owner: City of David City						Owner's Project No.:		
Engineer: JEO Consulting Group, Inc.						Engineer's Project No.:		202024.00
Contractor: Velocity Constructors Inc.						Contractor's Project No.:		
Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Application No.: 28		Application Period:		From 06/01/25	to 07/01/25	Application Date:		07/07/25
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
BASE BID GROUP A - General Water Plant Improvements <sup>1</sup>								
B-1.01	Mobilization	1,030,293.00	1,030,293.00	-	-	1,030,293.00	100%	-
B-1.02	Bonding and insurance	66,647.00	66,647.00	-	-	66,647.00	100%	-
B-1.03	Aerator Rehabilitation and Cleaning	114,481.00	114,481.00	-	-	114,481.00	100%	-
B-1.04	Existing Pipe Cleaning & Repainting	57,573.00	46,000.00	8,000.00	-	54,000.00	94%	3,573.00
B-1.05	Electrical Improvements, Complete	1,840,041.00	1,825,894.59	10,000.00	-	1,835,894.59	100%	4,146.41
B-1.06	Demolition of Exterior Infrastructure	32,732.00	32,732.00	-	-	32,732.00	100%	-
B-1.07	Demolition of Interior Infrastructure	90,500.00	90,500.00	-	-	90,500.00	100%	-
B-1.08	Building Improvements (Doors/Windows)	80,036.00	79,036.00	-	-	79,036.00	99%	1,000.00
B-1.09	Building Improvements (Interior Painting)	523,405.00	476,655.00	40,000.00	-	516,655.00	99%	6,750.00
B-1.10	First Floor Roof Membrane Replacement	174,179.00	174,179.00	-	-	174,179.00	100%	-
B-1.11	Skylight Replacement	48,568.00	48,568.00	-	-	48,568.00	100%	-
B-1.12	HVAC Improvements	148,128.00	145,128.00	-	-	145,128.00	98%	3,000.00
B-1.13	Plumbing Improvements	92,021.00	90,000.00	2,021.00	-	92,021.00	100%	-
B-1.14	Lab Improvements	21,099.00	21,099.00	-	-	21,099.00	100%	-
B-1.15	Hardness Monitoring Equipment and Meters	77,743.00	77,743.00	-	-	77,743.00	100%	-
B-1.16	Site Paving and Grading	58,690.00	57,000.00	1,690.00	-	58,690.00	100%	-
B-1.17	Fencing and Gates	58,513.00	2,000.00	56,513.00	-	58,513.00	100%	-
B-1.18	Misc. Site Improvements	148,846.00	144,000.00	4,846.00	-	148,846.00	100%	-
B-1.19	Exterior Piping Improvements	338,959.00	338,959.00	-	-	338,959.00	100%	-
B-1.20	Seeding, Fertilizer and Mulch	6,610.00	-	6,610.00	-	6,610.00	100%	-
B-1.21	Erosion Control	5,751.00	5,751.00	-	-	5,751.00	100%	-
BASE BID GROUP B - Gravity Filter System Improvements <sup>2</sup>								
B-1.22	New Gravity Filter Equipment, Complete (Media/Wash Troughs/ Air Blower/ Control Panel / Solenoid Panel / Instrumentation / Piping / Valves / Media Strainers)	693,132.00	693,132.00	-	-	693,132.00	100%	-
B-1.23	Gravity Filter Equipment Installation	45,979.00	45,979.00	-	-	45,979.00	100%	-
B-1.24	Electrical	25,200.00	25,200.00	-	-	25,200.00	100%	-

Progress Estimate - Lump Sum Work						Contractor's Application for Payment			
Owner:	City of David City					Owner's Project No.:			
Engineer:	JEO Consulting Group, Inc.					Engineer's Project No.:	202024.00		
Contractor:	Velocity Constructors Inc.					Contractor's Project No.:			
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Application No.:	28	Application Period:	From	06/01/25	to	07/01/25	Application Date:	07/07/25	
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)						
			This Period (\$)						
BASE BID GROUP C - Reverse Osmosis <sup>1</sup>									
B-1.25	CCRO and CIP Tank Skids (Equipment Only)	2,126,760.00	2,126,760.00	-	-	2,126,760.00	100%	-	
B-1.26	CCRO and CIP Tank Skids (Installation)	7,208.00	6,708.00	-	-	6,708.00	93%	500.00	
B-1.27	Existing Maintenance Facility Demolition	27,093.00	27,093.00	-	-	27,093.00	100%	-	
B-1.28	RO Room Expansion, Block Construction	245,926.00	245,926.00	-	-	245,926.00	100%	-	
B-1.29	New Existing Maintenance Facility Floor Pavement	3,174.00	3,174.00	-	-	3,174.00	100%	-	
B-1.30	New Existing Maintenance Facility Roof	28,709.00	28,709.00	-	-	28,709.00	100%	-	
B-1.31	Overhead Doors	22,781.00	22,781.00	-	-	22,781.00	100%	-	
B-1.32	Access Doors	8,791.00	8,791.00	-	-	8,791.00	100%	-	
B-1.33	Single Girder Bridge Crane & Hoist (Equipment Only)	20,361.00	20,361.00	-	-	20,361.00	100%	-	
B-1.34	Single Girder Bridge Crane & Hoist (Installation)	12,387.00	12,387.00	-	-	12,387.00	100%	-	
B-1.35	Below Grade CCRO skid Piping, Complete	57,740.00	57,740.00	-	-	57,740.00	100%	-	
B-1.36	Above Grade CCRO & CIP Skid Piping, Complete	129,743.00	129,743.00	-	-	129,743.00	100%	-	
B-1.37	Electrical	10,080.00	9,800.00	280.00	-	10,080.00	100%	-	
BASE BID GROUP D - Intermediate Clearwell <sup>1</sup>									
B-1.38	Intermediate Clearwell Structural Concrete	170,506.00	170,506.00	-	-	170,506.00	100%	-	
B-1.39	Clearwell Hatches	15,613.00	15,613.00	-	-	15,613.00	100%	-	
B-1.40	Vertical Turbine Pumps	113,608.00	113,608.00	-	-	113,608.00	100%	-	
B-1.41	Degassifier (Equipment Only)	112,153.00	112,153.00	-	-	112,153.00	100%	-	
B-1.42	Degassifier (Installation)	6,407.00	6,407.00	-	-	6,407.00	100%	-	
B-1.43	Pump Building, Block Construction	116,781.00	116,781.00	-	-	116,781.00	100%	-	
B-1.44	Stairs and Miscellaneous Metals	4,603.00	4,000.00	603.00	-	4,603.00	100%	-	
B-1.45	Clearwell Ladders	4,749.00	4,749.00	-	-	4,749.00	100%	-	
B-1.46	Fluid Applied Exterior Membrane	103,757.00	103,757.00	-	-	103,757.00	100%	-	
B-1.47	Intermediate Clearwell Piping, Fittings, Valves, Meters, Complete	77,335.00	77,335.00	-	-	77,335.00	100%	-	
B-1.48	Weir Plate and Weir Window	4,398.00	4,398.00	-	-	4,398.00	100%	-	
B-1.49	Electrical	50,400.00	50,400.00	-	-	50,400.00	100%	-	



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Progress Estimate - Lump Sum Work						Contractor's Application for Payment			
Owner:	City of David City					Owner's Project No.:			
Engineer:	JEO Consulting Group, Inc.					Engineer's Project No.:	202024.00		
Contractor:	Velocity Constructors Inc.					Contractor's Project No.:			
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686								
Application No.:	28	Application Period:	From	06/01/25	to	07/01/25	Application Date:	07/07/25	
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)						
			This Period (\$)						
BASE BID GROUP E - Chemical Feed System Improvements <sup>1</sup>									
B-1.50	Chemical Feed System Improvements	149,305.00	149,305.00	-	-	149,305.00	100%	-	
B-1.51	Gas Chlorine System Improvements	62,365.00	62,365.00	-	-	62,365.00	100%	-	
B-1.52	Electrical	15,120.00	15,120.00	-	-	15,120.00	100%	-	
BASE BID GROUP F - Backwash Improvements <sup>1</sup>									
B-1.53	Backwash Waste Pump and Piping improvements, Complete	161,971.00	161,971.00	-	-	161,971.00	100%	-	
B-1.54	Proposed Manhole improvements	1,551.00	1,551.00	-	-	1,551.00	100%	-	
B-1.55	Backwash Pit Access Hatch	3,727.00	3,727.00	-	-	3,727.00	100%	-	
B-1.56	Backwash Supply Pump and Piping improvements, Complete	103,300.00	103,300.00	-	-	103,300.00	100%	-	
B-1.57	Electrical/Generator	252,000.00	252,000.00	-	-	252,000.00	100%	-	
Bid Alternate #1									
BA1-1	Gravity Filter Effluent Valve Replacement <sup>1</sup>	220,730.00	220,730.00	-	-	220,730.00	100%	-	
Bid Alternate #2									
BA2-1	Demolish Existing Upflow Clarifier Unit, Complete <sup>1</sup>	113,190.00	113,190.00	-	-	113,190.00	100%	-	
Original Contract Totals		\$ 10,343,448.00	\$ 10,193,915.59	\$ 130,563.00	\$ -	\$ 10,324,478.59		\$ 18,969.41	
Change Orders									
CO-1	12" Underslab Pipe	54,560.00	54,560.00	-	-	54,560.00	100%	-	
CO-2	Misc	84,742.51	84,742.51	-	-	84,742.51	100%	-	
CO-3	Misc	114,989.00	114,989.00	-	-	114,989.00	100%	-	
CO-4	Lights and Fence - Drive way	17,454.00	12,454.00	5,000.00	-	17,454.00	100%	-	
CO-5	Aggregate+Sink+Trans & BFV+Delay	72,262.00	62,262.00	5,000.00	-	67,262.00	93%	5,000.00	
CO-6	Pump Overflow Landscaping and Overflow	68,810.25	10,810.25	45,000.00	-	55,810.25	81%	13,000.00	
Change Order Totals		\$ 412,817.76	\$ 339,817.76	\$ 55,000.00	\$ -	\$ 394,817.76	96%	\$ 18,000.00	
Unit Price									
B2	Install Aggregate	15,215.00	15,215.00	-	-	15,215.00	100%	-	
B3	Final Clearwell Roof	14,030.00	14,030.00	-	-	14,030.00	100%	-	
BA31	Install 6" Pavement	190,079.00	190,079.00	0	-	190,079.00	100%	-	
Original Contract and Change Orders									
Project Totals		\$ 10,975,589.76	\$ 10,753,057.35	\$ 185,563.00	\$ -	\$ 10,938,620.35	100%	\$ 36,969.41	

<sup>1</sup> Sales Tax for Materials & Equipment Included

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Progress Estimate - Unit Price Work										Contractor's Application for Payment			
Owner:		City of David City								Owner's Project No.:			
Engineer:		JEO Consulting Group, Inc.								Engineer's Project No.:		202024.00	
Contractor:		Velocity Constructors Inc.								Contractor's Project No.:			
Project:		2022 Water Treatment Plant Upgrades, SRF Project No. D311666											
Contract:		2022 Water Treatment Plant Upgrades, SRF Project No. D311666											
Application No.: 28		Application Period:		From 06/01/25 to 07/01/25						Application Date: 07/07/25			
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 Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
Original Contract													
Base Bid <sup>1</sup>													
B-2	Install Aggregate Surfacing	358.00	TONS	42.50	15,215.00	358.00	15,215.00		15,215.00	100%	-		
B-3	Final Clearwell Roof Slab Rehabilitation	100.00	SF	140.90	14,090.00	100.00	14,090.00		14,090.00	100%	-		
Bid Alternate #3													
BA3-1	Install 6" Concrete Pavement <sup>1</sup>	1,324.00	SY	143.56	190,079.00	1,324.00	190,079.00		190,079.00	100%	-		
Original Contract Totals					\$ 219,324.00		\$ 219,324.00	\$ -	\$ 219,324.00	100%	\$ -		
Original Contract and Change Orders													
Project Totals					\$ 219,324.00		\$ 219,324.00	\$ -	\$ 219,324.00	100%	\$ -		

<sup>1</sup> Sales Tax for Materials & Equipment Included

City Council Proceedings  
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Stored Materials Summary										Contractor's Application for Payment				
Owner: City of David City										Owner's Project No.: 202024.00				
Engineer: JED Consulting Group, Inc.										Engineer's Project No.: 202024.00				
Contractor: Velocity Constructors Inc.										Contractor's Project No.:				
Project: 2022 Water Treatment Plant Upgrades, SRP Project No. D311686														
Contract: 2022 Water Treatment Plant Upgrades, SRP Project No. D311686														
Application No.:	28			Application Period:		From	06/01/25		to	07/01/25		Application Date:		
A		B	C	D	E	F	G		H	I	J	K	L	M
Item No. (Unit Price Tab)		Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored		Amount Stored to Date (\$)	Amount Previously Incorporated in the Work (\$)	Amount Previously Incorporated in the Work (\$)	Amount Previously Incorporated in the Work (\$)	Total Amount Incorporated in the Work (\$)	Materials Remaining in Storage (I - L)
B-1-19		2894991		Yard Pipe	On Site	3	36,399.00		36,399.00	-	36,399.00	36,399.00	36,399.00	-
B-1-19		2896108		Yard Pipe	On Site	4	3,039.85		3,039.85	-	3,039.85	3,039.85	3,039.85	-
B-1-19		2835976		Yard Pipe	On Site	4	4,484.62		4,484.62	-	4,484.62	4,484.62	4,484.62	-
B-1-19		835115		Yard Pipe	On Site	4	6,039.99		6,039.99	-	6,039.99	6,039.99	6,039.99	-
B-1-19		898907		Yard Pipe	On Site	4	23,979.17		23,979.17	-	23,979.17	23,979.17	23,979.17	-
B-1-19		2897709		Yard Pipe	On Site	4	29,725.95		29,725.95	-	29,725.95	29,725.95	29,725.95	-
B-1-19 B.18				Flexar	On Site	4	33,900.00		33,900.00	-	33,900.00	33,900.00	33,900.00	-
B-1-19		7241554		Yard Pipe	On Site	5	370.34		370.34	-	370.34	370.34	370.34	-
B-1-19		7203897		Yard Pipe	On Site	5	520.82		520.82	-	520.82	520.82	520.82	-
B-1-19		7063762		Yard Pipe	On Site	5	1,012.90		1,012.90	-	1,012.90	1,012.90	1,012.90	-
B-1-19, 40, 52, 57				Electrical Fixtures	On Site	5	30,708.14		30,708.14	-	30,708.14	25,708.14	25,708.14	5,000.00
B1-56		0902545-W		Electric Pumps	On Site	6	26,934.00		26,934.00	-	26,934.00	-	26,934.00	-
B1-47		34604		Mellen Valves P/W	On Site	7	27,865.08		27,865.08	-	27,865.08	-	27,865.08	-
B1-43		26123		Misc Metals Decking	On Site	7	5,000.00		5,000.00	-	5,000.00	5,000.00	5,000.00	-
B-1-27		18 Invoices		Electrical	On Site	7	112,151.76		112,151.76	-	112,151.76	112,151.76	112,151.76	-
B-1-22		52500		WestTech	Submittals	7	22,224.99		22,224.99	-	22,224.99	22,224.99	22,224.99	-
B1-31		228627		Overhead Doors	On Site	8	17,000.00		17,000.00	-	17,000.00	17,000.00	17,000.00	-
B-1-19		8 Invoices		Yard Pipe	On Site	9	15,646.65		15,646.65	-	15,646.65	15,646.65	15,646.65	-
B-1-47		Mellen		Air Vals	On Site	9	3,442.69		3,442.69	-	3,442.69	3,442.69	3,442.69	-
B-1-53		1 Invoice		Inside Pipe	On Site	9	23,997.39		23,997.39	-	23,997.39	-	23,997.39	-
B-1-17		7897108		Lang Fence	On Site	9	21,500.00		21,500.00	-	21,500.00	-	21,500.00	-
B-1-40				Vertical Turbine Pumps	On Site	10	85,940.88		85,940.88	-	85,940.88	85,940.88	85,940.88	-
B-1-05		HQA		Electrical HQA	Pictures	10	143,249.80		143,249.80	-	143,249.80	143,249.80	143,249.80	-
B-1-22		Mellen		Gate Valves	On Site	10	20,930.00		20,930.00	-	20,930.00	20,930.00	20,930.00	-
B-1-47		C&M		Chester Pipe	On Site	10	6,051.55		6,051.55	-	6,051.55	6,051.55	6,051.55	-
B-1-22		Vesco		Blower	On Site	11	50,000.00		50,000.00	-	50,000.00	50,000.00	50,000.00	-
B-1-15		Gurney		Split Case Pump	On Site	11	18,227.00		18,227.00	-	18,227.00	18,227.00	18,227.00	-
B1-47		8 Invoices		Piping	On Site	11	29,798.29		29,798.29	-	29,798.29	29,798.29	29,798.29	-
B-1-50		Gurney		Chem Feed	On Site	12	113,869.00		113,869.00	-	113,869.00	113,869.00	113,869.00	-
B-1-22		WestTech		Troughs	On Site	12	103,664.94		103,664.94	-	103,664.94	103,664.94	103,664.94	-
B-1-56		Mellen		Valves	On Site	12	7,651.85		7,651.85	-	7,651.85	-	7,651.85	-
B-1-56		3 Invoice		Inside Piping	On Site	12	34,824.08		34,824.08	-	34,824.08	-	34,824.08	-
B-1-22		54231		Riser Rethos - WestTech	On Site	13	187,247.48		187,247.48	-	187,247.48	187,247.48	187,247.48	-
B-1-22		35732		Mellen - Valves	On Site	13	90,506.40		90,506.40	-	90,506.40	90,506.40	90,506.40	-
B-1-19		35489		Mellen - Valves	On Site	13	24,822.20		24,822.20	-	24,822.20	24,822.20	24,822.20	-
B-1-19		35608		Mellen - Valves	On Site	13	44,019.10		44,019.10	-	44,019.10	44,019.10	44,019.10	-
B-1-36		50 Inv		Care and Main - Piping	On Site	13	39,821.77		39,821.77	-	39,821.77	-	39,821.77	-
B-1-11		Pay App 1		Brights	On Site	14	24,682.00		24,682.00	-	24,682.00	-	24,682.00	-
B1-18, 44, 45, 48, 8A2-1		Pay App		Misc Metals Decking	On Site	14	45,000.00		45,000.00	-	45,000.00	20,000.00	20,000.00	25,000.00
B41-1		35785		Valves	On Site	14	50,000.00		50,000.00	-	50,000.00	50,000.00	50,000.00	-
B-1-19		CI 438083		RCF	On Site	14	2,671.00		2,671.00	-	2,671.00	2,671.00	2,671.00	-
B-1-36		U255028		Piping	On Site	14	6,933.75		6,933.75	-	6,933.75	-	6,933.75	-
B-1-05		11766		Broutsers	On Site	14	13,819.66		13,819.66	-	13,819.66	13,819.66	13,819.66	-
B-1-53		2212-15350		Valves	On Site	14	30,555.80		30,555.80	-	30,555.80	-	30,555.80	-
B-1-08		Pay App		Misc Metals Decking	On Site	14	40,000.00		40,000.00	-	40,000.00	40,000.00	40,000.00	-
B-1-36		Check Valves		Check Valves	On Site	15	15,817.55		15,817.55	-	15,817.55	-	15,817.55	-
B-1-15		No Submittal		Submittals	On Site	15	182,064.22		182,064.22	-	182,064.22	182,064.22	182,064.22	-
B-1-14				Plastic Cabinets	On Site	15	18,159.93		18,159.93	-	18,159.93	18,159.93	18,159.93	-

Stored Materials Summary						Contractor's Application for Payment						
Owner: City of David City										Owner's Project No.:		
Engineer: JEO Consulting Group, Inc.										Engineer's Project No.:		
Contractor: Velocity Constructors Inc.										Contractor's Project No.:		
Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686												
Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686												
Application No.: 28						Application Period: From 06/01/25 to 07/01/25				Application Date: 07/07/25		
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored		Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J + K) (\$)	Materials Remaining in Storage (L - I) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)					
B1.36			Check Valves	Onsite	16	15,817.55		15,817.55			-	15,817.55
B1.05	2 Invoices		Pipeline	Onsite	16	42,045.13		42,045.13		42,045.13	42,045.13	-
B1.36	3 Invoices		Piping	Onsite	16	5,042.47		5,042.47				5,042.47
B1.36	00810183		NO Piping	Onsite	16	15,316.81	-	15,316.81				15,316.81
												-
												-
Totals						\$ 1,954,695.58	\$ -	\$ 1,954,695.58	\$ -	\$ 1,627,735.48	\$ 1,627,735.48	\$ 326,960.10

Laura Salyard and Bambi Rands, representing the Daughters of the American Revolution (DAR), introduced themselves and explained the "Hometown Heroes" banner project that they would like to implement in David City. There was discussion regarding the placement of the banners. The Council members would like them placed on the Highway or possibly through the park. The DAR would be responsible for hanging and maintaining the banners. The banners would be eighteen by thirty-six inches.

Council member Kevin Woita made a motion to approve the franchise agreement with Charter Spectrum. 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

## **FRANCHISE AGREEMENT**

**This Franchise Agreement** ("Franchise") is between David City, Nebraska, hereinafter referred to as the "Grantor" and Spectrum Mid-America, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

### **1. Definitions:**

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. "Gross Revenues" means all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Service Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, franchise fee, or sales or utility taxes; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusion available under applicable state law.
- e. "Service Area" shall mean the geographic boundaries of the Grantor.
- f. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter, and the public grounds, places or water within the geographic boundaries of Grantor.
- g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.

- 2. Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets now in existence and as may be created or

established during its terms; any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

3. **Term.** The Franchise shall be for a term ***of ten (10) years***, commencing on the Effective Date of this Franchise as set forth in Section 16. This Franchise will be automatically extended for an additional term of *five (5) years*, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

4. **Use of the Streets and Dedicated Easements.**

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities when available on reasonable terms and conditions.
- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.
- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.

5. **Maintenance of the System.**

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended.

**6. Service.**

- a. Prior to initiating construction in the Franchise Area, Grantee may terminate this Franchise without penalty upon written notice to Grantor.
- b. Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.
- c. The Cable Service will be provided at Grantee's published rate for standard installations if such residence is a Standard Installation. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.
- d. The Grantor shall provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by electronic or certified mail, return receipt requested to the addresses set forth in Section 13 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

**7. Insurance/Indemnity.**

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non owned hired autos	\$1,000,000 per occurrence Combined Single Limit



\$1,000,000 per occurrence

- b. The Grantee shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the negligent actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

## 8. Revocation.

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

9. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this

requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 9 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545

10. **Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.
11. **Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.
12. **Confidentiality.** If Grantee provides any books, records or maps to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books, records or maps marked confidential to any person.
13. **Notices, Miscellaneous.**
  - a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. In accordance with applicable law, Grantee shall provide notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: David City  
Attn: City Clerk  
P.O. Box 191

Email: 557 4<sup>th</sup> Street  
David City, NE 68632  
[tcomte@davidcityne.com](mailto:tcomte@davidcityne.com)

Grantee: Dayton Murty  
Sr. Manager, State Government Affairs  
5400 S. 16<sup>th</sup> Street.  
Lincoln, NE 68512

Email: [dayton.murty@charter.com](mailto:dayton.murty@charter.com)

Copy to: Charter Communications  
Attn: Vice President, Government Affairs  
601 Massachusetts Ave NW, Suite 400W  
Washington, DC 20001

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
  - c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
  - d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.
14. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.
15. **Franchise Fee.**
- a. Grantee shall pay to the Grantor annually an amount equal to five percent (5%) of the Gross Revenues for such calendar year, transmitted by electronic funds transfer to a bank account designated by Grantor. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.
  - b. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a Franchise Fee under this Section 15 shall be reduced by an equivalent amount.

- c. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than ninety (90) days after the end of each calendar year the franchise fees required by this section. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.
16. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise.
17. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this 23rd day of July, 2025

*David City, NE*

Signature: \_\_\_\_\_

Name/Title: Jessica Miller, Mayor

Accepted this \_\_\_\_ day of \_\_\_\_, 20\_\_, subject to applicable federal and state law.

*Spectrum Mid-America, LLC*

By: Charter Communications Inc., its Manager

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Council member Bruce Meysenburg made a motion to designate "E" Street and "D" Street as emergency routes. 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 Rick Holland made a motion to table an online platform for building permits. 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

Mayor Jessica Miller stated that the following item on the agenda was to consider rules and regulations for outdoor uses.

The mayor and council members discussed using tents on a lot and non-permanent structures. Non-permanent structures are addressed in the Zoning Ordinance in Section 4.13. The Council members discussed safety issues and to ask the Fire Marshal for assistance.

Mayor Jessica Miller stated that the following item on the agenda was to consider dates for setting up a Halloween Display.

Marlene Hein introduced herself and stated that she was opposed to the large Halloween display that was already in progress.

Nick Hein introduced himself and stated that he was not in favor of using the tents for a Halloween display.

The Council members discussed the fact that there was no permit for the display.

Mayor Jessica Miller asked City Attorney Michael Sands to draft a letter to the property owner, informing him that he had violated City Ordinances.

Council member Keith Marvin made a motion to adjourn. Council Member Bruce Meysenburg seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 8:06 p.m.

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  
July 23, 2025

I, Tami Comte, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of July 23, 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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Tami Comte, City Clerk