CITY COUNCIL PROCEEDINGS
June 24, 2026

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, 490 E Street, David City, Nebraska. The Public had been advised of the meeting by posting in four places (City Office, U.S. 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 Jeremy Abel, Jim Angell, Rick Holland, Keith Marvin, Kevin Woita, and City Clerk - Treasurer Lori Matchett. City Attorney David Levy attended via zoom. City Administrator Intern Raiko Martinez was absent.

Also, present were: Electric Supervisor Patrick Hoeft, Interim Deputy Clerk Rachel Kahnk, Matt Kalin of JEO Consulting Group, Marlene & Nick Hein, Alan Zavodny, Doug Rix, Trevin & Greg Jahde and Wesley Miller.

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. Mayor Miller read the speaking guidelines for the City Council meeting. She also reminded the public that if they speak tonight in front of the Council that they must state their name and address for the record.

Council President Bruce Meysenburg stated that he wished to amend his comments from the previous meeting regarding the ordinance authorizing the loan for the AGP project. He clarified that he had misspoken when stating the loan had been repaid. The loan, approximately $2.357 million, was for the AGP Trunk Sewer Line to the wastewater treatment plant and is to be repaid through Tax Increment Financing (TIF) funds. He requested that the correction be entered into the record.

Council Member Keith Marvin made a motion to approve the minutes as of the June 10, 2026 meeting, with the addition of the corrected statement from Council President Bruce Meysenburg. 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

Alan Zavodny introduced himself, speaking as a resident of David City said, "Thank you, Madam Mayor, members of the council. You are imbeciles. You're stupid. You're foolish. I can say those things because of the First Amendment. I can also, you can also walk in, and you can say, 'Don't believe everything you hear, protected speech. You can add a swear word to that, still protected speech. You can even be called clowns; that's protected speech. People can all day long say stupid things, and they're protected to do it. They can do it all night long, but what is not protected is defaming someone using libel, which is the written word, or slander, which is the spoken word. The reason I'm bringing this up is that I have not seen anybody compromise their integrity, not the person sitting in that chair, not any of you sitting in these chairs. But what is starting to happen is your ability to conduct the business of your office, and you have to be able to continue doing that, and we need to continue doing that amid all the distractions that are going on. So you can't defame or hurt someone's reputation. So, if there are claims of illegal activity, you have a responsibility to report them. I have not seen any. People cannot continue to say there are legal things happening without providing any substantiation whatsoever. Those things will have to be acted upon if they continue. You can talk about integrity all day long, but if you don't have any, it rings hollow. You can talk about the truth, but if you're dishonest and untruthful, it rings hollow. We need to, as a community, continue to carry on the business of the city, and that happens here, and so anything that's going to happen in the future, there is recourse. Services are the court system. Certain professions have ethics committees that things can be brought. It stops here. If anyone in this room or anybody in the community knows of illegal activity, bring it. It's time. You need to be allowed to do your jobs under the color of your office, so we will continue to do that every day, because something comes up every day. Need to continue to do business, and I'm encouraging you to drown out the noise and the white static that's out there. Thank you, Madam Mayor."

Trevin Jahde addressed the council regarding his proposed Eagle Scout project to renovate a utility shed at the David City Ballpark. As a follow-up to his previous presentation, he requested approval to seek additional funding for the project. Mr. Jahde reported that he had raised approximately $300.00 from local businesses towards the estimated project cost of $1,987.65.

Mayor Jessica Miller suggested that the proposal first be presented to the Parks and Recreation Committee for consideration of potential funding through the City's recreation sales tax allocation. The Park and Recreation Advisory Committee meets Thursday, June 25th, 2026 at 8:00 a.m.

Council Member Keith Marvin made a motion to table update from Trevin Jahde about fundraising for Boy Scout Eagle Project of fixing the shed at the David City Ball Fields to July 8, 2026. 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.

Matt Kalin, JEO Consulting Group, introduced himself and presented the bid results for the Water Treatment Plant Backwash Improvements project. Five responsive bids were received, and JEO recommended awarding the contract to Rutjen's Construction as the lowest responsible bidder in the amount of $265,158, approximately $110,000.00 below the engineer's estimate. He explained that the project is necessary to return backwash water to the treatment system and noted the contractor anticipated beginning work within approximately 45 days. The contract specifies a substantial completion date of October 31, 2026, and a final completion date of November 30, 2026.

During discussion, it was noted that the project may be eligible for State Revolving Fund (SRF) financing as part of the overall water treatment plant improvements. Staff was asked to discuss the funding opportunity with JEO Consulting Group.

Council Member Keith Marvin made a motion to award the contract to Rutjen's Construction in the amount of $265,158.00 for the 2025 Water Treatment Plant Backwash Forcemain. 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.

June 18, 2026

City of David City
490 E Street
David City, NE 68632

RE: David City, Nebraska
2025 Water Treatment Plant Backwash Forcemain
JEO Project No. 251298.00

Dear City Council:

On June 18, 2026, five (5) bids were received by the City of David City for the above-mentioned project. The Bid Tab is enclosed.

The low bidder for the project is Rutjens Construction Inc. from Tilden, Nebraska, submitting a total price of $265,158.00. The Engineer's Estimate was $375,000.

Based on our review of the bids, Rutjens Construction Inc. has provided the appropriate paperwork and is a reputable contractor. It is our recommendation to the City Council to award the project to Rutjens Construction Inc. as the lowest, responsive bidder.

If you have any questions about the recommendation, please feel free to contact me.

Sincerely,

Sarah Nguyen

Sarah Nguyen
Project Engineer

Enclosures – Bid Tab

Bid Tab

PROJECT | 2025 Water Treatment Plant Backwash Forcemain

JEO PROJECT NO. | 251298.00

LOCATION | David City, Nebraska

LETTING | 6/18/2026 at 2:00 PM CST

OPINION OF PROBABLE COST | $375,000

Bidder	Total Base Bid Group A
Rutjens Construction Inc. Tilden, NE	$265,158.00
Obrist & Company Inc. Columbus, NE	$305,190.50
RP Constructors, LLC North Sioux City, SD	$399,807.00
Vrba Construction Inc Schuyler, NE	$406,050.25
MC Wells Contracting, LLC Omaha, NE	$547,452.00

Tab Sheet

PROJECT | 2025 Water Treatment Plant Backwash Forcemain

JEO PROJECT NO. | 251298.00

LOCATION | David City, Nebraska

				Rutjens Construction Inc.		Obrist & Company Inc.	
BASE BID GROUP A – FORCE MAIN							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		$15,000.00		$10,000.00
2	Bonding and Insurance	1	LS		$1,500.00		$5,000.00
3	8" PVC Force Main, SDR 26, RJ, Directionally Bored	2,601	LF	$67.00	$174,267.00	$80.50	$209,380.50
4	8" PVC Force Main, SDR 26	153	LF	$45.00	$6,885.00	$75.00	$11,475.00
5	8" 90° Bend, MJ	3	EA	$711.00	$2,133.00	$650.00	$1,950.00
6	8" 45° Bend, MJ	4	EA	$721.00	$2,884.00	$675.00	$2,700.00
7	Remove Pavement	153	SY	$15.00	$2,295.00	$40.00	$6,120.00
8	6" Concrete Pavement	153	SY	$96.00	$14,688.00	$55.00	$8,415.00
9	Remove Gravel Aggregate	165	SY	$3.00	$495.00	$10.00	$1,650.00
10	Gravel Aggregate	165	SY	$10.00	$1,650.00	$75.00	$12,375.00
11	Geosynthetic Clay Liner	60	LF	$55.00	$3,300.00	$80.00	$4,800.00
12	Connect to Existing Manhole	1	EA	$1,500.00	$1,500.00	$1,500.00	$1,500.00
13	Remove Existing Sanitary Sewer	60	LF	$18.00	$1,080.00	$45.00	$2,700.00
14	Backwash Manhole Improvements	1	LS		$37,481.00		$27,125.00
TOTAL BASE BID GROUP A					$265,158.00		$305,190.50

Tab Sheet

PROJECT | 2025 Water Treatment Plant Backwash Forcemain

JEO PROJECT NO. | 251298.00

LOCATION | David City, Nebraska

				RP Constructors, LLC		Vrba Construction Inc		MC Wells Contracting, LLC	
BASE BID GROUP A – FORCE MAIN									
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		$69,625.00		$20,000.00		$50,000.00
2	Bonding and Insurance	1	LS		$8,328.00		$19,750.00		$25,000.00
3	8" PVC Force Main, SDR 26, RJ, Directionally Bored	2,601	LF	$82.00	$213,282.00	$89.25	$232,139.25	$138.00	$358,938.00
4	8" PVC Force Main, SDR 26	153	LF	$114.00	$17,442.00	$205.25	$31,403.25	$113.00	$17,289.00
5	8" 90° Bend, MJ	3	EA	$1,510.00	$4,530.00	$660.00	$1,980.00	$1,000.00	$3,000.00
6	8" 45° Bend, MJ	4	EA	$1,475.00	$5,900.00	$640.00	$2,560.00	$1,000.00	$4,000.00
7	Remove Pavement	153	SY	$20.00	$3,060.00	$20.70	$3,167.10	$25.00	$3,825.00
8	6" Concrete Pavement	153	SY	$130.00	$19,890.00	$128.80	$19,706.40	$250.00	$38,250.00
9	Remove Gravel Aggregate	165	SY	$7.00	$1,155.00	$22.25	$3,671.25	$20.00	$3,300.00
10	Gravel Aggregate	165	SY	$17.00	$2,805.00	$40.20	$6,633.00	$90.00	$14,850.00
11	Geosynthetic Clay Liner	60	LF	$95.00	$5,700.00	$83.00	$4,980.00	$100.00	$6,000.00
12	Connect to Existing Manhole	1	EA	$6,500.00	$6,500.00	$1,125.00	$1,125.00	$5,000.00	$5,000.00
13	Remove Existing Sanitary Sewer	60	LF	$35.00	$2,100.00	$32.25	$1,935.00	$50.00	$3,000.00
14	Backwash Manhole Improvements	1	LS		$39,490.00		$57,000.00		$15,000.00
TOTAL BASE BID GROUP A					$399,807.00		$406,050.25		$547,452.00

Matt Kalin of JEO Consulting Group presented the bid results for the 2026 Electrical Distribution Improvements Project. Three responsive bids were received. After reviewing the bids, JEO recommended awarding the contract for Groups A, B, and C to Watts Electric Company in the amount of $427,312.14. He explained that the project includes replacement of deteriorated utility poles throughout the city, reconstruction and hardening of an alley distribution line, and installation of an underground electrical line near the former Henningsen/Michael Foods property. Although IES Commercial's bid was close in price, Watt's Electric's ability to self-perform all work, including directional boring, was cited as an advantage in maintaining the project schedule.

Council discussed the condition of the City's electrical infrastructure, project timelines, budget impacts, and whether to delay the award until after the budget process. Staff and JEO advised that several utility poles are in poor condition and that delaying the project could increase costs, jeopardize the construction schedule, and increase the risk of service interruptions. It was also noted that the bid prices are for labor only, with the City providing materials, and that sufficient funds has been budgeted for the project.

Council Member Jeremy Abel made a motion to award the contract for the 2026 Electrical Distribution Improvements Project, Group A, B, and C, to Watts Electric Company in the amount of $427,312.14. 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

June 19, 2026

Pat Hoeft, Electric Supervisor
City of David City
490 E Street
David City, NE 6632

RE: 2026 Electrical Distribution Improvements
David City, Nebraska
JEO Project No. 260990.00

Dear Pat and Members of the Council:

JEO Consulting Group, Inc. (JEO) is pleased to submit this letter of recommendation for the bid opening conducted on June 18, 2026.

JEO received three (3) responsive bids on Thursday, June 18, 2026, for the '2026 Electrical Distribution Improvements' project. The responsive bids ranged in the amount of $127,237.54 - $218,225.55 for Group A, $144,147.87 - $197,733.35 for Group B, and $144,316.50 - $314,091.10 for Group C, with the bid tab included. The Engineer's estimates were $82,000 for Group A, $97,000 for Group B, and $147,000 for Group C ($326,000 for all Groups).

JEO has completed a thorough review of all bids received. We recommend that the Owner accept the lowest responsive bid for the combination of all three (3) Groups submitted by Watts Electric Company (Watts) in the amount of $427,312.14.

The '2026 Electrical Distribution Improvements' project is required to replace critical power poles, harden electrical infrastructure, and upgrade to underground to alleviate electrical clearance concerns. Watts has demonstrated experience on project(s) completed with JEO.

If you have any questions and/or concerns, do not hesitate to contact me via email at mkalin@jeo.com or mobile phone at 402.360.0217.

Respectfully submitted,

Matt E. Kalin

Matt E. Kalin, PE
Electrical Senior Project Manager

MEK:mlc
Enclosure

Bid Tab

PROJECT | 2026 Electrical Distribution Improvements

JEO PROJECT NO. | 260990.00

LOCATION | David City, NE

LETTING | June 18, 2026 @ 3:00 pm

OPINION OF PROBABLE COST | Group A - $82,000, Group B - $97,000, Group C - 147,000

Bidder	Total Group A	Total Group B	Total Group C	Total Groups A, B, & C
Watts Electric Company Waverly, NE	$134,802.68	$144,147.87	$148,361.59	$427,312.14
IES Commercial Inc. Holdrege, NE	$127,237.54	$159,314.61	*$144,316.50*	*$430,868.65*
Altitude Energy, LLC Keenesburg, CO	*$218,225.55*	$197,733.35	$314,091.10	*$730,050.00*

Numbers highlighted and in italics indicate an irreularity in the contractor's original bid form.

Tab Sheet

PROJECT | 2026 Electrical Distribution Improvements

JEO PROJECT NO. | 260990.00

LOCATION | David City, NE

				Watts Electric Co.		IES Commercial, Inc.	
GROUP A							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
POLES							
1	35/3 WOOD	4	EA	$954.50	$3,818.00	$1,941.89	$7,767.56
2	40/2 WOOD	2	EA	$996.00	$1,992.00	$2,243.55	$4,487.10
3	40/3 WOOD	1	EA	$996.00	$996.00	$2,243.55	$2,243.55
4	45/2 WOOD	3	EA	$1,037.50	$3,112.50	$2,545.20	$7,635.60
POLE TOP ASSEMBLIES							
5	A1-11F	1	EA	$361.05	$361.05	$245.09	$245.09
6	A6-21F	1	EA	$798.00	$798.00	$612.73	$612.73
7	B1-41F	1	EA	$532.00	$532.00	$678.72	$678.72
8	C1-13F	1	EA	$570.00	$570.00	$400.63	$400.63
9	C1-1F	2	EA	$570.00	$1,140.00	$424.20	$848.40
10	C5-70	4	EA	$1,064.00	$4,256.00	$754.13	$3,016.52
11	C5-71F	2	EA	$950.00	$1,900.00	$593.88	$1,187.76
12	C6-51F	1	EA	$1,330.00	$1,330.00	$1,343.30	$1,343.30
13	E7-1	5	EA	$570.00	$2,850.00	$478.40	$2,392.00
14	OH E9-1	4	EA	$608.00	$2,432.00	$626.87	$2,507.48
15	E9-1	3	EA	$608.00	$1,824.00	$181.46	$544.38
16	DBL E9-1 XARM	1	EA	$646.00	$646.00	$362.93	$362.93
17	F1-1S	7	EA	$304.00	$2,128.00	$369.53	$2,586.71
18	J2-1	6	EA	$133.05	$798.30	$98.04	$588.24
19	J3-1	9	EA	$171.05	$1,539.45	$116.42	$1,047.78
20	M2-11	10	EA	$266.00	$2,660.00	$158.37	$1,583.70
21	M5-10	1	EA	$171.05	$171.05	$339.36	$339.36
22	M5-5	13	EA	$114.00	$1,482.00	$85.78	$1,115.14
23	M5-8	1	EA	$323.05	$323.05	$339.36	$339.36

				Watts Electric Co.		IES Commercial, Inc.	
24	UM8-3	2	EA	$1,710.00	$3,420.00	$1,225.47	$2,450.94
25	UM8-6	1	EA	$760.00	$760.00	$1,041.65	$1,041.65
			WIRE / CONDUIT				
26	600V 4/0 AL UG	240	FT	$6.01	$1,442.40	$4.52	$1,084.80
27	1Ø/2W #6 DUPLEX	83	FT	$7.44	$617.52	$22.44	$1,862.52
28	(1) 2" BORING	41	FT	$288.02	$11,808.82	$46.91	$1,923.31
29	2" HDPE, SDR 13.5	52	FT	$1.21	$62.92	$0.00	$0.00
			TRANSFERS				
30	1Ø/1W PRIMARY RISER	1	EA	$1,015.00	$1,015.00	$1,055.79	$1,055.79
31	3Ø/4W OH PRIMARY	11	EA	$2,034.24	$22,376.64	$876.68	$9,643.48
32	2Ø/3W OH PRIMARY	1	EA	$950.00	$950.00	$650.44	$650.44
33	1Ø/2W OH PRIMARY	4	EA	$615.00	$2,460.00	$593.88	$2,375.52
34	1Ø/2W SUG	1	EA	$580.00	$580.00	$848.40	$848.40
35	COMMUNICATION/DATA LINE	32	EA	$400.00	$12,800.00	$452.48	$14,479.36
36	DUPLEX	7	EA	$560.00	$3,920.00	$424.20	$2,969.40
37	TRIPLEX	3	EA	$600.00	$1,800.00	$509.04	$1,527.12
38	E1-1 COMM	8	EA	$580.00	$4,640.00	$554.29	$4,434.32
39	JUNCTION BOX	1	EA	$500.00	$500.00	$650.44	$650.44
40	M5-9	4	EA	$180.00	$720.00	$271.49	$1,085.96
41	PHOTOCELL	1	EA	$40.00	$40.00	$197.96	$197.96
42	STREET LIGHT	5	EA	$600.00	$3,000.00	$707.00	$3,535.00
43	UM8-3	1	EA	$800.00	$800.00	$1,131.20	$1,131.20
44	UM8-6 COMMUNICATION/DATA	1	EA	$520.00	$520.00	$452.48	$452.48
			REMOVALS				
45	1Ø/2W DUPLEX	46	FT	$7.70	$354.20	$9.80	$450.80
46	1Ø/3W SECONDARY UG SERVICE	60	FT	$15.40	$924.00	$9.80	$588.00
47	1Ø PRIMARY DOUBLE DEADEND PTA	1	EA	$211.75	$211.75	$353.50	$353.50
48	1Ø PRIMARY PTA	1	EA	$192.50	$192.50	$212.10	$212.10
49	2Ø PRIMARY PTA	1	EA	$288.75	$288.75	$273.37	$273.37
50	3Ø PRIMARY DEADEND PTA	6	EA	$577.50	$3,465.00	$320.51	$1,923.06
51	3Ø PRIMARY DOUBLE DEADEND PTA	1	EA	$770.00	$770.00	$377.07	$377.07

				Watts Electric Co.		IES Commercial, Inc.	
52	3Ø PRIMARY PTA	3	EA	$385.00	$1,155.00	$226.24	$678.72
53	ANCHOR	6	EA	$96.25	$577.50	$207.39	$1,244.34
54	DOWN GUY	9	EA	$250.25	$2,252.25	$180.99	$1,628.91
55	M5-5 / M5-8 / M5-10	19	EA	$96.25	$1,828.75	$82.95	$1,576.05
56	OH GUY	3	EA	$288.75	$866.25	$220.58	$661.74
57	POLE	10	EA	$577.50	$5,775.00	$1,698.68	$16,986.80
58	SECONDARY ASSEMBLY (EYEBOLT, J1-1, J2-1, J5-1, J5-1A)	12	EA	$288.75	$3,465.00	$71.64	$859.68
59	UM8-3	2	EA	$288.75	$577.50	$754.13	$1,508.26
60	UM8-6	1	EA	$154.00	$154.00	$641.01	$641.01
SUBTOTAL GROUP A					$134,750.15		$127,237.54
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP A @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					$52.53		$0.00
TOTAL GROUP A					$134,802.68		$127,237.54

GROUP B							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
POLES							
1	40/4 WOOD	1	EA	$996.00	$996.00	$2,243.55	$2,243.55
2	45/2 WOOD	4	EA	$1,037.50	$4,150.00	$2,545.20	$10,180.80
3	45/3 WOOD	4	EA	$1,037.50	$4,150.00	$2,545.20	$10,180.80
POP TOP ASSEMBLIES							
4	C1-41F	4	EA	$570.00	$2,280.00	$443.05	$1,772.20
5	C5-70	3	EA	$1,064.00	$3,192.00	$754.13	$2,262.39
6	C6-31F	1	EA	$1,140.00	$1,140.00	$1,272.60	$1,272.60
7	C6-51F	2	EA	$1,330.00	$2,660.00	$1,343.30	$2,686.60
8	E9-1	4	EA	$608.00	$2,432.00	$181.46	$725.84
9	F1-1S	4	EA	$304.00	$1,216.00	$369.53	$1,478.12
10	J3-1	10	EA	$171.05	$1,710.50	$116.42	$1,164.20
11	M2-11	8	EA	$266.00	$2,128.00	$158.37	$1,266.96
12	M5-5	10	EA	$114.00	$1,140.00	$85.78	$857.80
13	UA8-3CF	1	EA	$3,230.00	$3,230.00	$2,477.33	$2,477.33
TRANSFORMERS							
14	G3-1C	1	EA	$1,254.00	$1,254.00	$1,809.92	$1,809.92
WIRE / CONDUIT							
15	#1/0 ACSR OH PRIMARY	1,829	FT	$23.92	$43,749.68	$9.21	$16,845.09

				Watts Electric Co.		IES Commercial, Inc.	
TRANSFERS							
16	3Ø/3W UG PRIMARY	1	EA	$1,000.00	$1,000.00	$2,686.60	$2,686.60
17	3Ø/4W OH PRIMARY	3	EA	$1,409.09	$4,227.27	$876.68	$2,630.04
18	E1-1 COMM	3	EA	$580.00	$1,740.00	$554.29	$1,662.87
19	1Ø OH TRANSFORMER	11	EA	$100.00	$1,100.00	$1,791.07	$19,701.77
20	G1-9B	3	EA	$720.00	$2,160.00	$1,791.07	$5,373.21
21	G3-1C	2	EA	$1,400.00	$2,800.00	$3,699.97	$7,399.94
22	J6-1	4	EA	$740.00	$2,960.00	$1,131.20	$4,524.80
23	J6-1 CT	1	EA	$1,100.00	$1,100.00	$1,376.29	$1,376.29
24	LEADHEAD	3	EA	$40.00	$120.00	$707.00	$2,121.00
25	TRIPLEX	10	EA	$600.00	$6,000.00	$509.04	$5,090.40
26	COMMUNICATION/DATA LINE	23	EA	$400.00	$9,200.00	$452.48	$10,407.04
27	QUADRUPLEX	4	EA	$700.00	$2,800.00	$650.44	$2,601.76
28	STREET LIGHT	3	EA	$600.00	$1,800.00	$707.00	$2,121.00
29	UM8-4	1	EA	$800.00	$800.00	$1,187.76	$1,187.76
REMOVALS							
30	3Ø 4 WIRE OH PRIMARY	453	FT	$7.70	$3,488.10	$4.52	$2,047.56
31	1Ø/2W DUPLEX	179	FT	$7.70	$1,378.30	$9.80	$1,754.20
32	3Ø/4W QUADRUPLEX	166	FT	$8.47	$1,406.02	$6.79	$1,127.14
33	3Ø OH TRANSFORMER PLATFORM ASSEMBLY	1	EA	$1,347.50	$1,347.50	$1,249.03	$1,249.03
34	3Ø PRIMARY DEADEND PTA	3	EA	$577.50	$1,732.50	$320.51	$961.53
35	3Ø PRIMARY DOUBLE DEADEND PTA	3	EA	$770.00	$2,310.00	$377.07	$1,131.21
36	3Ø PRIMARY PTA	5	EA	$385.00	$1,925.00	$226.24	$1,131.20
37	3Ø/3W PRIMARY RISER	1	EA	$866.25	$866.25	$622.16	$622.16
38	ANCHOR	1	EA	$96.25	$96.25	$207.39	$207.39
39	DOWN GUY	3	EA	$250.25	$750.75	$180.99	$542.97
40	DUPLEX	7	EA	$288.75	$2,021.25	$245.09	$1,715.63
41	M5-4	1	EA	$57.75	$57.75	$33.94	$33.94
42	M5-5 / M5-8 / M5-10	4	EA	$96.25	$385.00	$82.95	$331.80
43	POLE	10	EA	$577.50	$5,775.00	$1,698.68	$16,986.80

				Watts Electric Co.		IES Commercial, Inc.	
22	600V #6 AL UG	483	FT	$6.44	$3,110.52	$2.83	$1,366.89
23	600V 4/0 AL UG	588	FT	$6.01	$3,533.88	$4.52	$2,657.76
24	2" RMC SECONDARY RISER CONDUIT	25	FT	$13.05	$326.25	$0.00	$0.00
25	(1) 2" BORING	221	FT	$56.55	$12,497.55	$46.91	$10,367.11
26	(3) 2" BORING	154	FT	$71.97	$11,083.38	$46.91	$7,224.14
27	2" HDPE, SDR 13.5	791	FT	$1.21	$957.11	$0.00	$0.00
28	(3) 3" HDPE BORING	510	FT	$78.44	$40,004.40	$65.12	$33,211.20
29	3" HDPE, SDR 13.5	1,614	FT	$1.21	$1,952.94	$0.00	$0.00
	TRANSFERS						
30	3Ø/4W UG SEC	2	EA	$700.00	$1,400.00	$2,064.44	$4,128.88
31	3Ø/4W OH PRIMARY	2	EA	$2,100.00	$4,200.00	$876.68	$1,753.36
32	COMMUNICATION/DATA LINE	3	EA	$400.00	$1,200.00	$452.48	$1,357.44
33	S2-1	6	EA	$300.00	$1,800.00	$384.61	$2,307.66
34	Y3-3	1	EA	$3,000.00	$3,000.00	$2,156.82	$2,156.82
	REMOVALS						
35	3Ø 4 WIRE OH PRIMARY	478	FT	$7.70	$3,680.60	$4.52	$2,160.56
36	1Ø/3W TRIPLEX	100	FT	$7.70	$770.00	$5.28	$528.00
37	3Ø/4W QUADRUPLEX	80	FT	$7.70	$616.00	$6.79	$543.20
38	OH TRANSFORMER	3	EA	$327.25	$981.75	$573.14	$1,719.42
39	3Ø OH TRANSFORMER PLATFORM ASSEMBLY	1	EA	$1,347.50	$1,347.50	$1,249.03	$1,249.03
40	3Ø PRIMARY PTA	2	EA	$385.00	$770.00	$226.24	$452.48
41	ANCHOR	1	EA	$96.25	$96.25	$207.39	$207.39
42	DOWN GUY	2	EA	$250.25	$500.50	$180.99	$361.98
43	H-STRUCTURE PRIMARY PTA	2	EA	$770.00	$1,540.00	$1,390.43	$2,780.86
44	UM8-6	2	EA	$154.00	$308.00	$641.01	$1,282.02
45	J6-1	1	EA	$327.25	$327.25	$377.07	$377.07
46	POLE	4	EA	$577.50	$2,310.00	$1,698.68	$6,794.72
47	SECONDARY ASSEMBLY (EYEBOLT, J1-1, J2-1, J5-1, J5-1A)	6	EA	$288.75	$1,732.50	$71.64	$429.84
	SUBTOTAL GROUP C				$148,338.71		*$144,316.50*
	SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP C @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)				$22.88		$0.00
	TOTAL GROUP C				$148,361.59		*$144,316.50*
	TOTAL ALL GROUPS A, B, & C				$427,312.14		*$430,868.65*

Tab Sheet

PROJECT | 2026 Electrical Distribution Improvements

JEO PROJECT NO. | 260990.00

LOCATION | David City, NE

				Altitude Energy, LLC	
GROUP A					
Item	Description	Qty.	Unit	Unit Price	Total
POLES					
1	35/3 WOOD	4	EA	$4,000.00	$16,000.00
2	40/2 WOOD	2	EA	$4,000.00	$8,000.00
3	40/3 WOOD	1	EA	$4,000.00	$4,000.00
4	45/2 WOOD	3	EA	$4,000.00	$12,000.00
POLE TOP ASSEMBLIES					
5	A1-11F	1	EA	$1,000.00	$1,000.00
6	A6-21F	1	EA	$1,000.00	$1,000.00
7	B1-41F	1	EA	$2,000.00	$2,000.00
8	C1-13F	1	EA	$3,000.00	$3,000.00
9	C1-1F	2	EA	$3,000.00	$6,000.00
10	C5-70	4	EA	$3,750.00	$15,000.00
11	C5-71F	2	EA	$3,750.00	$7,500.00
12	C6-51F	1	EA	$3,750.00	$3,750.00
13	E7-1	5	EA	$500.00	$2,500.00
14	OH E9-1	4	EA	$500.00	$2,000.00
15	E9-1	3	EA	$250.00	$750.00
16	DBL E9-1 XARM	1	EA	$500.00	$500.00
17	F1-1S	7	EA	$500.00	$3,500.00
18	J2-1	6	EA	$50.00	$300.00
19	J3-1	9	EA	$50.00	$450.00
20	M2-11	10	EA	$150.00	$1,500.00
21	M5-10	1	EA	$200.00	$200.00
22	M5-5	13	EA	$200.00	$2,600.00
23	M5-8	1	EA	$1,250.00	$1,250.00

				Altitude Energy, LLC	
24	UM8-3	2	EA	$2,500.00	$5,000.00
25	UM8-6	1	EA	$2,500.00	$2,500.00
	WIRE / CONDUIT				
26	600V 4/0 AL UG	240	FT	$20.00	$4,800.00
27	1Ø/2W #6 DUPLEX	83	FT	$20.00	$1,660.00
28	(1) 2" BORING	41	FT	$100.00	$4,100.00
29	2" HDPE, SDR 13.5	52	FT	$12.00	$624.00
	TRANSFERS				
30	1Ø/1W PRIMARY RISER	1	EA	$2,500.00	$2,500.00
31	3Ø/4W OH PRIMARY	11	EA	$2,000.00	$22,000.00
32	2Ø/3W OH PRIMARY	1	EA	$1,250.00	$1,250.00
33	1Ø/2W OH PRIMARY	4	EA	$1,000.00	$4,000.00
34	1Ø/2W SUG	1	EA	$1,000.00	$1,000.00
35	COMMUNICATION/DATA LINE	32	EA	$350.00	$11,200.00
36	DUPLEX	7	EA	$350.00	$2,450.00
37	TRIPLEX	3	EA	$350.00	$1,050.00
38	E1-1 COMM	8	EA	$350.00	$2,800.00
39	JUNCTION BOX	1	EA	$350.00	$350.00
40	M5-9	4	EA	$200.00	$800.00
41	PHOTOCELL	1	EA	$250.00	$250.00
42	STREET LIGHT	5	EA	$350.00	$1,750.00
43	UM8-3	1	EA	$2,500.00	$2,500.00
44	UM8-6 COMMUNICATION/DATA	1	EA	$2,500.00	$2,500.00
	REMOVALS				
45	1Ø/2W DUPLEX	46	FT	$20.00	$920.00
46	1Ø/3W SECONDARY UG SERVICE	60	FT	$15.00	$900.00
47	1Ø PRIMARY DOUBLE DEADEND PTA	1	EA	$750.00	$750.00
48	1Ø PRIMARY PTA	1	EA	$250.00	$250.00
49	2Ø PRIMARY PTA	1	EA	$500.00	$500.00
50	3Ø PRIMARY DEADEND PTA	6	EA	$1,000.00	$6,000.00
51	3Ø PRIMARY DOUBLE DEADEND PTA	1	EA	$1,250.00	$1,250.00

				Altitude Energy, LLC	
52	3Ø PRIMARY PTA	3	EA	$1,000.00	$3,000.00
53	ANCHOR	6	EA	$350.00	$2,100.00
54	DOWN GUY	9	EA	$150.00	$1,350.00
55	M5-5 / M5-8 / M5-10	19	EA	$100.00	$1,900.00
56	OH GUY	3	EA	$200.00	$600.00
57	POLE	10	EA	$1,000.00	$10,000.00
58	SECONDARY ASSEMBLY (EYEBOLT, J1-1, J2-1, J5-1, J5-1A)	12	EA	$50.00	*$600.00*
59	UM8-3	2	EA	$1,000.00	$2,000.00
60	UM8-6	1	EA	$1,000.00	$1,000.00
	SUBTOTAL GROUP A				***$203,004.00***
	SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP A @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)				$15,221.55
	TOTAL GROUP A				***$218,225.55***
		GROUP B			
Item	**Description**	**Qty.**	**Unit**	**Unit Price**	**Total**
		POLES			
1	40/4 WOOD	1	EA	$4,000.00	$4,000.00
2	45/2 WOOD	4	EA	$4,000.00	$16,000.00
3	45/3 WOOD	4	EA	$4,000.00	$16,000.00
		POP TOP ASSEMBLIES			
4	C1-41F	4	EA	$3,000.00	$12,000.00
5	C5-70	3	EA	$3,750.00	$11,250.00
6	C6-31F	1	EA	$3,750.00	$3,750.00
7	C6-51F	2	EA	$3,750.00	$7,500.00
8	E9-1	4	EA	$250.00	$1,000.00
9	F1-1S	4	EA	$500.00	$2,000.00
10	J3-1	10	EA	$50.00	$500.00
11	M2-11	8	EA	$150.00	$1,200.00
12	M5-5	10	EA	$200.00	$2,000.00
13	UA8-3CF	1	EA	$2,500.00	$2,500.00
		TRANSFORMERS			
14	G3-1C	1	EA	$500.00	$500.00
		WIRE / CONDUIT			
15	#1/0 ACSR OH PRIMARY	1,829	FT	$12.00	$21,948.00

				Altitude Energy, LLC	
TRANSFERS					
16	3Ø/3W UG PRIMARY	1	EA	$2,500.00	$2,500.00
17	3Ø/4W OH PRIMARY	3	EA	$2,000.00	$6,000.00
18	E1-1 COMM	3	EA	$350.00	$1,050.00
19	1Ø OH TRANSFORMER	11	EA	$750.00	$8,250.00
20	G1-9B	3	EA	$750.00	$2,250.00
21	G3-1C	2	EA	$750.00	$1,500.00
22	J6-1	4	EA	$50.00	$200.00
23	J6-1 CT	1	EA	$50.00	$50.00
24	LEADHEAD	3	EA	$50.00	$150.00
25	TRIPLEX	10	EA	$350.00	$3,500.00
26	COMMUNICATION/DATA LINE	23	EA	$350.00	$8,050.00
27	QUADRUPLEX	4	EA	$350.00	$1,400.00
28	STREET LIGHT	3	EA	$350.00	$1,050.00
29	UM8-4	1	EA	$2,500.00	$2,500.00
REMOVALS					
30	3Ø 4 WIRE OH PRIMARY	453	FT	$10.00	$4,530.00
31	1Ø/2W DUPLEX	179	FT	$10.00	$1,790.00
32	3Ø/4W QUADRUPLEX	166	FT	$20.00	$3,320.00
33	3Ø OH TRANSFORMER PLATFORM ASSEMBLY	1	EA	$2,000.00	$2,000.00
34	3Ø PRIMARY DEADEND PTA	3	EA	$1,000.00	$3,000.00
35	3Ø PRIMARY DOUBLE DEADEND PTA	3	EA	$1,250.00	$3,750.00
36	3Ø PRIMARY PTA	5	EA	$1,000.00	$5,000.00
37	3Ø/3W PRIMARY RISER	1	EA	$1,000.00	$1,000.00
38	ANCHOR	1	EA	$350.00	$350.00
39	DOWN GUY	3	EA	$150.00	$450.00
40	DUPLEX	7	EA	$500.00	$3,500.00
41	M5-4	1	EA	$100.00	$100.00
42	M5-5 / M5-8 / M5-10	4	EA	$100.00	$400.00
43	POLE	10	EA	$1,000.00	$10,000.00

				Altitude Energy, LLC	
44	QUADRUPLEX	6	EA	$500.00	$3,000.00
45	SECONDARY ASSEMBLY (EYEBOLT, J1-1, J2-1, J5-1, J5-1A)	18	EA	$50.00	$900.00
46	TRIPLEX CONNECTION	1	EA	$250.00	$250.00
SUBTOTAL GROUP B					$183,938.00
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP B @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					$13,795.35
TOTAL GROUP B					$197,733.35

GROUP C					
Item	Description	Qty.	Unit	Unit Price	Total
POLES					
1	40/2 WOOD	2	EA	$4,000.00	$8,000.00
POP TOP ASSEMBLIES					
2	C1-13F	1	EA	$3,000.00	$3,000.00
3	C5-71F	2	EA	$3,750.00	$7,500.00
4	E9-1	4	EA	$250.00	$1,000.00
5	F1-1S	4	EA	$500.00	$2,000.00
6	M2-11	3	EA	$150.00	$450.00
7	UA8-3CF	2	EA	$2,500.00	$5,000.00
UNDERGROUND DISTRIBUTION MATERIALS					
8	10 KV (8.4 KV MCOV) ELBOW ARRESTER	3	EA	$1,000.00	$3,000.00
9	15 KV 200A ELBOW, 1/0 AL	3	EA	$2,000.00	$6,000.00
10	15KV CABLE TERMINATION WITH TWO HOLE SPADE, 1/0 AL	3	EA	$2,250.00	$6,750.00
11	15KV CABLE TERMINATION WITH TWO HOLE SPADE, 500 MCM AL	6	EA	$2,250.00	$13,500.00
12	PAD MOUNT SWITCHGEAR GROUND ASSEMBLY	1	EA	$350.00	$350.00
13	PMH-9 WITH BASEMENT	1	EA	$8,000.00	$8,000.00
TRANSFORMERS					
14	112.5 kVA, 3Ø, PAD-MOUNT TRANSFORMER	1	EA	$5,750.00	$5,750.00
15	TRANSFORMER BASEMENT, 3Ø	1	EA	$2,250.00	$2,250.00
16	TRANSFORMER GROUND ASSEMBLY, 3Ø	1	EA	$350.00	$350.00
WIRE / CONDUIT					
17	1/0 AL UG, 15 kV FN	552	FT	$21.00	$11,592.00
18	500 MCM AL UG, 15kV 1/3 NEUTRAL	1,710	FT	$22.00	$37,620.00
19	2" LONG RADIUS SWEEP/ELBOW	9	EA	$150.00	$1,350.00
20	2" EXPANSION JOINT	1	EA	$150.00	$150.00
21	3" LONG RADIUS SWEEP/ELBOW	21	EA	$150.00	$3,150.00

				Altitude Energy, LLC	
22	600V #6 AL UG	483	FT	$11.00	$5,313.00
23	600V 4/0 AL UG	588	FT	$11.00	$6,468.00
24	2" RMC SECONDARY RISER CONDUIT	25	FT	$20.00	$500.00
25	(1) 2" BORING	221	FT	$60.00	$13,260.00
26	(3) 2" BORING	154	FT	$75.00	$11,550.00
27	2" HDPE, SDR 13.5	791	FT	$12.00	$9,492.00
28	(3) 3" HDPE BORING	510	FT	$90.00	$45,900.00
29	3" HDPE, SDR 13.5	1,614	FT	$12.00	$19,368.00
TRANSFERS					
30	3Ø/4W UG SEC	2	EA	$3,000.00	$6,000.00
31	3Ø/4W OH PRIMARY	2	EA	$3,000.00	$6,000.00
32	COMMUNICATION/DATA LINE	3	EA	$3,000.00	$9,000.00
33	S2-1	6	EA	$500.00	$3,000.00
34	Y3-3	1	EA	$3,500.00	$3,500.00
REMOVALS					
35	3Ø 4 WIRE OH PRIMARY	478	FT	$10.00	$4,780.00
36	1Ø/3W TRIPLEX	100	FT	$10.00	$1,000.00
37	3Ø/4W QUADRUPLEX	80	FT	$10.00	$800.00
38	OH TRANSFORMER	3	EA	$500.00	$1,500.00
39	3Ø OH TRANSFORMER PLATFORM ASSEMBLY	1	EA	$2,000.00	$2,000.00
40	3Ø PRIMARY PTA	2	EA	$1,000.00	$2,000.00
41	ANCHOR	1	EA	$350.00	$350.00
42	DOWN GUY	2	EA	$150.00	$300.00
43	H-STRUCTURE PRIMARY PTA	2	EA	$3,500.00	$7,000.00
44	UM8-6	2	EA	$1,000.00	$2,000.00
45	J6-1	1	EA	$50.76	$50.76
46	POLE	4	EA	$996.00	$3,984.00
47	SECONDARY ASSEMBLY (EYEBOLT, J1-1, J2-1, J5-1, J5-1A)	6	EA	$50.00	$300.00
SUBTOTAL GROUP C					$292,177.76
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP C @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					$21,913.34
TOTAL GROUP C					$314,091.10
TOTAL ALL GROUPS A, B, & C					*$730,050.00*

Council Member Jim Angell made a motion to table consideration of changing companies for RO Water Plant Chemicals to Garratt Callahan. 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

The council considered the annual rental agreement with David City Public Schools for use of softball, football field, track, and auditorium. Staff reported the agreement remained unchanged from the previous year, with a total rental fee of $4,390.00.

During the discussion, Mayor Jessica Miller provided an update on the football field goal posts. A donor has agreed to sponsor the new goal posts and sleeves to accommodate both 8-man and 11-man football. The City will be responsible only for the labor to install the sleeves and goal posts.

Council Member Keith Marvin made a motion to approve the Rental Agreement with David City High School for Softball, Auditorium, Football Fields, and Track Rental. 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.

FACILITY USE AGREEMENT

This **FACILITY USE AGREEMENT** (“**Agreement**”) is effective as of the date last written below by a Party (the “**Effective Date**”) and is by and between the **CITY OF DAVID CITY, NEBRASKA**, a municipal corporation and city of the second class (“**City**”) and **DAVID CITY PUBLIC SCHOOLS**, a Nebraska political subdivision and school district (District No. 12-0056-000) (“**DCPS**”). This Agreement refers to City and DCPS collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, City owns that certain real property in David City, Butler County, Nebraska, as described and depicted in **EXHIBIT A**, attached hereto and incorporated herein (“**Property**”); and

WHEREAS, the David City Football Stadium (“**Stadium**”), the David City Auditorium (“**Auditorium**”) and the gymnasium within the Auditorium (“**Gym**”) are located on the Property (collectively, the “**Facilities**”); and

WHEREAS, DCPS desires to use the Stadium, Auditorium and Gym for various scholastic, athletic and social purposes; and

WHEREAS, the Parties wish to execute this Agreement to define the terms and conditions under which DCPS may use the Facilities.

AGREEMENT

IN CONSIDERATION OF the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which the Parties acknowledge and accept, the Parties agree as follows:

1. **USE OF FACILITIES**. City shall allow DCPS to utilize the Facilities for the activities as provided below (“**Permitted Activity**”) or “**Permitted Activities**”).

A. Stadium. DCPS may use the Stadium and all appurtenances, facilities and amenities thereto for the following Permitted Activities:

i. Up to four (4) regular season varsity football games;

ii. Up to three (3) post-season varsity football games, with City's prior written consent;

iii. Up to three (3) regular season junior-varsity football games;

iv. Up to three (3) middle school football games;

v. One (1) football scrimmage;

vii. One (1) middle school track meet; and

viii. Up to fifty (50) regular, in-season practices for middle school and high school boys' and girls' sports.

B. Auditorium. DCPS may use the Auditorium, including all appurtenances and facilities thereto and the Gym, for the following Permitted Activities:

i. Regular in-season middle school basketball practice; and

ii. Use of the locker facilities therein for middle school and high school sports; and

iii. One (1) David City High School Prom.

C. Gym. DCPS may reserve and use the Gym on an hourly-basis, subject to the Gym Rental Payment (defined below), for any Permitted Activity. City may allow DCPS to use the Gym for a non-Permitted Activity by providing its prior written consent.

D. Miscellaneous. City may allow DCPS to utilize the Facilities for other purposes not described herein by providing DCPS its prior written consent. City may, in its sole discretion, require DCPS to provide additional payments for the right use the Stadium or Auditorium for such non-Permitted Activity.

2. **TERM**. This Agreement shall last for one (1) year beginning on the Effective Date ("**Term**").

3. **RENTAL PAYMENTS**. In consideration of City allowing DCPS to utilize the Facilities, DCPS shall provide the following payments in addition to any amounts City charges DCPS for miscellaneous uses as Section 1(D) herein contemplates:

A. Annual Rental Payment. City a lump-sum payment equal to Four Thousand, Three Hundred Ninety and 00/100 Dollars ($4,390.00) ("**Annual Rental Payment**"). The Annual Rental Payment is due and payable from DCPS to City within thirty (30) days of the Effective Date. The City may allow DCPS to remit the Annual Rental Payment in installments with its prior written consent.

B. Additional Practice Payment. DCPS shall pay to City Thirty and 00/100 Dollars ($30.00) for every practice held on the Facilities in excess of fifty (50) ("**Additional Practice Payment**"). The Additional Practice Payment shall be due and payable to City no later than thirty (30) days prior to the final day of the Term.

C. Gym Rental Payment. DCPS shall pay to City Twenty Dollars and Zero Cents ($20.00) per hour that DCPS reserves the Gym ("**Gym Rental Payment**"). DCPS shall remit the Gym Rental Payment to City prior to each instance DCPS wishes to reserve the Gym for its use.

4. **SCHEDULING**. On the first business day of the first month after the Effective Date, and on the first business day of each month thereafter, DCPS shall provide City with a written schedule of all Permitted Activities for which DCPS intends to use the Facilities during the following month. Such schedule shall include the date and time of each event, expected attendance, and any other information the City may request DCPS to provide.

5. **CONCESSIONS**. DCPS may sell food, non-alcoholic beverages, and other consumable concession products at the Facilities during the Permitted Activities, subject to the following:

A. DCPS shall secure and maintain all necessary permits associated with the sale of concession products;

B. DCPS shall be solely responsible for compliance with all necessary laws, regulations, and statutes pertaining to the sale of concession products;

C. DCPS shall be solely responsible for payment of all applicable state and federal taxes relating to its selling of concession products, including but not limited to sales and use tax and income tax; and

D. City may terminate DCPS' right to sell concession products on the Facilities at any time with written notice to DCPS.

6. **NO REPRESENTATIONS**. City makes no representations regarding the conditions of the Facilities, their suitability for a particular purpose, or otherwise any warranty, express or implied, regarding the Property, Facilities or any amenities or appurtenances thereto.

7. **UTILITIES**. City shall pay or cause to be paid all charges for gas, electricity, water, sewer, telephone or other communication services and all other utilities servicing the Facilities utilize throughout the Term.

8. **MAINTENANCE AND REPAIRS**. City shall, at its sole expense, provide for all general repairs and maintenance of the Facilities, including but not limited to grass mowing, snow removal, maintenance of restrooms, regular painting of the football field and other general upkeep. DCPS shall maintain the Facilities and Property in a clean, safe and good condition and keep and return the same in at least as good condition as they currently exist or may be improved, ordinary wear and tear excepted.

9. **DAMAGE**. DCPS shall, at its sole expense, repair all damage to the Property, Facilities, and any other appurtenances, equipment, facilities, or personal property thereon, that DCPS, its agents, invitees, licensees, employees, or assigns causes, whether intentional, negligent, or otherwise.

10. **ALTERATIONS AND IMPROVEMENTS**. DCPS shall not make any improvements or alterations to the Premises without the City's prior written consent. DCPS shall hold the City harmless from any costs, liens, or damages that any alteration or improvement work DCPS permits on the Property or Facilities causes and shall immediately discharge any lien filed for services or material furnished for

such work. Any improvements, alterations, repairs, additions or personal property remaining on the Property or Facilities after the expiration of this Agreement shall become City's property.

11. **SIGNAGE**. DCPS shall not erect or place or allow the erection or placing of any signs or other similar materials on the Property or Facilities. Except that, DCPS may erect or place promotional or informational materials for upcoming Activities on the Property or Facilities, provided that, DCPS shall remove or cause the removal of any promotional or information signs, advertisements, posters, or other DCPS insignia it erects or places on the Property or Facilities during the term of this Agreement within twenty-four (24) hours after the promoted or advertised event concludes. City may demand DCPS to remove all signs and other materials from the Property or Facilities by providing written notice.

12. **INSURANCE**. During the Term, DCPS shall obtain, maintain in effect and pay all premiums for, the following insurance coverages in connection with its use of the Property and Facilities: (a) comprehensive general public liability insurance with broad form extended coverage (including contractual liability insurance) insuring City and DCPS against claims for personal injury, death or property damage occurring upon, in or about the Property, and such insurance shall have a limit of not less than $1,000,000.00 in respect to any injury or death to a single person and to the limit of not less than $500,000.00 in respect to property damages; and (b) insurance against such other risks as City may deem necessary or as DCPS may desire to put into effect, of a similar or dissimilar nature. City may obtain all of the aforesaid insurance coverages on behalf of DCPS, and DCPS shall immediately pay or reimburse City for the premiums in connection with any of such insurance coverages City obtains on DCPS' behalf.

All policies of insurance shall be subject to the review and approval of City, and shall provide (a) that no material change or cancellation of said policies shall be made without fifteen (15) days prior written notice to City and DCPS, (b) that any loss shall be payable notwithstanding any act or negligence of DCPS or the City which might otherwise result in the forfeiture of said insurance, (c) that the insurance company issuing the same shall have no right of subrogation against the City or DCPS and shall name the City as additional insured. All of DCPS' policies of insurance that this Section 12 so requires shall be primary to any of City's insurance coverages for the Property or Facilities.

DCPS shall provide City with a certificate of insurance together with satisfactory evidence (a) that the said insurance is in full force and effect or effectively renewed, and (b) the payment of the premiums for said insurance has been made.

13. **INDEMNIFICATION**. DCPS shall indemnify and hold City harmless from all claims and demands, including those of third parties, arising from or based upon any alleged act, omission or negligence of DCPS or any of DCPS' agents, employees, licensees, servants, invitees or employees on the Property and Facilities. DCPS' obligation hereunder to indemnify and hold City harmless from liability shall extend to any of DCPS' contracts with third parties relating to the Property, the Facilities, and DCPS' use of the same.

14. **DEFAULT**. If DCPS defaults in the performance of any of the terms of this Agreement, and DCPS fails to cure such default within thirty (30) days after receiving written notice from City, the City may, at its sole option, terminate this Agreement.

15. **WAIVER OF DEFAULT**. Any waiver, express or implied, by City of DCPS' breach of this Agreement shall not be a waiver of any subsequent breach of the same or any other term, condition or promise herein.

16. **NOTICE**. Notice under this Agreement shall be given in writing to the following persons at the below addresses, which either Party may modify by providing the other Party written notice of the same:

If to City:	City of David City, Nebraska c/o City Clerk 490 E Street David City, Nebraska 68632 (402) 367-3135 cityclerk@davidcityne.gov
With a Copy to:	Baird Holm LLP c/o David C. Levy 1700 Farnam Street, Suite 1500 Omaha, Nebraska 68102 (402) 344-0500 dlevy@bairdholm.com
If to DCPS:	David City Public Schools c/o Dr. Chad Denker, DCPS Superintendent 750 D. Street David City, Nebraska 68632 (402) 367-4590 *denker@dcscouts.org*
With a Copy to:	____________________________ ____________________________ ____________________________ ____________________________ ____________________________

17. **AUTHORITY**. City and DCPS each covenant that each said entity has full authority to execute this Agreement.

18. **ENTIRE AGREEMENT**. This Agreement represents the entire agreements, representations, understandings, and expectations between City and DCPS. The Parties may only amend this Agreement with the Parties mutual, prior written consent.

19. **GOVERNING LAW**. The laws of the State of Nebraska shall govern this Agreement.

20. **BINDING EFFECT**. This Agreement shall be binding the successors, delegees, and assigns of each party.

21. **RELATIONSHIP OF THE PARTIES**. The Parties' relationship under this Agreement shall not constitute a partnership or an agency relationship and DCPS is neither City's employee nor independent contractor hereunder.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the day and year last written below.

THE CITY OF DAVID CITY, NEBRASKA,
a municipal corporation and city of the second class

By: ________________________________
Jessica Miller, Mayor

Date: ______________________________

ATTEST: ___________________________
Lori Matchett, City Clerk

DAVID CITY PUBLIC SCHOOLS,
a Nebraska political subdivision and school district (District No. 12-0056-000).

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

APPROVED AS TO FORM:

____
David C. Levy, Esq., City Attorney

EXHIBIT A

The Property

Legal Description:	Part of the South Half of the Northeast Quarter (S1/2 NE1/4) of Section Thirty (30), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska.
Parcel Number:	120008449
Address:	699 Kansas Street David City, Nebraska 68632

The City of David City & David City Public Schools

Softball Field Rental Agreement

This facility rental agreement entered into by the City of David City (Lessor) and David City Public Schools (Lessee) on _______________ for an initial term beginning __________ and ending __________, subject to renewal under Section 17, specifies the responsibilities and duties of each party and the amount owed yearly by the Lessee. The parties represented in this agreement acknowledge and accept the following conditions:

---

1. **Date and Times of Permitted Use:**
    a. Use shall begin on August 1 of each covered season and conclude upon completion of the Lessee's final sanctioned postseason event. In recognition of the Agreement with Aquinas Catholic Schools, the Lessee is given use of Field 1 (one) with shared use of Field 3 (three). Exceptions to this rule can be made for tournaments and playable conditions of the fields. If Aquinas Catholic Schools voluntarily releases scheduled field reservations or otherwise communicates nonuse to the Lessor, the Lessor may authorize additional field access to the Lessee at the Lessor's discretion.
    b. The Lessee is permitted to use the David City Ball Complex at any time during the specified period for softball practice.
    c. The Lessee is permitted to use the David City Ball Complex for in season softball games and softball tournaments upon reservation of specified dates. The specified dates must be reserved July 15th prior to the commencement of seasonal permitted use and must clearly state the following:
        i. Date of the event
        ii. Time of the event
        iii. Number of fields needed for the event
    d. Reservations become effective upon written approval by the Lessor.
    e. Post season game reservations must be requested immediately upon the public announcement by the NSAA of hosting schools and must clearly state the following:
        i. Date of the event
        ii. Time of the event
        iii. Number of fields needed for the event
    f. Post season reservations become effective upon written approval by the Lessor.

2. **Rental Fee:**
    a. The Lessee shall pay the Lessor a rental fee for use of the Lessor's facility in the amount determined by the following three-part plan:
        i. A total of **$500** for each season for the reservation of softball practices for the entire period of use.

ii. A total of **$800** for each season for the reservation of softball games for the entire period of use.
1. This fee of $800 covers an average of 8 (eight) nights of softball games per season. The Lessee will pay the entire amount regardless of the total number of in season games.
2. Under this section of the agreement, the Lessee agrees to pay for any post season games at an additional charge of $90 per game only if the stated post season game goes beyond the limit of covered games per season. If the Lessee hosts a post season game and they have not reached their 8-game limitation, the post season game (and any additional post season games) shall be of no charge to the Lessee until the amount is beyond the 8-game limitation.

iii. A total of **$550** for each softball tournament hosted over the entire period of use.

b. The balance of the rental fee shall be paid in full by the Lessee to the Lessor no later than the end of December of the current year.

3. **Responsibilities of Each Party:**

a. The Lessor shall be responsible for the following actions, services, equipment, and property:

i. Maintenance of the grounds including spraying, mowing, routine dragging, field repair, irrigation, fertilizing, etc.
ii. Maintenance of equipment including Concession stand equipment, maintenance equipment, screens/nets, bases, banners, etc.
iii. Maintenance of buildings/structures including main building, maintenance shed, garage, bleachers, fences, batting cage, scoreboards, cleaning bathrooms, lights, post holes for snow fence, etc.
iv. Game day preparation including dragging field(s), marking/chalking field(s), painting field(s), ensuring field dimensions, ensuring concession stand is stocked (through Didiers), providing access to score boards, etc.
v. Weekend tournament preparation and on-site field maintenance including dragging field prior to tournament, raking and marking/chalking prior to and during the tournament (as needed determined by city field crew), painting field(s) prior to tournament, ensuring field dimensions, ensuring concession stands are stocked, cleaning the main building for hospitality (per request by school), providing access to scoreboards, etc.

b. The Lessee is responsible for the following actions, services, equipment, and property:

i. Reservation of proper game dates and tournament dates prior to the commencement of the use of the facility
ii. Payment of the lease bill no later than the end of December of the current year
iii. Maintenance of school owned shed

- iv. Purchase and maintenance of necessary ball equipment, uniforms, and other items for softball activities
- v. Providing volunteers for concession stands:
  1. A concession stand agreement is included in this agreement under the concession stand use section
- vi. Management/Administration of games and tournaments
- vii. Paying Umpires
- viii. Providing hospitality beyond the upper room of the main building
- ix. Setting up/taking down a snow fence in the outfield if team wishes to have one

4. **Concession Stand Use by the Lessee**:
   a. All equipment, property, and product within the concession stand is owned and maintained by the Lessor at the Lessor's expense. Any damage, neglect, destruction, or vandalism done to the property, equipment, or product within the concession stand by the Lessee, its agents, employees, contractors, lessees, invitees, or representatives shall be compensated for in full by the Lessee. The Lessee understands and accepts any and all risks of operating the concession stands and agrees to indemnify the Lessor from any damages clarified under the *Indemnification* section of this agreement.
   b. The Lessor is responsible for providing change/starting cash and stocking the concession stand prior to any in season or post season games reserved by the Lessee. The Lessee is responsible for recording a starting inventory of the product in the concession stand, selling the product in the concession stand, recording an ending inventory of the product in the concession stand, running the equipment in the concession stand, cleaning any equipment used in the concession stand, and returning the change/starting cash to the Lessor. The change/starting cash shall be returned to the Lessor no later than next business day of the Lessor.
   c. The Lessor is responsible for counting the profit of the concession stand and paying the Lessee the proper share of the profit.
      - i. The Lessee shall receive 80% of the profit. The Lessor shall withhold 20% of the profit. (Profit=Revenue-Expense of Product)
      - ii. The Lessor shall pay the Lessee its share of the profit no later than the end of December of the current year
   d. The Lessee is not allowed to sell any product not already purchased through the Lessor without receiving approval from the Lessor prior the date of usage.

5. **Indemnification:**
   a. To the extent permitted by Nebraska law, each party shall be responsible for claims arising out of its own negligent acts or omissions and those of its officers, employees, and agents. Nothing herein shall be construed as assuming liability beyond that permitted by law.

6. **<u>Assignment and Sublicensing:</u>**
    a. The Lessee shall not assign any interest in this Agreement or otherwise transfer or sublicense the David City Ball Complex or any part thereof or permit use of the Facility to any party other than the Lessee.

7. **<u>Procedures for rainouts, weather conditions, and unforeseen limitations</u>**:
    a. The Lessor reserves the right to suspend, delay, relocate, modify, or cancel any practice, game, tournament, or event at the David City Ball Complex due to weather conditions, unsafe field conditions, field preservation concerns, utility failures, emergency conditions, or other unforeseen operational limitations.
    b. For purposes of this Agreement:
        i. "Rainout" means a scheduled event cancelled by the Lessor prior to the commencement of play due to weather or field conditions.
        ii. "Field Preparation" includes activities performed by the Lessor including, but not limited to, dragging, lining/chalking, painting, irrigation adjustments, mound preparation, field repair, opening facilities, restroom preparation, scoreboard preparation, concession preparation, staffing, or any other event-specific setup.
        iii. "Commencement of Play" means the first official pitch, warmup period, or official occupancy of the reserved field by participating teams, whichever occurs first.
    c. The Lessee acknowledges that routine field preparation and weather-related maintenance create operational expenses regardless of whether play occurs.
    d. Rainout Reimbursement for single games, double headers, and triangulars:
        i. The Lessee shall not receive reimbursement for the first weather-related cancellation occurring during each softball season.
        ii. Beginning with the second weather-related cancellation of the season, reimbursement shall apply as follows:
            1. If cancellation occurs prior to Field Preparation the cancelled single game, doubleheader, or triangular shall be reimbursed $90.
            2. If cancellation occurs after Field Preparation has begun no reimbursement shall be issued.
        iii. If the event is relocated by the Lessor to another playable field within the David City Ball Complex, no reimbursement shall be issued.
    e. Rainout Reimbursement for Tournaments:
        i. Any tournament canceled prior to any field preparation shall be issued a full reimbursement of $500.
        ii. Any tournament canceled after field preparation has begun but before 50% of the scheduled games are completed shall be issued a reimbursement of $250.

iii. Any tournament canceled after 50% or more of the scheduled games have been started or completed shall receive no reimbursement.

f. If the Lessee voluntarily cancels a scheduled event without direction from the Lessor, no reimbursement shall apply.
g. If a cancelled event is rescheduled and played during the same season, no reimbursement shall apply.
h. Once play has commenced, weather delays, suspensions, and decisions regarding continuation of play shall be administered by the Lessee and its officials in accordance with governing athletic association rules. No reimbursement shall apply after Commencement of Play.
i. Neither party shall be liable for failure to perform due to acts of God, severe weather, governmental action, public emergency, utility interruption, or other causes beyond reasonable control. The parties may mutually modify scheduling or performance requirements under such circumstances.

8. **Entire Agreement**:
   a. This Agreement constitutes the entire understanding between the Lessor and Lessee concerning use of the David City Ball Complex and supersedes all prior oral or written discussions, negotiations, understandings, representations, and agreements relating to the subject matter contained herein. No verbal statements or past practices shall modify or supplement this Agreement unless incorporated through written amendment in accordance with this Agreement.

9. **Amendments; Written Modification:**
   a. This Agreement may only be amended, modified, extended, or supplemented by a written instrument signed by authorized representatives of both the Lessor and the Lessee. Email correspondence, verbal agreements, prior course of conduct, scheduling communications, or administrative practices shall not constitute an amendment unless expressly stated in writing and executed by both parties.

10. **Notices:**
    a. Any notice, demand, request, approval, consent, default notice, or other communication required under this Agreement shall be deemed properly given when delivered personally, transmitted electronically with confirmation of receipt, or deposited in United States Mail, postage prepaid, addressed as follows:
       i. Lessor:
          1. City Administrator
             City of David City
             490 E Street
             David City, Nebraska 68632
          2. with copy to:
             City Clerk

City of David City
490 E Street
David City, Nebraska 68632

ii. Lessee:
1. Superintendent
David City Public Schools
750 D Street
David City, Nebraska 68632
2. with copy to:
Athletic Director
David City Public Schools
750 D Street
David City, Nebraska 68632

b. Either party may change its notice address through written notice to the other party.

11. **Governing Law and Venue:**
a. This agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska without regard to conflict of law principles. Any legal action arising under or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located within Butler County, Nebraska.

12. **No Waiver**:
a. Failure of either party to enforce any provision of this Agreement or exercise any right under this Agreement shall not constitute a waiver of future enforcement of that provision or any other provision. A waiver shall only be effective if made expressly in writing and signed by the party granting the waiver.

13. **Insurance:**
a. Each party shall maintain insurance coverage or participate in a governmental risk management program in amounts customarily maintained by Nebraska public entities for activities contemplated under this Agreement.
b. Upon reasonable request, either party shall provide evidence of such coverage. Nothing contained in this Agreement shall be construed as requiring either party to obtain insurance beyond coverage otherwise maintained in the ordinary course of operations.

14. **Independent Parties:**
a. The parties acknowledge and agree that each party shall remain an independent governmental entity and that nothing contained in this Agreement shall be construed to create an employment relationship, partnership, joint venture, agency relationship, or other business association between the parties. Neither party shall have authority to bind or obligate the other except as expressly provided herein.

15. **Reservation of Governmental Immunity:**
    a. Nothing contained in this Agreement shall be construed as a waiver, limitation, or relinquishment of any immunity, defense, limitation of liability, protection, or privilege available to either party under applicable federal, state, or local law, including protections available under the Nebraska Political Subdivisions Tort Claims Act and other applicable governmental immunity statutes.

16. **Authority to Execute:**
    a. Each individual signing this Agreement represents and warrants that he or she possesses full legal authority to execute this Agreement on behalf of the respective party and to bind that party to the terms contained herein.

17. **Termination and Renewal**
    a. This Agreement shall remain in effect for the term stated herein unless terminated in accordance with this section.
    b. Termination for Cause:
        i. Either party may terminate this Agreement upon written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receiving written notice describing the nature of the breach.
        ii. If the breach presents an immediate threat to public safety, causes material damage to public property, creates legal noncompliance, or substantially interferes with operation of the David City Ball Complex, the non-breaching party may suspend use immediately and terminate this Agreement upon written notice if corrective action is not promptly undertaken.
    c. Termination for Convenience:
        i. Either party may terminate this Agreement without cause by providing no less than ninety (90) calendar days written notice to the other party; provided, however, that any reserved games, tournaments, postseason events, or scheduled activities occurring within the active season shall be reasonably accommodated or mutually resolved where practical.
    d. Effect of Termination:
        i. Termination of this Agreement shall not relieve either party of obligations accrued prior to termination, including payment obligations, reimbursement obligations, indemnification obligations, or responsibility for damages occurring during the term of use. Any unpaid amounts shall become due within thirty (30) days following termination unless otherwise agreed.
    e. Renewal:
        i. Unless otherwise terminated under this section, this Agreement shall automatically renew for successive three (3) year terms subject to approval by the governing bodies of both parties. Any modifications to rates, scheduling procedures, responsibilities, or operational terms shall be adopted only through written amendment in accordance with this Agreement.

ii. The parties agree to meet and review the Agreement no later than ninety (90) days prior to expiration of each term to determine whether modifications are necessary.

Both parties have read, understand, agree with, and acknowledge the terms and conditions listed in this Agreement and hereby willingly enter into this Agreement with the opposing party.

Chad Denker, DCPS Superintendent	Jessica Miller, Mayor
Brian Hermelbracht, DCPS Athletic Director	Lori Matchett, City Clerk

The council considered the annual rental agreement with Aquinas Catholic Schools for use of the football field, track and auditorium. Staff noted that no softball field rental was included because Aquinas will be co-oping with Cross County for softball. The total rental fee under the agreement is $3,175.00.

Council Member Keith Marvin made a motion to approve the rental agreement with Aquinas Catholic Schools for Auditorium, Football fields and Track Rental. 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.

FACILITY USE AGREEMENT

This **FACILITY USE AGREEMENT** ("**Agreement**") is effective as of the date last written below by a Party (the "**Effective Date**") and is by and between the **CITY OF DAVID CITY, NEBRASKA**, a municipal corporation and city of the second class ("**City**") and **AQUINAS CATHOLIC SCHOOLS**, a Nebraska non-public school district (NP Agency ID 12-0701-000), **Aquinas Catholic Schools Foundation**, a Nebraska non-profit corporation, and **Aquinas High School**, a Nebraska non-profit corporation (collectively, "**Aquinas**"). This Agreement refers to City and Aquinas collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, City owns that certain real property in David City, Butler County, Nebraska, as described and depicted in **EXHIBIT A**, attached hereto and incorporated herein ("**Property**"); and

WHEREAS, the David City Football Stadium ("**Stadium**"), the David City Auditorium ("**Auditorium**") and the gymnasium within the Auditorium ("**Gym**") are located on the Property (collectively, the "**Facilities**"); and

WHEREAS, Aquinas desires to use the Stadium, Auditorium and Gym for various scholastic, athletic and social purposes; and

WHEREAS, the Parties wish to execute this Agreement to define the terms and conditions under which Aquinas may use the Facilities.

AGREEMENT

IN CONSIDERATION OF the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which the Parties acknowledge and accept, the Parties agree as follows:

1. **USE OF FACILITIES**. City shall allow Aquinas to utilize the Facilities for the activities as provided below ("**Permitted Activity**") or "**Permitted Activities**").

A. Stadium. Aquinas may use the Stadium and all appurtenances, facilities and amenities thereto for the following Permitted Activities:

i. Up to five (5) regular season varsity football games;

ii. Up to three (3) post-season varsity football games, with City's prior written consent;

iii. Up to three (3) regular season junior-varsity football games;

iv. Up to three (3) middle school football games;

v. One (1) football scrimmage;

vii. One (1) track meet; and

viii. Up to fifty (50) regular, in-season practices for middle school and high school boys' and girls' sports.

B. Auditorium. Aquinas may use the Auditorium, including all appurtenances and facilities thereto and the Gym, for the following Permitted Activities:

i. Regular in-season middle school basketball practice;

ii. Use of the locker facilities therein for middle school and high school sports;

iii. One (1) middle school wrestling quad tournament; and

iv. One (1) two-day basketball tournament.

C. Gym. Aquinas may reserve and use the Gym on an hourly-basis, subject to the Gym Rental Payment (defined below), for any Permitted Activity. City may allow Aquinas to use the Gym for a non-Permitted Activity by providing its prior written consent.

D. Miscellaneous. City may allow Aquinas to utilize the Facilities for other purposes not described herein by providing Aquinas its prior written consent. City may, in its sole discretion, require Aquinas to provide additional payments for the right use the Stadium or Auditorium for such non-Permitted Activity.

2. **TERM**. This Agreement shall last for one (1) year beginning on the Effective Date ("**Term**").

3. **RENTAL PAYMENTS**. In consideration of City allowing Aquinas to utilize the Facilities, Aquinas shall provide the following payments in addition to any amounts City charges Aquinas for miscellaneous uses as Section 1(D) herein contemplates:

A. Annual Rental Payment. City a lump-sum payment equal to Three Thousand, One Hundred Seventy-Five and 00/100 Dollars ($3,175.00) ("**Annual Rental Payment**"). The Annual Rental Payment is due and payable from Aquinas to City within thirty (30) days of the Effective Date. The City may allow Aquinas to remit the Annual Rental Payment in installments with its prior written consent.

B. Additional Practice Payment. Aquinas shall pay to City Thirty and 00/100 Dollars ($30.00) for every practice held on the Facilities in excess of fifty (50) ("**Additional Practice Payment**"). The Additional Practice Payment shall be due and payable to City no later than thirty (30) days prior to the final day of the Term.

C. Gym Rental Payment. Aquinas shall pay to City Twenty Dollars and Zero Cents ($20.00) per hour that Aquinas reserves the Gym ("**Gym Rental Payment**"). Aquinas shall remit the Gym Rental Payment to City prior to each instance Aquinas wishes to reserve the Gym for its use.

4. **SCHEDULING**. On the first business day of the first month after the Effective Date, and on the first business day of each month thereafter, Aquinas shall provide City with a written schedule of all Permitted Activities for which Aquinas intends to use the Facilities during the following month. Such schedule shall include the date and time of each event, expected attendance, and any other information the City may request Aquinas to provide.

5. **CONCESSIONS**. Aquinas may sell food, non-alcoholic beverages, and other consumable concession products at the Facilities during the Permitted Activities, subject to the following:

A. Aquinas shall secure and maintain all necessary permits associated with the sale of concession products;

B. Aquinas shall be solely responsible for compliance with all necessary laws, regulations, and statutes pertaining to the sale of concession products;

C. Aquinas shall be solely responsible for payment of all applicable state and federal taxes relating to its selling of concession products, including but not limited to sales and use tax and income tax; and

D. City may terminate Aquinas' right to sell concession products on the Facilities at any time with written notice to Aquinas.

6. **NO REPRESENTATIONS**. City makes no representations regarding the conditions of the Facilities, their suitability for a particular purpose, or otherwise any warranty, express or implied, regarding the Property, Facilities or any amenities or appurtenances thereto.

7. **UTILITIES**. City shall pay or cause to be paid all charges for gas, electricity, water, sewer, telephone or other communication services and all other utilities servicing the Facilities utilize throughout the Term.

8. **MAINTENANCE AND REPAIRS**. City shall, at its sole expense, provide for all general repairs and maintenance of the Facilities, including but not limited to grass mowing, snow removal, maintenance of restrooms, regular painting of the football field and other general upkeep. Aquinas shall maintain the Facilities and Property in a clean, safe and good condition and keep and return the same in at least as good condition as they currently exist or may be improved, ordinary wear and tear excepted.

9. **DAMAGE**. Aquinas shall, at its sole expense, repair all damage to the Property, Facilities, and any other appurtenances, equipment, facilities, or personal property thereon, that Aquinas, its agents, invitees, licensees, employees, or assigns causes, whether intentional, negligent, or otherwise.

10. **ALTERATIONS AND IMPROVEMENTS**. Aquinas shall not make any improvements or alterations to the Premises without the City's prior written consent. Aquinas shall hold the City harmless from any costs, liens, or damages that any alteration or improvement work Aquinas permits on the Property or Facilities causes and shall immediately discharge any lien filed for services or material furnished for such work. Any improvements, alterations, repairs, additions or personal property remaining on the Property or Facilities after the expiration of this Agreement shall become City's property.

11. **SIGNAGE**. Aquinas shall not erect or place or allow the erection or placing of any signs or other similar materials on the Property or Facilities. Except that, Aquinas may erect or place promotional or informational materials for upcoming Activities on the Property or Facilities, provided that, Aquinas shall remove or cause the removal of any promotional or information signs, advertisements, posters, or other Aquinas insignia it erects or places on the Property or Facilities during the term of this Agreement within twenty-four (24) hours after the promoted or advertised event concludes. City may demand Aquinas to remove all signs and other materials from the Property or Facilities by providing written notice.

12. **INSURANCE**. During the Term, Aquinas shall obtain, maintain in effect and pay all premiums for, the following insurance coverages in connection with its use of the Property and Facilities: (a) comprehensive general public liability insurance with broad form extended coverage (including contractual liability insurance) insuring City and Aquinas against claims for personal injury, death or property damage occurring upon, in or about the Property, and such insurance shall have a limit of not less than $1,000,000.00 in respect to any injury or death to a single person and to the limit of not less than $500,000.00 in respect to property damages; and (b) insurance against such other risks as City may deem necessary or as Aquinas may desire to put into effect, of a similar or dissimilar nature. City may obtain all of the aforesaid insurance

coverages on behalf of Aquinas, and Aquinas shall immediately pay or reimburse City for the premiums in connection with any of such insurance coverages City obtains on Aquinas' behalf.

All policies of insurance shall be subject to the review and approval of City, and shall provide (a) that no material change or cancellation of said policies shall be made without fifteen (15) days prior written notice to City and Aquinas, (b) that any loss shall be payable notwithstanding any act or negligence of Aquinas or the City which might otherwise result in the forfeiture of said insurance, (c) that the insurance company issuing the same shall have no right of subrogation against the City or Aquinas and shall name the City as additional insured. All of Aquinas' policies of insurance that this Section 12 so requires shall be primary to any of City's insurance coverages for the Property or Facilities.

Aquinas shall provide City with a certificate of insurance together with satisfactory evidence (a) that the said insurance is in full force and effect or effectively renewed, and (b) the payment of the premiums for said insurance has been made.

13. **INDEMNIFICATION**. Aquinas shall indemnify and hold City harmless from all claims and demands, including those of third parties, arising from or based upon any alleged act, omission or negligence of Aquinas or any of Aquinas agents, employees, licensees, servants, invitees or employees on the Property and Facilities. Aquinas obligation hereunder to indemnify and hold City harmless from liability shall extend to any of Aquinas contracts with third parties relating to the Property, the Facilities, and Aquinas use of the same.

14. **DEFAULT**. If Aquinas defaults in the performance of any of the terms of this Agreement, and Aquinas fails to cure such default within thirty (30) days after receiving written notice from City, the City may, at its sole option, terminate this Agreement.

15. **WAIVER OF DEFAULT**. Any waiver, express or implied, by City of Aquinas' breach of this Agreement shall not be a waiver of any subsequent breach of the same or any other term, condition or promise herein.

16. **NOTICE**. Notice under this Agreement shall be given in writing to the following persons at the below addresses, which either Party may modify by providing the other Party written notice of the same:

If to City:	City of David City, Nebraska c/o City Clerk 490 E Street David City, Nebraska 68632 (402) 367-3135 cityclerk@davidcityne.gov
With a Copy to:	Baird Holm LLP c/o David C. Levy 1700 Farnam Street, Suite 1500 Omaha, Nebraska 68102 (402) 344-0500 dlevy@bairdholm.com

If to Aquinas: Aquinas Catholic Schools
c/o ______________________
____
____
____
____
____

With a Copy to: __________________________
____
____
____
____

17. **AUTHORITY**. City and Aquinas each covenant that each said entity has full authority to execute this Agreement.

18. **ENTIRE AGREEMENT**. This Agreement represents the entire agreements, representations, understandings, and expectations between City and Aquinas. The Parties may only amend this Agreement with the Parties mutual, prior written consent.

19. **GOVERNING LAW**. The laws of the State of Nebraska shall govern this Agreement.

20. **BINDING EFFECT**. This Agreement shall be binding the successors, delegees, and assigns of each party.

21. **RELATIONSHIP OF THE PARTIES**. The Parties' relationship under this Agreement shall not constitute a partnership or an agency relationship and Aquinas is neither City's employee nor independent contractor hereunder.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date.

THE CITY OF DAVID CITY, NEBRASKA,
a municipal corporation and city of the second class

By: ___________________________________
Jessica Miller, Mayor

Date: ________________________________

ATTEST: ______________________________
Lori Matchett, City Clerk

APPROVED AS TO FORM:

____
David C. Levy, Esq., City Attorney

AQUINAS CATHOLIC SCHOOLS,
a Nebraska non-public school district (NP Agency No. 12-0701-000).

By: ___________________________________

Name: ________________________________

Title: _________________________________

Date: _________________________________

AQUINAS CATHOLIC SCHOOLS FOUNDATION,
a Nebraska non-profit corporation

By: ___________________________________

Name: ________________________________

Title: _________________________________

Date: _________________________________

AQUINAS HIGH SCHOOL,
a Nebraska non-profit corporation

By:

____

Name: ______________________________

Title: ______________________________

Date: ______________________________

EXHIBIT A

The Property

Legal Description:	Part of the South Half of the Northeast Quarter (S1/2 NE1/4) of Section Thirty (30), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska.
Parcel Number:	120008449
Address:	699 Kansas Street David City, Nebraska 6863

Council Member Jim Angell made a motion to adjourn at 7:39 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.

CERTIFICATION OF MINUTES
June 24, 2026

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 June 24, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

____

Lori Matchett, City Clerk