

CITY COUNCIL PROCEEDINGS  
August 13, 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 Kevin Woita, Keith Marvin, Jerry Abel, Jim Angell, Rick Holland, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez and Deputy City Clerk Lori Matchett. City Attorney Michael Sands attended via Zoom. City Clerk Tami Comte was absent.

Also present for the meeting were: Police Chief Marla Schnell, Account Clerk Rachel Kahnk, Park/Auditorium Supervisor Bill Buntgen, Andrew Wilshusen and Ethan Joy from JEO Consulting, Chad Podolak and Courtney Dentlinger from Nebraska Public Power District, Cory Gaston from Kirkham Michael, and Andrew Willis from Cline & Williams. Alex Merten and Randy Johnson from Venstra & Kimm joined via Zoom.

The meeting opened with the Pledge of Allegiance.

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

Council member Jim Angell made a motion to approve the minutes of the July 23, 2025, City Council meeting as presented. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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

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

Council member Kevin Woita made a motion to approve the Committee and Officer Reports/Butler County Development Board update as presented. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Ethan Joy from JEO Consulting Group introduced himself and provided an update on the pay application. Ethan spoke with Chris Kroesing, Street Supervisor, earlier in the day about the final work needing to be completed for the Water Main Improvements North Loop. Clean up and seeding will take place this fall to finish up the final checklist.

Council member Kevin Woita made a motion to approve Pay Application No. 6 (Final) for Rutjens Construction in the amount of \$59,687.65 for the 2023 Water Main Improvements North Loop. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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#### Contractor's Application for Payment

|                     |   |                           |           |
|---------------------|---|---------------------------|-----------|
| Owner:              | City of David City                      | Owner's Project No.:      |           |
| Engineer:           | JEO Consulting Group, Inc.              | Engineer's Project No.:   | 221276.00 |
| Contractor:         | Rutjens Construction Inc.               | Contractor's Project No.: | 843       |
| Project:            | 2023 Water Main Improvements North Loop |                           |           |
| Contract:           | 2023 Water Main Improvements North Loop |                           |           |
| Application No.:    | 6                                       | Application Date:         | 5/16/2025 |
| Application Period: | From 1/29/2025                          | to                        | 4/30/2025 |

|  |    |              |
|--|----|--------------|
| 1. Original Contract Price   | \$ | 3,521,576.00 |
| 2. Net change by Change Orders   | \$ | 63,516.00    |
| 3. Current Contract Price (Line 1 + Line 2)  | \$ | 3,585,092.00 |
| 4. Total Work completed and materials stored to date<br>(Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ | 3,585,092.00 |
| 5. Retainage   |    |              |
| a. 0% X \$ 3,585,092.00 Work Completed =   | \$ | -            |
| b. 0% X \$ - Stored Materials =  | \$ | -            |
| c. Total Retainage (Line 5.a + Line 5.b)   | \$ | -            |
| 6. Amount eligible to date (Line 4 - Line 5.c)   | \$ | 3,585,092.00 |
| 7. Less previous payments (Line 6 from prior application)  | \$ | 3,525,404.35 |
| 8. Amount due this application   | \$ | 59,687.65    |
| 9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)   | \$ | -            |

**Contractor's Certification**

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

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

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

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

Contractor: Rutjens Construction

Signature: Adam Rutjens Date: 5/16/2025

|   |                            |
|---|----------------------------|
| <b>Recommended by Engineer</b>                  | <b>Approved by Owner</b>   |
| By: <u>Ethan Jay, P.E.</u>                      | By: <u>James J. Miller</u> |
| Title: <u>Branch Manager/Principal Engineer</u> | Title: <u>Mayor</u>        |
| Date: <u>5/16/2025</u>                          | Date: <u>8/18/2025</u>     |
| <b>Approved by Funding Agency</b>               |                            |
| By: <u>N/A</u>                                  | By: <u>N/A</u>             |
| Title: _____                                    | Title: _____               |
| Date: _____                                     | Date: _____                |

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| Progress Estimate - Unit Price Work |   |               |       |                     |                      |      |              |           |              |          |   |                   | Contractor's Application for Payment |   |                           |   |   |
|-------------------------------------|---|---------------|-------|---------------------|----------------------|------|--------------|-----------|--------------|----------|---|-------------------|--------------------------------------|---|---------------------------|---|---|
| Owner:                              | City of David City                                      |               |       |                     |                      |      |              |           |              |          |   |                   | Owner's Project No.:                 |   |                           |   |   |
| Engineer:                           | JEO Consulting Group, Inc.                              |               |       |                     |                      |      |              |           |              |          |   |                   | Engineer's Project No.:              |   |                           |   |   |
| Contractor:                         | Rutlens Construction Inc.                               |               |       |                     |                      |      |              |           |              |          |   |                   | Contractor's Project No.:            |   |                           |   |   |
| Project:                            | 2023 Water Main Improvements North Loop                 |               |       |                     |                      |      |              |           |              |          |   |                   |                                      |   |                           |   |   |
| Contract:                           | 2023 Water Main Improvements North Loop                 |               |       |                     |                      |      |              |           |              |          |   |                   |                                      |   |                           |   |   |
| Application No.:                    |   | 6             |       | Application Period: |                      | From | 01/29/25     |           | to           | 04/30/25 |   | Application Date: |                                      |   | 05/16/25                  |   |   |
| Bid Item No.                        | Description   | Item Quantity | Units | Unit Price (\$)     | Contract Information |      | F            | G         | H            | I        | J | K                 | L                                    |   |                           |   |   |
|                                     |   |               |       |                     | C                    | D    |              |           |              |          |   |                   |                                      | E | Value of Bid Item (C X E) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) |
| Original Contract                   |   |               |       |                     |                      |      |              |           |              |          |   |                   |                                      |   |                           |   |   |
| Group A - Water Main                |   |               |       |                     |                      |      |              |           |              |          |   |                   |                                      |   |                           |   |   |
| 1                                   | Mobilization  | 1             | LS    | 195,000.00          |                      |      | 195,000.00   | 1.00      | 195,000.00   |          |   | 195,000.00        | 100%                                 | - |                           |   |   |
| 2                                   | Bonding and Insurance                                   | 1             | LS    | 35,000.00           |                      |      | 35,000.00    | 1.00      | 35,000.00    |          |   | 35,000.00         | 100%                                 | - |                           |   |   |
| 3                                   | Stabilized Construction Entrance                        | 4             | EA    | 3,250.00            |                      |      | 13,000.00    | 4.00      | 13,000.00    |          |   | 13,000.00         | 100%                                 | - |                           |   |   |
| 4                                   | Clearing and Grubbing                                   | 1             | LS    | 4,500.00            |                      |      | 4,500.00     | 1.00      | 4,500.00     |          |   | 4,500.00          | 100%                                 | - |                           |   |   |
| 5                                   | Remove and Reset Fence                                  | 200           | LF    | 15.00               |                      |      | 3,000.00     | 200.00    | 3,000.00     |          |   | 3,000.00          | 100%                                 | - |                           |   |   |
| 6                                   | Railroad Flagging                                       | 14            | DAY   | 4,000.00            |                      |      | 56,000.00    | 14.00     | 56,000.00    |          |   | 56,000.00         | 100%                                 | - |                           |   |   |
| 7                                   | Railroad Track and Ground Monitoring                    | 2             | EA    | 5,500.00            |                      |      | 11,000.00    | 2.00      | 11,000.00    |          |   | 11,000.00         | 100%                                 | - |                           |   |   |
| 8                                   | Railroad Insurance Requirements                         | 1             | LS    | 5,500.00            |                      |      | 5,500.00     | 1.00      | 5,500.00     |          |   | 5,500.00          | 100%                                 | - |                           |   |   |
| 9                                   | 16" PVC Water Main, DR 18                               | 14609         | LF    | 101.00              |                      |      | 1,475,509.00 | 14,609.00 | 1,475,509.00 |          |   | 1,475,509.00      | 100%                                 | - |                           |   |   |
| 10                                  | 16" PVC Water Main, DR 18, RJ, Directionally Bored      | 1852          | LF    | 290.00              |                      |      | 479,080.00   | 1,852.00  | 479,080.00   |          |   | 479,080.00        | 100%                                 | - |                           |   |   |
| 11                                  | 16" PVC Water Main, DR 18, RJ, Dry Bored                | 190           | LF    | 181.00              |                      |      | 34,390.00    | 190.00    | 34,390.00    |          |   | 34,390.00         | 100%                                 | - |                           |   |   |
| 12                                  | 16" PVC Water Main, DR 18, RJ, inside 24" Steel Casing  | 625           | LF    | 130.00              |                      |      | 81,250.00    | 625.00    | 81,250.00    |          |   | 81,250.00         | 100%                                 | - |                           |   |   |
| 13                                  | 12" PVC Water Main, DR 18                               | 22            | LF    | 113.00              |                      |      | 2,486.00     | 22.00     | 2,486.00     |          |   | 2,486.00          | 100%                                 | - |                           |   |   |
| 14                                  | 8" PVC Water Main, DR 18                                | 120           | LF    | 42.00               |                      |      | 5,040.00     | 120.00    | 5,040.00     |          |   | 5,040.00          | 100%                                 | - |                           |   |   |
| 15                                  | 8" PVC Water Main, DR 18, RJ, Directionally Bored       | 96            | LF    | 75.00               |                      |      | 7,200.00     | 96.00     | 7,200.00     |          |   | 7,200.00          | 100%                                 | - |                           |   |   |
| 16                                  | 8" PVC Water Main, DR 18, RJ, inside 14" Steel Casing   | 40            | LF    | 45.00               |                      |      | 1,800.00     | 40.00     | 1,800.00     |          |   | 1,800.00          | 100%                                 | - |                           |   |   |
| 17                                  | 24" Steel Casing, 0.375" Thickness, Jack and Bore       | 230           | LF    | 620.00              |                      |      | 142,600.00   | 230.00    | 142,600.00   |          |   | 142,600.00        | 100%                                 | - |                           |   |   |
| 18                                  | 24" Steel Casing, 0.375" Thickness, Jack and Bore, With | 395           | LF    | 690.00              |                      |      | 272,550.00   | 395.00    | 272,550.00   |          |   | 272,550.00        | 100%                                 | - |                           |   |   |
| 19                                  | 14" Steel Casing, 0.188" Thickness, Jack and Bore       | 40            | LF    | 255.00              |                      |      | 10,200.00    | 40.00     | 10,200.00    |          |   | 10,200.00         | 100%                                 | - |                           |   |   |
| 20                                  | 16" Gate Valve and Box, MU                              | 12            | EA    | 12,115.00           |                      |      | 145,380.00   | 12.00     | 145,380.00   |          |   | 145,380.00        | 100%                                 | - |                           |   |   |
| 21                                  | 12" Gate Valve and Box, MU                              | 3             | EA    | 3,915.00            |                      |      | 11,745.00    | 3.00      | 11,745.00    |          |   | 11,745.00         | 100%                                 | - |                           |   |   |
| 22                                  | 8" Gate Valve and Box, MU                               | 4             | EA    | 2,255.00            |                      |      | 9,020.00     | 4.00      | 9,020.00     |          |   | 9,020.00          | 100%                                 | - |                           |   |   |
| 23                                  | 4" Gate Valve and Box, MU                               | 1             | EA    | 1,315.00            |                      |      | 1,315.00     | 1.00      | 1,315.00     |          |   | 1,315.00          | 100%                                 | - |                           |   |   |
| 24                                  | 16" x 16" x 16" Tee, MU                                 | 3             | EA    | 2,345.00            |                      |      | 7,035.00     | 3.00      | 7,035.00     |          |   | 7,035.00          | 100%                                 | - |                           |   |   |
| 25                                  | 16" x 8" x 16" Tee, MU                                  | 1             | EA    | 2,020.00            |                      |      | 2,020.00     | 1.00      | 2,020.00     |          |   | 2,020.00          | 100%                                 | - |                           |   |   |
| 26                                  | 16" x 6" x 16" Tee, MU                                  | 12            | EA    | 1,987.00            |                      |      | 23,844.00    | 12.00     | 23,844.00    |          |   | 23,844.00         | 100%                                 | - |                           |   |   |
| 27                                  | 12" x 8" x 12" Tee, MU                                  | 1             | EA    | 999.00              |                      |      | 999.00       | 1.00      | 999.00       |          |   | 999.00            | 100%                                 | - |                           |   |   |
| 28                                  | 8" x 6" x 8" Tee, MU                                    | 3             | EA    | 585.00              |                      |      | 1,755.00     | 3.00      | 1,755.00     |          |   | 1,755.00          | 100%                                 | - |                           |   |   |
| 29                                  | 8" x 4" x 8" Tee, MU                                    | 1             | EA    | 555.00              |                      |      | 555.00       | 1.00      | 555.00       |          |   | 555.00            | 100%                                 | - |                           |   |   |
| 30                                  | 16" 90° Bend, MU  | 3             | EA    | 1,915.00            |                      |      | 5,745.00     | 3.00      | 5,745.00     |          |   | 5,745.00          | 100%                                 | - |                           |   |   |
| 31                                  | 12" 90° Bend, MU  | 2             | EA    | 988.00              |                      |      | 1,976.00     | 2.00      | 1,976.00     |          |   | 1,976.00          | 100%                                 | - |                           |   |   |
| 32                                  | 8" 90° Bend, MU   | 4             | EA    | 500.00              |                      |      | 2,000.00     | 4.00      | 2,000.00     |          |   | 2,000.00          | 100%                                 | - |                           |   |   |
| 33                                  | 16" 45° Bend, MU  | 14            | EA    | 1,885.00            |                      |      | 26,390.00    | 14.00     | 26,390.00    |          |   | 26,390.00         | 100%                                 | - |                           |   |   |
| 34                                  | 16" 11.25° Bend, MU                                     | 2             | EA    | 1,885.00            |                      |      | 3,770.00     | 2.00      | 3,770.00     |          |   | 3,770.00          | 100%                                 | - |                           |   |   |
| 35                                  | 16" x 12" Reducer, MU                                   | 2             | EA    | 1,051.00            |                      |      | 2,102.00     | 2.00      | 2,102.00     |          |   | 2,102.00          | 100%                                 | - |                           |   |   |
| 36                                  | 16" x 8" Reducer, MU                                    | 1             | EA    | 1,044.00            |                      |      | 1,044.00     | 1.00      | 1,044.00     |          |   | 1,044.00          | 100%                                 | - |                           |   |   |
| 37                                  | 16" Cap, MU   | 1             | EA    | 855.00              |                      |      | 855.00       | 1.00      | 855.00       |          |   | 855.00            | 100%                                 | - |                           |   |   |

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

| Owner:                                       |   | City of David City                      |               | Owner's Project No.:      |                          | 221276.00                      |   |  |  |  |                             |                                |    |  |      |    |           |           |          |           |  |           |      |   |
|--|---|---|---------------|---------------------------|--------------------------|--------------------------------|---|--|--|--|-----------------------------|--------------------------------|----|--|------|----|-----------|-----------|----------|-----------|--|-----------|------|---|
| Engineer:                                    |   | JEO Consulting Group, Inc.              |               | Engineer's Project No.:   |                          | 843                            |   |  |  |  |                             |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| Contractor:                                  |   | Rufiens Construction Inc.               |               | Contractor's Project No.: |                          |                                |   |  |  |  |                             |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| Project:                                     |   | 2023 Water Main Improvements North Loop |               |                           |                          |                                |   |  |  |  |                             |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| Contract:                                    |   | 2023 Water Main Improvements North Loop |               |                           |                          |                                |   |  |  |  |                             |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| Application No.:                             |   | 6                                       |               | Application Period:       |                          | 05/16/25                       |   |  |  |  |                             |                                |    |  |      |    |           |           |          |           |  |           |      |   |
|  |   | From                                    |               | to                        |                          | 04/30/25                       |   |  |  |  |                             |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| A  | B   | C                                       | D             | Contract Information      |                          | F                              | G   | H  | I  | J  | K                           | L                              |    |  |      |    |           |           |          |           |  |           |      |   |
|  |   |   |               | E                         |                          |                                |   |  |  |  |                             |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| Bid Item                                     | No.   | Description                             | Item Quantity | Units                     | Unit Price (\$)          | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Item Value (J / F) (%) | Balance to Finish (F - J) (\$) |    |  |      |    |           |           |          |           |  |           |      |   |
|  |   |   |               |                           |                          |                                |   |  |  |  |                             |                                |    |  |      |    |           |           |          |           |  |           |      |   |
|  |   |   |               |                           |                          |                                |   |  |  |  |                             |                                | 38 | 16" Plug, MJ                                   | 1    | EA | 885.00    | 885.00    | 1.00     | 885.00    |  | 885.00    | 100% | - |
|  |   |   |               |                           |                          |                                |   |  |  |  |                             |                                | 39 | 8" Plug, MJ                                    | 1    | EA | 250.00    | 250.00    | 1.00     | 250.00    |  | 250.00    | 100% | - |
|  |   |   |               |                           |                          |                                |   |  |  |  |                             |                                | 40 | 4" Plug, MJ                                    | 1    | EA | 150.00    | 150.00    | 1.00     | 150.00    |  | 150.00    | 100% | - |
|  |   |   |               |                           |                          |                                |   |  |  |  |                             |                                | 41 | Combination Air Release Valve Manhole          | 2    | EA | 31,221.00 | 62,442.00 | 2.00     | 62,442.00 |  | 62,442.00 | 100% | - |
|  |   |   |               |                           |                          |                                |   |  |  |  |                             |                                | 42 | Connect to Existing Water Main                 | 6    | EA | 1,310.00  | 7,860.00  | 6.00     | 7,860.00  |  | 7,860.00  | 100% | - |
|  |   |   |               |                           |                          |                                |   |  |  |  |                             |                                | 43 | Water Main Removals and Abandonments           | 1    | LS | 2,500.00  | 2,500.00  | 1.00     | 2,500.00  |  | 2,500.00  | 100% | - |
|  |   |   |               |                           |                          |                                |   |  |  |  |                             |                                | 44 | Removal and Replacement of Unsuitable Backfill | 1000 | CY | 25.00     | 25,000.00 | 1,000.00 | 25,000.00 |  | 25,000.00 | 100% | - |
|  |   |   |               |                           |                          |                                |   |  |  |  |                             |                                | 45 | 16" x 1" Saddle                                | 4    | EA | 446.00    | 1,784.00  | 4.00     | 1,784.00  |  | 1,784.00  | 100% | - |
|  |   |   |               |                           |                          |                                |   |  |  |  |                             |                                | 46 | 1" Corporation Stop                            | 4    | EA | 215.00    | 860.00    | 4.00     | 860.00    |  | 860.00    | 100% | - |
|  |   |   |               |                           |                          |                                |   |  |  |  |                             |                                | 47 | 1" PE Water Service (SDR 7)                    | 54   | LF | 28.00     | 1,512.00  | 54.00    | 1,512.00  |  | 1,512.00  | 100% | - |
|  |   |   |               |                           |                          |                                |   |  |  |  |                             |                                | 48 | 1" Curb Stop and Box                           | 4    | EA | 410.00    | 1,640.00  | 4.00     | 1,640.00  |  | 1,640.00  | 100% | - |
|  |   |   |               |                           |                          |                                |   |  |  |  |                             |                                | 49 | Remove Existing CMP Culvert                    | 7    | EA | 250.00    | 1,750.00  | 7.00     | 1,750.00  |  | 1,750.00  | 100% | - |
|  |   |   |               |                           |                          |                                |   |  |  |  |                             |                                | 50 | 18" CMP Culvert                                | 240  | LF | 60.00     | 14,400.00 | 240.00   | 14,400.00 |  | 14,400.00 | 100% | - |
|  |   |   |               |                           |                          |                                |   |  |  |  |                             |                                | 51 | 18" CMP Flared End Section                     | 14   | EA | 410.00    | 5,740.00  | 14.00    | 5,740.00  |  | 5,740.00  | 100% | - |
| 52   | Remove Pavement   | 70                                      | SY            | 15.00                     | 1,050.00                 | 70.00                          | 1,050.00                                    |  | 1,050.00                                   | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| 53   | 8" Concrete Pavement                                      | 70                                      | SY            | 115.00                    | 8,050.00                 | 70.00                          | 8,050.00                                    |  | 8,050.00                                   | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| 54   | Remove Driveway   | 60                                      | SY            | 15.00                     | 900.00                   | 60.00                          | 900.00                                      |  | 900.00                                     | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| 55   | 6" Concrete Driveway                                      | 60                                      | SY            | 113.00                    | 6,780.00                 | 60.00                          | 6,780.00                                    |  | 6,780.00                                   | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| 56   | Crushed Rock Surface Course                               | 328                                     | TONS          | 51.00                     | 16,728.00                | 328.00                         | 16,728.00                                   |  | 16,728.00                                  | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| 57   | Gravel Surface Course                                     | 1817                                    | TONS          | 35.00                     | 56,595.00                | 1,617.00                       | 56,595.00                                   |  | 56,595.00                                  | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| 58   | Bollard   | 6                                       | EA            | 1,000.00                  | 6,000.00                 | 6.00                           | 6,000.00                                    |  | 6,000.00                                   | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| 59   | Repair Drain Tile   | 5                                       | EA            | 500.00                    | 2,500.00                 | 5.00                           | 2,500.00                                    |  | 2,500.00                                   | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| 60   | Straw Wattle  | 3000                                    | LF            | 4.50                      | 13,500.00                | 3,000.00                       | 13,500.00                                   |  | 13,500.00                                  | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| 61   | Silt Fence, High Porosity                                 | 3000                                    | LF            | 4.50                      | 13,500.00                | 3,000.00                       | 13,500.00                                   |  | 13,500.00                                  | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| 62   | Erosion Control Mat                                       | 3000                                    | SY            | 6.75                      | 20,250.00                | 3,000.00                       | 20,250.00                                   |  | 20,250.00                                  | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| 63   | Seeding, Fertilizer, and Mulch                            | 1                                       | LS            | 25,155.00                 | 25,155.00                | 1.00                           | 25,155.00                                   |  | 25,155.00                                  | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| 64   | County Road Restoration                                   | 1                                       | LS            | 5,000.00                  | 5,000.00                 | 1.00                           | 5,000.00                                    |  | 5,000.00                                   | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| 65   | Temporary Traffic Control                                 | 1                                       | LS            | 4,000.00                  | 4,000.00                 | 1.00                           | 4,000.00                                    |  | 4,000.00                                   | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| Group B - Fire Hydrants                      |   |   |               |                           |                          |                                |   |  |  |  |                             |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| 1  | 6" Fire Hydrant Assembly                                  | 12                                      | EA            | 6,845.00                  | 82,140.00                | 12.00                          | 82,140.00                                   |  | 82,140.00                                  | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| Alternate 1 - Modified Construction Schedule |   |   |               |                           |                          |                                |   |  |  |  |                             |                                |    |  |      |    |           |           |          |           |  |           |      |   |
| 1  | Completion of Milestone by September 1, 2023 (Add/Deduct) | 1                                       | EA            | 50,000.00                 | 50,000.00                | 1.00                           | 50,000.00                                   |  | 50,000.00                                  | 100%   | -                           |                                |    |  |      |    |           |           |          |           |  |           |      |   |
|  |   |   |               |                           | Original Contract Totals |                                | \$  | 3,521,576.00                                 | \$   | 3,521,576.00   | 100%                        | \$                             |    |  |      |    |           |           |          |           |  |           |      |   |



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Progress Estimate - Unit Price Work

| Progress Estimate - Unit Price Work |   |       |    |   |                                |   |  |   |  |  |                                |                                | Contractor's Application for Payment          |           |                            |  |
|-------------------------------------|---|-------|----|---|--------------------------------|---|--|---|--|--|--------------------------------|--------------------------------|---|-----------|----------------------------|--|
| Owner:                              | City of David City                                |       |    |   |                                |   |  |   |  |  |                                |                                | Owner's Project No.:                          | 221276.00 |                            |  |
| Engineer:                           | JEO Consulting Group, Inc.                        |       |    |   |                                |   |  |   |  |  |                                |                                | Engineer's Project No.:                       | 843       |                            |  |
| Contractor:                         | Rudjens Construction Inc.                         |       |    |   |                                |   |  |   |  |  |                                |                                | Contractor's Project No.:                     |           |                            |  |
| Project:                            | 2023 Water Main Improvements North Loop           |       |    |   |                                |   |  |   |  |  |                                |                                |   |           |                            |  |
| Contract:                           | 2023 Water Main Improvements North Loop           |       |    |   |                                |   |  |   |  |  |                                |                                |   |           |                            |  |
| Application No.: 6                  |   |       |    |   |                                |   |  |   |  |  |                                |                                | Application Period: From 01/29/25 to 04/30/25 |           | Application Date: 05/16/25 |  |
| Bid Item No.                        | Description                                       | C     | D  | E | F                              | G   | H  |   | I  | J  | K                              | L                              |   |           |                            |  |
|                                     |   |       |    |   |                                |   | Contract Information                         | Value of Work Completed to Date (E X G) |  |  |                                |                                |   |           |                            |  |
|                                     | Item Quantity                                     | Units |    |   | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) |   | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (L - J) (\$) |   |           |                            |  |
| Change Order 1                      |   |       |    |   |                                |   |  |   |  |  |                                |                                |   |           |                            |  |
| C01.1                               | Mobilization                                      | 1     | EA |   | 1,500.00                       | 1.00  | 1,500.00                                     |   |  | 1,500.00   | 100%                           | -                              |   |           |                            |  |
| C01.2                               | Bonding and Insurance                             | 1     | LS |   | 500.00                         | 1.00  | 500.00                                       |   |  | 500.00   | 100%                           | -                              |   |           |                            |  |
| C01.3                               | 1.5" HDPE Force Main, SDR 11                      | 3784  | LF |   | 71,896.00                      | 3,784.00                                    | 71,896.00                                    |   |  | 71,896.00  | 100%                           | -                              |   |           |                            |  |
| C01.4                               | 1.5" HDPE Force Main, SDR 11, Directionally Bored | 130   | LF |   | 26.00                          | 130.00                                      | 3,380.00                                     |   |  | 3,380.00   | 100%                           | -                              |   |           |                            |  |
| C01.5                               | 1.25" Uni-Lateral Valve with Curb Stop Box        | 1     | EA |   | 955.00                         | 1.00  | 955.00                                       |   |  | 955.00   | 100%                           | -                              |   |           |                            |  |
| C01.6                               | Connect to Existing Manhole                       | 1     | EA |   | 1,000.00                       | 1.00  | 1,000.00                                     |   |  | 1,000.00   | 100%                           | -                              |   |           |                            |  |
| C01.7                               | Seeding, Fertilizer, and Mulch                    | 1     | LS |   | 4,000.00                       | 1.00  | 4,000.00                                     |   |  | 4,000.00   | 100%                           | -                              |   |           |                            |  |
| Change Order 2                      |   |       |    |   |                                |   |  |   |  |  |                                |                                |   |           |                            |  |
| C02.1                               | Hydrant Relocation - STA 222+33                   | 1     | LS |   | 4,115.00                       | 1.00  | 4,115.00                                     |   |  | 4,115.00   | 100%                           | -                              |   |           |                            |  |
| C02.1                               | Hydrant Relocation - STA 300+12                   | 1     | LS |   | 4,115.00                       | 1.00  | 4,115.00                                     |   |  | 4,115.00   | 100%                           | -                              |   |           |                            |  |
| C02.1                               | Hydrant Relocation - STA 600+04                   | 1     | LS |   | 4,115.00                       | 1.00  | 4,115.00                                     |   |  | 4,115.00   | 100%                           | -                              |   |           |                            |  |
| Change Order 3                      |   |       |    |   |                                |   |  |   |  |  |                                |                                |   |           |                            |  |
| C-C03.1                             | Mobilization                                      | 1     | LS |   | 2,000.00                       | 1.00  | 2,000.00                                     |   |  | 2,000.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.2                             | Bonding and Insurance                             | 1     | LS |   | 1,000.00                       | 1.00  | 1,000.00                                     |   |  | 1,000.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.3                             | 3" Velomine Water Main (Install Only)             | 1040  | LF |   | 23.00                          | 1,040.00                                    | 23,920.00                                    |   |  | 23,920.00  | 100%                           | -                              |   |           |                            |  |
| C-C03.4                             | 6" PVC Water Main, DR18                           | 5     | LF |   | 35.00                          | 5.00  | 175.00                                       |   |  | 175.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.5                             | 8" PVC Water Main, DR18, RJ, Directionally Bored  | 815   | LF |   | 70.00                          | 815.00                                      | 57,050.00                                    |   |  | 57,050.00  | 100%                           | -                              |   |           |                            |  |
| C-C03.6                             | 8" PVC Water Main, DR18 (Install Only)            | 280   | LF |   | 25.00                          | 280.00                                      | 7,000.00                                     |   |  | 7,000.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.7                             | 8" PVC Water Main, DR18                           | 1457  | LF |   | 48.00                          | 1,457.00                                    | 69,936.00                                    |   |  | 69,936.00  | 100%                           | -                              |   |           |                            |  |
| C-C03.8                             | 8" Gate Valve and Box, MJ                         | 3     | EA |   | 2,210.00                       | 3.00  | 6,630.00                                     |   |  | 6,630.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.9                             | 3" 22.5" Bend, MJ                                 | 2     | EA |   | 295.00                         | 2.00  | 590.00                                       |   |  | 590.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.10                            | 3" 45" Bend, MJ                                   | 3     | EA |   | 310.00                         | 3.00  | 930.00                                       |   |  | 930.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.11                            | 6" x 3" Reducer, MJ                               | 1     | EA |   | 321.00                         | 1.00  | 321.00                                       |   |  | 321.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.12                            | 8" x 6" Reducer, MJ                               | 1     | EA |   | 420.00                         | 1.00  | 420.00                                       |   |  | 420.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.13                            | 8" x 6" x 8" Tee, MJ (Install Only)               | 2     | EA |   | 175.00                         | 2.00  | 350.00                                       |   |  | 350.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.14                            | 8" x 8" x 8" Tee, MJ                              | 2     | EA |   | 505.00                         | 2.00  | 1,010.00                                     |   |  | 1,010.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.15                            | 8" Plug, MJ                                       | 1     | EA |   | 215.00                         | 1.00  | 215.00                                       |   |  | 215.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.16                            | 3" Cap, MJ  | 1     | EA |   | 180.00                         | 1.00  | 180.00                                       |   |  | 180.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.17                            | 3" x 2" Saddle                                    | 1     | EA |   | 610.00                         | 1.00  | 610.00                                       |   |  | 610.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.18                            | 8" x 1" Saddle                                    | 2     | EA |   | 245.00                         | 2.00  | 490.00                                       |   |  | 490.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.19                            | 2" Flush Hydrant Assembly                         | 1     | EA |   | 2,988.00                       | 1.00  | 2,988.00                                     |   |  | 2,988.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.20                            | 2" PE Water Service (SDR 7)                       | 12    | LF |   | 19.00                          | 12.00                                       | 228.00                                       |   |  | 228.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.21                            | 1" Corporation Stop                               | 2     | EA |   | 225.00                         | 2.00  | 450.00                                       |   |  | 450.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.22                            | 1" PE Water Service (SDR 7)                       | 32    | LF |   | 17.00                          | 32.00                                       | 544.00                                       |   |  | 544.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.23                            | 1" Curb Stop and Box (Install Only)               | 2     | EA |   | 105.00                         | 2.00  | 210.00                                       |   |  | 210.00   | 100%                           | -                              |   |           |                            |  |
| C-C03.24                            | Connect to Existing Water Main                    | 1     | EA |   | 1,000.00                       | 1.00  | 1,000.00                                     |   |  | 1,000.00   | 100%                           | -                              |   |           |                            |  |

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

| Owner: City of David City                         |  | Owner's Project No.: 221276.00                |               |            |                      |                                     |   |  |   |   |   |                                     |                                     |
|---|--|---|---------------|------------|----------------------|-------------------------------------|---|--|---|---|---|-------------------------------------|-------------------------------------|
| Engineer: JEO Consulting Group, Inc.              |  | Engineer's Project No.: 843                   |               |            |                      |                                     |   |  |   |   |   |                                     |                                     |
| Contractor: Ruljens Construction Inc.             |  | Contractor's Project No.:                     |               |            |                      |                                     |   |  |   |   |   |                                     |                                     |
| Project: 2023 Water Main Improvements North Loop  |  |   |               |            |                      |                                     |   |  |   |   |   |                                     |                                     |
| Contract: 2023 Water Main Improvements North Loop |  |   |               |            |                      |                                     |   |  |   |   |   |                                     |                                     |
| Application No.: 6                                |  | Application Period: From 01/29/25 to 04/30/25 |               |            |                      |                                     |   |  |   |   |   |                                     |                                     |
| Application Date: 05/16/25                        |  |   |               |            |                      |                                     |   |  |   |   |   |                                     |                                     |
| A<br>Bid Item No.                                 | B<br>Description                                   | C<br>Contract Information                     |               | D<br>Units | E<br>Unit Price (\$) | F<br>Value of Bid Item (C x E) (\$) | G<br>Work Completed                         |  | H<br>Value of Work Completed to Date (E x G) (\$) | I<br>Materials Currently Stored (not in G) (\$) | J<br>Work Completed and Materials Stored to Date (H + I) (\$) | K<br>% of Value of Item (J / F) (%) | L<br>Balance to Finish (F - J) (\$) |
|   |  | Item Quantity                                 | Item Quantity |            |                      |                                     | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E x G) (\$) |   |   |   |                                     |                                     |
| C-C03.25  | Remove Pavement                                    | 3   | SY            | 16.00      | 48.00                | 3.00                                | 48.00                                       | 100%   | -   |   | 48.00   | 100%                                | -                                   |
| C-C03.26  | 7" Concrete Pavement                               | 3   | SY            | 125.00     | 375.00               | 3.00                                | 375.00                                      | 100%   | -   |   | 375.00  | 100%                                | -                                   |
| C-C03.27  | Crushed Rock Surface Course                        | 200   | TONS          | 55.00      | 11,000.00            | 200.00                              | 11,000.00                                   | 100%   | -   |   | 11,000.00   | 100%                                | -                                   |
| C-C03.28  | Seeding, Fertilizer and Mulch                      | 1   | LS            | 5,500.00   | 5,500.00             | 1.00                                | 5,500.00                                    | 100%   | -   |   | 5,500.00  | 100%                                | -                                   |
| C-C03.29  | County Road Restoration                            | 1   | LS            | 2,500.00   | 2,500.00             | 1.00                                | 2,500.00                                    | 100%   | -   |   | 2,500.00  | 100%                                | -                                   |
| C-C03.30  | Temporary Traffic Control Measures                 | 1   | LS            | 1,500.00   | 1,500.00             | 1.00                                | 1,500.00                                    | 100%   | -   |   | 1,500.00  | 100%                                | -                                   |
| D-C03.1   | 6" Fire Hydrant Assembly (Install Only)            | 1   | LS            | 1,250.00   | 1,250.00             | 1.00                                | 1,250.00                                    | 100%   | -   |   | 1,250.00  | 100%                                | -                                   |
| D-C03.2   | 6" Fire Hydrant Assembly                           | 1   | LS            | 7,405.00   | 7,405.00             | 1.00                                | 7,405.00                                    | 100%   | -   |   | 7,405.00  | 100%                                | -                                   |
| Change Order 4                                    |  |   |               |            |                      |                                     |   |  |   |   |   |                                     |                                     |
| A3  | Stabilized Construction Entrance                   | (4.00)  | EA            | \$3,250.00 | (13,000.00)          | (4.00)                              | (13,000.00)                                 | 100%   | -   |   | (13,000.00)   | 100%                                | -                                   |
| A9  | 16" PVC Water Main, DR 18                          | (29.00)                                       | LF            | \$101.00   | (2,929.00)           | (29.00)                             | (2,929.00)                                  | 100%   | -   |   | (2,929.00)  | 100%                                | -                                   |
| A10   | 16" PVC Water Main, DR 18, RJ, Directionally Bored | (195.00)                                      | LF            | \$290.00   | (56,550.00)          | (195.00)                            | (56,550.00)                                 | 100%   | -   |   | (56,550.00)   | 100%                                | -                                   |
| A21   | 12" Gate Valve and Box, MJ                         | (3.00)  | EA            | \$3,915.00 | (11,745.00)          | (3.00)                              | (11,745.00)                                 | 100%   | -   |   | (11,745.00)   | 100%                                | -                                   |
| A22   | 8" Gate Valve and Box, MJ                          | (2.00)  | EA            | \$2,255.00 | (4,510.00)           | (2.00)                              | (4,510.00)                                  | 100%   | -   |   | (4,510.00)  | 100%                                | -                                   |
| A25   | 16" x 8" x 16" Tee, MJ                             | (1.00)  | EA            | \$2,020.00 | (2,020.00)           | (1.00)                              | (2,020.00)                                  | 100%   | -   |   | (2,020.00)  | 100%                                | -                                   |
| A27   | 12" x 8" x 12" Tee, MJ                             | (1.00)  | EA            | \$999.00   | (999.00)             | (1.00)                              | (999.00)                                    | 100%   | -   |   | (999.00)  | 100%                                | -                                   |
| A28   | 8" x 6" x 8" Tee, MJ                               | (1.00)  | EA            | \$585.00   | (585.00)             | (1.00)                              | (585.00)                                    | 100%   | -   |   | (585.00)  | 100%                                | -                                   |
| A31   | 12" 90° Bend, MJ                                   | (2.00)  | EA            | \$988.00   | (1,976.00)           | (2.00)                              | (1,976.00)                                  | 100%   | -   |   | (1,976.00)  | 100%                                | -                                   |
| A44   | Removal and Replacement of Unsuitable backfill     | (1000.00)                                     | CY            | \$25.00    | (25,000.00)          | (1000.00)                           | (25,000.00)                                 | 100%   | -   |   | (25,000.00)   | 100%                                | -                                   |
| A49   | Remove Existing CMP Culvert                        | 1.00  | EA            | \$250.00   | 250.00               | 1.00                                | 250.00                                      | 100%   | -   |   | 250.00  | 100%                                | -                                   |
| A52   | Remove Pavement                                    | (58.00)                                       | SY            | \$15.00    | (870.00)             | (58.00)                             | (870.00)                                    | 100%   | -   |   | (870.00)  | 100%                                | -                                   |
| A53   | 8" Concrete Pavement                               | (58.00)                                       | SY            | \$115.00   | (6,670.00)           | (58.00)                             | (6,670.00)                                  | 100%   | -   |   | (6,670.00)  | 100%                                | -                                   |
| A56   | Crushed Rock Surface Course                        | (248.00)                                      | TONS          | \$51.00    | (12,648.00)          | (248.00)                            | (12,648.00)                                 | 100%   | -   |   | (12,648.00)   | 100%                                | -                                   |
| A57   | Gravel Surface Course                              | (1582.00)                                     | TONS          | \$35.00    | (55,370.00)          | (1582.00)                           | (55,370.00)                                 | 100%   | -   |   | (55,370.00)   | 100%                                | -                                   |
| A59   | Repair Drain Tile                                  | (5.00)  | EA            | \$500.00   | (2,500.00)           | (5.00)                              | (2,500.00)                                  | 100%   | -   |   | (2,500.00)  | 100%                                | -                                   |
| A60   | Straw Wattle                                       | (3000.00)                                     | LF            | \$4.50     | (13,500.00)          | (3000.00)                           | (13,500.00)                                 | 100%   | -   |   | (13,500.00)   | 100%                                | -                                   |
| A61   | Silt Fence, High Porosity                          | (2000.00)                                     | LF            | \$4.50     | (9,000.00)           | (2000.00)                           | (9,000.00)                                  | 100%   | -   |   | (9,000.00)  | 100%                                | -                                   |
| A62   | Erosion Control Mat                                | (3000.00)                                     | SY            | \$6.75     | (20,250.00)          | (3000.00)                           | (20,250.00)                                 | 100%   | -   |   | (20,250.00)   | 100%                                | -                                   |
| B1  | 6" Fire Hydrant Assembly                           | (1.00)  | EA            | \$6,845.00 | (6,845.00)           | (1.00)                              | (6,845.00)                                  | 100%   | -   |   | (6,845.00)  | 100%                                | -                                   |
| C04.1   | 16" PVC Water Main, DR 18, RJ, Trenched            | 100.00  | LF            | \$130.00   | 13,000.00            | 100.00                              | 13,000.00                                   | 100%   | -   |   | 13,000.00   | 100%                                | -                                   |

Unit Price

Docusign Envelope ID: 998CF762-1382-4F66-8DC6-23F790593D36

| 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.:              |                                |              |                   |   |          |   |
| Contractor:                         | Rutjens Construction Inc.               |   |               |                     |                 |                                |   |  |  |  | Contractor's Project No.:            |                                |              |                   |   |          |   |
| Project:                            | 2023 Water Main Improvements North Loop |   |               |                     |                 |                                |   |  |  |  |                                      |                                |              |                   |   |          |   |
| Contract:                           | 2023 Water Main Improvements North Loop |   |               |                     |                 |                                |   |  |  |  |                                      |                                |              |                   |   |          |   |
| Application No.:                    |   | 6                                       |               | Application Period: |                 | From                           |   | 01/29/25                                     |  | to   |                                      | 04/30/25                       |              | Application Date: |   | 05/16/25 |   |
| A                                   | Bid Item No.                            | B                                       | C             | D                   | E               | F                              | G   | H  | I  | J  | K                                    | L                              |              |                   |   |          |   |
|                                     |   |   |               |                     |                 |                                |   |  |  |  |                                      |                                |              |                   |   |          |   |
|                                     |   | Description                             | Item Quantity | Units               | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%)       | Balance to Finish (F - J) (\$) |              |                   |   |          |   |
|                                     | C-C03.9                                 | 3" 22.5" Bend, MJ                       | (2.00)        | EA                  | \$295.00        | (590.00)                       | (2.00)                                      | (590.00)                                     |  | (590.00)   | 100%                                 | -                              |              |                   |   |          |   |
|                                     | C-C03.10                                | 3" 45" Bend, MJ                         | (1.00)        | EA                  | \$310.00        | (310.00)                       | (1.00)                                      | (310.00)                                     |  | (310.00)   | 100%                                 | -                              |              |                   |   |          |   |
|                                     | C-C03.25                                | Remove Pavement                         | (3.00)        | SY                  | \$16.00         | (48.00)                        | (3.00)                                      | (48.00)                                      |  | (48.00)  | 100%                                 | -                              |              |                   |   |          |   |
|                                     | C-C03.26                                | 7" Concrete Pavement                    | (3.00)        | SY                  | \$125.00        | (375.00)                       | (3.00)                                      | (375.00)                                     |  | (375.00)   | 100%                                 | -                              |              |                   |   |          |   |
|                                     | C-C03.27                                | Crushed Rock Surface Course             | (200.00)      | TONS                | \$55.00         | (11,000.00)                    | (200.00)                                    | (11,000.00)                                  |  | (11,000.00)  | 100%                                 | -                              |              |                   |   |          |   |
|                                     | D-C03.1                                 | 6" Fire Hydrant Assembly (Install Only) | (1.00)        | EA                  | \$1,250.00      | (1,250.00)                     | (1.00)                                      | (1,250.00)                                   |  | (1,250.00)   | 100%                                 | -                              |              |                   |   |          |   |
|                                     | D-C03.2                                 | 6" Fire Hydrant Assembly                | 1.00          | EA                  | \$7,405.00      | 7,405.00                       | 1.00  | 7,405.00                                     |  | 7,405.00   | 100%                                 | -                              |              |                   |   |          |   |
|                                     |   |   |               |                     |                 | Change Order Totals            |   | \$   | 63,516.00                                  | \$   | -                                    | \$                             | 63,516.00    | \$                | - | \$       | - |
| Original Contract and Change Orders |   |   |               |                     |                 |                                |   |  |  |  |                                      |                                |              |                   |   |          |   |
| Project Totals                      |   |   |               |                     |                 | \$                             | 3,585,092.00                                | \$   | -  | \$   | -                                    | \$                             | 3,585,092.00 | \$                | - | \$       | - |

Stored Materials

Council member Keith Marvin made a motion to approve Pay Application No. 17 for BRB Contractors, Inc. in the amount of \$631,214.77 for the Wastewater Treatment Plant Improvement Project. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Docusign Envelope ID: E913E293-9179-40C1-8BA6-76C9C3835F4C

#### Contractor's Application for Payment

|                     |   |                   |                           |           |
|---------------------|---|-------------------|---------------------------|-----------|
| Owner:              | City of David City                                    |                   | Owner's Project No.:      |           |
| Engineer:           | JEO Consulting Group, Inc.                            |                   | Engineer's Project No.:   | 251034.00 |
| Contractor:         | BRB Contractors, Inc.                                 |                   | Contractor's Project No.: | NE3DAV    |
| Project:            | David City Wastewater Treatment Facility Improvements |                   |                           |           |
| Contract:           | David City Wastewater Treatment Facility Improvements |                   |                           |           |
| Application No.:    | 17  | Application Date: | 8/13/2025                 |           |
| Application Period: | From  | 6/26/2025         | to                        | 7/22/2025 |

|  |    |               |
|--|----|---------------|
| 1. Original Contract Price   | \$ | 16,882,000.00 |
| 2. Net change by Change Orders   | \$ | 268,578.59    |
| 3. Current Contract Price (Line 1 + Line 2)  | \$ | 17,150,578.59 |
| 4. Total Work completed and materials stored to date<br>(Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ | 13,711,336.76 |
| 5. Retainage   |    |               |
| a. 5% X \$ 9,140,769.47 Work Completed =   | \$ | 457,038.47    |
| b. 5% X \$ 4,570,567.29 Stored Materials =   | \$ | 228,528.36    |
| c. Total Retainage (Line 5.a + Line 5.b)   | \$ | 685,566.83    |
| 6. Amount eligible to date (Line 4 - Line 5.c)   | \$ | 13,025,769.93 |
| 7. Less previous payments (Line 6 from prior application)  | \$ | 12,394,555.16 |
| 8. Amount due this application   | \$ | 631,214.77    |
| 9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)   | \$ | 4,124,808.66  |

#### Contractor's Certification

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

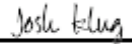
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

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

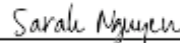
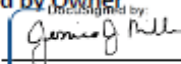
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: BRB Contractors, Inc.

Signature:  Date: 8/5/2025

|                                   |  |                          |   |
|-----------------------------------|--|--------------------------|---|
| <b>Recommended by Engineer</b>    |  | <b>Approved by Owner</b> |   |
| By:                               | <u></u> | By:                      | <u></u> |
| Title:                            | <u>Project Engineer</u>  | Title:                   | <u>Mayor</u>  |
| Date:                             | <u>8/5/2025</u>  | Date:                    | <u>8/18/2025</u>  |
| <b>Approved by Funding Agency</b> |  |                          |   |
| By:                               | <u>N.A.</u>  | By:                      | <u>N.A.</u>   |
| Title:                            | <u></u>  | Title:                   | <u></u>   |
| Date:                             | <u></u>  | Date:                    | <u></u>   |



Docusign Envelope ID: E913E293-9179-40C1-8BA6-76C9C3835F4C

### Progress Estimate - Lump Sum Work

| Owner: City of David City                                       |  | Owner's Project No.:                          |  |                            |                                       |  |                                  |                                |
|---|--|---|--|----------------------------|---------------------------------------|--|----------------------------------|--------------------------------|
| Engineer: JEO Consulting Group, Inc.                            |  | Engineer's Project No.:                       |  |                            |                                       |  |                                  |                                |
| Contractor: BRB Contractors, Inc.                               |  | Contractor's Project No.:                     |  |                            |                                       |  |                                  |                                |
| Project: David City Wastewater Treatment Facility Improvements  |  |   |  |                            |                                       |  |                                  |                                |
| Contract: David City Wastewater Treatment Facility Improvements |  |   |  |                            |                                       |  |                                  |                                |
| Application No.: 17   |  | Application Period: From 06/26/25 to 07/22/25 |  | Application Date: 08/13/25 |                                       |  |                                  |                                |
| A   | B  | C   | D                                      | E                          | F                                     | G  | H                                | I                              |
| Item No.  | Description                                    | Scheduled Value (\$)                          | Work Completed                         |                            | Currently Stored (not in D or E) (\$) | Work Completed and Materials Stored to Date (D + E + F) (\$) | % of Scheduled Value (G / C) (%) | Balance to Finish (C - G) (\$) |
|   |  |   | (D + E) From Previous Application (\$) | This Period (\$)           |                                       |  |                                  |                                |
| Original Contract   |  |   |  |                            |                                       |  |                                  |                                |
| GENERAL SITEWORK  |  |   |  |                            |                                       |  |                                  |                                |
| 1   | Mobilize                                       | \$ 750,000.00                                 |  |                            |                                       | -  | -                                | -                              |
| 2   | Bonds and Insurance                            | \$ 180,000.00                                 |  |                            |                                       | 750,000.00   | 100%                             | -                              |
| 3   | SWPP Items                                     | \$ 25,000.00                                  |  |                            |                                       | 180,000.00   | 100%                             | -                              |
| 4   | Site Clearing                                  | \$ 30,000.00                                  |  |                            |                                       | 22,750.00  | 91%                              | 2,250.00                       |
| 5   | 12" & 16" Forcemain Piping                     | \$ 300,000.00                                 |  |                            |                                       | 30,000.00  | 100%                             | -                              |
| 6   | Other Piping/Valves                            | \$ 1,395,000.00                               |  |                            |                                       | 278,450.76   | 93%                              | 21,549.24                      |
| 7   | Precast Manholes                               | \$ 65,000.00                                  |  |                            |                                       | 63,893.68  | 93%                              | 339,193.32                     |
| 8   | Instrumentation & Control                      | \$ 50,000.00                                  |  |                            |                                       | 940,806.68   | 76%                              | 5,000.00                       |
| 9   | Electrical/Generator Work                      | \$ 125,000.00                                 |  |                            |                                       | 60,000.00  | 92%                              | 34,903.86                      |
| HEADWORKS BUILDING  |  |   |  |                            |                                       |  |                                  |                                |
| 10  | Excavation & Backfill                          | \$ 150,000.00                                 |  |                            |                                       | 15,096.14  | 30%                              | 20,315.15                      |
| 11  | Concrete Base Structure                        | \$ 500,000.00                                 |  |                            |                                       | 87,684.85  | 84%                              | -                              |
| 12  | Concrete Walls Structure                       | \$ 1,207,000.00                               |  |                            |                                       | -  | -                                | 30,000.00                      |
| 13  | Concrete Floor/Deck Structure                  | \$ 350,000.00                                 |  |                            |                                       | 120,000.00   | 80%                              | 100%                           |
| 14  | Misc. Metals Furnish/Install                   | \$ 50,000.00                                  |  |                            |                                       | 500,000.00   | 100%                             | 57,000.00                      |
| 15  | Masonry Above Structure                        | \$ 225,000.00                                 |  |                            |                                       | 1,150,000.00   | 95%                              | 100,000.00                     |
| 16  | Doors & Windows Furnish/Install                | \$ 65,000.00                                  |  |                            |                                       | 250,000.00   | 71%                              | 11,025.00                      |
| 17  | Roof Trusses Furnish/Install                   | \$ 45,000.00                                  |  |                            |                                       | 38,975.00  | 78%                              | -                              |
| 18  | Standing Seam Roof & Specialties               | \$ 100,000.00                                 |  |                            |                                       | 225,000.00   | 100%                             | 39,362.86                      |
| 19  | Slide Gates Furnish/Install                    | \$ 100,000.00                                 |  |                            |                                       | 25,637.14  | 39%                              | 40,075.00                      |
| 20  | Bar Screen Furnish/Install                     | \$ 200,000.00                                 |  |                            |                                       | 4,925.00   | 11%                              | 100,000.00                     |
| 21  | Grit Equipment, Valves, Flumes Furnish/Install | \$ 1,300,000.00                               |  |                            |                                       | -  | 0%                               | 8,000.00                       |
| 22  | Parshall Flume                                 | \$ 10,000.00                                  |  |                            |                                       | 92,000.00  | 92%                              | 100,000.00                     |
| 23  | Indoor Sampler                                 | \$ 20,000.00                                  |  |                            |                                       | 185,000.00   | 93%                              | 8,000.00                       |
| 24  | Painting Structure                             | \$ 40,000.00                                  |  |                            |                                       | 871,833.31   | 67%                              | 20,000.00                      |
| 25  | Instrumentation & Control Work                 | \$ 950,000.00                                 |  |                            |                                       | -  | 0%                               | 20,000.00                      |
| 26  | Mechanical Work (both buildings)               | \$ 270,000.00                                 |  |                            |                                       | -  | 0%                               | 266,256.60                     |
| 27  | Electrical Work                                | \$ 700,000.00                                 |  |                            |                                       | 473,743.40   | 72%                              | 228,080.00                     |
| AGP FLUME NO. 20  |  |   |  |                            |                                       |  |                                  |                                |
| 28  | Excavation & Backfill                          | \$ 15,000.00                                  |  |                            |                                       | 41,920.00  | 16%                              | 334,737.15                     |
| 29  | Concrete Base                                  | \$ 20,000.00                                  |  |                            |                                       | 85,762.85  | 52%                              | -                              |
| 30  | Concrete Walls                                 | \$ 42,000.00                                  |  |                            |                                       | -  | -                                | 2,000.00                       |

### Contractor's Application for Payment

|                    |   |
|--------------------|---|
| <b>Owner:</b>      | City of David City                                    |
| <b>Engineer:</b>   | JEO Consulting Group, Inc.                            |
| <b>Contractor:</b> | BRB Contractors, Inc.                                 |
| <b>Project:</b>    | David City Wastewater Treatment Facility Improvements |
| <b>Contract:</b>   | David City Wastewater Treatment Facility Improvements |

### Contractor's Application for Payment

Lump Sum

Docusign Envelope ID: E913E293-9179-40C1-8BA6-76C9C3835F4C

| Progress Estimate - Lump Sum Work |   |                      |  |                  |                                       |  |                                  |                                |                   | Contractor's Application for Payment |          |  |  |  |
|-----------------------------------|---|----------------------|--|------------------|---------------------------------------|--|----------------------------------|--------------------------------|-------------------|--------------------------------------|----------|--|--|--|
| Owner:                            | City of David City                                    |                      |  |                  |                                       | Owner's Project No.:   |                                  |                                |                   |                                      |          |  |  |  |
| Engineer:                         | JEO Consulting Group, Inc.                            |                      |  |                  |                                       | Engineer's Project No.:                                      |                                  |                                |                   |                                      |          |  |  |  |
| Contractor:                       | BRB Contractors, Inc.                                 |                      |  |                  |                                       | Contractor's Project No.:                                    |                                  |                                |                   |                                      |          |  |  |  |
| Project:                          | David City Wastewater Treatment Facility Improvements |                      |  |                  |                                       |  |                                  |                                |                   |                                      |          |  |  |  |
| Contract:                         | David City Wastewater Treatment Facility Improvements |                      |  |                  |                                       |  |                                  |                                |                   |                                      |          |  |  |  |
| Application No.:                  | 17  | Application Period:  |  | From             | 06/26/25                              |  | to                               | 07/22/25                       | Application Date: |                                      | 08/13/25 |  |  |  |
| 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 (\$) |                                       |  |                                  |                                |                   |                                      |          |  |  |  |
| Change Orders                     |   |                      |  |                  |                                       |  |                                  |                                |                   |                                      |          |  |  |  |
| 1                                 | Misc Submittals and Deducts                           | \$ 39,532.11         | \$ 35,724.56                           |                  |                                       | \$ 35,724.56   | 90%                              | \$ 3,807.55                    |                   |                                      |          |  |  |  |
| 2                                 | Headworks Stabilization Rock                          | \$ 133,342.31        | \$ 133,342.31                          |                  |                                       | \$ 133,342.31  | 100%                             | -                              |                   |                                      |          |  |  |  |
| 3                                 | Temporary Bypass Lane                                 | \$ 105,656.02        | \$ 105,656.02                          |                  |                                       | \$ 105,656.02  | 100%                             | -                              |                   |                                      |          |  |  |  |
| 4                                 | Headworks Building Deducts                            | \$ (9,951.85)        |  |                  |                                       | -  | 0%                               | (9,951.85)                     |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -                              |                   |                                      |          |  |  |  |
|                                   |   |                      |  |                  |                                       | -  |                                  | -</                            |                   |                                      |          |  |  |  |

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| Stored Materials Summary   |                              |  |  |                       |   |                                       |  |   |  |   |  |   |
|--|------------------------------|--|--|-----------------------|---|---------------------------------------|--|---|--|---|--|---|
| Contractor's Application for Payment                                     |                              |  |  |                       |   |                                       |  |   |  |   |  |   |
| Owner's Project No.: 251034 00   |                              |  |  |                       |   |                                       |  |   |  |   |  |   |
| Engineer's Project No.: NE3DAV   |                              |  |  |                       |   |                                       |  |   |  |   |  |   |
| Contractor's Project No.:  |                              |  |  |                       |   |                                       |  |   |  |   |  |   |
| Contract:  |                              |  |  |                       |   |                                       |  |   |  |   |  |   |
| David City Wastewater Treatment Facility Improvements                    |                              |  |  |                       |   |                                       |  |   |  |   |  |   |
| David City Wastewater Treatment Facility Improvements                    |                              |  |  |                       |   |                                       |  |   |  |   |  |   |
| Application No.: 17  |                              |  |  |                       |   |                                       |  |   |  |   |  |   |
| Application Period: From 06/26/25 to 07/22/25 Application Date: 08/13/25 |                              |  |  |                       |   |                                       |  |   |  |   |  |   |
| A<br>Item No.<br>(Lump Sum Tab)<br>or Bid Item No.<br>(Unit Price Tab)   | B<br>Supplier<br>Invoice No. | C<br>Submittal No.<br>(with<br>Specification<br>Section No.) | D<br>Description of Materials or<br>Equipment Stored | E<br>Storage Location | F<br>Application<br>No. When<br>Materials<br>Placed in<br>Storage | Materials Stored                      |  | I<br>Amount Stored to<br>Date<br>(G + H)<br>(S) | J<br>Amount Previously<br>Incorporated in the<br>Work<br>(S) | K<br>Amount<br>Incorporated in the<br>Work this Period<br>(S) | L<br>Total Amount<br>Incorporated in the<br>Work<br>(J + K)<br>(S) | M<br>Materials<br>Remaining in<br>Storage<br>(I - L)<br>(S) |
|  |                              |  |  |                       |   | G<br>Previous Amount<br>Stored<br>(S) | H<br>Amount Stored this<br>Period<br>(S) |   |  |   |  |   |
|  | 50026177578                  |  | Aqua Aerobics Down Payment                           |                       |   | 261,353.50                            |  | 19,091.30                                       | 261,353.50   |   | 19,091.30  | -   |
|  | 50026159555                  |  | Rebar  |                       |   | 19,091.30                             |  | 28,359.32                                       | 28,359.32  |   | 28,359.32  | -   |
|  | 50026147392                  |  | Rebar  |                       |   | 26,753.09                             |  | 29,743.20                                       | 26,753.09  |   | 29,743.20  | -   |
|  | 50026147072                  |  | Rebar  |                       |   | 29,743.20                             |  | 29,743.20                                       | 29,743.20  |   | 29,743.20  | -   |
|  | 50026147071                  |  | Rebar  |                       |   | 29,743.20                             |  | 29,743.20                                       | 29,743.20  |   | 29,743.20  | -   |
|  | 50026114832                  |  | Rebar  |                       |   | 29,743.20                             |  | 22,299.72                                       | 29,743.20  |   | 22,299.72  | -   |
|  | 50026127187                  |  | Rebar  |                       |   | 30,145.37                             |  | 1,964.40  | 30,145.37  |   | 1,964.40   | -   |
|  | 50026303876                  |  | Rebar  |                       |   | 420.00                                |  | 3,170.72  | 420.00   |   | 3,170.72   | -   |
|  | 0755219-1                    |  | Polywrap   |                       |   | 6,675.00                              |  | 17,736.06                                       | 6,675.00   |   | 17,736.06  | -   |
|  | 755226                       |  | Polywrap   |                       |   | 17,736.06                             |  | 26,960.24                                       | 17,736.06  |   | 26,960.24  | -   |
|  | 755219                       |  | Polywrap   |                       |   | 26,960.24                             |  | 18,469.82                                       | 26,960.24  |   | 18,469.82  | -   |
|  | 27693                        |  | HME Shop Drawings                                    |                       |   | 18,469.82                             |  | 76,643.95                                       | 18,469.82  |   | 76,643.95  | -   |
|  | 50026415841                  |  | Rebar  |                       |   | 18,451.18                             |  | 15,132.60                                       | 18,451.18  |   | 15,132.60  | -   |
|  | 50026367581                  |  | Rebar  |                       |   | 15,132.60                             |  | 650.00  | 15,132.60  |   | 650.00   | -   |
|  | 50026337203                  |  | Rebar  |                       |   | 5,675.00                              |  | 2,179.06  | 5,675.00   |   | 2,179.06   | -   |
|  | 50026192138                  |  | Rebar  |                       |   | 5,892.80                              |  | 522,707.00                                      | 5,892.80   |   | 522,707.00   | -   |
|  | 94020                        |  | SBR Wall Valves                                      |                       |   | 522,707.00                            |  | 1,975.74  | 522,707.00   |   | 1,975.74   | -   |
|  | 755902                       |  | Ductile Iron Pipe                                    |                       |   | 1,975.74                              |  | 10,440.99                                       | 1,975.74   |   | 10,440.99  | -   |
|  | 755171                       |  | Ductile Iron Pipe                                    |                       |   | 10,440.99                             |  | 83,203.12                                       | 10,440.99  |   | 83,203.12  | -   |
|  | 50026489471                  |  | Rebar  |                       |   | 83,203.12                             |  | 21,275.08                                       | 83,203.12  |   | 21,275.08  | -   |
|  | 50026599911                  |  | Rebar  |                       |   | 21,275.08                             |  | 622.71  | 21,275.08  |   | 622.71   | -   |
|  | 50026604462                  |  | Concrete Expansion Joints                            |                       |   | 622.71                                |  | 22,446.17                                       | 622.71   |   | 22,446.17  | -   |
|  | 105795-2                     |  | Aqua Aerobics - Second Payment                       |                       |   | 22,446.17                             |  | 5,056.44  | 22,446.17  |   | 5,056.44   | -   |
|  | 0756281-2                    |  | Ductile Iron Pipe and Accessories                    |                       |   | 5,056.44                              |  | 128,612.31                                      | 5,056.44   |   | 128,612.31   | -   |
|  | 0756281-1                    |  | Ductile Iron Pipe and Accessories                    |                       |   | 128,612.31                            |  | 7,803.31  | 128,612.31   |   | 7,803.31   | -   |
|  | 757833                       |  | 24" PVC Pipe   |                       |   | 7,803.31                              |  | 20,025.00                                       | 7,803.31   |   | 20,025.00  | -   |
|  | 0755902-1                    |  | Ductile Iron Pipe and Accessories                    |                       |   | 20,025.00                             |  | 30,750.00                                       | 20,025.00  |   | 30,750.00  | -   |
|  | 757699                       |  | Ductile Iron Pipe and Accessories                    |                       |   | 30,750.00                             |  |   | 30,750.00  |   |  | -   |
|  | 755893                       |  | Ductile Iron Pipe and Accessories                    |                       |   |                                       |  |   |  |   |  | -   |
|  | 756281                       |  | Ductile Iron Pipe and Accessories                    |                       |   |                                       |  |   |  |   |  | -   |
|  | 94511                        |  | Butterfly Valves and Accessories                     |                       |   |                                       |  |   |  |   |  | -   |
|  | 94275                        |  | Air Release Valves                                   |                       |   |                                       |  |   |  |   |  | -   |
|  | 27920                        |  | HME Shop Drawings                                    |                       |   |                                       |  |   |  |   |  | -   |
|  | 0174120-IN                   |  | Hatches and Crane Equipment                          |                       |   |                                       |  |   |  |   |  | -   |



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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.:   | 251034.00 |
| Contractor: | B&B Contractors, Inc.                                 | Contractor's Project No.: | NEDAV     |
| Project:    | David City Wastewater Treatment Facility Improvements |                           |           |
| Contract:   | David City Wastewater Treatment Facility Improvements |                           |           |

| Application No.: 17   |                         | Application Period: From 06/26/25 to 07/22/25           |   |   |  | Application Date: 08/13/25        |  |   |  |   |  |   |
|---|-------------------------|---|---|---|--|-----------------------------------|--|---|--|---|--|---|
| A   | B                       | C   | D   | E | F  | G                                 | H  | I   | J  | K   | L  | M   |
| Item No.<br>(Lump Sum Tab)<br>or Bid Item No.<br>(Unit Price Tab) | Supplier<br>Invoice No. | Submittal No.<br>(with<br>Specification<br>Section No.) | Description of Materials or<br>Equipment Stored |   | Application<br>No. When<br>Materials<br>Placed in<br>Storage | Previous Amount<br>Stored<br>(\$) | Materials Stored<br>Amount Stored this<br>Period<br>(\$) | Amount Stored to<br>Date<br>(G + H)<br>(\$) | Amount Previously<br>Incorporated in the<br>Work<br>(\$) | Incorporated in Work<br>Amount<br>Incorporated in the<br>Work this Period<br>(\$) | Total Amount<br>Incorporated in the<br>Work<br>(J + K)<br>(\$) | Materials<br>Remaining in<br>Storage<br>(L - L)<br>(\$) |
| 0756281-3   |                         |   | Ductile Iron Pipe and Accessories               |   |  | 3,181.29                          |  | 3,181.29                                    |  |   | -  | 3,181.29  |
| 2022-113  |                         |   | Electrical Stored Materials                     |   |  | 36,633.43                         |  | 36,633.43                                   |  |   | -  | 36,633.43   |
| 758984  |                         |   | Ductile Iron Force Main Pipe                    |   |  | 184,557.08                        |  | 184,557.08                                  | 184,557.08   |   | 184,557.08   | -   |
| 94711   |                         |   | Valves  |   |  | 116,428.37                        |  | 116,428.37                                  |  |   | -  | 116,428.37  |
| 0755902-2   |                         |   | Ductile Iron Pipe                               |   |  | 23,676.17                         |  | 23,676.17                                   | 23,676.17  |   | 23,676.17  | -   |
| 50027906312   |                         |   | Rebar   |   |  | 27,202.03                         |  | 27,202.03                                   | 27,202.03  |   | 27,202.03  | -   |
| 50027701696   |                         |   | Rebar   |   |  | 2,573.98                          |  | 2,573.98                                    | 2,573.98   |   | 2,573.98   | -   |
| 50027633543   |                         |   | Rebar   |   |  | 14,510.75                         |  | 14,510.75                                   | 14,510.75  |   | 14,510.75  | -   |
| 50027614897   |                         |   | Rebar   |   |  | 20,282.00                         |  | 20,282.00                                   | 20,282.00  |   | 20,282.00  | -   |
| 95073   |                         |   | Gates/Valves/Flumes                             |   |  | 10,622.32                         |  | 10,622.32                                   |  |   | -  | 10,622.32   |
| 94913   |                         |   | Gates/Valves/Flumes                             |   |  | 135,104.83                        |  | 135,104.83                                  |  |   | -  | 135,104.83  |
| 0758684-2   |                         |   | Ductile Iron Pipe                               |   |  | 89,965.26                         |  | 89,965.26                                   | 40,000.00  |   | 40,000.00  | 49,965.26   |
| 0758684-1   |                         |   | Ductile Iron Pipe                               |   |  | 48,516.80                         |  | 48,516.80                                   | 30,000.00  |   | 30,000.00  | 18,516.80   |
| 760997  |                         |   | Ductile Iron Pipe                               |   |  | 30,341.68                         |  | 30,341.68                                   |  |   | -  | 30,341.68   |
| 0757692-1   |                         |   | Ductile Iron Pipe                               |   |  | 6,545.67                          |  | 6,545.67                                    | 6,545.67   |   | 6,545.67   | -   |
| 757692  |                         |   | Ductile Iron Pipe                               |   |  | 34,436.37                         |  | 34,436.37                                   | 10,000.00  |   | 10,000.00  | 24,436.37   |
| 8635424-01  |                         |   | Electrical Stored Materials                     |   |  | 1,893.10                          |  | 1,893.10                                    | 1,893.10   |   | 1,893.10   | -   |
| 8653766-00  |                         |   | Electrical Stored Materials                     |   |  | 1,344.01                          |  | 1,344.01                                    | 1,344.01   |   | 1,344.01   | -   |
| 8635424-00  |                         |   | Electrical Stored Materials                     |   |  | 1,029.30                          |  | 1,029.30                                    | 1,029.30   |   | 1,029.30   | -   |
| 8651280-00  |                         |   | Electrical Stored Materials                     |   |  | 249.97                            |  | 249.97                                      | 249.97   |   | 249.97   | -   |
| 8602508-01  |                         |   | Electrical Stored Materials                     |   |  | 5,846.58                          |  | 5,846.58                                    | 5,846.58   |   | 5,846.58   | -   |
| 8602508-02  |                         |   | Electrical Stored Materials                     |   |  | 18,107.44                         |  | 18,107.44                                   | 18,107.44  |   | 18,107.44  | -   |
| 8634948-00  |                         |   | Electrical Stored Materials                     |   |  | 10.92                             |  | 10.92                                       | 10.92  |   | 10.92  | -   |
| 2022-119  |                         |   | Electrical Stored Materials                     |   |  | 5,915.24                          |  | 5,915.24                                    | 5,915.24   |   | 5,915.24   | -   |
| 95314   |                         |   | Valves  |   |  | 35,962.26                         |  | 35,962.26                                   |  |   | -  | 35,962.26   |
| 95296   |                         |   | Valves  |   |  | 5,507.18                          |  | 5,507.18                                    |  |   | -  | 5,507.18  |
| 95194   |                         |   | Valves  |   |  | 64,227.99                         |  | 64,227.99                                   |  |   | -  | 64,227.99   |
| 0760997-1   |                         |   | Embedded Wall Pipe                              |   |  | 10,490.00                         |  | 10,490.00                                   | 10,490.00  |   | 10,490.00  | -   |
| 761001  |                         |   | Embedded Wall Pipe                              |   |  | 10,763.56                         |  | 10,763.56                                   | 10,763.56  |   | 10,763.56  | -   |
| 759887  |                         |   | Ductile Iron Fittings                           |   |  | 14,654.75                         |  | 14,654.75                                   |  |   | -  | 14,654.75   |
| 0760997-2   |                         |   | Ductile Iron Pipe                               |   |  | 18,733.52                         |  | 18,733.52                                   |  |   | -  | 18,733.52   |
| 50028222134   |                         |   | Headworks Area Rebar                            |   |  | 17,661.05                         |  | 17,661.05                                   | 17,661.05  |   | 17,661.05  | -   |
| 50028559050   |                         |   | Generator Pad Rebar                             |   |  | 5,316.85                          |  | 5,316.85                                    |  |   | -  | 5,316.85  |
| 95460   |                         |   | Valves  |   |  | 9,113.55                          |  | 9,113.55                                    |  |   | -  | 9,113.55  |
| 765559  |                         |   | Ductile Iron Pipe                               |   |  | 11,022.47                         |  | 11,022.47                                   |  |   | -  | 11,022.47   |
| 765117  |                         |   | Ductile Iron Pipe                               |   |  | 95,948.26                         |  | 95,948.26                                   |  |   | -  | 95,948.26   |
| 764836  |                         |   | Ductile Iron Pipe                               |   |  | 22,291.21                         |  | 22,291.21                                   |  |   | -  | 22,291.21   |
| 764427  |                         |   | Ductile Iron Pipe                               |   |  | 2,800.00                          |  | 2,800.00                                    |  |   | -  | 2,800.00  |
| 0764836-1   |                         |   | Ductile Iron Pipe                               |   |  | 9,449.42                          |  | 9,449.42                                    |  |   | -  | 9,449.42  |
| 764846  |                         |   | Ductile Iron Pipe                               |   |  | 21,007.67                         |  | 21,007.67                                   |  |   | -  | 21,007.67   |
| 0765117-2   |                         |   | Ductile Iron Pipe                               |   |  | 21,792.38                         |  | 21,792.38                                   |  |   | -  | 21,792.38   |
| 8653766-01  |                         |   | Electrical Stored Materials                     |   |  | 6,180.00                          |  | 6,180.00                                    | 6,180.00   |   | 6,180.00   | -   |
| 8635424-02  |                         |   | Electrical Stored Materials                     |   |  | 9,419.62                          |  | 9,419.62                                    | 9,419.62   |   | 9,419.62   | -   |

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| Stored Materials Summary   |                         |   |   |                  |  |                                  |   |  |   |  |   |  |
|--|-------------------------|---|---|------------------|--|----------------------------------|---|--|---|--|---|--|
| Contractor's Application for Payment                                     |                         |   |   |                  |  |                                  |   |  |   |  |   |  |
| Owner: City of David City  |                         |   |   |                  |  |                                  |   |  |   |  |   |  |
| Engineer: JEO Consulting Group, Inc.                                     |                         |   |   |                  |  |                                  |   |  |   |  |   |  |
| Contractor: BRB Contractors, Inc.  |                         |   |   |                  |  |                                  |   |  |   |  |   |  |
| Project: David City Wastewater Treatment Facility Improvements           |                         |   |   |                  |  |                                  |   |  |   |  |   |  |
| Contract: David City Wastewater Treatment Facility Improvements          |                         |   |   |                  |  |                                  |   |  |   |  |   |  |
| Application No.: 17  |                         |   |   |                  |  |                                  |   |  |   |  |   |  |
| Application Period: From 06/26/25 to 07/22/25 Application Date: 08/13/25 |                         |   |   |                  |  |                                  |   |  |   |  |   |  |
| A  | B                       | C   | D   | E                | F  | G                                | H   | I  | J   | K  | L   | M  |
| Item No.<br>(Lump Sum Tab)<br>or Bid Item No.<br>(Unit Price Tab)        | Supplier<br>Invoice No. | Submittal No.<br>(with<br>Specification<br>Section No.) | Description of Materials or<br>Equipment Stored | Storage Location | Application<br>No. When<br>Materials<br>Placed in<br>Storage | Previous Amount<br>Stored<br>(S) | Materials Stored<br>Amount Stored this<br>Period<br>(S) | Amount Stored to<br>Date<br>(G + H)<br>(S) | Amount Previously<br>Incorporated in the<br>Work<br>(S) | Amount<br>Incorporated in the<br>Work this Period<br>(S) | Total Amount<br>Incorporated in the<br>Work<br>(J + K)<br>(S) | Materials<br>Remaining in<br>Storage<br>(I - L)<br>(S) |
| 8635424-03   |                         |   | Electrical Stored Materials                     |                  |  | 5,327.55                         |   | 5,327.55                                   | 5,327.55  |  | 5,327.55  | -  |
| 8658232-00   |                         |   | Electrical Stored Materials                     |                  |  | 20,413.00                        |   | 20,413.00                                  | 15,000.00   |  | 15,000.00   | 5,413.00   |
| 8658232-04   |                         |   | Electrical Stored Materials                     |                  |  | 4,119.52                         |   | 4,119.52                                   | 4,119.52  |  | 4,119.52  | -  |
| 8666003-00   |                         |   | Electrical Stored Materials                     |                  |  | 8,910.00                         |   | 8,910.00                                   | 8,910.00  |  | 8,910.00  | -  |
| 8602508-03   |                         |   | Electrical Stored Materials                     |                  |  | 5,317.25                         |   | 5,317.25                                   | 5,317.25  |  | 5,317.25  | -  |
| 8658232-02   |                         |   | Electrical Stored Materials                     |                  |  | 31,315.00                        |   | 31,315.00                                  |   | 31,315.00  | 31,315.00   | -  |
| 8658232-01   |                         |   | Electrical Stored Materials                     |                  |  | 32,956.00                        |   | 32,956.00                                  |   |  |   | 32,956.00  |
| NECOL356197  |                         |   | Electrical Stored Materials                     |                  |  | 301.18                           |   | 301.18                                     |   |  |   | 301.18   |
| 79795  |                         |   | Electrical Stored Materials                     |                  |  | 270.00                           |   | 270.00                                     |   |  |   | 270.00   |
| 12251  |                         |   | HQA Progress Billing                            |                  |  | 227,884.60                       |   | 227,884.60                                 |   |  |   | 227,884.60   |
| 27665  |                         |   | Submersible Pumps                               |                  |  | 432,500.00                       |   | 432,500.00                                 |   |  |   | 432,500.00   |
| 0174897-IN   |                         |   | Hoist   |                  |  | 19,110.00                        |   | 19,110.00                                  |   |  |   | 19,110.00  |
| 0765117-6  |                         |   | Pipe and Fittings                               |                  |  | 9,402.29                         |   | 9,402.29                                   |   |  |   | 9,402.29   |
| 0765117-5  |                         |   | Pipe and Fittings                               |                  |  | 39,726.61                        |   | 39,726.61                                  |   |  |   | 39,726.61  |
| 0765117-4  |                         |   | Pipe and Fittings                               |                  |  | 6,442.13                         |   | 6,442.13                                   |   |  |   | 6,442.13   |
| 0760997-3  |                         |   | Pipe and Fittings                               |                  |  | 26,816.12                        |   | 26,816.12                                  |   |  |   | 26,816.12  |
| 0765117-3  |                         |   | Pipe and Fittings                               |                  |  | 578.28                           |   | 578.28                                     |   |  |   | 578.28   |
| 766259   |                         |   | Pipe and Fittings                               |                  |  | 21,663.44                        |   | 21,663.44                                  |   |  |   | 21,663.44  |
| 764818   |                         |   | Pipe and Fittings                               |                  |  | 25,146.59                        |   | 25,146.59                                  |   |  |   | 25,146.59  |
| 95755  |                         |   | Valves  |                  |  | 33,531.00                        |   | 33,531.00                                  |   |  |   | 33,531.00  |
| 8635424-05   |                         |   | Electrical Stored Materials                     |                  |  | 386.20                           |   | 386.20                                     | 386.20  |  | 386.20  | -  |
| 8658653-00   |                         |   | Electrical Stored Materials                     |                  |  | 1,335.00                         |   | 1,335.00                                   | 1,335.00  |  | 1,335.00  | -  |
| 8602508-04   |                         |   | Electrical Stored Materials                     |                  |  | 373.10                           |   | 373.10                                     | 373.10  |  | 373.10  | -  |
| 8694471-00   |                         |   | Electrical Stored Materials                     |                  |  | 266.93                           |   | 266.93                                     | 266.93  |  | 266.93  | -  |
| 8602508-05   |                         |   | Electrical Stored Materials                     |                  |  | 2,328.26                         |   | 2,328.26                                   | 2,328.26  |  | 2,328.26  | -  |
| 8658232-06   |                         |   | Electrical Stored Materials                     |                  |  | 12,514.95                        |   | 12,514.95                                  | 6,000.00  |  | 6,000.00  | 6,514.95   |
| 8782   |                         |   | Grit Pump                                       |                  |  | 23,395.00                        |   | 23,395.00                                  |   |  |   | 23,395.00  |
| 29452  |                         |   | Handrail  |                  |  | 12,300.00                        |   | 12,300.00                                  |   |  |   | 12,300.00  |
| 568  |                         |   | HVAC, Air Conditioners                          |                  |  | 16,920.00                        |   | 16,920.00                                  |   |  |   | 16,920.00  |
| 0765117-7  |                         |   | Pipe and Fittings                               |                  |  | 2,528.22                         |   | 2,528.22                                   |   |  |   | 2,528.22   |
| 766417   |                         |   | Piping System/Ball Valves                       |                  |  | 3,112.76                         |   | 3,112.76                                   |   |  |   | 3,112.76   |
| 770080   |                         |   | Pipe and Fittings                               |                  |  | 4,184.11                         |   | 4,184.11                                   |   |  |   | 4,184.11   |
| 765579   |                         |   | Pipe and Fittings                               |                  |  | 33,920.76                        |   | 33,920.76                                  |   |  |   | 33,920.76  |
| 0057750-IN   |                         |   | Sand/Oil Trap                                   |                  |  | 10,900.00                        |   | 10,900.00                                  | 10,900.00   |  | 10,900.00   | -  |
| 29678  |                         |   | Ladders   |                  |  | 8,250.00                         |   | 8,250.00                                   |   |  |   | 8,250.00   |
| 769915   |                         |   | Pipe and Fittings                               |                  |  | 17,343.56                        |   | 17,343.56                                  |   |  |   | 17,343.56  |
| 1045880  |                         |   | Aqua Aerobics SBR Equipment                     |                  |  | 254,849.56                       |   | 254,849.56                                 | 100,000.00  |  | 100,000.00  | 154,849.56   |
| 1046052  |                         |   | Aqua Aerobics SBR Equipment                     |                  |  | 703,753.84                       |   | 703,753.84                                 |   |  |   | 703,753.84   |
| 24105-18870  |                         |   | Bar Screen                                      |                  |  | 127,871.00                       |   | 127,871.00                                 |   | 127,871.00   | 127,871.00  | -  |
| 92726-00   |                         |   | Generator                                       |                  |  | 82,368.00                        |   | 82,368.00                                  |   |  |   | 82,368.00  |
| 8653766-02   |                         |   | Electrical Stored Materials                     |                  |  | 12,200.28                        |   | 12,200.28                                  |   |  |   | 12,200.28  |
| 1046371  |                         |   | Aqua Aerobics SBR Equipment                     |                  |  | 56,029.84                        |   | 56,029.84                                  |   |  |   | 56,029.84  |
| 448099   |                         |   | Precast Manholes                                |                  |  | 6,829.90                         |   | 6,829.90                                   | 6,829.90  |  | 6,829.90  | -  |

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Council member Bruce Meysenburg made a motion to approve the Certificate of Substantial Completion for Maguire Iron, Inc. for the 2024 Water Tower Repainting Project. 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.

Docusign Envelope ID: D59F0909-162A-41F8-8741-205740BAD980

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of David City Owner's Project No.:  
Engineer: JEO Consulting Group, Inc. Engineer's Project No.: 230622.00  
Contractor: Maguire Iron, Inc. Contractor's Project No.:  
Project: 2024 Water Tower Repainting; SRF Project No. D311686  
Contract Name: 2024 Water Tower Repainting; SRF Project No. D311686

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

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

Not applicable.

Date of Substantial Completion: July 21, 2025

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

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

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

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

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

Not applicable.

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

Not applicable.

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

Final punch list.

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

|   |   |   |
|---|---|---|
| EXECUTED BY ENGINEER:<br><small>(Document Held By)</small>          | RECEIVED:<br><small>(Document Held By)</small>                        | RECEIVED:<br><small>(Document Held By)</small>                                |
| By: <u>Ethan Jay, P.E.</u><br><small>(Authorized Signature)</small> | By: <u>Jeremy Abel</u><br><small>Owner (Authorized Signature)</small> | By: <u>Gene Jones, JR</u><br><small>Contractor (Authorized Signature)</small> |
| Title: _____  | Title: _____  | Title: _____  |
| Date: <u>7/22/2025</u>  | Date: <u>8/18/2025</u>  | Date: <u>7/22/2025</u>  |



## Water Tower Repainting Punch List Document – Final Completion

DATE | 07/21/2025  
PROJECT | 2024 Water Tower Repainting  
JEO PROJECT NO. | 230622.00  
LOCATION | David City, NE  
OWNER | City of David City, NE  
CONTRACTOR | Maquire Iron, Inc.

### General Punch List Items:

1. Fix exterior paint on the bottom bowl of the water tower. There are several visible paint brush marks and inconsistent coloring. Per specification 09 97 13 section 3.04.
  - a. See attached photo:



2. Fix exterior paint on the riser and pedestal of the water tower. There are several visible paint brush marks and runs of paint for an inconsistent finish. Per specification 09 97 13 section 3.04.
  - a. See attached photo:





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3. Fix exterior paint of lower stripe for the water tower logo. The stripe is not straight, and the irregularities can be seen from the road. Per specification 09 97 13 section 3.04.
  - a. See the attached photo:



4. Provide Test Report for results of wet film, dry film, and Holiday testing as stated in AWWA D-102, per Specification 09 97 13 section 3.05.A.4.
5. Install new cable style fall protection system, per specification 01 10 00 section 2.03.
6. Install inlet riser pipe insulation jacketing, per specification 01 10 00 section 2.05.
7. Clean the water tower site and restore it to as clean and sightly condition as before the work began, per specification 01 10 00 section 3.08.

Council member Kevin Woita made a motion to approve Change Order No. 4 in the amount of \$8,962.80 for Municipal Pipe Tool to replace the entire fence along the highway. 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.



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

July 28, 2025

**CHANGE ORDER NO. 4**

CITY OF DAVID CITY  
SOUTH SEWER REHAB

Change Order No. 4 modifies the contract to do the following:

- Remove the Chain Link Fence item at the partial replacement unit price.
- Add the Chain Link Fence, Full Replacement item at a lower unit price.

Compensation

| Item No. | Bid Item                           | Unit | Qty  | Unit Price        | Extended Price    |
|----------|------------------------------------|------|------|-------------------|-------------------|
| CO 3.01  | Chain Link Fence                   | LF   | -205 | \$37.90           | (\$7,769.50)      |
| CO 4.01  | Chain Link Fence, Full Replacement | LF   | 610  | \$27.43           | \$16,732.30       |
|          |                                    |      |      | <b>Total CO 4</b> | <b>\$8,962.80</b> |

Change Order No. 4 Increases the contract amount by \$8,962.80. New contract amount is \$661,720.50.

Reference Information

**Item 4.01 Fence, Chain link, Full Replacement 5 Ft, 610 Linear Feet:** This item is for replacing 5-foot height 9-gauge chain link fence; Unit price includes, but is not limited to all labor materials and equipment, excavation, removal and disposal of existing fence, furnishing and fence posts, concrete footings, 9-gauge chain link fabric, top rails, fittings, tie wire, and miscellaneous materials for complete installation of new chain link fence.

Completion Date

Change Order No. 4 adds zero (0) days to the Project Completion Date.  
Project Completion Date: June 11, 2025

City of David City  
South Sewer Rehab  
Change Order No. 4

**MUNICIPAL PIPE TOOL COMPANY**

By Matt Boggs  
Title Project Manager  
Date 07/24/2025

**VEENSTRA & KIMM, INC.**

By Lang Johnson  
Title Project Manager  
Date 7/24/2025

**CITY OF DAVID CITY**

By Jessica Miller  
Title Mayor  
Date 8-13-25

Council member Keith Marvin made a motion to approve Change Order No. 5 for BRB Constructors, Inc. in the amount of \$112,629.23 for the Wastewater Treatment Plant Improvement Project. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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CHANGE ORDER NO.: 5

Owner: City of David City  
Engineer: JEO Consulting Group, Inc.  
Contractor: BRB Constructors, Inc.  
Project: Wastewater Treatment Facility Improvements  
Contract Name:  
Date Issued: 8/13/2025  
Effective Date of Change Order: 8/13/2025  
Owner's Project No.:  
Engineer's Project No.: 251034.00  
Contractor's Project No.:

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

Description:

This change order contains four changes to the contract price. These changes to the contract price include modifying the walls of the headworks building to ensure they meet the requirements stated in IBC and TBS Standard 602/604, modifications to the truss system for a future access hatch to remove the mechanical bar screen, a subdrain system around the base of the two new SBR tanks, and a 12'x 12' footing under the grit chamber.

Attachments:

- 1 WCD 2 - Headworks Cavity Wall Expansion
- 2 WCD 3 - Headworks Roof Truss
- 3 WCD 4 - Drain Pipe for SBR
- 4 WCD 5 - Grit Chamber Footing

Change in Contract Times

| Change in Contract Price  |  | Change in Contract Times                                      |                |
|---|--|---|----------------|
| Original Contract Price:  |  | Original Contract Times:                                      |                |
| \$ 16,882,000.00  |  | Substantial Completion:                                       |                |
|   |  | Ready for final payment:                                      |                |
| Net change from previously approved Change Orders No. 1 to No. 4: |  | Net change from previously approved Change Orders 1 to No. 4: |                |
| \$ 268,578.59   |  | Substantial Completion:                                       |                |
|   |  | Ready for final payment:                                      |                |
| Contract Price prior to this Change Order:                        |  | Contract Times prior to this Change Order:                    |                |
| \$ 17,150,578.59  |  | Substantial Completion:                                       | March 31, 2026 |
|   |  | Ready for final payment:                                      | July 31, 2026  |
| Net change for this Change Order:                                 |  | Net change for this Change Order:                             |                |
| \$ 112,629.23   |  | Substantial Completion:                                       |                |
|   |  | Ready for final payment:                                      |                |
| Contract Price incorporating this Change Order:                   |  | Contract Times with all approved Change Orders:               |                |
| \$ 17,263,207.82  |  | Substantial Completion:                                       |                |
|   |  | Ready for final payment:                                      |                |

Recommended by Engineer (if required)

By: Sarah Nguyen  
C280910EAA1F45F  
Title: Project engineer

Date: 8/17/2025

Accepted by Contractor

By: Josh Kling  
B8F5262D1728418  
Title: 8/12/2025

Date: 8/12/2025

Authorized by Owner

By: James G. Miller  
B2608C3EAD57404  
Title: Mayor

Date: 8/18/2025

Approved by Funding Agency (if applicable)

EJCDC® C 941, Change Order.

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Docusign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DDD



## Work Change Directive

**WORK CHANGE DIRECTIVE NO.** | 2

**DATE** | 7/29/2025

**PROJECT** | Wastewater Treatment Facility Improvements

**JEO PROJECT NO.** | 251034.00

**LOCATION** | David City, NE

**OWNER** | City of David City, NE

**CONTRACTOR** | BRB Contractors, Inc.

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

**Description** The walls of the Headworks building were originally designed to have a 3/4" air gap with 2" of rigid insulation. These dimensions do not meet the minimum requirements stated in IBC and TMS Standard 602/604. The following is a change to the scope of work to the Headworks building to the detail shown on page 99-A-1 & 99-A-2 to bring the masonry up to code. The detail attached reflects redlines that correct the wall construction on Detail 200 shown on page 99-A-1 of the Drawings. Per discussions with the contractor, the lead time for the galvanized angle for the brick ledge was 4 - 6 weeks. As a result, a concrete corbel will be installed in lieu of the galvanized angle. Due to the cavity wall extension, modifications to the lintels were necessary. The attached detail outlines the necessary changes to the detail Lintel-1 and Lintel-2 on 99-A-2.

This Work Change Directive shall include the work and materials to update the steel lintels, brick ties, wall flashing, insulation, and any other necessary work to bring the Headworks walls up to code.

**Purpose of Change Directive** This change is to ensure the Headworks building's walls meet Building Code.

**Attachment(s)** 1. Detail 200 - Base of Wall Modification

2. Lintel Details Updates

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

**Method of Determining Change in Contract Price**

☐ Unit Prices

☒ Lump Sum

☐ Other N/A

**Method of Determining Change in Contract Times**

☐ CONTRACTOR's Records

☐ ENGINEER's Records

☒ Other N/A

**Estimated Increase (Decrease) in Contract Price**

\$ 16,477.72

**Estimated Increase (Decrease) in Contract Times**

21 Days

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

**Recommended:**

**Authorized:**

**Accepted:**

\_\_\_\_\_  
ENGINEER

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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To JEO and the City of David City,

Per emails and discussions beginning 6/18, and a formal work change directive on 7/1, BRB was asked to modify the block at the headworks building of the wastewater treatment plant to bring the building up to code. These modifications included the following:

- Increase the thickness of the air barrier.
- Increase the thickness of the insulation from 2" to 2 ½"
- Provide a ledge for the exterior CMU block to sit on beyond the concrete that was originally poured. It was determined that pouring concrete corbels were the most cost-effective and quickest solution.
- Resize the lintels that are embedded in the block.

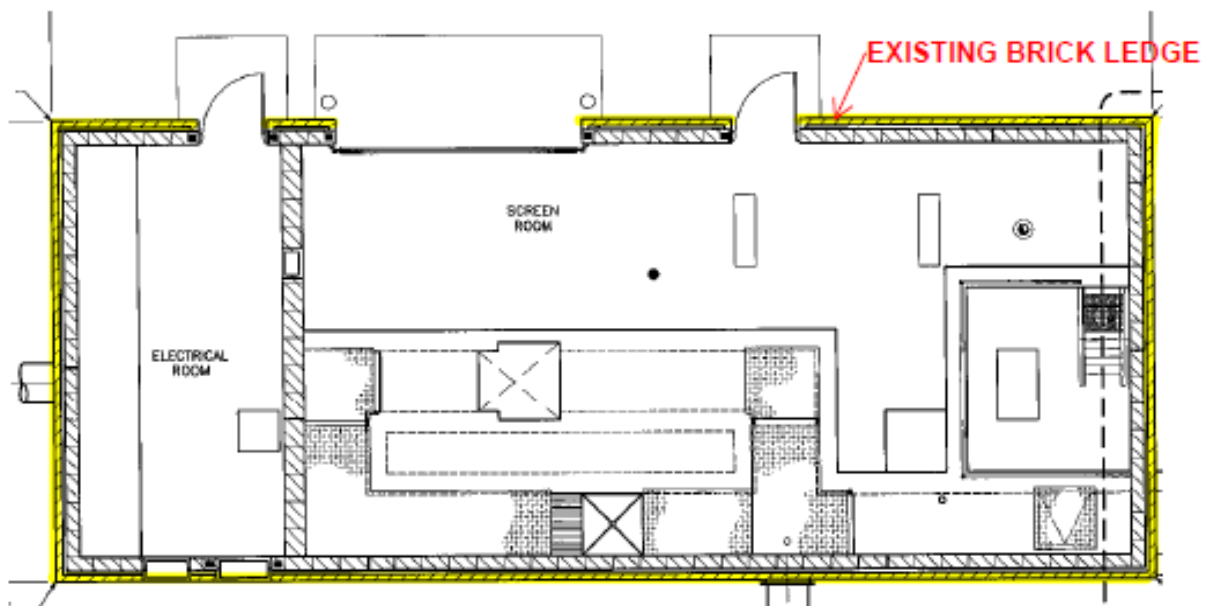
The cost of these modifications is \$16,477.72, and three weeks to account for the planning, modifying, and completion of the work. A breakdown has been attached below. If you have any further questions, feel free to reach out.

Thank You,

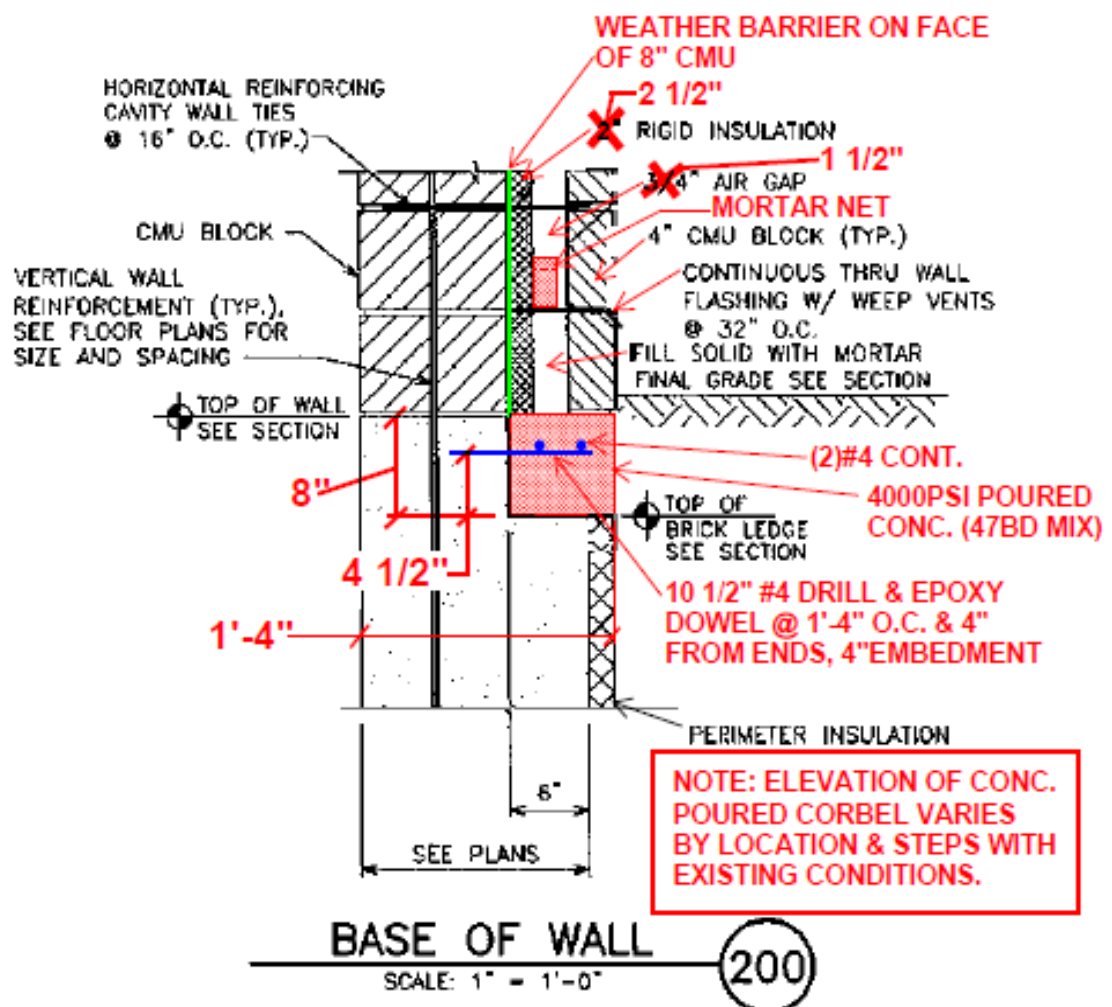
Josh Klug  
Project Manager  
BRB Contractors, Inc  
785-477-3094

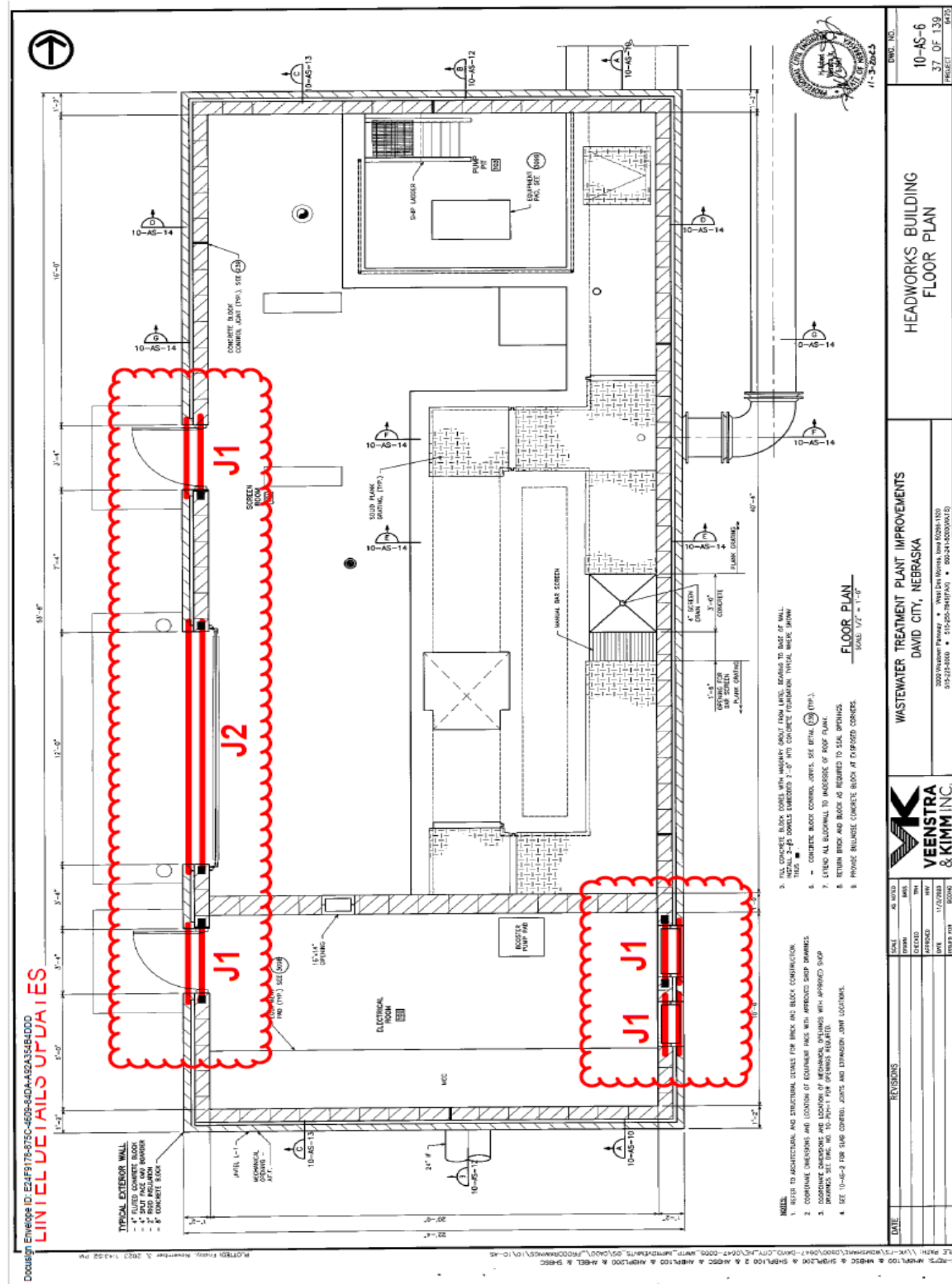


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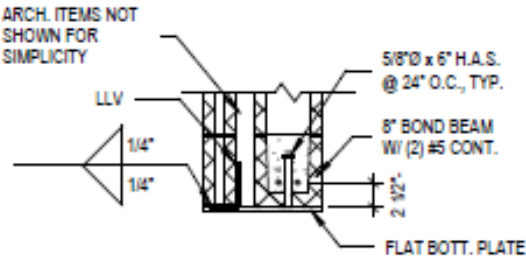
**BRICK LEDGE ON HEADWORKS BUILDING (PLAN VIEW)**



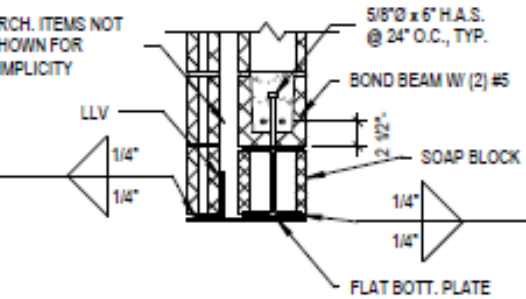


LINETEL DETAIL SCHEDULE  
Docusign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DDD

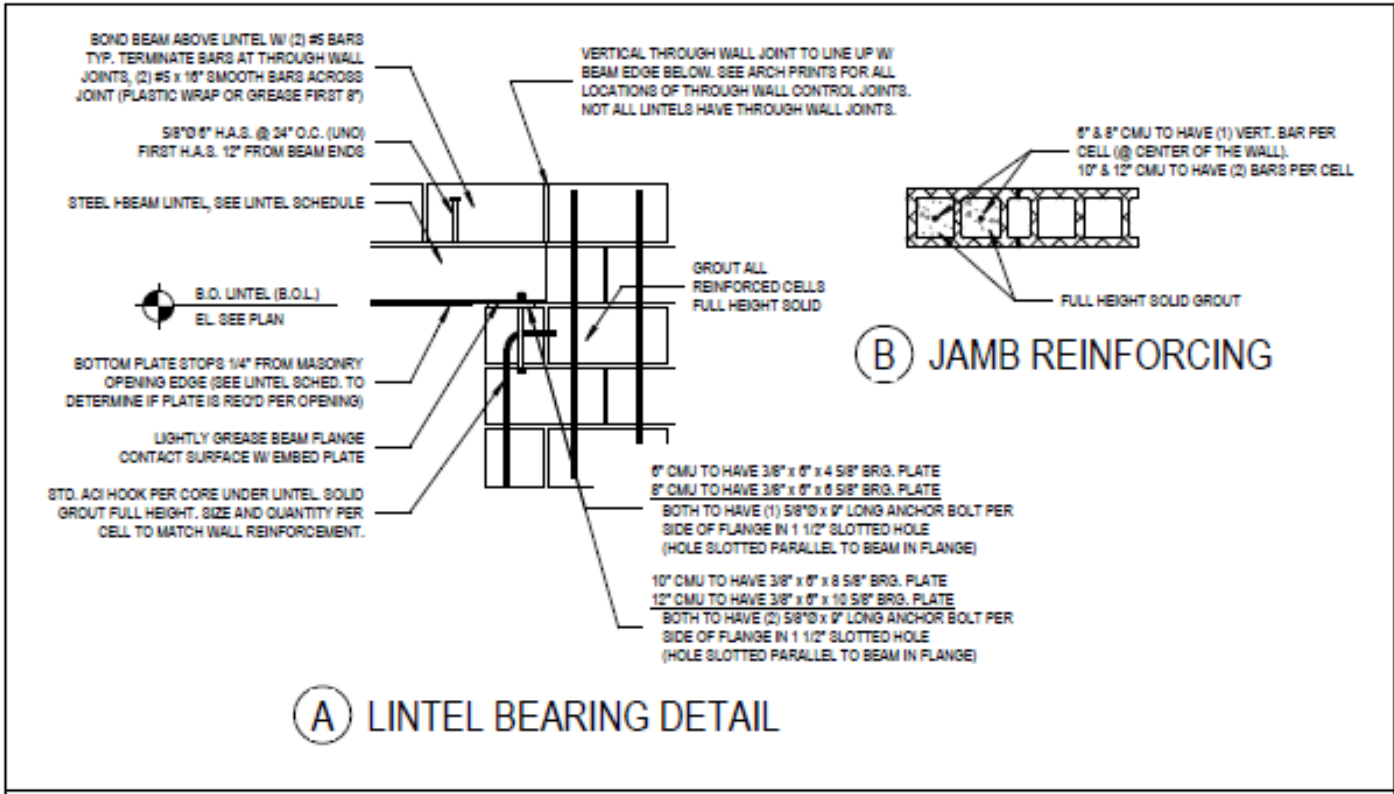
| LINTEL SCHEDULE   |                    |   |                    |
|---|--------------------|---|--------------------|
| LOAD BEARING WALLS  |                    |   |                    |
| MARK  | TYPE               | MATERIAL  | NOTES              |
| J1  | 1                  | 8" CMU BOND BEAM W/(2) #5 CONT., LLV-5 x 3 1/2" x 5/16", 1'-3 1/2" x (OPENING WIDTH - 1/2") x 3/8" FLAT PLATE | —                  |
| J2  | 2                  | WBx24, LLV-6 x 3 1/2" x 3/8" 1'-3 1/2" x (OPENING WIDTH - 1/2") x 3/8" FLAT PLATE                             | —                  |
| -   | -                  | -   | -                  |
| -   | -                  | -   | -                  |
| MECHANICAL OPENINGS IN NON-LOAD BEARING SINGLE WYTHE CMU WALLS  |                    |   |                    |
| WALL THICKNESS  | MAX OPENING WIDTH  |   |                    |
|   | 8" - 0"            | 8" - 0"   | 10" - 0"           |
| 8"  | WT4x9              | WT5x15  | N.A.               |
| 8"  | (2)- L5x3 1/2x7/16 | WBx10 w/ PL 7x7/16  | WBx15 w/ PL 7x7/16 |
| <b>LINTEL NOTES:</b><br>1. All bond beam & steel lintels shall have a minimum of 8" bearing @ each end unless noted otherwise.<br>2. All flat bottom plate lengths to be the full width of wall opening minus 1/4" per side of opening. 1/4" gap at ends to be sealed with matching elastomeric caulk.<br>3. Lintel L1 to have first (2) cells of CMU at jambo grouted solid full ht. w/ #5 reinforcing. L2 lintel to have first (3) cells of CMU at jambo grouted solid full ht. w/ #5 reinforcing.<br>4. Use the non-load bearing lintel schedule as required for all mechanical openings in non load bearing walls.<br>5. All exposed lintels to be galvanized.<br>6. See Detail "A" for bearing condition of lintel J2 and connections of W-beam lintels to bearing plates. |                    |   |                    |



TYPE 1



TYPE 2





Docusign Envelope ID: E24F9176-875C-4609-84DA-A92A354B4DDD



250 W. Vine St., Fremont, NE 68025

Accounting (402) 620-4057  
Fremont (402) 721-8181  
Blair (402) 426-3883  
Tekamah (402) 374-1722  
North Bend (402) 652-3371  
Schuyler (402) 352-5770  
David City (402) 367-6187  
Schuyler Gravel (402) 352-3458

## Invoice

| Date    | Invoice # |
|---------|-----------|
| 6/25/25 | 54153     |

**Bill To:**

BRB Contractors, Inc.  
apinvoices@brbcontractors.com  
PO Box 750940  
Topeka, Kansas 66618

**Job Address:**

Project #NE3DAV  
3481 M Rd.  
David City

| Delivery Date: 6/17/25 |          | P.O. Number: 19858 |                           | Terms: Net 20 Stmt EOM |          |
|------------------------|----------|--------------------|---------------------------|------------------------|----------|
| Item Code              | Quantity | U/M                | Description               | Price Each             | Amount   |
| 8532                   | 3        | cy                 | Mix #8 L30-4500 AE IL(12) | 174.50                 | 523.50   |
| 108                    | 1        | ea                 | Part Load 1/4 to 4 cy     | 100.00                 | 100.00   |
|                        |          |                    | David City Ticket: 605    |                        |          |
|                        |          |                    |                           | <b>Subtotal</b>        | \$623.50 |
|                        |          |                    |                           | <b>Sales Tax</b>       | \$0.00   |
|                        |          |                    |                           | <b>TOTAL</b>           | \$623.50 |

-----  
PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

PLEASE REMIT TO:  
ARPS  
250 West Vine  
Fremont, Nebraska 68025

DATE OF INVOICE: 6/25/25  
SOLD TO: BRB Contractors, Inc.  
apinvoices@brbcontractors.com  
INVOICE #: 54153  
AMOUNT DUE: \$623.50

AGC

DocuSign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DDD

# HME, INC.

## HAAS METAL ENGINEERING

2828 NW Button Road  
Topeka, KS 66618  
Phone: 785-235-1524



### Change Order Request

**Owner:** BRB Contractors, Inc.  
P.O. Box 750940  
Topeka, KS 66675-0940

**Project:** 24.036 / DAVID CITY WWTP

#### **COR# 1: LINTEL REDESIGN**

**\$1,990.00**

##### **1: LINTEL REDESIGN**

ALL MATERIAL TO BE PRIMED WITH CARBOZINC 859

(5) LINTELS x 4'-8" LONG : LLV 5"x3-1/2"x1/4"

(1) LINTEL x 13'-4" LONG : LLV 6"x3-1/2"x3/8

CUSTOMER PICK UP  
EXCLUDES DELIVERY

**TOTAL, THIS CHANGE ORDER REQUEST**

**\$1,990.00**

This PCO impacts schedule duration, schedule impact to be mutually agreed upon between Contractor and HME prior to approval of any change order.  
This PCO pricing is valid 14 calendar days from date of submittal.  
This PCO excludes any items not specifically mentioned.  
If this PCO is not approved prior to HME's execution of this scope of work interest shall be charged at 18% per annum until payment is made for change.  
HME is not responsible or liable for any delays or damages for changes in the scope of work due to this PCO.

**Approved By:** BRB Contractors, Inc.

**Signed:** 

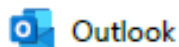
**Date:** 7/3/2025

**Submitted By:** HME, Inc.

**Signed:** 

**Date:** 7/3/25

DocuSign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DDD



---

**Re: Fw: David City WWTF - Masonry Detail Update**

---

**From** Josh Klug <JoshKlug@brbcontractors.com>

**Date** Tue 6/24/2025 6:47 AM

**To** Bruno Villasenor <bvillatrifecta@gmail.com>; C V <trifectamasonrykc@gmail.com>

**Cc** Rex Bassett <RexBassett@brbcontractors.com>; Don Taliaferro <dontaliaferro@brbcontractors.com>

Bruno,

This additional cost is approved. I will have Shanan update the contract. If you need anything temporary to keep moving, please let me know.

Thanks,

Josh Klug  
Project Manager



BRB Contractors  
4646 NW Fielding Rd  
PO Box 750940  
Topeka, KS 66675  
Phone: 785-290-1116  
Cell: 785-477-3094

---

**From:** Bruno Villasenor <bvillatrifecta@gmail.com>

**Sent:** Thursday, June 19, 2025 10:37 AM

**To:** C V <trifectamasonrykc@gmail.com>

**Cc:** Josh Klug <JoshKlug@brbcontractors.com>; Rex Bassett <RexBassett@brbcontractors.com>; Don Taliaferro <dontaliaferro@brbcontractors.com>

**Subject:** Re: Fw: David City WWTF - Masonry Detail Update

Hey guys we were able to get the insulation needed in on time still, but we can't move forward with the order until we have the approval, today or tomorrow would be great. The price difference increases about \$1,700. Please let us know as soon as you can

Thanks

On Thu, Jun 19, 2025 at 10:00 AM C V <[trifectamasonrykc@gmail.com](mailto:trifectamasonrykc@gmail.com)> wrote:

DocuSign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DD0

**David City Wastewater Treatment Plant Improvements**  
**JEO**

Cost Proposal: Masonry Modifications  
Date: 7/15/2025

| Class of Work                    | QTY. | Unit | Unit Labor | Labor | Total Labor       | Unit Material | Extended Material | Equipment Cost | Sub Contract       |
|----------------------------------|------|------|------------|-------|-------------------|---------------|-------------------|----------------|--------------------|
| Pour Corbels Around Structure    | 3.00 | CY   |            |       | 0.00              |               | 623.50            |                | 8500.00            |
| Masonry Insulation Modifications | 8.00 | DAYS |            |       | 0.00              |               |                   |                | 1700.00            |
| Lintels                          | 1.00 | EA   |            |       | 0.00              |               |                   |                | 1990.00            |
| BRB Supervision/Labor            | 1.00 | WK   | 130.00     | 8.00  | 1040.00           |               | 724.00            |                |                    |
|                                  | 1.00 | EA   |            |       | 0.00              |               |                   |                |                    |
|                                  | 1.00 | EA   |            |       | 0.00              |               |                   |                |                    |
| <b>Sub Totals:</b>               |      |      |            |       | <b>\$1,040.00</b> |               | <b>\$1,347.50</b> | <b>\$0.00</b>  | <b>\$12,190.00</b> |

BRB Assistance: Forming, Coring, Epoxy  
Extra Material: Concrete, Rebar, Epoxy

|                       |                    |
|-----------------------|--------------------|
| Material Sub-Total    | \$1,347.50         |
| Labor Sub-Total       | \$1,040.00         |
| Subcontractor-Total   | \$12,190.00        |
| Equipment Sub-Total   | \$0.00             |
| Sub-Total             | \$14,577.50        |
| Sub-Total Without Sub | \$2,387.50         |
| Contractor's Fee      | 15.00% \$358.13    |
| Sub-Contractors Fee   | 10.00% \$1,219.00  |
| Sub-Total             | \$16,154.63        |
| Insurance and Bond    | 2.00% \$323.09     |
| <b>Total</b>          | <b>\$16,477.72</b> |

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## Work Change Directive

**WORK CHANGE DIRECTIVE NO. | 3**

**DATE | 7/30/2025**

**PROJECT | Wastewater Treatment Facility Improvements**

**JEO PROJECT NO. | 251034.00**

**LOCATION | David City, NE**

**OWNER | City of David City, NE**

**CONTRACTOR | BRB Contractors, Inc.**

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

**Description** The following is a change to the work for the Headworks building. This change includes modifications to the trusses of the headworks building to allow for an access hatch in the roof to remove the mechanical bar screen to be installed in the future. This change shall include all the materials and work detailed in the attachments to modify the trusses to allow for a future access hatch to be added.

**Purpose of Change Directive** This change is to provide an opportunity for an access hatch to be installed that would allow operators to remove the mechanical bar screen in the future for repairs and replacement. This change allows the access hatch to be installed without having to make major modifications to the roof of the Headworks building, as the original drawings had shown.

**Attachment(s)** Detail - Headworks Truss Modification

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

**Method of Determining Change in Contract Price**

☐ Unit Prices

☒ Lump Sum

☐ Other N/A

**Method of Determining Change in Contract Times**

☐ CONTRACTOR's Records

☐ ENGINEER's Records

☒ Other N/A

**Estimated Increase (Decrease) in Contract Price**

**\$ 2,199.38**

**Estimated Increase (Decrease) in Contract Times**

**0 Days**

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

**Recommended:**

**Authorized:**

**Accepted:**

\_\_\_\_\_  
ENGINEER

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



7/24/2025



To JEO and the City of David City,

Per discussions beginning in the 6/25 progress meeting and emails beginning was asked to modify the roof of the headworks building of the wastewater treatment plant to provide access to the bar screen. These modifications included the following:

- Modify the truss design as previously approved to accommodate a larger opening.

The cost of these modifications is \$2,199.38. A breakdown has been attached below. If you have any further questions, feel free to reach out.

Thank You,

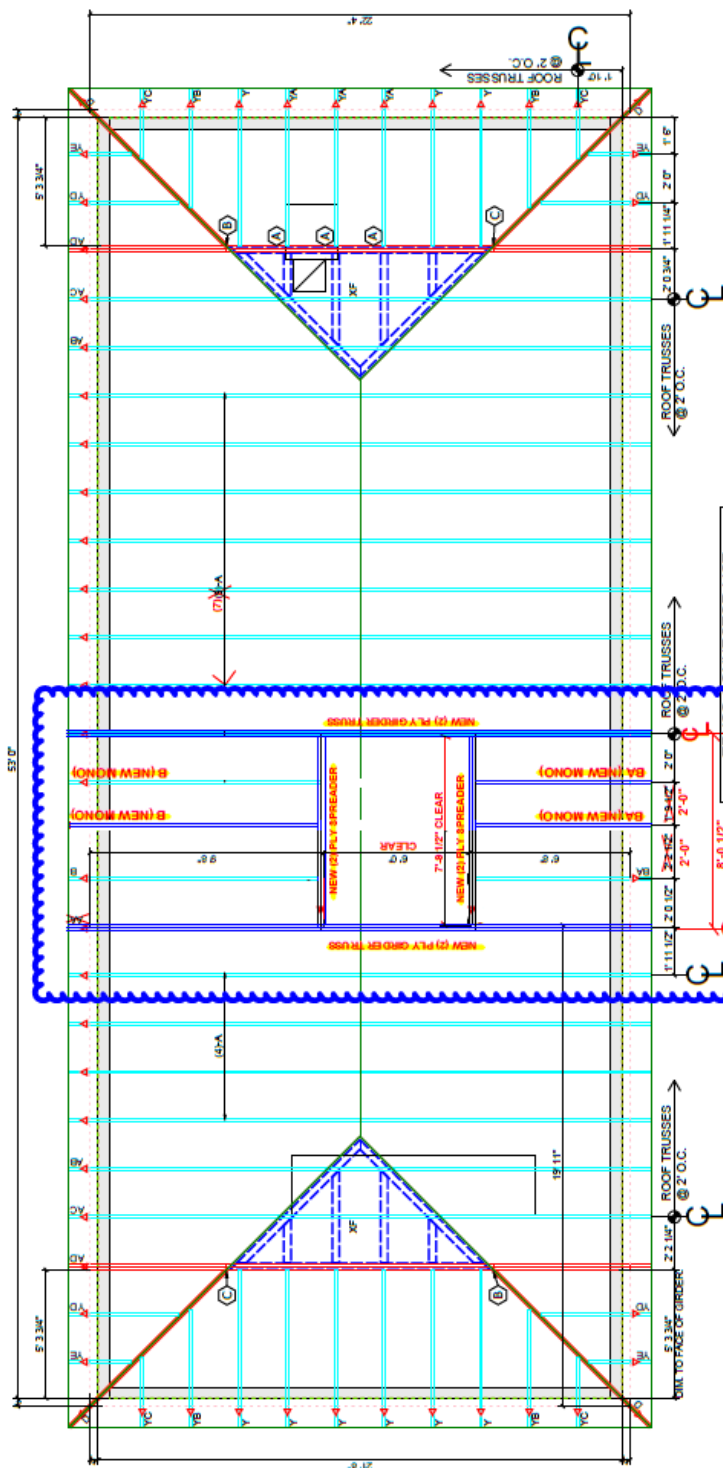
Josh Klug  
Project Manager  
BRB Contractors, Inc  
785-477-3094



[illegible]

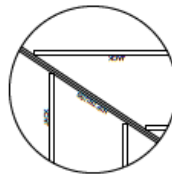
ALL TRUSS SPACING DIMENSIONS ARE TO CENTERLINE OF TRUSS UNLESS NOTED OTHERWISE

**FOR APPROVAL ONLY  
NOT FOR CONSTRUCTION**

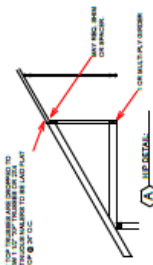


| TRUSS CONNECTOR LIST |      |              |      |
|----------------------|------|--------------|------|
| LABEL                | PROJ | CT           | QTY. |
| (A)                  | HU   | SIMPSON 26   | 4    |
| (B)                  | SUR  | SIMPSON 26   | 2    |
| (C)                  | SUL  | SIMPSON 26   | 2    |
| (D)                  | HHUS | SIMPSON 26-2 | 4    |

**CLOUDED AREA REFLECTS  
ALTERATIONS FOR LARGER  
OPENING AT ROOF HATCH.**



NOTE: TOP & BOTTOM CHORDS OF JACK TRUSSES ARE BOLDED CUT AGAINST HP TRUSS. REFER TO JACK TRUSS DETAIL SHEET FOR MORE INFORMATION.



TOP VALUES ARE CIRCLED TO

## ROOF TRUSS PLACEMENT PLAN

**NOT TO SCALE**



Fremont, NE  
402/721-5622  
VX (402) 721-6170

Lindsay, NE  
(402) 488-7332  
FAX (402) 488-7562

PLEASE REVIEW ALL TRUSS PLACEMENT PLANS,  
AND TRUSS DESIGNS BEFORE INSTALLATION.  
IF ANY QUESTIONS ARISE, PLEASE CALL STRUCTURAL COMPONENT  
SYSTEMS. BACK CHARGES WILL NOT BE ACCEPTED FOR ANY REASON  
WITHOUT WRITTEN APPROVAL PRIOR TO REWORK OR REPAIRS.

David City WW/Headworks Bldg. Roof

ARB Contractors

JOB NO: CL240082/111823

DATE-11/1/2024

These drawings are property of Structural Component Systems, Inc., Fremont, NE. Any use of this information for estimating or construction without their written permission is prohibited.

SHEET 1 OF 1

Docusign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DDD

David City  
JEO

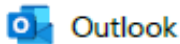
Cost Proposal: Hatch Modifications (Trusses Only)

Date: July 24, 2025

| Class of Work              | QTY. | Unit | Unit Labor | Labor | Total Labor | Unit Material | Extended Material | Equipment Cost | Sub Contract |
|----------------------------|------|------|------------|-------|-------------|---------------|-------------------|----------------|--------------|
| Modify Roof                | 1.00 | EA   |            |       | 0.00        |               |                   |                |              |
| Modify Trusses             | 1.00 | EA   |            |       | 0.00        |               | 1875.00           |                |              |
| Modify Flashing/Sheetmetal | 1.00 | EA   |            |       | 0.00        |               |                   |                |              |
| EPDM Hatch                 | 1.50 | EA   |            |       | 0.00        |               |                   |                |              |
| BRB Labor/Supervision      | 1.00 | EA   |            |       | 0.00        |               |                   |                |              |
|                            | 1.00 | EA   |            |       | 0.00        |               |                   |                |              |
| Sub Totals:                |      |      |            |       | \$0.00      |               | \$1,875.00        | \$0.00         | \$0.00       |

|                       |                 |
|-----------------------|-----------------|
| Material Sub-Total    | \$1,875.00      |
| Labor Sub-Total       | \$0.00          |
| Subcontractor-Total   | \$0.00          |
| Equipment Sub-Total   | \$0.00          |
| Sub-Total             | \$1,875.00      |
| Sub-Total Without Sub | \$1,875.00      |
| Contractor's Fee      | 15.00% \$281.25 |
| Sub-Contractors Fee   | 10.00% \$0.00   |
| Sub-Total             | \$2,156.25      |
| Insurance and Bond    | 2.00% \$43.13   |
| Total                 | \$2,199.38      |

Docusign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DDD



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**FW: Updated Headworks Bldg. Final Layout**

---

**From** Cory Lynch <clynch@scstruss.com>  
**Date** Tue 7/8/2025 4:45 PM  
**To** Josh Klug <JoshKlug@brbcontractors.com>

Josh,

For SCS to build and ship the new trusses for the new opening the CO would be \$1,875.00 excluding tax, please let us know if we are to proceed.

Thank You,



Cory Lynch  
Structural Component Systems, Inc.  
17007 Marcy Street, Suite #1 - Omaha, NE  
- 68118  
(402) 720-9145  
[clynch@scstruss.com](mailto:clynch@scstruss.com)  
[www.scstruss.com](http://www.scstruss.com) | [Check out](#)  
[Manufacturing Marvels!](#)

---

**From:** Levi Hanson <lhanson@scstruss.com>  
**Sent:** Tuesday, July 8, 2025 3:44 PM  
**To:** Cory Lynch <clynch@scstruss.com>  
**Cc:** Wayne Howard <whoward@scstruss.com>  
**Subject:** FW: Updated Headworks Bldg. Final Layout

**Levi Hanson**

*Structural Component Systems, Inc.  
2400 SE Enterprise Drive Suite 110  
Grimes, IA 50111  
Phone: 515-252-0302 ext. 409*

Docusign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DDD



## Work Change Directive

**WORK CHANGE DIRECTIVE NO. | 4**

**DATE | 7/29/2025**

**PROJECT | Wastewater Treatment Facility Improvements**

**JEO PROJECT NO. | 251034.00**

**LOCATION | David City, NE**

**OWNER | City of David City, NE**

**CONTRACTOR | BRB Contractors, Inc.**

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

**Description** The following is a change to the scope of work for the new SBR tank area for the addition of a subdrain system around the base of the two new SBR tanks. The system includes daintile, backfill material, geotextile fabric, 48" precast manhole, sump pump, and accessories to connect the system to discharge to a proposed manhole.

**Purpose of Change Directive** This change is to provide protection to the two new SBR units to resist hydrostatic uplift forces.

**Attachment(s)** Plan Sheet - Revised SBR Improvements Site Grading Plan, Detail - Revised New SBR Tank Section D, Details - Revised SBR Improvements Details, Detail - Subdrain System Sump Pump Manhole, Specification - Subdrain System

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

**Method of Determining Change in Contract Price**

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

**Method of Determining Change in Contract Times**

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

**Estimated Increase (Decrease) in Contract Price**  
**\$ 80,936.73**

**Estimated Increase (Decrease) in Contract Times**  
**0 Days**

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

**Recommended:**

**Authorized:**

**Accepted:**

\_\_\_\_\_  
**ENGINEER**

\_\_\_\_\_  
**OWNER**

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

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



Docusign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DDD



To JEO and the City of David City,

Per Work Change Directive #4 dated 7/15/2025, additional drainage remedies will be required at the new SBR basin. A description of these remedies is attached and work includes the following:

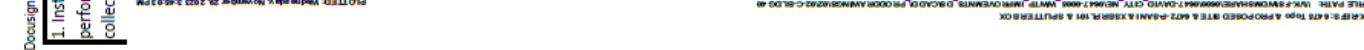
- Provide and install perforated drainpipe at the base of the new SBR unit and as part of a 6" subdrain close to the surface in between the new and old basins. Provide and install filter fabric as shown.
- Excavate and install a new manhole with a sump pump as shown in the work change directive. The pump shall have a 1 1/2" discharge line.

The cost of these modifications is \$80,936.73 and will take an extra two weeks to complete. A breakdown has been attached below. If you have any further questions, feel free to reach out.

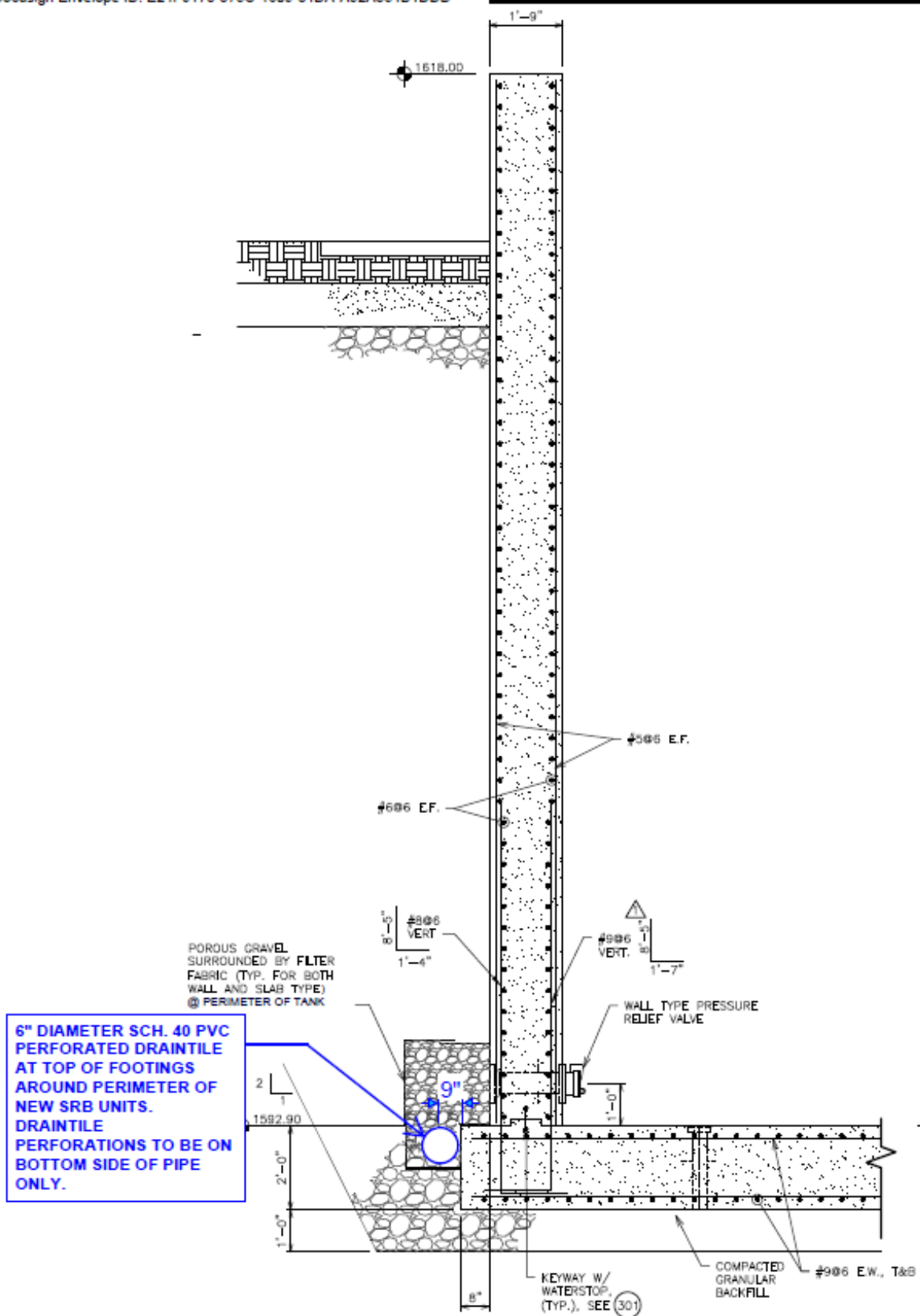
Thank You,

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



[illegible]

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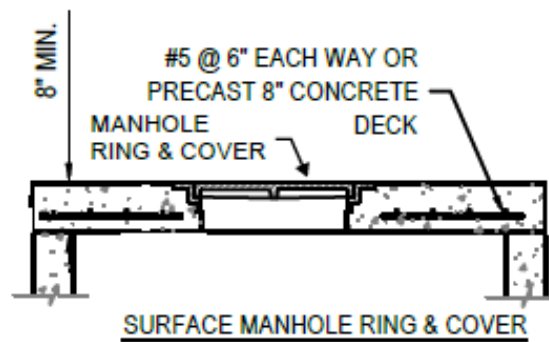
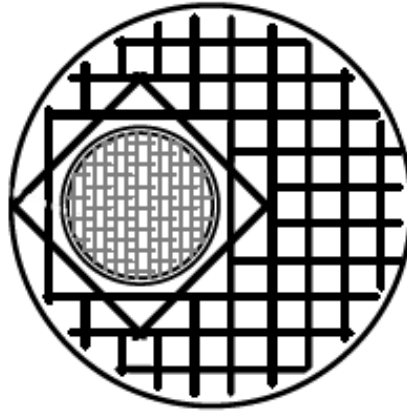


D

## SECTION D

SCALE: 1/2" = 1'-0"

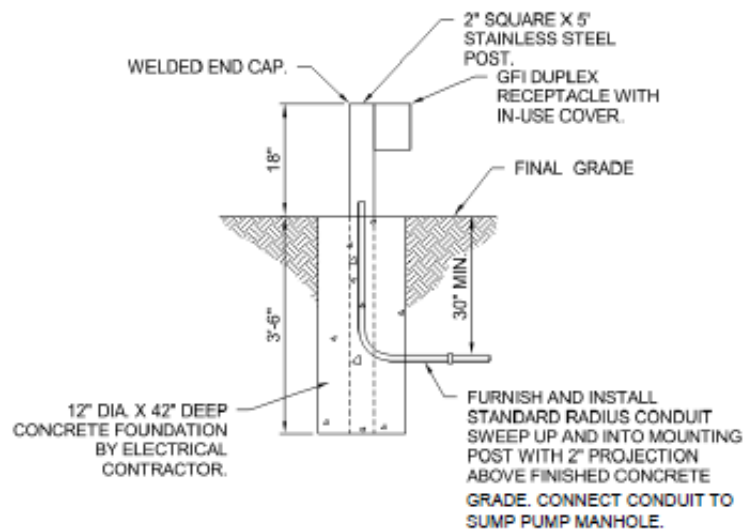




SBR SUBDRAIN SYSTEM - SUMP PUMP MANHOLE -  
MANHOLE COVER DETAIL



Docusign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DDD



**SUMP PUMP RECEPTACLE DETAIL**  
SCALE: NOT TO SCALE

**Summary of Electrical Work Associated with SBR Drainage Sump Pump Addition:**

Contractor to furnish and install (2)#12, #12G, in 3/4" C. from spare 20A/1P CB in Panel LP-1 to a GFCI Receptacle equipped with WP in-use cover located adjacent to the proposed sump pump manhole. Receptacle shall be installed on stainless steel post as shown on the included detail, and the post shall be located a minimum of 10' away from the SBR tank to avoid hazardous locations.

[Please note that adding this new load to Panel LP-1 further amplifies the need to remove Control Building Panel EM2 as recommended within the Peer Review to avoid overloading the panel and step down transformer.]

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- b. TDH: 18 FT.
- c. Horsepower: ½ HP
- d. Number of Pumps: 1
- e. Model: BN98 Effluent Pump with variable level float switch
- 3. Pump Stand: Install the sump pump on a pump stand that raises the pump a minimum 2" off finished floor.
  - a. Model: Zoeller, 10-2421
- B. Discharge Pipe:
  - 1. Flexible Schedule 40 PVC Pipe
- C. Discharge Fittings:
  - 1. Schedule 40 Fittings
  - 2. PVC Flexible coupling with stainless steel clamps

**END OF SECTION**

Cost Proposal: Modifications at the Grit Chamber  
Date: July 18, 2025

|                       |             |  |
|-----------------------|-------------|--|
| Material Sub-Total    | \$17,362.81 | Work: three-man crew for two weeks<br>Subcontracts: recompaction tests and electrical work |
| Labor Sub-Total       | \$43,850.00 |  |
| Subcontractor-Total   | \$2,600.00  |  |
| Equipment Sub-Total   | \$5,300.00  |  |
| Sub-Total             | \$69,112.81 |  |
| Sub-Total Without Sub | \$66,512.81 |  |
| Contractor's Fee      | 15.00%      | \$9,976.92   |
| Sub-Contractors Fee   | 10.00%      | \$260.00   |
| Sub-Total             |             | \$79,349.73  |
| Insurance and Bond    | 2.00%       | \$1,586.99   |
| Total                 |             | \$80,936.73  |

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

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

Deliver To: 201525  
From: Regan Nachbar  
regan.nachbar@ferguson.com  
Comments:

11:04:09 JUL 22 2025

Page 1 of 2

FERGUSON WATERWORKS #2923

Price Quotation

Phone: 816-627-2706

Fax: 816-920-5723

Bid No: B440384  
Bid Date: 07/22/25  
Quoted By: RAN

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

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

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

Cust PO#: WORK CHNG DIRECT #4

Job Name: DAVID CITY WWTP IMPROVEME

| Item             | Description                 | Quantity | Net Price | UM | Total                |
|------------------|-----------------------------|----------|-----------|----|----------------------|
| <b>PIPE</b>      |                             |          |           |    |                      |
| P40PP8EU20       | 6X20 PVC S40 BE PERF PIPE   | 540      | 1030.000  | C  | 5562.00              |
| P40BEPJ20        | 1-1/2X20 FT PVC S40 BE PIPE | 20       | 121.400   | C  | 24.28                |
| P40BEPJ20        | 6X20 FT PVC S40 BE PIPE     | 20       | 825.750   | C  | 165.15               |
|                  |                             | 40'      |           |    | \$48.56              |
|                  |                             | 60'      |           |    | \$495.45             |
| <b>CLEANOUTS</b> |                             |          |           |    |                      |
| PDWVYU           | 6 PVC DWV WYE               | 2        | 102.710   | EA | 205.42               |
| PDWVS4U          | 6 PVC DWV ST 45 ELL         | 2        | 75.710    | EA | 151.42               |
| PDWVFAU          | 6 PVC DWV FEM ADPT          | 2        | 40.420    | EA | 80.84                |
| MUL340926        | 6 PVC SWR RH THRD CO PLUG   | 2        | 33.940    | EA | 67.88                |
| PSVBM1007CO      | 8X4 MON CO BDY & CVR CO     | 2        | 150.105   | EA | 300.21               |
| <b>FITTINGS</b>  |                             |          |           |    |                      |
| PDWV9U           | 6 PVC DWV 90 ELL            | 6        | 68.578    | EA | 411.47               |
| PDWVSTU          | 6 PVC DWV SAN TEE           | 3        | 113.268   | EA | 339.80               |
| PDWVCU           | 6 PVC DWV COUP              | 1        | 28.580    | EA | 28.58                |
|                  | SUBTOTAL                    |          |           |    | 7381.74              |
| Net Total:       |                             |          |           |    | <del>\$7381.74</del> |
| Tax:             |                             |          |           |    | \$0.00               |
| Freight:         |                             |          |           |    | \$0.00               |
| Total:           |                             |          |           |    | <del>\$7381.74</del> |

**TOTAL: \$7,691.63**



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

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

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

Docusign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DDD



FERGUSON WATERWORKS #2923  
Price Quotation

Page 2 of 2

Fax: 816-920-5723

11:04:09 JUL 22 2025

Reference No: B440364

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

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

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

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

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



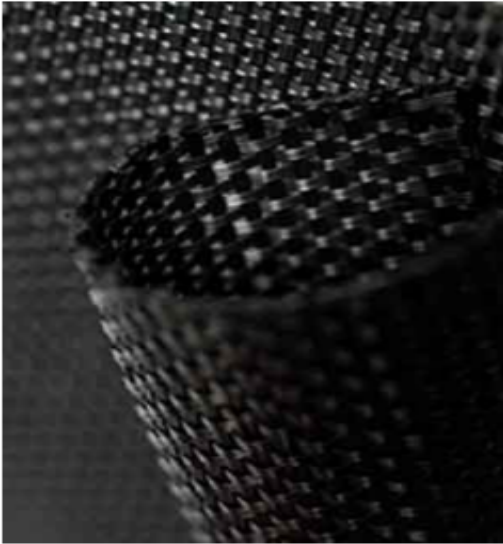
**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to  
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Docusign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DD0



Mirafi FW404 Geotextile Fabric



TWO ROLLS

\$4,130.5

## Mirafi FW404 Geotextile Fabric - 15' x 300' Roll - TenCate

\$2,415.90

FREE SHIPPING

✓ Estimated Delivery Date: Jul 30 - Aug 5.

SKU MIRAFI-FW404-15x300

Mirafi FW404 Series Geotextile Fabric - 15' x 300' Roll

Model: FW404-12.5X300

Brand: Mirafi - TenCate

Size: 15' x 300'

Square Feet / Roll: 4,500

Weight: 290 lbs

Fabric Specifications: [Download FW404 Specification Sheet](#)

Do you need a written quote? [Submit a quote request](#) >

Quantity

1

v

Add to cart

Free Shipping - Please submit a [Quote Request](#) for quantities larger than listed below.

| Number of Units | Price Per Unit (Free Shipping) |
|-----------------|--------------------------------|
| 1+              | \$2,415.90                     |
| 2+              | \$2,065.25                     |
| 3+              | \$1,930.75                     |
| 10+             | \$1,821.29                     |

Share this:



View Cart ID Save Cart Save As Quote



**\$25.53**



**\$372.75**

[Change Zip](#)

5398.28



Sales Tax

Total:

 SECURE CHECKOUT

© Easy Return No restocking fee for 90 days

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"QUALITY PUMPS SINCE 1939"

Product information presented here reflects conditions at time of publication. Consult factory regarding discrepancies or inconsistencies.



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SHIP TO: 3649 Cane Run Road • Louisville, KY 40211-1961  
(502) 778-2731 • 1 (800) 928-PUMP • FAX (502) 774-3624



PROPOSED  
PUMP (PER WCD  
DOCUMENTS)

visit our web site:  
[www.zoeller.com](http://www.zoeller.com)

SECTION: 2.20.035

FL0973

0312

edes

0310

### COMPARE THESE FEATURES

- Non-clogging engineered plastic vortex impeller design
- Corrosion resistant powder coated epoxy finish
- Durable cast construction. Cast switch case, motor, pump housing and base. No sheet metal parts to rust or corrode.
- Castings - All cast iron class 25-30 25000# tensile strength
- Stainless steel screws, guard, handle, arm and seal assembly
- Float operated submersible (NEMA 6) 2-pole mechanical switch
- Motor - Permanent split capacitor, 60 Hz, 1725 RPM, oil-filled, hermetically sealed, automatic reset thermal overload protection
- Bearings - Upper & lower oil fed cast iron
- Carbon and ceramic shaft seal
- Entire unit pressure tested after assembly.
- Watertight neoprene "O" ring between motor and pump housing
- Maximum temperature for effluent or dewatering 130°F - 54°C
- Passes ½ inch spherical solids
- No screens to clog
- Standard cord length 15 ft. (UL Listed)
- 1½" NPT Discharge (1½" X 2" PVC Adapter included with BN & BE Models)
- On point - 9½"
- Off point - 3"
- Major width - 10 1/8"
- Height - 12"

### SIMPLEX AND DUPLEX SYSTEMS AVAILABLE

### PACKAGED SYSTEMS AVAILABLE

**Note:** The sizing of effluent systems normally requires variable level float(s) controls and properly sized basins to achieve required pumping cycles or dosing timers with nonautomatic pumps.

### 98 Cast Iron Series

## "FLOW-MATE"

(FOR PUMP PREFIX IDENTIFICATION SEE NEWS & VIEWS 0052)

FOR SEPTIC TANK  
LOW PRESSURE PIPE (LPP)  
AND ENHANCED FLOW STEP SYSTEMS

**EFFLUENT  
OR DEWATERING PUMP**  
SUBMERSIBLE  
1½" NPT DISCHARGE



Tested to UL Standard UL778  
and Certified to CSA  
Standard C22.2 No. 108



#### MODELS AVAILABLE

- Automatic or Nonautomatic
- ½ HP, 1 Ph., 115V or 230V
- Available with Piggyback Variable Level Float Switch.



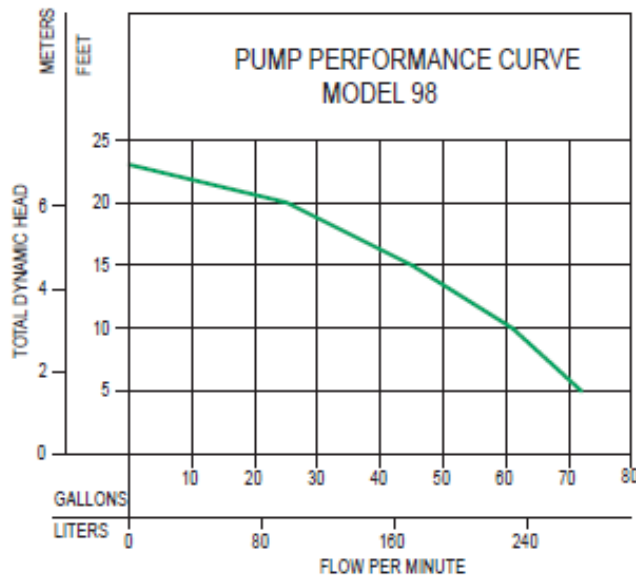
MODEL 98



MODEL BN98

POWDER  
COATED  
**TOUGH™**

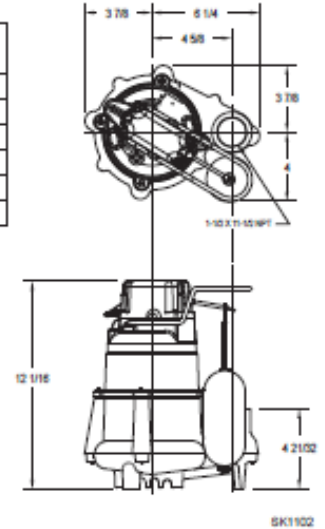
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**TOTAL DYNAMIC HEAD/FLOW  
PER MINUTE  
EFFLUENT AND DEWATERING**

| MODEL          |        | 98            |        |
|----------------|--------|---------------|--------|
| Feet           | Meters | Gal.          | Liters |
| 5              | 1.5    | 72            | 273    |
| 10             | 3.0    | 61            | 231    |
| 15             | 4.6    | 46            | 170    |
| 20             | 7.1    | 25            | 95     |
| Shut-off Head: |        | 23 ft. (7.0m) |        |

000071



**CONSULT FACTORY FOR SPECIAL APPLICATIONS**

- Electrical alternators, for duplex systems, are available and supplied with an alarm
- Mechanical alternators, for duplex systems, are available with or without alarm switches
- Variable level float switches are available for controlling single and three phase systems
- Double piggyback variable level float switches are available for variable level long cycle controls
- Refer to FM1922 and FM0806 for temperatures above 130°F

| 98 Series |          |      |      | Control Selection |        |   |
|-----------|----------|------|------|-------------------|--------|---|
| Model     | Volts-Ph | Mode | Amps | Simplex           | Duplex |   |
| M98       | 115      | 1    | Auto | 9.4               | 1      | 4 |
| N98       | 115      | 1    | Non  | 9.4               | 2 or 3 | 4 |
| D98       | 230      | 1    | Auto | 4.7               | 1      | 4 |
| E98       | 230      | 1    | Non  | 4.7               | 2 or 3 | 4 |

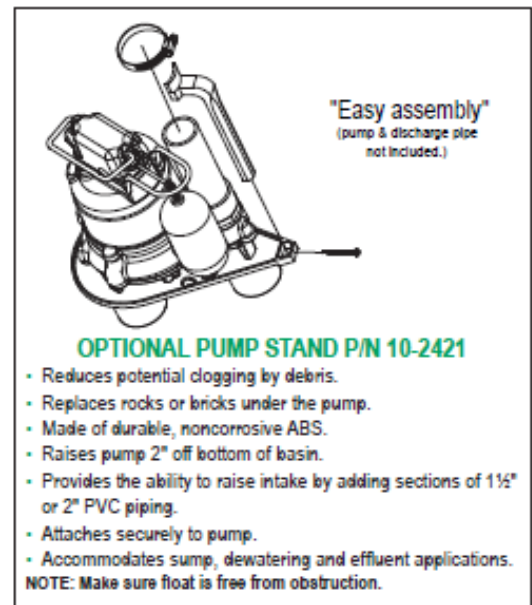
**SELECTION GUIDE**

1. Integral float operated mechanical switch, no external control required.
2. For automatic use single piggyback variable level float switch or double piggyback variable level float switch. Refer to FM0477.
3. See FM1228 for correct model of simplex control panel.
4. See FM0712 for correct model of duplex control panel or FM1663 for a residential alternator system.

For information on additional Zoeller products refer to catalog on Piggyback Variable Level Switches, FM0477; Electrical Alternator, FM0486; Mechanical Alternator, FM0495; Sump/ Sewage Basins, FM0487; Single Phase Simplex Pump Control, FM1596; Alarm Systems, FM0732.

**CAUTION**

All installation of controls, protection devices and wiring should be done by a qualified licensed electrician. All electrical and safety codes should be followed including the most recent National Electrical Code (NEC) and the Occupational Safety and Health Act (OSHA).



**RESERVE POWERED DESIGN**

For unusual conditions a reserve safety factor is engineered into the design of every Zoeller pump.



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Manufacturers of...

"Quality Pumps Since 1939"

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quality . service  
innovation . integrity

# Model 98



## Features

The "Flow-Mate" series of submersible pumps is designed for use in residential or light commercial dewatering applications and can be used to transfer groundwater or effluent. These durable cast iron pumps include a powder coated epoxy finish to prevent corrosion, and are designed to provide great heat dissipation from the motor, ensuring a long service life. As with every Zoeller pump, each one is 100% pressure-tested, submerged and run to ensure quality and reliability for years of trouble-free performance! This attention to detail is an inherent feature of every pump in this series, making it one of the most reliable in the industry.

- Automatic models include a float-operated, NEMA 6, 2-pole mechanical switch, a stainless steel float guard and switch arm, and a solid, buoyant polypropylene float, which prevents water from filling the float and causing a malfunction.
- For nonautomatic pumps, variable level control systems and containers of various sizes are available for longer cycles.
- Includes a stainless steel handle for easy installation and removal.
- All models are hermetically sealed to be watertight, dust-tight, and completely submersible.

## Specifications

### Motor Characteristics

|             |                           |
|-------------|---------------------------|
| Horse Power | 0.77 KW                   |
| Voltage     | 220 V                     |
| Phase       | 1 Ph                      |
| Hertz       | 50 Hz                     |
| RPM         | 1400 RPM                  |
| Type        | Permanent split capacitor |
| Insulation  | Class B                   |
| Amps        | 4.7 Amps                  |

### Pump Characteristics

|                     |                                  |
|---------------------|----------------------------------|
| Operation           | Automatic or nonautomatic        |
| Auto On/ Off Points | 24 cm / 8 cm (9-1/2" / 3")       |
| Discharge Size      | 1-1/2" NPT                       |
| Solids Handling     | 12 mm (1/2") spherical solids    |
| Cord Length         | 3 m (9') standard                |
| Cord Type           | SOW/SOOW (CE model HD7RN-F)      |
| Max Head            | 4.9 m (16')                      |
| Max Flow Rate       | 12.7 m <sup>3</sup> /hr (56 GPM) |
| Max Operating Temp  | 54°C (130°F)                     |
| Cooling             | Oil filled                       |
| Motor Protection    | Auto reset thermal overload      |

### Materials Characteristics

|                  |                     |
|------------------|---------------------|
| Cap              | Cast iron           |
| Motor Housing    | Cast iron           |
| Pump Housing     | Cast iron           |
| Base             | Cast iron           |
| Upper Bearing    | Sleeve bearing      |
| Lower Bearing    | Sleeve bearing      |
| Mechanical Seals | Carbon and ceramic  |
| Impeller Type    | Non-clogging vortex |
| Impeller         | Engineered plastic  |
| Hardware         | Stainless steel     |
| Motor Shaft      | AISI 1215 steel     |
| Gasket           | Neoprene            |



**PUMP COMPANY**

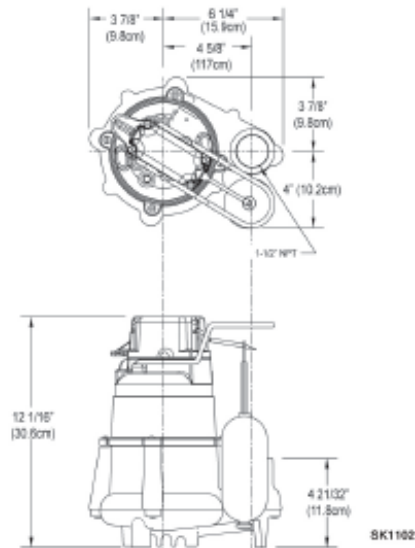
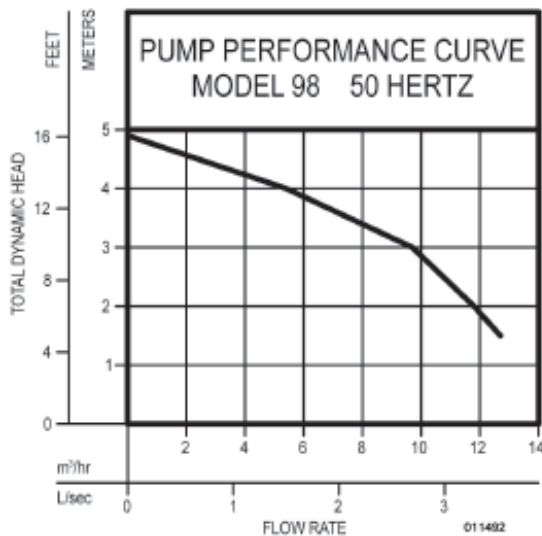
Zoeller Family of Water Solutions™

FM2709\_Eb  
Section W2.20.070  
Updated 0313  
Supersedes 1011



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Model 98



Model

| Model Number | Seal   | Mode | Volts | Phase | Amps | KW (p1) | Hz | Kg | Lbs |
|--------------|--------|------|-------|-------|------|---------|----|----|-----|
| U98          | Single | Auto | 220   | 1     | 4.7  | 0.77    | 50 | 16 | 35  |
| V98          | Single | Non  | 220   | 1     | 4.7  | 0.77    | 50 | 16 | 35  |

Additional cord lengths are available in 8 m (25'), 11 m (35') and 15 m (50'). Power cords less than 10 m (33') on CE rated models are intended for indoor use only.

All models are available with a type E/F (5 or 10 m), G (2 or 10 m) or I (5 m) plug.

Optional pump stand (P/N/10-2421). The stand, made of durable, non-corrosive ABS, attaches securely to the pump and is intended to reduce clogging by debris, eliminate the need for bricks or blocks under the pump, and provide the ability to raise the intake by adding sections of DN40 or DN50 (1-1/2" or 2") PVC.

Reserve Powered Design: For unusual conditions, a reserve safety factor is engineered into the design of every pump.

Your Peace of Mind is Our Top Priority®  
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+1 502-778-2731 | Fax: +1 502-774-3624  
[www.zoeller.com](http://www.zoeller.com)

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**Re: David City WWTF - Work Change Directive No. 4 - SBR Subdrain System**

From Chuck Gee <chuck@bandces.com>  
Date Wed 7/23/2025 1:25 PM  
To Josh Klug <JoshKlug@brbcontractors.com>

install #10 wire in a 3/4" conduit from lp1 to sw corner of new sbr \$1600.00 Chuck

**From:** "Josh Klug" <JoshKlug@brbcontractors.com>  
**To:** "Chuck Gee" <chuck@bandces.com>  
**Sent:** Wednesday, July 23, 2025 10:50:03 AM  
**Subject:** Fw: David City WWTF - Work Change Directive No. 4 - SBR Subdrain System

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**From:** Sarah Nguyen <snguyen@jeo.com>  
**Sent:** Wednesday, July 16, 2025 1:24:20 PM  
**To:** Josh Klug <JoshKlug@brbcontractors.com>; Rex Bassett <RxBassett@brbcontractors.com>; Don Taliaferro <dontaliaferro@brbcontractors.com>  
**Cc:** Ethan Joy <ejoy@jeo.com>; Brady Benson <bbenson@jeo.com>  
**Subject:** David City WWTF - Work Change Directive No. 4 - SBR Subdrain System

Hello Josh,

As we have discussed previously, JEO has a concern about hydrostatic uplift forces on the new SBR units. We would like to propose the attached SBR subdrain system to protect the structure from damage from the existing groundwater levels. The system includes subdrain tiles around the new SBR units which will drain to a permanent sump pump manhole. This sump pump will discharge into the new manhole for the 18" near the southwest corner of the SBR. We understand you many need to conduct some rework on the backfill around the SBR's in order to install this system.

Please review our proposed Work Change Directive and let me know your thoughts. Can you provide a proposal for this scope of work change for us to review with the city?

Docusign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DDD



RE: David City WWTF - Work Change Directive No. 4 - SBR Subdrain System

From Aaron Schmidt <aarons@concreteindustries.com>  
Date Tue 7/22/2025 12:10 PM  
To Rex Bassett <RexBassett@brbcontractors.com>; Josh Klug <JoshKlug@brbcontractors.com>  
Cc Asher Polivka <asherp@concreteindustries.com>

Josh/Rex, Sorry for delay, Our pricing would be as below.

48" diameter MH, no steps – approx. 19.68VF @ \$180/VF  
8" x 58" Flat Lid w/ R&C hole – 1 EA @ \$410/EA  
Monolithic Base (6" thick) @ \$400/EA  
Cored holes-if req'd by us @ \$75/EA  
Delivery to David City Area @ \$640

|                          |
|--------------------------|
| <b>TOTALS:</b>           |
| MH: \$3,542.40           |
| LID: \$410               |
| BASE: \$400              |
| TWO HOLES: \$150         |
| DELIVERY: \$640          |
| <b>TOTAL: \$5,142.40</b> |

Aaron Schmidt  
Concrete Industries, Inc. – Heavy Highway Sales  
6300 Cornhusker Highway, P.O. Box 29529, Lincoln, NE 68529-0529  
C: 402.432.5353 | Direct: 402.434.1885 | F: 402.434.1899  
[aarons@concreteindustries.com](mailto:aarons@concreteindustries.com)  
[www.concreteindustries.com](http://www.concreteindustries.com)



From: Rex Bassett <RexBassett@brbcontractors.com>  
Sent: Wednesday, July 16, 2025 2:09 PM  
To: Aaron Schmidt <aarons@concreteindustries.com>  
Cc: Alexis Alvaro <alexisa@concreteindustries.com>; Josh Klug <JoshKlug@brbcontractors.com>; Asher Polivka <asherp@concreteindustries.com>  
Subject: Fw: David City WWTF - Work Change Directive No. 4 - SBR Subdrain System

Docusign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DDD



## Work Change Directive

WORK CHANGE DIRECTIVE NO. | 5  
DATE | 7/29/2025  
PROJECT | Wastewater Treatment Facility Improvements  
JEO PROJECT NO. | 251034.00  
LOCATION | David City, NE  
OWNER | City of David City, NE  
CONTRACTOR | BRB Contractors, Inc.

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

Description The following is a change to the scope of work to install a 12'-0" x 12'-0" footing for the proposed grit chamber.

Purpose of Change Directive This change is to protect the grit chamber from hydrostatic uplift forces, due to the existing groundwater levels. In addition, this footing addition will eliminate the need for a subdrain system in this area.

Attachment(s) Detail - Grit Chamber Footing

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

Method of Determining Change in Contract Price

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

Method of Determining Change in Contract Times

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

Estimated Increase (Decrease) in Contract Price  
\$ 13,015.40

Estimated Increase (Decrease) in Contract Times  
0 Days

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

Recommended:

Authorized:

Accepted:

\_\_\_\_\_  
ENGINEER

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Docusign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DDD



To JEO and the City of David City,

Per Work Change Directive #5 dated 7/15/2025, additional concrete will be required at the new grit removal system vortex and parshall flume. A description of these remedies is attached, and work includes the following:

- Overexcavate and install a thickened concrete footing at the bottom of the grit removal system vortex.
- Install concrete in between the grit chamber and the flume at the top of each structure.

The cost of these modifications is \$13,015.40. A breakdown has been attached below. If you have any further questions, feel free to reach out.

Thank You,

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







DWG. NO.  
REVISION 1  
10-AS-11  
42 OF 139  
PROJECT 6475

## HEADWORKS BUILDING SECTION

WASTEWATER TREATMENT PLANT IMPROVEMENTS  
DAVID CITY, NEBRASKA

3000 Westtown Parkway • West Des Moines, Iowa 50266-1320  
515-225-8000 • 515-255-7848(FAX) • 800-241-6000(WATS)



**VEENSTRA  
& KIMM INC.**

| DATE      | REVISED   | SCALE   | AS NOTED |
|-----------|-----------|---------|----------|
| 7/24/2023 | 7/24/2023 | 1/4"    | 1/4"     |
|           |           | 1/2"    | 1/2"     |
|           |           | 3/4"    | 3/4"     |
|           |           | 1"      | 1"       |
|           |           | 1 1/4"  | 1 1/4"   |
|           |           | 1 1/2"  | 1 1/2"   |
|           |           | 1 3/4"  | 1 3/4"   |
|           |           | 2"      | 2"       |
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|           |           | 23"     | 23"      |
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|           |           | 97"     | 97"      |
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DocuSign Envelope ID: E24F9178-875C-4609-84DA-A92A354B4DDD

David City  
JEO

Cost Proposal: Modifications at the Grit Chamber  
Date: July 18, 2025

| Class of Work                            | QTY. | Unit | Unit Labor | Labor | Total Labor | Unit Material | Extended Material | Equipment Cost | Sub Contract |
|--|------|------|------------|-------|-------------|---------------|-------------------|----------------|--------------|
| Extra Rebar                              | 1.00 | EA   |            |       | 0.00        |               | 554.00            |                |              |
| Concrete Subcontractor                   | 1.00 | EA   |            |       | 0.00        |               | 1396.00           |                | 5800.00      |
| Additional Excavation/Backfill/Aggregate | 2.00 | DAYS | 130.00     | 15.00 | 1950.00     |               | 648.00            | 1000.00        |              |
|  | 1.00 | EA   |            |       | 0.00        |               |                   |                |              |
|  | 2.50 | EA   |            |       | 0.00        |               |                   |                |              |
|  | 3.50 | EA   |            |       | 0.00        |               |                   |                |              |
|  | 1.00 | EA   |            |       | 0.00        |               |                   |                |              |
|  | 1.00 | EA   |            |       | 0.00        |               |                   |                |              |
| Sub Totals:                              |      |      |            |       | \$1,950.00  |               | \$2,598.00        | \$1,000.00     | \$5,800.00   |

8 CY of concrete at \$174.50/CY

|                       |                 |
|-----------------------|-----------------|
| Material Sub-Total    | \$2,598.00      |
| Labor Sub-Total       | \$1,950.00      |
| Subcontractor-Total   | \$5,800.00      |
| Equipment Sub-Total   | \$1,000.00      |
| Sub-Total             | \$11,348.00     |
| Sub-Total Without Sub | \$5,548.00      |
| Contractor's Fee      | 15.00% \$832.20 |
| Sub-Contractors Fee   | 10.00% \$580.00 |
| Sub-Total             | \$12,760.20     |
| Insurance and Bond    | 2.00% \$255.20  |
| Total                 | \$13,015.40     |

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## CHANGE ORDER REQUEST

**Date:** 7/18/25  
**Contractor:** BRB Contractors Inc.  
**Attn:** Rex Bassett, Seth Johnson

**Project:** David City WW Facility  
**Location:** David City, NE  
**JOB #:** 23-NE-560

White Cap proposes to furnish reinforcing steel in accordance with plans and specification to be in accordance with the latest edition of the C.R. S. I. Manual of Standard Practice. All material will comply with ASTM A615, grade 60.  
Quoted By TC

**Change Order #3:** Approximately 911 lbs. Plain Rebar: \$554.00 LUMP SUM

**Description:** Additional reinforcing required due to Change Directive #5. Added a base footing under the grit structure.

\*\*\*Stetson Building Products will not proceed with the above work until accepted in writing.

**SALES TAX NOT INCLUDED**

Accepted \_\_\_\_\_  
*Company*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Date*

Sincerely,

Troy Christine [troy.christine@whitecap.com](mailto:troy.christine@whitecap.com)

515-829-0277

Council Member Bruce Meysenburg made a motion to approve Certificate of Payment # 29 in the amount of \$483,900.43 to Velocity Constructors Inc. for the 2022 Water Treatment Plant upgrades. 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.

Docusign Envelope ID: F423B09A-A921-4185-B24E-04C16CDC6580

#### Contractor's Application for Payment

|                            |  |                                  |           |
|----------------------------|--|----------------------------------|-----------|
| <b>Owner:</b>              | City of David City   | <b>Owner's Project No.:</b>      |           |
| <b>Engineer:</b>           | JEO Consulting Group, Inc.                                   | <b>Engineer's Project No.:</b>   | 202024.00 |
| <b>Contractor:</b>         | Velocity Constructors Inc.                                   | <b>Contractor's Project No.:</b> |           |
| <b>Project:</b>            | 2022 Water Treatment Plant Upgrades, SRF Project No. D311686 |                                  |           |
| <b>Contract:</b>           | 2022 Water Treatment Plant Upgrades, SRF Project No. D311686 |                                  |           |
| <b>Application No.:</b>    | 29   | <b>Application Date:</b>         | 8/13/2025 |
| <b>Application Period:</b> | From 7/1/2025  | to                               | 8/1/2025  |

|  |                  |
|--|------------------|
| 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<br>(Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ 10,975,589.76 |
| 5. Retainage   |                  |
| a. Reduced X \$ 10,975,589.76 Work Completed =   | \$ 100,000.00    |
| b. 5% X \$ - Stored Materials =  | \$ -             |
| c. Total Retainage (Line 5.a + Line 5.b)   | \$ 100,000.00    |
| 6. Amount eligible to date (Line 4 - Line 5.c)   | \$ 10,875,589.76 |
| 7. Less previous payments (Line 6 from prior application)  | \$ 10,391,689.33 |
| 8. Amount due this application   | \$ 483,900.43    |
| 9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)   | \$ 100,000.00    |

**Contractor's Certification**  

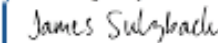
The undersigned Contractor certifies, to the best of its knowledge, the following:

(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.

|   |                       |
|---|-----------------------|
| <b>Contractor:</b> James Sulzbach - Project Manager Velocity Constructors                             |                       |
| <b>Signature:</b>  | <b>Date:</b> 8/8/2025 |

|   |   |
|---|---|
| <b>Recommended by Engineer</b><br><b>By:</b> <br><b>Title:</b> Project Engineer<br><b>Date:</b> 8/8/2025 | <b>Approved by Owner</b><br><b>By:</b> <br><b>Title:</b> Mayor<br><b>Date:</b> 8/18/2025 |
|---|---|

### Contractor's Application for Payment

Lump Sum



Docusign Envelope ID: F423B09A-A921-4185-B04E-04C16C0C6580

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

|  |  |   |                      |  |                  |                                       |  |                                  |                                |                   |   |
|--|--|---|----------------------|--|------------------|---------------------------------------|--|----------------------------------|--------------------------------|-------------------|---|
| Owner:   |  | City of David City  |                      |  |                  | Owner's Project No.:                  |  |                                  |                                |                   |   |
| Engineer:  |  | JEO Consulting Group, Inc.  |                      |  |                  | Engineer's Project No.:               |  |                                  |                                |                   |   |
| Contractor:  |  | 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.:                                       |  | 29  |                      | Application Period:                    |                  | From                                  |  | to                               |                                | Application Date: |   |
|  |  |   |                      |  |                  | 07/01/25                              |  | 08/01/25                         |                                | 08/13/25          |   |
| A  |  | B   | C                    | D                                      | E                | F                                     | G  | H                                | I                              |                   |   |
|  |  |   |                      | Work Completed                         |                  |                                       |  |                                  |                                |                   |   |
| Item No.   |  | Description   | Scheduled Value (\$) | (D + E) From Previous Application (\$) | This Period (\$) | Currently Stored (not in D or E) (\$) | Work Completed and Materials Stored to Date (D + E + F) (\$) | % of Scheduled Value (G / C) (%) | Balance to Finish (C - G) (\$) |                   |   |
| 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                               | 500.00           |                                       | 7,208.00   | 100%                             | -                              |                   | - |
| 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            | 10,080.00                              | -                | -                                     | 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             | 4,603.00                               | -                | -                                     | 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

| City of David City  |  |  |  | Owner's Project No.:      |               |  |               |                  |           |                                       |   |  |               |                                  |      |                                |   |
|---|--|--|--|---------------------------|---------------|--|---------------|------------------|-----------|---------------------------------------|---|--|---------------|----------------------------------|------|--------------------------------|---|
| JEO Consulting Group, Inc.  |  |  |  | Engineer's Project No.:   |               |  |               |                  |           |                                       |   |  |               |                                  |      |                                |   |
| Velocity Constructors Inc.  |  |  |  | Contractor's Project No.: |               |  |               |                  |           |                                       |   |  |               |                                  |      |                                |   |
| 2022 Water Treatment Plant Upgrades, SRF Project No. D311686      |  |  |  |                           |               |  |               |                  |           |                                       |   |  |               |                                  |      |                                |   |
| 2022 Water Treatment Plant Upgrades, SRF Project No. D311686      |  |  |  |                           |               |  |               |                  |           |                                       |   |  |               |                                  |      |                                |   |
|   |  |  |  |                           |               |  |               |                  |           |                                       |   |  |               |                                  |      |                                |   |
|   |  |  |  |                           |               |  |               |                  |           |                                       |   |  |               |                                  |      |                                |   |
| Application No.: 29   |  |  |  | Application Period:       |               | From                                   |               | 07/01/25         |           | to                                    |   | 08/01/25   |               | Application Date:                |      | 08/13/25                       |   |
| A   |  | B  |  | C                         |               | D                                      |               | E                |           | F                                     |   | G  |               | H                                |      | I                              |   |
| Item No.  |  | Description  |  | Scheduled Value (\$)      |               | Work Completed                         |               | This Period (\$) |           | Currently Stored (not in D or E) (\$) |   | Work Completed and Materials Stored to Date (D + E + F) (\$) |               | % of Scheduled Value (G / C) (%) |      | Balance to Finish (C - G) (\$) |   |
|   |  |  |  |                           |               | (D + E) From Previous Application (\$) |               |                  |           |                                       |   |  |               |                                  |      |                                |   |
| 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 | \$                                     | 10,324,478.59 | \$               | 18,969.41 | \$                                    | - | \$   | 10,343,448.00 |                                  | \$   | -                              |   |
| 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                 |               | 17,454.00                              |               | -                |           | -                                     |   | 17,454.00  |               | 100%                             |      | -                              |   |
| CO-5  |  | -Aggregate-Sink+Trans & BPV+Delay                              |  | 72,262.00                 |               | 67,262.00                              |               | 5,000.00         |           | -                                     |   | 72,262.00  |               | 100%                             |      | -                              |   |
| CO-6  |  | Pump Overflow Landscaping and Overflow                         |  | 68,810.25                 |               | 55,810.25                              |               | 13,000.00        |           | -                                     |   | 68,810.25  |               | 100%                             |      | -                              |   |
| Change Order Totals   |  |  |  | \$                        | 412,817.76    | \$                                     | 394,817.76    | \$               | 18,000.00 | \$                                    | - | \$   | 412,817.76    |                                  | 100% | \$                             | - |
| 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 | \$                                     | 10,938,620.35 | \$               | 36,969.41 | \$                                    | - | \$   | 10,975,589.76 |                                  | 100% | \$                             | - |
| Sales Tax for Materials & Equipment Included                      |  |  |  |                           |               |  |               |                  |           |                                       |   |  |               |                                  |      |                                |   |
|   |  |  |  |                           |               |  |               |                  |           |                                       |   |  |               |                                  |      |                                |   |

<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.:                 |      | 202024.00         |   |          |  |
| 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.:                    |   | 29   |       | Application Period: |                                | From  |  | 07/01/25   |  | to   |                                | 08/01/25                             |      | Application Date: |   | 08/13/25 |  |
| A                                   | B   | C  | D     | E                   | F                              | G   | H  | I          | J  | K  | L                              |                                      |      |                   |   |          |  |
| Bid Item No.                        | Description                               | Contract Information   |       |                     |                                | 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) (\$)       |      |                   |   |          |  |
|                                     |   | Item Quantity  | Units | Unit Price (\$)     | Value of Bid Item (C X E) (\$) | 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    | 140.30              | 14,030.00                      | 100.00                                      | 14,030.00                                    |            | 14,030.00                                  | 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

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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.:   | 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.:  |                         | 29  | Application Period:                             |                  |  |                                  | 07/01/25  |  |   |  | 08/01/25  |  |  |  | Application Date: |  |  |  | 08/13/25 |  |  |  |
|---|-------------------------|---|---|------------------|--|----------------------------------|---|--|---|--|---|--|--|--|-------------------|--|--|--|----------|--|--|--|
| A   | B                       | C   | D   | E                | F  | G                                | H   | I  | J   | K  | L   | M  |  |  |                   |  |  |  |          |  |  |  |
| Item No.<br>(Lump Sum Tab) or Bid<br>Item No.<br>(Unit Price Tab) | Supplier<br>Invoice No. | Submittal No.<br>(with<br>Specification<br>Section No.) | Description of Materials or<br>Equipment Stored | Storage Location | Application<br>No. When<br>Materials<br>Placed in<br>Storage | Previous Amount<br>Stored<br>(5) | Materials Stored<br>Amount Stored this<br>Period<br>(5) | Amount Stored to<br>Date<br>(6 + H)<br>(5) | Amount Previously<br>Incorporated in the<br>Work<br>(5) | Incorporated in Work<br>Amount<br>Incorporated in the<br>Work this Period<br>(5) | Total Amount<br>Incorporated in the<br>Work<br>(J + K)<br>(5) | Materials<br>Remaining in<br>Storage<br>(I - L)<br>(5) |  |  |                   |  |  |  |          |  |  |  |
| B-1.19  | 5894991                 |   | Yard Pipe                                       | On Site          | 3  | 36,399.00                        | -   | 36,399.00                                  | -   | 36,399.00  | 36,399.00   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.19  | 5896108                 |   | Yard Pipe                                       | On Site          | 4  | 3,033.85                         | -   | 3,033.85                                   | -   | 3,033.85   | 3,033.85  | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.19  | 5835976                 |   | Yard Pipe                                       | On Site          | 4  | 4,484.62                         | -   | 4,484.62                                   | -   | 4,484.62   | 4,484.62  | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.19  | 8351125                 |   | Yard Pipe                                       | On Site          | 4  | 6,039.99                         | -   | 6,039.99                                   | -   | 6,039.99   | 6,039.99  | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.19  | 896907                  |   | Yard Pipe                                       | On Site          | 4  | 23,979.17                        | -   | 23,979.17                                  | -   | 23,979.17  | 23,979.17   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.19  | 5897709                 |   | Yard Pipe                                       | On Site          | 4  | 29,725.95                        | -   | 29,725.95                                  | -   | 29,725.95  | 29,725.95   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.28 & 38   |                         |   | Rebar   | On Site          | 4  | 33,900.00                        | -   | 33,900.00                                  | -   | 33,900.00  | 33,900.00   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.19  | T241554                 |   | Yard Pipe                                       | On Site          | 5  | 370.34                           | -   | 370.34                                     | -   | 370.34   | 370.34  | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.19  | T203897                 |   | Yard Pipe                                       | On Site          | 5  | 520.82                           | -   | 520.82                                     | -   | 520.82   | 520.82  | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.19  | T063762                 |   | Yard Pipe                                       | On Site          | 5  | 1,012.90                         | -   | 1,012.90                                   | -   | 1,012.90   | 1,012.90  | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.24, 37, 49, 52, 57  | Pay App 2               |   | Electrical Fixtures                             | On Site          | 5  | 30,708.14                        | -   | 30,708.14                                  | -   | 25,708.14  | 25,708.14   | -  |  |  |                   |  |  |  |          |  |  |  |
| B1.56   | 0902556-IN              |   | Electric Pumps                                  | On Site          | 6  | 26,934.00                        | -   | 26,934.00                                  | -   | 26,934.00  | 26,934.00   | -  |  |  |                   |  |  |  |          |  |  |  |
| B1.47   | 34604                   |   | Mellen Valves PRV                               | 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  | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.57  | 13 Invoices             |   | Electrical                                      | On Site          | 7  | 112,151.76                       | -   | 112,151.76                                 | -   | 112,151.76   | 112,151.76  | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.22  | 92500                   |   | WestTech  | Submittals       | 7  | 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   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.19  | 8 Invoices              |   | Yard Pipe                                       | On Site          | 9  | 15,646.65                        | -   | 15,646.65                                  | -   | 15,646.65  | 15,646.65   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.47  | Mellen                  |   | Air Vac   | On Site          | 9  | 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  | T097108                 |   | 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   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.05  | HOA                     |   | Electrical HOA                                  | Pictures         | 10   | 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   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.47  | C&M                     |   | Clearwell Pipe                                  | On Site          | 10   | 6,053.55                         | -   | 6,053.55                                   | -   | 6,053.55   | 6,053.55  | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.22  | Vesco                   |   | Blower  | On Site          | 11   | 50,000.00                        | -   | 50,000.00                                  | -   | 50,000.00  | 50,000.00   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.25  | Gurney                  |   | Split Case Pump                                 | On Site          | 11   | 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   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.50  | Gurney                  |   | Chem Feed                                       | On Site          | 12   | 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  | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.56  | Mellen                  |   | Valves  | On Site          | 12   | 7,651.85                         | -   | 7,651.85                                   | -   | 7,651.85   | 7,651.85  | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.22  | 3 Invoice               |   | Inside Piping                                   | Onsite           | 12   | 34,824.08                        | -   | 34,824.08                                  | -   | 34,824.08  | 34,824.08   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.22  | 94231                   |   | Filter Rehab - WestTech                         | Onsite           | 13   | 187,247.48                       | -   | 187,247.48                                 | -   | 187,247.48   | 187,247.48  | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.22  | 35522                   |   | Mellen - Valves                                 | Onsite           | 13   | 90,506.40                        | -   | 90,506.40                                  | -   | 90,506.40  | 90,506.40   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.19  | 35489                   |   | Mellen - Valves                                 | Onsite           | 13   | 24,828.20                        | -   | 24,828.20                                  | -   | 24,828.20  | 24,828.20   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.19  | 35608                   |   | Mellen - Valves                                 | Onsite           | 13   | 44,019.10                        | -   | 44,019.10                                  | -   | 44,019.10  | 44,019.10   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.36  | 10 Inv                  |   | Core and Main - Piping                          | Onsite           | 13   | 39,821.77                        | -   | 39,821.77                                  | -   | 39,821.77  | 39,821.77   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.11  | Pay App 1               |   | Skylight  | Onsite           | 14   | 24,882.00                        | -   | 24,882.00                                  | -   | 24,882.00  | 24,882.00   | -  |  |  |                   |  |  |  |          |  |  |  |
| B1.16, 44, 45, 48, 84, 2-1  | Pay App 1               |   | Misc Metals Decking                             | Onsite           | 14   | 45,000.00                        | -   | 45,000.00                                  | -   | 45,000.00  | 45,000.00   | -  |  |  |                   |  |  |  |          |  |  |  |
| B4.1-1  | 35785                   |   | Valves  | Onsite           | 14   | 50,000.00                        | -   | 50,000.00                                  | -   | 50,000.00  | 50,000.00   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.19  | CI 438085               |   | RCP   | Onsite           | 14   | 2,671.00                         | -   | 2,671.00                                   | -   | 2,671.00   | 2,671.00  | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.36  | U550028                 |   | Piping  | Onsite           | 14   | 6,933.75                         | -   | 6,933.75                                   | -   | 6,933.75   | 6,933.75  | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.05  | 11766                   |   | Enclosures                                      | Onsite           | 14   | 13,819.66                        | -   | 13,819.66                                  | -   | 13,819.66  | 13,819.66   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.53  | 2212-15350              |   | Valves  | Onsite           | 14   | 30,555.80                        | -   | 30,555.80                                  | -   | 30,555.80  | 30,555.80   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.08  | Pay App                 |   | Misc Metals Decking                             | Onsite           | 14   | 40,000.00                        | -   | 40,000.00                                  | -   | 40,000.00  | 40,000.00   | -  |  |  |                   |  |  |  |          |  |  |  |
| B-1.36  |                         |   | Check Valves                                    | Onsite           | 15   | 15,817.55                        | -   | 15,817.55                                  | -   | 15,817.55  | 15,817.55   | -  |  |  |                   |  |  |  |          |  |  |  |

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| Stored Materials Summary   |                         |   |   |                  |  |                                   |                                      |   |  |   |  |   |
|--|-------------------------|---|---|------------------|--|-----------------------------------|--------------------------------------|---|--|---|--|---|
| Contractor's Application for Payment                                   |                         |   |   |                  |  |                                   |                                      |   |  |   |  |   |
| Owner: City of David City  |                         |   |   |                  |  |                                   |                                      |   |  |   |  |   |
| Engineer: JEO Consulting Group, Inc.                                   |                         |   |   |                  |  |                                   |                                      |   |  |   |  |   |
| Contractor: Velocity Constructors Inc.                                 |                         |   |   |                  |  |                                   |                                      |   |  |   |  |   |
| Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311666  |                         |   |   |                  |  |                                   |                                      |   |  |   |  |   |
| Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311666 |                         |   |   |                  |  |                                   |                                      |   |  |   |  |   |
| Application No.: 29  |                         |   |   |                  |  |                                   |                                      |   |  |   |  |   |
| Application Period: From 07/01/25 to 08/01/25                          |                         |   |   |                  |  |                                   |                                      |   |  |   |  |   |
| Application Date: 08/13/25   |                         |   |   |                  |  |                                   |                                      |   |  |   |  |   |
| A  | B                       | C   | D   | E                | F  | G                                 | H                                    | I   | J  | K   | L  | M   |
| Item No.<br>(Lump Sum Tab) or Bid<br>Item No.<br>(Unit Price Tab)      | Supplier<br>Invoice No. | Submittal No.<br>(with<br>Specification<br>Section No.) | Description of Materials or<br>Equipment Stored | Storage Location | Application<br>No. When<br>Materials<br>Placed in<br>Storage | Previous Amount<br>Stored<br>(\$) | Amount Stored this<br>Period<br>(\$) | Amount Stored to<br>Date<br>(G + H)<br>(\$) | Amount Previously<br>Incorporated in the<br>Work<br>(\$) | Amount<br>Incorporated in the<br>Work this Period<br>(\$) | Total Amount<br>Incorporated in the<br>Work<br>(J + K)<br>(\$) | Materials<br>Remaining in<br>Storage<br>(L - M)<br>(\$) |
| B-1.25   |                         |   | RO Submittal                                    | Submittals       | 15   | 182,064.25                        |                                      | 182,064.25                                  |  | 182,064.25  | 182,064.25   | -   |
| B-1.14   |                         |   | Plastic Cabinets                                | Onsite           | 15   | 18,159.93                         |                                      | 18,159.93                                   |  | 18,159.93   | 18,159.93  | -   |
| B1.36  |                         |   | Check Valves                                    | Onsite           | 16   | 15,817.55                         |                                      | 15,817.55                                   |  |   |  | 15,817.55   |
| B1.05  | 2 Invoices              |   | Programming                                     | Onsite           | 16   | 42,045.13                         |                                      | 42,045.13                                   |  | 42,045.13   | 42,045.13  | -   |
| B1.36  | 3 Invoice               |   | Piping  | Onsite           | 16   | 5,042.47                          |                                      | 5,042.47                                    |  |   |  | 5,042.47  |
| B1.36  | 00801013                |   | RO Piping                                       | Onsite           | 18   | 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   |



Council member Rick Holland made a motion to approve Pay Application No. 8 to Municipal Pipe Tool Company in the amount of \$185,548.66 for the South Area Sewer Rehabilitation Project. 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.

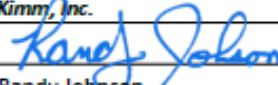



**VEENSTRA & KIMM INC.**  
6775 Vista Drive  
West Des Moines, Iowa 50266  
515.225.8000 / 800.241.8000  
www.v-k.net

| ESTIMATE OF CONSTRUCTION COMPLETED             |  |      |                         |                                    |                      |             |                         |
|--|--|------|-------------------------|------------------------------------|----------------------|-------------|-------------------------|
| PARTIAL PAYMENT NO. 8                          |  |      |                         |                                    |                      |             |                         |
| PROJECT TITLE: South Area Sewer Rehabilitation |  |      |                         |                                    |                      |             |                         |
| Contractor: Municipal Pipe Tool Company        |  |      |                         |                                    | Date: August 8, 2025 |             |                         |
| Original Contract Amount:                      |  |      | \$667,383.15            |                                    |                      |             |                         |
| Pay Period: May 22, 2024 to July 24, 2025      |  |      |                         |                                    |                      |             |                         |
| BID ITEMS                                      |  |      |                         |                                    |                      |             |                         |
| ITEM NO.                                       | DESCRIPTION                            | UNIT | ESTIMATED (ORIG. CONT.) | QUANTITY AUTHORIZED (INCL. C.O.'S) | COMPLETED TO DATE    | UNIT PRICE  | VALUE COMPLETED TO DATE |
| 1.1  | Mobilization                           | LS   | 1.00                    | 1.10                               | 0.90                 | \$39,917.50 | \$35,925.75             |
| 1.2  | Traffic Control                        | LS   | 1.00                    | 1.00                               | 0.90                 | \$8,912.40  | \$8,021.16              |
| 1.3  | Surface Restoration                    | LS   | 1.00                    | 1.00                               | 1.00                 | \$8,610.00  | \$8,610.00              |
| 1.4  | PCC Pavement                           | SY   | 100.00                  | 100.00                             | 56.22                | \$100.80    | \$5,666.98              |
| 1.5  | HMA Pavement                           | SY   | 100.00                  | 36.00                              | 0.00                 | \$100.80    | \$0.00                  |
| 1.6  | PCC Sidewalk                           | SY   | 100.00                  | 100.00                             | 0.00                 | \$94.50     | \$0.00                  |
| 1.7  | Remove and Replace 8" Sewer            | LF   | 110.00                  | 110.00                             | 131.00               | \$47.25     | \$6,189.75              |
| 1.8  | 8" Sanitary Sewer Televising           | LF   | 4,165.00                | 3,924.30                           | 3,833.70             | \$1.00      | \$3,833.70              |
| 1.9  | 8" Sanitary Sewer Cleaning             | LF   | 4,165.00                | 3,924.30                           | 3,833.70             | \$2.00      | \$7,667.40              |
| 1.10   | 8" Sanitary Sewer Cured-in-Place Pipe  | LF   | 4,165.00                | 3,924.30                           | 3,833.70             | \$34.00     | \$130,345.80            |
| 1.11   | 10" Sanitary Sewer Televising          | LF   | 2,395.00                | 2,806.90                           | 2,785.40             | \$1.00      | \$2,785.40              |
| 1.12   | 10" Sanitary Sewer Cleaning            | LF   | 2,395.00                | 2,806.90                           | 2,785.40             | \$2.00      | \$5,570.80              |
| 1.13   | 10" Sanitary Sewer Cured-in-Place Pipe | LF   | 2,395.00                | 2,386.90                           | 2,363.60             | \$39.00     | \$92,180.40             |
| 1.14   | 12" Sanitary Sewer Televising          | LF   | 2,685.00                | 2,636.40                           | 2,631.80             | \$1.00      | \$2,631.80              |
| 1.15   | 12" Sanitary Sewer Cleaning            | LF   | 2,685.00                | 2,636.40                           | 2,631.80             | \$3.00      | \$7,895.40              |
| 1.16   | 12" Sanitary Sewer Cured-in-Place Pipe | LF   | 2,685.00                | 1,358.40                           | 1,402.20             | \$42.00     | \$58,892.40             |
| 1.17   | 18" Sanitary Sewer Televising          | LF   | 1,013.00                | 617.30                             | 613.10               | \$1.00      | \$613.10                |
| 1.18   | 18" Sanitary Sewer Cleaning            | LF   | 1,013.00                | 617.30                             | 613.10               | \$4.00      | \$2,452.40              |
| 1.20   | 18" Sanitary Sewer Cured-in-Place Pipe | LF   | 1,013.00                | 617.30                             | 613.10               | \$74.00     | \$45,369.40             |
| 1.21   | Point Repair No. 1                     | EA   | 1.00                    | 0.00                               | 0.00                 | \$3,528.00  | \$0.00                  |
| 1.22   | Point Repair No. 2                     | EA   | 1.00                    | 0.00                               | 0.00                 | \$3,528.00  | \$0.00                  |
| 1.23   | Point Repair No. 3                     | EA   | 1.00                    | 0.00                               | 0.00                 | \$3,528.00  | \$0.00                  |
| 1.24   | Point Repair No. 4                     | EA   | 1.00                    | 0.00                               | 0.00                 | \$3,024.00  | \$0.00                  |
| 1.25   | Point Repair No. 5                     | EA   | 1.00                    | 1.00                               | 1.00                 | \$3,391.50  | \$3,391.50              |
| 1.26   | Point Repair No. 6                     | EA   | 1.00                    | 0.00                               | 0.00                 | \$10,185.00 | \$0.00                  |
| 1.27   | Point Repair No. 7                     | EA   | 1.00                    | 1.00                               | 0.00                 | \$12,731.25 | \$0.00                  |
| 1.28   | Point Repair No. 8                     | EA   | 1.00                    | 1.00                               | 0.00                 | \$3,024.00  | \$0.00                  |
| 1.29   | Point Repair No. 9                     | EA   | 1.00                    | 0.00                               | 0.00                 | \$3,024.00  | \$0.00                  |
| 1.30   | Heavy Cleaning / Root Cutting          | LF   | 2,696.00                | 2,696.00                           | 1,154.00             | \$5.00      | \$5,770.00              |
| 1.31   | Reinstate Service Connection           | EA   | 103.00                  | 90.00                              | 98.00                | \$90.00     | \$8,820.00              |
| 1.32   | Grout Service Connection               | EA   | 103.00                  | 72.00                              | 97.00                | \$450.00    | \$43,650.00             |
| 1.33   | Trim Protruding Service, Clay or PVC   | EA   | 5.00                    | 5.00                               | 2.00                 | \$368.00    | \$736.00                |
| CO1 1.33                                       | Manhole, 48" Dia                       | EA   | 0.00                    | 1.00                               | 1.00                 | \$14,610.00 | \$14,610.00             |
| CO1 2.1  | PCC Pavement                           | SY   | 0.00                    | 50.00                              | 126.00               | \$100.80    | \$12,700.80             |
| CO1 2.2  | Hot Mix Asphalt                        | SY   | 0.00                    | 125.00                             | 0.00                 | \$117.60    | \$0.00                  |
| CO1 2.3  | 8" Sanitary Sewer Televising           | LF   | 0.00                    | 923.00                             | 936.00               | \$1.00      | \$936.00                |
| CO1 2.4  | 8" Sanitary Sewer Cleaning             | LF   | 0.00                    | 923.00                             | 936.00               | \$2.00      | \$1,872.00              |
| CO1 2.5  | 8" Sanitary Sewer Cured-in-Place Pipe  | LF   | 0.00                    | 923.00                             | 936.00               | \$36.00     | \$33,696.00             |
| CO1 2.6  | Point Repair No. 10                    | EA   | 0.00                    | 1.00                               | 1.00                 | \$8,531.25  | \$8,531.25              |
| CO1 2.7  | Point Repair No. 11                    | EA   | 0.00                    | 0.00                               | 0.00                 | \$8,531.25  | \$0.00                  |
| CO1 2.8  | Point Repair No. 12                    | EA   | 0.00                    | 0.00                               | 0.00                 | \$8,531.25  | \$0.00                  |
| CO1 2.9  | Heavy Cleaning / Root Cutting          | LF   | 0.00                    | 488.00                             | 0.00                 | \$5.00      | \$0.00                  |
| CO1 2.10                                       | Reinstate Service Connection           | EA   | 0.00                    | 21.00                              | 16.00                | \$90.00     | \$1,440.00              |
| CO1 2.11                                       | Grout Service Connection               | EA   | 0.00                    | 21.00                              | 12.00                | \$500.00    | \$6,000.00              |
| CO1 2.12                                       | Trim Protruding Service, Clay or PVC   | EA   | 0.00                    | 2.00                               | 0.00                 | \$368.00    | \$0.00                  |
| CO2 1.35                                       | Compaction and PCC Testing             | LS   | 0.00                    | 1.00                               | 0.00                 | \$2,000.00  | \$0.00                  |
| CO2 2.13                                       | Point Repair No. 11 Add Manhole        | EA   | 0.00                    | 1.00                               | 1.00                 | \$17,275.50 | \$17,275.50             |
| CO2 2.14                                       | Point Repair No. 12 Add Manhole        | EA   | 0.00                    | 1.00                               | 1.00                 | \$19,195.00 | \$19,195.00             |
| Total Value Completed - Bid Items              |  |      |                         |                                    |                      |             | \$603,275.69            |



[illegible]

| SUMMARY  |  |  |  |
|--|--|--|--|
|  |  | Original Contract                          | Total Completed  |
| Bid Item Subtotal  |  | \$667,383.15                               | \$603,275.69   |
| APPROVED CHANGE ORDERS   |  |  |  |
| Change Order No.   | Description/Notes  | Total Approved                             | Total Completed  |
| 1  | Add and remove base bid item and Add Alternate 1 quantities. Item changes included in bid items. | -\$11,667.70                               | \$0.00   |
| 2  | Remove and add bid items. Item changes included in bid items 1.13, 1.35, 2.7, 2.8, 2.13 and 2.14 | \$5,028.00                                 | \$0.00   |
| 3  |  | \$0.00                                     | \$0.00   |
| 4  |  | \$0.00                                     | \$0.00   |
| 5  |  | \$0.00                                     | \$0.00   |
| 6  |  | \$0.00                                     | \$0.00   |
| 7  |  | \$0.00                                     | \$0.00   |
| 8  |  | \$0.00                                     | \$0.00   |
| Total Change Orders  |  | -\$6,639.70                                | \$0.00   |
|  |  | Total Approved                             | Total Completed  |
| Revised Contract Price   |  | \$660,743.45                               | \$603,275.69   |
|  |  |  | Total Completed  |
| Total Materials Stored   |  |  | \$0.00   |
| Total Completed Plus Materials Stored  |  |  | \$603,275.69   |
| Retainage (10%)  |  |  | \$60,327.57  |
| Total Earned Less Retainage  |  |  | \$542,948.12   |
| APPROVED PARTIAL PAYMENTS  |  |  |  |
| Partial Payment No.  | Period   | Total Approved                             |  |
| 1  | April 1, 2024 to April 26, 2024  | \$45,845.59                                |  |
| 2  | April 26, 2024 to July 30, 2024  | \$216,338.13                               |  |
| 3  | July 31, 2024 to August 11, 2024   | \$17,543.70                                |  |
| 4  | August 12, 2024 to September 24, 2024  | \$11,281.95                                |  |
| 5  | September 25, 2024 to December 2, 2024   | \$9,855.64                                 |  |
| 6  | December 3, 2024 to December 18, 2024  | \$774.90                                   |  |
| 7  | December 19, 2024 to May 21, 2025  | \$55,759.55                                |  |
| 8  |  | \$0.00                                     |  |
| 9  |  | \$0.00                                     |  |
| 10   |  | \$0.00                                     |  |
| Total Previously Approved  |  |  | \$357,399.46   |
| Amount Due This Request  |  |  | \$185,548.66   |
| Note: The amount <u>\$185,548.66</u> is recommended for approval for payment in accordance with the terms of the Contract. |  |  |  |
| CONTRACT SUMMARY   |  |  |  |
| ORIGINAL CONTRACT AMOUNT   |  | \$667,383.15                               |  |
| TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS   |  | \$660,743.45                               |  |
| THIS PARTIAL PAYMENT   |  | \$185,548.66                               |  |
| TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT   |  | \$542,948.12                               |  |
| BALANCE  |  | \$117,795.33                               |  |
| PERCENT COMPLETE   |  | 91.3%                                      |  |
| Recommended By:<br>Veenstra & Kimm, Inc.   |  | Contractor:<br>Municipal Pipe Tool Company |  |
| Signature  |               | Signature                                  |  |
| Name   | Randy Johnson  | Name                                       | Matt Boggs   |
| Title  | Project Engineer   | Title                                      | Project Manager  |
| Date   | 08/11/2025   | Date                                       | 08/11/2025   |
|  |  | Approved:<br>City of David City            |  |
|  |  | Signature                                  |  |
|  |  | Name                                       | Jessica Miller   |
|  |  | Title                                      | Mayor  |
|  |  | Date                                       |  |

Council member Kevin Woita made a motion to approve Change Order # 1 to Gehring Construction and Ready Mix Co., Inc., in the amount of \$96,327.95 for the 2024 Nebraska Street Extension. 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.

CHANGE ORDER NO.: ONE

|                |  |                                 |           |
|----------------|--|---------------------------------|-----------|
| Owner:         | City of David City                           | Owner's Project No.:            |           |
| Engineer:      | JEO Consulting Group, Inc.                   | Engineer's Project No.:         | 231816.00 |
| Contractor:    | Gehring Construction and Ready Mix Co., Inc. | Contractor's Project No.:       |           |
| Project:       | 2024 Nebraska Street Extension               |                                 |           |
| Contract Name: | 2024 Nebraska Street Extension               |                                 |           |
| Date Issued:   | 8/12/2025                                    | Effective Date of Change Order: | 8/13/2025 |

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

**Description:**

**Addition of full-depth concrete pavement reconstruction on Nebraska Street from 235-ft. west of 11th Street going west to 10th Street. Other improvements consist of new concrete driveways, seeding, drain pipe, and erosion control.**

Attachments:

231816 Nebraska Street Extension - Revised Final Plans 08012025.pdf  
SECTION 01 10 00 - Revised Special Provisions 08012025.pdf

| Change in Contract Price                           |  | Change in Contract Times |                   |
|--|--|--------------------------|-------------------|
| Original Contract Price:                           | Original Contract Times:                           | Substantial Completion:  | August 16, 2025   |
| \$ 93,867.50                                       | Ready for final payment:                           | September 15, 2025       |                   |
| Net change from previously approved Change Orders: | Net change from previously approved Change Orders: | Substantial Completion:  |                   |
| \$   | Ready for final payment:                           |                          |                   |
| Contract Price prior to this Change Order:         | Contract Times prior to this Change Order:         | Substantial Completion:  | August 16, 2025   |
| \$ 93,867.50                                       | Ready for final payment:                           | September 15, 2025       |                   |
| Net change for this Change Order:                  | Net change for this Change Order:                  | Substantial Completion:  | November 15, 2025 |
| \$ 96,327.95                                       | Ready for final payment:                           | December 15, 2025        |                   |
| Contract Price incorporating this Change Order:    | Contract Times with all approved Change Orders:    | Substantial Completion:  | November 15, 2025 |
| \$ 190,195.45                                      | Ready for final payment:                           | December 15, 2025        |                   |

Recommended by Engineer (if required)

Authorized by Owner

By: [Signature]  
Title: Project Engineer  
Date: 08/12/2025

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: Stephen Anderson  
Title: Sales  
Date: 8-13-25

| Change Order Estimate - Unit Price Work          |  |                               |                                 |            |                          |  |
|--|--|-------------------------------|---------------------------------|------------|--------------------------|--|
| JEO Project Name: 2024 Nebraska Street Extension |  | JEO Project Number: 231816.00 |                                 |            |                          |  |
| Owner:   | City of David City                           |                               | Change Order Number: ONE        |            |                          |  |
| Contractor:                                      | Gehring Construction and Ready Mix Co., Inc. |                               | Effective Date: August 13, 2025 |            |                          |  |
| Item   |  |                               | Change Order Information        |            |                          |  |
| Bid Item No.                                     | Description                                  | Item Quantity                 | Units                           | Unit Price | Total Value of Item (\$) |  |
| 5  | Remove Asphalt Pavement                      | 664                           | SY                              | \$12.00    | \$7,968.00               |  |
| 9  | Remove and Reset Mailbox                     | 2                             | EA                              | \$500.00   | \$1,000.00               |  |
| 10   | Subgrade Preparation                         | 791                           | SY                              | \$2.00     | \$1,582.00               |  |
| 12   | 7" Concrete Pavement                         | 791                           | SY                              | \$60.00    | \$47,460.00              |  |
| 13   | 6" Concrete Driveway                         | 257                           | SY                              | \$60.00    | \$15,420.00              |  |
| 14   | 6" Concrete Flume                            | 2                             | SY                              | \$60.00    | \$120.00                 |  |
| 18   | Crushed Rock Surface Course                  | 5                             | TONS                            | \$150.00   | \$750.00                 |  |
| 20   | Straw Wattle                                 | 20                            | LF                              | \$6.50     | \$130.00                 |  |
| 21   | Erosion Mat with Seed                        | 493                           | SY                              | \$2.75     | \$1,355.75               |  |
| 22   | Remove 12" CMP Pipe                          | 52                            | LF                              | \$16.85    | \$876.20                 |  |
| 23   | Remove Concrete Pavement                     | 269                           | SY                              | \$15.00    | \$4,035.00               |  |
| 24   | 6" PVC Storm Sewer Pipe, SDR 35              | 60                            | LF                              | \$51.60    | \$3,096.00               |  |
| 25   | 12" Nyloplast Drain Basin                    | 1                             | EA                              | \$4,000.00 | \$4,000.00               |  |
| 26   | Excavation, Established Quantity             | 219                           | CY                              | \$25.00    | \$5,475.00               |  |
| 27   | Remove, Salvage and Reinstall Landscape Rock | 51                            | SY                              | \$60.00    | \$3,060.00               |  |
|  |  |                               |                                 |            | \$0.00                   |  |
|  |  |                               |                                 |            | \$0.00                   |  |
|  |  |                               |                                 |            | \$0.00                   |  |
|  |  |                               |                                 |            | \$0.00                   |  |
|  |  |                               |                                 |            | \$0.00                   |  |
|  |  |                               |                                 |            | \$0.00                   |  |
|  |  |                               |                                 | Total:     | \$96,327.95              |  |

Council member Keith Marvin made a motion to accept the Professional Engineering Agreement with JEO for the Intersection Improvements. 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.



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

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between David City, Nebraska ("Client") and JEO Consulting Group, Inc. ("JEO").

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

David City Intersection Study Improvements ("Project").

JEO Project Number: 251447.00

Client and JEO further agree as follows:

**ARTICLE 1 - SERVICES OF JEO**

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**1.01 Scope**

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

**ARTICLE 2 - CLIENT'S RESPONSIBILITIES**

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**2.01 Client Responsibilities**

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

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: **\$212,525 (Lump Sum)**
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions  
Exhibit C – Survey Limits

**4.02 Total Agreement**

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

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

Client: David City, Nebraska

JEO Consulting Group, Inc.

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By:  \_\_\_\_\_

By: Andrew Wilshusen, PE \_\_\_\_\_

Title:  \_\_\_\_\_

Title: Project Manager \_\_\_\_\_

Date Signed:  \_\_\_\_\_

Date Signed: August 12, 2025 \_\_\_\_\_

Address for giving notices:

Address for giving notices:

 \_\_\_\_\_

JEO Consulting Group, Inc. \_\_\_\_\_

 \_\_\_\_\_

319 N Locust Street \_\_\_\_\_

 \_\_\_\_\_

Grand Island, Nebraska \_\_\_\_\_

 \_\_\_\_\_

fax: 308.381.2635





SCOPE OF SERVICES:  
Exhibit A  
Professional Services for  
David City Intersection Study Improvements

**PROJECT DESCRIPTION:**

David City, Nebraska: The project will provide a traffic study phase and development of design alternatives for the following three intersections:

1. Hwy 15 & Aquinas Middle & High School Access intersection
2. Hwy 15 & O Street intersection
3. Hwy 15 & Cooperative Way intersection

**1 TRAFFIC STUDY PHASE**

**1.1 Kickoff Meeting**

JEO will facilitate a kickoff meeting to confirm the scope of the study and coordinate data collection and field review. Project goals will also be discussed.

**1.2 Hwy 15 & Aquinas Middle & High School Access Intersection Analysis**

**1.2.1 Data Collection**

Assemble and review existing information provided by David City (existing intersection/roadway plans, previous studies/reports, existing traffic volumes, proposed site plan and development information, etc.) relevant to the study.

**1.2.1.1 Traffic Volumes** – JEO will use its in-house Miovision Cameras to collect 12-hour count data for the study intersection and identify AM and PM peak hours for capacity analysis.

**1.2.1.2 Field Review** – JEO will conduct a field review to confirm existing intersection and roadway geometrics, storage length information, traffic control devices, signage, and other relevant traffic and roadway information.

**1.2.2 Safety Analysis**

Using the most recent three-year crash data, provided by the Nebraska Department of Transportation (NDOT), the review will identify crash trends and potential mitigation strategies to reduce crash patterns within the study area. If available, crash modification factors based on the 2010 Highway Safety Manual and the Crash Modification Clearinghouse will be provided to determine potential mitigation impacts on safety.

**1.2.3 Trip Generation & Forecasting**

Based on the David City-provided studies or development data, JEO will apply and/or develop trip generation, distribution, and assignment values for known adjacent proposed developments that are expected to impact the study area. Historic traffic growth trends will be used to develop background traffic for the future year analysis scenarios.

#### 1.2.4 Traffic Signal Warrant

Based on the most current Manual of Uniform Traffic Control Devices (MUTCD), a traffic signal warrant analysis will be conducted to verify satisfaction of threshold requirements. The following applicable warrants will be reviewed and analyzed:

- 1.2.4.1 Warrant 1 - Eight-Hour Warrant
- 1.2.4.2 Warrant 2 – Four-Hour Warrant
- 1.2.4.3 Warrant 4 – Pedestrian Warrant (only if pedestrian traffic is significant)
- 1.2.4.4 Warrant 7 – Crash Warrant

The above task will be completed to validate that the signal is not warranted.

#### 1.2.5 Traffic Capacity Analysis

Intersection traffic operations and queue capacity analysis will be analyzed based on the current Highway Capacity Manual (HCM) 7<sup>th</sup> Edition using Synchro (Version 12) software. The analyses will be conducted for AM and PM peak weekday hours for the following scenarios:

- 1.2.5.1 Existing traffic conditions
- 1.2.5.2 Future no build
- 1.2.5.3 Future Roundabout

Based on the analysis results, any operational deficiencies will be identified, and mitigation suggestions will be provided.

#### 1.2.6 Technical Memo

A technical memorandum will be prepared to summarize the assumptions, procedures, findings, and recommendations for the alternatives analysis. The report will include relevant graphics, tables, and supporting data/calculations as appendices. A draft report will be provided to David City for review and comment. Comments will be documented and addressed to produce a final signed and stamped report.

#### 1.2.7 Review Meeting

One (1) web meeting is scheduled to discuss City comments and feedback to finalize the technical memo.

### 1.3 Hwy 15 & O Street

#### 1.3.1 Data Collection

Assemble and review existing information provided by David City (existing intersection/roadway plans, previous studies/reports, existing traffic volumes, proposed site plan and development information, etc.) relevant to the study.

1.3.1.1 Traffic Volumes – JEO will use its in-house Miovision Cameras to collect 12-hour count data for the study intersection and identify AM and PM peak hours for capacity analysis.

1.3.1.2 Field Review – JEO will conduct a field review to confirm existing intersection and roadway geometrics, storage length information, traffic control devices, signage, and other relevant traffic and roadway information.

### 1.3.2 Safety Analysis

Using the most recent three-year crash data, provided by the Nebraska Department of Transportation (NDOT), we will review crash data within the study area and identify crash trends.

### 1.3.3 Trip Generation & Forecasting

Based on the David City-provided studies or development data, JEO will apply and/or develop trip generation, distribution, and assignment values for known adjacent proposed developments that are expected to impact the study area. Historic traffic growth trends will be used to develop background traffic for the future year analysis scenarios.

### 1.3.4 Traffic Signal Warrant Study Analysis

Based on the most current Manual of Uniform Traffic Control Devices (MUTCD), a traffic signal warrant analysis will be conducted to verify satisfaction of threshold requirements. The following applicable warrants will be reviewed and analyzed:

1.3.4.1 Warrant 1 - Eight-Hour Warrant

1.3.4.2 Warrant 2 – Four-Hour Warrant

1.3.4.3 Warrant 4 – Pedestrian Warrant (only if pedestrian traffic is significant)

1.3.4.4 Warrant 7 – Crash Warrant

The above warrants apply to existing conditions only. For forecasted conditions, JEO will utilize forecasted traffic from Task 3.3 and apply NDOT's planning signal warrants to determine future signal needs. It should be noted that NDOT will only allow a signal to be designed and constructed if signal warrant thresholds are satisfied in the field. Therefore, this analysis will be used as a planning tool and will facilitate the need to monitor the signal periodically to determine when signals are warranted.

Final results will be summarized, and traffic control-related recommendations will be provided.

### 1.3.5 Traffic Capacity Analysis

Intersection traffic operations and queue capacity analysis will be analyzed based on the current Highway Capacity Manual (HCM) 7<sup>th</sup> Edition using Synchro (Version 12) software. The analyses will be conducted for AM and PM peak weekday hours for the following scenarios:

- 1.3.5.1 Existing traffic conditions
- 1.3.5.2 Future no build
- 1.3.5.3 Future Signal (If Warranted)

Based on the analysis results, any operational deficiencies will be identified, and mitigation suggestions will be provided.

### 1.3.6 Technical Memo

A technical memorandum will be prepared to summarize the assumptions, procedures, findings, and recommendations for the alternatives analysis. The report will include relevant graphics, tables, and supporting data/calculations as appendices. A draft report will be provided to David City for review and comment. Comments will be documented and addressed to produce a final signed and stamped report.

### 1.3.7 Review Meeting

One (1) web meeting is scheduled to discuss City comments and feedback to finalize the technical memo.

## 1.4 Hwy 15 & Cooperative Way Intersection Study

### 1.4.1 Data Collection

Assemble and review existing information provided by David City (existing intersection/roadway plans, previous studies/reports, existing traffic volumes, proposed site plan and development information, etc.) relevant to the study.

- 1.4.1.1 Traffic Volumes – JEO will use its in-house Miovision Cameras to collect 12-hour count data for the study intersection and identify AM and PM peak hours for capacity analysis.
- 1.4.1.2 Field Review – JEO will conduct a field review to confirm existing intersection and roadway geometrics, storage length information, traffic control devices, signage, and other relevant traffic and roadway information.

### 1.4.2 Safety Analysis

Using the most recent three-year crash data, provided by the Nebraska Department of Transportation (NDOT), the review will identify crash trends and potential mitigation strategies to reduce crash patterns within the study area. If available, crash modification factors based on



the 2010 Highway Safety Manual and the Crash Modification Clearinghouse will be provided to determine potential mitigation impacts on safety.

#### 1.4.3 Trip Generation & Forecasting

Based on the David City-provided studies or development data, JEO will apply and/or develop trip generation, distribution, and assignment values for known adjacent proposed developments that are expected to impact the study area. Historic traffic growth trends will be used to develop background traffic for the future year analysis scenarios.

#### 1.4.4 Traffic Signal Warrant Study Analysis

Based on the most current Manual of Uniform Traffic Control Devices (MUTCD), a traffic signal warrant analysis will be conducted to verify satisfaction of threshold requirements. The following applicable warrants will be reviewed and analyzed:

- 1.4.4.1 Warrant 1 - Eight-Hour Warrant
- 1.4.4.2 Warrant 2 – Four-Hour Warrant
- 1.4.4.3 Warrant 7 – Crash Warrant

The above warrants apply to existing conditions only. For forecasted conditions, JEO will utilize forecasted traffic from Task 3.3 and apply NDOT's planning signal warrants to determine future signal needs. It should be noted that NDOT will only allow a signal to be designed and constructed if signal warrant thresholds are satisfied in the field. Therefore, this analysis will be used as a planning tool and will facilitate the need to monitor the signal periodically to determine when signals are warranted.

Final results will be summarized, and traffic control-related recommendations will be provided.

#### 1.4.5 Traffic Capacity Analysis

Intersection traffic operations and queue capacity analysis will be analyzed based on the current Highway Capacity Manual (HCM) 7<sup>th</sup> Edition using Synchro (Version 12) software. The analyses will be conducted for AM and PM peak weekday hours for the following scenarios:

- 1.4.5.1 Existing traffic conditions
- 1.4.5.2 Future no-build
- 1.4.5.3 Existing & Future (Roundabout Control)
- 1.4.5.4 Existing & Future (Signal – If Warranted)

Based on analysis results, any operational deficiencies will be identified, and mitigation suggested.

#### 1.4.6 Technical Memo

A technical memorandum will be prepared to summarize the assumptions, procedures, findings, and recommendations for the alternatives analysis. The report will include relevant graphics, tables, and summary information. A draft report will be provided to David City for review and comment. All the final reports will be stamped and signed by a Professional Engineer.

#### 1.4.7 Review Meeting

One (1) web meeting is scheduled to discuss City comments and feedback to finalize the technical memo.

## 2 DESIGN PHASE

### 2.1 Provide Project Management throughout all Phases of this project, to include:

- 2.1.1 Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
- 2.1.2 Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
- 2.1.3 Provide oversight to ensure scope of services and schedule is met.
- 2.1.4 Work with disciplines to identify potential risks and how to mitigate those risks.
- 2.1.5 Review billed hours by design team and prepare invoice statements for Owner.
- 2.1.6 Provide monthly progress reports.

### 2.2 Attend and facilitate Design Phase Initiation/Kick-off meeting with Owner (1 meeting). Meeting review to include:

- 2.2.1 Review the scope, schedule, and project requirements.
- 2.2.2 Review the findings of the Traffic Study Phase
- 2.2.3 Engineer will also ask for any specific requirements or concerns from the Owner about the project.

### 2.3 Hwy 15 & Aquinas Middle & High School Access Intersection Design Phase

- 2.3.1 Coordinate Geotechnical Investigation. Engineer will obtain Geotechnical Services which includes test borings, soil samples, laboratory testing, and a geotechnical report for Engineering Design including pavement thickness recommendations.
- 2.3.2 Engineer will schedule and obtain a topographic and property survey containing the following:
  - 2.3.2.1 Survey the locations of all visible physical features (i.e.: concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.) within the proposed site location.



- 2.3.2.2 Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
- 2.3.2.3 Create an electronic drawing {using AutoCAD} illustrating elevations, site features, property boundaries, and existing utilities resulting from the surveys performed.
- 2.3.2.4 Research and obtain available surveys, deeds and legal descriptions from the county courthouse for the properties where easements and/or acquisitions may be required as a component of the project.
- 2.3.2.5 Collect available property pins and/or sections corners to develop the necessary legal descriptions required for the project.
- 2.3.2.6 Collect road cross section data every 50 feet for the limits on roadways within the Study Area, including a section taken at each driveway location.
- 2.3.2.7 Topography shall stop at the edge of existing streets not being improved. Width of surveyed area shall be as shown on Exhibit C of this agreement.
- 2.3.2.8 Engineer will make a "One Call" for utility locates to be marked in the project corridor and together with other survey data, will map existing site conditions within the electronic drawing.
- 2.3.3 Review of existing data and design requirements (standard vehicles, access requirements, etc.).
- 2.3.4 Prepare 30% complete preliminary plans, to include:
  - 2.3.4.1 Cover sheet and general location maps
  - 2.3.4.2 Survey control sheets
  - 2.3.4.3 Concrete paving plan and preliminary profile
  - 2.3.4.4 Typical cross section of roadway(s)
  - 2.3.4.5 Preliminary drainage design
  - 2.3.4.6 Cross Sections
- 2.3.5 Prepare a 30% complete opinion of probable construction cost.
- 2.3.6 Perform an internal quality assurance/quality control (QA/QC) review of the preliminary plans and specifications.
- 2.3.7 Conduct a plan-in-hand review in the field with the Owner to confirm the proposed layout, survey information and opinion of probable construction cost. Provide 30% construction plans to utilities to begin coordination.
- 2.3.8 Revise and advance plan sheets from the 30% complete set.
- 2.3.9 Prepare 90% complete plans and specifications. Plans and specifications to include:
  - 2.3.9.1 All sheets previously listed for the 30% complete plans.
  - 2.3.9.2 Insertion of following plan sheets as follows:
    - 2.3.9.2.1 Intersection Details including geometrics and grades
    - 2.3.9.2.2 Construction & Removal Plans
    - 2.3.9.2.3 Street lighting plans
    - 2.3.9.2.4 Sidewalk plans and necessary grades
    - 2.3.9.2.5 Drainage plan and culvert sections
    - 2.3.9.2.6 Phasing Plan
    - 2.3.9.2.7 Traffic Control Plan
    - 2.3.9.2.8 Erosion Control Plan
    - 2.3.9.2.9 Signing and Pavement Marking Plans

- 2.3.9.2.10 ROW Design. Includes effort sufficient to provide legal descriptions and plats/exhibits for ROW acquisition/easements for up to 5 properties.
- 2.3.9.3 Completion of the special provisions section of the specifications.
- 2.3.9.4 Complete all forms for Contract Documents including front end specifications, advertisements for bids, construction contracts, and payment and performance bonds as required.
- 2.3.9.5 Perform an internal QA/QC review of the 90% complete plans and specifications.
- 2.3.9.6 Submit the proposed bidding documents, construction contract, and payment and performance bonds to the Owner's legal counsel for review and comments.
- 2.3.9.7 Submit the proposed construction plans to utilities and coordinate relocations. Task includes up to two (2) staking trips to assist utilities with relocation.
- 2.3.10 Finalize construction drawings and specifications subject to Owner's approval.
- 2.3.11 Prepare a list of final construction quantities and furnish a final opinion of probable construction cost.
- 2.3.12 Provide completed final documents (Plans, Specifications, and Contract Documents) signed and sealed by a professional engineer registered in the State of Nebraska to Owner.
- 2.3.13 Prepare necessary permit applications to construct the intersection and storm sewer improvements on N-15 with the Nebraska Department of Transportation (NDOT) Owner to pay all fees associated with the permit application.
  - 2.3.13.1 Task assumes that plans will be submitted to NDOT for review at 30% and at 90% for Review and at Final for Concurrence. Up to three (3) plan submittal cycles are anticipated.
- 2.3.14 Prepare a Storm Water Pollution Prevention Plan (SWPPP) complying with state regulations.
- 2.3.15 Coordinate the Owner's signature and submit a Notice of Intent (NOI) to the NDEE to obtain an NPDES Storm Water permit. Owner to pay all permit fees.
- 2.3.16 Attend up to one (1) meeting to review final design documents and opinions of probable construction cost, obtain approval of the final plans, specifications and bid documents and receive authorization to submit final plans, specifications and bid documents to the appropriate agencies for review and approval.
- 2.4 Highway 15 & O Street Intersection Concept Design Phase
  - 2.4.1 Based on publically available LiDAR, Engineer shall provide conceptual level design and plan production of one intersection improvement concept at this location, consisting of the following sheets:
    - 2.4.1.1 Plan & Preliminary profile
    - 2.4.1.2 Typical section of roadway(s)
    - 2.4.1.3 Traffic signal preliminary layout
  - 2.4.2 Prepare a 10% level opinion of probable construction cost
  - 2.4.3 Conduct one (1) review meeting with the Owner for tasks 2.4 & 2.5.
- 2.5 Highway 15 & Cooperative Way Intersection Concept Design Phase
  - 2.5.1 Based on publically available LiDAR, Engineer shall provide conceptual level design and plan production of one intersection improvement concept at this location.

2.5.2 Prepare a 10% level opinion of probable construction cost

**3 BIDDING AND NEGOTIATION PHASE**

- 3.1 Obtain approval of plans and specifications and authorization to advertise for bids from Owner.
- 3.2 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 3.3 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 3.4 Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the non-refundable purchase cost established by the Engineer for the documents.
- 3.5 Respond to inquiries from prospective bidders and prepare any addenda required.
- 3.6 Assist the Owner in securing construction bids for the project.
- 3.7 Assist the Owner at the bid opening, consisting of one (1) meeting.
- 3.8 Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 3.9 Attend one (1) meeting with the Owner to present and review all bids received and assist the Owner in award of the construction contract.
- 3.10 Prepare and submit necessary information to the Owner for project award approval.
- 3.11 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- 3.12 Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

**4 OWNER RESPONSIBILITIES**

- 4.1 Provide timely review of documents or requests for information.

**5 FEE**

- 5.1 JEO proposes to provide the services defined above for the fees defined below:

| <u>Task</u>                              | <u>Fee</u>           |
|--|----------------------|
| Traffic Phase (Lump Sum)                 | \$ 34,390.00         |
| Design Phase (Lump Sum)                  | \$ 170,665.00        |
| Bidding and Negotiation Phase (Lump Sum) | \$ 7,470.00          |
| <b>Total (Not to Exceed)</b>             | <b>\$ 212,525.00</b> |

**6 PROGRESS PAYMENTS**

- 6.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 6.2 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

**7 CONTRACT TIME**



- 7.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
  - 7.1.1 N-15/Aquinas Intersection
    - 7.1.1.1 30% Submittal – 60 days from Notice to Proceed
    - 7.1.1.2 90% Submittal – 60 days from 30% Plan Review Meeting
    - 7.1.1.3 Final Plans and Specifications - 30 days from 90% Plan Submittal
- 7.2 If the Basic Services covered by this Agreement have not been completed by **March 1, 2026**, through no fault of JEO, extension or adjustment of JEO's services beyond that time shall be compensated as additional services.
- 7.3 The information in this proposal and fee estimate is valid until September 1, 2025. After that time, the scope of services, estimated fee and schedule are subject to adjustment.

## 8 EXCLUSIONS

- 8.1 Survey, except as stated in task 2.3.2
- 8.2 Land rights and ownership, except as stated in task 2.3.2
- 8.3 US Army Corps of Engineers Section 404, or other environmental permitting
- 8.4 Wetlands delineation, reporting, and mitigation
- 8.5 Traffic analysis and study, except as stated in Phase 1
- 8.6 SWPPP administration and inspections
- 8.7 Any permit fees associated with permit applications
- 8.8 Public engagement services, including public or stakeholder meetings
- 8.9 Special meetings and meetings not outlined in the Scope of Services
- 8.10 Traffic Signal design
- 8.11 Grant administration
- 8.12 Easement exhibit or description preparation
- 8.13 Electrical distribution plat maps (existing and proposed)
- 8.14 Construction Phase Services
- 8.15 Resident Project Representation
- 8.16 Construction Staking
- 8.17 Post Construction Phase Services

## 9 REIMBURSABLE EXPENSES

- 9.1 Typical reimbursable expenses are included in the lump-sum and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 9.2 Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project.)

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC GENERAL CONDITIONS

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. ("JEO") shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. CLIENT RESPONSIBILITIES:** The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of

the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

**7. REUSE OF DOCUMENTS:** Instruments of Service are drawings, specifications, models, etc., including those in electronic form prepared by JEO with respect to this Project. Upon execution of this Agreement, JEO grants to Client a nonexclusive license to use JEO's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that Client substantially performs its obligations, including payment for all sums when due, under this agreement. JEO shall be deemed the author and owner of their respective instruments of service and shall retain all intellectual property, common law, statutory and other reserved rights, including copyrights.

Client assumes full responsibility for any unauthorized use of JEO's Instruments of Service and shall indemnify and defend JEO for any claims that may arise out of such

**JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC**  
**GENERAL CONDITIONS**

unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution

costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance with limits not less than shown during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose



## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC GENERAL CONDITIONS

value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as

possible to expressing the intention of the stricken provision.

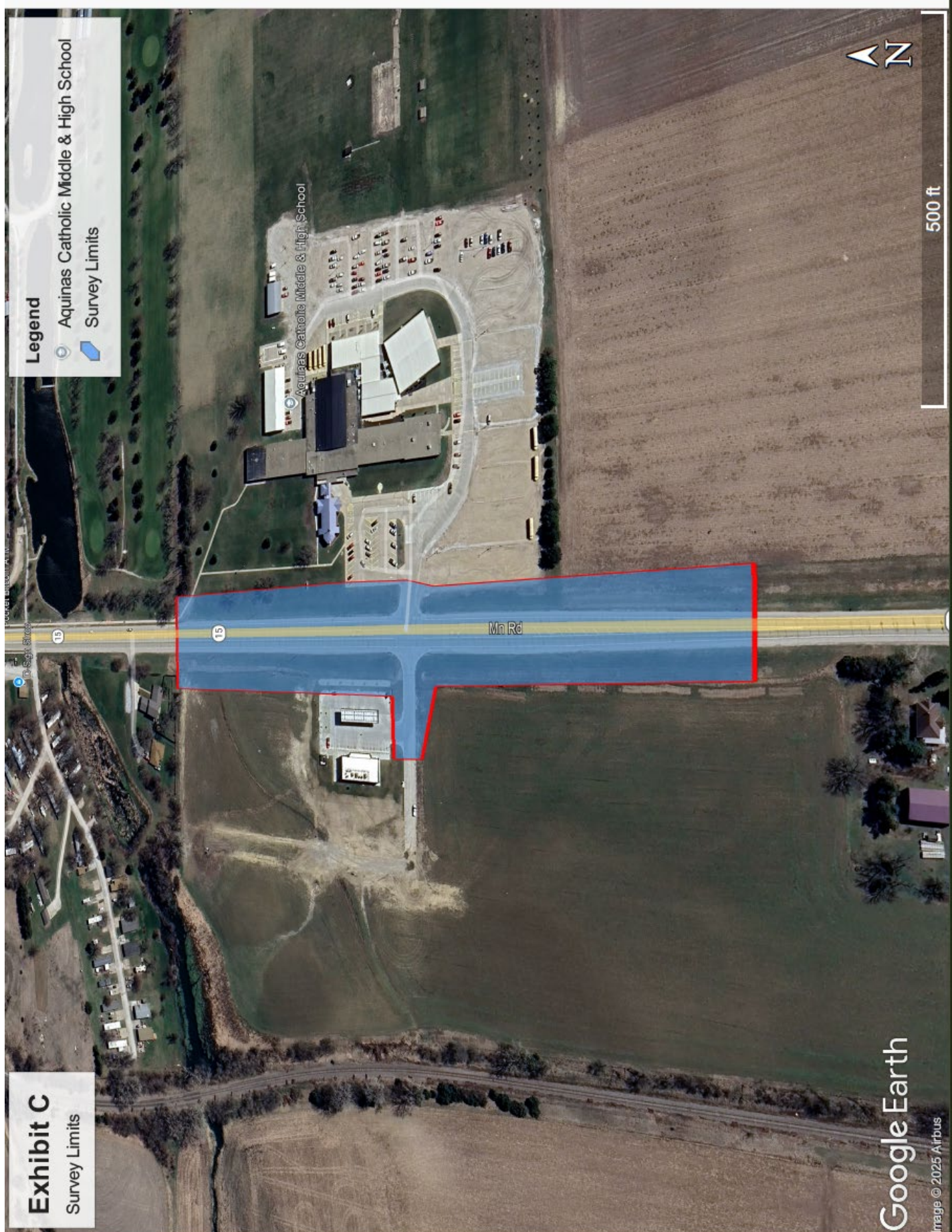
**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

**19. WAIVER OF CONSEQUENTIAL DAMAGES:** Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

**20. DISPUTE RESOLUTION:** In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.





Council member Keith Marvin made a motion to approve applying for a Nebraska Department of Transportation Aeronautics grant to help with the runway rehab project. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

**From:** [Eric Johnson](#)  
**To:** [Tami Comte](#); [Cory Gaston](#)  
**Cc:** [City Administrator](#); [Alan Zavodny](#); [Chris Kriesing](#); [Alexa Hazleton](#)  
**Subject:** RE: State Aid Grant Program has been updated!  
**Date:** Monday, July 28, 2025 2:36:15 PM  
**Attachments:** [Image005.png](#)  
[Image006.png](#)  
[Image008.png](#)  
[Image009.png](#)  
[Image010.png](#)

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Hi Tami,

Recently, Cory and Alexa met with the NDOT aeronautics for a monthly meeting. They felt that putting in an application would score well with the current pavement rehab project. As you know funding for this project is coming from FAA 95% grant funds with a 5% local match. The State Grant Application would be to help cover the local match with 2% state funds. This would make the local match 3% of the total eligible costs.

We would prepare for the city. Would you be interested in this? Is this something needs to go in front of Council?

Thanks

**KIRKHAM MICHAEL**

**Eric Johnson**  
Vice President

402-858-8852 phone  
402-430-3102 cell  
402-477-4268 fax  
[ejohnson@kirkham.com](mailto:ejohnson@kirkham.com)

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Iowa • Kansas • Nebraska <http://www.kirkham.com>

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**From:** Tami Comte <[tcomte@davidcityne.gov](mailto:tcomte@davidcityne.gov)>  
**Sent:** Monday, June 30, 2025 7:49 AM  
**To:** Cory Gaston <[cgaston@kirkham.com](mailto:cgaston@kirkham.com)>; Eric Johnson <[ejohnson@kirkham.com](mailto:ejohnson@kirkham.com)>  
**Cc:** City Administrator <[cityadministrator@davidcityne.gov](mailto:cityadministrator@davidcityne.gov)>; Alan Zavodny <[azavodny@davidcityne.gov](mailto:azavodny@davidcityne.gov)>  
**Subject:** FW: State Aid Grant Program has been updated!

Is this something that you could help with?

*Tami Comte, MME*  
City Clerk-Treasurer  
490 E Street, P.O. Box 191  
David City, NE 68632  
402-367-3135







## IMPORTANT ANNOUNCEMENT: THE STATE AID GRANT PROGRAM HAS BEEN REVISED FOR FY2026!

Attention Airport Sponsors & Consultants:

This announcement is to inform you that the **State Aid Grant Program** has been revised for **FY2026**, with updates approved by the Nebraska Aeronautics Commission on May 16, 2025. We encourage you to review the revised Program carefully to understand the updated eligibility requirements, evaluation criteria, and application procedures.

The State Aid Grant Program offers two funding opportunities:

- Stand-Alone Grants for eligible airport projects.
- Federal Match Grants to supplement FAA-funded projects.

*Important note: Submission of an application does not guarantee an award.*

**How to Apply:**

1. **Review the Revised Program:** Please review the attached revised State Grant Program to ensure your project meets the updated program requirements.
2. **Complete the Application Form:** Fill out the attached Application Form with complete and accurate project information. Incomplete submissions may delay processing.
3. **Prepare Supporting Documents:** Include project plans, cost estimates, letters of support, and any other materials that demonstrate the feasibility and benefits of your project.
4. **Submit Your Application:** Email your completed application form and supporting documents to: [ndot.aeroengineering@nebraska.gov](mailto:ndot.aeroengineering@nebraska.gov). Include your project name in the subject line and label all attachments clearly.
5. **Deadline:** Applications must be submitted by **September 1, 2025**.

All State Aid Grant Program documents are available on the Aeronautics website: <https://dot.nebraska.gov/aeronautics/>

If you have any questions or need further assistance, please call us at 402-471-2371. We are here to help you through the application process.

Sincerely,

NDOT Division of Aeronautics

The program and application are attached. Let us know if you have any questions.



## FY2026 State Aid Matching Grants

Dear David City Municipal Airport,

We're reaching out to inform you that NDOT, Division of Aeronautics is now accepting applications for FY2026 State Aid Grant Program. Since your airport has submitted a federal project request for FY2026, you may be eligible to apply for matching grant funding through this program.

**State Aid Grant funding can cover 2% of eligible federal project costs, up to a maximum of \$100,000.**

NOTE: Submission of the grant application does not guarantee an award. There is no commitment of federal funds for 2026 project requests at this time, and no GO letters have been issued by the FAA.

How to Apply:

1. **Review the Program:** Please review the updated State Grant Program, which describes eligibility, evaluation criteria, and application procedures.
2. **Complete the Application Form:** Fill out the attached Application Form with accurate and comprehensive details about your project. Make sure to provide all required information to avoid delays in processing.
3. **Prepare Supporting Documents:** Include project plans, budgets, letters of support, and any other materials that demonstrate the feasibility and impact of your project.
4. **Submit Your Application:** Email your completed application form and supporting documents to: [ndot.aeroengineering@nebraska.gov](mailto:ndot.aeroengineering@nebraska.gov)  
Include your project name in the subject line and label all attachments clearly.
5. **Deadline:** Applications must be submitted by **September 1, 2025**.

The State Aid Grant Program documents are also located on the Aeronautics website (<https://dot.nebraska.gov/aeronautics/>) by clicking on the State Grant Program icon, then scroll down to State & Federal Funding Resources section. If you have any questions or need further assistance, please contact our office at 402-471-2371. We are here to help you through the application process.

Sincerely,  
NDOT Division of Aeronautics



**Tiffany Thompson**  
Airport Services Manager  
Nebraska Department of  
Transportation  
Division of Aeronautics  
Main: 402-471-2371  
Direct: 402-471-4411

Council member Keith Marvin made a motion to purchase the building at 569 E Street owned by Allen Covault and Anna Nolan for a Veterans' Memorial Museum and Office Space for \$10,000.00. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Mayor Jessica Miller opened the public hearing at 7:54 p.m. to receive comment on a Blight and Substandard Study for an area of the City with the description of a TRACT OF LAND COMPOSED OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 3 EAST OF THE 6TH P.M., BUTLER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE, NORTH, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, ON AN ASSUMED BEARING OF NORTH 01 DEGREES 27 MINUTES 36 SECONDS WEST, A DISTANCE OF 50.00 TO THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN INST. NO. 2023-01306, BUTLER COUNTY RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE, CONTINUING, NORTH 01 DEGREES 27 MINUTES 36 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 2,580.68 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 87 DEGREES 25 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2,385.13 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HIGHWAY 15; THENCE SOUTH 01 DEGREES 43 MINUTES 51 SECONDS EAST, A DISTANCE OF 1,589.54 FEET TO A POINT; THENCE SOUTH 01 DEGREES 23 MINUTES 36 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 645.01 FEET TO A POINT; THENCE SOUTH 04 DEGREES 21 MINUTES 41 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 354.32 FEET TO A POINT ON THE NORTH LINE OF A PARCEL OF LAND AS DESCRIBED IN SAID INST. NO 2023-01306; THENCE SOUTH 87 DEGREES 34 MINUTES 18 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2,355.84 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 6,167,710.59 SQUARE FEET OR 141.59 ACRES, MORE OR LESS. Mayor Jessica Miller closed the public hearing at 7:56 p.m.

Council member Kevin Woita made a motion to approve Resolution No. 16-2025 declaring Study Area #5 to be Blighted and Substandard. Council Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Abstain (With Conflict), Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 5, Nay: 0, Abstain (With Conflict): 1.

#### **RESOLUTION NO. 16-2025**

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, DESIGNATING AN AREA WITHIN THE CITY OF DAVID CITY, NEBRASKA, AS BLIGHTED, SUBSTANDARD AND IN NEED OF REDEVELOPMENT PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT LAW.

WHEREAS, it is desirable and in the public interest that the City of David City, Nebraska (the "City"), a municipal corporation, undertake and carry out urban redevelopment projects in areas that the City determines to be blighted, substandard and in need of redevelopment; and

WHEREAS, Chapter 18, Article 21, Nebraska Reissue Revised Statutes, as amended, known as the Community Development Law (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has duly prepared and approved a general plan for the development of the City known as its comprehensive plan, all as required by section 18-2110 of the Act; and



WHEREAS, the City previously designated a portion of the City referred to as the "Northwest Redevelopment Area" as blighted, substandard and in need of a redevelopment, all in compliance with the Act; and

WHEREAS, following the City's designation of Northwest Redevelopment Area, on December 14, 2022, the City adopted and approved that certain "Redevelopment Plan for the Northwest Industrial Area", as amended, setting forth a plan for redevelopment within the Northwest Redevelopment Area (hereinafter, the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan sets forth a public-private redevelopment project involving the City's construction of numerous public infrastructure extensions and improvements to support the private redevelopment under the Redevelopment Plan (collectively, the "Public Improvements"); and

WHEREAS, pursuant to the Redevelopment Plan, the City is relying upon the occurrence of ancillary projects and redevelopment within the area covered by the Redevelopment Plan to generate tax-increment financing ("TIF") revenues in an amount necessary to partially offset the City's costs to construct the Public Improvements; and

WHEREAS, to-date, such ancillary projects and redevelopment within the Redevelopment Plan area has not occurred to the extent contemplated and necessary under the Redevelopment Plan to support the City Improvements; and

WHEREAS, the Nebraska Supreme Court has held that land can be added to an existing community development area if the inclusion of such additional land is reasonably necessary to accomplish the implementation of an existing redevelopment plan; and

WHEREAS, there exists certain real estate located adjacent to the Northwest Redevelopment Area (referred to herein as the "Expansion Area"); and

WHEREAS, the City anticipates there will be considerable redevelopment on the Expansion Area which, if added to the existing Northwest Redevelopment Area and Redevelopment Plan area, would significantly offset the current shortfall of TIF revenues upon which the City is relying in relation to its financing of the Public Improvements under the Redevelopment Plan; and

WHEREAS, in accordance with the foregoing, expansion of the Northwest Redevelopment Area to include the Expansion Area is necessary for the successful implementation of the City Improvements under the existing Redevelopment Plan; and

WHEREAS, the City contracted with Marvin Planning Consultants to prepare a study of the conditions of the Expansion Area in relation to the proposed expansion of the blighted and substandard Northwest Redevelopment Area (the "Blight Expansion Study"); and

WHEREAS, a copy of the Blight Expansion Study is attached hereto as Exhibit 1 and incorporated herein; and

WHEREAS, the Blight Expansion Study analyzed the Expansion Area and concluded that the Northwest Redevelopment Area, as expanded by the Expansion Area, qualifies for designation by the City as a blighted and substandard area in need of redevelopment as defined in the Act, and further recommends such designation by the City; and

WHEREAS, the boundaries and description of the Expansion Area, as well as the Northwest Redevelopment Area, are more particularly described in the Blight Expansion Study, and such boundaries and description are incorporated herein; and

WHEREAS, the question of whether the existing blighted and substandard Northwest Redevelopment Area shall be expanded to include the Expansion Area was submitted to the Planning Commission of the City for its review and recommendation; and on August 9, 2025, the Planning Commission held a duly-noticed public hearing on the question and recommended to the Mayor and City Council that the Expansion Area be designated as blighted, substandard and in need of redevelopment via its inclusion within the Northwest Redevelopment Area, all in compliance with the Act; and

WHEREAS, on August 13, 2025, the Mayor and City Council of the City held a duly-noticed public hearing to determine whether the Expansion Area should be declared blighted, substandard and in need of redevelopment, via the expansion of, and the Expansion Area's inclusion within, the Northwest Redevelopment Area, all in compliance with the Act; and

WHEREAS, the Mayor and City Council conducted the public hearing pursuant to the Nebraska Open Meetings Act and afforded all interested parties a reasonable opportunity to express their views respecting the declaration of the Expansion Area as blighted, substandard and in need of redevelopment, and the Mayor and City Council reviewed and discussed the Blight Expansion Study.

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

Section 1. The above recitals are true and correct, and are hereby incorporated in their entirety as if set forth, in full, below.

Section 2. The Mayor and City Council finds, based on substantial evidence in the Blight Expansion Study, the record of this proceeding, and the August 13, 2025 public hearing, as well as its review of the existing Redevelopment Plan and precedent of the Nebraska Supreme Court set forth in the recitals hereto, that the existing blighted and substandard Northwest Redevelopment Area may be expanded to include the Expansion Area.

Section 3. Based upon the findings of the Blight Expansion Study, conditions now exist in the Northwest Redevelopment Area, as expanded by the Expansion Area, meeting the criteria in sections 18-2103(3) and 18-2103(31) of the Act.

Section 4. Based on the foregoing, the Mayor and City Council hereby declare the Expansion Area as blighted and substandard and in need of redevelopment pursuant to the Act, via its inclusion within the existing blighted and substandard Northwest Redevelopment Area.

Section 5. The blighted and substandard conditions existing in the Northwest Redevelopment Area, as expanded by the Expansion Area, are beyond remedy and control solely through the regulatory process and the exercise of police power, and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided by the Act; and the elimination of the blighted and substandard conditions by redevelopment under the authority of the Act is hereby found to be a public purpose and declared to be in the public interest.

Section 6. The Northwest Redevelopment Area, as expanded by the Expansion Area, is in need of redevelopment and shall be an eligible site for a redevelopment project under the provisions of the Act.

Section 7. This Resolution shall, in no way, act to repeal or revise any prior resolutions, findings, or other approvals or materials related to the original designation of the Northwest Redevelopment Area or adoption of the Redevelopment Plan; and all such resolutions, findings, approvals and materials shall remain in full force and effect.

Section 8. This Resolution shall be published and shall take effect as provided by law.

INTRODUCED BY \_\_\_\_\_

PASSED AND ADOPTED THIS 13<sup>TH</sup> DAY OF AUGUST, 2025.

\_\_\_\_\_  
MAYOR JESSICA MILLER

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK LORI MATCHETT

**EXHIBIT 1**  
**Blight Expansion Study**

**(See attached)**

**Attachment No. 1**

LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 3 EAST OF THE 6TH P.M., BUTLER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE, NORTH, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, ON AN ASSUMED BEARING OF NORTH 01 DEGREES 27 MINUTES 36 SECONDS WEST, A DISTANCE OF 50.00 TO THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN INST. NO. 2023-01306, BUTLER COUNTY RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE, CONTINUING, NORTH 01 DEGREES 27 MINUTES 36 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 2,580.68 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 87 DEGREES 25 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2,385.13 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HIGHWAY 15; THENCE SOUTH 01 DEGREES 43 MINUTES 51 SECONDS EAST, A DISTANCE OF 1,589.54 FEET TO A POINT; THENCE SOUTH 01 DEGREES 23 MINUTES 36 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 645.01 FEET TO A POINT; THENCE SOUTH 04 DEGREES 21 MINUTES 41 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 354.32 FEET TO A POINT ON THE NORTH LINE OF A PARCEL OF LAND AS DESCRIBED IN SAID INST. NO 2023-01306; THENCE SOUTH 87 DEGREES 34 MINUTES 18 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2,355.84 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 6,167,710.59 SQUARE FEET OR 141.59 ACRES, MORE OR LESS,

#### **PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY**

The purpose of completing this Blight and Substandard Study ("Study") is to expand the previously adopted Northwest Redevelopment Area adopted in 2021 and completed prior to the AGP development. This study examines existing conditions within the expanded area of the City of David City.

The City of David City, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

*"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with the sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under the Community Development Law, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements."*

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program; disaster assistance; effect. The statute reads,

*"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."*

*"Notwithstanding any other provisions of the Community Development Law, where the local governing body certifies that an area is in need of redevelopment or rehabilitation as a result of flood, fire, hurricane, earthquake, storm, or other catastrophe respecting which the Governor of the state has certified the need for disaster assistance under federal law, the local governing body may approve a redevelopment plan and a redevelopment project with respect to such area without regard to the provisions of the Community Development Law requiring a general plan for the municipality and notice and public hearing or findings other than herein set forth."*



Based on the Nebraska Revised Statutes § 18-2103 the following definitions shall apply:

**"Blighted area** means an area (a) which, by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section [18-2123.01](#) shall not count towards the percentage limitations contained in this subdivision;"

**"Extremely blighted area** means a substandard and blighted area in which: (a) The average rate of unemployment in the area during the period covered by the most recent federal decennial census is at least two hundred percent of the average rate of unemployment in the state during the same period; and (b) the average poverty rate in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area;"

**"Substandard area** means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare; and"

**"Workforce housing** means:

- (a) Housing that meets the needs of today's working [families](#);
- (b) Housing that is attractive to new residents considering relocation to a rural [community](#);
- (c) Owner-occupied housing units that cost not more than two hundred seventy-five thousand dollars to construct or rental housing units that cost not more than two hundred thousand dollars per unit to construct. For purposes of this subdivision (c), housing unit costs shall be updated annually by the Department of Economic Development based

*upon the most recent increase or decrease in the Producer Price Index for all commodities, published by the United States Department of Labor, Bureau of Labor Statistics;*

- (d) Owner-occupied and rental housing units for which the cost to substantially rehabilitate exceeds fifty percent of a unit's assessed value; and*
- (e) Upper-story housing."*

#### **SUMMARY**

This study applies only to a portion of the city limits of David City, which has not been previously designated. It aims to provide the David City Planning Commission and City Council with a basis for identifying and declaring Blighted and Substandard conditions within the city's jurisdiction, as permitted under Chapter 18, Section 2123.01. Through this process, the city and property owners will work together to address economic and/or social issues that negatively impact the community's overall well-being.

The Study Area is illustrated in Figure 1 of this report. A Redevelopment Plan to be submitted later will, according to law, include specific local objectives regarding suitable land uses, improved traffic, public transportation, public utilities, and other community improvements. It will also specify the proposed land uses and building requirements within the redevelopment area, and will encompass:

- The boundaries defining the blighted and substandard areas in question (including existing uses and conditions of the property within the area), and
- A list of conditions that qualify the area as blighted and substandard.

Besides the typical criteria for Substandard and Blighted Conditions, this study takes into consideration a Nebraska Supreme Court ruling which allows an area to be expanded provided the additional land is reasonably necessary to accomplish the implementation of an existing redevelopment plan. Therefore: the City Council finds the following:

- The success/implementation of the City improvements under the existing AGP plan relies upon a certain amount of redevelopment outside of the AGP Site.
- To date, not enough ancillary redevelopment has occurred to ensure adequate financial backing.
- As such, the addition of the new site/project is reasonably necessary to accomplish the same.

#### **BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY**

This study focuses on an area northwest of Cooperative Parkway and Nebraska Highway 15 intersection for assessment. The location is shown in Figure 1 of this report. The existing land uses within the area are agricultural/vacant and right-of-way.

The City of David City can steer future development and revitalization throughout the redevelopment process. The City's use of the Community Redevelopment Act aims to redevelop and enhance parts of the community, help eliminate adverse conditions, and carry out various programs and projects designated for the City.

The following describes the designated area within the City of David City.

A Tract described as follows:

The point of beginning (POB) is the intersection of Cooperative Parkway and Nebraska Highway 15; thence westerly along the centerline of Cooperative Parkway to the intersection of Cooperative Parkway and Road M; thence, northerly along the centerline of Road M until it meets the extended north property line of a tract referred to as 7 15 3 7 15 3 SW 1/4; thence easterly along said north property line to the intersection with the centerline of Nebraska Highway 15; thence, southerly to the POB.

Overall coverage is approximately **148.86 acres**

Based upon the existing corporate limits and the newly annexed area (study) and the calculation of area deemed to be substandard and blighted the new percentage of substandard and blighted will be 30.3%.

New corporate limits equal to 2367.5 acres and new substandard and blighted area is 717.9 acres.

### ***Study Area***



**Figure 1: Study Area Map**



Source: Google Earth, Marvin Planning Consultants 2025

### **EXISTING LAND USES**

"Land Use" refers to the designated uses within a building or on a specific parcel of land. The number and type of uses constantly change within a community and can have various impacts, either benefiting or detracting from the community. Because of this, the community's short- and long-term success and sustainability depend directly on how well available resources are used, considering the constraints the city faces during the planning period. Existing patterns of land use

are often fixed in older communities and neighborhoods, while development in newer areas usually reflects current development practices.

### **Existing Land Use Analysis within the Study Area**

As part of the planning process, a survey was conducted through on-site observations and online data collection using the Butler County Assessor's website. This survey recorded the use of each land parcel within the Study Area. Figure 2 shows the different land uses within the area's boundaries, which include Agriculture and right-of-way.

**Figure 2: Existing Land Use Map of Expansion Site**



Source: Sarpy County Assessor's Office, Marvin Planning Consultants 2025

## **FINDINGS OF THE BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY**

This study section examines the conditions found in the amended Study Area. The Findings Section will review the conditions based on the statutory definitions. The following is a summary of findings found on the site and a detailed analysis after the summary.

### **Blighting Summary**

#### **Criteria under Part A of the Blight Definition**

These conditions contribute to the Study Area's blighted conditions based upon subsection A of Nebraska Revised Statutes §18-2103.

- **Deterioration of the site or other improvements**
  - Trash and broken concrete within the study area's ditches.



### **Criteria under Part B of the Blight Definition**

These conditions contribute to the Study Area's blighted conditions based upon subsection B of Nebraska Revised Statutes §18-2103.

- **The area has a stable or decreasing population based on the last two decennial censuses.**
  - The population of this area has been at least zero people over the past two decennial censuses.

### **Other Contributing Factors**

The Northwest Redevelopment Area needs to be expanded for additional land to aid in accomplishing the implementation of the existing redevelopment plan. Therefore: the City Council finds the following:

- The success/implementation of the City improvements under the existing AGP plan relies upon a certain amount of redevelopment outside of the AGP Site.
- To date, not enough ancillary redevelopment has occurred to ensure adequate financial backing.
- As such, the addition of the new site/project is reasonably necessary to accomplish the same.

### **Substandard Summary**

Nebraska State Statute requires that "...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"

This Study Area meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

### **OVERALL SUMMARY OF FINDINGS FOR BLIGHT AND SUBSTANDARD STUDY AREA**

The Blight Study Area has several items contributing to Blight and Substandard Conditions. These conditions include:

#### **Blighted Conditions**

- Deterioration of the site or other improvements
- The area has a stable or decreasing population based on the last two decennial censuses.
- The success/implementation of the City improvements under the existing AGP plan relies upon a certain amount of redevelopment outside of the AGP Site.
- To date, not enough ancillary redevelopment has occurred to ensure adequate financial backing.
- As such, the addition of the new site/project is reasonably necessary to accomplish the same.

#### **Substandard Conditions**

- The existence of conditions which endanger life or property by fire and other causes, or any combination of such factors

**These other criteria for Blight were either not examined or not present in the area:**

- Factors Which Are Impairing And/or Arresting Sound Growth
- Faulty lot layout.
- Age of structures
- Diversity of ownership
- Improper subdivision or obsolete [platting](#).
- Tax or special assessment delinquency exceeding the fair value of the land.
- Defective or unusual condition of title.
- Unemployment in the designated area is at least 120% of the state or national average.
- The area's per capita income is lower than the average per capita income of the city or village in which the area is designated.

These issues were either absent or limited enough to have little impact on the overall condition of the study area.

**Detailed Analysis**

***Contributing Factors***

Several conditions were examined and evaluated in the field. These conditions will be reviewed in detail on the following pages: the deterioration of the site and other improvements, and the area's stable or decreasing population based on the last two decennial censuses.

When taken together, these meet the definitions of blight and substandard under Nebraska Revised Statutes §18-2103.

***Deterioration of Site and Other Improvements***

Figures 3 and 4 show examples of the site's deterioration. Portions of the study area have become dumping locations for trash, old, rusted culverts, and old concrete.





These factors would meet the definition of deteriorating or deteriorating, one of the criteria for blighted under the Nebraska Revised Statutes §18-2103 definition.

***The Area Has a Stable or Decreasing Population Based on the Last Two Decennial Censuses.***

Based upon first-hand knowledge and review of the US Census, this area has had a stable or decreasing population for the last two Decennial Censuses.

**Substandard Conditions**

***The existence of conditions which endanger life or property by fire and other causes, or any combination of such factors***

Figures 3 and 4 show examples of the site's deterioration. Portions of the study area have become dumping locations for trash and old concrete.

These factors would meet the definition of deteriorating or deteriorating, one of the criteria for blighted under the Nebraska Revised Statutes §18-2103 definition.

Due to these findings in our observations, the conditions are all contributing factors that meet the Nebraska Revised Statutes §18-2103 definition of blighted or substandard.



---

Park/Auditorium Supervisor Bill Buntgen received two quotes for the Athletic Field Resurfacing. Midwest Tennis & Track had done prior work in 2019.

|                                  |              |
|----------------------------------|--------------|
| Midwest Tennis & Track           | \$77,600.00  |
| Mid-American Sports Construction | \$129,206.00 |



Council member Kevin Woita made a motion to approve the quote from Midwest Tennis and Track in the amount of \$77,600 for the athletic track resurfacing. 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.

| David City Track Maintenance Coating   |  |
|--|--|
| <b>CONTRACTOR:</b><br>Midwest Tennis & Track Co.   | <b>DATE:</b><br>July 29, 2025  |
| <b>LOCATION:</b><br>22 S Main Street, PO Box 181<br>David City, IA 51542<br>(712) 203-3854   | <b>OWNER:</b><br>City of David City<br>490 E Street<br>David City, NE 68632<br>(402) 367-3135  |
| <b>COMPANY REPRESENTATIVES:</b><br>BRIAN LAUNDERVILLE<br>PRESIDENT<br><a href="mailto:brian@midwesttennisandtrack.com">brian@midwesttennisandtrack.com</a><br>MOBILE: (515) 220-3885<br><br>COREY CURNYAN<br>VP OF SALES & OPERATIONS<br><a href="mailto:corey@midwesttennisandtrack.com">corey@midwesttennisandtrack.com</a><br>MOBILE: (712) 289-5454<br><br>NICHOLE WINEY<br>OFFICE MANAGER<br><a href="mailto:nichole@midwesttennisandtrack.com">nichole@midwesttennisandtrack.com</a> | <br><b>PROJECT ID.:</b><br>David City 072925<br><br><b>PROJECT LOCATION:</b><br>David City Public Schools Track<br>Kansas Street & S 5 <sup>th</sup> Street<br>David City, NE 68632<br><br><b>CONTACT:</b><br>Bill Buntgen, Park Supervisor<br><a href="mailto:bbuntgen@davidcityne.gov">bbuntgen@davidcityne.gov</a><br>(402) 367-3914 - office |
|   |  |

## Revolution™ MC PROPOSAL

Revolution™ MC is a four-step polyurethane maintenance coating system available to prolong the life of your existing surface. This proprietary system was specifically formulated for use on our black polyurethane base mat installations.

Revolution™ MC is a lower cost system as compared to the traditional two-coat structural spray coating systems typically used for maintenance on base mat installations.

### SCOPE OF SERVICES

- Clean and prepare the track surface.
- Patch any loose and thin areas.
- Locate and repair any cracks.
- Spray-application of a primer coat.
- Hand-application of 0.5mm – 1.5mm rubber.
- Two (2) coat spray-application of a high performance aliphatic black structural spray top coating
- Layout and paint lane lines and event markings as per applicable NCAA/NFSH standards and current State rules. Shot put and discus pad line painting not included.

**COST: \$77,600**

ACCEPTED: ☐ YES ☐ NO

### INSTALLATION

- Proposal valid for 2026 installation

### UNIT PRICING

- Not applicable



**5,974 SY**

### AREAS INCLUDED

- ☒ Track oval 5 chute
- ☒ Long jump runway
- ☒ Triple jump runway
- ☒ Pole Vault
- ☒ High Jump
- ☐ D-zone



22 S Main Street, PO Box 161  
Denison, Iowa 51442  
Telephone: (712) 263-3554  
info@midwesttennisandtrack.com



#### NOTES & EXCLUSIONS

- Material pricing valid for 30 days from date of this proposal.
- Proposal does not include sales taxes. Owner shall provide Nebraska Form 13 and Form 17 upon signed acceptance of proposal.
- Owner must provide proper staging/access to construction area.
- The site shall be restricted from the public and athletes during construction. Only authorized personnel from MTT Co. and the Owner shall be allowed on site.
- MTT Co. is not responsible for damage to existing substandard or damaged surfaces at staging area. No surface restoration has been included.
- Performance bonding has not been included.

#### INCREASES IN MATERIAL PRICING

If notification of an impending price increase is received from the manufacturer prior to installation and placement of material order, MTT Co. will in turn provide prompt notification to the Owner. The Owner shall have the option to either incur the impending price increase through execution of a written change order, terminate signed proposal agreement, or provide written approval for MTT Co. to place an order and take early delivery of the materials at no additional cost to Owner.

#### EARLY DELIVERY OF MATERIALS

Upon written approval from Owner, MTT Co. shall place an order with the manufacturer and take early delivery of materials. Proof of insurance and off-site storage agreement for materials shall be provided to Owner upon request. Upon receipt of invoice for materials, Owner shall be responsible for payment in accordance with terms specified herein.

#### PAYMENT TERMS

Progress payments for materials and work completed; balance due 30 days upon completion of project.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**PROPOSAL PROVIDED BY: COREY CURNYN, VP OF SALES & OPERATIONS**

#### ACCEPTANCE

**AUTHORIZED SIGNATURE**

City of David City

**COMPANY NAME**

**PRINTED SIGNATURE**

**ACCEPTANCE DATE**



22 S Main Street, PO Box 161  
Danison, Iowa 51442  
Telephone: (712) 263-3554  
info@midwesttennisandtrack.com

A discussion was held on the playground equipment at the City Parks. Council members would like the Parks Department to assist in the installation and maintenance of the playground equipment that the Friends of David City purchased. Council members would like Bill Buntgen, John Smaus, Chris Kroesing, and City Administrators to develop a timeline for the completion of equipment installation.

Council Member Kevin Woita introduced Ordinance No. 1518, modifying the Electric Rate by amending the high-tension rate and energy shortfall. Mayor Jessica Miller read Ordinance No. 1518 by title.

Council member Keith Marvin made a motion to suspend the statutory rule requiring an Ordinance to be read on three separate days. Council Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council member Keith Marvin made a motion to pass and adopt Ordinance No. 1518, modifying the electric rate by amending the High Tension Rate and Energy Shortfall. 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.

### **ORDINANCE NO. 1518**

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

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

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

**A. Residential Service**

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

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

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

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

**Rate Effective October 19, 2019**

**Customer Service Charge - \$18.00 per month (or partial month)**

**Summer**

**Winter**

|                 |                 |                               |
|-----------------|-----------------|-------------------------------|
| <b>\$0.1125</b> | <b>\$0.1100</b> | <b>First 500 kWh, per kWh</b> |
| <b>\$0.1000</b> | <b>\$0.0900</b> | <b>Next 500 kWh, per kWh</b>  |
| <b>\$0.0950</b> | <b>\$0.0790</b> | <b>Excess, per kWh</b>        |

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

**B. Residential Summer Controls**

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

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

**Rate Effective October 19, 2019**

**Customer Service Charge - \$18.00 per month (or partial month)**

| <u>Summer</u>   | <u>Winter</u>   |                               |
|-----------------|-----------------|-------------------------------|
| <b>\$0.1125</b> | <b>\$0.1100</b> | <b>First 500 kWh, per kWh</b> |
| <b>\$0.0925</b> | <b>\$0.0900</b> | <b>Next 500 kWh, per kWh</b>  |
| <b>\$0.0875</b> | <b>\$0.0790</b> | <b>Excess, per kWh</b>        |

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

**C. Street Light / Alley Light Rentals**

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

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

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

**Rate Effective October 19, 2019**

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

**Some customers will share the cost of one fixture.**

**D. Commercial Service**

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

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

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

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

**Single Phase Rate Effective October 19, 2019**

**Customer Service Charge - \$28.00 per month (or partial month)**

| <u>Summer</u> | <u>Winter</u> |                          |
|---------------|---------------|--------------------------|
| \$0.1200      | \$0.1175      | First 1,000 kWh, per kWh |
| \$0.0950      | \$0.0925      | Next 1,000 kWh, per kWh  |
| \$0.0925      | \$0.0800      | Excess, per kWh          |

**Three Phase Rate Effective October 19, 2019**

**Customer Service Charge - \$37.00 per month (or partial month)**

| <u>Summer</u> | <u>Winter</u> |                          |
|---------------|---------------|--------------------------|
| \$0.1200      | \$0.1175      | First 1,000 kWh, per kWh |
| \$0.0950      | \$0.0925      | Next 1,000 kWh, per kWh  |
| \$0.0925      | \$0.0800      | Excess, per kWh          |

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

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

**E. Industrial Service**

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

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

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

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

**Rate Effective October 19, 2019**

**Customer Service Charge - \$75.00 per month (or partial month)**

**Demand Charge**

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

**Energy Charge**

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

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

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

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

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

**F. Off-Peak Industrial Service**

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

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

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

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

**Rate Effective October 19, 2019**

**Customer Service Charge - \$75.00 per month (or partial month)**

**Demand Charge**

|               |   |
|---------------|---|
| <b>Summer</b> | <b>\$23.00 per kW of maximum billing demand</b> |
| <b>Winter</b> | <b>\$13.00 per kW of maximum billing demand</b> |

**Energy Charge**

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

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

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



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

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

G. **Irrigation Service**

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

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

Rate.

**Rate Effective October 19, 2019: On-Peak Irrigation (Firm)**

**\$58.00 per HP connected per year. Energy consumed shall be billed at the rate of \$0.0800 per kWh per month, payable as used.**

**Rate Effective October 19, 2019: Off-Peak Irrigation (Non-Firm)**

**\$25.00 per HP connected per year. Energy consumed shall be billed at the rate of \$0.0600 per kWh per month, payable as used.**

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

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

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

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

Power Factor Adjustment. The rates set forth in this schedule are based on the maintenance by the customer of a power factor of not less than 90% whether leading or lagging at all times. Power factor adjustments will be made in the horsepower billing, when the power factor, as

determined by test, at the time of the maximum use is less than 90%. The measured maximum horsepower will be multiplied by 90% and divided by the customer's power factor expressed in percent.

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

#### H. **High Tension Rate**

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

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

##### Rate Effective February 1, 2023

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

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

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

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

Facilities Charge:  
As set forth in contract for service.

Minimum Bill:  
As set forth in contract for service.

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

(2) Actual NPPD energy charges (including fuel and production cost adjustments) incurred by the City to serve customer, without markup, based on General Firm Power Service rate. City will provide a copy of NPPD invoice or other documentation evidencing NPPD energy charges passed through to customer for verification purposes.

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

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

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

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

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

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

PASSED AND ADOPTED this 13<sup>TH</sup> day of August, 2025.

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Mayor Jessica Miller

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Deputy City Clerk Lori Matchett

Courtney Dentlinger and Chad Podolak from Nebraska Public Power District came to speak with the City Council about the Wholesale Contract with Nebraska Public Power District. Mayor Jessica Miller, Council members, and City Administrator Alan Zavodny had several questions regarding the contract's scope and extent. Mayor Jessica Miller and City Administrator Alan Zavodny will meet with Chad Podolak and Courtney Dentlinger, along with other representatives from Nebraska Public Power District, at a later date before the next council meeting to go over additional questions that were brought up.

Council Member Kevin Woita made a motion to table the Wholesale contract with Nebraska Public Power District to August 27, 2025, City Council Meeting. Council Member Bruce Meysenburg seconded the motion. The action was tabled. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council Member Kevin Woita made a motion to recess the City Council meeting at 9:06 p.m. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council Member Keith Marvin made a motion to reconvene the City Council meeting at 9:20 p.m. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea, Yea: 6, Nay: 0.

Council member Keith Marvin made a motion to approve purchasing CloudPermit for one year. 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.



## Order Form

### Cloudpermit

11911 Freedom Drive, Ste. 720  
Reston, Virginia 20190  
United States

Order #: Q-03886-3  
Customer #: CUST-0035371  
Date: 7/31/2025  
Sales Person: John Lees  
Sales Person Email: john.lees@cloudpermit.com  
Delivery Method: E-Mail

### Ship To

Tami Comte  
David City  
557 North 4th Street  
David City, Nebraska 68632  
United States  
402-367-3135  
tcomte@davidcityne.com

### Bill To

David City  
557 North 4th Street  
David City, Nebraska 68632  
United States

### Subscription

| Product                    |              | Year 1    |
|----------------------------|--------------|-----------|
| Building                   | Annual Total | USD 3,500 |
| Mobile App for Inspections | Annual Total | USD 500   |
| Subscription Total:        |              | USD 4,000 |

Subscription start date will be the contract signature date unless otherwise stated in the Terms & Condition section.

### Professional Services

| Description                                     | Annual Total |
|---|--------------|
| Implementation Fee - Building Software Solution | USD 3,000    |
| Implementation Fee - Mobile App for Inspections | USD 500      |
| Professional Services Total:                    | USD 3,500    |

Customer Total First Year: USD 7,500



## Terms and Conditions

Term: 1 Year, billable annually

Invoicing: Subscription invoice to be sent after contract is signed and then annually.  
Implementation invoice to be sent after contract is signed.

Payment Term: Net 30 days from Invoice Date

Subscription Start Date: Date of contract signature

All stated prices are exclusive of any taxes.

Customer Name: City of David City

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

Printed Name of Person Signing: Jessica J. Miller

Title: Mayor

Date: 8-13-2025

Accounts Payable Email: deputyclerk@davidcityne.gov

By signing here, the Customer agrees to this Order Form, the Software Service Agreement and any other appendices and documentation expressly referenced in this Order Form, the Software Service Agreement and/or any amendments (together the "Agreement").

The individual signing this Agreement represents and warrants that he or she has the right and authority to bind the Customer.

### Cloudpermit

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

Printed Name of Person Signing: Jeffrey Oathout

Title: Chief Sales Officer

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

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## Cloudpermit Software Service Agreement

THIS AGREEMENT is made by and between the "**Customer**" as identified in the Order Form and Cloudpermit, Inc. a Delaware corporation with its office at 11911 Freedom Drive, Suite 720, Reston, VA, 20190, USA ("**Cloudpermit**").

### **1. DEFINITIONS**

- 1.1 Unless the context otherwise requires, the following words and expressions have the following meanings:

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. Such control, for purposes of this definition, means direct or indirect ownership or control by agreement or otherwise of more than 50% of the voting interests of the subject entity.

"**Agreement**" means the Order Form, this Software Service Agreement and all appendices and other documents expressly referenced in the Order Form, this Software Service Agreement and/or any amendments.

"**Business Day**" means any day other than a Saturday, Sunday or federal holiday in the USA.

"**Cloudpermit Software**" means the Cloudpermit platform, software applications and any third-party software applications that Cloudpermit will provide access to for the Customer and End Users.

"**Confidential Information**" means any information made available by one Party to the other, in any form or medium, that is proprietary or confidential to a Party or its affiliates, or their respective customers, suppliers, or other business partners, including, without limitation, all documentation, products, tools, materials, inventions, discoveries, works of authorship, programs, derivative works, information, designs, know-how, trade secrets, configurations, technical information, data, ideas, methods, processes, schematics and business plans, whether or not specifically identified as confidential.

"**Customer Data**" means information, data and other content that is provided by the Customer to Cloudpermit, but does not include any content that is publicly available, currently or in the future.

"**Customer Systems**" means the Customer's information technology infrastructure including computers, software, databases, database management systems, other electronic systems and networks, whether operated directly by the Customer or through the use of third-party services that enable the Customer and/or End Users to access the Cloudpermit Software.

"**End User**" means any individual that Customer has designated or authorized to use the Cloudpermit Software. End Users may include, for example, residents, employees,

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consultants, contractors of Customer, and representatives of any other third parties with which Customer transacts business.

**"End User Data"** means the information, data and other content that is provided by an End User to Cloudpermit but does not include any content that is publicly available, currently or in the future.

**"Fees"** means the annual subscription fees, implementation fees and any other fees stated in the Order Form, any Appendix or otherwise agreed to in writing by the Parties.

**"Force Majeure Event"** means any event or occurrence which is outside the reasonable control of a Party and which is not attributable to any act or failure to take commercially reasonable preventative action by that Party, including war, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, strikes, lockouts, pandemics, interruption or failure of electricity, and Acts of God (including fire, flood, earthquake, hurricane, or other natural disaster), but not including insolvency or lack of funds.

**"General Communications Network"** means communication networks owned, and/or leased, and operated by internet service providers which allow individuals to access the internet and access the Cloudpermit Software via the internet.

**"Identifier"** means a user name and password that associates an End User with the End User's account or user ID in the Cloudpermit Software.

**"Implementation"** means the initial configuration and implementation of the Cloudpermit Software for the Customer.

**"Party"** and **"Parties"** mean Cloudpermit and its affiliates and/or the Customer.

## **2. CLOUDPERMIT'S RESPONSIBILITIES**

- 2.1 Cloudpermit will make the Cloudpermit Software available to the Customer pursuant to this Agreement and the additional terms and conditions for use of the Cloudpermit Software by End Users available at [www.cloudpermit.com](http://www.cloudpermit.com) as may be amended from time to time.
- 2.2 Cloudpermit will use all commercially reasonable efforts to keep the Cloudpermit Software available for use except for downtime or degradation for maintenance, installation, change, data security risk, requirements of law, regulation by government authorities, a Force Majeure Event, or any other circumstances beyond Cloudpermit's reasonable control.

## **3. CUSTOMER'S RESPONSIBILITIES**

- 3.1 The Customer and each End User is required to maintain an internet connection at its own cost to access the Cloudpermit Software.
- 3.2 The Cloudpermit Software may be used by the Customer and End Users only in accordance with this Agreement and the additional terms and conditions for use by End Users available at [www.cloudpermit.com](http://www.cloudpermit.com) as may be amended from time to time.



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- 3.3 The Customer will at all times maintain and operate in good repair the Customer Systems and take all actions necessary to secure Customer Data, End User Data and access credentials, including Identifiers. Cloudpermit is not liable or responsible for any delay or performance failure caused by the Customer or Customer Systems.
- 3.4 If the Customer becomes aware of any actual or threatened harmful activity with respect to Customer Data, End User Data, Identifiers, unauthorized access to the Cloudpermit Software, unauthorized access to or acquisition of Customer Data or End User Data, or any other breach related to the Cloudpermit Software in any way, the Customer will immediately notify Cloudpermit and the Parties will each mitigate any negative effects of such harmful activity or breach.
- 3.5 The Customer will promptly, upon request by Cloudpermit, provide all necessary information and guidelines to Cloudpermit for providing the Cloudpermit Software to the Customer and its End Users. The Customer ensures that the information and guidelines it provides are correct.
- 3.6 The Customer shall not, and shall not authorize any other person to, access or use the Cloudpermit Software except as expressly permitted by this Agreement and the Customer shall not: (a) copy, modify or create derivative works or improvements to the Cloudpermit Software; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Cloudpermit Software to any person, including on or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Cloudpermit Software; (d) access or use the Cloudpermit Software other than by an authorized End User through the use of his or her own then-valid access credentials; (e) input, upload, transmit or otherwise provide to or through the Cloudpermit Software any content, information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code or content; or (f) access or use the Cloudpermit Software for purposes of competitive analysis of the Cloudpermit Software, or for the development, provision or use of a competing software service or product.

#### **4. SERVICE FEES AND PAYMENT TERMS**

- 4.1 In consideration of Cloudpermit's performance of its obligations under this Agreement, the Customer will pay all Fees in the manner provided for in the Order Form.
- 4.2 All Fees and other amounts payable by Customer stated in the Order Form and in this Agreement are exclusive of applicable taxes.
- 4.3 All amounts payable to Cloudpermit will be paid by the Customer in full without any set-off, recoupment, counterclaim, deduction, debit or withholding for any reason.
- 4.4 Any sum not paid by the Customer when due will bear interest from the due date until paid at a rate of 1.5% per month, compounded monthly, or the maximum rate permitted by law.
- 4.5 Invoices will be sent to the Customer as provided in the Order Form.

## **5. CHANGES**

- 5.1 Cloudpermit reserves the right to make any changes to the Cloudpermit Software that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of the Cloudpermit Software to its customers, the competitive strength of or market for the Cloudpermit Software, or the cost efficiency or performance of the Cloudpermit Software; or (b) to comply with applicable law.
- 5.2 Cloudpermit will make reasonable efforts to notify the Customer of any changes in advance. If such advance notice is not reasonably possible, then Cloudpermit will notify Customer after the change without delay.

## **6. DATA, PRIVACY AND PROTECTION**

- 6.1 The Parties will each comply with all applicable privacy and data protection laws in force during this Agreement.
- 6.2 Cloudpermit warrants that it will employ security measures in accordance with Cloudpermit's privacy policy available at [www.cloudpermit.com](http://www.cloudpermit.com) as may be amended from time to time. Neither Party is responsible for the data security of the General Communications Network or any disturbance in the General Communications Network.
- 6.3 Customer has and will retain sole responsibility for: (a) all Customer Data and End User Data, including its content and use; (b) all information, instruction and materials provided by or on behalf of the Customer or any End User in connection with the Cloudpermit Software; (c) the Customer Systems; (d) the security and use of Customer's and End Users' access credentials, including Identifiers; and (e) all access to and use of the Cloudpermit Software directly or indirectly by or through the Customer Systems or any End Users' systems.
- 6.4 Customer will employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of Identifiers or other credentials to access the Cloudpermit Software; and (b) control the content and use of Customer Data and End User Data, including uploading or other use or processing of Customer Data and End User Data, whether or not related to the Cloudpermit Software.
- 6.5 Cloudpermit warrants that it will not cause or permit any Customer Data to be collected, reproduced, stored or otherwise processed in any manner or for any purpose other than performance of Cloudpermit's obligations stated in this Agreement.
- 6.6 As between Customer and Cloudpermit, Customer is and shall remain the sole and exclusive owner of all right, title, and interest in and to Customer Data. Customer hereby grants to Cloudpermit a license to use and process Customer Data as necessary for performance of the Cloudpermit's obligations stated in this Agreement and the Customer's and End User's use of the Cloudpermit Software.
- 6.7 The Cloudpermit Software may provide external links to other sites on the internet, as a convenience for the Customer and End Users. Cloudpermit is not responsible for such linked destinations and such links do not imply Cloudpermit's association, affiliation, sponsorship or endorsement of the content, operation or security of any such linked destination.



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- 6.8 Cloudpermit will provide a mechanism for the Customer to download and export Customer Data and End User Data during the Term of the Agreement to the fullest extent commercially reasonable in light of the circumstances that required such data recovery and restoration.
- 6.9 Upon termination of the Order Form for any reason, whether or not Customer has retrieved Customer Data, Cloudpermit reserves the right to permanently and definitively delete the Customer Data held in the Services thirty (30) days following termination of the Order Form.

## **7. IDENTIFIERS AND THEIR USE**

- 7.1 Cloudpermit will deliver to the Customer identifiers necessary for access to and use of the Cloudpermit Software in accordance with this Agreement and any additional terms and conditions for use by End Users.
- 7.2 The Customer will be responsible for the use of the Cloudpermit Software by its employees, agents and End Users, including use of Identifiers. The Customer will notify Cloudpermit without delay if an Identifier has been disclosed to a third party or if the Customer suspects that an Identifier has been disclosed or otherwise misused.
- 7.3 Upon request by Cloudpermit, the Customer will change any Identifier for access to the Cloudpermit Software.
- 7.4 Cloudpermit may change any Customer Identifier and will provide prompt notice to Customer of such change.

## **8. DATA LOCATION**

- 8.1 The servers used by Cloudpermit to provide the Cloudpermit Software and all data regarding the Cloudpermit Software will be hosted in the USA.

## **9. WARRANTIES**

- 9.1 Each Party represents and warrants to the other Party that it has all required powers and capacity to enter into this Agreement, to grant the rights and license granted under this Agreement, and to perform its obligations under this Agreement.
- 9.2 The Customer represents, warrants and covenants to Cloudpermit that the Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data and End User Data so that, as received by Cloudpermit and processed in accordance with this Agreement, neither Party and will infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.
- 9.3 EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, ALL SOFTWARE, SERVICES AND MATERIALS PROVIDED BY ONE PARTY TO THE OTHER HEREUNDER ARE PROVIDED "AS IS". CLOUDPERMIT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND CLOUDPERMIT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

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## **10. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

- 10.1 The Customer acknowledges that, as between the Customer and Cloudpermit, Cloudpermit owns all right, title, and interest, including all intellectual property rights, in and to the Cloudpermit Software. The Customer and End Users are granted only a limited right to use the Cloudpermit Software during the term of this Agreement in accordance with this Agreement and the additional terms and conditions for use by End Users.
- 10.2 If the Customer or any of its employees or contractors sends or transmits any communications or materials to Cloudpermit by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloudpermit Software, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, Cloudpermit is free to use and incorporate such feedback irrespective of any other obligation or limitation between the Parties governing such feedback for any purpose whatsoever and without any requirement to pay any compensation to the Customer or to any other person or entity.
- 10.3 If any part of the Cloudpermit Software is, or in Cloudpermit's reasonable opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third party intellectual property right, or if the Customer's or any End User's use of the Services is enjoined or threatened to be enjoined, Cloudpermit may, at its option and sole cost and expense: (a) obtain the right for the Customer to continue to use the Cloudpermit Software materially as contemplated by this Agreement; (b) modify or replace the Cloudpermit Software, in whole or in part, to seek to make the Cloudpermit Software (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute the Cloudpermit Software as provided under this Agreement; or (c) by written notice provided sixty (60) calendar days in advance to the Customer to terminate this Agreement with respect to all or part of the Cloudpermit Software (providing a pro-rated refund for any prepaid access to the Cloudpermit Software) and require the Customer to immediately cease any use of the Cloudpermit Software or any specified part or feature thereof.

## **11. INDEMNITY**

- 11.1 Each party will indemnify, defend and hold harmless the other Party and its officers, directors, employees, agents, successors, subcontractors, attorneys, affiliates and assigns from and against any and all losses, damages, liabilities, claims, penalties, fines, costs or expenses of whatever kind, including legal fees, disbursements and charges, and the cost of enforcing any right to indemnification and the cost of pursuing any insurance providers incurred by a Party to the extent arising out of or relating to: (a) any claim by a third party that a Party's acts or omissions with respect to the Cloudpermit Software infringes a third party's intellectual property right, provided that the foregoing obligation does not apply to any claim arising out of or relating to any access to or use of the Cloudpermit Software in a manner contrary to this Agreement or the additional terms and conditions for use by End Users available at [www.cloudpermit.com](http://www.cloudpermit.com) as may be amended from time to time, or contrary to any instructions provided by Cloudpermit regarding use of the Cloudpermit Software or use of the Cloudpermit Software in combination with any hardware, system, software, network or other materials or service not provided or authorized by Cloudpermit; (b) the indemnifying Party's breach of this Agreement; or (c) the indemnifying Party's negligence or willful misconduct in connection with this Agreement.



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## **12. LIMITATION OF LIABILITY**

- 12.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONTRACT, TORT OR OTHERWISE, WHATEVER THE CAUSE THEREOF, FOR ANY LOSS OF PROFIT, BUSINESS, REVENUE OR GOODWILL, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, AGGRAVATED OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE CLOUDPERMIT SOFTWARE, WHETHER OR NOT SUCH DAMAGES, COSTS, LOSSES OR EXPENSES COULD REASONABLY BE FORESEEN OR WHETHER OR NOT THEIR LIKELIHOOD HAS BEEN DISCLOSED.
- 12.2 NEITHER PARTY SHALL BE LIABLE FOR THE DESTRUCTION, LOSS OR ALTERATION OF THE OTHER PARTY'S DATA OR DATA FILES, NOR FOR ANY DAMAGES AND EXPENSES INCURRED AS A RESULT, INCLUDING EXPENSES INVOLVED IN THE RECONSTRUCTION OF DATA FILES.
- 12.3 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO CLOUDPERMIT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. MAXIMUM LIABILITY SHALL BE SIX (6) MONTHS OF THE ANNUAL SUBSCRIPTION FEE.
- 12.4 NOTWITHSTANDING THIS SECTION 12, NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR DELIBERATE BREACH, DELIBERATE DEFAULT, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

## **13. CONFIDENTIALITY**

- 13.1 In connection with this Agreement each Party (as the "Disclosing Party") may disclose or make available Confidential Information to the other Party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including, information consisting of, or relating to, the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential".
- 13.2 Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the Receiving Party; (ii) that, prior to disclosure by the Disclosing Party, was already in the possession of the Receiving Party, as evidenced by written records kept by the Receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the Receiving Party; (iii) that was independently developed by the Receiving Party, by persons having no direct or indirect access to the Disclosing Party's Confidential Information provided that the Receiving Party provides clear and convincing evidence of such independent development; or (iv) which, subsequent to disclosure, is obtained from a third person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect

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to such information; and (C) who does not prohibit either Party from disclosing such information to others; (v) is further disclosed with the prior written consent of the Disclosing Party, but only to the extent of such consent; or (vi) is a disclosure required by state or federal open records laws or a disclosure ordered by a court or similar adjudicator or authority.

- 13.3 Each Party will, and will cause its employees, agents and contractors to hold Confidential Information of the other Party in confidence, and will use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the other Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, and with at least a reasonable degree of care commensurate with the nature and importance of such Confidential Information. Each Party agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under this Agreement, and not to release, disclose, communicate or make it available to any third person other than employees, agents and contractors of any Party or third party who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement.
- 13.4 In the event that a Party receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental authority, such Party will: (i) immediately notify the other Party of the existence, terms and circumstances surrounding such a request; (ii) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Confidential Information is required, exercise reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed Confidential Information which the other Party so designates.
- 13.5 Each Party acknowledges and agrees that any unauthorized use or disclosure by it of any of the other Party's Confidential Information, in whole or part, will cause irreparable damage to the Disclosing Party, that monetary damages would be an inadequate remedy and that the amount of such damages would be extremely difficult to measure. The Receiving Party agrees that the Disclosing Party shall be entitled to seek temporary and permanent injunctive relief to restrain the Receiving Party from any unauthorized disclosure or use. Nothing in this Agreement shall be construed as preventing the Disclosing Party from pursuing any and all remedies available to it for a breach or threatened breach of this Agreement, including the recovery of monetary damages from the Receiving Party.
- 13.6 Cloudpermit is entitled to identify the Customer as a user or former user of the Cloudpermit Software without violating any confidentiality obligation.

#### **14. TERM AND TERMINATION**

- 14.1 This Agreement commences on the date of its execution by the Customer and will continue in effect for the term stated in the Order Form unless terminated earlier under any of this Agreement's express provisions.
- 14.2 Either Party may terminate this Agreement by giving written notice to the other Party upon the occurrence of any of the following: (a) the other Party defaults with respect to a material obligation under this Agreement and does not remedy that default within



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ten (10) Business Days after receiving written notice of the default; or (b) the other Party: (i) makes a general assignment for the benefit of its creditors; (ii) has issued against it a bankruptcy order or otherwise becomes subject to any involuntary proceeding under any domestic or foreign bankruptcy law; or (iii) commences or institutes any application, proceeding or other action under any law relating to bankruptcy, insolvency, winding-up, reorganization, administration, plan of arrangement, relief or protection of debtors, compromise of debts or similar laws. Termination related to such assignment or bankruptcy will not result in any penalties or liability to either Party.

14.3 Upon the expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: (a) all rights, grants of rights, licenses, consents and authorizations by either Party to the other will immediately terminate; (b) notwithstanding anything to the contrary in this Agreement, with respect to Confidential Information then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable law, (ii) Cloudpermit may retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course of its business, (iii) all information described in this Agreement will remain subject to all confidentiality, security and other applicable requirements of this Agreement; and (c) Cloudpermit may disable all Customer and End User access to the Cloudpermit Software.

14.4 Termination or expiration of this Agreement will be without prejudice to any rights, remedies or obligations of the Parties accrued under this Agreement prior to termination or expiration.

## **15. FORCE MAJEURE**

15.1 Neither Party will be liable for failure to fulfill, or for delay in fulfilling, its obligations required hereunder due to a Force Majeure Event.

15.2 The Party whose performance under this Agreement is prevented or delayed by a Force Majeure Event will advise the other Party by notice in writing of the occurrence of the Force Majeure Event as soon as possible and shall do all things reasonably possible to mitigate any loss being caused to the other Party by reason of the Force Majeure Event, and will notify the other Party of the termination of the Force Majeure Event.

## **16. NOTICES**

16.1 Every notice or other communication between the Parties will be deemed to have been given and made if in writing and if served by personal delivery upon the Party for whom it is intended, when sent by registered or certified mail, return receipt requested, or by a national courier service, or if sent by email (receipt of which is confirmed) to the Customer's and Cloudpermit's contact persons as stated in the Order form.

16.2 Any such notification will be deemed to have been delivered: (a) upon receipt, if delivered personally; (b) on the next Business Day, if sent by national courier service for next business day delivery or if sent by email and (c) in five Business Days if sent by mail when the actual time of receipt is not otherwise shown by the postal system. Any correctly addressed notice or last known address of the other Party that is reasonably relied upon that is refused, unclaimed, or undeliverable because of an act



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or omission of the Party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

**17. ASSIGNMENT**

- 17.1 Neither Party may assign or transfer this Agreement or any right under this Agreement without the prior written consent of the other Party, except to an Affiliate or successor in interest by merger, acquisition or reorganization.

**18. AMENDMENTS AND WAIVERS**

- 18.1 No amendment to this Agreement will be valid or binding unless it is made in writing and executed by all Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give any waiver and, unless otherwise provided, any waiver will be limited to the specific breach waived.

**19. SEVERABILITY**

- 19.1 If a provision of this Agreement is or becomes invalid, ineffective or unenforceable, the validity, effectiveness or enforceability of the remaining provisions will remain unaffected. The Parties will negotiate in good faith to replace the invalid, ineffective or unenforceable provision immediately with a valid, effective or enforceable provision which comes as close as possible to the spirit and purpose of the provision to be replaced.

**20. APPLICABLE LAW AND DISPUTES**

- 20.1 This Agreement is governed by the laws of the state in which the Customer is located excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction. Each Party submits to the jurisdiction of the applicable court(s) in such location with respect to any matter arising under this Agreement.

**21. CONTINUING TO PERFORM**

- 21.1 Except in the event of termination of this Agreement pursuant to its terms, during a dispute or notice or cure period, Cloudpermit will continue to fulfill all its obligations under this Agreement, and Customer will continue to make all payments required by the Agreement.

**22. ENTIRE AGREEMENT**

- 22.1 This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified in this Agreement including, without limitation, the Order Form. In the event and to the extent of an inconsistency or conflict between any of the terms of this Agreement, including its appendices, and any other documents incorporated herein by reference,

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the conflict or inconsistency shall be resolved by giving those provisions and documents the following order of descending precedence: (1) the Order Form; (2) this Software Service Agreement; (3) any Appendices; (4) any other document referenced by this Agreement or agreed to by the Parties, unless it expressly and specifically replaces or modifies any of the prior documents, in whole or in part.

## **23. RELATIONSHIP**

- 23.1 The Parties are independent contractors and no other relationship is intended. Nothing herein shall be deemed to constitute either Party as an agent, representative or employee of the other Party, or both Parties as joint venturers or partners for any purpose. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractor. Each Party shall act solely as an independent contractor and shall not be responsible for the acts or omissions of the other Party. Neither Party will have the authority or right to represent nor obligate the other Party in any way except as expressly authorized by this Agreement.

## **24. NO THIRD PARTY BENEFICIARIES**

- 24.1 This Agreement is for the sole benefit of the Parties and their successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy. End Users may benefit from their use of the Cloudpermit Software, but End Users' relationships to the Parties are not defined by this Agreement because they are defined solely: (a) to Cloudpermit by the terms and conditions for use by End Users available at [www.cloudpermit.com](http://www.cloudpermit.com) as may be amended from time to time; and (b) to the Customer by separate agreement(s), if any, between the Customer and End Users.

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## 25. EXECUTION

25.1 ***This Agreement must be executed simultaneously in two separate places:*** (1) on the Order Form; and (2) in the signature block below (both documents must be signed by the Customer before execution of this Agreement is complete). They may be executed in two or more identical counterparts, or by way of facsimile and electronic transmission without any further exchange of documents containing original signatures, each of which when executed by a Party will be deemed an original and such counterparts together will constitute one and the same Agreement.

**CUSTOMER NAME:** City of David City

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

**Printed Name of Person Signing:** Jessica J. Miller

**Title:** Mayor

**Date:** 8-13-2025

☐ I confirm that I have received and read all applicable product descriptions.

By signing here, the Customer agrees to the Order Form, this Software Service Agreement and any other appendices and documentation expressly referenced in the Order Form, this Software Service Agreement and/or any amendments (together the "**Agreement**").

The individual signing this Agreement represents and warrants that he or she has the right and authority to bind the Customer.

**Cloudpermit**

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

**Printed Name of Person Signing:** Jeffrey Oathout

**Title:** Chief Sales Officer

**Date:** \_\_\_\_\_



**CLOUDPERMIT  
IMPLEMENTATION MODEL**



|  |   |
|--|---|
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#### IMPLEMENTATION DESCRIPTION

The implementation model, described herein, details the proven methodology used to implement the various products offered by Cloudpermit for a new public-facing solution for the Customer.

This is accomplished through a five-stage implementation process:

- Stage 1 - Kickoff
- Stage 2 - Workshop
- Stage 3 - Configuration
- Stage 4 - Training & Testing
- Stage 5 - Go Live

This implementation process will be repeated in its entirety for the deployment of each product the Customer has purchased.

These stages are described in detail within the Implementation Methodology section of this document and require commitment from both the Customer and Cloudpermit to complete each stage before moving to the next stage. Acceptance of completion of each stage will be accomplished through milestones, which are described in the Milestone & Acceptance Criteria section of this document.

#### PRODUCT IMPLEMENTATION

The product(s) to be implemented is identified on the approved order form and is inclusive of the functionality that is identified in the product specific documentation.

Any services not listed on the Order Form are considered out of scope and can only be added through an agreed upon change order.

#### IMPLEMENTATION TIMELINE

The implementation schedule for Cloudpermit is mutually agreed upon prior to the Kickoff meeting and documented with a project plan. Any modifications or extensions to the project plan will be requested through the customer's authorized representative and evaluated by Cloudpermit Director of Professional Services for review and discussion. If this modification or extension is granted, Cloudpermit and the client will mutually agree in writing. Cloudpermit standard implementation timeline is detailed below.

| Cloudpermit Estimated Project Timeline | Week 1 | Week 2 | Week 3 | Week 4 | Week 5 | Week 6 | Week 7 | Week 8 | Week 9 | Week 10 | Week 11 | Week 12 | Week 13 | Week 14 | Week 15 | Week 16 | Week 17 | Week 18 | Week 19 | Week 20 | Week 21 | Week 22 | Week 23 | Week 24 | Week 25 | Week 26 | Week 27 | Week 28 | Week 29 |
|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Building                               |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
| Building with Contractor Registration  |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
| Public Works                           |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
| By-Law or Code Enforcement             |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
| Licensing                              |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
| Land Use                               |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
| Planning                               |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |



To manage this timeline, Cloudpermit Implementation Specialist will establish a weekly meeting checkpoint to ensure the implementation is on track and weekly action items are achieved.

#### **IMPLEMENTATION LOCATION**

Cloudpermit will perform most of the work at its own facility, however upon the Customers request, Cloudpermit's Professional Services team can meet at the Customer's location. For on-site meetings, travel and per diem expenses will be invoiced to the Customer in accordance with Cloudpermit Travel Policy which will include airfare, mileage, hotel accommodations and daily per diem. Customer will provide and arrange for meeting spaces within its facility for all required, in person meetings. For remote meetings, Cloudpermit will provide a recorded video conferencing via ZOOM or Microsoft Teams.

#### **IMPLEMENTATION METHODOLOGY**

As part of the Implementation Methodology, Cloudpermit and the Customer will be responsible for performing tasks throughout the various stages of the implementation process. The following is a description of tasks needed to successfully complete the implementation of the Cloudpermit Product:

##### *Kickoff*

Description: A meeting between Cloudpermit and the Customers staff and key stakeholders to provide an overview of the product, discuss the goals and objectives and the agreed upon project schedule to establish a plan for a successful implementation.

**NOTE:** The kickoff meeting will not be held until the project schedule has been agreed upon between the customer and Cloudpermit.

The Implementation Specialist will provide a 1-hour kickoff meeting to cover the following:

- 1) Review Approved Project Plan
- 2) Overview of the Cloudpermit Implementation Methodology
- 3) High Level Introduction of Cloudpermit
- 4) Introduction to the Cloudpermit Team, including the Implementation Specialist, Director of Professional Services, and the Sales Director (if available).
- 5) Review of any outstanding prerequisites
- 6) Question & Answer Session

##### Cloudpermit Responsibilities:

- Project Schedule draft delivered to the Customer for approval (prior to the kickoff meeting)
- Provide a full list of requirements to the Customer
- Prepare kickoff presentation

##### Customer Responsibilities:

- Provide a list of Departments contact information (Department Name, Address, Phone #, Email)
- Provide the GIS Rest End point or GIS Technician contact

# Cloudpermit

- Provide a List of permits, applications, and inspections
- Provide the Desired permit numbering format
- Provide an example Permit and/or Approval Letter
- Provide the Current fee schedule
- Back-office User list (Name, Role, Email Address, Contact Number)
- Provide any 3<sup>rd</sup> party integrations specifications and contact information (if applicable)
  - Payment Provider
  - Financial Software
  - Custom Integrations, if applicable
- Provide the Municipal logo
- Provide Acceptance of Milestone 1 (the Project Plan) per the Milestone & Acceptance Criteria established in this document

## *Workshop*

Description: Cloudpermit solution is built on standard, out of the box, functionality. The workshop will ensure that the Implementation Specialist has a full understanding of the business processes, the details the municipality needs to collect from the applicant, fee schedules and any templates which needs to be generated. Cloudpermit standard out of the box solution integrates with ESRI ArcGIS through a REST(API) to establish the property location and also integrates with certain Payment Providers to allow for online payments.

## Cloudpermit Responsibilities:

- Review all documentation provided by the Customer and discuss any questions at the workshop session
- Work with customer to get the required GIS Rest Endpoint
- If online payments are required by the customer, collect the 3<sup>rd</sup> party vendor information needed to setup the payment integration.  
NOTE: Cloudpermit encourages the use of 3<sup>rd</sup> party payment providers which are already integrated with Cloudpermit. The Implementation Specialist can provide a full list of the 3<sup>rd</sup> party payment providers, however if the municipality uses another 3<sup>rd</sup> party vendor, then a custom integration is needed and will likely impact the schedule. This should be identified as soon as possible to minimize the impact to the schedule.
- Discuss requirements for any other in-scope integrations and schedule additional workshop session (if necessary) to ensure all requirements are understood and/or provided

## Customer Responsibilities:

- Provide supporting documentation to the implementation specialist for any requirements
- Customer is responsible for providing all pre-requisite items to the Cloudpermit Implementation Specialist and ensuring the details are communicated
- Validate that all expectations have been discussed and understood by the Implementation Specialist

NOTE: Any Non-Standard Integrations are subject to additional Scope and costs.

# Cloudpermit

## *Configuration*

Description: Configuration of Cloudpermit with the features and functionalities needed to allow the customer the ability to process applications using the online Cloudpermit solution.

Cloudpermit Responsibilities: The configuration will include the following:

1. Setup of needed staff users in the training environment.
2. Training environment is setup to accommodate the understood Customer's requirements.
3. The Fee Schedule is configured to calculate the required fees.
4. Application forms are configured to collect the needed information and associated to the appropriate application categories
5. GIS Integration is functioning as required to pull in the property details from the source GIS
6. All other Integrations are functioning as described.
7. System testing to ensure product is configured successfully for customer training

## *Training & Testing*

Description: Cloudpermit Implementation Specialist will provide core product and administrative training to key users of the system to ensure the customer can successfully test the product and has a full understanding of how to use the Cloudpermit solution.

**Training 1:** The purpose the 1<sup>st</sup> training session is to teach the Customer the basics of Cloudpermit and how to manage their Cloudpermit application (including setting categories, work types, work targets, reviews, inspections, templates, fees, etc.). This also provides the tools/process on how to test their workspace.

**Training 2:** The purpose of this training session is to review any questions or issues resulting from testing and administrative features of Cloudpermit, such as User Management, Fee Maintenance, Reporting, etc.

Cloudpermit Responsibilities:

- Provide training sessions
- Record training session for client to refer to during their testing
- Ensure users are setup and can access the training environment
- Document and resolve any setup issues discovered during the training or testing

Customer Responsibilities:

- Ensure key staff are available and prepared for training
- Dedicate staff to perform end-to-end testing after the 1<sup>st</sup> training session is complete
- Complete the testing in the time frame agreed upon in the project plan



# Cloudpermit

**Additional Training:** Cloudpermit's training is built to ensure the customer is ready to utilize the software to its full extent. In some cases, additional training is necessary during implementation or Post Go Live. The customer can order additional training according to Cloudpermit's price list.

## *Go Live*

**Description:** Go Live includes a Go/No Go decision prior to a scheduled Go Live meeting where the training environment configuration will be promoted to the production. At the Go Live meeting the customer will submit their first Customer permit/application and/or create their first case in Cloudpermit to satisfy the Customers go live.

## Cloudpermit Responsibilities:

- Cloudpermit Implementation Specialist will transfer the configured training environment to the production environment.
- Cloudpermit will develop and follow a Go Live requirements checklist of all the requirements needed to successfully Go Live
- Cloudpermit Implementation Specialist will host a zoom meeting to walk the Customer through submitting their first application. After the first permit/application has been entered into Cloudpermit's Production Environment, the Implementation Specialist will, for the following (5) business days, monitor and support Customer's Key User. Customer will then be transferred to Cloudpermit's support. Cloudpermit's implementation specialist will provide necessary introductions to Support and Customer Success to ensure the client has the necessary contact for any follow up needs.

## Customer Responsibilities:

- Validate that proper testing has been satisfied and acknowledgement that the system meets the needs of the municipality
- Secure a real live application to enter into Cloudpermit during the Go Live meeting, including any required attachments which will need to be uploaded
- Provide the Implementation Specialist with the next permit/application number to be used on the new Cloudpermit application submitted during the go live meeting
- Provide Acceptance of Milestone 1 per the Milestone & Acceptance Criteria established in this document

## **MILESTONES & ACCEPTANCE CRITERIA**

### ***Milestones:***

Milestones are used for acceptance of various steps within the Implementation process. The milestone will be deemed complete, once the services have been delivered. It is agreed that the Customer will accept each Milestone, unless such Milestone contains a "go live blocker" defect and Customer so notifies Cloudpermit, in writing, within 5 business days of the Milestone Acceptance Request. Milestones that do not receive notification of non-acceptance within 5 business days will be deemed accepted.





Once Cloudpermit has provided corrections, Customer will have Seven (7) business days to verify that the corrections are sufficient and to provide written notice of any failure to correct a Go Live Blocker. If no written notification is provided, the corrections and the Milestone will be deemed accepted.

***Key Acceptance Definitions:***

- “Defect” means a documented and reproducible error that causes the Software to fail to operate in accordance with its specifications and consists of Go Live Blockers, Post Go Live Issues, and Feature Requests.
- “Go Live Blocker” means any Defect that identifies a significant gap from requirements making the use Cloudpermit as defined impossible to complete day-to-day tasks. Go Live Blockers cannot be circumvented or avoided on a temporary basis by the Customer (i.e., no workaround exists).

Cloudpermit will correct all Go Live Blockers as described above and handle Post Go Live issues within a reasonable Post Go Live window. All other Defects will be tracked for potential future releases. Notice of any Go Live Blocker defect must be provided to Cloudpermit in writing.

**CHANGE MANAGEMENT**

Cloudpermit Implementation Model provides a comprehensive, fully inclusive approach to implement the Cloudpermit solution. During the implementation process, additional needs may be identified for the Customer, that are outside of the project scope. These items once identified will be managed through a Change Request. The Change Order will identify the request, detail the requirements and justification and any scheduling or cost implications resulting from the change Request.



## PROJECT CHANGE REQUEST



|                        |  |                       |  |
|------------------------|--|-----------------------|--|
| <b>Project Name</b>    |  |                       |  |
| <b>Project Manager</b> |  | <b>Organization</b>   |  |
| <b>Requested by</b>    |  | <b>Organization</b>   |  |
| <b>Submitted by</b>    |  | <b>Date Requested</b> |  |

| Change Request Identification |  |
|-------------------------------|--|
| <b>Change Request #</b>       |  |
| <b>Change Title</b>           |  |

| Change Request Details |  |
|------------------------|--|
| <b>Description</b>     |  |
| <b>Justification</b>   |  |
| <b>Priority</b>        |  |

| Evaluation                 |  |
|----------------------------|--|
| <b>Schedule</b>            |  |
| <b>Cost</b>                |  |
| <b>Scope</b>               |  |
| <b>Risks/Opportunities</b> |  |
| <b>Project management</b>  |  |

| Implementation Options |
|------------------------|
|                        |

| Decision   |
|--|
| <input type="checkbox"/> Approved<br><input type="checkbox"/> Denied<br><input type="checkbox"/> Place on Hold |
| Rationale: (if denied or on hold)  |

### ADDITIONAL SERVICES COST

Additional Services are available from the Professional Services team that may not be included in the previously agreed upon scope. Cloudpermit can provide additional services as per the price list and through a change order

For on-site meetings, travel and per diem expenses will be invoiced to the Customer in accordance with Cloudpermit Travel Policy which will include airfare, mileage, hotel accommodations and daily per diem.



## Additional Services Price List

11911 Freedom Drive, Ste 720  
Reston, Virginia, 20190  
+1 (833) 253-7376

Prices in USD valid as of February 2025

| Category                      | Description of Services  | Rate                | Billable      |
|-------------------------------|--|---------------------|---------------|
| Professional Services         | Hourly Rate  | \$180               | Per Hour      |
| Additional Training (remote)  | 2 hours with recording   | \$1,500             | Per Session   |
| Additional Training (Onsite)  | First day of Onsite training (recording and travel is included)              | \$3,000             | Per Project   |
| Additional Training (Onsite)  | Second and Third day of Onsite training, up to 3 days max of Onsite training | \$1,000             | Per Day       |
| Data Import                   | Data import of 1 Product   | \$3,000             | Upon Delivery |
| Data Import                   | Data import of 2 Products  | \$5,000             | Upon Delivery |
| Data Import                   | Data import of 3 Products  | \$6,000             | Upon Delivery |
| Data Import                   | Data import of 4 or more Products  | \$7,000             | Upon Delivery |
| GIS Hosting                   | Integration ESRI - Implementation  | Based on Scope      | Upon Delivery |
|                               | Integration ESRI - Subscription  | Based on Scope      | Annually      |
| Integration - AD (Azure)      | AD (Azure) - Implementation  | \$700               | Upon Delivery |
|                               | AD (Azure) - Subscription  | \$500               | Annually      |
| Integration - DigEplan        | DigEplan - Implementation  | \$0                 | Upon Delivery |
|                               | DigEplan - Subscription  | \$1,000             | Annually      |
| Integration - Laserfiche      | Laserfiche - Implementation  | \$3,000             | Upon Delivery |
|                               | Laserfiche - Subscription  | \$2,500             | Annually      |
| Integration - Online Payments | Online Payments - Implementation   | Based on Complexity | Upon Delivery |
|                               | Online Payments - Subscription   | \$700               | Per Project   |

|                                   |                               |                |                      |
|-----------------------------------|-------------------------------|----------------|----------------------|
| <b>Integration - SSO</b>          | SSO Open ID - Implementation  | \$700          | <i>Upon Delivery</i> |
|                                   | SSO Open ID - Subscription    | \$700          | <i>Per Project</i>   |
| <b>Integration - Out of Scope</b> | Out of Scope - Implementation | Based on Scope | <i>Upon Delivery</i> |
|                                   | Out of Scope - Subscription   | \$500          | <i>Annually</i>      |

## Permitting

Software Description Guide 2024





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## The Cloudpermit Platform

The Cloudpermit platform offers a comprehensive suite of cloud-based products designed to optimize how local governments manage community development and regulatory compliance. Our platform encompasses various products, including Building, Enforcement, Licensing, Planning, Contractor Registration, and Land Use. These products, accessible 24/7 from any browser or operating system, facilitate more efficient and responsive municipal operations.

### Definitions:

- **Platform:** Cloudpermit's foundational infrastructure and services necessary for deploying and managing various products aimed at streamlining municipal operations. It ensures seamless integration, security, and scalability, supporting the diverse needs of local governments.
- **Product:** Our products are specialized applications within the Cloudpermit platform, including Building, Enforcement, Licensing, Planning, Contractor Registration, and Land Use. Each product is designed to address specific municipal functions, enabling efficient management of processes such as permitting, inspections, and compliance.
- **Solution:** Solutions refer to the combined offerings of our products and add-on features/functionalities, such as the Data Import tool and the Inspector App. These solutions enhance the functionality of the individual products, providing a comprehensive approach to managing municipal operations and regulatory compliance.

### Key Benefits:

- **Streamlined Processes:** Automate and standardize workflows to efficiently manage permits, applications, and enforcement cases, improving turnaround times and reducing manual effort.
- **Enhanced Accessibility:** Our cloud-based platform ensures that services are available around the clock, supporting remote and on-site work for greater operational flexibility.
- **Continuous Improvement:** Benefit from automatic updates with the latest features and enhancements, keeping your system current without manual installations.
- **Rapid Deployment:** Quick and easy setup with minimal impact on municipal resources.
- **Informed Decision Making:** Integration with Geographic Information Systems (GIS) providing up-to-date information for better planning and analysis.
- **Collaborative Environment:** Facilitate instant communication and collaboration within applications, enhancing efficiency and transparency for staff, citizens and/or contractors.
- **Effortless Updates & Comprehensive Features:** Updated automatically, Cloudpermit ensures the latest features and enhancements are seamlessly integrated without any need for manual downloads or installations by users.

Below highlights the functionalities across all Cloudpermit products, including Building Permits, Code Enforcement, Licensing, Planning, Contractor Registration, and Land Use. While this product description specifically focuses on the Building Permits product, it's important to note

the comprehensive capabilities of Cloudpermit's suite of products designed to meet a wide range of municipal and contractor needs.

| Features                                  | Building Permits                    | Enforcement                         | Licensing                           | Planning                            | Contractor Registration             | Land Use                            |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Application Submission                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Archive/Inactive View                     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Attachments                               | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Case/workspace package                    | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| Conditions and Comments                   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Configurable Application Numbering        | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Configurable Standard Phrases             | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Data Import                               | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Document/Templates                        | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Email Notifications                       | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Fees and Payments                         | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| GIS Integration                           | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Inspections                               | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Issuance                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Meeting Process (Committees and Councils) | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Messaging and Notifications               | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Multi-language support                    | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Pre-Con Meeting                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Processing times                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Project view                              | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Property View                             | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Public Notice                             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Renewal Process                           | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Report Management                         | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Review and Circulation                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Support Portal and Help Documentation     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| User Management                           | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Violations/Deficiencies                   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |

## Building Permits

Cloudpermit offers a transformative approach for building departments to manage and automate Permitting processes. Designed with flexibility and efficiency in mind, our software ensures a streamlined workflow from application to issuance and beyond.

Our Permitting product provides a one-stop solution for managing building permits, offering features like application and issuance processes, fee management, compliance monitoring, and reporting tools. These capabilities ensure building departments can deliver superior service while maintaining control and insight over building data.

### Key Features:

- **End-to-End Online Management:** Automate your entire permitting process, from initial application to compliance monitoring.
- **Centralized Permit Management:** Simplify the management of Building permits, reducing time and effort for both municipalities and applicants.
- **Automatic Updates:** Benefit from a system that's always current, with regular updates and enhancements delivered seamlessly.
- **Insightful Reporting:** Gain valuable insights into permitting data, making data analysis and forecasting more accessible and actionable.
- **Continuous Improvement and Support:** Demonstrating a commitment to continuous product enhancement, Cloudpermit actively incorporates industry standards and user feedback, ensuring the Permitting product stays technologically advanced with regular feature updates and improvements.

Designed with both flexibility and efficiency at its core, this product not only simplifies the workflow from application to issuance but also ensures a user-friendly experience for applicants and municipal administrators alike. Our aim is to eliminate the need for time-consuming manual processes and foster a more responsive municipal operation.

### Applying for a Permit

Cloudpermit's Application Wizard offers an intuitive and streamlined experience for permitting, ensuring that each step from initial application creation to final submission is clear and efficient.

#### Seamless Application Creation:

- **Intuitive User Interface:** From the dashboard, the wizard leads users through the entire process of creating and submitting permit applications, tailored to a variety of building needs.
- **State and Municipality Selection:** Applicants start by selecting the state and municipality for their application, which automatically tailors the application process to comply with local regulations and available application types.
- **Permit Category and Application Selection:** For Building, applicants specify their building category and application, allowing for a customized application process that meets the specific requirements and processes in Cloudpermit.

#### Collaborative and Flexible Drafting:

- **Draft Workspace:** A draft workspace with a "Required Tasks" progress bar visually guides applicants through the necessary steps to complete their application, related to the selected permit or registry category.
- **Adding Parties to Applications:** The wizard facilitates the addition of individuals and contractors as parties within the application workspace. Invitations are sent via email, and upon acceptance, parties can take part in the application process within designated permissions.



- **Automatic invitations:** Invitations are sent to email addresses provided, ensuring streamlined collaboration.
- **Manual entry options:** Parties can be activated at once if they lack an email account.
- **Existing contractor partners:** Contractor partners in the user's account database are instantly active in the new application when added.
- **Inviting a new contractor:** Creates a new contractor account, enabling access to application data for all contractor members.

#### **Efficient Submission Process:**

- **Customized Application Data:** The wizard dynamically adjusts the required application information based on the registry category and trade(s) selected, ensuring that applicants always have the correct form.
- **Digital Signing and Submission:** Upon completing all required information, applicants complete their application with a digital signature before submitting it directly to the municipal department via Cloudpermit, marking a move towards a more transparent and efficient review process.

#### **Navigating the Permitting Process**

Cloudpermit's Permitting product is designed to facilitate a smooth transition through various phases of the permitting process, ensuring that local governments can manage applications and issuances efficiently and transparently.

- **Review and Circulation:** Upon submission, applications undergo a thorough review by municipal authorities. For specific permit types, applications may be circulated to third-party organizations for additional evaluations.
- **Inspections:** Certain permits require inspections before issuance. Cloudpermit schedules and tracks these inspections, ensuring compliance with municipal standards.
- **Permit Issuance:** After successful review and inspection, the municipal authority issues the permit. Cloudpermit automates the creation of the permit, including setting the issue date, validity period, and expiration date.
- **Archival Status:** Completed permits and all associated data can be assigned an archival status in Cloudpermit. The permit remains available for future reference, ensuring a secure record of all permitting activities.

#### **Functionality Overview**

Cloudpermit's Permitting product elevates the management of municipal permitting through a robust suite of features, designed to optimize every aspect of the workflow. Here's how these features work together to provide a seamless, efficient experience:

- **Comprehensive Permit Oversight:** The "Project View" and "Property View" functionalities offer a panoramic and detailed view of all permits, making management straightforward and transparent.



- **Automated Alerts System:** Notifications and alerts keep all stakeholders up to date on crucial permitting milestones and requirements, reducing the risk of oversight.
- **Streamlined Inspections:** The integration of inspections into the permitting process ensures that compliance is maintained without complicating the workflow.
- **Simplified Document Handling:** A centralized document management system allows for efficient storage, retrieval, and submission of necessary permitting documents.
- **Seamless Data Integration:** The data import feature makes migrating existing permit data into Cloudpermit a hassle-free process, enhancing initial setup and ongoing operations.
- **Proactive Fee Management:** Late fees management automates the calculation and enforcement of penalties, ensuring accuracy and fairness in fee assessment.
- **Insightful Reporting:** Comprehensive report management tools enable the generation of detailed reports, offering valuable insights into the permitting landscape. These include:
  - **Permit Reports:** Generate reports on submitted applications and issued permits, offering a detailed view of permitting activities within selected times and categories.
  - **Payment Reports:** Track and analyze online payments and fees, offering insights into financial transactions associated with the permitting process.
  - **Inspection Reports:** Facilitate regulatory compliance and public safety through detailed reports on inspections, site visits, open inspections, and orders, ensuring all permitting requirements are met.
  - **Review Reports:** Compile data on review activities and events, helping municipalities assess the efficiency of the review process and identify areas for improvement.

Together, these features form the backbone of Cloudpermit's Permitting product, ensuring that building department staff and contractors can navigate the permitting process with greater ease, accuracy, and efficiency. More detailed descriptions along with functionality and settings are provided in the following Descriptions and Functionality section.

## Descriptions and Functionality

This section provides an in-depth look at the settings and configuration options available for each feature within the Cloudpermit Permitting product, allowing for tailored setup and optimal performance.

## Application Submission Process

- **Description:** Enables the creation of applications tied to specific projects or properties through a user dashboard and application creation wizard.
- **Functionality:**
  - **User Dashboard:** Central hub for initiating applications.

- **Application Creation Wizard:** Guides users through the setup process to create the appropriate workspace.

### Archive/Inactive View

- **Description:** Allows completed permits and associated data to be set as Archived and stored for future reference, ensuring a secure record of all building activities.
- **Functionality:**
  - **Data Archiving:** Disabling workspace features and setting Archive status.
  - **Future Accessibility:** Easy retrieval of archived data for reference.

### Attachments

- **Description:** Supports the attachment of necessary documents during the application process, with visibility control features.
- **Functionality:**
  - **Configurable Requirements:** Set necessary attachments based on application type.
  - **Visibility Control:** Manage who can see the attachments within the workspace.

### Case/Workspace Package

- **Description:** Enables authority users to generate downloadable packages with information from specific workspaces, tailored for various purposes.
- **Functionality:**
  - **Configurable Packages:** Tailor packages for record keeping or legal cases.
  - **Authority-Only Access:** Restricts package generation and download to authority users.

### Configurable Application Numbering

- **Description:** Offers automated and flexible options for assigning application or case numbers.
- **Functionality:**
  - **Manual Assignment:** Flexibility without automation.
  - **Cloudpermit Application Number:** Automated number generation by Cloudpermit.
  - **Custom Application Number:** Combines automation with custom formatting options.

## Configurable Standard Phrases

- **Description:** Allows commonly used phrases to be pre-configured for easy selection during application processing.
- **Functionality:**
  - **Phrase Library:** Users can select from a list of standard phrases.
  - **Category Organization:** Phrases are organized by related categories.

## Data Import

- **Description:** Supports the importation of necessary data for setting up the permitting system, enhancing initial setup and ongoing operations.
- **Functionality:**
  - **Workspace Creation:** Facilitates setup of application workspaces from imported data (tombstone data, inspections, and attachments).
  - **Historical Data Handling:** Manages the integration of existing records.

## Document/Templates

- **Description:** Provides customizable document and template options to fit the specific needs of permitting processes.
- **Functionality:**
  - **Editable Templates:** Diverse user-data driven template options modified using HTML and CSS (various forms for application, sign-off, permit, inspections, fees, payment, and order templates).

## Email Notifications

- **Description:** Enables configurable email notifications about various events in the permitting process.
- **Functionality:**
  - **Opt-in Settings:** Users can choose which notifications to receive.
  - **Event-Based Notifications:** Automated alerts for key permitting events.

## Fees and Payments

- **Description:** Manages fee schedules and facilitates payment processing within the permitting application.
- **Functionality:**
  - **Configurable Fee Schedules:** Set fixed or calculated fees.
  - **Payment Notifications:** Informs applicants of due payments and confirmation.

## GIS Integration

- **Description:** Enhances property identification accuracy by integrating with municipal GIS systems.
- **Functionality:**
  - **Property Data Accuracy:** Ensures precise location and property details.

## Inspections

- **Description:** Manages the scheduling and documentation of required inspections for permit applications. The available add-on option through Cloudpermit's Inspector App offers offline inspection capabilities.
- **Functionality:**
  - **Inspection Scheduling:** Organize inspections according to permit requirements.
  - **Compliance Tracking:** Ensures inspections adhere to municipal standards (dispatch, time tracking/management, orders, quick pass, internal notes, deficiencies – phrases).
  - **Offline Inspections:** Handled through Cloudpermit Inspector App (add-on).

## Issuance

- **Description:** Automates the process of issuance after successful application review and/or inspections.
- **Functionality:**
  - **Automated Application/Permit Creation:** Streamlines the issuance process.
  - **Validity Tracking:** Manages issue dates, validity periods, and expiration dates.

## Messaging and Notifications

- **Description:** Facilitates communication between all parties involved in the permitting process through an integrated messaging system.
- **Functionality:**
  - **Direct and Public Messaging:** Supports both private and public communications.
  - **Email Notifications for Unread Messages:** Alerts users to new messages.

## Multi-language Support

- **Description:** Provides support for multiple languages in citizen-facing functionalities, enhancing accessibility and user experience.



### Pre-consultation Meeting

- **Description:** Tracks preliminary meetings with municipal staff to receive detailed information on requirements and potential issues.
- **Functionality:**
  - **Comprehensive Discussion:** Communicate and document zoning requirements, building codes, necessary permits, and other regulations.
  - **Documentation Guidance:** Outline the required documentation and steps for formal application submission.

### Processing Times

- **Description:** Defines specific points to start and stop tracking processing time for each application.
- **Functionality:**
  - **Customizable Parameters:** Set specific start and end points for various stages.
  - **Automated Tracking:** Automatically record timestamps at defined stages.
  - **Dashboard Integration:** Set alerts for applications nearing or exceeding time limits.
  - **Customizable Reports:** Tailor reports to specific needs and metrics.

### Project View

- **Description:** Organizes similar workspaces into a single project container, offering a comprehensive view of all related activities.
- **Functionality:**
  - **Consolidated Project Information:** Displays all relevant data in one view.
  - **Status and Payment Tracking:** Offers updates on project progress and financials.

### Property View

- **Description:** Offers a detailed view of all workspaces related to a specific property, enhancing oversight and management.
- **Functionality:**
  - **Automated Data Aggregation:** Collects and displays information specific to a property.
  - **Condition and Application Tracking:** Provides updates on conditions and ongoing applications.



## Report Management

- **Description:** Generates comprehensive reports (csv/pdf) on permitting activities, offering insights into application processes and outcomes.
- **Functionality:**
  - **Customizable Reports:** Tailors reports to meet specific informational needs (operational reports, payments, inspections, reviews, etc.).
  - **Data-Driven Insights:** Supports strategic decision-making through detailed analyses.

## Review and Circulation

- **Description:** Ensures thorough review of applications and facilitates the circulation of documents to necessary parties for additional evaluation.
- **Functionality:**
  - **Detailed Review Process:** Incorporates both internal and external evaluations and task tracking.
  - **Circulation Management:** Manages the sharing of applications with relevant stakeholders.

## Support Portal and Help Documentation

- **Description:** Provides a comprehensive resource hub with guides, videos, and release notes to aid users in navigating the platform.
- **Functionality:**
  - **Extensive Help Resources:** Offers detailed articles and video tutorials.

## User Management

- **Description:** Allows for the administration of user roles and permissions, ensuring that each user has proper access to the platform/product.
- **Functionality:**
  - **Add New Users:** Offers the capability to add new users to the system, assigning roles and access levels based on their responsibilities.
  - **Edit Existing Users:** Allows administrators to modify user details, such as first and last names, and update roles and permissions as needed.
  - **Roles/Permissions:** Enables control over what each user can access and perform within the system, including granting inspection qualifications and managing inspection-related permissions.

## Violations/Deficiencies

**Description:** Manages records of any violations or deficiencies noted during the permitting process, ensuring compliance and accountability.

## Appendix 1: Cloudpermit Third-Party Integrated Systems

Cloudpermit has standard configurable integrations categorized under six different integration types described below.

Suppose the need for integration with a standard configurable integration cannot be fulfilled. In that case, Cloudpermit may integrate a new system, make a minor change to an existing one, or develop a custom one. These integrations are priced separately and, if applicable, addressed within your contract.

### Standard Configurable Third-Party Integrations

Cloudpermit offers integration with a variety of third-party systems, enhancing the functionality and flexibility of its permitting platform. These integrations are designed to streamline processes, improve data accuracy, and enhance user experience for municipalities and their constituents.

#### Integrations:

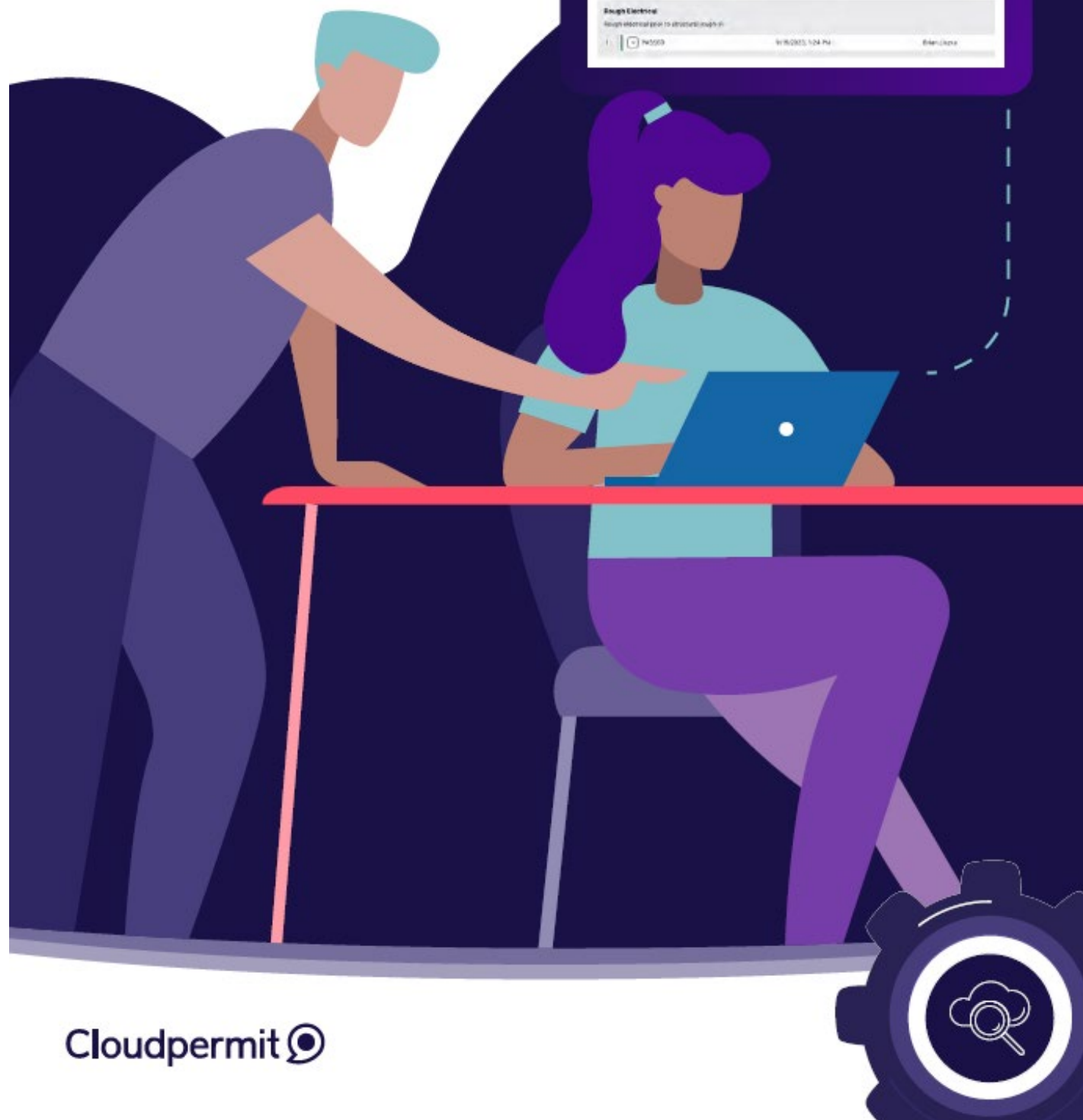
- **Geographic Information System (GIS):** Cloudpermit integrates with leading GIS providers like ESRI ArcGIS and CartoVista, allowing municipalities to accurately search and retrieve property information, enhancing the precision of permitting processes.
- **Online Payment:** Cloudpermit supports a wide array of online payment providers, ensuring flexibility and convenience for municipalities and their users. The platform integrates seamlessly with leading payment gateways and providers, including but not limited to:
  - **Payment Gateways:** Allpaid, ACI, Authorize.net, Bambora, CCP / NIC (PayPort), Clover, Elavon, E-xact, ePay, Government Window, InvoiceCloud, Merchante, Moneris, MSB, OpenEdge / Global, Payeezy, PayNowLink, Paymentus, Paypoint, Payport, PayPal, Point & Pay, PSN, Square, Stripe, Xpress Bill Pay.
- **Archival/Markup:**
  - **Markup:** DigEplans
  - **Archival:** LaserFische
- **Authentication Services:** Using Open ID Connect (OIDC), Cloudpermit integrates with authentication systems like Azure AD, ensuring secure and straightforward user access management.
- **Multi-Factor Authentication (MFA):** For added security, Cloudpermit can support MFA integrations, such as Duo, to safeguard user accounts and sensitive data.

### **Customized Integrations (Paid Engagements)**

While Cloudpermit provides a comprehensive range of standard integrations, there may be instances where these offerings do not fully meet the specific requirements of a municipality. In such cases, Cloudpermit is equipped to develop custom solutions or adapt existing ones. These customized integrations are outside the standard offerings provided with the platform and are treated as separate, paid engagements. This ensures that each municipality's unique needs are addressed with precision and tailored functionality, enhancing the overall efficiency and effectiveness of the Cloudpermit platform.

# Inspections App

Product Description



### Cloudpermit Inspections App: Empowering Inspectors Anywhere, Anytime

Our app, *Cloudpermit Inspections*, is designed to enhance the efficiency and effectiveness of building, enforcement, and licensing inspections. Seamlessly integrated with the Cloudpermit platform, this app provides a comprehensive toolset that enables inspectors to navigate their daily tasks with unparalleled ease and precision, directly from their mobile devices.

#### Main Features:

- **Offline Capability:** Work without limits. The Inspector App's advanced offline capabilities allow inspectors to perform inspections in any location — even without internet connectivity. Data captured during these offline inspections, including notes, photos, and videos, is synchronized with the Cloudpermit workspaces once connectivity is restored, ensuring no detail is lost.
- **Inspection Management:** Stay organized and flexible. Inspectors can view, schedule, and manage their inspections with just a few taps. The app supports the reordering of daily inspections to accommodate changing priorities, adding unscheduled and ad-hoc inspections, and accessing detailed inspection information such as permit numbers, addresses, and inspection types.
- **Data Capture:** Inspectors can effortlessly take photos and jot down notes, even when offline. The app also supports adding standard comments, deficiencies, remarks, and violations, to document the inspection process.
- **Map View and GPS Integration:** *Cloudpermit Inspections* provides a visual map view of all scheduled inspections, utilizing GPS functionality for route planning and optimization. This feature enables inspectors to visualize their day's work and plan their routes between sites.
- **Automatic Email Synchronization:** The app ensures that inspection results are automatically emailed to relevant stakeholders for a streamlined communication process. This feature allows for real-time updates and ensures that all parties are promptly informed of inspection outcomes.



**Features:**

This appendix provides a concise description of each feature available in the Cloudpermit Inspections App.

- **Integration with the Cloudpermit Platform:** Seamlessly connects with the Cloudpermit platform real-time data synchronization and access.
- **View Inspections on a Map:** Visualize scheduled inspections on a map to plan routes and manage time effectively.
- **Search for an Address on the Map:** Quickly find specific locations on a map using address search functionality.
- **View "My Today" Inspections:** Access a daily overview of scheduled inspections for efficient planning and prioritization.
- **Record Inspection Results:** Complete inspections by entering results, including status updates, directly through the app.
- **Work Offline in the Field:** Perform and record inspections without an internet connection, with data syncing once connectivity is restored.
- **Schedule Inspections:** Easily schedule new inspections directly from a mobile device for better time management.
- **Access Key Fields:** Enter detailed inspection results, including status, quick pass, notes, and checklist items.
- **Manage Multiple Inspections with the Actions Tab:** Perform batch actions such as Quick Pass, reassigning, rescheduling, or route planning for multiple inspections.
- **Access the Inspection Checklist:** View and complete the inspection checklist items directly through the app.
- **Add Photos (Take/Edit Photo Names) and Edit Photo Descriptions:** Capture and manage photos with the option to edit names and descriptions for detailed documentation.
- **Upload Photos in Bulk:** Upload multiple photos simultaneously to save time and document inspections more efficiently.
- **Add Standard Comments:** Insert predefined comments into inspection records for faster data entry.
- **Add Deficiencies, Remarks, and Violations:** Record detailed findings, including deficiencies, remarks, and violations during inspections.
- **Use Talk-to-Text within Comment Fields:** Use voice-to-text functionality for convenient and fast entry of comments and notes.
- **Link Violations to Cases:** Connect violations discovered during an inspection directly to the corresponding case.
- **Email Inspection Results Automatically:** Send inspection results via email automatically once data syncs with the Cloudpermit platform.
- **Access Permit Details and Associated Inspections:** View detailed permit information, including all associated inspections, for comprehensive case management.
- **Add an Additional Visit to a Code Enforcement Case:** Schedule follow-up inspections for ongoing code enforcement cases.
- **Schedule Follow-Up Visits for Code Enforcement Cases:** Start code enforcement cases proactively based on inspection findings, without a complaint.

- **Access Property Information with Cloudpermit Links:** View detailed property information, including links to records within the Cloudpermit platform (this requires mobile connectivity).
- **Access Finalized Attachments:** Access and review all finalized attachments and documents stored in the Cloudpermit platform for comprehensive information.

Council member Bruce Meysenburg made a motion to enter into closed session for Contracts and Personnel matters at 9:24 p.m. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council member Kevin Woita made a motion to come out of closed session at 10 p.m.. Council Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to adjourn at 10:02 p.m.. 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.



CERTIFICATION OF MINUTES  
August 13, 2025

I, Lori Matchett, duly qualified and acting Deputy City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of August 13, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

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Lori Matchett, Deputy City Clerk