

CITY COUNCIL PROCEEDINGS
April 22, 2026

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the meeting room of the City Office, 490 E Street, David City, Nebraska. The Public had been advised of the meeting by posting in four places (City Office, U.S. Post Office, Butler County Courthouse, and Hruska Public Library). The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda, which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Mayor Jessica Miller, Council President Bruce Meysenburg, Council Members Jeremy Abel, Keith Marvin, Jim Angell, Rick Holland, Kevin Woita, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, City Attorney Michael Sands, and City Clerk-Treasurer Lori Matchett.

Also present for the meeting were: Interim Deputy Clerk Rachel Kahnk, Police Chief Marla Schnell, Sergeant Tristan Hilger, Officer Chris Baete, Jackson Winkler, Cory Gaston of Kirkham Michael, Recreation Supervisor William Reiter, Monica Heller of The Friends of David City, Dana Trowbridge, Bob Kobza, Kendall Perry and Family, Doug Rix, and Nick and Marlene Hein. Ethan Joy of JEO Consulting Group attended via zoom.

Council Member Jim Angell made a motion to approve the minutes of the April 9, 2026, meeting of the Mayor and City Council 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 Bruce Meysenburg made a motion to approve Resolution No. 5-2026 Agency Agreement, and Grant Application for the FY2026 Runway Rehabilitation Project (Project No. 3-31-0025-019/020-2026) for the David City Municipal Airport. 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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Resolution No. 5-2026

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF DAVID CITY, NEBRASKA, SPONSOR OF DAVID CITY MUNICIPAL AIRPORT, HELD ON April 22, 2026.

The following resolution was introduced by Bruce Meysenburg, read in full, seconded by Rick Holland and considered:

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR PROJECT NO. 3-31-0025-019/020-2026 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Mayor and members of the City Council of David City, Nebraska, that:

1. The City of David City shall enter into an Agency Agreement with the Department of Transportation, Division of Aeronautics for Project No. 3-31-0025-019/020-2026 for the purpose of obtaining Federal assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of David City is hereby authorized and directed to execute said Agency Agreement on behalf of the City of David City, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, 6 voted yea, and 0 voted nay, and the resolution therefore was declared passed and approved on April 22, 2026.

ATTEST: _____
Clerk

Mayor

AGENCY AGREEMENT

Project No. 3-31-0025-019/020-2026 (R05)

This is an agreement between the City of David City, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the David City Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes, and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules, and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings, and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules, and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.

B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration, and their authorized representatives in the offices of the Division at all reasonable times.

Exhibit 'O'

- D. The Airport Sponsor reserves the right, power, and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.

- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct, or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this ____ day of _____, 20__.



RESOLUTION - DO NOT SIGN
Director

Executed by the Airport Sponsor this ____ day of _____, 20__.

RESOLUTION - DO NOT SIGN
Clerk

RESOLUTION - DO NOT SIGN
Mayor

**EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES**

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents. Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents. Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

**EXHIBIT B
AGENCY AGREEMENT
SCHEDULE OF FEES AND CHARGES**

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

“The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals (formerly found in OMB A-87)”.

* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

AGENCY AGREEMENT

Project No. 3-31-0025-019/020-2026 (R05)

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The Airport Sponsor hereby warrants, undertakes, and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules, and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings, and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules, and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

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SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration, and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power, and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

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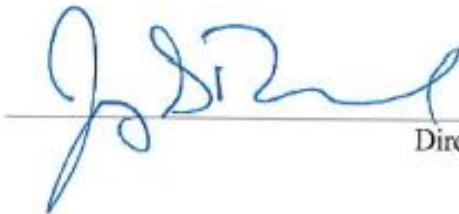
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"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 17th day of February, 2026.





Director

Executed by the Airport Sponsor this 22 day of April, 2026.



Clerk

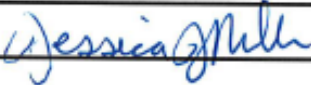


Mayor



Application for Federal Assistance SF-424	
<p>*1. Type of Submission:</p> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
<p>*2. Type of Application * If Revision, select appropriate letter(s):</p> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation * Other (Specify) <input type="checkbox"/> Revision	
<p>*3. Date Received: 4. Applicant Identifier:</p> <p>09/11/2025 3-31-0025</p>	
<p>5a. Federal Entity Identifier: *5b. Federal Award Identifier:</p> <p>3-31-0025-019/020-2026 019/020-2026</p>	
State Use Only:	
<p>6. Date Received by State: 7. State Application Identifier: 3-31-0025/-019/020-2026 (R05)</p>	
8. APPLICANT INFORMATION:	
<p>*a. Legal Name: City of David City, Nebraska</p>	
<p>*b. Employer/Taxpayer Identification Number (EIN/TIN): *c. UEI:</p> <p>47-6006162 HE75EWFBEK43</p>	
d. Address:	
<p>*Street 1: PO BOX 191</p> <p>Street 2: _____</p> <p>*City: David City</p> <p>County/Parish: _____</p> <p>*State: Province: NE</p> <p>*Country: _____</p> <p>*Zip / Postal Code USA: United States</p> <p>68632-0191</p>	
e. Organizational Unit:	
<p>Department Name: Division Name:</p> <p>City of David City, Nebraska</p>	
f. Name and contact information of person to be contacted on matters involving this application:	
<p>Prefix: Mrs. *First Name: Anna</p> <p>Middle Name: _____</p> <p>*Last Name: Lannin</p> <p>Suffix: _____</p>	
<p>Title: Engineering Division Manager</p>	
<p>Organizational Affiliation:</p> <p>NDOT Division of Aeronautics</p>	
<p>*Telephone Number: (402) 471-2371 Fax Number:</p>	
<p>*Email: ndot.aeroengineering@nebraska.gov</p>	

Application for Federal Assistance SF-424
*9. Type of Applicant 1: Select Applicant Type: C: City or Township Government Type of Applicant 2: Select Applicant Type: Pick an applicant type Type of Applicant 3: Select Applicant Type: Pick an applicant type *Other (Specify)
*10. Name of Federal Agency: Federal Aviation Administration
*11. Catalog of Federal Domestic Assistance Number: CFDA No: CFDA Title: 20.116 Airport Improvement Program (AIP) 20.117 Airport Infrastructure Grants (AIG)
*12. Funding Opportunity Number: N/A *Title: N/A
13. Competition Identification Number: N/A Title: N/A
14. Areas Affected by Project (Cities, Counties, States, etc.): Airside area of the David City Municipal Airport, David City, Butler County, Nebraska.
*15. Descriptive Title of Applicant's Project: Seal Rwy 14/32 (Const. - Ph. 2)
Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: NE-001	*b. Program/Project: NE-001
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 06/01/2026	*b. End Date: 06/01/2030
18. Estimated Funding (\$):	
*a. Federal	\$ 1,056,400
*b. Applicant	\$ 43,020
*c. State	\$ 12,580
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 1,112,000
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____ . <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", explain:	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: _____	*First Name: <u>Jessica</u>
Middle Name: _____	
*Last Name: <u>Miller</u>	
Suffix: _____	
*Title: Mayor	
*Telephone Number: (402) 367-7993	Fax Number: _____
* Email: jmiller@davidcityne.gov	
*Signature of Authorized Representative: 	*Date Signed: <u>4-22-26</u>



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of David City

Airport: David City Municipal Airport

Project Number: 3-31-0025-019/020-2026

Description of Work: Seal Rwy 14/32 (Const. - Ph. 2)

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
 Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
 Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
 Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
 Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 22 day of April, 2026.

Name of Sponsor: City of David City

Name of Sponsor's Authorized Official: Jessica Miller

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of David City

Airport: David City Municipal Airport

Project Number: 3-31-0025-019/020-2026

Description of Work: Seal Rwy 14/32 (Const. - Ph. 2)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
 Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
 Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
 - a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
 - b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
 Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: David City Municipal Airport

Address: 3380 M Road, David City, NE 68632

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 22 day of April, 2026.

Name of Sponsor: City of David City

Name of Sponsor's Authorized Official: Jessica Miller

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: Jessica Miller

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of David City

Airport: David City Municipal Airport

Project Number: 3-31-0025-019/020-2026

Description of Work: Seal Rwy 14/32 (Const. - Ph. 2)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
 Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
 Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
 - a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)). Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
 - a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder. Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
 - a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors. Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
 Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 22 day of April, 2026.

Name of Sponsor: City of David City

Name of Sponsor's Authorized Official: Jessica Miller

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of David City

Airport: David City Municipal Airport

Project Number: 3-31-0025-019/020-2026

Description of Work: Seal Rwy 14/32 (Const. - Ph. 2)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
 - a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 22 day of April, 2026.

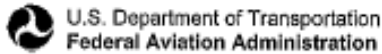
Name of Sponsor: City of David City

Name of Sponsor's Authorized Official: Jessica Miller

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: Jessica Miller

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of David City

Airport: David City Municipal Airport

Project Number: 3-31-0025-019/020-2026

Description of Work: Seal Rwy 14/32 (Const. - Ph. 2)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 22 day of April, 2026 .

Name of Sponsor: City of David City

Name of Sponsor's Authorized Official: Jessica Miller

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

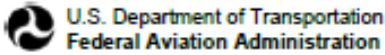


U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of David City

Airport: David City Municipal Airport

Project Number: 3-31-0025-019/020-2026

Description of Work: Seal Rwy 14/32 (Const. - Ph. 2)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A

5. Sponsor has publicized or will publicize a RFQ that:
 - a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)). Yes No N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A

7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
 Yes No N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
 - a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14). Yes No N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
 Yes No N/A

12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 22 day of April, 2026.

Name of Sponsor: City of David City

Name of Sponsor's Authorized Official: Jessica Miller

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: Jessica Miller Digitally signed by Jessica Miller
Date: 2026.04.29 17:24:09
-05'00'

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)

Cory Gaston of Kirkham Michael introduced himself. The council reviewed and discussed bids for an airport pavement repair project focused on fixing runway cracks. Large cracks will receive full-depth patching, medium cracks will be repaired with asphalt emulsion, and smaller cracks will be sealed, followed by a slurry seal over the surface. Due to FAA requirements, there is a 90-day bid hold, meaning construction may begin later in the year or possibly next spring. The contractor, Struck & Irwin, has prior experience in the region and a good track record. The total bid is \$562,240.60, with 95% funded by the FAA. The remaining 5% is split between the state and the city, leaving the city responsible for roughly 2.5%. Due to favorable costs and secured funding, there is consideration of adding additional apron repairs, pending FAA approval.

Council Member Keith Marvin made a motion to approve Struck & Irwin Paving, Inc.'s bid upon concurrence with FAA (Federal Aviation Administration) approval. 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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April 20, 2026

Lori Matchett
City Clerk, Treasurer
451 N 5th Street
David City, NE 68632

RE: Recommendation of Award
Seal Runway 14/32, David City Municipal Airport (93Y)
FAA IJA No. 3-31-0025-018/019/020
KM No. 2504215

Dear Mrs. Matchett:

On April 17, 2026, one bid was received for the referenced project at the David City Municipal Airport. The bidder was qualified to submit a bid proposal within the requirements of the project specification and bid documents. The proposal was reviewed and evaluated, including unit price extensions. The bid tabulation is attached. A summary of the Bid Result and other required information have been provided below:

Bid Results

Bidder	Total Bid
Engineer's Estimate	\$734,440.60
Struck and Irwin Paving, Inc.	\$562,240.60

5% Bid Bond Guarantee

Bidder provided a 5% bid bond.

Executed Proposal by an Officer of the Company and an Attest to their Signature was Included

The proposal was signed and attested.

Cost to add the Sponsor and Engineer to their Policy as Additional Insured

There was no cost for any additional insured.

Bidder Qualification

The bidder is qualified to complete this work.

Bidder Debarment Through the SAM Registrar

The bidder is not on the debarment list through the SAM registrar.

Buy American

The bidder indicates on their Buy American Certification forms that they will comply with Title 49 U.S.C. Section 50101 for this project. No waivers were requested.

Disadvantaged Business Enterprise (DBE) Participation

The DBE goal established for this project by the sponsor is 0.00% and Struck and Irwin Paving, Inc. met the goal at 0.00%.

Single Bid Information

Following the line items 1-4 contained within AIP Sponsor Guide 1000 for Single Bids, the following information is provided:



1. Plan holders were contacted to inquire whether they would submit a bid.
 - a. Vance Brothers LLC and Maxwell Asphalt Inc declined to bid because of proximity.
 - b. Midwest Coatings Company Inc declined because they ran out of time and couldn't get a bid submitted with other projects bidding at the same time.
 - c. Asphalt Surface Technologies Corp. and American Pavement Solutions Inc did not respond when contacted.
 - d. Gee Asphalt was not a plan holder but declined because the slurry seal spec was P-626 instead of P-608.
2. The project manual/specification was reviewed to determine if the project requirements unduly restrict competition. In Kirkham Michael's judgment, the project requirements were not restrictive.
3. Per Sponsor Guide 1000, negotiations were not required.
4. A price analysis on similar bid items was conducted using a recently bid slurry project located within the FAA central region. This comparison showed all unit costs, except Emulsified Asphalt Slurry Seal, came in below or within 10% of comparable. The item Emulsified Asphalt Slurry Seal was above the comparable, but the quantity was 45% of the comparable amount. It is our opinion that the low quantity for the bid item and fluctuation of the cost of oil contributed to this unit cost being above the comparable and is reasonable.
5. A Plan holder report is attached to this letter that lists which contractors perform this type of work. Thirty-one contractors were sent personal Request to Bid notices using QuestCDN.com. This service reaches many other Contractors throughout a wide service area and is becoming the best resource for many Contractors to learn about various construction projects.
6. To further stimulate interest, the following plan rooms downloaded plans via QuestCDN. These locations are common for contractors to view documents for construction projects:
 - a. ConstructConnect
7. Per Local advertising requirements, the project was advertised in the City's newspaper and in the local newspaper *The Banner-Press*.

Tentative List of Subcontractors

Struck and Irwin Paving, Inc. listed 2 subcontractors.

Recommendation for Award

In accordance with the project specifications and contract documents, it is Kirkham Michael's opinion that the bid is reasonable and recommends awarding the contract to Struck and Irwin Paving, Inc. of DeForest, Wisconsin, on their bid proposal for the base bid of \$562,240.60. Their bid submittal is enclosed for your review.

Please note that the NDOT and FAA must concur with the award to Struck and Irwin Paving, Inc before notification of the award can be issued. The Sponsor shall not enter a contract with Struck and Irwin Paving, Inc. until federal authorization is received.

If you have any questions or need any additional information, please contact us at 402.858.8853

Sincerely

KIRKHAM, MICHAEL & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Cory Gaston', is written over a light blue horizontal line.

Cory Gaston
Project Manager



Enclosure: Bid Tabulation
 Plan Holder list
 Struck and Irwin Paving, Inc. Proposal Including:
 Proposal Form
 Buy American Form
 List of Subcontractors
 DBE Letter of Intent
 Bond

Cc w/enclosures Steve Whitton - FAA
 Anna Lannin - NDOT

BID TABULATION

PROJECT:
 Seal Runway 14/32
 David City Municipal Airport (93Y)

ENGINEER:
 Kirkham Michael
 5621 NW 1st Street, Suite 400
 Lincoln, NE 68521

AIP GRANT NO.:
 3-31-0025-018/019/020

KM PROJECT NO.:
 2504215

DATE OF BID OPENING: April 17, 2026 at 10 AM CST

Description	Quantities	Units	Engineer's Estimate		Struck and Irwin Paving, Inc.	
			Unit Cost	Total	Unit Cost	Total
			DBE = 0.0%		DBE = 0.0%	
BASE BID (Items 1 - 10)						
1 Mobilization	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 33,080.00	\$ 33,080.00
2 Construction Safety Plan and Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 1,000.00	\$ 1,000.00
3 Pavement Marking Removal	26,013	SF	\$ 1.20	\$ 31,215.60	\$ 0.70	\$ 18,209.10
4 Overexcavation	250	CY	\$ 30.00	\$ 7,500.00	\$ 105.00	\$ 26,250.00
5 Full Depth Asphalt Patching	1,725	SY	\$ 180.00	\$ 310,500.00	\$ 135.00	\$ 232,875.00
6 Crack Repair / Seal Joints (0"-1.5")	15,778	LF	\$ 4.00	\$ 63,112.00	\$ 1.30	\$ 20,511.40
7 Crack Repair / Seal Joints (>1.5")	3,850	LF	\$ 6.00	\$ 23,100.00	\$ 2.40	\$ 9,240.00
8 Emulsified Asphalt Slurry Seal	33,547	SY	\$ 4.00	\$ 134,188.00	\$ 4.80	\$ 161,025.60
9 Pavement Markings (White)	13,212	SF	\$ 5.00	\$ 66,060.00	\$ 4.30	\$ 56,811.60
10 Pavement Marking (Yellow)	753	SF	\$ 5.00	\$ 3,765.00	\$ 4.30	\$ 3,237.90
Total Base Bid (Items 1 - 10)				\$734,440.60		\$562,240.60

City Council Proceedings

April 22, 2026

Page # 39

Plan Holder Report as of 04/15/2026 11:56 AM CDT

David City Municipal Airport Seal Runway 14/32

Quest eBidDoc™ Number: 9726966

Closing Date: Fri, 04/17/2026 10:00 AM CDT **Posting Type:** Construction Project **Owner Name:** City of David City **Solicitor Name:** Kirkham Michael

Contact: Susan Beauchamp **Phone:** 402-393-5630 **Email:** sbeauchamp@kirkham.com

<u>Company Name & Address</u>	<u>Contact Name/Email Address</u>	<u>Phone/Fax</u>	<u>Bus. Cert</u>	<u>Bus. Desig</u>	<u>Entry Date</u>	<u>Doc Type</u>	<u>Comments</u> ⓘ
ConstructConnect 3825 Edwards Rd, Cincinnati, OH-45209	Eric Mills content@constructconnect.com	800-364-2059 866-570-8187		Plan Room	03/17/2026	eBidDoc	
Vance Brothers LLC 5201 Brighton, Kansas City, MO-64130	Arthur Sewell asewell@vancebrothers.com	816-922-8021 916-923-6472		Prime Bidder	03/18/2026	eBidDoc	
Struck & Irwin Paving, Inc. 7219 Gene Street, DeForest, WI-53532	Joe Wessley jwessley@struckandirwinpaving.com	608-842-1676 608-842-1680		Prime Bidder	03/19/2026	eBidDoc	
Asphalt Surface Technologies Corp. P.O. Box 1025, St. Cloud, MN-56302	Dale Strandberg astechquotes@gmail.com	320-363-8500 320-363-8700		Prime Bidder	03/19/2026	eBidDoc	
Constructors Inc. 1815 Y Street, Lincoln, NE-68508	Ryan Eschliman bids@constructorslincoln.com	402-434-1795 402-441-4176		Subcontractor	03/26/2026	eBidDoc	
American Pavement Solutions Inc. 1455 Gruber Rd., Green Bay, WI-54313	Alisa Scott ascott@ameripavement.com	920-662-9662 920-662-9655		Prime Bidder	03/31/2026	eBidDoc	
Midwest Coatings Company, Inc 1425 280th Street, Modale, IA-51556	Christy Erwin christy@midwest-coatings.com	712-645-2045 712-645-2045		Prime Bidder	04/09/2026	eBidDoc	
Lovci Construction & Fabrication, LLC 4605 Valley View Drive, Columbus, NE-68601	Codie Lovci codie@lovciconstruction.com	402-942-1698	DBE,WBE	Subcontractor	04/11/2026	eBidDoc	
Maxwell Asphalt, Inc. 650 South DeLong Street, Salt Lake City, UT-84104	Robert McIntosh rob@maxwellasphalt.com	8019722097		Prime Bidder	04/12/2026	eBidDoc	

<u>Company Name & Address</u>	<u>Contact Name/Email Address</u>	<u>Phone/Fax</u>	<u>Bus. Cert</u>	<u>Bus. Desig</u>	<u>Entry Date</u>	<u>Doc Type</u>	<u>Comments</u> ⓘ
Hi-Lite Airfield Services, LLC 20128 NYS Route 12F, Watertown, NY-13601	Sarah Anzalone sarah.anzalone@hi-lite.com	3155836111 3155835807		Prime Bidder	04/14/2026	eBidDoc	

PROPOSAL FORM

TO: City of David City
 David City, Nebraska

The undersigned, in compliance with the request for bids for construction of the following Project:

**Seal Runway 14/32
 David City Municipal Airport (93Y)
 David City, Nebraska
 FAA IJA No. 3-31-0025-018/019/020**

Hereby proposes to furnish all labor, permits, material, machinery, tools, supplies, and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings, and issued Addenda within the specified time of performance for the following prices:

BID SCHEDULE

Item Description	Quantity	Unit	Unit Price	Extension
BASE BID (ITEMS 1 - 10)				
1 Mobilization	1	LS	33,080.00	33,080.00
2 Construction Safety Plan and Traffic Control	1	LS	1,000.00	1,000.00
3 Pavement Marking Removal	26,013	SF	0.70	18,209.10
4 Overexcavation	250	CY	105.00	26,250.00
5 Full Depth Asphalt Patching	1,725	SY	135.00	232,875.00
6 Crack Repair / Seal Joints (0"-1.5")	15,778	LF	1.30	20,511.40
7 Crack Repair / Seal Joints (>1.5")	3,850	LF	2.40	9,240.00
8 Emulsified Asphalt Slurry Seal	33,547	SY	4.80	161,025.60
9 Pavement Markings (White)	13,212	SF	4.30	56,811.60
10 Pavement Marking (Yellow)	753	SF	4.30	3,237.90

TOTAL BASE BID (NUMERAL FORMAT) \$ 562,240.60

TOTAL BASE BID (WRITTEN FORMAT) Five hundred sixty two thousand, two hundred forty dollars and sixty cents

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions, and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for **90 days** after the bid opening for purposes of review and evaluation and not issue a notice-of-award until that time.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice-of-award and furthermore and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **25 working days** from the commencement date specified in the Notice-to-Proceed.
- h. The undersigned acknowledges and accepts that for each and every Working day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **\$1,000** per Calendar/Working day as a liquidated damage to the OWNER.
- i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of **0 percent** for this project due to the Interim Final Rule (IFR) issued in October 2025. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent".
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.
- k. The undersigned specifically agrees not to discriminate against any recipients of services on the basis of race, color, national origin, creed, sex, age, or disability and not to discriminate against any employees or applicant for employment on the basis of race, color, national origin, creed, sex, age, or disability.

- c. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** (49 CFR Part 29)
The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.
- d. **Buy American Certification:** (Title 49 U.S.C. Chapter 501)
As a condition of bid responsiveness, the bidder must how it intend to comply with the Buy American preferences established under Title 49 U.S.C. Section 50101. Bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified as with the successful bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy America certification.
- e. **Lobbying and Influencing Federal Employees:**
The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

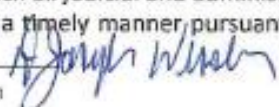
No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- f. **Bidder's List Collection Form:**
The Bidder's List Collection Form must be filled out for all firms, including prime contractors and subcontractors.
- g. **Certification of Bidder Regarding Tax Delinquency and Felony Convictions.**
The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. **The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.**

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.



2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559. *[Handwritten signature]*

h. Additional Insured.

If there is an additional charge for the insurance for naming the City of David City and the Engineer as an additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the City of David City and the Engineer as an additional insured. \$ 0.00.

ATTACHMENTS TO THIS BID

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

1. Bid Guaranty in the form of a bid bond in the amount of 5% of the bid price.
2. Completed DBE forms "Utilization Statement" and "Letter of Intent".
3. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.
4. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders.
5. Buy American Certification.
6. Completed "Bidder's List Collection Form".

SIGNATURE OF BIDDER

IF AN INDIVIDUAL:

Name: _____

By: _____
(Signature of Individual)

Doing Business as: _____

Business Address: _____

Telephone Number: _____

Email Address: _____

IF A PARTNERSHIP:

Partnership Name: _____

By: _____
(Authorized Signature)

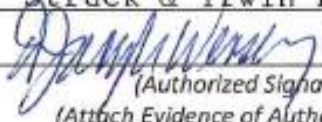
(Attach Evidence of Authority to sign as a Partnership)

Name and Title: _____
Business Address: _____

Telephone Number: _____
Email Address: _____

IF A CORPORATION:

Corporation Name: Struck & Irwin Paving, Inc.

By: 
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: D. Joseph Wessley, President

Business Address: 7219 Gene Street (CORPORATE SEAL)

DeForest, WI 53532

**NO
SEAL**

Telephone Number: (608) 842-1676

Email Address: jwessley@struckandirwinpaving.com

ATTEST:

By: 
(Authorized Signature)

Name and Title: Katrina M. Wessley, Secretary-Treasurer

IF A JOINT VENTURE: (Attach copy of Joint Venture Agreement)

Joint Venture Name: _____

By: _____
(Authorized Signature)(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Email Address: _____

Joint Venture Name: _____

By: _____
(Authorized Signature)(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Email Address: _____

LIST OF SUBCONTRACTORS

FAA Project: 3-31-0025-018/019/020
 Airport: David City Municipal Airport
 Location: David City, Nebraska

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore, the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regards to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED	APPROXIMATE DOLLAR VALUE
1. <u>Cather & Son's Construction, Inc. Crowley</u>	<u>Asphalt patching</u>	<u>\$ 270,125.00</u>
2. <u>Construction Corp.</u>	<u>Pavement marking</u>	<u>\$ 60,049.50</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

SIGNED *D. Joseph Wesley*
 COMPANY Struck & Irwin Paving, Inc.
 BY *D. Joseph Wesley*
 DATE April 13, 2026

D. Joseph Wesley, President
 (Printed name)

AD-BDC-15
s. 180.41(2) Wis Stats.

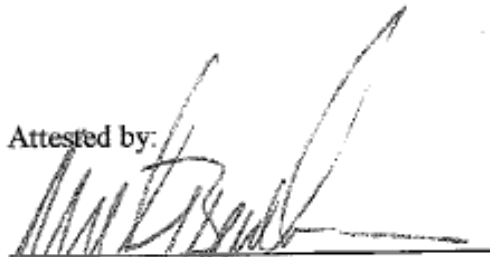
RESOLUTION

Adopted at the Board of Directors Meeting of March 15, 2010
Date

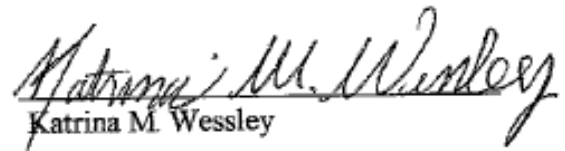
Be it resolved that Michael J. Buchanan Katrina M. Wesley
D. Joseph Wessley

are hereby authorized and empowered to execute bids, bonds and contracts on behalf of the Corporation, and that this resolution shall continue in force and effect until modified or rescinded by subsequent action of the stockholders or of the Board of Directors of the Corporation.

Attested by:


Michael J. Buchanan
Vice President

Signature:


Katrina M. Wesley

Secretary-Treasurer
Name of Office

Struck & Irwin Paving, Inc.
Name of Corporation

Subscribed and sworn to before me this

15th day of March, 20 10


Name of Notary Public

Commission expires on 7/7/13



Certification of Compliance with FAA Buy American Preference Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

April 13, 2026

Date

Struck & Irwin Paving, Inc.

Company Name


Signature D. Joseph Wessley

President

Title

 **AIA**® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Struck & Irwin Paving, Inc.

7219 Gene St
Deforest, WI 53532-1994

OWNER:

(Name, legal status and address)

City of David City
490 E. Street

David City, NE 68532

BOND AMOUNT: \$

Five Percent of the Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Seal Runway 14/32, City of David City, Nebraska

SURETY:

(Name, legal status and principal place of business)

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095-8796

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

Signed and sealed this 17 day of April, 2026



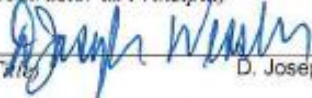
(Witness) Blake Wesley



(Witness) Jenn L. Hirth

Struck & Irwin Paving, Inc.

(Contractor as Principal) (Seal)



(Title) D. Joseph Wesley, President

West Bend Insurance Company

(Surety) (Seal)



(Title) Patrick A McKenna, Attorney-In-Fact

NO
SEAL

Init.

/



Bond No. 2673059

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Patrick A McKenna

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend Wisconsin this 17th day of April, 2026.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit <https://www.thesilverlining.com/annual-meeting> for details regarding the annual membership meeting and your voting rights.

Police Chief Marla Schnell introduced Jackson Winkler to the City Council. His hiring was approved previously; his official appointment was delayed due to limited availability at the training academy. Jackson Winkler, who is currently working at the jail, will complete his duties there before attending a 16-week training program in Grand Island, followed by a field training officer (FTO) program upon his return. The position was included in the current budget. A contract has also been prepared requiring repayment of certain training costs if employment does not continue.

Council Member Bruce Meysenburg made a motion to approve Resolution No. 6-2026 appointing Jackson Winkler as a full-time police officer. 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.

RESOLUTION NO. 6-2026

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, APPROVING A CONDITIONAL OFFER OF EMPLOYMENT TO JACKSON WINKLER AS A POLICE OFFICER.

WHEREAS, the City Council of the City of David City, Nebraska, a municipal corporation and city of the second class ("City") adopted Ordinance No. 1428 creating the David City Police Department; and

WHEREAS, Sections 1-202(D) and 1-501(B) of City's Municipal Code authorize the Mayor to appoint police officers to the David City Police Department; and

WHEREAS, the Mayor has nominated Jackson Winkler to serve as a police officer; and

WHEREAS, City finds it in in the best interest of City and City's residents to confirm Jackson Winkler as a police officer of the David City Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY, as follows:

Section 1. The Mayor and City Council hereby approve providing Jackson Winkler a conditional offer of employment for the position of police officer for the City. Upon successful completion of the screening Nebraska Revised Statutes section 81-1414 *et seq.* requires. Upon completion of all requirements, Officer Winkler shall have all powers and duties available to him under applicable law, except as the Mayor and City Council, the Police Chief, and the David City Municipal Code may proscribe.

Section 2. The Mayor and City Council have determined that, upon hire, Officer Winkler shall earn an annual salary as set forth in the adopted applicable annual pay scale.

Section 3. The Mayor, City Council, and Chief of Police of the David City Police Department are authorized to take all action in furtherance of the purposes herein.

Passed and adopted this 22nd day of April, 2026.

Jessica Miller, Mayor

ATTEST:

Lori Matchett, City Clerk

Council Member Keith Marvin made a motion to introduce Ordinance No. 1531 to amend the David City Municipal Code to authorize the City to reschedule meeting dates by resolution. Mayor Jessica Miller read Ordinance No. 1531 by title.

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

Council Member Keith Marvin made a motion to approve Ordinance No. 1531, which amends the David City Municipal Code to authorize the City to reschedule meeting dates by resolution, with the amendment referencing meetings held on the second and fourth Wednesdays of each month. 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.

ORDINANCE NO. 1531

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING CHAPTER 1 OF THE DAVID CITY MUNICIPAL CODE TO ALLOW THE CITY COUNCIL TO MODIFY DATES OF FUTURE CITY COUNCIL MEETINGS BY RESOLUTION; AUTHORIZING PUBLICATION IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 17-105 of the Nebraska Revised Statutes provides that the regular meetings of a city council of a city of the second class shall be held "at such times as the city council may provide by ordinance"; and

WHEREAS, Section 1-306(A) of the Municipal Code (the "Code") of the City of David City, Nebraska, a municipal corporation and city of the second class ("City") provides that City's meetings "shall be held on the second Wednesday of each month"; and

WHEREAS, City desires to amend Section 1-306(A) of the Code to authorize City to change the date of a future City meeting by resolution; and

WHEREAS, City finds it in the best interest of City and its residents to amend the Code to allow the City Council to change the date of a future City meeting by resolution.

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

1. Amendment to Section 1-306(A). City hereby amends Section 1-306(A) of the Code by deleting it in its entirety and replacing it with the following:

A. The meetings of the City Council shall be held at the council meeting room at the city office building. Regular meetings shall be held on the second and fourth Wednesday of each month at the hour of 7:00 P.M. The City Council may alter the meeting time and date of a future City Council meeting by resolution. Said resolution shall contain the date and time of the rescheduled meeting and a justification for the change in date and time. The City Clerk shall publish notice of the change in date and time of the meeting on the City's website.

2. Conflicting Ordinances. City hereby repeals any other ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this Ordinance and in conflict herewith to the extent of the conflict thereof.

3. Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

PASSED AND APPROVED THIS 22TH DAY OF APRIL, 2026.

Jessica Miller, Mayor

ATTEST:

Lori Matchett, City Clerk

City Administrator Raiko Martinez reported to the City Council that there has been an increased interest in the Downtown Revitalization grant program recently, with two additional applications. Mr. Martinez recommended that we ask the Nebraska Department of Economic Development (NDED) for an extension of the grant program.

Council Member Keith Marvin made a motion to approve requesting NDED to extend the Downtown Redevelopment Grant. 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.

Ethan Joy of JEO Consulting Group introduced himself. This pay application had previously been tabled to allow completion of punch list items. Mr. Joy confirmed that the items have now been addressed, and additional warranty work—such as membrane replacements in the RO system—have been completed. Remaining minor issues are expected to be handled under warranty; with confidence, the contractor will follow through. It was also recommended that the City proceed with the final payment to close out the project and secure loan and grant funding through the Nebraska SRF program.

Council Member Keith Marvin made a motion to approve Pay Application No. 31 (Final) for Velocity Contractors, Inc., in the amount of \$50,000.00 for the Water Treatment Plant Upgrades. 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.

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Contractor's Application for Payment

Owner: <u>City of David City</u>	Owner's Project No.: _____
Engineer: <u>JEO Consulting Group, Inc.</u>	Engineer's Project No.: <u>202024.00</u>
Contractor: <u>Velocity Constructors Inc.</u>	Contractor's Project No.: _____
Project: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>	
Contract: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>	
Application No.: <u>31</u>	Application Date: <u>2/1/2026</u>
Application Period: From <u>9/30/2025</u> to <u>2/1/2026</u>	

1. Original Contract Price	\$ 10,562,772.00
2. Net change by Change Orders	\$ 452,817.76
3. Current Contract Price (Line 1 + Line 2)	\$ 11,015,589.76
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 11,015,589.76
5. Retainage	
a. Reduced X \$ 11,015,589.76 Work Completed =	\$ -
b. 5% X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 11,015,589.76
7. Less previous payments (Line 6 from prior application)	\$ 10,965,589.76
8. Amount due this application	\$ 50,000.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ -

Contractor's Certification

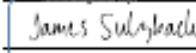
The undersigned Contractor certifies, to the best of its knowledge, the following:

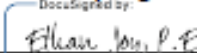
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(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: James Sulzbach - Project Manager Velocity Constructors

Signature:  **Date:** 2/5/2026

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>2/5/2026</u>	Date: _____

Progress Estimate - Lump Sum Work **Contractor's Application for Payment**

Owner: City of David City Engineer: JED Consulting Group, Inc. Contractor: Velocity Constructors Inc. Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686 Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686	Owner's Project No.: Engineer's Project No.: 202024.00 Contractor's Project No.:
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Application No.: 31 Application Period: From 09/30/23 to 02/04/26 Application Date: 02/04/26

Item No.	Description	C Scheduled Value (\$)	D Work Completed (D + E) From Previous Application (\$)		E This Period (\$)	F Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			D (D + E) From Previous Application (\$)	E This Period (\$)					
Original Contract									
BASE BID GROUP A - General Water Plant Improvements¹									
B-1.01	Mobilization	1,030,293.00	1,030,293.00	-	-	-	1,030,293.00	100%	-
B-1.02	Bonding and Insurance	66,647.00	66,647.00	-	-	-	66,647.00	100%	-
B-1.03	Aerator Rehabilitation and Cleaning	114,481.00	114,481.00	-	-	-	114,481.00	100%	-
B-1.04	Existing Pipe Cleaning & Repainting	57,573.00	57,573.00	-	-	-	57,573.00	100%	-
B-1.05	Electrical Improvements, Complete	1,840,041.00	1,840,041.00	-	-	-	1,840,041.00	100%	-
B-1.06	Demolition of Exterior Infrastructure	32,732.00	32,732.00	-	-	-	32,732.00	100%	-
B-1.07	Demolition of Interior Infrastructure	90,300.00	90,300.00	-	-	-	90,300.00	100%	-
B-1.08	Building Improvements (Doors/Windows)	80,036.00	80,036.00	-	-	-	80,036.00	100%	-
B-1.09	Building Improvements (Interior Painting)	323,405.00	323,405.00	-	-	-	323,405.00	100%	-
B-1.10	First Floor Roof Membrane Replacement	174,179.00	174,179.00	-	-	-	174,179.00	100%	-
B-1.11	Skylight Replacement	48,568.00	48,568.00	-	-	-	48,568.00	100%	-
B-1.12	HVAC Improvements	148,128.00	148,128.00	-	-	-	148,128.00	100%	-
B-1.13	Plumbing Improvements	92,021.00	92,021.00	-	-	-	92,021.00	100%	-
B-1.14	Lab Improvements	21,099.00	21,099.00	-	-	-	21,099.00	100%	-
B-1.15	Hardness Monitoring Equipment and Meters	77,743.00	77,743.00	-	-	-	77,743.00	100%	-
B-1.16	Site Paving and Grading	58,690.00	58,690.00	-	-	-	58,690.00	100%	-
B-1.17	Fencing and Gates	58,513.00	58,513.00	-	-	-	58,513.00	100%	-
B-1.18	Misc. Site Improvements	148,846.00	148,846.00	-	-	-	148,846.00	100%	-
B-1.19	Exterior Piping Improvements	338,959.00	338,959.00	-	-	-	338,959.00	100%	-
B-1.20	Seeding, Fertilizer and Mulch	6,610.00	6,610.00	-	-	-	6,610.00	100%	-
B-1.21	Erosion Control	5,751.00	5,751.00	-	-	-	5,751.00	100%	-
BASE BID GROUP B - Gravity Filter System Improvements¹									
B-1.22	New Gravity Filter Equipment, Complete (Media/Wash Troughs/ Air Blower/ Control Panel/ Solenoid Panel / Instrumentation / Piping / Valves / Media Strainers)	693,132.00	693,132.00	-	-	-	693,132.00	100%	-
B-1.23	Gravity Filter Equipment Installation	45,979.00	45,979.00	-	-	-	45,979.00	100%	-
B-1.24	Electrical	25,200.00	25,200.00	-	-	-	25,200.00	100%	-

Progress Estimate - Lump Sum Work

Owner:	City of David City	Contractor's Application for Payment
Engineer:	JEO Consulting Group, Inc.	Owner's Project No.:
Contractor:	Velocity Constructors Inc.	Engineer's Project No.:
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686	Contractor's Project No.:
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686	

Item No.	Description	Application Period: From 09/30/25 to 02/01/26		E	F	G	H	I	
		C	D						Scheduled Value (\$)
BASE BID GROUP C - Reverse Osmosis¹									
B-1.25	CCRO and CIP Tank Skids (Equipment Only)			2,126,760.00	-	-	2,126,760.00	100%	-
B-1.26	CCRO and CIP Tank Skids (Installation)			7,208.00	-	-	7,208.00	100%	-
B-1.27	Existing Maintenance Facility Demolition			27,093.00	-	-	27,093.00	100%	-
B-1.28	RI Room Expansion, Block Construction			245,926.00	-	-	245,926.00	100%	-
B-1.29	New Existing Maintenance Facility Floor Pavement			3,174.00	-	-	3,174.00	100%	-
B-1.30	New Existing Maintenance Facility Roof			28,709.00	-	-	28,709.00	100%	-
B-1.31	Overhead Doors			22,781.00	-	-	22,781.00	100%	-
B-1.32	Access Doors			8,791.00	-	-	8,791.00	100%	-
B-1.33	Single Girder Bridge Crane & Hoist (Equipment Only)			20,361.00	-	-	20,361.00	100%	-
B-1.34	Single Girder Bridge Crane & Hoist (Installation)			12,387.00	-	-	12,387.00	100%	-
B-1.35	Below Grade CCRO Skid Piping, Complete			57,740.00	-	-	57,740.00	100%	-
B-1.36	Above Grade CCRO & CIP Skid Piping, Complete			129,743.00	-	-	129,743.00	100%	-
B-1.37	Electrical			10,080.00	-	-	10,080.00	100%	-
BASE BID GROUP D - Intermediate Cleanwell¹									
B-1.38	Intermediate Cleanwell Structural Concrete			170,506.00	-	-	170,506.00	100%	-
B-1.39	Cleanwell Hatches			15,613.00	-	-	15,613.00	100%	-
B-1.40	Vertical Turbine Pumps			113,608.00	-	-	113,608.00	100%	-
B-1.41	Degasser (Equipment Only)			112,153.00	-	-	112,153.00	100%	-
B-1.42	Degasser (Installation)			6,407.00	-	-	6,407.00	100%	-
B-1.43	Pump Building, Block Construction			116,781.00	-	-	116,781.00	100%	-
B-1.44	Stairs and Miscellaneous Metals			4,603.00	-	-	4,603.00	100%	-
B-1.45	Cleanwell Ladders			4,749.00	-	-	4,749.00	100%	-
B-1.46	Fluid Applied Exterior Membrane			103,757.00	-	-	103,757.00	100%	-
B-1.47	Intermediate Cleanwell Piping, Fittings, Valves, Meters, Complete			77,335.00	-	-	77,335.00	100%	-
B-1.48	Weir Plate and Weir Window			4,398.00	-	-	4,398.00	100%	-
B-1.49	Electrical			50,400.00	-	-	50,400.00	100%	-

Progress Estimate - Lump Sum Work **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. D311686 Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686	Owner's Project No.: Engineer's Project No.: 202024.00 Contractor's Project No.:
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Item No.	Description	Application Period: From		to		Application Date: 02/01/26		G	H	I
		C	D	E	F	G	H			
		Scheduled Value (\$)	(D + E) From Previous Application (\$)	Work Completed This Period (\$)	Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)		
BASE BID GROUP E - Chemical Feed System Improvements¹										
B-1.50	Chemical Feed System Improvements	149,305.00	-	-	-	149,305.00	100%	-		
B-1.51	Gas Chlorine System Improvements	62,365.00	-	-	-	62,365.00	100%	-		
B-1.52	Electrical	15,120.00	-	-	-	15,120.00	100%	-		
BASE BID GROUP F - Backwash Improvements¹										
B-1.53	Backwash Waste Pump and Piping Improvements, Complete	161,971.00	-	-	-	161,971.00	100%	-		
B-1.54	Proposed Manhole Improvements	1,551.00	-	-	-	1,551.00	100%	-		
B-1.55	Backwash Pit Access Hatch	3,727.00	-	-	-	3,727.00	100%	-		
B-1.56	Backwash Supply Pump and Piping Improvements, Complete	103,300.00	-	-	-	103,300.00	100%	-		
B-1.57	Electrical/Generator	252,000.00	-	-	-	252,000.00	100%	-		
Bid Alternate #1										
BA1-1	Gravity Filter Effluent Valve Replacement ¹	220,730.00	-	-	-	220,730.00	100%	-		
Bid Alternate #2										
BA2-1	Demolish Existing Upflow Clarifier Unit, Complete ¹	113,190.00	-	-	-	113,190.00	100%	-		
Original Contract Totals		\$ 10,343,448.00	\$ 10,343,448.00	\$ -	\$ -	\$ 10,343,448.00	100%	\$ -		
Change Orders										
CO-1	12" Underdrain Pipe	54,960.00	-	-	-	54,960.00	100%	-		
CO-2	Misc	84,742.51	-	-	-	84,742.51	100%	-		
CO-3	Misc	114,989.00	-	-	-	114,989.00	100%	-		
CO-4	Lights and Fence - Drive way	17,454.00	-	-	-	17,454.00	100%	-		
CO-5	-Aggregate/Sink/Trains & BPV+Delay	72,262.00	-	-	-	72,262.00	100%	-		
CO-6	Pump Overflow Landscaping and Overflow	68,810.25	-	-	-	68,810.25	100%	-		
CO-7	Painting	40,000.00	-	-	-	40,000.00	100%	-		
Change Order Totals		\$ 452,817.76	\$ 452,817.76	\$ -	\$ -	\$ 452,817.76	100%	\$ -		
Unit Price										
B2	Install Aggregate	15,215.00	-	-	-	15,215.00	100%	-		
B3	Final Cleanwell Roof	14,030.00	-	-	-	14,030.00	100%	-		
BA31	Install 6" Pavement	190,079.00	0	-	-	190,079.00	100%	-		
Original Contract and Change Orders		\$ 11,015,589.76	\$ 11,015,589.76	\$ -	\$ -	\$ 11,015,589.76	100%	\$ -		

¹ Sales Tax for Materials & Equipment Included

Progress Estimate - Unit Price Work													Contractor's Application for Payment			
Owner: City of David City Engineer: JRO Consulting Group, Inc. Contractor: Velocity Construction Inc. Project: 2022 Water Treatment Plant Upgrades, 2017 Project No. D311636 Contract: 2022 Water Treatment Plant Upgrades, 2017 Project No. D311636													Owner's Project No.: 202204.00 Engineer's Project No.: Contractor's Project No.:			
Application No.: 31													Application Date: 02/05/26			
Application Period: From 09/30/25 to 02/05/26																
A Bid Item No.	B Description	C Item Quantity	D Units	E Contract Information			F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)			
				Unit Price (\$)	Units	Value of Work Completed (\$)										
Original Contract																
Base Bid ¹																
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%	-				
BAS-1	Install 6" Concrete Pavement ¹	1,324.00	SF	143.55		190,079.00	1,324.00	190,079.00		190,079.00	100%	-				
				Original Contract Totals \$		219,324.00	\$ 219,324.00		\$ -		100%	\$ -				
Original Contract and Change Orders																
				Project Totals \$		219,324.00	\$ 219,324.00		\$ -		100%	\$ -				

¹ Sales Tax for Materials & Equipment Included

Contractors Application for Payment

Owner: City of David City
 Engineer: BDO Consulting Group, Inc.
 Contractor: Velocity Construction Inc.
 Project: 2022 Water Treatment Plant Upgrades, SEE Project No. 00116086
 Contract: 2022 Water Treatment Plant Upgrades, SEE Project No. 00116086
 Owner's Project No.: 2020204.00
 Engineer's Project No.:
 Contractor's Project No.:

Application No.: 31		Application Period: From 08/30/25 to 02/01/26										Application Dates: 02/01/26	
A	B	C	D	E	F	G	H	I	J	K	L	M	
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. Within Materials Placed in Storage	Previous Amount Stored (\$)	Materials Stored Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Incorporated in Work Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (I-K) (\$)	
B-1-19	5894931		Yard Pipe	On Site	3	36,399.00	-	36,399.00	36,399.00	36,399.00	36,399.00	-	
B-1-19	5894108		Yard Pipe	On Site	4	3,033.85	-	3,033.85	3,033.85	3,033.85	3,033.85	-	
B-1-19	5839076		Yard Pipe	On Site	4	4,684.63	-	4,684.63	4,684.63	4,684.63	4,684.63	-	
B-1-19	835125		Yard Pipe	On Site	4	6,039.39	-	6,039.39	6,039.39	6,039.39	6,039.39	-	
B-1-19	896807		Yard Pipe	On Site	4	23,979.17	-	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	29,725.95	-	
B-1-20 & 30			Rebar	On Site	4	33,900.00	-	33,900.00	33,900.00	33,900.00	33,900.00	-	
B-1-19	7241154		Yard Pipe	On Site	5	370.34	-	370.34	370.34	370.34	370.34	-	
B-1-19	7208997		Yard Pipe	On Site	5	520.82	-	520.82	520.82	520.82	520.82	-	
B-1-19	7063762		Yard Pipe	On Site	5	1,012.90	-	1,012.90	1,012.90	1,012.90	1,012.90	-	
B-1-24,37,49,52,57	Pay App 2		Electrical Fixtures	On Site	5	30,708.14	-	30,708.14	30,708.14	30,708.14	30,708.14	-	
B1-56	0802596-IN		Electric Pump	On Site	6	26,934.00	-	26,934.00	26,934.00	26,934.00	26,934.00	-	
B1-47	34604		WetWell Valves PTV	On Site	7	27,865.08	-	27,865.08	27,865.08	27,865.08	27,865.08	-	
B1-43	26123		Micro Metals Decking	On Site	7	5,000.00	-	5,000.00	5,000.00	5,000.00	5,000.00	-	
B-1-57	13 Invoice		Electrical	On Site	7	112,151.76	-	112,151.76	112,151.76	112,151.76	112,151.76	-	
B-1-22	92500		WetTech	Submittal	7	22,224.99	-	22,224.99	22,224.99	22,224.99	22,224.99	-	
B1-31	228627		Overhead Doors	On Site	8	17,000.00	-	17,000.00	17,000.00	17,000.00	17,000.00	-	
B-1-19	B Invoice		Yard Pipe	On Site	9	15,646.65	-	15,646.65	15,646.65	15,646.65	15,646.65	-	
B-1-47	Material		Air Vnc	On Site	9	3,462.69	-	3,462.69	3,462.69	3,462.69	3,462.69	-	
B-1-53	1 Invoice		Ironite Pipe	On Site	9	23,997.29	-	23,997.29	23,997.29	23,997.29	23,997.29	-	
B-1-17	7897108		Large Fence	On Site	9	21,500.00	-	21,500.00	21,500.00	21,500.00	21,500.00	-	
B-1-40	HDA		Vertical Turbine Pumps	On Site	10	85,940.88	-	85,940.88	85,940.88	85,940.88	85,940.88	-	
B-1-05	Material		Core Valves	On Site	10	145,249.80	-	145,249.80	145,249.80	145,249.80	145,249.80	-	
B-1-22	Material		Core Valves	On Site	10	20,930.00	-	20,930.00	20,930.00	20,930.00	20,930.00	-	
B-1-22	Material		Blower	On Site	10	6,053.55	-	6,053.55	6,053.55	6,053.55	6,053.55	-	
B-1-25	Gummy		Soft Case Pump	On Site	11	50,000.00	-	50,000.00	50,000.00	50,000.00	50,000.00	-	
B1-67	B Invoice		Piping	On Site	11	18,227.00	-	18,227.00	18,227.00	18,227.00	18,227.00	-	
B-1-50	Gummy		Chem Feed	On Site	11	29,798.29	-	29,798.29	29,798.29	29,798.29	29,798.29	-	
B-1-22	WetTech		Trough	On Site	12	113,869.00	-	113,869.00	113,869.00	113,869.00	113,869.00	-	
B-1-56	Material		Valves	On Site	12	103,664.94	-	103,664.94	103,664.94	103,664.94	103,664.94	-	
B-1-56	3 Invoice		Ironite Piping	On Site	12	7,651.85	-	7,651.85	7,651.85	7,651.85	7,651.85	-	
B-1-22	94231		Filter Backab - WetTech	On Site	12	34,824.08	-	34,824.08	34,824.08	34,824.08	34,824.08	-	
B-1-22	3522		WetWell - Valves	On Site	13	187,247.48	-	187,247.48	187,247.48	187,247.48	187,247.48	-	
B-1-19	35489		WetWell - Valves	On Site	13	90,506.40	-	90,506.40	90,506.40	90,506.40	90,506.40	-	
B-1-19	35608		WetWell - Valves	On Site	13	24,828.20	-	24,828.20	24,828.20	24,828.20	24,828.20	-	
B-1-36	10 Inv		Core and Main - Piping	On Site	13	44,019.10	-	44,019.10	44,019.10	44,019.10	44,019.10	-	
B-1-11	Pay App 1		Skylight	On Site	13	39,821.77	-	39,821.77	39,821.77	39,821.77	39,821.77	-	
B1-18,46,45,68,842-1	Pay App		Micro Metals Decking	On Site	14	24,882.00	-	24,882.00	24,882.00	24,882.00	24,882.00	-	
BAC-1	35785		Valves	On Site	14	45,000.00	-	45,000.00	45,000.00	45,000.00	45,000.00	-	
B-1-19	CI 430085		RCP	On Site	14	90,000.00	-	90,000.00	90,000.00	90,000.00	90,000.00	-	
B-1-26	LF50028		Piping	On Site	14	2,671.00	-	2,671.00	2,671.00	2,671.00	2,671.00	-	
B-1-05	11766		Structural	On Site	14	6,933.25	-	6,933.25	6,933.25	6,933.25	6,933.25	-	
B-1-53	2213-12500		Valves	On Site	14	13,819.66	-	13,819.66	13,819.66	13,819.66	13,819.66	-	
B-1-08	Pay App		Micro Metals Decking	On Site	14	30,555.80	-	30,555.80	30,555.80	30,555.80	30,555.80	-	
B-1-26			Check Valves	On Site	15	40,000.00	-	40,000.00	40,000.00	40,000.00	40,000.00	-	
B-1-26			Check Valves	On Site	15	15,817.55	-	15,817.55	15,817.55	15,817.55	15,817.55	-	

Stored Materials Summary												
Contractor's Application for Payment												
Owner: City of David City Engineer: BDO Consulting Group, Inc. Contractor: Velocity Construction Inc. Project: 2022 Water Treatment Plant Upgrades, SRF Project No. 00116085 Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. 00116085												
Owner's Project No.: 2020204.00 Engineer's Project No.: Contractor's Project No.:												
Application No.: 31												
Application Period: From 06/30/25 to 02/01/26												
A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submitted No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	G Materials Stored		I Amount Stored to Date (G + H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J + K) (\$)	M Materials Remaining in Storage (I - L) (\$)
						H Amount Stored this Period (\$)	J Amount Previously Incorporated in the Work (\$)					
B-1-25			80 Submersal	Submersals	15	182,064.25	182,064.25	182,064.25	182,064.25	182,064.25	182,064.25	-
B-1-34			Flange Cabinets	Crests	15	33,159.93	33,159.93	33,159.93	33,159.93	33,159.93	33,159.93	-
B1-36			Check Valves	Crests	16	15,817.55	15,817.55	15,817.55	15,817.55	15,817.55	15,817.55	-
B1-05			Programing	Crests	16	42,045.13	42,045.13	42,045.13	42,045.13	42,045.13	42,045.13	-
B1-36			Piping	Crests	16	5,042.67	5,042.67	5,042.67	5,042.67	5,042.67	5,042.67	-
B1-36			SD Piping	Crests	18	15,316.81	15,316.81	15,316.81	15,316.81	15,316.81	15,316.81	-
Totals						\$	1,954,895.58	\$	1,954,895.58	\$	1,954,895.58	\$

The Council received a presentation on a proposed playground project at the ballfields, led by Recreation Director William Reiter in coordination with the Friends of David City. The playground was originally planned under a prior grant, but was not completed due to insufficient funding. The Friends of David City group is now independently pursuing funding through donations and grant opportunities, with no direct city funding currently budgeted. The proposed location is between Fields 2 and 3, selected for accessibility, visibility for parents, and reduced safety risks from foul balls. Preliminary estimates place the playground cost at approximately \$60,000-\$75,000, with potential expansion up to \$100,000 depending on design enhancements and added features such as ground cover. Additional grant funding may be available to match local fundraising efforts, increasing the overall project scope. The city may assist with installation to reduce costs, but the project remains primarily community-funded. Further plans and designs are still being evaluated.

The Friends of David City/ Summerfest Committee, represented by Monica Heller, asked the City Council to consider waiving or reducing rental fees for the David City Auditorium. Mrs. Heller explained that the event is a nonprofit, community-focused festival funded by donations, vendor fees, and limited grants, with proceeds covering event costs and supporting future festivals.

Council Member Kevin Woita made a motion to waive the rental fees for the David City Auditorium for The Friends of David City/ Summerfest Committee for the Summerfest Activities on June 6, 2026. Council Member Bruce Meysenburg 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.

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REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.



NAME: Monica Heller

ADDRESS: 221 S 7th St David City NE 68632

TELEPHONE #: 402 3641 2769

EMAIL ADDRESS: forjoy65@yahoo.com

DATE OF REQUEST: 4/7/26

DESCRIPTION: The Friends of David City / Summer Fest Committee is requesting waiving fees OR offering Reduced Rent for The David City Auditorium lower level (\$500⁰⁰) upper level (\$300⁰⁰) for The Summer Fest activities, on June 6, 2026

Deadline for City Council Agenda Items is six (6) days prior to the next meeting. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled meeting.

OFFICE USE ONLY

Request Forwarded to City Staff Forwarded to: Council Date Completed: 4/7/26

Action Taken: Council action made to waive rental fees for the auditorium for SummerFest Activities on June 6, 2026. Motion made by Kevin Wolff seconded by Bruce Meitzenburg. Motion carried. Ayes: 12, Nays: 0.

Request Scheduled for City Council Meeting Date of Meeting: 4-22-26

Jan Mathett, City Clerk-Treasurer

Jessica Miller

The City Council considered a request from the Friends of David City/Summerfest Committee to waive street-use permit fees associated with event activities. The permits are primarily for temporary street closures near the auditorium and park area, including a short closure for a fire department "bouncy ball drop." Although the fee is minimal (\$10), the committee requested the waiver to help offset event costs.

Council Member Bruce Meysenburg made a motion to approve waiving the fees for four street use permits for the Friends of David City/Summerfest Committee for the Summerfest Activities on June 6, 2026. Council Member Jeremy Abel 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.

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REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.



NAME: Monica Heller

ADDRESS: 221 S 7th St David City NE 68632

TELEPHONE #: 402 641 2769

EMAIL ADDRESS: forjoy65@yahoo.com

DATE OF REQUEST: 4/7/26

DESCRIPTION: The Friends of David City / Summerfest Committee is requesting waiving the fees for Street use permit for Summerfest activities on Saturday June 6, 2026

4 Permits @ \$10.00 = \$40 Total

Deadline for City Council Agenda Items is six (6) days prior to the next meeting. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled meeting.

OFFICE USE ONLY

Request Forwarded to City Staff Forwarded to: Council Date Completed: 4/7/26
Action Taken: Council Action made to waive Street Use permits for 4 Permits for Summerfest Activities on June 6, 2026, motion made by Bruce Meisenburg Seconded by Jeremy Abel motion Carried. Ayes: 6, Nays: 0.

Request Scheduled for City Council Meeting Date of Meeting: 4-22-26
Spurmatkott, City Clerk - Treasurer Jessica Miller

The City Council discussed a request from the Friends of David City/ Summerfest Committee to allow alcohol consumption within a fenced area outside the David City Auditorium during Summer Fest on June 6, 2026. The request pertains to a designated beer garden area for the street dance, which would be monitored for safety and compliance.

After discussion, it was determined that the request likely requires a properly structured permit rather than waiving an ordinance. Due to the need for clarification on legal and licensing details, including potential impacts on existing liquor licenses, the Council voted to table the item until the next meeting for further review and proper wording.

Council Member Keith Marvin made a motion to table the request from the Friends of David City/Summerfest Committee to waive the City Ordinance to allow alcohol within the fenced-in area of the David City South Auditorium parking lot. 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.

The City Council considered a contract for an independent financial consultant to review internal procedures and policies, particularly in response to audit findings. The agreement sets compensation at \$75 per hour, with a limit of 20 hours per week unless additional time is approved by the City. The consultant's role is to provide an independent, transparent review of city processes and recommend improvements. Council discussion emphasized the importance of transparency and accountability, especially in addressing audit concerns within a required six-month timeframe. It was noted that the consultant's rate is significantly lower than typical forensic auditing services, and the contract may be terminated at any time if no longer needed.

Council Member Bruce Meysenburg made a motion to approve a contract with John Kopecky as an Independent Consultant to evaluate, including, but not limited to, internal procedures and policies. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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INDEPENDENT CONSULTING AGREEMENT

This **INDEPENDENT CONSULTING AGREEMENT** (this "**Agreement**") is effective as of April 22nd, 2026 (the "**Effective Date**"), and is by and between **THE CITY OF DAVID CITY, NEBRASKA**, a municipal corporation and city of the second class ("**City**") and **JOHN KOPECKY**, an individual ("**Contractor**"). This Agreement refers to City and Contractor individually each as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, City desires to engage Contractor as an independent contracting consultant to provide financial and accounting assistance to City; and

WHEREAS, City and Contractor desire to provide the terms and conditions under which Contractor shall provide such services to City as an independent contractor.

NOW, THEREFORE, in consideration of the foregoing recitals which the Parties incorporate herein and for other good and valuable consideration the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. **Term**. This Agreement shall be in effect from the Effective Date until either Party terminates this Agreement (the "**Term**"). Either Party may terminate this Agreement, for any reason, via written notice to the other Party.
2. **Scope of Services**. City is engaging Contractor's services expressly and exclusively for providing financial and accounting consulting services to City. This includes, without limitation, performing audits, reviewing accounting records, analyzing financial and accounting records and data, and preparing and maintaining records and reports, as requested by City. City may specify or may agree with Contractor regarding the quality, nature, and time of the service Contractor shall render or perform, but City shall not have control over the specific manner or means by which Contractor shall perform, which Contractor shall determine in Contractor's professional judgment. Contractor's point of contact with the City, and City's authorized agent hereunder to whom all communications shall be directed, is the City Administrator of City or their designee(s).
3. **Contract Fees**. For services Contractor renders to City under this Agreement, City shall pay Contractor Seventy-Five and 00/100 Dollars (\$75.00) per hour. Contractor shall work no more than twenty (20) hours per week without the prior written consent of City. Contractor shall submit to City a monthly invoice for the hours Contractor worked during the preceding month. City shall pay Contractor for services it renders within thirty (30) days of receiving an invoice. The foregoing shall constitute the only compensation from City to Contractor.
4. **Insurance**. During the Term of this Agreement, Contractor shall maintain any professional liability or other insurance required to be carried by Contractor under applicable law with respect to Contractor's work hereunder.
5. **Independent Contractor**. The Parties expressly that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Agreement shall create the relationship of employer and employee between City and Contractor or between City and any employee or agent of Contractor. This Agreement is not

exclusive. Contractor shall retain the right to perform services for others during the term of this Agreement, and City shall retain the right to obtain the same or similar services from other parties.

City shall have no obligation to pay employment taxes on or make withholdings in connection with compensation paid to Contractor or paid by Contractor to Contractor's employees or agents, but shall report all fees paid to Contractor to the IRS as pertinent law requires. Contractor shall pay all taxes related to the compensation it receives from City or that Contractor pays its employees or agents, if any. Contractor shall indemnify City against any taxes, liabilities, penalties, or costs incurred by City should Contractor fail to do so. City shall not reimburse Contractor for, or provide Contractor or Contractor's employees or agents with, any form of insurance benefits, pension benefits, vacation or holiday benefits, or any other benefits or expenses whatsoever.

6. **Proprietary Rights.** During the Term, Contractor will have access to certain confidential and propriety information of City ("**Confidential Information**"). Confidential Information shall include all information relating to City's operations, services, assets, programs, publications, research, development, finances, accounts, and any materials developed or prepared for City pursuant to this Agreement, if any. During and after the Term, Contractor shall not disclose any Confidential Information to any person, or permit any person to use, examine or reproduce Confidential Information, without City's express written consent, unless such Confidential Information has become public knowledge through means other than breach of this Agreement or disclosure is required by applicable law.

All materials, inventions, work papers, documents, reports, procedures, methods, concepts, and other work product of any kind that Contractor generates, develops, conceives, or works on under this Agreement are works made for hire for City, are the property of City, and all right, title and interest therein shall vest exclusively in City. Contractor agrees to fully cooperate with City, at City's expense, during and after the term of this Agreement, in perfecting City's right and title to such works. All information, documents, data and materials furnished to Contractor by City are and shall remain the property of City. Upon the expiration or termination of this Agreement, Contractor shall return to City all Confidential Information and work product in Contractor's possession.

7. **Notices.** Any notice this Agreement requires a Party to provide shall be deemed to have been sufficiently given when delivered in person or via electronic mail.

8. **No Assignment.** Neither Party may assign this Agreement without the other Party's express prior written approval.

9. **Amendment.** The Parties may only amend this Agreement by executing a written amendment. No course of dealing or trade usage between the parties shall be effective to supplement, amend, modify or alter this Agreement.

10. **No Waiver.** The failure to enforce or to require the performance at any time of any of the provisions of this Agreement shall not constitute a waiver of such provisions, and shall not affect either the validity of this Agreement or any part hereof or the right of either Party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

11. **Governing Law.** The laws of the State of Nebraska shall govern this Agreement.

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties as to the subject matter hereof.

13. **Counterparts.** The Parties may execute this Agreement in any number of counterparts.

14. **Severability.** If a court of competent jurisdiction declares any provision of this Agreement unenforceable or invalid, the remaining terms of this Agreement shall remain in full force and effect.

15. **Licensure.** Contractor represents and warrants it holds and shall maintain all requisite certifications and licensure to provide the services under this Agreement. Contractor shall indemnify and hold City harmless from all damages relating to, directly or indirectly, Contractor's failure to maintain the certifications and licensure required to perform Contractor's services under this Agreement. Contractor shall, on or before the Effective Date, and upon City's request, furnish City evidence of Contractor having said requisite certifications and licensure.

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

CITY:

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

By: *Jessica Miller*
Jessica Miller, Mayor

Date: 4-22-26

ATTEST: *Lori Matchett*
Lori Matchett, City Clerk



CONTRACTOR:

John Kopecy
JOHN KOPECKY (an individual)

Date: 4/23/2026

The City Council discussed the potential creation of a new city staff position intended to address workload distribution, improve compliance with audit findings, and enhance separation of duties within city operations. The proposed role is still under development, with a job description that includes a wide range of responsibilities, such as administrative support and possibly building-permit functions. It was noted that the position could replace an existing vacancy. The discussion also highlighted the importance of ensuring clarity of duties and avoiding potential conflicts of interest. Based on recommendations, the Council voted to table the item until a future meeting (May 20, 2026) to allow for further refinement of the job description and responsibilities before making a final decision.

Council Member Rick Holland made a motion to table consideration of hiring a Human Resources clerk until May 20, 2026. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council Member Jim Angell made a motion to reappoint Judy Vanis to the David City Housing Authority Board for a five-year term beginning 5-2026 and ending 5-2031. 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.

DAVID CITY HOUSING AUTHORITY BOARD		
TERM SPECIFICS:		
Number of Members:		
Term:	5 YEAR	
Eligible for re-appointment?	Yes	
NAME	BEGAN TERM	TERM ENDS
ALLEN STEINBERGER	5-10-23	5-2028
JUDY VANIS	5-2026	5-2031
MARLENE HEIN	5-2020	5-2030
DONNA BEHRNS	5-2024	5-2029
RICK PROCHASKA	1-10-2024	5-2027

Council Member Kevin Woita made a motion to reappoint Nick Hein, Andrew Holloway and Planning Commission Liaison Jim Masek to the Board of Zoning Adjustment for a three-year term beginning 5-2026 and ending 5-2029. 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.

BOARD OF ZONING ADJUSTMENT		
TERM SPECIFICS:		
Number of Members:	5 APPOINTED MEMBERS	
Term:	3 year terms	
Eligible for re-appointment?	Yes	
NAME	BEGAN TERM	TERM ENDS
ROGER COMTE	7-2024	7-2027
NICK HEIN	5-2026	5-2029
JIM MASEK-PLANNING COMMISSION LIASON	5-2026	5-2029
ALLEN STEINBERGER	7-2024	7-2027
ANDREW HOLLOWAY	5-2026	5-2029
MICHAEL BURESH- ALTERNATE	10-23-24	3-2027

Council Member Bruce Meysenburg made a motion to appoint Jason Harms and reappoint Trevor Plessel, Planning Commission Member Bob Hilger, and Airport Manager Chris Kroesing to the Airport Advisory Board for a three-year term beginning 5-2026 and ending 5-2029. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council Member Rick Holland made a motion to appoint Council Member Kevin Woita and Jeremy Abel to the Employee Committee. 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.

AIRPORT ADVISORY BOARD		
TERM SPECIFICS:		
Number of Members:	5 APPOINTED MEMBERS TOTAL	
Term:	3-year terms	
Eligible for re-appointment?	Yes	
NAME	BEGAN TERM	TERM ENDS
KEVIN WOITA – COUNCIL MEMBER	2-12-2025	5-2028
BRUCE MEYSENBURG – COUNCIL MEMBER	2-12-2025	5-2028
JASON HARMS - PILOT	5-2026	5-2029
TREVOR PLESSSEL - PILOT	5-2026	5-2029
BOB HILGER - PLANNING COMMISSION MEMBER	5-2026	5-2029
CHRIS KROESING-AIRPORT MANAGER	5-2026	5-2029

Council Member Jim Angell made a motion to appoint Council Member Bruce Meysenburg and Rick Holland to the Safety Committee. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

The City Council discussed a potential wage adjustment for Interim Deputy Clerk Rachel Kahnk due to increased responsibilities. It was noted that similar adjustments have been made in the past when employees have taken on additional duties. Rather than setting an amount immediately, the Council requested that the City Administrator, City Administrator Intern, and City Clerk review and provide a recommendation.

Council Member Keith Marvin made a motion to table consideration of the hourly wage for Interim Deputy Clerk Rachel Kahnk. Council Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Abstain (With Conflict), Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 5, Nay: 0, Abstain (With Conflict): 1.

Council Member Kevin Woita made a motion to adjourn at 7:51 p.m. 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.

CERTIFICATION OF MINUTES

April 22, 2026

I, Lori Matchett, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of April 22, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Lori Matchett, City Clerk