

CITY COUNCIL PROCEEDINGS

August 12, 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 Members Jeremy Abel, Jim Angell, Rick Holland, Keith Marvin, Kevin Woita, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, City Clerk - Treasurer Lori Matchett, Account Clerk Elizabeth Parker, Police Chief Marla Schnell, Power Plant Supervisor John Smaus, Water Operator Daniel Sobota, Recreation Director William Reiter, Marlene Hein, Deb Dinkelman, Monica Heller, and Ethan Joy of JEO Consulting Group. City Attorney David Levy and Michael Fehr of Fehr Solutions attended via Zoom. Council Member Bruce Meysenburg was absent.

The meeting opened with the Pledge of Allegiance.

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

Council Member Jim Angell made a motion to approve the minutes of the July 20-21, 2026, July 22, 2026, and August 5, 2026 meetings 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: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

Council Member Rick Holland made a motion to approve payment of claims with corrections to the Amazon claims and the Nebraska Department of Agriculture. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

Council Member Kevin Woita made a motion to approve the claim to D-Sign Shop. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

Butler County Development Board: The Board met with no significant new developments to report. Nebraska Public Power District (NPPD) discussed conducting a study of individuals coming into the community based on zip code data. Daycare needs continue to be discussed. Congressman Mike Flood recently visited the community and

Safety Committee: The committee met and received information regarding updating its bylaws and records which have not been updated since approximately 1992. The committee will meet again on the 18th to continue the process.

Airport Committee: The committee met with Eric Johnson from Kirkham Michael, the City's airport consultant, for a pre-construction meeting. Patching, repairs, and crack sealing are scheduled to begin the following Monday. The airport is expected to be closed for approximately one month during construction.

Sidewalk Committee: The committee discussed continuing sidewalk and curb improvements from north to south, with an emphasis on ADA accessibility. Approximately \$25,000 is allocated annually for sidewalk improvements, with work continuing as funding allows. The committee also discussed a possible sidewalk or trail connection to the ballfields. Property-owner responsibilities and enforcement of existing sidewalk requirements were discussed, including the need to address properties where sidewalks were not previously installed. The width and possible connection of the existing sidewalk/trail to the City's broader trail system were also discussed.

Tree Board: Discussion included removing or trimming trees interfering with transmission lines. Some trees exceed the City's available equipment capabilities, and contracting the work may be necessary.

Downtown Revitalization Committee: The committee met and approved Bob Wright's project for funding toward new windows and roof improvements. The project appears later on the agenda for Council consideration.

Council Member Keith Marvin made a motion to accept the committee and office reports, Butler County Development Board, Safety Committee updates, Airport Advisory Board updates, and Sidewalk Committee updates. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

Michael Fehr of Fehr Solutions, introduced himself, presented a proposal to provide consulting services for the City's water treatment plant. Fehr Solutions specializes in optimizing closed-circuit reverse osmosis (CCRO) systems and does not sell chemicals or equipment. Michael Fehr explained that the firm would assist City staff with optimizing the overall treatment process, including water recovery, chemical usage, membrane cleaning, and operating costs. A technician would visit approximately every two weeks, with Michael Fehr providing quarterly oversight. Fehr Solutions currently provides similar services for systems in Nebraska and other Midwestern states. Discussion included opportunities to reduce chemical and membrane-cleaning costs and improve the City's current water recovery rate. Fehr noted that the City's CCRO system is currently operating at approximately 75% recovery and that comparable systems may achieve higher recovery rates. Council also discussed the potential for cost savings to offset the consulting fee.

Council Member Keith Marvin made a motion to approve a 1-year service and consulting contract with Fehr Solutions, LLC. Council Member Kevin Woita seconded

the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.



Fehr Solutions, LLC

Water Treatment Services and Consulting

July 13th, 2026

Lori Matchett, CMC
City Clerk - Treasurer
490 E Street, P.O. Box 191
David City, NE 68632

Ms. Matchett,

Fehr Solutions is proposing the following service for the David City Closed Circuit Reverse Osmosis System.

As we discussed last week our services are to provide water treatment chemistry expertise in the pretreatment and the CCRO systems. This work provides insight into the reliable and long-term operation of the system and allows the system to be less reactive and more predictive. Our on-sight work will include:

- 1) Twice monthly on-site visits by a Fehr Solutions technician. During these visits Fehr Solutions will
 - a. Collect samples from the wells, the incoming blended water, the pretreatment process and then from each CCRO system.
 - b. Some basic water chemistry will be performed on site (pH, conductivity) while most of the water chemistry will be performed at our lab in Naperville via ICP-OES (Inductively Coupled Plasma – Optical Emission Spectroscopy)
 - i. Water chemistry that will be done via ICP-OES is Ca, Mg, Fe, Cu, S, P, B, Mo, K, Mn, Al and As.
 - c. Collect on-site information from the system (fouling factors, pressures, conductivity, flows)
- 2) This data will be used to develop performance models on both the pretreatment and the CCRO systems.
 - a. This will allow us to determine which elements are limiting increases in recovery
 - b. This will allow us to predict how quickly a unit may foul
 - c. This will allow us to predict which clean in place chemistry will be most effective.
 - d. This data will be presented as a report with recommendations.
- 3) Fehr Solutions will oversee clean in place when a CIP is necessary.
 - a. Chemistry dosage calculations and chemistry checks (after cleaner is added).

- b. Chemistry type recommendations (low pH, high pH).
 - c. Cleaning effectiveness
 - i. Cleaning solutions are chemically analyzed to determine which materials are being removed to help us further improve chemistry and recovery.
- 4) Operational Cost reductions
- a. Fehr Solutions assists our clients in reducing chemical costs by finding the lowest cost chemicals that achieve the best performance
 - i. Antiscalant – dosages and costs
 - ii. Cleaners for CIP – where can commodity chemistries at far lower cost be utilized versus specialty chemicals.
 - iii. Many of our clients can achieve 25% savings in chemistry through an improved procurement management and dosage.
 - 1. Fehr Solutions works with the site to achieve.

Our costs for these services are \$20,100/year billed monthly at \$1,675/month or \$5,025/quarter.

We look forward to working with David City and maximizing the performance of the system.

Please let me know if you have any questions or concerns,

Best regards,

Michael Fehr, Ph.D.
Technical Manager
Fehr Solutions, LLC
630-992-0556

The Recreation Director, William Reiter, provided an update on the ball field project, reporting that the project is substantially complete and that Nemaha Sports Construction has done a good job. Fencing has been installed, the field has been graded and shaped, drainage is functioning, and approximately nine tons of infill material has been placed and worked into the fields. Approximately three tons remain for top dressing.

The irrigation system is nearing completion, with seeding and installation of the bases for the new light fixtures remaining. Council reviewed and discussed the pay application, contract amount, change orders, retainage, previous payments, and remaining balance.

Council Member Keith Marvin made a motion to approve Pay Application No. 2 for Nemaha Sports Construction, LLC, in the amount of \$75,654.00 for the David City Youth Ballfield updates. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

AIA Type Document

Application and Certification for Payment

Page 1 of 3

TO (OWNER): City of David City
490 E Street
David City, NE 68632

PROJECT: David City Youth Ballfield
490 E Street
David City, NE 68632

DISTRIBUTION TO:
- OWNER
- ARCHITECT
- CONTRACTOR

APPLICATION NO: 2
PERIOD TO: 7/31/2026

FROM (CONTRACTOR): Nemaha Sports Construction LLC
541 S 1st ST
Lincoln, NE 68508

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: David City Youth Ballfield

CONTRACT DATE: 5/4/2026

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 186,707.00
2. Net Change by Change Orders \$ -5,431.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 181,276.00
4. TOTAL COMPLETED AND STORED TO DATE \$ 164,190.00

5. RETAINAGE:

a. 10.00% of Completed Work \$ 16,419.00
b. 0.00% of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 16,419.00

6. TOTAL EARNED LESS RETAINAGE \$ 147,771.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 72,117.00

8. CURRENT PAYMENT DUE \$ 75,654.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 33,505.00

By: 

State of: NE

County of: Lancaster

Subscribed and Sworn to before me this 23rd

Notary Public: Kelly M. Booth

My Commission Expires: 11-14-26

Date: 7/23/2026



Day of July 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	-5,431.00
TOTALS	0.00	-5,431.00
NET CHANGES by Change Order		-5,431.00

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of David City 490 E Street David City, NE 68632	PROJECT: David City Youth Ballfield 490 E Street David City, NE 68632	APPLICATION NO: 2 PERIOD TO: 7/31/2026	DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR
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FROM (CONTRACTOR): Nemaha Sports Construction LLC 541 S 1st ST Lincoln, NE 68508	VIA (ARCHITECT):	ARCHITECT'S PROJECT NO:
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CONTRACT FOR: David City Youth Ballfield **CONTRACT DATE:** 5/4/2026

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	6,315.00	3,315.00	3,000.00	0.00	6,315.00	100.00	0.00	631.50
2	Mobilization	4,372.00	4,372.00	0.00	0.00	4,372.00	100.00	0.00	437.20
3	SWPPP BMPs & Maintenance	3,560.00	2,560.00	0.00	0.00	2,560.00	71.91	1,000.00	256.00
4	Survey & Layout (Allowance)	4,000.00	2,000.00	2,000.00	0.00	4,000.00	100.00	0.00	400.00
5	Strip & Respread Topsoil	7,210.00	0.00	7,210.00	0.00	7,210.00	100.00	0.00	721.00
6	Earthwork	44,496.00	44,496.00	0.00	0.00	44,496.00	100.00	0.00	4,449.60
7	Chainlink Backstop	18,780.00	0.00	18,780.00	0.00	18,780.00	100.00	0.00	1,878.00
8	6" Galvanized Sideline & Outfield Fence	23,364.00	0.00	23,364.00	0.00	23,364.00	100.00	0.00	2,336.40
9	10" Galvanized Chainlink Dugout	8,400.00	0.00	8,400.00	0.00	8,400.00	100.00	0.00	840.00
10	Concrete Dugout Floors	5,300.00	0.00	5,300.00	0.00	5,300.00	100.00	0.00	530.00
11	4" Infield Mix	23,387.00	23,387.00	0.00	0.00	23,387.00	100.00	0.00	2,338.70
12	Clay Batters Boxes	3,340.00	0.00	3,340.00	0.00	3,340.00	100.00	0.00	334.00
13	Outfield Seed	4,375.00	0.00	0.00	0.00	0.00	0.00	4,375.00	0.00
14	Outfield Irrigation	9,527.00	0.00	9,527.00	0.00	9,527.00	100.00	0.00	952.70
15	Site Restoration, Fine Grade & Seeding Outside Fields	8,250.00	0.00	0.00	0.00	0.00	0.00	8,250.00	0.00
16	1EA Base Set, Anchors, Home Plate & Pitching Rubber	2,067.00	0.00	0.00	0.00	0.00	0.00	2,067.00	0.00
17	Final Cleaning & Turnover	1,394.00	0.00	0.00	0.00	0.00	0.00	1,394.00	0.00
18	Speed Rotors for Infield	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00	0.00	500.00
19	Irrigation Outside Fields	3,570.00	0.00	3,570.00	0.00	3,570.00	100.00	0.00	357.00

AIA Type Document									
Application and Certification for Payment								Page 3 of 3	
TO (OWNER): City of David City 490 E Street David City, NE 68632			PROJECT: David City Youth Ballfield 490 E Street David City, NE 68632			APPLICATION NO: 2 PERIOD TO: 7/31/2026		DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR	
FROM (CONTRACTOR): Nemaha Sports Construction LLC 541 S 1st ST Lincoln, NE 68508			VIA (ARCHITECT):			ARCHITECT'S PROJECT NO:			
CONTRACT FOR: David City Youth Ballfield						CONTRACT DATE: 5/4/2026			
ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
20	CO 1: deduct batters box clay and infield forming	-5,431.00	0.00	-5,431.00	0.00	-5,431.00	100.00	0.00	-543.10
REPORT TOTALS		\$181,276.00	\$80,130.00	\$84,060.00	\$0.00	\$164,190.00	90.57	\$17,086.00	\$16,419.00

Ethan Joy, JEO Consulting, provided an update on the wastewater treatment plant project. The project is nearing completion, with the new SBR's and Headworks operational, electrical work completed, and grading for the flood-protection berm substantially complete. The storage building is complete, and the lower building is nearly finished. Remaining work includes minor sidewalk and grading work between the SBRs. Project completion is anticipated within approximately two months. Payment of \$116,013.50 was recommended. It was noted that approximately \$116,000 of work remains and that nearly \$900,000 is being held in retainage. Council was also reminded that the project is funded through SRF funding.

Council Member Kevin Woita made a motion to approve Pay Application No. 29 for BRB Contractors, Inc. in the amount of \$116,137.50 for the David City Wastewater Treatment Plant Upgrades. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

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Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	251034.00
Contractor:	BRB Contractors, Inc.	Contractor's Project No.:	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		
Application No.:	29	Application Date:	7/27/2026
Application Period:	From 6/24/2026	to	7/27/2026

1. Original Contract Price	\$ 16,882,000.00
2. Net change by Change Orders	\$ 1,433,385.88
3. Current Contract Price (Line 1 + Line 2)	\$ 18,315,385.88
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 18,009,266.56
5. Retainage	
a. 5% X \$ 17,926,063.44 Work Completed =	\$ 896,303.17
b. 5% X \$ 83,203.12 Stored Materials =	\$ 4,160.16
c. Total Retainage (Line 5.a + Line 5.b)	\$ 900,463.33
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 17,108,803.23
7. Less previous payments (Line 6 from prior application)	\$ 16,992,665.73
8. Amount due this application	\$ 116,137.50
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 1,206,582.65

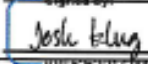
Contractor's Certification

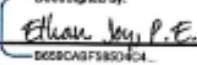
The undersigned Contractor certifies, to the best of its knowledge, the following:

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

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

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

Contractor:	BRB Contractors, Inc.		
Signature:		Date:	7/30/2026

Recommended by Engineer Designated by: By:  Title: Project Manager Date: 7/30/2026	Approved by Owner By:  Title: Mayor Date: 8-12-26
Approved by Funding Agency By: N/A Title: Date:	By: N/A Title: Date:

Progress Estimate - Lump Sum Work										Contractor's Application for Payment			
Owner:	City of David City									Owner's Project No.:			
Engineer:	JEO Consulting Group, Inc.									Engineer's Project No.:	251034.00		
Contractor:	BRB Contractors, Inc.									Contractor's Project No.:	NE3DAV		
Project:	David City Wastewater Treatment Facility Improvements												
Contract:	David City Wastewater Treatment Facility Improvements												
Application No.: 29										Application Period: From 06/24/26 to 07/27/26			
Item No.	A	B	C	D6/24/26		E	F	G	H	I			
				Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)								
Original Contract													
1		Mobilize	\$ 750,000.00		750,000.00			750,000.00	100%	-			
2		Bonds and Insurance	\$ 180,000.00		180,000.00			180,000.00	100%	-			
3		SWPPP Items	\$ 25,000.00		24,000.00	250.00		24,250.00	97%	750.00			
4		Site Clearing	\$ 30,000.00		30,000.00			30,000.00	100%	-			
5		12" & 16" Forcemain Piping	\$ 300,000.00		300,000.00			300,000.00	100%	-			
6		Other Piping/Valves	\$ 1,395,000.00		1,288,000.00	8,000.00		1,375,203.12	99%	15,796.88			
7		Precast Manholes	\$ 65,000.00		65,000.00			65,000.00	100%	-			
8		Instrumentation & Control	\$ 50,000.00		50,000.00			50,000.00	100%	-			
9		Electrical/Generator Work	\$ 125,000.00		125,000.00			125,000.00	100%	-			
HEADWORKS BUILDING													
10		Excavation & Backfill	\$ 150,000.00		150,000.00			150,000.00	100%	-			
11		Concrete Base Structure	\$ 500,000.00		500,000.00			500,000.00	100%	-			
12		Concrete Walls Structure	\$ 1,207,000.00		1,207,000.00			1,207,000.00	100%	-			
13		Concrete Floor/Deck Structure	\$ 350,000.00		350,000.00			350,000.00	100%	-			
14		Misc. Metals Furnish/Install	\$ 50,000.00		50,000.00			50,000.00	100%	-			
15		Masonry Above Structure	\$ 225,000.00		225,000.00			225,000.00	100%	-			
16		Doors & Windows Furnish/Install	\$ 65,000.00		65,000.00			65,000.00	100%	-			
17		Roof Trusses Furnish/Install	\$ 45,000.00		45,000.00			45,000.00	100%	-			
18		Standing Seam Roof & Specialties	\$ 100,000.00		100,000.00			100,000.00	100%	-			
19		Slide Gates Furnish/Install	\$ 100,000.00		100,000.00			100,000.00	100%	-			
20		Bar Screen Furnish/Install	\$ 200,000.00		200,000.00			200,000.00	100%	-			
21		Grit Equipment, Valves, Flumes Furnish/Install	\$ 1,300,000.00		1,300,000.00			1,300,000.00	100%	-			
22		Parshall Flume	\$ 10,000.00		10,000.00			10,000.00	100%	-			
23		Indoor Sampler	\$ 20,000.00		20,000.00			20,000.00	100%	-			
24		Painting Structure	\$ 40,000.00		40,000.00			40,000.00	100%	-			
25		Instrumentation & Control Work	\$ 950,000.00		950,000.00			950,000.00	100%	-			
26		Mechanical Work (both buildings)	\$ 270,000.00		260,000.00	7,000.00		267,000.00	99%	3,000.00			
27		Electrical Work	\$ 700,000.00		700,000.00			700,000.00	100%	-			
AGP FLUME NO. 20													
28		Excavation & Backfill	\$ 15,000.00		15,000.00			15,000.00	100%	-			
29		Concrete Base	\$ 20,000.00		20,000.00			20,000.00	100%	-			
30		Concrete Walls	\$ 42,000.00		42,000.00			42,000.00	100%	-			
31		Misc. Metals Furnish/Install	\$ 10,000.00		10,000.00			10,000.00	100%	-			
32		Equipment Flume Install	\$ 15,000.00		15,000.00			15,000.00	100%	-			
INFLUENT PUMP STATION													

Focusign Envelope ID: AUECBB41-UE37-81UB-83/E-8U32ZAD4586D

Progress Estimate - Lump Sum Work									
Owner: City of David City Engineer: JED Consulting Group, Inc. Contractor: BRB Contractors, Inc. Project: David City Wastewater Treatment Facility Improvements Contract: David City Wastewater Treatment Facility Improvements Owner's Project No.: Engineer's Project No.: Contractor's Project No.:									
Application No.:	219	Application Period:	From	06/24/26	to	07/27/26	Application Date:	07/27/26	
A	B	C	D	E	F	G	H	I	
Item No.	Description	Scheduled Value (\$)	(D + E) From Previous Application (\$)	Work Completed This Period (\$)	Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (I - G) (\$)	
33	Excavation & Backfill	\$ 160,000.00	160,000.00			160,000.00	100%	-	
34	Concrete Base	\$ 50,000.00	50,000.00			50,000.00	100%	-	
35	Concrete Walls	\$ 327,000.00	327,000.00			327,000.00	100%	-	
36	Concrete Roof	\$ 100,000.00	100,000.00			100,000.00	100%	-	
37	Misc. Metals Furnish/Install	\$ 50,000.00	50,000.00			50,000.00	100%	-	
38	Furnish & Install Pumps	\$ 525,000.00	525,000.00			525,000.00	100%	-	
39	Furnish & Install Jib Crane & Foundation	\$ 50,000.00	50,000.00			50,000.00	100%	-	
40	Painting Work	\$ 35,000.00	35,000.00			35,000.00	100%	-	
41	Electrical Work	\$ 50,000.00	50,000.00			50,000.00	100%	-	
NEW SBR STRUCTURE									
42	Excavation & Backfill	\$ 350,000.00	350,000.00			350,000.00	100%	-	
43	SBR Concrete Base Sections	\$ 520,000.00	520,000.00			520,000.00	100%	-	
44	SBR Concrete Wall Sections	\$ 1,261,000.00	1,261,000.00			1,261,000.00	100%	-	
45	SBR Basin Equipment Aeration	\$ 1,000,000.00	1,000,000.00			1,000,000.00	100%	-	
46	SBR Basin Equipment Pumps	\$ 50,000.00	50,000.00			50,000.00	100%	-	
47	Misc. Metals Furnish/Install	\$ 40,000.00	40,000.00			40,000.00	100%	-	
48	Painting Work	\$ 15,000.00	15,000.00			15,000.00	100%	-	
49	Electrical Work	\$ 50,000.00	50,000.00			50,000.00	100%	-	
BLOWER BUILDING MODIFICATIONS									
50	Concrete Floor/Wall Demolition	\$ 15,000.00	15,000.00			15,000.00	100%	-	
51	Excavation & Backfill	\$ 15,000.00	15,000.00			15,000.00	100%	-	
52	New Concrete Floor and Blower Bases	\$ 35,000.00	35,000.00			35,000.00	100%	-	
53	New Masonry Wall/Misc. Infill	\$ 7,500.00	7,500.00			7,500.00	100%	-	
54	Furnish & Install Doors	\$ 7,500.00	7,500.00			7,500.00	100%	-	
55	Furnish & Install New/Existing SBR Blowers	\$ 400,000.00	400,000.00			400,000.00	100%	-	
56	Painting Work	\$ 20,000.00	20,000.00			20,000.00	100%	-	
57	Instrumentation & Control Work	\$ 150,000.00	150,000.00			150,000.00	100%	-	
58	Electrical Work	\$ 100,000.00	100,000.00			100,000.00	100%	-	
EXISTING SBR BASIN MODIFICATIONS									
59	Remove Existing Equipment & Piping	\$ 50,000.00	50,000.00			50,000.00	100%	-	
60	Existing SBR Basin Equipment Aeration	\$ 1,000,000.00	985,000.00	15,000.00		1,000,000.00	100%	-	
61	Existing SBR Basin Equipment Pumps	\$ 50,000.00	50,000.00			50,000.00	100%	-	
62	Misc. Metals Furnish/Install	\$ 40,000.00	40,000.00			40,000.00	100%	-	
63	Construct New SBR Splitter Box	\$ 174,000.00	174,000.00			174,000.00	100%	-	
64	Painting Work	\$ 20,000.00	20,000.00			20,000.00	100%	-	
65	Electrical Work	\$ 50,000.00	45,000.00	5,000.00		50,000.00	100%	-	
STORAGE BUILDING									

DocuSign Envelope ID: ADECB41-DE37-810B-837E-8D322AD4596D

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:		BRB Contractors, Inc.		Engineer's Project No.:													
Project:		David City Wastewater Treatment Facility Improvements		Contractor's Project No.:													
Contract:		David City Wastewater Treatment Facility Improvements															
Application No.:		29		Application Period:		From		05/24/26		to		07/27/26		Application Date:		07/27/26	
Item No.	A	B	C	D		E	F	G	H	I							
				(D + E) From Previous Application (\$)	This Period (\$)												
66		Excavation & Backfill	\$ 35,000.00	\$ 35,000.00				35,000.00	100%	-							
67		Building Drainage Piping & Oil Separator	\$ 40,000.00	\$ 40,000.00				40,000.00	100%	-							
68		Concrete Foundations	\$ 40,000.00	\$ 40,000.00				40,000.00	100%	-							
69		Concrete Floor	\$ 56,000.00	\$ 56,000.00				56,000.00	100%	-							
70		New Building Walls and Roof	\$ 270,000.00	\$ 270,000.00				270,000.00	100%	-							
71		Doors & Windows	\$ 40,000.00	\$ 40,000.00				40,000.00	100%	-							
72		Painting Work	\$ 30,000.00	\$ 15,000.00	10,000.00			25,000.00	83%	5,000.00							
73		Electrical Work	\$ 75,000.00	\$ 65,000.00	7,000.00			72,000.00	96%	3,000.00							
74		DEMO EXISTING HEADWORKS BUILDING															
		Demolition of Existing Building Complete	\$ 30,000.00	\$ 30,000.00				30,000.00	100%	-							
		CLOSEOUT															
75		Site Grading	\$ 25,000.00	\$ 25,000.00													
76		SBR/Storage Building Sidewalks	\$ 25,000.00	\$ 15,000.00	10,000.00			10,000.00	40%	15,000.00							
77		Concrete Paving	\$ 20,000.00	\$ 20,000.00				20,000.00	80%	5,000.00							
78		Seeding & Mulch	\$ 15,000.00	\$ 15,000.00					50%	10,000.00							
79		Crushed Rock Surfacing Roads	\$ 80,000.00	\$ 10,000.00					0%	15,000.00							
80		Fence & Gate System	\$ 30,000.00	\$ 10,000.00				10,000.00	13%	70,000.00							
Original Contract Totals			\$ 16,882,000.00	\$ 16,549,000.00	\$ 77,250.00	\$ 83,203.12	\$ 16,709,453.12	99%	\$ 172,546.88								

Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	251034.00
Contractor's Project No.:	NEEDAV

[illegible]

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Stored Materials Summary												
Owner: City of David City												
Engineer: JCO Consulting Group, Inc.												
Contractor: BDB Contractors, Inc.												
Project: David City Wastewater Treatment Facility Improvements												
Contract: David City Wastewater Treatment Facility Improvements												
Contractor's Project No.: 251334.00												
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Contractor's Project No												

Stored Materials Summary										Contractor's Application for Payment									
Owner: City of David City Engineer: JCO Consulting Group, Inc. Contractor: RRR Contractors, Inc. Project: David City Wastewater Treatment Facility Improvements Contract: David City Wastewater Treatment Facility Improvements										Owner's Project No.: Engineer's Project No.: Contractor's Project No.:									
Application No.: 24										Application Date: 8/7/27/26									
A	B	C	D	E	F	Application Period: From			to			Application Date:			8/7/27/26				
						G	H	I	J	K	L	M							
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored		Materials Stored		Amount Stored to Date (G + H)		Amount Previously Incorporated in the Work		Amount Incorporated in the Work this Period		Total Amount Incorporated in the Work (J + K)		Materials Remaining in Storage (L - I)	
						(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)						
	86158053-20		Electrical Stored Materials			1,335.00				1,335.00		1,335.00							
	86222028-24		Electrical Stored Materials			273.30				273.30		273.30							
	8624471-03		Electrical Stored Materials			266.93				266.93		266.93							
	8602508-05		Electrical Stored Materials			2,378.26				2,378.26		2,378.26							
	8603422-08		Electrical Stored Materials			12,514.95				12,514.95		12,514.95							
	8742		Grill Pump			23,395.00				23,395.00		23,395.00							
	29452		Handrail			12,300.00				12,300.00		12,300.00							
	548		HVAC Air Conditioners			16,920.00				16,920.00		16,920.00							
	0745117-7		Pipe and Fittings			2,528.22				2,528.22		2,528.22							
	766412		Flange Systems/Boil Valves			3,112.76				3,112.76		3,112.76							
	770080		Pipe and Fittings			4,184.11				4,184.11		4,184.11							
	745379		Pipe and Fittings			33,920.76				33,920.76		33,920.76							
	6057750-16		Sand/Grill Trap			10,900.00				10,900.00		10,900.00							
	29078		Ladders			8,250.00				8,250.00		8,250.00							
	761915		Pipe and Fittings			17,343.56				17,343.56		17,343.56							
	1045840		Aqua Aerobics SBR Equipment			294,849.58				294,849.58		294,849.58							
	3040952		Aqua Aerobics SBR Equipment			703,753.84				703,753.84		703,753.84							
	24103-28870		Bar Screens			127,871.03				127,871.03		127,871.03							
	92726-08		Generator			82,368.00				82,368.00		82,368.00							

Ethan Joy, JEO Consulting Group, presented Change Order No. 12 for the wastewater treatment plant project. The change order includes a deduct for eliminating a concrete pad originally planned near the entrance driveway for the automatic gate loop detector, as staff determined the additional concrete was unnecessary.

The change order also includes installation of a drainage system along the south side of the blower building to address longstanding ponding and drainage issues. The proposed system will utilize PVC Pipe and intakes to improve drainage without requiring additional pavement. During discussion, City Administrator Alan Zavodny, requested that a rodent guard or similar screen be added to the discharge end of the drainage pipe.

Council Member Keith Marvin made a motion to approve Change Order No. 12 to BRB Contractors, Inc. in the amount of \$27,150.29 for the blower building apron drainage and entrance gate deducts. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

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CHANGE ORDER NO.: 12

Owner: City of David City Owner's Project No.:
Engineer: JEO Consulting Group, Inc. Engineer's Project No.: 251034.00
Contractor: BRB Contractors, Inc. Contractor's Project No.: NE3DAV
Project: Wastewater Treatment Facility Improvements
Contract Name:
Date Issued: 8/12/2026 Effective Date of Change Order: 8/12/2026

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

Description:

This Change Order will incorporate the modifications outlined in Work Change Directive No. 33 and 35. This WCD includes the installation of drain pipe for the blower building apron and deducts the installation of the concrete pad and lightpole near the entrance gate.

Attachments:

- 1 WCD No. 33 - Blower Building Apron Drainage
- 2 WCD No. 35 - Entrance Gate Deducts

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 16,882,000.00	Substantial Completion: 3/31/2026
	Ready for final payment: 7/31/2026
Net change from previously approved Change Orders No. 1 to No. 11:	Net change from previously approved Change Orders 1 to No. 11:
\$ 1,433,385.88	Substantial Completion: 60 days
	Ready for final payment: 60 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 18,315,385.88	Substantial Completion: 5/30/2026
	Ready for final payment: 9/29/2026
Net change for this Change Order:	Net change for this Change Order:
\$ 27,150.29	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 18,342,536.17	Substantial Completion: 5/30/2026
	Ready for final payment: 9/29/2026

Recommended by Engineer (if required)		Authorized by Owner	
By: <u>Ethan Jay, P.E.</u>		<u>Jerissa Miller</u>	
Title: <u>Project Engineer</u>		Mayor	
Date: <u>8/10/2026</u>		<u>8-12-26</u>	
Accepted by Contractor		Approved by Funding Agency (if applicable)	
By: <u>Josie Kling</u>		N/A	
Title: <u>Project Manager</u>			
Date: <u>8/10/2026</u>			

Change Order Estimate - Lump Sum Work					
JEO Project Name:	Wastewater Treatment Facility Improvements		JEO Project Number:	251034.00	
Owner:	City of David City		Change Order Number:	12	
Contractor:	BRB Contractors, Inc.		Effective Date:	August 12, 2026	
Specification Section No.			Item		
			Description		
			WCD No. 33 - Blower Building Apron Drainage	\$33,090.29	
			WCD No. 35 - Entrance Gate Deducts	(\$5,940.00)	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
			Total:	\$27,150.29	



7/31/2026

To JEO and the City of David City,

Per WCD #33, BRB was asked to provide pricing to improve the drainage by the blower building pad at the David City Wastewater Facility. This includes installing a 6" line and (qty 5) drain basins. The cost of these modifications would be \$33,090.29. To clarify several items on this proposal:

- The specific pipe material to be used is per the attached quote from Ferguson.
- Per discussion with JEO, the drains will only be two feet deep to avoid electrical conflicts at 3' and air line conflicts at 4' feet.
- Concrete steps/sidewalk will need to be replaced. However, no concrete paving will be replaced as this line runs adjacent to the concrete
- The existing flowmeter housing and line will be left alone. These drains will come as close to these conflicts as possible.

If you have any questions, feel free to reach out.

Thank You,

Josh Klug
Project Manager
BRB Contractors, Inc





Work Change Directive

WORK CHANGE DIRECTIVE NO. | 33
DATE | 7/24/2026
PROJECT | Wastewater Treatment Facility Improvements
JEO PROJECT NO. | 251034.00
LOCATION | David City, NE
OWNER | City of David City, NE
CONTRACTOR | BRB Contractors, Inc.

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

Description Change to the scope of work to add drainage piping and inlets on the south edge of the apron for the blower building.

Purpose of Change Directive To allow water to drain from the apron in front of the blower building.

Attachment(s) Modified 02-C-8 - SBR Improvement Site Plan

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

Method of Determining Change in Contract Price

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

Estimated Increase (Decrease) in Contract Price
\$ TBD

Method of Determining Change in Contract Times

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

Estimated Increase (Decrease) in Contract Times
0 Days

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

Recommended:

Authorized:

Accepted:

ENGINEER

OWNER

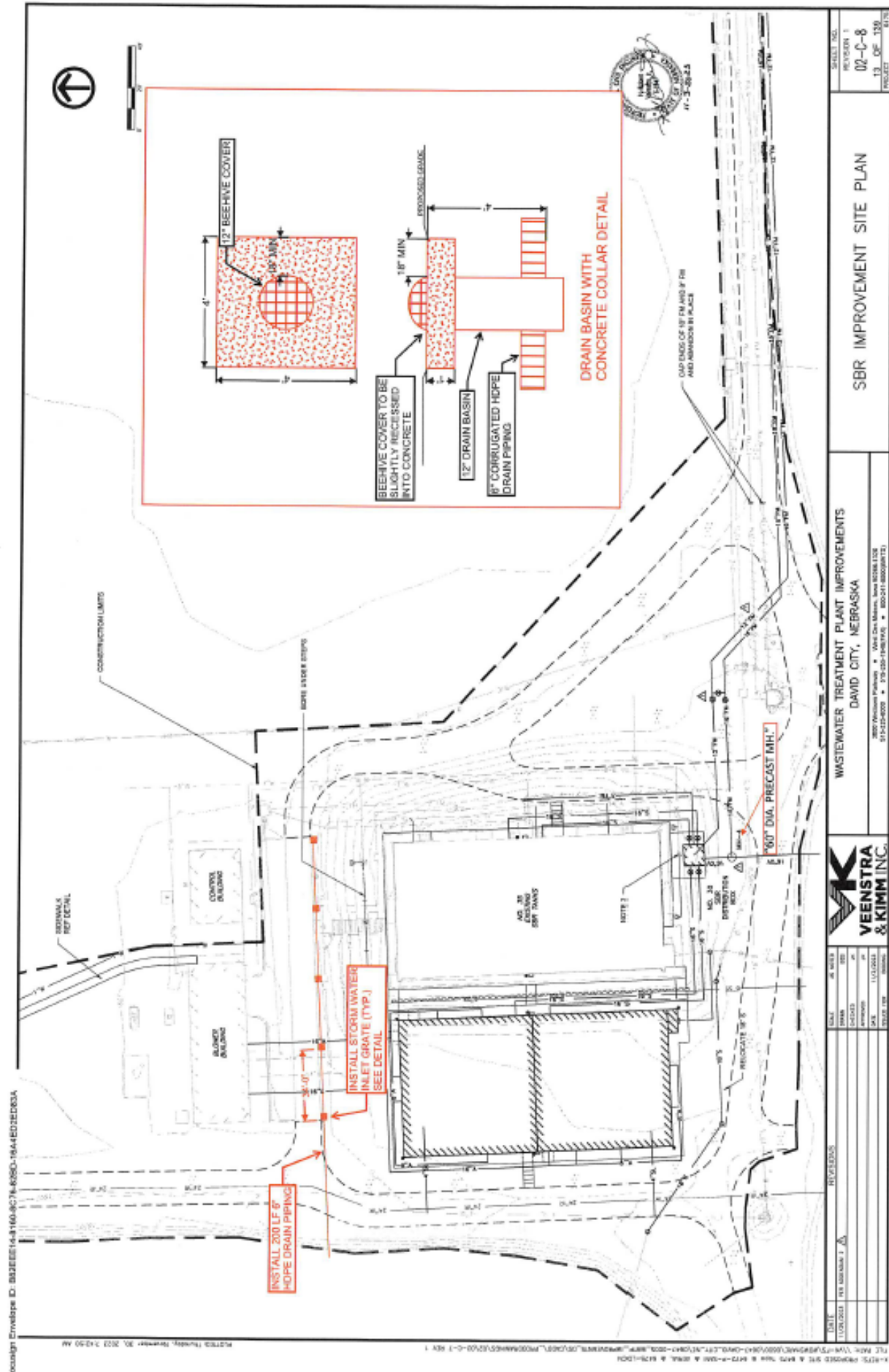
CONTRACTOR

Date

Date

Date

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



assign envelope ID: B92EE14-810U-8U/76-82BL-16A4E02EUN3A

David City WWTF
JEO

Cost Proposal: Add Drain Piping Beside Blower Pad
Date: July 31, 2026

	Class of Work	Install New	QTY.	Unit	Unit Labor	Labor Hours	Total Labor	Unit Material	Extended Material	Equipment Cost	Sub Contract
Drain Line			1.00	EA	130.00	70.00	9100.00		8744.75	2500.00	
Repair/Pad Concrete			1.00	EA			0.00		1800.00		5000.00
Additional Material (rock, reseeded)			1.00	EA			0.00		1500.00		
			1.00	EA			0.00				
			1.00	EA			0.00				
			1.00	EA			0.00				
			1.00	EA			0.00				
Sub Totals:			1.00	EA			0.00				
							\$9,100.00		\$12,044.75	\$2,500.00	\$5,000.00

Material Sub-Total	\$12,044.75	
Labor Sub-Total	\$9,100.00	
Subcontractor-Total	\$5,000.00	
Equipment Sub-Total	\$2,500.00	
Sub-Total	\$28,644.75	
Sub-Total Without Sub	\$23,644.75	
Contractor's Fee	15.00%	\$3,546.71
Sub-Contractors Fee	5.00%	\$750.00
Sub-Total		\$32,441.46
Insurance and Bond	2.00%	\$648.83
Total		\$33,090.29

Subcontract work: concrete
Steps
4x4 pads at basins

Docusign Envelope ID: B82EEE14-8160-8C76-82BD-16A4ED2ED83A
FERGUSON
WATERWORKS
FERGUSON WATERWORKS #2923
1251 N CENTURY AVE
KANSAS CITY, MO 64120-2923
Phone: 816-627-2706
Fax: 816-920-5723

Deliver To: .
From: Trevor Dehart
trevor.dehart@ferguson.com
Comments:

10:00:17 JUL 28 2026

Page 1 of 2

FERGUSON ENTERPRISES LLC #1895

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

Bid No: B459828
Bid Date: 07/28/26
Quoted By: TXD

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

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

Ship To: BRB CONTRACTORS INC
3461 M RD
DAVID CITY WWTP IMPROVEMEN
DAVID CITY, NE 68632

Cust PO#: R058

Job Name:

Item	Description	Quantity	Net Price	UM	Total
A06650020IBDW	6X20 F2648 W/TITE SLD HDPE PIPE SEQ #: 925 6"X20' F2648 W/TITE SLD HDPE PIPE	200	4.320	FT	864.00
N2812AG	12 DRN BASIN SEQ #: 926 12" NYLOPLAST DRAIN BASIN W/ DOM DRAIN DOME	5	1576.150	EA	7880.75

Net Total: \$8744.75
Tax: \$0.00
Freight: \$0.00
Total: \$8744.75

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

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

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

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

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



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

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

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

City Council Proceedings
August 12, 2026
Page # 24

Docusign Envelope ID: B82EEE14-8160-8C76-82BD-16A4ED2ED83A



FERGUSON ENTERPRISES LLC #1895
Price Quotation

Page 2 of 2

Fax: 816-920-5723

10:00:17 JUL 28 2026

Reference No: B459828



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

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

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



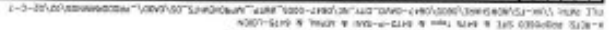
To JEO and the City of David City,

BRB was asked to provide a deduct for removing the requirement for the concrete pad and a light pole at the entrance gate of the David City Wastewater Facility. This would mean that gravel would be used in lieu of a 40x16 pad as shown on 02-C-7, and no light pole would be added on the south side of the entrance. The concrete was deemed unnecessary, and the light pole was not needed due to existing lighting in the area.

These modifications would result in a deduct of \$5,940.00. If you have any questions, feel free to reach out.

Thank You,
Josh Klug
Project Manager
BRB Contractors, Inc





Staff reported that the City was awaiting notification from the USDA and City Attorney regarding whether it could proceed with the third and final on Ordinance No. 1534, no response has been received by the USDA on if the City can proceed.

Council Member Jim Angell made a motion to table Ordinance No. 1534 authorizing Amendment No. 1 to the Loan Agreement with the Nebraska Department of Water, Energy, and Environment for SRF Project No. C318068. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

Council discussed Ordinance No. 1537, amending the David City Municipal Code relating to the Park and Recreation Advisory Board. Concerns were raised that the ordinance presented differed substantially from the Park and Recreation Board's original recommendations. Areas discussed include the allocation of local sales tax revenue, review of expenditures exceeding \$30,000, the proposed 30-day versus 45-day budget review period, procedures for transmitting Park and Recreation Board recommendations to Council, frequency of Park and Recreation Board meetings, and proposed changes to the Recreation Director's responsibilities.

Council and staff discussed maintaining flexibility in allocating sales tax revenues while recognizing that eligible revenues are designated for downtown revitalization, north-west drainage, and recreation/cultural purposes. Council indicated that \$300,000 is currently planned for recreation and park purposes. It was agreed that additional review of the ordinance language was necessary before adoption.

The City Attorney, Recreation Director, and appropriate City representatives will work together to review the proposed language and address the identified concerns before bringing the ordinance back to Council.

Council Member Keith Marvin made a motion to table Ordinance No. 1537 amending the David City Municipal Code relating to the Park and Recreation Advisory Board to September 9, 2026. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

Council considered Ordinance No. 1538, amending the David City Municipal Code to establish minimum staffing requirements for the David City Police Department. Police Chief Marla Schnell addressed the Council regarding the revised ordinance language. The updated ordinance provides for no fewer than one full-time Police Chief, six full-time sworn law enforcement officers, and four part-time sworn law enforcement officers. Because the ordinance language had recently been revisited. Council discussed allowing additional time for the public to review the updated version before taking action.

Council Member Keith Marvin made a motion to table Ordinance No. 1538 amending the David City Municipal Code to impose a minimum staffing requirement for the David City Police Department. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

Council considered Ordinance No. 1539, amending the David City Municipal Code to regulate the use of electric scooters and electric motorcycles within the

Additional information is being sought from other Nebraska communities regarding regulations and safety concerns associated with these vehicles. Council discussed local safety concerns, including riders failing to obey stop signs and other traffic laws, lack of helmet use, and unsafe operation in parking and traffic areas. Council agreed that additional information should be obtained before proceeding with the ordinance.

Council Member Jim Angell made a motion to table Ordinance No. 1539 amending the David City Municipal Code to include and regulate the use of Electric Scooters and Electric Motorcycles within the corporate limits of the City of David City, Nebraska. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

The Downtown Revitalization (DTR) Committee reviewed Bob Wright's CDBG grant application for a total roof replacement and window improvements to 402 N. 5th Street, David City, Nebraska. The total project cost is \$128,219, with \$80,000 eligible for reimbursement through the grant program and the remaining \$48,219 being the property owner's responsibility. The project will be subject to applicable federal requirements, including Davis-Bacon requirements, and the work will be reviewed as part of the reimbursement process. The Downtown Revitalization Committee recommended approval of the application.

Council Member Kevin Woita made a motion to approve the CDBG Downtown Revitalization Grant Application for Bob Wright, 402 N. 5th Street, for total replacement of roof and update to windows in the amount of \$128,219.00, of which \$80,000.00 will be eligible for reimbursement from the City's CDBG award and the remaining \$48,219.00 to be the sole responsibility of Bob Wright. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

(Space Intentionally Left Blank)

Tier II: Site Specific Environmental Review

Community Development Block Grant

Grant Number: 22-DTR-004

Grantee: City of David City, NE

Property Address 502 N 5th Street

Activity Description

Roof and window/door replacement on west and south elevations of 402 N. 5th Street. Roof work involves removal of compromised surface and installation of new roofing system above grade. Windows and doors on both floors of west and south elevations replaced with bronze anodized aluminum framing and insulated tempered glass. Ground floor doors replaced with medium stile units.

Cost:

- Projected Acquisition Cost \$ 0.00
- Projected Rehab Cost \$ 128,219.00
- Projected All Cost \$ 128,219.00

● 4. Contamination and Toxic Substances [24 CFR 58.5(i)(2)]

- Visual review and pictures of site and surroundings conducted by Aysan Esmaely on 06/04/2026.
- The site review identified the following concerns on or adjacent to the project site:
The site review did not indicate any concerns on or adjacent to the project site. Exhibit is attached.
- The EPA, <https://www.epa.gov/nepa/nepassist>, mapping web-tool was used. The following sites were identified on or near the site that may be a concern for the project.
- A spreadsheet of above and underground storage tanks provided by the state fire marshal was reviewed and tanks are listed on the property or adjacent properties.
None.

● 10. Historic Preservation [36 CFR 800]

- The structure was built in the year: Unknown
- A site review and photos of the property were completed on the following date: 06/04/2026
- Based on the review, it has been determined that the structure is:
 - ☒ Historic
 - ☐ Not historic
- It has also been determined that the rehab activities proposed in the project
 - ☒ Will not impact any historic resources.
 - ☐ May impact historic resources which may include the home or nearby houses or structures.
- A letter determining whether or not any historic resources might be impacted by the project, along with photos of the site, an aerial map of the residence, and a list of proposed activities were sent to the

- SHPO on the following date: 4/6/2026
- SHPO response was received back on the following date: 06/26/2026
- SHPO noted:
 - Based on the information provided, no adverse effects to historic properties are expected.
- The following Attachments have also been included:
 - ☐ Photographs
 - ☐ Website
 - ☐ Maps
 - ☐ Aerials
 - ☐ Documentation showing THPO was contacted
 - ☒ Response received back from Nebraska SHPO
 - ☒ SHPO Consultation Request

A site specific environmental review has been performed at the above location in compliance with HUD environmental review regulations (24 CFR 58) and related laws, authorities, and requirements. The review has been performed prior to the commitment of HUD or non-HUD funds, as required by 24 CFR 58.22(a) and (e). This review shall be retained as a component of the project's ERR. Consult the Tier I for further information as to compliance with other laws and authorities for this HUD-assisted project.

James Owens
Preparer Name (print)

Preparer Signature

July 9, 2026
Date

Jessica Miller, Mayor
RE Certifying Officer Name, Title (print)

Certifying Officer Signature

8.12.26
Date

Step 2: Site Visit Checklist

Field Visit Checklist sample format

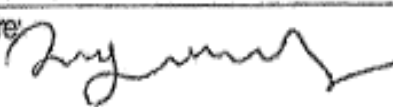
Completing the form requires a site visit by the preparer. The preparer should be sure to observe the property by walking through the property and the building(s) and other structures on the property to the extent possible and observing all adjoining* properties.

Preparer should provide responses to all fields to avoid ambiguity

Date of Visit: June 04, 2026	Time: 1:00pm	Weather Conditions: Rainy - Heavy
Program Name: David City 22DTR004		
Project Location/Address: 402 N 5th St, David City, NE		
Property Owner: Bob Wright		
Attach the following, as appropriate:		
☒ Photographs of site and surrounding areas ☐ Maps (street, topographic, aerial, site map, etc.)		

QUESTION Is there evidence of any of the following?	OBSERVATION	
	SUBJECT PROPERTY	ADJOINING PROPERTIES
Is the property or any adjoining property currently used, or has evidence of prior use, as a gasoline station, motor vehicle repair facility, printing facility, dry cleaners, photo developing laboratory, junkyard, or as a waste treatment, storage, disposal, processing or recycling facility?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☐ UNKNOWN ☐
Are there any damaged or discarded automobile(s), automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers greater than 5 gal in volume or 50 gal in the aggregate, stored on or used at the property or adjoining properties?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Are there any industrial drums (typically 55 gal) or sacks of chemicals, herbicides or pesticides located on the property or adjoining properties?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Has fill dirt been brought onto the property or adjoining properties that originated from a suspicious site or that is of an unknown origin?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Are there any pits, ponds, or lagoons located on the property or adjoining properties in connection with waste treatment or waste disposal?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Is there any stained soil, distressed vegetation and/or discolored water on the property or adjoining properties?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Are there any storage tanks , aboveground or underground (other than residential), located on the property or adjoining properties?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐

*Adjoining properties: Any real property or properties the border of which is contiguous or partially contiguous with that of the property, or that would be contiguous or partially contiguous with that of the property but for a street, road, or other public thoroughfare separating them.

QUESTION	SUBJECT PROPERTY	ADJOINING PROPERTIES
Is there evidence of any of the following? Are there any <i>vent pipes, fill pipes, or underground tank access ways</i> visible on the property or adjoining properties?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Are any flooring, drains, walls, ceilings, or grounds on the property or adjoining properties <i>stained by substances</i> (other than water) or emitting <i>noxious or foul odors or odors of a chemical nature</i> ?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Is the property served by a <i>private well or non-public water system</i> ? (If yes, a follow-up investigation is required to determine if contaminants have been identified in the well or system that exceed guidelines applicable to the water system, or if the well has been designated contaminated by any government environmental/health agency.)	YES ☐ NO ☒ UNKNOWN ☐	
Has the owner or occupant of the property been informed of the existence of past or current <i>hazardous substances or petroleum products or environmental violations</i> with respect to the property or adjoining properties?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Do the property or adjoining properties <i>discharge wastewater</i> (not including sanitary waste or storm water) onto the property or adjoining properties and/or into a storm water system?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Is there a <i>transformer, capacitor, or any hydraulic equipment</i> on the property or adjoining properties that are not marked as "non-PCB"?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
If answering "YES" or UNKNOWN" to any above items, describe the conditions:		
Use photographs and maps to mark and identify conditions. Attach more information as needed.		
Is further evaluation warranted? YES ☐ NO ☐ UNCERTAIN ☐		
Preparer of this form must complete the following required information.		
This inspection was completed by: Name: <i>Aysem Esmely</i> Title: <i>community planner</i>	Phone Number: <i>402-907-2035</i> Email: <i>aesmaely@sendd.org</i> Agency: <i>SEND D</i>	
Address: <i>7407 O street . Lincoln . 68510</i>		
Preparer represents that to the best of his/her knowledge the above statements and facts are true and correct and to the best of his/her actual knowledge no material facts have been suppressed, omitted or misstated.		
Signature: 		Date: <i>6.4.26</i>





HP#2604-019-01

June 26th, 2026

James Owens
HUD/CDBG-DTR
VIA EMAIL

RE: HP# 2604-019-01, 402 N 5th St, Agency No: 22DTR004, David City, Butler County, NE

Dear James,

Thank you for submitting information for the above-referenced project for the Nebraska State Historic Preservation Office (NESHPO) to review and comment on. Our comment on this project and its potential to affect historic properties is required by Section 106 of the National Historic Preservation Act of 1966, as amended, and implementing regulations 36 CFR Part 800.

Based on the information provided, the proposed undertaking is unlikely to adversely affect any cultural resources listed in the National Register of Historic Places or eligible for such a listing. A determination that there will be **no adverse effects to historic properties (NAE)** is appropriate for this undertaking, and the project may proceed as planned. Should any changes to the project be made, please notify NESHPO of the changes before further project planning continues.

Please retain this correspondence and your documented finding to show compliance with Section 106 of the National Historic Preservation Act, as amended. If you have any questions, please contact me at haylee.rose@nebraska.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Haylee Rose'.

Haylee Rose
Section 106 Review and Compliance Coordinator for Standing Structures



Section 106

RECEIVED

NESHPO USE ONLY

Date Received
APR 06 2026

HP Number

2204-019-01

NESHPO SECTION 106 PROJECT REVIEW FORM

NE State Historic
Preservation Office

Submission of a completed Section 106 Project Review Form with adequate information constitutes a request for review pursuant to Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended. More information may be required to adequately complete the Section 106 review process. Please submit this completed form to NSHPS.106@nebraska.gov.

For more information, see NESHPO's Section 106 Review and Compliance FAQ page: <https://history.nebraska.gov/historic-preservation/review-and-compliance-section-106/>.

NOTE: Section 106 regulations provide for a 30-day response time by the Nebraska State Historic Preservation Office (NESHPO) from the date of receipt.

I. PROJECT STATUS

- ☒ Federal Undertaking Anticipated (Applied for Federal Assistance)
- ☐ Federal Undertaking Established (Federal Assistance Received)
- ☐ Due Diligence Project (No Federal Assistance Anticipated)
- ☐ Alteration to or Resubmission of a Previously Submitted Project (HP# _____)
- ☐ Submitted under a Programmatic Agreement (PA) (title/date: _____)
- ☐ Previously applied/will apply for Nebraska Historic Tax Credit

II. PROJECT SUBMISSION

Project Name (if applicable)

David City 22DTR004 - 402 N 5th Street

Nearest City/Town

David City

Location (e.g., coordinates, legal description, address—no P.O. Box numbers)

402 N 5th Street, David City, NE 68632

Agency Project No. (if applicable)

22DTR004

County

Butler

Is this project located within a Certified Local Government (CLG)? ☒ YES ☐ NO ☐ DO NOT KNOW

Agency (providing funds, license, permit, or other assistance)/Designee

Nebraska Department of Economic Development/City of David City

Agency/Designee Contact Name

James Owens

Agency/Designee Address

7407 O Street, Lincoln, NE 68510

Agency/Designee Contact Email Address

jowens@sendd.org

Agency/Designee Contact Phone Number

402-475-2560

III. PROJECT SUBMISSION

A. Project Type (select all that apply)

- ☐ New Construction
- ☐ Demolition
- ☒ Rehabilitation
- ☐ Replacement/Repair
- ☐ Utilities/Infrastructure
- ☐ Other: _____

B. Attachments Included (select all that apply)

- ☐ Map(s) including Area of Potential Effect (APE)
- ☒ Photographs
- ☐ Cultural Resources Report/Inventory
- ☐ Archeological Site Form(s)
- ☐ Spatial Data Files (e.g., .kml, .shp)
- ☒ Other: DTR Application with support documents

NESHPO USE ONLY

Nebraska SHPO Determination

If selected, the project may proceed as planned

- ☐ No Historic Properties Affected (NP)
- ☐ No Effect to Historic Properties (NO EFF)
- ☒ No Adverse Effect to Historic Properties (NAE)

Site Number(s): 2204-054

If selected, additional consultation with NESHPO is required

- ☐ More Information (MI)*
- ☒ No Adverse Effect to Historic Properties with Conditions (NAEWC)
- ☐ Adverse Effect to Historic Properties (AE)

Section 106 Review & Compliance Coordinator
State Historic Preservation Office, Nebraska State Historical Society

Date:

June 26, 2020

*If NESHPO determines that more information is required to complete the Section 106 Review, the allowed 30-day review period resets on the date that NESHPO receives all requested information.

IV. PROJECT DESCRIPTION

A. GROUND DISTURBING ACTIVITIES

NOTE: Ground disturbing activities can include, but are not limited to excavation, trenching, grading, slating, and/or trenching.

1. Does this project involve ground disturbing activities? ☐ YES ☒ NO (skip to IV. B. 1.) ☐ DO NOT KNOW
2. Please describe the nature of the proposed ground disturbing activities involved as well as previous and current land use, conditions, and/or ground disturbances. If the extent of the proposed ground disturbing activities involved in this undertaking is not yet known, please include as much preliminary information as possible.

B. NON-GROUND DISTURBING PROJECT ACTIVITIES

1. Please describe all proposed project activities that do not result in ground disturbance in as much detail as possible.

Roof and window/door replacement on west and south elevations of 402 N. 5th Street. Roof work involves removal of compromised surface and installation of new roofing system above grade. Windows and doors on both floors of west and south elevations replaced with bronze anodized aluminum framing and insulated tempered glass. Ground floor doors replaced with medium stile units.

V. IDENTIFICATION OF HISTORIC PROPERTIES: ARCHEOLOGY

- A. Has a cultural resources survey/inventory been conducted within the APE? (if yes, provide the title, date, and author in the space below)
Unknown
- B. Is the landowner aware of any archeological resources identified within the APE? (if yes, please describe in the space below)
No

VI. IDENTIFICATION OF HISTORIC PROPERTIES: STANDING STRUCTURES

- A. Are there any buildings or structures 50 years or older within the area of potential effect (APE)? ☒ YES ☐ NO ☐ DO NOT KNOW
- B. To the best of your knowledge, is/are the structure(s) any of the following?
 - ☐ Listed individually in the National Register
 - ☐ Designated Local Landmark (or with a Local Landmark Historic District)
 - ☐ Listed within a National Register Historic District
- C. List all buildings and structures within the APE that are older than 50 years. Please include the address/location, *original construction date*, and *dates of additions or major repair*. Please attach photographs of each building/structure within the APE older than 50 years.
402 N 5th Street, David City, NE 68632

VII. PRELIMINARY ASSESSMENT OF EFFECTS (REQUIRED)

- A. Based on the information submitted, are there historic properties present within the APE? ☐ YES ☒ NO ☐ DO NOT KNOW
- B. Please select one preliminary determination based on the information included in this submission.
No Adverse Effect(s) to Historic Properties (NAE)
- C. Please justify your assessment of effects in the space below. If adverse effects are anticipated, please use this space to identify potential mitigation actions.

Replacement of roof, windows, and doors, while following any and all prescribed mitigations (if applicable) is not likely to affect character-defining features that make the property eligible for listing on the National Register.



NEBRASKA STATE HISTORIC PRESERVATION OFFICE (NESHPO)
Section 106 Determinations of Effect

(NP)	No Historic Properties Affected No historic properties are present within the APE, or a cultural resource is identified within the APE as the result of field inventory, but it is not eligible for listing in the National Register of Historic Places (NRHP). If a cultural resource is not deemed eligible for listing in the NRHP, it is not considered a historic property, as defined by 36 CFR Part § 800.16 (1)(1).
(NO EFF)	Historic Properties Present but No Effect Cultural resources listed or eligible for listing in the NRHP are identified within the APE as a result of field inventory, but the NESHPO has determined that the undertaking will have no effect on them.
(NAE)	No Adverse Effect(s) When historic properties are present within the APE, but activities associated with the undertaking are determined by the NESHPO to have no adverse effect on the significance or integrity of the historic property.
(NAEWC)	No Adverse Effect with Conditions When historic properties are present within the APE, but the activities associated with the undertaking can be modified, or the conditions can be imposed to avoid adverse effects through consultation with the NESHPO.
(AE)	Adverse Effect(s) When it is determined that an undertaking cannot be modified to avoid adverse effects to historic properties, the federal agency/designee shall notify the ACHP and other consulting parties to resolve adverse effects under 36 CFR Parts 800.6 and 800.7, as necessary.

SECTION 106 PROJECT REVIEW SUBMISSION CHECKLIST

- ☒ Completed NESHPO Section 106 Project Review Form
 - o Include all contact information for the project's person of contact.
 - o Include federal agency/designee assigned project number, if applicable.
 - o Include project name, if applicable.

ATTACHMENTS

- ☐ Map(s) including:
 - o APE boundaries (i.e., direct and visual)
 - o North Arrow
 - o Legend
 - o Project Name and/or Project Number, if applicable
 - o Aerial Maps are preferred
- ☒ Project Plans (if applicable)
 - o Site Plans (e.g., engineering, architectural)
 - o Historic Drawings, if available
 - o Elevations (existing and proposed)
- ☐ Archeological Survey Report and/or Site Form(s), if applicable
- ☒ Digital Photographs
 - o May be submitted individually or in a pdf with one photograph per page.
 - o Must include captions with the following information, as relevant: orientation of the photo, street address/location of view, and a brief description of the photograph subject (e.g., residential dwelling, telecommunications tower).
- ☒ Photo Key
 - o Photos must be labeled numerically (e.g., Figure 1, Figure 2)
 - o Photo key must indicate the direction view for all photographs.
- ☒ Preliminary determination and justification

For additional project submission questions, please contact the Nebraska State Historic Preservation Office at NSHS.S106@nebraska.gov.



P.O. Box 191
557 4th Street
David City, NE 68632



Phone: (402) 367-3135
FAX: (402) 367-3126
Website: www.davidcityne.com

DOWNTOWN REVITALIZATION (DTR) APPLICATION

PART I: APPLICANT INFORMATION

Applicant Name: Robert Wright

Mailing Address: 163 S 7th Street City: David City State: NE Zip: 68632

Email Address: robwright.dcn@gmail.com Phone: (402) 367 - 7954

Legal Name of Business or Entity*: Robert Wright sole proprietorship
**Name used to register business with the State of Nebraska*

Business Address: same as above City: _____ State: _____ Zip: _____

PART II: PROJECT INFORMATION

Eligible Property Address: 402 N 5th Street

Total Square Footage: 2500 Commercial Square Footage: 2500

Residential Square Footage: 0 Other: 0

PART III: OWNERSHIP INFORMATION

☒ OWN ☐ LEASE

IF LEASE

Name of Property Owner: _____

Email Address: _____ Phone: (_____) _____ - _____

Beginning Date of Lease: _____ Termination Date of Lease: _____

Note: A copy of the applicant's current lease and a letter from the property owner authorizing the application and rehabilitation activities must be submitted with the Application Form.

PART IV: ELIGIBLE ACTIVITIES

Proposed project activities (please mark all that apply):

- | | |
|---|---|
| ☐ Preparation of Structural Engineering | ☐ Preparation of Architectural Plans |
| ☐ Preparation of Engineering Specifications | ☒ Building Code Compliance |
| ☐ Removal of Nonconforming Items/Materials | ☐ Sign/Awning Repair or Replacement |
| ☐ Brick/Exterior Repair or Restoration | ☒ Window/Door Repair or Replacement |
| ☐ Other Facade Improvements (please explain) | ☒ Other Improvements (please explain) |

Explanation:

compromised roof in need of total replacement as per building inspector and roofing companies

PART V: FINANCIAL

Estimated total project cost: \$ 128,219.00

Revitalization Grant Funds* (up to 75% of Total Project Costs): \$80,000.00

Matching Funds provided (at least 25 % of Total Project Costs):
\$48,219.00

*Revitalization funds provided by the Nebraska Department of Economic Development Community Development Block Grant (CDBG) Program.

Sources of Matching Funds (please mark all that apply):

- ☒ Cash on hand in checking, savings, or other
- ☐ Bank loan
- ☐ Private loan or gift
- ☐ Other (please explain) _____

PART VI: AGREEMENT & SIGNATURE

Certification of Assurances

To the best of my knowledge and belief, as a condition of obtaining assistance through the David City DTR Program, the applicant will, if assistance is approved, comply with all Federal and State requirements and code, including the following:

- A. The Civil Rights Act of 1964 (PL 88-352) and Title VII of the Civil Rights Act of 1968 (PO 90- 284);
- B. Housing and Community Development Act of 1974, as amended;
- C. Age Discrimination Act of 1975;
- D. Section 504 of the Rehabilitation Act of 1973;
- E. Davis Bacon Act, as amended (40 U.S.C 276a-276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974 as amended;
- F. Fair Labor Standards Act of 1938, as amended, (29 U.S.C., 102 et, seq);
- G. Preservation of Historical and Archaeological Data Act of 1974 (PL, 93-291);
- H. National Historic Preservation Act of 1966, Section 106 (PL 89-665);
- I. National Environmental Policy Act of 1969;
- J. Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1979, Title II and Title III;
- K. Nebraska Community Development Law, Section 18-2101 to 18-2144, Revised Statutes of Nebraska, 1943.

THE UNDERSIGNED, in applying for financial assistance from the City of David City
Downtown Revitalization Program:

- 1) Agrees that prior to receiving an award, he or she shall comply with all federal, state, and local laws to the extent that such are applicable;
- 2) Attests that he or she is currently in good standing with the City or will return to good standing before any release of funds; and,
- 3) Acknowledges and agrees to enter into or execute any additional documents required by the City, the Nebraska Department of Economic Development, or the United States Department of Housing and Urban Development.

Address: 163 S 7th Street City: David City State: NE Zip: 68632

Signature: 

Printed Name and Title: Robert Wright - owner

Date: October 24, 2024

Release and Hold Harmless Agreement

Release executed on this 24th day of October, 2024.

By (Property Owner) Robert Wright and

(Business Owner if applicable) _____, of

(Street Address) 163 S. 7th Street, City of David City,
State of Nebraska, referred to as Releaser(s).

- In consideration of being granted monies for restoration, modifications, or other physical changes to property located at the above address, the Releaser(s), understands that they are solely responsible for providing their own contractors, paying their contractors, to assure that those contractors are fully insured and (where required) licensed, and have obtained all necessary permits in accordance with all pertinent regulations.
- The Releaser(s) waives, releases, discharges, and agreed to indemnify the City of David City (or entities under the City's umbrella) for loss or damage, and claims or damages therefore, on account of any work that has been performed in accordance with City or State guidelines.
- Releaser(s) agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that if any portion of the agreement is held invalid, it is agreed that the balance, shall; notwithstanding, continue in full legal force and effect
- Releaser(s)'s obligation and duties hereunder shall in no manner be limited or restricted by maintaining any insurance coverage related to the above referenced event.
- This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

Signature of Property Owner: 

Printed Name and Title: Robert Wright - owner

Date: October 24, 2024

If Applicable:

Signature of Business Owner: _____

Printed Name and Title: _____

Date: _____

Attestation of U.S. Citizenship

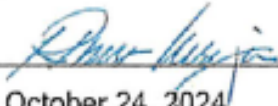
For the purpose of complying with Neb. Rev. Stat. §§4-108 through 4-114, I attest as follows:

☒ I am a citizen of the United States.

— OR —

☐ I am a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

Printed Name: Robert Gardner Wright
First Middle Last
Signature: 
Date: October 24, 2024

402 N 5th Street - Roof
BID 1



SPF/MEMBRANE BIDS

From Robert Wright <robwright.dcn@gmail.com>
Date Mon 3/16/2026 12:12 PM
To Robert <robwright.dcn@gmail.com>

Troy
Pospisil<nenesinc@gmail.com>
RobWright.dcn@gmail.com

Rob, Here is what i came up with for the roofs I took a look at. Two different options for each section

538 D Street (Garage Flat Roof)

Apply Spray foam over it.	\$11,193.00
Tax	<u>\$ 839.48</u>
	\$12,032.48

Single ply membrane	\$13,934.00
Tax	<u>\$1,045.05</u>
	\$14,979.05

402 N 5th Street (two story building)

SPF foam	\$29,850.00
Tax	<u>\$2,238.75</u>
	\$32,088.75

Single ply membrane	\$38,867.00
Tax	<u>\$2,915.03</u>
	\$41,782.03

The spray foam option will have a 10-year material warranty

The single ply membrane option will have a 20-year material warranty

Let us know what you would like to do and then we will get that option wrote up and sent to you for approval

Look forward to working with you on these projects.

Troy Pospisil
President / Owner
North East Nebraska Energy Systems Inc.
nenesinc@gmail.com
402-649-6487

Desert Storm Veteran

402 N 5th Street - Roof
BID 2

Page 1

Tillotson Enterprises
8000 Fletcher Ave, Suite 100
Lincoln, NE 68507
Office: 402-466-7038
Fax: 402-466-0305
(herein "Tillotson")



Contract #24799 - 39294
Page 1 of 1
Date: 6/10/2025
3,162 square feet
3,162 expanded square feet

To: Robert Wright
163 S 7th St
David City, Nebraska 68632
Phone: 402-367-7954
(herein "Client")

Job 402 N 5th St
Location: David City, Nebraska 68632

Submit specifications and estimates for: installing the FOAM system using Evercoat HT coating.

1. Seal cracks in membrane on west and south parapet wall ledge with urethane sealant.
2. Power wash parapet walls and parapet wall ledge as necessary.
3. Use a foam scarifier to remove the top 1/2 inch of foam and coatings. This process is designed to remove only the surface layer of foam and coatings. If, during the scarifying process, it is determined that the foam is wet beyond 1/2 inch, a full tear-off or partial tear-off will be required. In such case, additional costs for tear-off and replacement will apply. The client will be notified promptly of any changes to the scope of work, and approval will be required before proceeding.
4. To prevent over-spray, cover vents and paper off edge detail.
5. Apply primer to scarified foam
6. Install a minimum of 1 1/4 inches of sprayed in place polyurethane foam over the specified area. Foam thickness is an average and can vary + or - 1/4" from proposed thickness. Foam R-Value is 6.7/inch.
7. Apply Evercoat HT base coat over the entire foamed surface (2.0 gallons per square).
8. Apply Evercaulk where necessary.
9. Apply Evercoat HT top coat over the entire foamed surface (2.0 gallons per square).
10. Apply Everest Silkoxy top coat to parapet wall membrane ledge. (2.0 gallons per square).

Tillotson Enterprises, Inc. will comply with OSHA fall protection guidelines by either installing a temporary OSHA-compliant fence with an assigned OSHA monitor or, for roofs under 50 feet wide with a pitch of 4/12 or less, using only an OSHA monitor. If neither an OSHA monitor nor a fence is applicable, workers will be tied off during all phases of work.

Finished color: White

Install the above system in accordance with Everest System specifications.

Total average dry mils of coatings over entire foamed surface is 30 mils

Elongation 600% Tensile Strength 500 psi

WARRANTY: 12 year "leak free" material and 12 year "leak free" labor warranty (non pro-rated).

* This system has a twenty year life expectancy

RENEWABLE WARRANTY: An additional warranty can be renewed at the end of the warranty period with an inspection and re-coat. If the roof is re-coated on a regular basis, the roof may never need to be replaced again.

Any alteration or deviation from above specification involving extra costs, will be undertaken and performed only after a written change order has been signed by the parties, and will become an extra charge over and above the original contract price as set forth in such change order. Client shall carry fire, tornado, hail and other necessary insurance on above work. Workmen's compensation and public liability insurance on above work to be taken out by Tillotson Enterprises Inc. Tillotson Enterprises, Inc. is not responsible for any existing or future damage due to mold or mildew. The warranties set forth in this contract are in lieu of any other or additional warranties of any type or nature whatsoever, and Tillotson shall not be liable for, incidental or consequential damages.

We hereby propose to furnish material and labor - in accordance with the above specifications, for the sum of: Thirty Five Thousand Six Hundred dollars \$35,600.00

Payment to be made as follows: 50% with signed contract, and 50% within 30 days of project completion. Delinquent

payment, upon any work completed, shall bear interest at 1 1/2% per month from date of completion, and, if suit is filed to enforce payment, owner will pay reasonable attorney fees and court costs. I understand that any failure to pay as and when required by the contract, all Warranty/Guarantees contained herein can be reduced or voided. The prices, specifications and conditions are satisfactory and are hereby accepted. The contractor is authorized to do the work specified. Tillotson Enterprises Inc. reserves the right to charge client for expenses incurred for a warranty service call if it is determined the problem is not a warranty issue covered by material and/or labor.

There will be an additional 3.5% fee on the transaction amount for invoices paid with credit card or debit card.

Please note that if you require an "additional insured" or a "waiver of subrogation" on the Workers' Compensation certificate and it was not included as a line item in your contract, an additional charge of \$300.00 will apply. This charge will be invoiced separately and must be paid before the job starts unless other arrangements are made.

1st Payment: \$17,800.00 dollars
Date Paid:

2nd Payment: \$17,800.00 dollars
Date Paid:

If the first down payment is not received with the contract, then any additional material cost, labor cost, etc. will be passed on to the client when the job is started and included in the first payment.

Acceptance of the proposal. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

We agree to furnish the above items and conditions herein contained. All agreements contingent upon strikes, acts of God, or other causes beyond our control.

Date of Acceptance _____

This contract price is void after 30 days

Purchaser _____

Contractor _____

402 N 5th Street - Windows
BID 1

Nebraska Door and Window
Zachery Adamson

Bid Date: 3/6/2026

Quote Number: 1

Work Start Date:

Valid Until: 4/6/2026

Job: Bob Wright 403 N. 5th
Street David City

Work End Date:

Payment Due By:

Material

	Price	Rate	Total
Framing	\$33,057.30		
Glass	\$17,593.04		
Subtotal			\$50,650.34
Tax		7.50%	\$3,798.78
Total Material			\$54,449.12

Labor

	Price	Rate	Total
Subtotal			\$22,668.02
Tax		0.00%	\$0.00
Total Labor			\$22,668.02

Miscellaneous Charges

	Price	Rate	Total
Subtotal			\$14,420.00
Tax		7.50%	\$1,081.50
Total Miscellaneous			\$15,501.50

Job Grand Total	\$92,618.64
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Sections Bid

West, South, and East window and Door Elevations

Exclusions

Window Blinds

Garage Door

Interior and exterior finishes that may need complete after window replacement (paint, trim, ceiling tie in and repair, etc.)

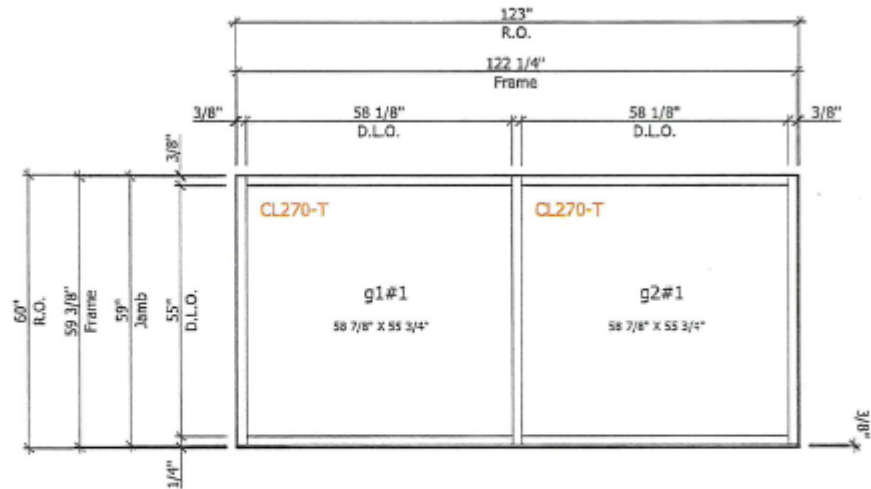
Notes

Doors will be storefront style with glass or insulated panel as selected by customer

Glass infill will be Clear LowE

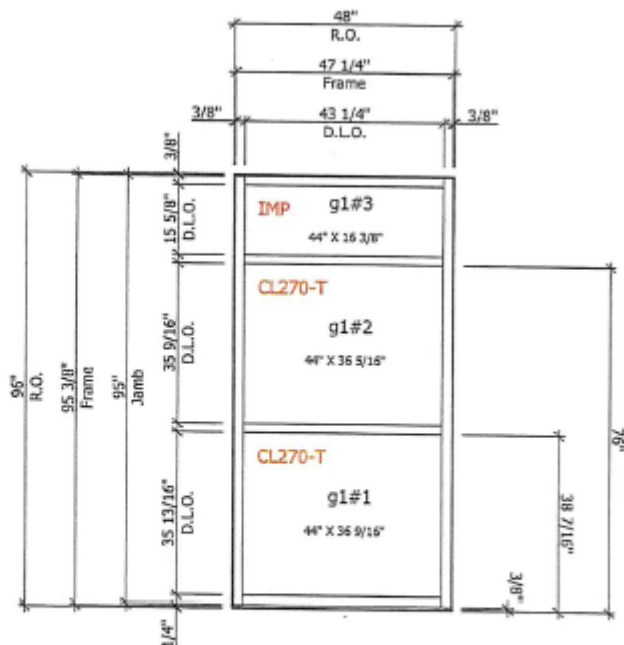
Storefront color will be dark bronze anodized

All elevations require further field measurements and sizes may vary from drawn elevations



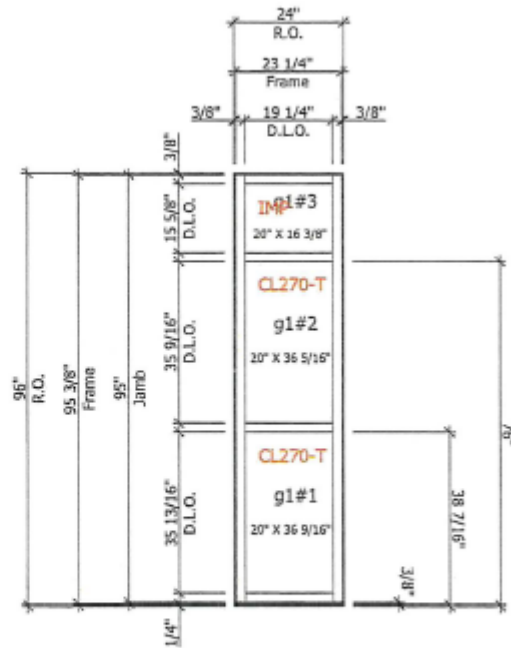
Fixed non operable window
Elevation for reference only
actual size will vary once final field
measurements are taken

Bob Wright 403 N. 5th Street David City-(1st Floor West
Elevation) - Bronze- (1Thus)
Frame: NDW - Series 3000 : Storefront : Thermal :
Multiplane : Center Set : Outside Glazed : Screw Spline



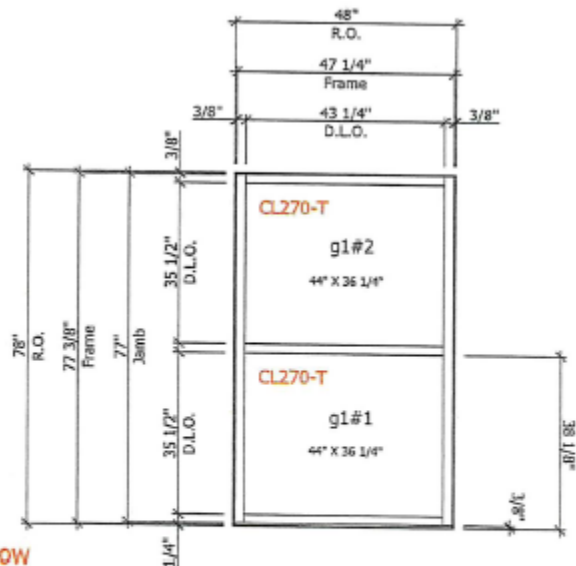
Fixed non operable window
Elevation for reference only
actual size will vary once final field
measurements are taken

Bob Wright 403 N. 5th Street David City-(2nd Floor S & W
windows) - Bronze- (9Thus)
Frame: NDW - Series 3000 : Storefront : Thermal :
Multiplane : Center Set : Outside Glazed : Screw Spline



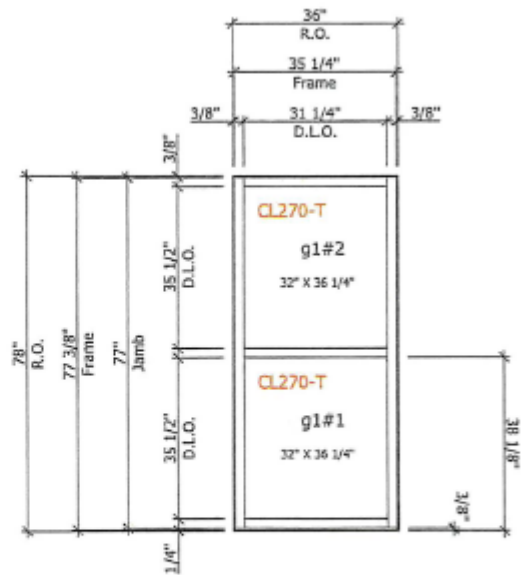
Fixed non operable window
Elevation for reference only
actual size will vary once final field
measurements are taken

Bob Wright 403 N. 5th Street David City-(2nd Floor W small
windows) - Bronze- (2Thus)
Frame: NDW - Series 3000 ; Storefront : Thermal ;
Multiplane : Center Set ; Outside Glazed ; Screw Spline



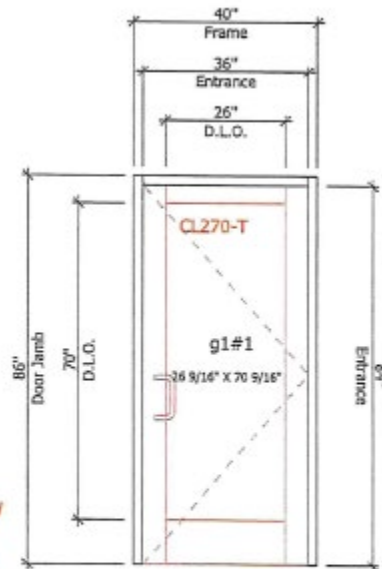
Fixed non operable window
Elevation for reference only
actual size will vary once final field
measurements are taken

Bob Wright 403 N. 5th Street David City-(1st floor South
elev) - Bronze- (5Thus)
Frame: NDW - Series 3000 ; Storefront : Thermal ;
Multiplane : Center Set ; Outside Glazed ; Screw Spline



Fixed non operable window
 Elevation for reference only
 actual size will vary once final field
 measurements are taken

Bob Wright 403 N. 5th Street David City-(1st floor West
 elev) - Bronze- (1Thus)
 Frame: NDW - Series 3000 : Storefront : Thermal :
 Multiplane : Center Set : Outside Glazed : Screw Spline



Elevation for reference only
 actual size and handing
 will vary once final field
 measurements are taken
 Door included exit device to allow
 egress anytime
 Option of glass or insulated panel

Bob Wright 403 N. 5th Street David City-(South and West
 Doors) - Bronze- (7Thus)
 Frame: NDW - Series 3000 : Storefront : Thermal :
 Multiplane : Center Set : Outside Glazed : Screw Spline

402 N 5th Street - Windows
BID 2



Quote 103991A

Date: 3/6/2026

Page: 1 of 3

Bob Wright
402 N. 5th St.
David City NE 68632

Job: Bob Wright
402 N. 5th St.
Building #1
David City NE 68632
Mobile: 402-367-7954
Email: robwright.dcn@gmail.com

Quantity	Description
1	Aluminum Framed Door and Window Replacements - Building #1 Scope of work included in bid: -Lincoln Glass to furnish and install Manko Window Systems aluminum in-swing and out-swing doors and frames. Specifically, (5) medium stile doors, continuous hinge, std. MS locks, back-to-back offset pull handles, thresholds, sweeps and closers. Framing to be Manko 2450CG series 2" x 4-1/2", centerplane, outside glazed, screwspline framing in predetermined configuration. - Lincoln Glass to furnish and install (1) hollow metal exit door on second floor for roof access. BB hinges, passage lock, deadbolt, rim panic exit device, threshold, weather strip and closer. Primer finish -Lincoln Glass to furnish and install Manko Window Systems aluminum framing for (19) fixed exterior storefront window elevations. Framing to be Manko 2450CG series 2" x 4-1/2",center plane,outside glazed, screwspline framing in predetermined configuration. Configuration will have to be altered slightly for horizontal dead load. - Door R.O. - (1) 39-1/2" x 82", (1) 37" x 83", (1) 34-1/2" x 83", (1) 40" x 86, (1) 37" x 120-1/2" (transom), (1) 30-1/2" x 81-1/4" HM - Window R.O - : (1) 122" x 60", (2) 28" x 45", (3) 47" x 61", (2) 35-1/2" x 49", (2) 24" x 94". (1) 49" x 94", (3) 60" x 94", (5) 38" x 94" - Finish: Bronze Anodized - Glass to be: - 1" Clear Insulated Tempered Units - Removal of existing doors/frames: Included Door Lead Time – 8-10 weeks Lead Time for S/L Materials – 2-4 weeks Exclusions:

Continued on next page...

This quotation is valid for 30 days from the date of issue.
Balance is due on delivery or pickup. A 50% deposit is due at the time of acceptance and must be paid before any work can commence. 50% (\$48,537.74)

Quantity	Description
	• Final cleaning of glass and aluminum. • Field testing of any kind. • Hardware for doors of any kind unless specifically noted above. • Drywall/Paint Repair • Trim Replacement/Installation • Wood Framed Openings/Opening Preparation • Cement block/brick/stone demo or opening preparation. • Electrical wiring of any kind if applicable.
	1 x Manko Storefront & Glass Materials
	1 x Midwest Glazing - HM Door & Hardware
	1 x Boom Lift 66 Foot - Month
	5 x GLS 9016 Closer 10B Durohatic / Dark Bronze
	5 x Rubber Sweep 36" Durohatic / Dark Bronze
	2 x Caulking
	1 x Brake Metal
	2 x Sundries
	Labor
1	Nebraska Construction Tax / No Sales Tax
	Nebraska State Const Tax / No Sales Tax

[Click here to view and accept the quote online.](#)

[Click here to securely pay your deposit.](#)

By confirming, you accept the above mentioned description of work and agree to the price, terms and conditions listed.

If a reschedule is requested under 24 hours to installation date, a \$150 Reschedule Fee will be added to final invoice.

This quotation is valid for 30 days from the date of issue.
Balance is due on delivery or pickup. A 50% deposit is due at the time of acceptance and must be paid before any work can commence. 50% (\$46,537.74)

Subtotal: 97,075.47

Total: \$97,075.47

Terms and Conditions:

1. This quote is valid for 30 days from the date of the order. Our prices include measurements, fabrication, delivery and installation of products specified on the opposite side of this quote unless otherwise stated.
2. Price does not include evening or weekend working hours. Normal working hours are 7:30 am to 4:00 pm Monday through Friday.
3. The quoted price is subject to change if there are any changes to the size or configuration after the final field measurement, or options not listed in the quote.
4. All the products shall be furnished in accordance with the respective industry tolerances of color variation, thickness, size (+/- 1/8"), texture and performance standards.
5. Lincoln Glass, Inc. (hereafter Lincoln Glass) will not be responsible for any discrepancies in customer provided measurements.
6. If existing obstructions are needed to be removed or customer's structure needs to be modified or corrected for installation, Lincoln Glass reserves the right to require customer to modify the work area. If this action results in an installation time increase and/or reschedule, there may be extra charges.
7. In case Lincoln Glass is required to provide labor to install "customer provided" products, Lincoln Glass is not responsible for any damages to customer's products or any other materials involved in, surrounding, or in the area of the work being performed.
8. Any items not specifically listed and priced in quote are excluded; any changes from the quote to hardware or materials listed may cause a change in pricing for which a new quote may be submitted.
9. Lead times given are based on information received by suppliers and manufacturers and are subject to change at any time and without notice, therefore Lincoln Glass shall not be held responsible for delays caused by suppliers and manufacturers.
10. One trip for field measurements and one trip for installation per project is included in the quoted price. Field measurements will be taken after we are notified that the areas of our scope are ready for measurement. Additional trips required due to openings not being ready and/or unacceptable installation conditions will result in \$150.00 per trip charge.
11. Following is excluded: Final protection and cleaning, glass or mirror breakage by others, testing, engineering, permits, bonds, demolition, temporary enclosures, repairs or modification of existing opening or frames, core drilling for floor closures, any electrical work, unless noted in the scope of work on the quote.
12. Removal of existing materials may damage materials and/or surfaces during the removal of the said materials or may expose tile/structure issues. Lincoln Glass does not assume any responsibility for damages due to or during removal of existing materials. Additional trips required due to these issues will result in \$150.00 per trip charge.
13. Payment terms: 100% prepayment is required for walk-in or call-in projects. A nonrefundable 50% deposit is required at the time of order for storefront and shower door projects, with the balance due upon project completion. Lincoln Glass may require a credit/debit card to be placed on file for charging at project completion. Established customers are eligible for Net 30 payment terms, which must be approved by Lincoln Glass, in its sole discretion.
14. All glass and/or mirror products must be inspected at the time of pick up/delivery or installation. Lincoln Glass is not responsible for glass and/or mirror products once it leaves the store premises or has been accepted after delivery/installation.
15. It is the customer's responsibility to load products. Lincoln Glass or its agents cannot load your vehicle. During loading, Lincoln Glass or its agents will not be held liable for any damages to vehicle, personal items in the vehicle, or any bodily injuries that may occur during loading and transportation.
16. Customer agrees to pay a \$35.00 fee for each returned check.
17. Lincoln Glass is not responsible for any existing structural issues that may interfere with the installation and/or lead to unsightly reveals. Any or all structural modifications that may arise before, during, or after the glass installation are explicitly the customer's responsibility.
18. If any dimensions are changed after Lincoln Glass measurement is completed and the changes in dimensions lead to inability of installation, there will be additional charges.
19. Once the delivery/installation appointment for your project is confirmed, this time will be reserved just for you. If you are unable to keep this appointment we will need a notification at least one business day in advance. Otherwise, a \$150.00 Reschedule Fee will be added to your final invoice and there may be further delays due to our scheduling load.
20. Upon your acceptance of this quote, Lincoln Glass has the option, but not the obligation, to perform a title search on the property where the work is to be performed. If Lincoln Glass deems the results of the title search unsatisfactory for any reason (significant deed of trust or existence of construction liens or other encumbrances), then Lincoln Glass may require you to pay the proposal in full before any material is procured or labor is provided. Lincoln Glass has 14 days after your acceptance of the proposal to perform the title search and exercise its right to require 100% prepayment. After you receive Lincoln Glass' notice, you have 14 days to make payment in full and, if no payment is received, you agree that this proposal is null and void and that Lincoln Glass has no obligation to complete the scope of work.
21. Lincoln Glass warrants that its installation services with respect to products purchased from Lincoln Glass shall be performed in a workmanlike manner and in accordance with the manufacturer's installation instructions as of the date the installation is complete. To secure warranty service, you must (1) make a warranty claim in writing to Lincoln Glass within one (1) year from the date of installation; and (2) provide Lincoln Glass with access to the area for reinstallation of the products within a reasonable period of time. Lincoln Glass's only obligation under this warranty is to reneat the products at its cost. THIS LIMITED INSTALLATION WARRANTY CONTAINS THE ENTIRE AND COMPLETE TERMS OF LINCOLN GLASS'S LIMITED INSTALLATION WARRANTY AND THE LIMITED INSTALLATION WARRANTY SUPERSEDES AND EXCLUDES ALL PRIOR ORAL OR WRITTEN REPRESENTATIONS OR WARRANTIES. LINCOLN GLASS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Lincoln Glass's limited installation warranty does not apply to any products not manufactured by Lincoln Glass, although such products may be covered by a separate warranty of the product manufacturer.
22. Limitation of Damages. THE TOTAL LIABILITY OF LINCOLN GLASS FOR ALL CLAIMS OF ANY KIND ARISING FROM OR RELATED TO THE FORMATION, PERFORMANCE OR BREACH OF THIS CONTRACT, OR ANY PRODUCTS OR SERVICES, SHALL NOT EXCEED THE CONTRACT PRICE. LINCOLN GLASS SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES.

ACCEPTANCE OF ORDER: I accept the above mentioned description of work for the above price and subject to the above terms and conditions.

Customer Acceptance: _____

Acceptance Date: _____









Chicago Lumber Commercial Services
P. 800-642-8210

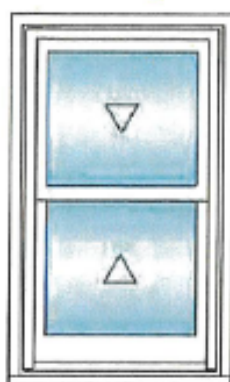
403 N 5th Street - David City NE
No Transoms
Quote Number: NGLBQ2V

LINE ITEM QUOTES

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes. Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

Line #1	Mark Unit: Type A	Net Price:		1,387.13
Qty: 2		Ext. Net Price:	USD	2,774.26

MARVIN 



As Viewed From The Exterior

Bronze Clad Exterior
Primed Pine Interior
Ultimate Double Hung G2
Glass Add For All Sash/Panels
Top Sash
Bronze Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Tempered Low E2 w/Argon
Black Stainless Steel Perimeter Bar
Ogee Interior Glazing Profile
Bottom Sash
Bronze Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Tempered Low E2 w/Argon
Black Stainless Steel Perimeter Bar
Ogee Interior Glazing Profile
White Interior Weather Strip Package
Black Exterior Weather Strip Package
Matte Black Sash Lock
Matte Black Top Sash Strike Plate Assembly Color
No Screen

Line #2	Mark Unit: Type B	Net Price:		2,870.44
Qty: 1		Ext. Net Price:	USD	2,870.44

MARVIN 



As Viewed From The Exterior

Bronze Clad Exterior
Primed Pine Interior
2W1H - Rectangle Assembly
Ultimate Direct Glaze Rectangle
IG - 1 Lite
Low E2 w/Argon
Black Stainless Steel Perimeter Bar
Putty Exterior Glazing Profile
Ultimate Direct Glaze Rectangle
IG - 1 Lite
Low E2 w/Argon
Black Stainless Steel Perimeter Bar
Putty Exterior Glazing Profile
Standard Mull Charge

Chicago Lumber Commercial Services
P. 800-642-8210

403 N 5th Street - David City NE
No Transoms
Quote Number: NGLBQ2V

Line #3	Mark Unit: Type C	Net Price:		1,977.36
Qty: 2		Ext. Net Price:	USD	3,954.72

MARVIN 



As Viewed From The Exterior

Bronze Clad Exterior
Primed Pine Interior
Ultimate Double Hung G2
Top Sash
Bronze Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 Frost w/Argon
Black Stainless Steel Perimeter Bar
Ogee Interior Glazing Profile
Bottom Sash
Bronze Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 w/Argon
Black Stainless Steel Perimeter Bar
Ogee Interior Glazing Profile
White Interior Weather Strip Package
Black Exterior Weather Strip Package
Matte Black Non-Tilt Sash Lock
Matte Black Top Sash Strike Plate Assembly Color
No Screen

Line #4	Mark Unit: Type D	Net Price:		2,684.88
Qty: 2		Ext. Net Price:	USD	5,369.76

MARVIN 



As Viewed From The Exterior

Bronze Clad Exterior
Primed Pine Interior
Ultimate Double Hung G2
Top Sash
Bronze Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 Frost w/Argon
Black Stainless Steel Perimeter Bar
Ogee Interior Glazing Profile
Bottom Sash
Bronze Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 w/Argon
Black Stainless Steel Perimeter Bar
Ogee Interior Glazing Profile
White Interior Weather Strip Package
Black Exterior Weather Strip Package
Matte Black Non-Tilt Sash Lock
Matte Black Top Sash Strike Plate Assembly Color
No Screen

Chicago Lumber Commercial Services
P. 800-642-8210

403 N 5th Street - David City NE
No Transoms
Quote Number: **NGLBQ2V**

Line #5	Mark Unit: Type E	Net Price:		3,456.41
Qty: 2		Ext. Net Price:	USD	6,912.82

MARVIN 



As Viewed From The Exterior

Bronze Clad Exterior
Primed Pine Interior
Ultimate Double Hung G2
Top Sash
Bronze Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 Frost w/Argon
Black Stainless Steel Perimeter Bar
Ogee Interior Glazing Profile
Bottom Sash
Bronze Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 w/Argon
Black Stainless Steel Perimeter Bar
Ogee Interior Glazing Profile
White Interior Weather Strip Package
Black Exterior Weather Strip Package
Matte Black Non-Tilt Sash Lock
Matte Black Top Sash Strike Plate Assembly Color
No Screen

Line #6	Mark Unit: Type F	Net Price:		2,256.75
Qty: 5		Ext. Net Price:	USD	11,283.75

MARVIN 



As Viewed From The Exterior

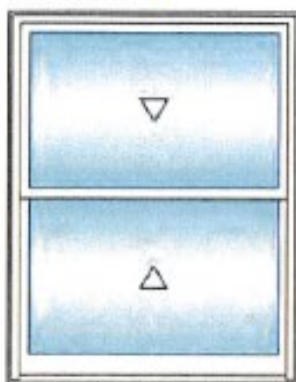
Bronze Clad Exterior
Primed Pine Interior
Ultimate Double Hung G2
Top Sash
Bronze Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 Frost w/Argon
Black Stainless Steel Perimeter Bar
Ogee Interior Glazing Profile
Bottom Sash
Bronze Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 w/Argon
Black Stainless Steel Perimeter Bar
Ogee Interior Glazing Profile
White Interior Weather Strip Package
Black Exterior Weather Strip Package
Matte Black Non-Tilt Sash Lock
Matte Black Top Sash Strike Plate Assembly Color
No Screen

Chicago Lumber Commercial Services
P. 800-642-8210

403 N 5th Street - David City NE
No Transoms
Quote Number: NGLBQ2V

Line #7	Mark Unit: Type G	Net Price:		1,272.22
Qty: 3		Ext. Net Price:	USD	3,816.66

MARVIN 

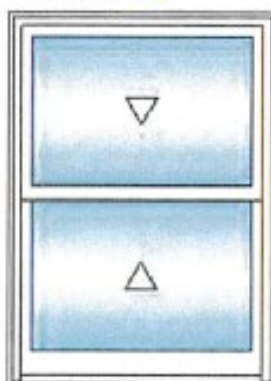


As Viewed From The Exterior

Bronze Clad Exterior
Primed Pine Interior
Ultimate Double Hung G2
Top Sash
Bronze Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 w/Argon
Black Stainless Steel Perimeter Bar
Ogee Interior Glazing Profile
Bottom Sash
Bronze Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 w/Argon
Black Stainless Steel Perimeter Bar
Ogee Interior Glazing Profile
White Interior Weather Strip Package
Black Exterior Weather Strip Package
Matte Black Sash Lock
Matte Black Top Sash Strike Plate Assembly Color
No Screen

Line #8	Mark Unit: Type H	Net Price:		1,050.54
Qty: 2		Ext. Net Price:	USD	2,101.08

MARVIN 



As Viewed From The Exterior

Bronze Clad Exterior
Primed Pine Interior
Ultimate Double Hung G2
Top Sash
Bronze Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 w/Argon
Black Stainless Steel Perimeter Bar
Ogee Interior Glazing Profile
Bottom Sash
Bronze Clad Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 w/Argon
Black Stainless Steel Perimeter Bar
Ogee Interior Glazing Profile
White Interior Weather Strip Package
Black Exterior Weather Strip Package
Matte Black Sash Lock
Matte Black Top Sash Strike Plate Assembly Color
No Screen

Chicago Lumber Commercial Services
 P. 800-642-8210

403 N 5th Street - David City NE
 No Transoms
 Quote Number: NGLBQ2V

Line #9 Qty: 35	Mark Unit: Head & Side Casing	Net Price:	29.34
		Ext. Net Price: USD	1,026.90

Marvin Parts

18601080 A110 2" FRAME EXPANDER-150"-BRONZE

Line #10 Qty: 6	Mark Unit: Subsill	Net Price:	88.84
		Ext. Net Price: USD	533.04

Marvin Parts

18565399 A217 SIMULATED THICK SILL-200"-BRONZE

Line #11 Qty: 4	Mark Unit: Head Transition at Panels	Net Price:	36.68
		Ext. Net Price: USD	146.72

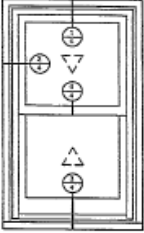
Marvin Parts

18601230 A120 90 DEG. FRAME EXPANDER-150"-BRONZE

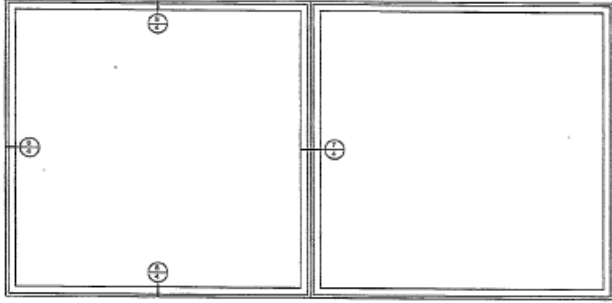
Line #12 Qty: 1	Mark Unit: Installation	Net Price:	29,500.00
		Ext. Net Price: USD	29,500.00

Labor Removal and Installation of Windows and Doors.

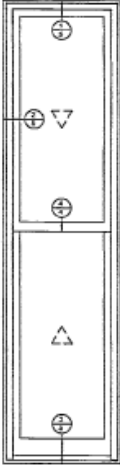
Project Subtotal Net Price: USD	40,790.15
Non-Taxable Labor: USD	29,500.00
7.500% Sales Tax: USD	3,059.26
Project Total Net Price: USD	73,349.41



TYPE A
SCALE: 3/4" = 1'-0"



TYPE B
SCALE: 3/4" = 1'-0"



TYPE C
SCALE: 3/4" = 1'-0"

SPECIFICATIONS

Qty: 2

Product Line: Ultimate Series

Exterior: Standard Color Aluminum Clad

Interior: Primed Pine

Glass: IG, Low E272 w/Argon

Hardware: Standard Color

Screen: None

Jamb Depth: Standard

Exterior Casing: See Details

SPECIFICATIONS

Qty: 1

Product Line: Ultimate Series

Exterior: Standard Color Aluminum Clad

Interior: Primed Pine

Glass: IG, Low E272 w/Argon

Jamb Depth: Standard

Exterior Casing: See Details

SPECIFICATIONS

Qty: 2

Product Line: Ultimate Series

Exterior: Standard Color Aluminum Clad

Interior: Primed Pine

Glass: IG, Low E272 w/Argon

1 Transom Glass: Frosted Glass

Hardware: Standard Color

Screen: None

Jamb Depth: Standard

Exterior Casing: See Details

PROJ: 400 N 1st St - 4th Fl - Civil City NE / 1st Transoms

DRAWN: PAT DUESMAN

DATE: 08/05/2024

PK: 000004.01.00

CREATED: 08/05/2024 10:00

PROJ: 400 N 1st St - 4th Fl - Civil City NE / 1st Transoms

DRAWN: PAT DUESMAN

DATE: 08/05/2024

PK: 000004.01.00

CREATED: 08/05/2024 10:00

PROJ: 400 N 1st St - 4th Fl - Civil City NE / 1st Transoms

DRAWN: PAT DUESMAN

DATE: 08/05/2024

PK: 000004.01.00

CREATED: 08/05/2024 10:00

SHEET

1

OF 5

SHEET

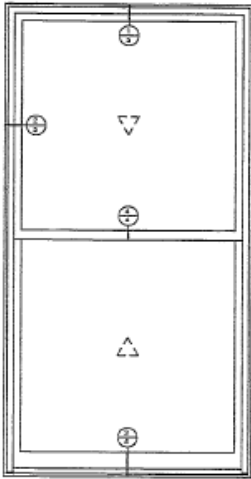
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OF 5

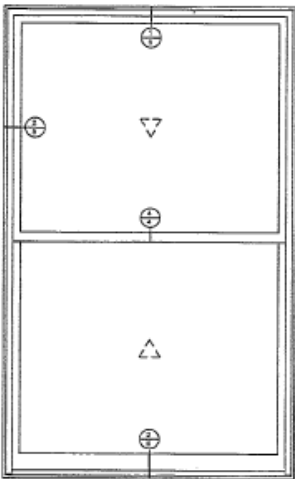
SHEET

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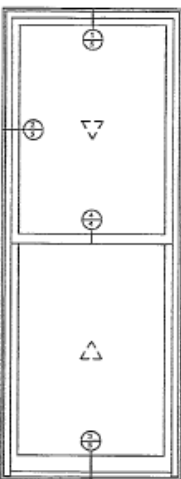
OF 5



TYPE D
SCALE: 3/4" = 1'-0"



TYPE E
SCALE: 3/4" = 1'-0"



TYPE F
SCALE: 3/4" = 1'-0"

SPECIFICATIONS

Qty: 2

Product Line: Ultimate Series

Exterior: Standard Color Aluminum Clad

Interior: Primed Pine

Glass: IG, Low E272 w/Argon

1 Transom Glass: Frosted Glass

Hardware: Standard Color

Screen: None

Jamb Depth: Standard

Exterior Casing: See Details

SPECIFICATIONS

Qty: 2

Product Line: Ultimate Series

Exterior: Standard Color Aluminum Clad

Interior: Primed Pine

Glass: IG, Low E272 w/Argon

1 Transom Glass: Frosted Glass

Hardware: Standard Color

Screen: None

Jamb Depth: Standard

Exterior Casing: See Details

SPECIFICATIONS

Qty: 5

Product Line: Ultimate Series

Exterior: Standard Color Aluminum Clad

Interior: Primed Pine

Glass: IG, Low E272 w/Argon

1 Transom Glass: Frosted Glass

Hardware: Standard Color

Screen: None

Jamb Depth: Standard

Exterior Casing: See Details

PROJ: 400 N 1st St - 4th Fl - Civil City NE / 1st Transoms

DRAWN: PAT DUESMAN

DATE: 08/05/2024

PK: 000004.01.00

CREATED: 08/05/2024 10:00

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PROJ: 400 N 1st St - 4th Fl - Civil City NE / 1st Transoms

DRAWN: PAT DUESMAN

DATE: 08/05/2024

PK: 000004.01.00

CREATED: 08/05/2024 10:00

SHEET

2

OF 5

SHEET

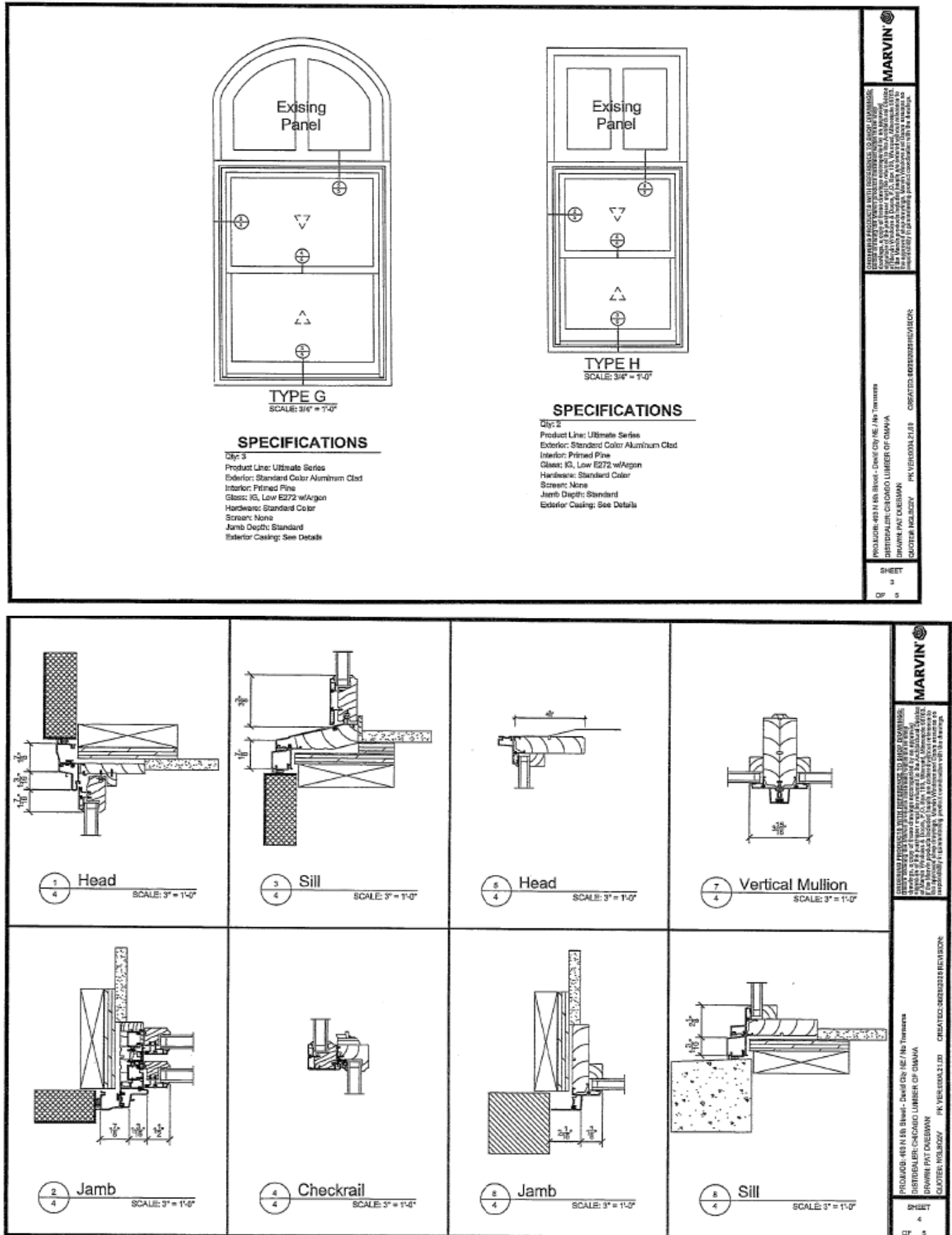
2

OF 5

SHEET

2

OF 5



MARVIN

MARVIN WINDOWS & DOORS, A DIVISION OF MARVIN CO., INC. 10000 MARVIN DRIVE, CINCINNATI, OH 45241-1000
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PROJECT: 483 N 68th Street - Devil City NE / NE Transoms
DISTRIBUTOR: CHICAGO LUMBER OF OMAHA
DRAWN BY: DCS/SMW
CHECKED BY: JLS/SMW
DATE: 08/01/2025

SHEET
3
OF 5

MARVIN

MARVIN WINDOWS & DOORS, A DIVISION OF MARVIN CO., INC. 10000 MARVIN DRIVE, CINCINNATI, OH 45241-1000
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PROJECT: 483 N 68th Street - Devil City NE / NE Transoms
DISTRIBUTOR: CHICAGO LUMBER OF OMAHA
DRAWN BY: DCS/SMW
CHECKED BY: JLS/SMW
DATE: 08/01/2025

SHEET
4
OF 5

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Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to **return both pages of the original document** by the filing deadline (October 31, 2026) may result in the
suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2026**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120,
39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City ☒ Village ☐ of David City, Nebraska
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**

Jessica J. Mullen
Signature of Mayor ☒ Village Board Chairperson ☐ (Required)

8-12-26
(Date)

Signature of City Street Superintendent (Optional)

(Date)



Return the completed original signing resolution and annual certification of program compliance by October 31, 2026 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509
or email to ndot.blshelp@nebraska.gov

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to **return both pages of the original document** by the filing deadline (October 31, 2026) may result in the
suspension of Highway Allocation funds until the documents are filed.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2026

Resolution No. 10-2026

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

Be it resolved that the Mayor ☒ Village Board Chairperson ☐ of David City, Nebraska
(Check one box) (Print name of municipality)
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this 12th day of August, 2026 at David City, Nebraska.
(Month)

City Council/Village Board Members

Keith Marvin: Yea
Kevin Wolta: Yea
Rick Holland: Yea

Jeremy Abel: Yea
Jim Angell: Yea
Bruce Meysenburg: Absent

City Council/Village Board Member Keith Marvin
Moved the adoption of said resolution
Member Kevin Wolta Seconded the Motion
Roll Call: 5 Yes 0 No 0 Abstained 1 Absent
Resolution adopted, signed, and billed as adopted.

Attest:

Jon M. Mathett
(Signature of Clerk)

Council discussed options for Engine No. 2 at the David City Power Plant, including leaving the engine offline, repairing it, or replacing it. The estimated repair cost is approximately \$300,000. Engine No. 2 dates to 1949, and replacement parts are becoming increasingly difficult to obtain. John Smaus, Power Plant Supervisor, presented a preliminary replacement option of approximately \$2 million per engine for a new 2,100 kW dual-fuel unit capable of operating on diesel and natural gas. Replacing Engines No. 2 and No. 3 could add approximately 2,000 kW of generating capacity. New units would also include updated breakers, voltage regulators, controls, and connection to the 13.8 kV system.

Council discussed the City's current NPPD capacity payments, potential additional revenue from increased general capacity, financing or bonding options, and the possibility of grant funding. Council also discussed the value of maintaining local generation capacity during regional power emergencies and periods of high energy costs.

Council expressed concern about investing approximately \$300,000 in repairing the aging Engine No. 2 and indicated a preference for further evaluating replacement. Additional information is needed regarding NPPD participation or capacity payments, financing, potential grants, installation requirements, and removal of existing engines.

No formal action was taken. John Smaus, Power Plant Supervisor, will obtain additional information and arrange for a presentation at a future Council meeting outlining replacement options, costs, funding opportunities, projected revenues/payback, and installation considerations.

Council discussed replacement of a broken transit laser level used by the Water and Wastewater Departments. Staff reported that the existing unit, which is personally owned by an employee, had been taken to Lincoln to determine whether it could be repaired.

Council discussed concerns regarding the use of personally owned tools for City work and clarified that the proposed replacement, estimated at approximately \$2,000, would be purchased and owned by the City. The employee was directed to discuss the matter concerning his personally owned equipment with the City Administrator Alan Zavodny.

Council Member Kevin Woita made a motion to purchase for the Water and Wastewater Departments a transit laser level from Transit Works. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

TRANSIT WORKS

6000 S 58th St Suite A, Lincoln, NE 68516, Phone: 402.421.6100
10540 Hickman Rd, Suite E1, Des Moines, IA 50325, Phone: 515.270.1156
Email: transitworks@windstream.net

Name: John
Company: David City Water Department
Address: 1220 E Street
David City, NE 68632

Email: dcwatersup@davidcityne.gov

Ofc: 402-367-3132

Cell:

Subject: LL500 Laser

We are pleased to offer the following quotation for your consideration:

Item	Qty	Stock #	Description	Unit	Price	Ext Price
1	1	LL500	LL500 w/HL700 Akaline	Ea	\$ 1,890.00	\$ 1,890.00
			<u>Other Options:</u>			
2	1	60-FGHD20	Tripod, Fiberglass Heavy Duty Flat head w/Quick Clamp	Ea	\$ 159.00	
3	1	92041	Rod, CR-16' 10ths	Ea	\$ 149.00	
4	1	92042	Rod, CR-16' 8ths	Ea	\$ 149.00	
			<u>Total</u>			<u>\$ 1,890.00</u>
Sub-Total						\$ 1,890.00
Sales Tax						-
Total						

Thank you for this opportunity to provide a quotation. If you have any questions, please let us know.

Prepared By: Dylan Campbell

Date: 8/10/2026

Accepted By: _____

Date: _____

Council received an update on ongoing union negotiations by City Administrator Alan Zavodny. Several meetings have been held, with discussions focusing primarily on holiday scheduling, on-call provisions, and employee compensation.

Holiday scheduling discussions include the possibility of providing Christmas Eve as a holiday while employees work a full day on New Year's Eve, with additional consideration needed for how holidays fall within the calendar. Council also discussed the applicability of these provisions to union and non-union employees.

Negotiations regarding on-call language and compensation remain ongoing. Salary discussions include consideration of a revised salary schedule intended to recognize experience, improve employee retention, and provide greater flexibility in scheduling employee evaluations. If an agreement cannot be reached on a revised schedule, the existing salary schedule may remain in place. The parties are also continuing discussion regarding the 2025 step increase.

Union representatives will discuss the proposals further with their memberships, and negotiations will continue with the goal of reaching an agreement before the September 30 deadline. No formal action was taken.

Council discussed delaying employee evaluations until the current union negotiations are concluded.

Council Member Jeremy Abel made a motion to adjourn at 8:29 p.m. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Absent, Kevin Woita: Yea. Yea: 5, Nay: 0, Absent: 1.

CERTIFICATION OF MINUTES

August 12, 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 August 12, 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