

## CITY COUNCIL PROCEEDINGS

March 11, 2026

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

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

Also present for the meeting were: Police Chief Marla Schnell, Account Clerk Elizabeth Parker, Andrew Wilshusen of JEO Consulting Group, Doug Rix, and Marlene Hein. Ethan Joy of JEO Consulting Group attended via Zoom.

The meeting opened with the Pledge of Allegiance.

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

Council Member Jim Angell made a motion to approve the minutes of the February 25, 2026, meeting of the Mayor and City Council as presented. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

Mayor Jessica Miller informed the Council that the city will be revisiting the Clothing Allowance Resolution.

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

Council President Bruce Meysenburg updated the Council on the Butler County Development Board and potential businesses that could be brought to town. Council Member Keith Marvin brought up the daycare and childcare surveys, as well as the need for a retail analysis to identify gaps and support local businesses.



Steager Lawn Service L.L.C  
 3711 N Rd  
 David City NE 68632

**Invoice**

Date	Invoice #
1/29/2026	23711

**Bill To**  
 City of David City  
 490 E Street  
 PO BOX 191  
 David City, NE 68632

**Bill To**  
 City of David City  
 490 E Street  
 PO BOX 191  
 David City, NE 68632

**Invoice**

Date	Invoice #
1/8/2026	23709

P.O. No.		Terms	Project	
Quantity	Description	Rate	Amount	
1	Mow and trim parks first payment due April 1st	22,791.67	22,791.67	
			<i>5166-617</i>	<i>AK</i>
<b>Total</b>			\$22,791.67	

P.O. No.		Terms	Project	
Quantity	Description	Rate	Amount	
36 14	trim trees in park handheld power equip	65.00 20.00	2,340.00 280.00	
			<i>5166-617</i>	<i>AK</i>
<b>Total</b>			\$2,620.00	

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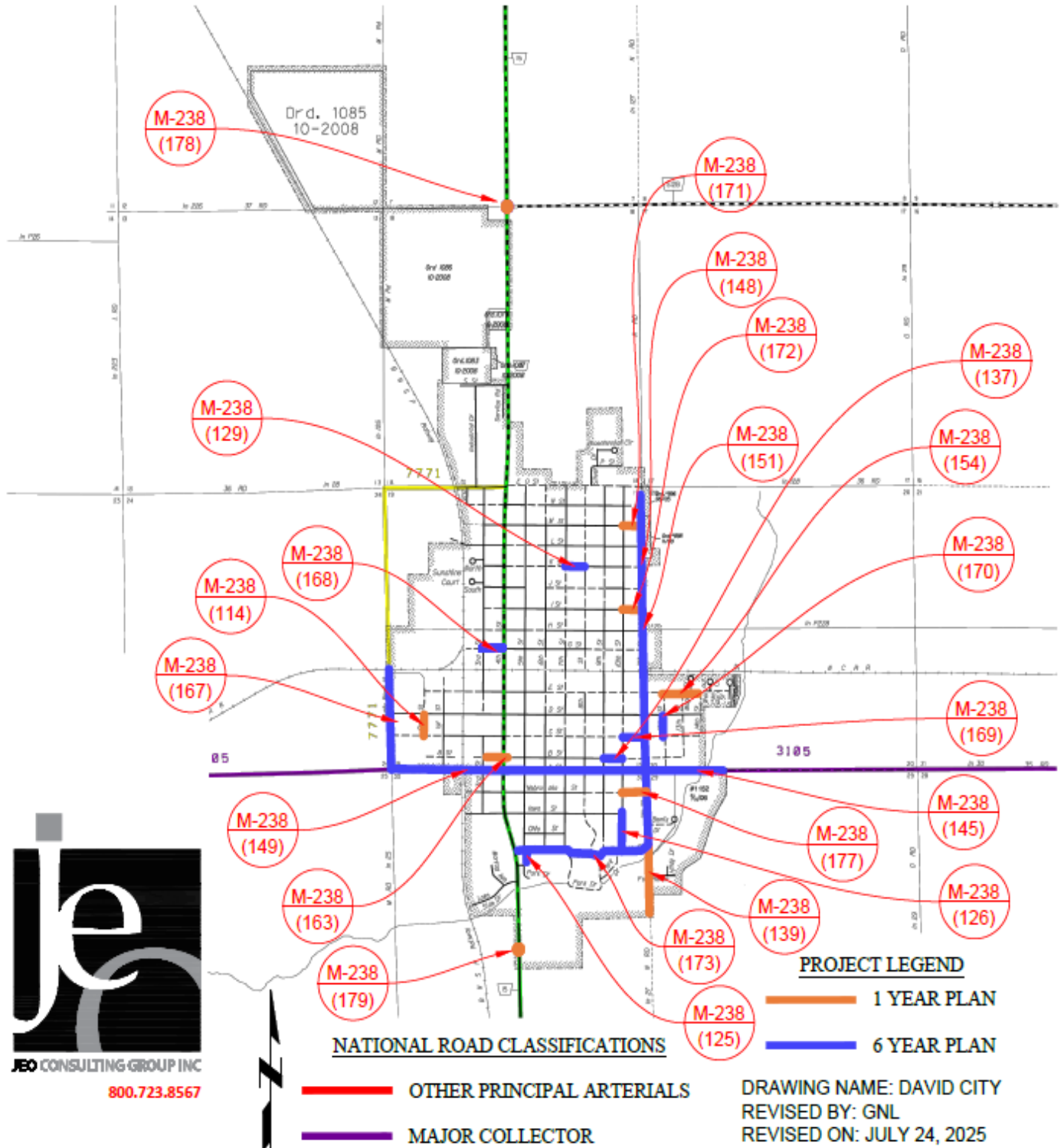
Andrew Wilshusen of JEO Consulting Group introduced himself. He presented the proposed 2026-2027 One- and Six-Year Street Improvement plans to the City Council. Currently, on the maps presented, Nebraska Street has been completed and will be removed from the plans. There will need to be updates to the map to include the 5th Street improvements. If we need to update the map, we can do so at any time during the year.

Completed Projects (FY 24/25)				City of David City		
Project #	Street Name	Start	End	Description of Work	Length (mi)	Final Cost
M-238(175)	Scout Lane	Hwy 15	Monarch Dr.	Concrete Street Paving	0.07	\$ 150,000
M-238(176)	Northland Sub.			Concrete Street Paving, Drainage Improvements	1	\$ 1,500,000

One Year Plan - Fiscal Year 2025/2026 Projects (October 1st to September 30th)				City of David City		
Project #	Street Name	Start	End	Description of Work	Length (mi)	Est. Cost
M-238(114)	Oak Street	"C" Street	"D" Street	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.08	\$ 130,000
M-238(139)	11th Street	Kansas St.	Cemetery	Existing Gravel Street to 27' Wide 6" Concrete Street (NIC Bridge)	0.48	\$ 325,000
M-238(154)	"E" Street	12th St.	14th St.	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.22	\$ 350,000
M-238(163)	"B" Street	3rd St.	4th St.	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.08	\$ 125,000
M-238(171)	"M" Street	10th St.	11th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.08	\$ 135,000
M-238(172)	"I" Street	10th St.	11th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.08	\$ 135,000
M-238(177)	Nebraska St.	10th St.	11th St.	Existing Gravel Street to Concrete Pavement and Drainage	0.04	\$ 145,000
M-238(178)	Hwy 15	Cooperative Way		Intersection, Concrete Paving, Drainage Improvements	0.25	\$ 2,500,000
M-238(179)	Scout Lane	Hwy 15		Intersection Improvements, Concrete	0.25	\$ 1,500,000

Six Year Plan - Fiscal Year 2026/2027 to 2030/2031 Projects (October 1st to September 30th)				City of David City		
Project #	Street Name	Start	End	Description of Work	Length (mi)	Est. Cost
M-238(125)	5th Street	Kansas St.	Park Trail	Existing Gravel Street to 27' Wide 6" Concrete Street	0.5	\$ 175,000
M-238(126)	10th Street	Kansas St.	Iowa St.	Existing Gravel Road to 27' Wide 6" Concrete Street	0.14	\$ 250,000
M-238(129)	"K" Street	7th St.	8th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(137)	"B" Street	9th St.	10th St.	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(145)	"A" Street	Hwy 15	East Corporate Limits	Existing Bituminous Street with Asphalt Overlay	1.05	\$ 350,000
M-238(148)	11th Street	"O" St.	"H" St.	Existing Asphalt Street to 32' Wide 8" Concrete Street	0.5	\$ 1,500,000
M-238(149)	"A" Street	Hwy 15	County Road M	Existing Asphalt Street to 27' Wide 8" Concrete Street	0.42	\$ 850,000
M-238(151)	11th Street	"H" St.	"A" St.	Existing Asphalt Street to 32' Wide 8" Concrete Street	0.82	\$ 2,400,000
M-238(167)	"M" Road	"A" St.	CNRR	Existing Asphalt Street to 27' Wide 6" Concrete Street	0.37	\$ 700,000
M-238(168)	"G" Street	3rd St.	4th St.	Existing Asphalt Street to 24' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(169)	"C" Street	10th St.	10th St.	Existing Asphalt Street to 24' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(170)	12th Street	"C" St.	"D" St.	Existing Asphalt Street to 24' Wide 6" Concrete Street	0.07	\$ 115,000
M-238(173)	Kansas Street	4th St.	11th St.	Existing Asphalt Street to 28' Wide 6" Concrete Street	0.55	\$ 1,125,000

# DAVID CITY, NEBRASKA ONE AND SIX YEAR PLAN FISCAL YEAR 25/26-30/31



800.723.8567

Andrew Wilshusen of JEO Consulting Group presented the findings of the Sixth and D Street intersection study, recommending two-way stop control and adjustments to parking stalls to improve sight distance. The council discussed the potential impact on parking for St. Luke's Methodist Church and the Senior Center, with concerns about public safety and the need for crosswalks. Council Member Keith Marvin made a motion to accept the 6th and D Street Intersection Study presented by JEO Consulting Group and start the process to install a two-way stop at the intersection. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0



## MEMO

To: City of David City  
From: JEO Consulting Group  
Date: March 6, 2026  
Subject: N 6<sup>th</sup> Street & D Street Intersection Study

### Introduction

At the request of the City of David City, an engineering evaluation was conducted at the intersection of N 6th Street and D Street to evaluate the need for stop control. This memorandum documents the evaluation, analysis, and resulting recommendation regarding traffic control at the intersection. The evaluation was conducted in accordance with the American Association of State Highway and Transportation Officials A Policy on Geometric Design of Highways and Streets (Green Book) and the Manual on Uniform Traffic Control Devices, 11th Edition (MUTCD).

### Existing Conditions

The intersection of N 6th Street & D Street is a four-legged intersection with N 6th Street oriented in a north south direction and D Street oriented in an east west direction. Both streets consist of two lanes, with one lane in each direction, and include curb and gutter sections. The intersection currently operates without traffic control on any approach. On street parking is permitted along both sides of each street, with a mix of parallel, diagonal, and perpendicular parking in the surrounding blocks. Speed limit signs were not observed on either street in the vicinity of the intersection; therefore, a statutory speed limit of 25 miles per hour was assumed for both streets.

The intersection is located near the eastern edge of the downtown area of David City, with N 6th Street serving as a transition between commercial uses to the west and residential development to the east. Although both streets are classified as local streets according to the Nebraska Department of Transportation (NDOT) State Functional Classification Map, D Street functions more like a collector street by providing a connection between the downtown area and residential neighborhoods to the east. David City Public High School is located approximately one block east of the intersection and contributes to increased traffic volumes along D Street, particularly during school arrival and dismissal periods. The David City Fire Department is located on the north side of D Street west of the intersection.

Crash data for the most recent available five-year period, from January 1, 2020, through December 31, 2024, was obtained from NDOT. No reported crashes occurred at the intersection of N 6th Street & D Street during this period.

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## Site Observations

A site visit was conducted on February 24, 2026, to observe traffic operations, driver behavior, and overall intersection characteristics at N 6th Street & D Street. During the field review, traffic volumes appeared light, and vehicles navigated the intersection without significant delay or observable conflicts. Drivers on all approaches demonstrated yielding behavior consistent with an uncontrolled intersection.

As part of the evaluation, intersection sight distance was measured for the northbound and southbound approaches to evaluate visibility of vehicles approaching from the east and west. Measurements were taken at several locations representing typical driver positions as a vehicle approaches and enters the intersection. These locations include advance approach positions and positions near the intersection consistent with driver eye locations and offsets described in the Green Book for evaluating intersection sight distance, generally between approximately 14.5 feet (minimum) and 18 feet (desirable) from the edge of the major road traveled way. Details of these measurements are provided below.

### ***NORTHBOUND SIGHT DISTANCE***

Sight distance for northbound vehicles was measured at three locations, as shown in Figure 1: N1 at 75 feet in advance of the east leg edge of traveled way; N2 at 5 feet in advance of the unmarked crosswalk; and N3 at 18 feet in advance of the edge of traveled way.



Figure 1: Northbound Sight Distance Measurement Locations

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At each location, the available sight distance for northbound drivers to observe vehicles approaching from the east and west was measured. These measurements are summarized in Table 1. As shown, only location N3 meets the required intersection sight distance for both eastbound and westbound approaching vehicles. Neither N1 nor N2 meet the required sight distance. It should be noted that the residence at 617 D Street has a driveway east of the intersection. This driveway, when occupied by a parked vehicle, may infrequently impede sight distance.

Table 1: Northbound Sight Distance Measurements

Locations	Eastbound Approach		Westbound Approach	
	Measured	Required	Measured	Required
N1	121'	240'*	221'	280'*
N2	138'		384'	
N3	822'		1212'	

\*Minimum required sight distance for all northbound locations, in accordance with the Green Book and a 25-mph approach speed.

***SOUTHBOUND SIGHT DISTANCE***

Sight distance for southbound vehicles was measured at four locations, as shown in Figure 2: S1 at 75 feet in advance of the west leg gutter line; S2 at 5 feet in advance of the unmarked crosswalk; S3 at 14.5 feet in advance of the west leg gutter line; and S4 at the west leg gutter line.



Figure 2: Northbound Sight Distance Measurement Locations

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At each location, the available sight distance for southbound drivers to observe vehicles approaching from the east and west was measured. These measurements are summarized in Table 2. Sight distance to westbound traffic at location S4 was evaluated under two conditions: with the existing accessible stall along the north side of D Street in its current position and with the stall relocated one space to the east. As shown in Table 2, the required intersection sight distance is met only at location S4 if the existing accessible stall serving Saint Luke’s United Methodist Church is relocated one space to the east and parking is prohibited in its current location.

Table 2: Southbound Sight Distance Measurements

Locations	Eastbound Approach		Westbound Approach	
	Measured	Required	Measured	Required
S1	54'	280'*	88'	240'*
S2	114'		98'	
S3	242'		127'	
S4	281'		218' / 249'**	

\*Minimum required sight distance for all southbound locations, in accordance with the Green Book and a 25-mph approach speed.

\*\*This distance was measured twice, one with and one without the existing accessible stall along D street.

## Evaluation Criteria

The evaluation of no intersection control, minor road stop control, and all way stop control was conducted in accordance with the MUTCD. The MUTCD establishes warrants for the installation of stop control based on traffic volumes, crash experience, and operational characteristics. Further details regarding the applicable thresholds for these control strategies are included in Attachment A.

## Analysis

The following analysis evaluates the applicability of no intersection control, minor road stop control, and all way stop control at N 6th Street & D Street based on the criteria established in the MUTCD.

### ***NO INTERSECTION CONTROL***

Section 2B.09 of the MUTCD states that the decision to use no intersection control should be based on several factors, including intersection sight distance and functional classification. Field measurements indicate that sight distance for northbound and southbound drivers to observe eastbound and westbound traffic is not adequate in advance of the intersection. Additionally, while both streets are classified as local streets, field observations indicate that D Street functions more like a collector by serving as a connection between the downtown area to the west and residential neighborhoods to the east. Based on these factors, continued operation without intersection control is not recommended.

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### ***MINOR ROAD STOP CONTROL***

Section 2B.11 of the MUTCD states that minor road stop control should be considered when engineering judgment identifies restricted sight distance requiring drivers to stop to adequately observe conflicting traffic, when crash history satisfies specified thresholds, or when the intersection consists of differing functional classifications. Crash data for the most recent five-year period indicate no reported crashes at the intersection and therefore do not satisfy the crash-related criteria. Measured intersection sight distance for the northbound and southbound approaches is below recommended values for adequate visibility of eastbound and westbound traffic. Once vehicles stop at the intersection, sufficient sight distance can be provided with one modification to the existing conditions: relocation of the Saint Luke's United Methodist Church accessible stall one space to the east. Additionally, while both streets are classified as local streets, D Street functions more like a collector street by serving as a connection between the downtown area to the west and adjacent residential areas to the east. Based on the restricted sight distance and differing functional characteristics, installation of minor road stop control on the northbound and southbound approaches could be supported.

#### **Stop Sign Placement**

To further evaluate the possibility of minor road stop control, stop sign locations were evaluated for the northbound and southbound approaches.

For the northbound approach, the stop sign should be placed 18 feet south of the east leg gutter line of D Street, in accordance with guidance provided in the Green Book. This location is approximately 22 feet north of the existing unmarked crosswalk. This offset allows a vehicle to stop without encroaching on the crosswalk.

For the southbound approach, insufficient space exists to place the stop sign south of the crosswalk while maintaining adequate vehicle storage and avoiding obstruction of the crosswalk. Therefore, the stop sign must be placed a minimum of 4 feet in advance of the crosswalk.

This placement conflicts with the southernmost accessible parking stall along the west side of N 6th Street. To comply with MUTCD requirements, this stall must be removed and the area permanently marked to prohibit parking.

### ***ALL WAY STOP CONTROL***

Section 2B.12 of the MUTCD states that the decision to establish all way stop control should be based on an engineering study that considers crash experience, sight distance, traffic volumes, and other applicable factors. Crash data for the most recent five-year period indicate no reported crashes at the intersection and therefore do not satisfy the crash experience warrant. While approach sight distance for northbound and southbound vehicles is restricted, field measurements indicate that adequate intersection sight distance is available once a vehicle stops at the appropriate location with the modifications previously described. As such, the sight distance warrant for all way stop control is not satisfied. Based on field observations and the absence of crash history, installation of all way stop control at this intersection likely would not be supported. However, if the modification required to implement minor road stop control is not implemented, required sight distance would not be present and all way stop control would be supported.

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## Traffic Control Recommendation

Based on the evaluation conducted in accordance with the MUTCD, continued operation without intersection control is not recommended due to restricted sight distance for northbound and southbound approaches. Installation of minor road stop control on the northbound and southbound approaches to N 6th Street & D Street is supported based on measured sight distance limitations and the functional characteristics of the intersecting streets. All way stop control would instead be supported if the modification required to implement minor road stop control is not completed.

Based on the findings of this evaluation and the determination of appropriate stop sign locations, minor road stop control may be implemented on the northbound and southbound approaches at N 6th Street & D Street provided the following modifications are completed:

- The accessible stall serving Saint Luke's United Methodist Church must be relocated one space to the east, and parking must be prohibited in its current location to meet the required southbound sight distance for westbound traffic.
- The southernmost accessible stall along the west side of N 6th Street, just north of the unmarked crosswalk, must be removed and permanently marked to prohibit parking.

## Additional Considerations

The stop sign for the northbound approach should be placed 18 feet south of the east leg edge of traveled way. This placement provides adequate sight distance to approaching drivers and ensures that a stopped vehicle does not encroach on the existing sidewalk.

If the crosswalk across the south leg is ever marked, the MUTCD directs that the stop sign be placed in advance of the marked crossing. Because required sight distance is not available when a vehicle is stopped south of the crosswalk, marking this crosswalk would require conversion of the intersection to all way stop control with a stop sign on all four approaches.

Andrew Wilshusen of JEO Consulting Group explained why the council was presented with Resolution No. 2-2026. This resolution is part of the effort to support federal funding to complete the Highway 15/Bruno Spur Intersection Improvements. JEO is completing the applications for the City for federal funding, and one of the requirements is to provide letters of support. Council Member Bruce Meysenburg made a motion to approve Resolution No. 2-2026 in support of Congressional Directed Spending Request for potential funding for the Highway 15/Bruno Spur Intersection Improvements. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

### **RESOLUTION NO. 2-2026**

A RESOLUTION OF THE CITY COUNCIL OF DAVID CITY, NEBRASKA, SUPPORTING A CONGRESSIONALLY DIRECTED SPENDING REQUEST TO UNITED STATES SENATOR DEB FISCHER FOR THE DAVID CITY ROUNDABOUT SAFETY IMPROVEMENT PROJECT

WHEREAS, the City of David City, Nebraska, in partnership with the Nebraska Department of Transportation, has identified the need for safety improvements at a key highway intersection located approximately 1.75 miles north of downtown David City; and

WHEREAS, the existing intersection experiences a mix of local, agricultural, and industrial traffic, with approximately eight percent of vehicles consisting of trucks, and current conditions present safety concerns for motorists traveling through the corridor; and

WHEREAS, traffic analysis and preliminary engineering have identified the construction of a modern roundabout, along with associated roadway alignment, signage, lighting, and drainage improvements, as an effective solution to improve traffic flow, reduce crash potential, and enhance long-term operational safety; and

WHEREAS, the proposed project is planned for construction during the 2028–2029 timeframe and will be designed primarily within the existing right-of-way, with only limited temporary easements anticipated for construction staging; and

WHEREAS, environmental review under the National Environmental Policy Act (NEPA) is anticipated to begin in Fall 2027 or Spring 2028, and required permits are expected to include a Stormwater Pollution Prevention Plan (SWPPP) and an Occupy Right-of-Way Permit through the Nebraska Department of Transportation; and

WHEREAS, David City, with a population of approximately 3,026 residents and located within Butler County with a population of approximately 8,439, has limited local resources to fully fund major transportation infrastructure improvements without federal assistance; and

WHEREAS, federal funding through the Congressionally Directed Spending process would significantly assist the City in advancing this important \$3,575,000 safety

improvement project that benefits both local residents and the regional transportation network.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DAVID CITY, NEBRASKA, that the City Council hereby expresses its full support for a Congressionally Directed Spending request to be submitted to The Honorable Deb Fischer, United States Senator for the State of Nebraska, for federal funding in the amount of \$2,860,000 to assist with the David City Roundabout Safety Improvement Project.

BE IT FURTHER RESOLVED that the City of David City affirms its commitment to work with the Nebraska Department of Transportation to advance the project, provide any required local match in the amount of \$715,000, and comply with all applicable federal requirements associated with the requested funding.

PASSED AND APPROVED this 11th day of March, 2026.

CITY OF DAVID CITY, NEBRASKA

By \_\_\_\_\_  
Jessica Miller, Mayor

ATTEST:

\_\_\_\_\_  
Lori Matchett, City Clerk

Andrew Wilshusen of JEO Consulting Group informed the Council that substantial completion of Nebraska Street has been achieved, including rough grade. Final grading is yet to be done, and seeding has been completed. Gehring officially completed that on November 16, 2025; all requirements have been met, and the warranty period has begun. Council Member Keith Marvin made a motion to approve the Substantial Completion Certificate of Construction of Nebraska Street. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

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## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of David City  
Engineer: JEO Consulting Group, Inc.  
Contractor: Gehring Construction & Ready Mix Co., Inc.  
Project: 2024 Nebraska Street Extension  
Contract Name: 2024 Nebraska Street Extension

Owner's Project No.:  
Engineer's Project No.: 231816.00  
Contractor's Project No.:

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

### 2024 Nebraska Street Extension

Date of Substantial Completion: **November 26, 2025**

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

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

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

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

Amendments to Owner's Responsibilities:  None  As follows:

**None.**

Amendments to Contractor's Responsibilities:  None  As follows:

**None.**

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

**231816.00 – Punch List Document.pdf**

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

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: <u><i>Scott Hill</i></u> (Authorized signature)	By: <u><i>Janice Mink</i></u> Owner (Authorized Signature)	By: <u><i>Thomas M. Doherty</i></u> Contractor (Authorized Signature)			
Title: <u>Project Engineer</u>	Title: <u>Mayer</u>	Title: <u>VP</u>			
Date: <u>01/20/2026</u>	Date: <u>3-11-26</u>	Date: <u>1-22-2026</u>			





**Contractor's Application for Payment**

<b>Owner:</b> <u>City of David City</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>JEO Consulting Group, Inc.</u>	<b>Engineer's Project No.:</b> <u>231816.00</u>
<b>Contractor:</b> <u>Gehring Construction &amp; Ready Mix Co., Inc.</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>2024 Nebraska Street Extension</u>	
<b>Contract:</b> <u>2024 Nebraska Street Extension</u>	
<b>Application No.:</b> <u>TWO &amp; FINAL</u>	<b>Application Date:</b> <u>3/4/2026</u>
<b>Application Period:</b> From <u>11/27/2025</u> to <u>2/18/2026</u>	

1. Original Contract Price	\$	93,867.50
2. Net change by Change Orders	\$	95,274.20
3. Current Contract Price (Line 1 + Line 2)	\$	189,141.70
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	189,141.70
5. Retainage		
a. <u>0%</u> X \$ <u>189,141.70</u> Work Completed =	\$	-
b. <u>0%</u> X \$ <u>-</u> Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	189,141.70
7. Less previous payments (Line 6 from prior application)	\$	172,596.19
8. Amount due this application	\$	16,545.51
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-

**Contractor's Certification**

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

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Gehring Construction & Ready Mix Co., Inc.  
**Signature:** Stephen Anderson **Date:** 3-4-26

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u>[Signature]</u>	<b>By:</b> <u>[Signature]</u>
<b>Title:</b> <u>Project Engineer</u>	<b>Title:</b> <u>Mayor</u>
<b>Date:</b> <u>3/4/2026</u>	<b>Date:</b> <u>3-11-26</u>

**Approved by Funding Agency**

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

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

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

Progress Estimate - Unit Price Work										Contractor's Application for Payment			
Owner: City of David City										Owner's Project No.:			
Engineer: JEO Consulting Group, Inc.										Engineer's Project No.:			
Contractor: Gehring Construction & Ready Mix Co., Inc.										Contractor's Project No.:			
Project: 2024 Nebraska Street Extension													
Contract: 2024 Nebraska Street Extension													
Application No.: TWD & FINAL		Application Period: From 11/27/25 to 02/18/26										Application Date: 03/03/26	
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (K X G) (\$)						
<b>Original Contract</b>													
1	Mobilization	1	LS	6,000.00	6,000.00	3.00	6,000.00		6,000.00	100%	-		
2	Bonding and Insurance	1	LS	3,500.00	3,500.00	2.00	3,500.00		3,500.00	100%	-		
3	Temporary Traffic Control Measures	1	LS	3,500.00	3,500.00	2.00	3,500.00		3,500.00	100%	-		
4	Site Grading and Clearing	1	LS	5,000.00	5,000.00	2.00	5,000.00		5,000.00	100%	-		
5	Remove Asphalt Pavement	380	SY	32.00	12,160.00	280.00	2,144.00		2,144.00	100%	-		
6	Remove Wood Fence	289	LF	30.00	8,670.00	279.00	8,370.00		8,370.00	100%	-		
7	Remove Sign (24" Circumference)	5	EA	800.00	4,000.00	5.00	4,000.00		4,000.00	100%	-		
8	Remove Sign (24" to 48" Circumference)	5	EA	800.00	4,000.00	5.00	4,000.00		4,000.00	100%	-		
9	Remove and Reset Mailbox	1	EA	500.00	500.00	3.00	500.00		500.00	100%	-		
10	Subgrade Preparation	700	SY	2.00	1,400.00	700.00	1,400.00		1,400.00	100%	-		
11	Unsuitable Materials	75	CY	20.00	1,500.00	75.00	1,500.00		1,500.00	100%	-		
12	7" Concrete Pavement	25	SY	60.00	1,500.00	25.00	1,500.00		1,500.00	100%	-		
13	5" Concrete Driveway	25	SY	60.00	1,500.00	25.00	1,500.00		1,500.00	100%	-		
14	6" Concrete Flange	38	SY	60.00	2,280.00	38.00	2,280.00		2,280.00	100%	-		
15	Junction Box	1	EA	4,410.00	4,410.00	3.00	4,410.00		4,410.00	100%	-		
16	1 1/2" RCP, Class V	84	LF	60.00	5,040.00	84.00	5,040.00		5,040.00	100%	-		
17	1 1/2" RCP Slaved End Section	4	EA	345.00	1,380.00	2.00	1,380.00		1,380.00	100%	-		
18	Crushed Rock Surface Course	4	TONS	250.00	1,000.00	25.00	1,000.00		1,000.00	100%	-		
19	Stabilized Construction Entrance	20	LF	5.00	100.00	20.00	100.00		100.00	100%	-		
20	Straw/Wattle	40	LF	5.00	200.00	40.00	200.00		200.00	100%	-		
21	Erosion Mat with Seed	838	SY	3.75	3,139.50	838.00	3,139.50		3,139.50	100%	-		
<b>Original Contract Totals:</b>					\$ 93,867.50		\$ 93,867.50	\$ -	\$ 93,867.50	100%	\$ -		

Progress Estimate - Unit Price Work										Contractor's Application for Payment			
Owner: City of David City										Owner's Project No.:			
Engineer: JEO Consulting Group, Inc.										Engineer's Project No.:			
Contractor: Gehring Construction & Ready Mix Co., Inc.										Contractor's Project No.:			
Project: 2024 Nebraska Street Extension													
Contract: 2024 Nebraska Street Extension													
Application No.: TWD & FINAL		Application Period: From 11/27/25 to 02/18/26										Application Date: 03/04/26	
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (K X G) (\$)						
<b>Change Orders</b>													
5	Remove Asphalt Pavement	664.00	SY	32.00	21,248.00	664.00	21,248.00		21,248.00	100%	-		
9	Remove and Reset Mailbox	200	EA	500.00	100,000.00	200.00	100,000.00		100,000.00	100%	-		
10	Subgrade Preparation	700.00	SY	2.00	1,400.00	700.00	1,400.00		1,400.00	100%	-		
12	7" Concrete Pavement	760.00	SY	60.00	45,600.00	760.00	45,600.00		45,600.00	100%	-		
13	5" Concrete Driveway	257.00	SY	60.00	15,420.00	257.00	15,420.00		15,420.00	100%	-		
14	6" Concrete Flange	200	SY	60.00	12,000.00	200.00	12,000.00		12,000.00	100%	-		
18	Crushed Rock Surface Course	5.00	TONS	250.00	1,250.00	2.00	1,250.00		1,250.00	100%	-		
20	Straw/Wattle	20.00	LF	5.00	100.00	20.00	100.00		100.00	100%	-		
21	Erosion Mat with Seed	463.00	SY	3.75	1,736.25	463.00	1,736.25		1,736.25	100%	-		
22	Remove 12" CMP Pipe	52.00	LF	16.92	878.24	52.00	878.24		878.24	100%	-		
25	Remove Concrete Pavement	260.00	SY	35.00	9,100.00	260.00	9,100.00		9,100.00	100%	-		
24	6" PVC Storm Sewer Pipe, 30R 35	200.00	LF	51.00	10,200.00	200.00	10,200.00		10,200.00	100%	-		
25	12" Mycolflex Drain Basin	1.00	EA	4,000.00	4,000.00	1.00	4,000.00		4,000.00	100%	-		
26	Reconcrete, Estimated Quantity	220.00	CY	25.00	5,500.00	220.00	5,500.00		5,500.00	100%	-		
27	Remove, Salvage and Reinstall Landscape Rock	53.00	SY	60.00	3,180.00	53.00	3,180.00		3,180.00	100%	-		
<b>CO TWD</b>													
11	Unsuitable Materials	25.00	CY	60.00	1,500.00	25.00	1,500.00		1,500.00	100%	-		
19	Stabilized Construction Entrance	25.00	TONS	200.00	5,000.00	25.00	5,000.00		5,000.00	100%	-		
21	Erosion Mat with Seed	435.00	SY	3.75	1,631.25	435.00	1,631.25		1,631.25	100%	-		
28	Remove and Reinstall Irrigation System	1.00	LS	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-		
<b>Change Order Totals:</b>					\$ 95,274.20		\$ 95,274.20	\$ -	\$ 95,274.20	100%	\$ -		
<b>Original Contract and Change Order</b>													
<b>Project Totals:</b>					\$ 189,141.70		\$ 189,141.70	\$ -	\$ 189,141.70	100%	\$ -		

Andrew Wilshusen, JEO Consulting Group, explained the 5th Street project from C Street to Iowa Street, and that the Professional Service Agreement would govern the project's design. The design is for the removal of the bricks and placement of concrete. Areas of 5th Street have been repaired several times and continue to have issues with bricks sinking and being unstable. There was also discussion of water and sewer lines along the street, and which areas may be of concern. Council Member Keith Marvin made a motion to approve the JEO Professional Service Agreement for 5th Street Improvements from C Street to Iowa Street. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0



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

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

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

**David City 5<sup>th</sup> Street Improvements** (“Project”).

JEO Project Number: **252004.00**

Client and JEO further agree as follows:

**ARTICLE 1 - SERVICES OF JEO**

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**1.01 Scope**

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

**ARTICLE 2 - CLIENT’S RESPONSIBILITIES**

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**2.01 Client Responsibilities**

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

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: **\$118,130.00 (Lump Sum)**
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services

Exhibit B – General Conditions

**4.02 Total Agreement**

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

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

Client: **David City, Nebraska**

JESSICA MILLER

By: Jessica Miller

Title: Mayor

Date Signed: 3-11-26

Address for giving notices:

City of David City

490 E Street

David City, NE 68632

402-367-3125 (FAX)

JEO Consulting Group, Inc.

[Signature]

By: **Andrew Wilshusen, PE**

Title: **Project Manager**

Date Signed: **March 9, 2026**

Address for giving notices:

JEO Consulting Group, Inc.

**319 N Locust Street**

**Grand Island, Nebraska**

fax: 308.381.2635



**SCOPE OF SERVICES:  
Exhibit A**

**PROJECT DESCRIPTION:**

David City, Nebraska: The City of David City is planning to make improvements to 5<sup>th</sup> Street from "C" Street to Iowa Street. The existing street surface is composed of brick with aging concrete curb and gutter. Curb inlets and storm sewer are currently located at the intersection of 5<sup>th</sup> and "A" Street. The intent of this project is to remove the existing brick paving, along with the curb and gutter and replace it with a new 25-foot wide concrete paving. The existing storm sewer inlets will also be reconstructed and connected to the existing storm sewer system. New sidewalks and ADA ramps will be constructed at intersection returns. The existing 4" watermain from Iowa to A Street will also be replaced with a new 8" PVC watermain.

This agreement is for design and bidding phase services only.

**1 DESIGN PHASE**

- 1.1 Provide Project Management throughout all Phase of this project, to include:
  - 1.1.1 Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
  - 1.1.2 Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
  - 1.1.3 Provide oversight to ensure scope of services and schedule is met.
  - 1.1.4 Work with disciplines to identify potential risks and how to mitigate those risks.
  - 1.1.5 Review billed hours by design team and prepare invoice statements for Owner.
- 1.2 Attend and facilitate Initiation/Kick-off meeting with Owner (1 meeting). Meeting review to include:
  - 1.2.1 Review the scope, schedule, and project requirements.
  - 1.2.2 Review limits of proposed street, sidewalk and storm sewer improvements.
  - 1.2.3 Review general locations of existing utilities.
  - 1.2.4 Engineer will also ask for any specific requirements or concerns from the Owner about the project.
- 1.3 Complete Geotechnical Investigation for the project.
- 1.4 Engineer will schedule and obtain a topographic survey containing the following:
  - 1.4.1 Survey the locations of all visible physical features (i.e.: concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.) within the proposed site location.
  - 1.4.2 Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).

- 1.4.3 Create an electronic drawing using Civil3D, illustrating elevations, site features, property boundaries, and existing utilities resulting from the surveys performed.
- 1.4.4 Collect available property pins and/or sections corners.
- 1.4.5 Collect road cross section data every 50 feet for the limits on streets noted in the project description and from ROW to ROW; and section taken at each driveway location.
- 1.4.6 Topographic survey shall stop at the edge of existing streets not being improved.
- 1.5 Engineer will make a "One Call" for utility locates to be marked in the project corridor and together with other survey data, will map existing site conditions within the electronic drawing.
- 1.6 Review of existing data and design requirements (standard vehicles, access requirements, etc.).
- 1.7 Prepare 30% complete preliminary plans, to include:
  - 1.7.1 Cover sheet and general location maps
  - 1.7.2 Survey control sheets
  - 1.7.3 Removal plan
  - 1.7.4 Concrete paving plan and preliminary profile
  - 1.7.5 Typical cross section of roadway(s)
  - 1.7.6 Paving improvements
  - 1.7.7 Preliminary drainage design
  - 1.7.8 Preliminary water main design
- 1.8 Prepare a 30% complete opinion of probably construction cost.
- 1.9 Conduct a plan-in-hand review in the field with the Owner to confirm the proposed layout and survey information. (1 meeting)
- 1.10 Prepare 70% complete preliminary plans and specifications. Plans and specifications to include:
  - 1.10.1 General location maps.
  - 1.10.2 Survey control sheets.
  - 1.10.3 Removal plan.
  - 1.10.4 Concrete paving plan and preliminary profile including geometrics and grades
  - 1.10.5 Intersection and drainage plan and profile with corresponding technical specifications.
  - 1.10.6 Water main plan and profiles.
  - 1.10.7 Cross sections.
  - 1.10.8 Erosion control plan.
  - 1.10.9 Front end specifications complete with bidding, contract, and any required funding requirement documentation.
- 1.11 Prepare an opinion of probable construction cost to be commensurate with the 70% complete plans.
- 1.12 Perform an internal quality assurance/quality control (QA/QC) review of the 70% complete plans and specifications.
- 1.13 Attend a meeting with the Owner's designated representative to review the 70% complete preliminary design documents. (1 meeting)
- 1.14 Submit 70% complete plans to utility companies for review of potential conflicts. Owner is to provide names and addresses for utility companies licensed or permitted with the Owner that may have utilities in the project area.

- 1.15 Revise plans and specifications based on the QA/QC comments and the 70% complete design meeting with the Owner.
- 1.16 Prepare 90% complete plans and specifications. Plans and specifications to include:
  - 1.16.1 All sheets previously listed for the 70% complete plans.
  - 1.16.2 Insertion of design detail sheets.
  - 1.16.3 Completion of the special provisions section of the specifications.
  - 1.16.4 Complete all forms for Contract Documents including proposals, advertisements for bids, construction contracts, and payment and performance bonds as required.
- 1.17 Perform an internal QA/QC review of the 90% complete plans and specifications.
- 1.18 Finalize construction drawings and specifications subject to Owner's approval.
- 1.19 Prepare a list of final construction quantities and furnish a final opinion of probable construction cost.
- 1.20 Provide completed final documents (Plans, Specifications, and Contract Documents) signed and sealed by a professional engineer registered in the State of Nebraska to Owner.
- 1.21 Attend up to one (1) meeting to review final design documents and opinions of probable construction cost, obtain approval of the final plans, specifications and bid documents and receive authorization to submit final plans, specifications and bid documents to the appropriate agencies for review and approval.

## **2 BIDDING AND NEGOTIATION PHASE**

- 2.1 Obtain approval of plans and specifications and authorization to advertise for bids from Owner.
- 2.2 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 2.3 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 2.4 Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request.
- 2.5 Respond to inquiries from prospective bidders and prepare any addenda required.
- 2.6 Assist the Owner in securing construction bids for the project.
- 2.7 Assist the Owner at the bid opening, consisting of one (1) meeting.
- 2.8 Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 2.9 Prepare and submit necessary information to the Owner for project award approval.
- 2.10 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- 2.11 Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

## **3 OWNER RESPONSIBILITIES**

- 3.1 Provide timely review of documents or requests for information.
- 3.2 Provide access to property to conduct proposed services.

3.3 Provide contact information for utility companies within the right-of-way along the project route.

**4 FEE**

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

<u>Task</u>	<u>Fee</u>
<b>Design Phase</b> (Lump Sum)	\$ 112,130.00
<b>Bidding and Negotiation Phase</b> (Lump Sum)	<u>\$ 6,000.00</u>
<b>Total</b> (Lump Sum)	<b>\$ 118,130.00</b>

**5 PROGRESS PAYMENTS**

- 5.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 5.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 5.3 Payments will be applied first to the interest then principal.
- 5.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

**6 CONTRACT TIME**

- 6.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 6.2 Design Phase – 120 days from authorization to proceed.
- 6.3 Bidding and Negotiation Phase – 45-60 days from authorization to advertise.
- 6.4 If the Basic Services covered by this Agreement have not been completed by December 31, 2026, through no fault of JEO, extension or adjustment of JEO's services beyond that time shall be compensated as additional services.
- 6.5 The information in this proposal and fee estimate is valid until March 31, 2026. After that time, the scope of services and estimated are subject to adjustment.

**7 EXCLUSIONS**

- 7.1 Storm sewer sizing and analysis (i.e. assume replace in-kind)
- 7.2 Relocation of utilities (sanitary sewer, electrical, lighting, etc.).
- 7.3 Land rights and ownership
- 7.4 Floodplain, US Army Corps of Engineers Section 404, or other environmental permitting
- 7.5 Wetlands determination and mitigation
- 7.6 Migratory bird or endangered species surveys
- 7.7 SWPPP preparation, administration and inspections
- 7.8 Any permit fees associated with permit applications
- 7.9 Special meetings and meetings not outlined in the Scope of Services
- 7.10 Signing, marking, and traffic control plans
- 7.11 Construction Phase Services (construction administration, staking and construction observation)
- 7.12 Easement or right of way description or plat preparation

- 7.13 Preparing Street Improvement District or Project documents
- 7.14 Land Survey monumentation to reestablish existing street right of way

**8 REIMBURSABLE EXPENSES**

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

**9 ADDITIONAL TERMS**

- 9.1 The General Conditions are specified in Exhibit B.

Ethan Joy of JEO Consulting Group updated the council on the work underway at the Water Treatment Plant. There has been progress since the last council meeting, with items in progress. Velocity was out to fix three leaks and some piping issues. The mechanical contractor came out to work on the heaters, and Scalitech is analyzing the RO Units to determine which items are covered by warranty. Completion is not 100%. Council has determined that additional work must be completed before payment can be made, and that the RO System must be running correctly before payment is remitted.

Council Member Jim Angell made a motion to Table Pay Application No. 31 (Final) for Velocity Contractors, Inc., in the amount of \$50,000.00 for the Water Treatment Plant Upgrades. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

Ethan Joy, JEO Consulting Group, summarized the work underway at the Wastewater Treatment Plant on the SBR Basins, including transferring solids and bugs to the new basins, and the anticipated work starting in the next couple of days. The berm around the headworks was completed, and they are making progress on working on the basins.

Council Member Kevin Woita made a motion to approve Pay Application No. 24 for BRB Contractors, Inc. in the amount of \$459,793.43 for the David City Wastewater Treatment Facility Improvements. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of David City</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>JEO Consulting Group, Inc.</u>	<b>Engineer's Project No.:</b> <u>251034.00</u>
<b>Contractor:</b> <u>BRB Contractors, Inc.</u>	<b>Contractor's Project No.:</b> <u>NE3DAV</u>
<b>Project:</b> <u>David City Wastewater Treatment Facility Improvements</u>	
<b>Contract:</b> <u>David City Wastewater Treatment Facility Improvements</u>	
<b>Application No.:</b> <u>24</u>	<b>Application Date:</b> <u>2/24/2026</u>
<b>Application Period:</b> <b>From</b> <u>1/28/2026</u> <b>to</b> <u>2/24/2026</u>	

1. Original Contract Price	\$ 16,882,000.00
2. Net change by Change Orders	\$ 1,294,391.59
3. Current Contract Price (Line 1 + Line 2)	\$ 18,176,391.59
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 16,723,813.41
5. Retainage	
a. <u>5%</u> X <u>\$ 15,549,928.95</u> Work Completed =	\$ 777,496.45
b. <u>5%</u> X <u>\$ 1,173,884.46</u> Stored Materials =	\$ 58,694.22
c. Total Retainage (Line 5.a + Line 5.b)	\$ 836,190.67
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 15,887,622.74
7. Less previous payments (Line 6 from prior application)	\$ 15,427,829.31
8. Amount due this application	\$ 459,793.43
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 2,288,768.85

**Contractor's Certification**

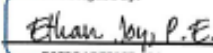
The undersigned Contractor certifies, to the best of its knowledge, the following:

- (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:** 2/26/2026

**Recommended by Engineer**

**By:**   
**Title:** Project Manager  
**Date:** 2/26/2026

**Approved by Owner**

**By:**   
**Title:** Mayor  
**Date:** 3-11-26

**Approved by Funding Agency**

**By:** N/A  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**By:** N/A  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Progress Estimate - Lump Sum Work**

Owner: City of David City  
 Engineer: JEO Consulting Group, Inc.  
 Contractor: BRB Contractors, Inc.  
 Project: David City Wastewater Treatment Facility Improvements  
 Contract: David City Wastewater Treatment Facility Improvements

**Contractor's Application for Payment**

Owner's Project No.: 251034.00  
 Engineer's Project No.: NE3DAV  
 Contractor's Project No.:

Item No.	Description	Application Period: From 01/28/26 to 02/24/26		Application Date: 02/24/26	F	G	H	I
		C	E					
		Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)	This Period (\$)	Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
<b>Original Contract</b>								
<b>GENERAL SITEWORK</b>								
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	SWPP Items	\$ 25,000.00	23,500.00			23,500.00	94%	1,500.00
4	Site Clearing	\$ 30,000.00	30,000.00			30,000.00	100%	-
5	12" & 16" Forcemain Piping	\$ 300,000.00	297,557.08	2,442.92		300,000.00	100%	-
6	Other Piping/Valves	\$ 1,395,000.00	1,178,000.00	30,000.00	103,568.54	1,311,568.54	94%	83,431.46
7	Precast Manholes	\$ 65,000.00	60,000.00			60,000.00	92%	5,000.00
8	Instrumentation & Control	\$ 50,000.00	15,000.00	10,000.00	15,096.14	40,096.14	80%	9,903.86
9	Electrical/Generator Work	\$ 125,000.00	112,500.00			112,500.00	90%	12,500.00
<b>HEADWORKS BUILDING</b>								
10	Excavation & Backfill	\$ 150,000.00	125,000.00	10,000.00		135,000.00	90%	15,000.00
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	80,000.00	20,000.00		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	185,000.00			185,000.00	93%	15,000.00
21	Grit Equipment, Valves, Flumes Furnish/Install	\$ 1,300,000.00	1,215,000.00	25,000.00		1,240,000.00	95%	60,000.00
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	713,253.00		76,175.90	789,428.90	83%	160,571.10
26	Mechanical Work (both buildings)	\$ 270,000.00	120,000.00	105,000.00		225,000.00	83%	45,000.00
27	Electrical Work	\$ 700,000.00	584,500.00	55,000.00	2,200.28	641,700.28	92%	58,299.72
<b>AGP FLUME NO. 20</b>								
28	Excavation & Backfill	\$ 15,000.00	13,000.00			13,000.00	87%	2,000.00
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	8,500.00			8,500.00	85%	1,500.00
32	Equipment Flume Install	\$ 15,000.00	15,000.00			15,000.00	100%	-
<b>INFLUENT PUMP STATION</b>								
33	Excavation & Backfill	\$ 150,000.00	155,000.00			155,000.00	97%	5,000.00
34	Concrete Base	\$ 50,000.00	50,000.00			50,000.00	100%	-

Progress Estimate - Lump Sum Work									
Contractor's Application for Payment									
Owner: City of David City Engineer: JEO Consulting Group, Inc. Contractor: BRB Contractors, Inc. Project: David City Wastewater Treatment Facility Improvements Contract: David City Wastewater Treatment Facility Improvements									
Owner's Project No.: 251034.00 Engineer's Project No.: NE30AV Contractor's Project No.:									
Application No.:	24	Application Period:	From	01/28/26	to	02/24/26	Application Date:	02/24/26	
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 (C - G) (\$)	
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	498,750.00			498,750.00	95%	26,250.00	
39	Furnish & Install Jib Crane & Foundation	\$ 50,000.00	-	35,000.00	9,145.00	44,145.00	88%	5,855.00	
40	Painting Work	\$ 35,000.00	35,000.00			35,000.00	100%	-	
41	Electrical Work	\$ 50,000.00	30,000.00	10,000.00		40,000.00	80%	10,000.00	
<b>NEW SBR STRUCTURE</b>									
42	Excavation & Backfill	\$ 350,000.00	335,000.00	15,000.00		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	977,000.00	23,000.00		1,000,000.00	100%	-	
46	SBR Basin Equipment Pumps	\$ 50,000.00	48,000.00	2,000.00		50,000.00	100%	-	
47	Misc. Metals Furnish/Install	\$ 40,000.00	22,000.00	15,000.00		37,000.00	93%	3,000.00	
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%	-	
<b>BLOWER BUILDING MODIFICATIONS</b>									
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	32,000.00			32,000.00	91%	3,000.00	
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	141,000.00	5,000.00		146,000.00	97%	4,000.00	
58	Electrical Work	\$ 100,000.00	99,000.00			99,000.00	99%	1,000.00	
<b>EXISTING SBR BASIN MODIFICATIONS</b>									
59	Remove Existing Equipment & Piping	\$ 50,000.00	-	-		-	0%	50,000.00	
60	Existing SBR Basin Equipment Aeration	\$ 1,000,000.00	5,000.00		882,316.62	887,316.62	85%	112,683.38	
61	Existing SBR Basin Equipment Pumps	\$ 50,000.00	-		29,535.50	29,535.50	59%	20,464.50	
62	Misc. Metals Furnish/Install	\$ 40,000.00	-		31,650.00	31,650.00	79%	8,350.00	
63	Construct New SBR Splitter Box	\$ 174,000.00	174,000.00			174,000.00	100%	-	
64	Painting Work	\$ 20,000.00	-			-	0%	20,000.00	
65	Electrical Work	\$ 50,000.00	5,000.00			5,000.00	10%	45,000.00	
<b>STORAGE BUILDING</b>									
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%	-	

Progress Estimate - Lump Sum Work										Contractor's Application for Payment			
Owner:		City of David City		Owner's Project No.:		251034.00							
Engineer:		JEO Consulting Group, Inc.		Engineer's Project No.:		NE3DAV							
Contractor:		BRB Contractors, Inc.		Contractor's Project No.:									
Project:		David City Wastewater Treatment Facility Improvements											
Contract:		David City Wastewater Treatment Facility Improvements											
Application No.:		24		Application Period:		From 01/28/26 to 02/24/26		Application Date:		02/24/26			
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 (C - G) (\$)					
70	New Building Walls and Roof	\$ 270,000.00	257,259.00			257,259.00	95%	12,741.00					
71	Doors & Windows	\$ 40,000.00	40,000.00			40,000.00	100%	-					
72	Painting Work	\$ 30,000.00	-			-	0%	30,000.00					
73	Electrical Work	\$ 75,000.00	22,000.00		10,000.00	32,000.00	43%	43,000.00					
74	DEM0 EXISTING HEADWORKS BUILDING												
	Demolition of Existing Building Complete	\$ 30,000.00	-			-	0%	30,000.00					
	CLOSEOUT												
75	Site Grading	\$ 25,000.00	-			-	0%	25,000.00					
76	SBR/Storage Building Sidewalks	\$ 25,000.00	-			-	0%	25,000.00					
77	Concrete Paving	\$ 20,000.00	-			-	0%	20,000.00					
78	Seeding & Mulch	\$ 15,000.00	-			-	0%	15,000.00					
79	Crushed Rock Surfacing Roads	\$ 80,000.00	-			-	0%	80,000.00					
80	Fence & Gate System	\$ 30,000.00	-			-	0%	30,000.00					
		Original Contract Totals	\$ 16,882,000.00	\$ 1,424,819.08	\$ 382,442.92	\$ 1,159,687.98	94%	\$ 1,095,050.02					

Progress Estimate - Lump Sum Work										Contractor's Application for Payment			
Owner: City of David City		Engineer: JEO Consulting Group, Inc.		Contractor: BR3 Contractors, Inc.		Project: David City Wastewater Treatment Facility Improvements		Contract: David City Wastewater Treatment Facility Improvements		Owner's Project No.: 251034.00	Engineer's Project No.: NE3DAV		
Application No.: 24	Application Period: 01/28/26	From	C	D	E	F	G	H	I	Application Date: 02/24/26			
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)					
			(D + E) From Previous Application (\$)	This Period (\$)									
Change Orders													
1	Misc Submittals and Deducts	\$ 39,532.11		\$ 35,724.56		\$ 35,724.56	90%	3,807.55					
2	Headworks Stabilization Rock	\$ 133,342.31		\$ 133,342.31		\$ 133,342.31	100%	-					
3	Temporary Bypass Lane	\$ 105,656.02		\$ 105,656.02		\$ 105,656.02	100%	-					
4	Headworks Building Deducts	\$ (9,951.85)		\$ (9,951.85)		\$ (9,951.85)	100%	-					
5	Misc Modifications	\$ 112,629.23		\$ 112,629.23		\$ 112,629.23	100%	-					
6	SBR Stabilization Rock, O/VH Door & Surge Relief Valves	\$ 220,266.68		\$ 220,266.68		\$ 220,266.68	100%	-					
7	Headworks & Storage HVAC, SBR Air Piping	\$ 135,701.87		\$ 65,000.00	\$ 25,000.00	\$ 104,196.48	77%	\$ 31,505.39					
8	WCDD 10-13, 16-18: Electrical, Grading, HVAC, HW Ceiling	\$ 557,215.22		\$ 60,000.00	\$ 175,000.00	\$ 235,000.00	42%	\$ 322,215.22					
Change Order Totals		\$ 1,294,391.59	\$ 722,666.95	\$ 200,000.00	\$ 14,196.48	\$ 936,863.43	72%	\$ 357,528.16					
Original Contract and Change Orders													
Project Totals		\$ 18,176,391.59	\$ 14,967,486.03	\$ 582,442.92	\$ 1,173,884.46	\$ 16,723,813.41	92%	\$ 1,452,578.18					

**Stored Materials Summary**

Owner: City of David City  
 Engineer: JEO Consulting Group, Inc.  
 Contractor: BRD Contractors, Inc.  
 Project: David City Wastewater Treatment Facility Improvements  
 Contract: David City Wastewater Treatment Facility Improvements

Application No.: 24

Application Date: 02/24/26

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

25 1104 00  
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A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	G Materials Stored		H Materials Stored		I Amount Stored to Date (G + H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J + K) (\$)	M Materials Remaining in Storage (I - L) (\$)
						Amount Stored This Period (\$)	Amount Stored This Period (\$)	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)					
105796-1	5002457578		Aqua Aerobics Down Payment			261,353.50	261,353.50	19,091.30	19,091.30	281,353.50	261,353.50	19,091.30	281,353.50	-
	5002457578		Rebar			19,091.30	19,091.30	19,091.30	19,091.30	38,182.60	19,091.30	19,091.30	38,182.60	-
	5002457578		Rebar			28,359.32	28,359.32	28,359.32	28,359.32	56,718.64	28,359.32	28,359.32	56,718.64	-
	5002457578		Rebar			26,753.09	26,753.09	26,753.09	26,753.09	53,506.18	26,753.09	26,753.09	53,506.18	-
	5002457578		Rebar			29,743.20	29,743.20	29,743.20	29,743.20	59,486.40	29,743.20	29,743.20	59,486.40	-
	5002457578		Rebar			29,743.20	29,743.20	29,743.20	29,743.20	59,486.40	29,743.20	29,743.20	59,486.40	-
	5002457578		Rebar			22,299.72	22,299.72	22,299.72	22,299.72	44,599.44	22,299.72	22,299.72	44,599.44	-
	5002457578		Rebar			30,345.37	30,345.37	30,345.37	30,345.37	60,690.74	30,345.37	30,345.37	60,690.74	-
	753226		polywrap			1,964.40	1,964.40	1,964.40	1,964.40	3,928.80	1,964.40	1,964.40	3,928.80	-
	753219		polywrap			420.00	420.00	420.00	420.00	840.00	420.00	420.00	840.00	-
	37693		IME Shop Drawings			3,170.72	3,170.72	3,170.72	3,170.72	6,341.44	3,170.72	3,170.72	6,341.44	-
	5002457578		Rebar			6,675.00	6,675.00	6,675.00	6,675.00	13,350.00	6,675.00	6,675.00	13,350.00	-
	5002457578		Rebar			17,736.06	17,736.06	17,736.06	17,736.06	35,472.12	17,736.06	17,736.06	35,472.12	-
	5002457578		Rebar			26,960.24	26,960.24	26,960.24	26,960.24	53,920.48	26,960.24	26,960.24	53,920.48	-
	5002457578		Rebar			26,034.37	26,034.37	26,034.37	26,034.37	52,068.74	26,034.37	26,034.37	52,068.74	-
	9420		SRI Wall Valves			18,469.82	18,469.82	18,469.82	18,469.82	36,939.64	18,469.82	18,469.82	36,939.64	-
	755902		Ductile Iron Pipe			76,643.95	76,643.95	76,643.95	76,643.95	153,287.90	76,643.95	76,643.95	153,287.90	-
	755172		Project Manager			18,451.38	18,451.38	18,451.38	18,451.38	36,902.76	18,451.38	18,451.38	36,902.76	-
	5002457578		Rebar			15,132.60	15,132.60	15,132.60	15,132.60	30,265.20	15,132.60	15,132.60	30,265.20	-
	5002457578		Rebar			650.00	650.00	650.00	650.00	1,300.00	650.00	650.00	1,300.00	-
	5002457578		Rebar			5,675.00	5,675.00	5,675.00	5,675.00	11,350.00	5,675.00	5,675.00	11,350.00	-
	5002457578		Rebar			2,179.06	2,179.06	2,179.06	2,179.06	4,358.12	2,179.06	2,179.06	4,358.12	-
	5002457578		Rebar			5,802.80	5,802.80	5,802.80	5,802.80	11,605.60	5,802.80	5,802.80	11,605.60	-
	305795-2		Concrete Expansion Joints			522,707.00	522,707.00	522,707.00	522,707.00	1,045,414.00	522,707.00	522,707.00	1,045,414.00	-
	0754381-2		Aqua Aerobics - Second Payment			1,975.74	1,975.74	1,975.74	1,975.74	3,951.48	1,975.74	1,975.74	3,951.48	-
	0756281-1		Ductile Iron Pipe and Accessories			10,440.99	10,440.99	10,440.99	10,440.99	20,881.98	10,440.99	10,440.99	20,881.98	-
	757813		24" PVC Pipe			83,203.12	83,203.12	83,203.12	83,203.12	166,406.24	83,203.12	83,203.12	166,406.24	-
	0759902-1		Ductile Iron Pipe and Accessories			21,275.08	21,275.08	21,275.08	21,275.08	42,550.16	21,275.08	21,275.08	42,550.16	-
	757499		Ductile Iron Pipe and Accessories			622.71	622.71	622.71	622.71	1,245.42	622.71	622.71	1,245.42	-
	755873		Ductile Iron Pipe and Accessories			22,446.17	22,446.17	22,446.17	22,446.17	44,892.34	22,446.17	22,446.17	44,892.34	-
	756281		Ductile Iron Pipe and Accessories			5,056.44	5,056.44	5,056.44	5,056.44	10,112.88	5,056.44	5,056.44	10,112.88	-
	94511		Butterfly Valves and Accessories			128,612.31	128,612.31	128,612.31	128,612.31	257,224.62	128,612.31	128,612.31	257,224.62	-
	94275		Air Release Valves			7,809.31	7,809.31	7,809.31	7,809.31	15,618.62	7,809.31	7,809.31	15,618.62	-
	27920		IME Shop Drawings			20,025.00	20,025.00	20,025.00	20,025.00	40,050.00	20,025.00	20,025.00	40,050.00	-
	0174120-0		Hoists and Crane Equipment			30,750.00	30,750.00	30,750.00	30,750.00	61,500.00	30,750.00	30,750.00	61,500.00	-
	0754281-3		Ductile Iron Pipe and Accessories			3,181.29	3,181.29	3,181.29	3,181.29	6,362.58	3,181.29	3,181.29	6,362.58	-
	2022-113		Electrical Stored Materials			36,633.43	36,633.43	36,633.43	36,633.43	73,266.86	36,633.43	36,633.43	73,266.86	-
	756984		Ductile Iron Potassium Pipe			184,557.08	184,557.08	184,557.08	184,557.08	369,114.16	184,557.08	184,557.08	369,114.16	-
	94713		Valves			116,428.37	116,428.37	116,428.37	116,428.37	232,856.74	116,428.37	116,428.37	232,856.74	-
	0755002-2		Ductile Iron Pipe			23,676.17	23,676.17	23,676.17	23,676.17	47,352.34	23,676.17	23,676.17	47,352.34	-
	56027966312		Rebar			27,202.08	27,202.08	27,202.08	27,202.08	54,404.16	27,202.08	27,202.08	54,404.16	-
	50027701608		Rebar			2,573.98	2,573.98	2,573.98	2,573.98	5,147.96	2,573.98	2,573.98	5,147.96	-
	50027431363		Rebar			34,510.75	34,510.75	34,510.75	34,510.75	69,021.50	34,510.75	34,510.75	69,021.50	-
	50027614807		Rebar			20,282.00	20,282.00	20,282.00	20,282.00	40,564.00	20,282.00	20,282.00	40,564.00	-
	56073		Gates/Valves/Flumes			10,622.32	10,622.32	10,622.32	10,622.32	21,244.64	10,622.32	10,622.32	21,244.64	-
	6794804-2		Gates/Valves/Flumes			335,104.83	335,104.83	335,104.83	335,104.83	670,209.66	335,104.83	335,104.83	670,209.66	-
	0759484-1		Ductile Iron Pipe			89,945.26	89,945.26	89,945.26	89,945.26	179,890.52	89,945.26	89,945.26	179,890.52	-
	760997		Ductile Iron Pipe			48,516.80	48,516.80	48,516.80	48,516.80	97,033.60	48,516.80	48,516.80	97,033.60	-
			Ductile Iron Pipe			30,341.68	30,341.68	30,341.68	30,341.68	60,683.36	30,341.68	30,341.68	60,683.36	-

Contractor's Application for Payment													
Owner: City of David City													
Engineer: JEO Consulting Group, Inc.													
Contractor: BRR Contractors, Inc.													
Project: David City Wastewater Treatment Facility Improvements													
Contract: David City Wastewater Treatment Facility Improvements													
Application No.: 24													
Application Date: 02/24/26													
Application Period: From 01/28/25 To 02/24/26													
A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specifications Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	G Materials Stored		H Amount Stored this Period (\$)	I Amount Stored to Date (B + H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Incorporated in Work Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J + K) (\$)	M Materials Remaining in Storage (L - J) (\$)
						Previous Amount Stored (\$)	Amount Stored to Date (B + H) (\$)						
	07571807-1		Ductile Iron Pipe			5,545.67	5,545.67	5,545.67	5,545.67	5,545.67	5,545.67	5,545.67	
	757692		Ductile Iron Pipe			34,436.37	34,436.37	34,436.37	34,436.37	34,436.37	34,436.37	34,436.37	
	8616428-01		Electrical Stored Materials			1,893.10	1,893.10	1,893.10	1,893.10	1,893.10	1,893.10	1,893.10	
	8653786-00		Electrical Stored Materials			1,344.01	1,344.01	1,344.01	1,344.01	1,344.01	1,344.01	1,344.01	
	8615426-00		Electrical Stored Materials			1,029.30	1,029.30	1,029.30	1,029.30	1,029.30	1,029.30	1,029.30	
	8651280-00		Electrical Stored Materials			249.97	249.97	249.97	249.97	249.97	249.97	249.97	
	8602768-01		Electrical Stored Materials			5,846.58	5,846.58	5,846.58	5,846.58	5,846.58	5,846.58	5,846.58	
	8607508-02		Electrical Stored Materials			18,107.44	18,107.44	18,107.44	18,107.44	18,107.44	18,107.44	18,107.44	
	8633948-00		Electrical Stored Materials			10.92	10.92	10.92	10.92	10.92	10.92	10.92	
	2022-129		Electrical Stored Materials			5,915.24	5,915.24	5,915.24	5,915.24	5,915.24	5,915.24	5,915.24	
	95314		Valves			35,982.26	35,982.26	35,982.26	35,982.26	35,982.26	35,982.26	35,982.26	
	95296		Valves			5,507.18	5,507.18	5,507.18	5,507.18	5,507.18	5,507.18	5,507.18	
	56194		Valves			64,227.99	64,227.99	64,227.99	64,227.99	64,227.99	64,227.99	64,227.99	
	0765997-1		Embedable Wall Pipe			10,490.00	10,490.00	10,490.00	10,490.00	10,490.00	10,490.00	10,490.00	
	741001		Embedable Wall Pipe			10,763.56	10,763.56	10,763.56	10,763.56	10,763.56	10,763.56	10,763.56	
	751887		Embedable Wall Pipe			14,654.75	14,654.75	14,654.75	14,654.75	14,654.75	14,654.75	14,654.75	
	0760297-2		Ductile Iron Fittings			18,732.52	18,732.52	18,732.52	18,732.52	18,732.52	18,732.52	18,732.52	
	50928222134		Ductile Iron Pipe			17,661.05	17,661.05	17,661.05	17,661.05	17,661.05	17,661.05	17,661.05	
	50728000950		Headwork Area Rebar			5,316.85	5,316.85	5,316.85	5,316.85	5,316.85	5,316.85	5,316.85	
	92460		Generator Pad Rebar			9,113.55	9,113.55	9,113.55	9,113.55	9,113.55	9,113.55	9,113.55	
	765519		Valves			31,022.47	31,022.47	31,022.47	31,022.47	31,022.47	31,022.47	31,022.47	
	765117		Ductile Iron Pipe			95,948.26	95,948.26	95,948.26	95,948.26	95,948.26	95,948.26	95,948.26	
	7648316		Ductile Iron Pipe			22,291.21	22,291.21	22,291.21	22,291.21	22,291.21	22,291.21	22,291.21	
	7648316		Ductile Iron Pipe			2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00	
	0764836-2		Ductile Iron Pipe			9,449.42	9,449.42	9,449.42	9,449.42	9,449.42	9,449.42	9,449.42	
	764848		Ductile Iron Pipe			21,007.67	21,007.67	21,007.67	21,007.67	21,007.67	21,007.67	21,007.67	
	0765117-2		Ductile Iron Pipe			21,792.38	21,792.38	21,792.38	21,792.38	21,792.38	21,792.38	21,792.38	
	8603786-01		Electrical Stored Materials			6,180.00	6,180.00	6,180.00	6,180.00	6,180.00	6,180.00	6,180.00	
	8605434-02		Electrical Stored Materials			9,419.62	9,419.62	9,419.62	9,419.62	9,419.62	9,419.62	9,419.62	
	8605434-03		Electrical Stored Materials			5,327.55	5,327.55	5,327.55	5,327.55	5,327.55	5,327.55	5,327.55	
	8608211-00		Electrical Stored Materials			30,413.00	30,413.00	30,413.00	30,413.00	30,413.00	30,413.00	30,413.00	
	8605434-04		Electrical Stored Materials			4,119.52	4,119.52	4,119.52	4,119.52	4,119.52	4,119.52	4,119.52	
	8606003-00		Electrical Stored Materials			8,910.00	8,910.00	8,910.00	8,910.00	8,910.00	8,910.00	8,910.00	
	8602508-01		Electrical Stored Materials			5,317.25	5,317.25	5,317.25	5,317.25	5,317.25	5,317.25	5,317.25	
	8646232-02		Electrical Stored Materials			31,315.00	31,315.00	31,315.00	31,315.00	31,315.00	31,315.00	31,315.00	
	8646232-01		Electrical Stored Materials			32,956.00	32,956.00	32,956.00	32,956.00	32,956.00	32,956.00	32,956.00	
	NECO-156197		Electrical Stored Materials			301.18	301.18	301.18	301.18	301.18	301.18	301.18	
	79795		Electrical Stored Materials			270.00	270.00	270.00	270.00	270.00	270.00	270.00	
	31251		HQA Progress Billing			227,884.60	227,884.60	227,884.60	227,884.60	227,884.60	227,884.60	227,884.60	
	27665		Submersible Pumps			432,500.00	432,500.00	432,500.00	432,500.00	432,500.00	432,500.00	432,500.00	
	0174697-84		Pipe and Fittings			19,110.00	19,110.00	19,110.00	19,110.00	19,110.00	19,110.00	19,110.00	
	0765117-5		Pipe and Fittings			9,402.29	9,402.29	9,402.29	9,402.29	9,402.29	9,402.29	9,402.29	
	0765117-4		Pipe and Fittings			39,728.61	39,728.61	39,728.61	39,728.61	39,728.61	39,728.61	39,728.61	
	0760097-3		Pipe and Fittings			6,442.13	6,442.13	6,442.13	6,442.13	6,442.13	6,442.13	6,442.13	
	0760117-3		Pipe and Fittings			26,816.12	26,816.12	26,816.12	26,816.12	26,816.12	26,816.12	26,816.12	
	766269		Pipe and Fittings			578.28	578.28	578.28	578.28	578.28	578.28	578.28	
	766818		Pipe and Fittings			21,663.44	21,663.44	21,663.44	21,663.44	21,663.44	21,663.44	21,663.44	
	95755		Valves			25,146.59	25,146.59	25,146.59	25,146.59	25,146.59	25,146.59	25,146.59	
	8605424-05		Electrical Stored Materials			33,531.00	33,531.00	33,531.00	33,531.00	33,531.00	33,531.00	33,531.00	
						388.20	388.20	388.20	388.20	388.20	388.20	388.20	

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

251034.00  
 ME304V



Ethan Joy, JEO Consulting Group, presented information on installing a lift station at Tallow Acres, which would be needed to provide sewer service to the E & H Tallow business within city limits, a responsibility of the city. Ethan Joy provided a summary of the lift station information and understanding that we have 90 days to provide Tallow Acres with a lift station.

Council Member Kevin Woita made a motion to approve installing an E-One lift station for Tallow Acres. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0



825 SW Ordinance Rd  
Ankeny, IA 50023  
Email: [ryant@iowapumpworks.com](mailto:ryant@iowapumpworks.com)

P: 855-228-6383  
F: 866-961-5085  
C: 515-823-6796

Date:

Project: WH483-92 BASIN

Engineer:

To:

- (3) Wet Well 240V Model, 12' Core Cable, 72-inch hose, 32 Ft Supply Cable, SS Slide Face
- (1) E/One WH484-92 Station, 486 Gallon Capacity, 1, 4 in. DWV (SCH40) Grommet 180 Degrees from Discharge - Factory Installed, Standard Discharge (Quad Manifold, 3 Pump System, Plug Open Port)
- (1) E/One Duplex Sentry Protect Plus Panel, 240V, 10x12 FRP Enclosure w/Dead front w/Sentry Advisor Monitoring
- (1) E/One Simplex Sentry Protect Plus Panel, 240V, 10x12 FRP Enclosure w/Dead front w/Sentry Advisor
- (1) E/One 1 1/4" SS Lateral Kit, Curb Stop Assembly, Female NPT Each End, No Fittings
- (1) CURB BOX 3.5'-4.5', IRON
- (1) E/ONE INSULATION DISC
- (1) Quad Manifold

Total Quote, freight NOT included:

**\$23,959.92**

Startup:

NOT INCLUDED

Estimated Lead Time:

7-8 Weeks

Quote Valid:

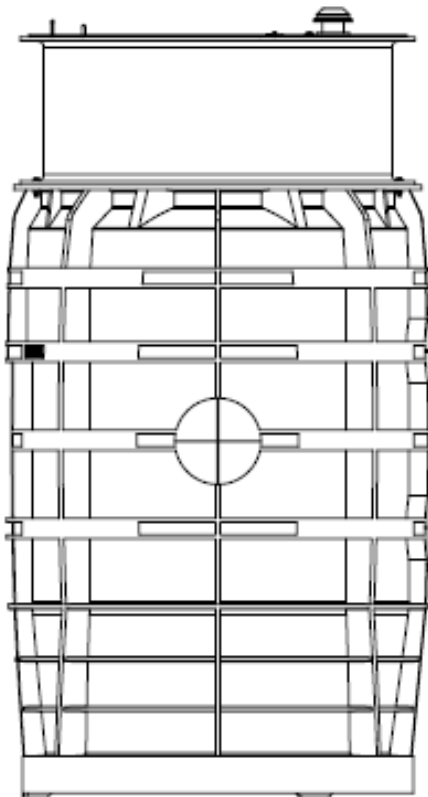
10 Days

Anything not specifically quoted above will be by others. Thank you for your consideration. Please contact us with any questions.

Ryan Turnbull  
Iowa Pump Works  
515-823-6796 / [ryant@iowapumpworks.com](mailto:ryant@iowapumpworks.com)  
Cc: Scott Swenson



# WH483/WR483



## General Features

The model WH483 or WR483 grinder pump station is a complete unit that includes: three grinder pumps, check valve, polyethylene tank, controls, and alarm panel. Designed for higher flow applications where local codes dictate higher storage requirements. The lower portion of the tank has a smaller diameter, tapered down to a dish-shaped bottom. The large tank access opening easily accommodates installation of the grinder pumps and equipment.

- Rated for flows of 5000 gpd (18,927 lpd)
- 486 gallons (1840 liters) of capacity
- Standard outdoor heights range from 75 inches to 122 inches

The WH483 is the "hardwired," or "wired," model where a cable connects the motor controls to the level controls through watertight penetrations.

The WR483 is the "radio frequency identification" (RFID), or "wireless," model that uses wireless technology to communicate between the level controls and the motor controls.

## Operational Information

### Motor

1 hp, 1,725 rpm, high torque, capacitor start, thermally protected, 120/240V, 60 Hz, 1 phase

### Inlet Connections

4-inch inlet grommet standard for DWV pipe. Other inlet configurations available from the factory.

### Discharge Connections

Pump discharge terminates in 1.25-inch NPT female thread. Can easily be adapted to 1.25-inch PVC pipe or any other material required by local codes.

### Discharge

- 15 gpm at 0 psig (0.95 lps at 0 m)
- 11 gpm at 40 psig (0.69 lps at 28 m)
- 7.8 gpm at 80 psig (0.49 lps at 56 m)

## Accessories

E/One requires that the Uni-Lateral, E/One's own stainless steel check valve, be installed between the grinder pump station and the street main for added protection against backflow.

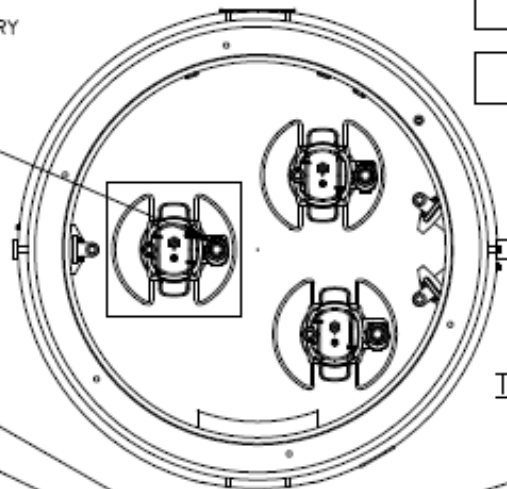
Alarm panels are available with a variety of options, from basic monitoring to advanced notice of service requirements.

The Remote Sentry is ideal for installations where the alarm panel may be hidden from view.

STATION USES 1 DUPLEX MOD T260  
ALARM PANEL AND 1 SIMPLEX SENTRY  
ALARM PANEL

**WH483** (HARD WIRED  
LEVEL CONTROLS)  
 **WR483** (WIRELESS  
LEVEL CONTROLS)

COMBINATION CHECK  
VALVE / ANTI-SIPHON  
VALVE FLAPPER TYPE  
(NORYL)



TOP VIEW W/LID NOT SHOWN

E/ONE EQUALIZER

1/3-2/3 SPLIT COVER  
W/HANDLE &  
PADLOCK STAPLE  
(ALUMINUM)

ELECTRICAL QUICK  
DISCONNECT (EQD)  
NEMA 6P

POLYETHYLENE  
MOLDED TANK  
486 GAL (1840 L)

QUICK DISCONNECT  
ASSEMBLY,  
PVC SLIDE FACE

DISCHARGE FTG  
1-1/4" FEMALE  
NPT, SS (X2)

MUSHROOM VENT

TANK ACCESSWAY SECTION  
(FIBERGLASS)

POWER/ALARM CABLE  
(6 CONDUCTOR)  
DIRECT BURY

CABLE CONNECTOR

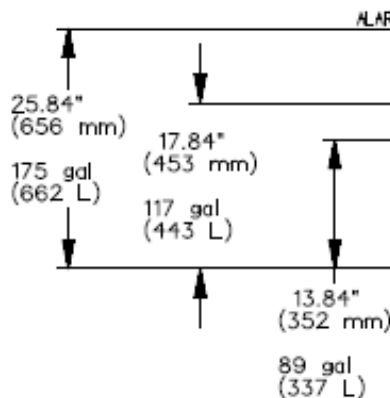
BULKHEAD FITTING

NYLON LIFTING HARNESS

DISCHARGE WYE MANIFOLD  
(SS) (X2)

INLET, EPDM GROMMET  
TO ACCEPT 4.50" (114 mm)  
O.D. PVC PIPE (STANDARD).  
DUST COVER SUPPLIED  
FOR SHIPMENT (NOT  
SUITABLE FOR BURIAL)

1-1/4" (32 mm) FLEXIBLE  
DISCHARGE HOSE



BACK-UP PUMP, ON A 4" (102 mm)  
PEDESTAL (PROVIDED BY OTHERS)

SEMI-POSITIVE DISPLACEMENT TYPE PUMP  
DIRECTLY DRIVEN BY A 1 HP MOTOR

CONCRETE BALLAST MAY BE REQUIRED  
SEE INSTALLATION INSTRUCTIONS  
FOR DETAILS

NOTE: DIMENSIONS ARE FOR REFERENCE ONLY



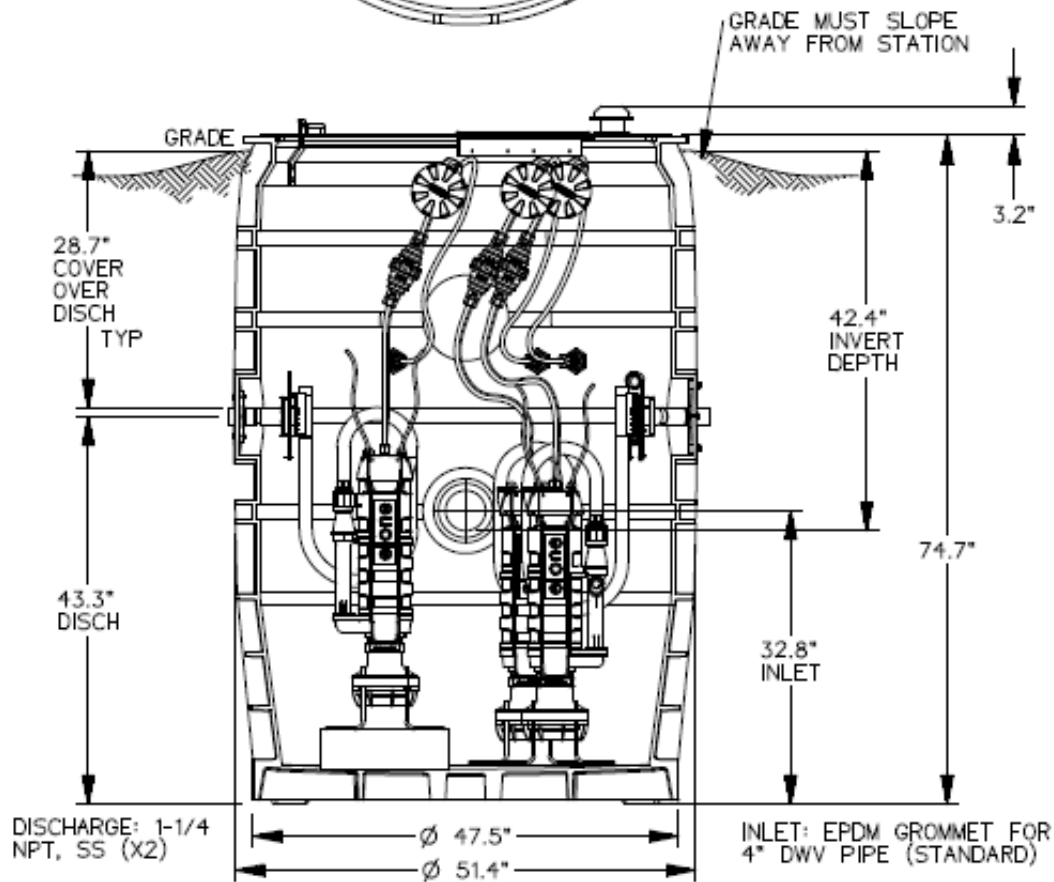
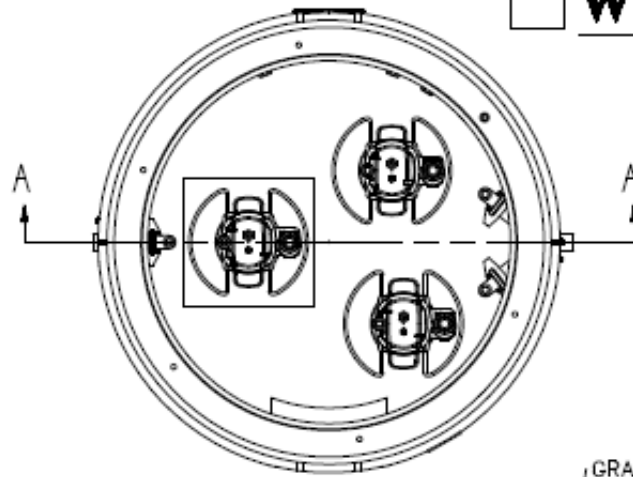
SGS	PD	12/28/10	B	1/16
DR BY	CHK'D	DATE	ISSUE	SCALE



MODEL WH483 / WR483  
DETAIL SHEET, TRIPLEX

NA0214P02

- WH483-75** (HARD WIRED LEVEL CONTROLS)
- WR483-75** (WIRELESS LEVEL CONTROLS)



CONCRETE BALLAST MAY BE REQUIRED  
 SEE INSTALLATION INSTRUCTIONS  
 FOR DETAILS

NOTE: DIMENSIONS ARE FOR REFERENCE ONLY

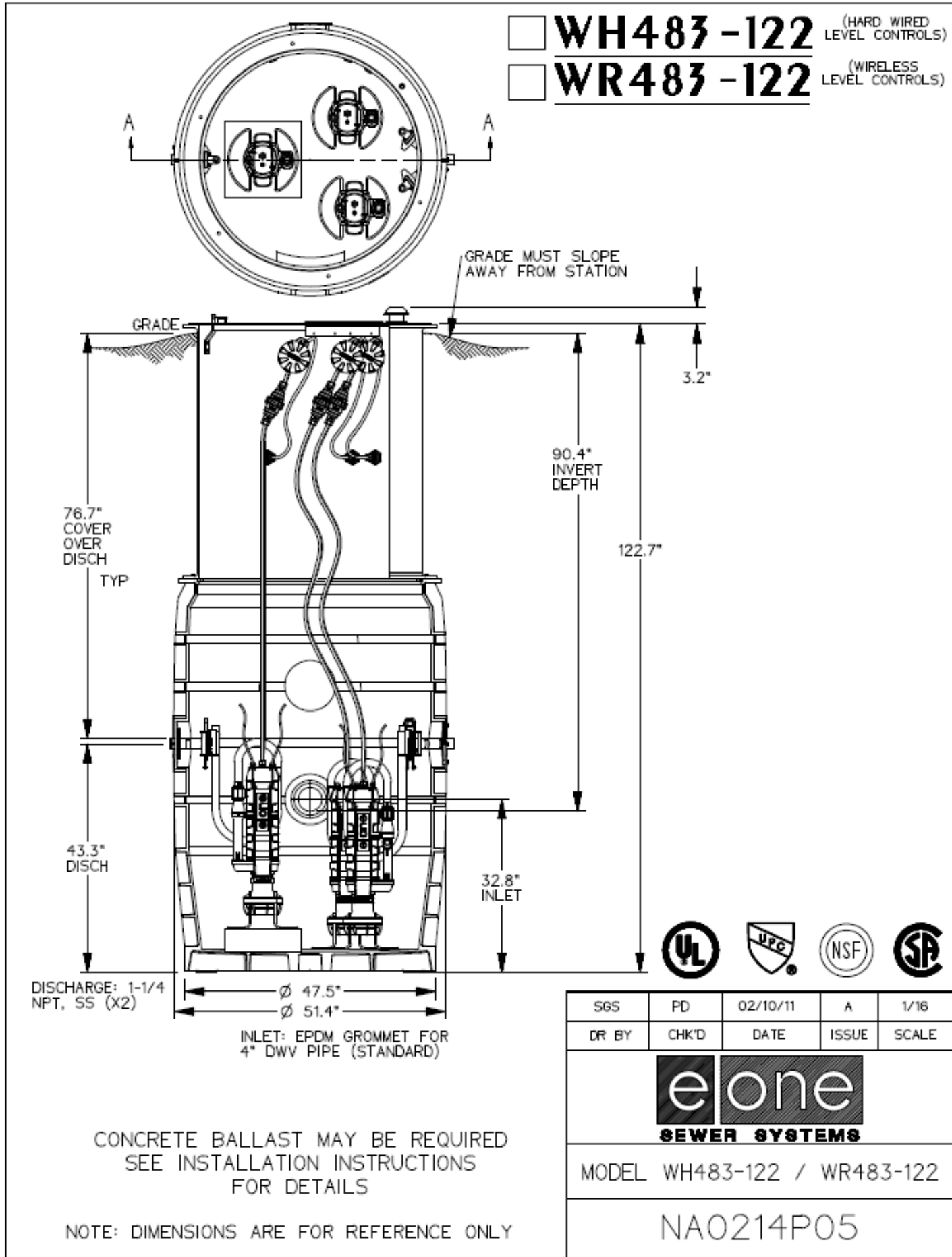
SGS	PD	06/24/10	A	1/16
DR BY	CHK'D	DATE	ISSUE	SCALE



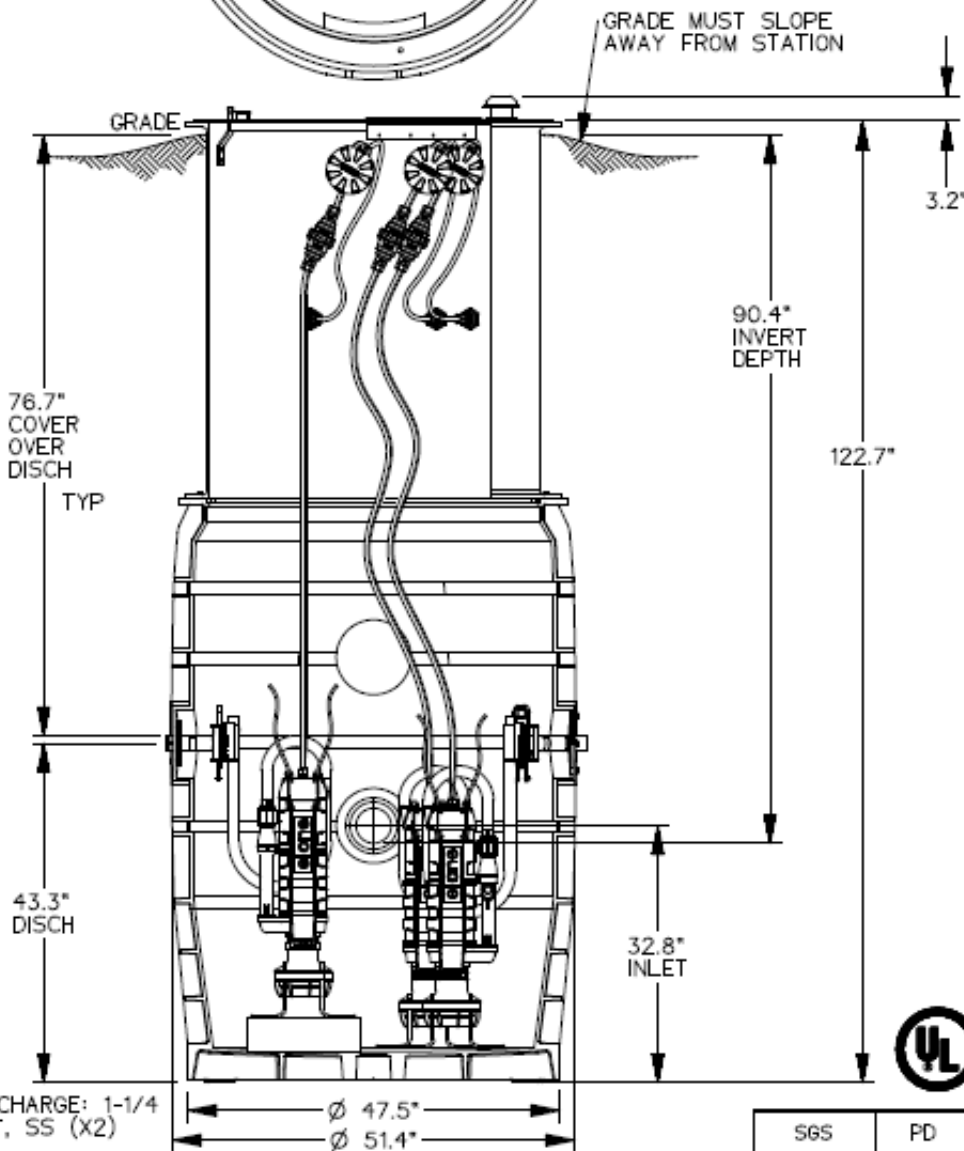
MODEL WH483-75 / WR483-75

NA0214P03





**WH483-122** (HARD WIRED LEVEL CONTROLS)  
 **WR483-122** (WIRELESS LEVEL CONTROLS)



CONCRETE BALLAST MAY BE REQUIRED  
 SEE INSTALLATION INSTRUCTIONS  
 FOR DETAILS

NOTE: DIMENSIONS ARE FOR REFERENCE ONLY

SGS	PD	02/10/11	A	1/16
DR BY	CHK'D	DATE	ISSUE	SCALE



MODEL WH483-122 / WR483-122

NA0214P05

Mayor Jessica Miller opened the public hearing at 7:59 p.m. to consider the amendments to the Zoning Ordinance No. 1504 by amending Section 2.03 Definitions by adding and updating definitions for Agriculture, Agricultural Operations, Agricultural Sales and Service, Animal Byproducts, Animal Unit, Farm, Farming, Feed Mill, Feedlot (Commercial), Livestock Feeding Operation (LFO), Poultry - Commercial Feeding Operation, Poultry Hatchery, and Rendering Plant, as well as amending Section 5.06 Land Use Categories/Matrix by adding Poultry Hatchery, Agricultural Processing and Manufacturing, Agricultural Processing of Food Products, Rendering Plant as permitted or conditional use permitted in Land Use Districts, and amending Section 5.08 TA-1 Transitional Agricultural District by removing commercial and industrial in Supplemental Setbacks.

Mayor Jessica Miller closed the public hearing at 8.01 p.m. for the consideration of amending the Zoning Ordinance No. 1504.

Council Member Keith Marvin introduced Ordinance No. 1528, amending the Zoning Ordinance No. 1504. Mayor Jessica Miller read ordinance No. 1528 by title.

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

Council Member Keith Marvin made a motion to approve amendments to the Zoning Ordinance No. 1504 by amending section 2.03 Definitions by adding and updating definitions for Agriculture, Agricultural Operations, Agricultural Sales and Service, Animal Byproducts, Animal Unit, Farm, Farming, Feed Mill, Feedlot (Commercial), Livestock Feeding Operation (LFO), Poultry - Commercial, Feeding Operation, Poultry Hatchery, and Rendering Plant, as well as amending Section 5.06 Land Use Categories/Matrix by adding Poultry Hatchery, Agricultural Processing and Manufacturing, Agricultural Processing of Food Products, Rendering Plant as permitted or conditional use permitted in Land Use Districts, and amending Section 5.08 TA-1 Transitional Agricultural District by removing commercial and industrial in Supplemental Setbacks. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

### **ORDINANCE NO. 1528**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING THE ZONING ORDINANCE OF THE CITY OF DAVID CITY, NEBRASKA, TO ADD AND AMEND CERTAIN DEFINITIONS, TO ADD NEW AND AMEND EXISTING USES IN THE LAND USE MATRIX, AND TO EXEMPT COMMERCIAL AND INDUSTRIAL USES FROM CERTAIN SETBACKS WITHIN THE TA-1 TRANSITIONAL AGRICULTURE ZONING DISTRICT; REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH; AND AUTHORIZING PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

RECITALS

WHEREAS, the City of David City, Nebraska, a municipal corporation and city of the second class ("City"), passed Ordinance No. 1504 on January 22, 2025, adopting and implementing City's Zoning Ordinance (the "Zoning Ordinance");

WHEREAS, Nebraska Revised Statutes section 19-901 authorizes City to adopt and amend the Zoning Ordinance from time to time;

WHEREAS, City desires to amend the Zoning Ordinance as shown in Exhibit A, attached hereto and incorporated herein (the "Amendments"); and

WHEREAS, City deems it in City and its residents' best interest to adopt the Amendments and amend the Zoning Ordinance accordingly.

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

SECTION 1. City hereby amends the Zoning Ordinance by adopting the Amendments, as shown in Exhibit A.

SECTION 2. City hereby repeals all other ordinances, or portions thereof, passed and approved prior to the passage, approval and publication of this Ordinance in conflict herewith to the extent of the conflict thereof.

SECTION 3. The Mayor and City Clerk may execute such other documents and take such other actions as reasonably necessary and appropriate to effectuate the purposes herein.

SECTION 4. The City Clerk shall publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect following its passage, approval and publication in pamphlet form.

PASSED AND APPROVED this 11th day of March, 2026.

\_\_\_\_\_  
Jessica Miller, Mayor

ATTEST:

\_\_\_\_\_  
Lori Matchett, City Clerk

Exhibit A

The Amendments to the Zoning Ordinance

[SEE ATTACHED]

**David City, Nebraska, Zoning Ordinance – Draft Amendments October 2025**

Marvin Planning Consultants

**Section 2.03 Definitions**

AGRICULTURE shall mean the use of land to obtain a profit by raising, harvesting, and selling crops or by feeding, breeding, management, and sale of, or the produce of, livestock, poultry, fur-bearing animals, or honeybees, or for dairying and the sale of dairy products, or other similar use.

AGRICULTURAL OPERATIONS shall mean the business of farming, excluding Livestock Feeding Operations as defined, a farmstead of 20 acres or more which produces \$1,000 or more of farm products each year.

AGRICULTURAL PROCESSING AND MANUFACTURING shall mean the processing and packaging of agricultural products, after harvest, for wholesale or retail sales, except where otherwise defined.

AGRICULTURAL SALES AND SERVICE shall mean an establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, farm equipment, pesticides, and similar goods or in the provision of agriculturally related services with incidental storage on lots other than where the service is rendered. Typical uses include nurseries, hay, farm implement dealerships, feed and grain stores, and tree service firms.

ANIMAL BYPRODUCTS shall mean parts of a slaughtered animal not directly consumed by humans, such as fat, bones, and gelatin, typically processed into products for animal feed, fertilizer, or industrial uses.

ANIMAL UNIT shall mean a calculation which converts animals of different species or sizes into equivalent units. any farming operation or the feeding, farrowing, or raising cattle, swine, sheep, poultry, or other livestock, in a confined area where grazing is not possible, and where the confined area is for more than 6 months in any one calendar year, and where the number of animals so maintained exceeds 300 Animal Units as defined below. The confined area of the Livestock Feeding Operation (LFO) shall include the pens, corals, sheds, buildings, feed storage areas, waste disposal ponds, and related facilities. Such facilities shall be constructed and operated in conformance with applicable county, state, and federal regulations. Two or more LFO's under common ownership are deemed to be a single LFO if they are adjacent to each other or if they utilize a common area of system for the disposal of livestock waste.

Animal Units (A.U.) are defined as follows:

**FARM** shall mean an area containing at least 20 acres or more in agricultural use for growing or storage of products such as vegetables, fruit, and grain, as well as for the raising thereon of the farm poultry and farm animals, and which produces \$1,000 or more per year of farms products raised on the premises, in accordance with §23-114.03 Nebraska Revised Statutes. ~~The term farming includes the operation of such area for one or more of the above uses with the necessary accessory uses for treating or storing the produce and the feeding of livestock as hereinafter prescribed provided such accessory uses do not include the feeding of garbage or offal to swine or other animals.~~

**FARMING** shall mean the planting, cultivating, harvesting and storage of grains, hay or plants commonly grown in Nebraska with the necessary accessory uses for treating or storing the produce and the feeding of livestock as prescribed hereunder, provided such accessory uses do not include the feeding of garbage or offal to swine or other animals.

**FEED MILL** shall mean a facility or establishment primarily engaged in the grinding, mixing, processing, and/or manufacturing of animal feed or feed ingredients for wholesale or retail distribution; and may include storage of bulk grains, additives, and other agricultural inputs necessary for producing finished feed products.

**FEEDLOT, COMMERCIAL** shall mean a lot or building or combination of lots and buildings intended to be used for the confined feeding, breeding, raising or holding of animals and specifically designed as a confinement area in which manure may accumulate, or where the concentration of animals is such that a vegetation cover cannot be maintained in the enclosure. This definition does not include the pasturing of livestock. See also Livestock Feeding Operation.

**LIVESTOCK FEEDING OPERATION (LFO):** Any agricultural or farming operation in a confined area where grazing is not possible, and where the confined area is for more than six months in any one calendar year, and where the number of animals so maintained exceeds 300 Animal Units as defined below.

The confined area of the LFO shall include the pens, corrals, sheds, buildings, feed storage areas, waste disposal ponds, and related facilities. Such facilities shall be constructed and operated in conformance with applicable county, state, and federal regulations.

Two or more LFO's under common ownership are deemed to be a single LFO if they are adjacent to each other and utilize a common area of system for the disposal of livestock wastes.

Each operation type shall be classified in one of four levels according to total number of A.U. in the operation at any one time. Levels will include:

- Class I Facility = 301-1,000 animal units;
- Class II Facility = 1,001-2,500 animal units;
- Class III Facility = 2,501-5,000 animal units;
- Class IV Facility = 5,001-10,000 animal units;
- Class V Facility = 10,001 or more animal units.

LFOs having more than one type of feeding operation at one location shall be categorized according to the total number of animal units. A farm with 300 animal units or less is considered strictly an Agricultural operation.

POULTRY COMMERCIAL FEEDING OPERATION shall mean a type of commercial Livestock Feeding Operation (LFO) agricultural feed lot for poultry, whether confined feeding operations are enclosed or outdoors. A Hatchery may be accessory to a Poultry Commercial Feeding Operation or may be a principal use as defined.

POULTRY HATCHERY shall mean a facility engaged in the incubation of fertilized poultry eggs and the management, hatching, and initial care of poultry chicks before their distribution to growers, farms, or production facilities. May include egg handling, cleaning, incubation, brooding, and temporary chick holding areas, but does not include long-term raising or slaughter of birds on-site.

RENDERING PLANT shall mean a facility engaged in the processing of animal tissues and byproducts to extract, purify, and package animal byproducts; typical processes include the mechanical and thermal breakdown of raw animal material and/or fat extraction for commercial and industrial use.

**Section 5.06 Land Use Categories/Matrix**

		E = Exempt from Permits P = Permitted C = Conditional Use Permit T = Temporary "-" = not permitted Overlay District and Floodplain regulations shall also be met.												
Use Category	Use Type	Land Use District											Additional Requirements	
		TA-1	RE	R-1	R-2	R-3	RM	DC	CC	FLEX	H-1	H-2		
Agriculture & Horticulture Uses	Agricultural buildings for general ag use	P	P	-	-	-	-	-	-	-	P	P	P	
	Agricultural operations, other than LFOs	E	E	E	-	-	-	-	-	-	E	E	E	
	Class I or larger Livestock Feeding Operation (LFO)	-	-	-	-	-	-	-	-	-	-	-	C	Section 9.25
	Community Gardens	E	E	E	E	E	C	E	E	E	E	E	E	
	Conservation Easement	C	C	C	C	C	C	C	C	C	C	C	C	Section 9.19
	Cover Crops	E	E	C	C	-	-	-	-	-	E	E	E	Section 9.25
	Crop Production	E	E	E	-	-	-	-	-	-	E	E	E	
	Horses and other non-commercial livestock on residential lots	E	E	C	-	-	-	-	-	-	E	-	-	Section 9.25
	Irrigation facilities	P	P	P	-	-	-	-	-	-	P	P	P	
	Livestock for educational purposes as a Secondary use	E	E	E	-	-	-	-	-	-	E	E	E	Section 9.25
	Livestock sales	C	-	-	-	-	-	-	-	-	-	C	P	
	Poultry Hatchery	P	-	-	-	-	-	-	-	-	-	-	P	
	Stockpiling of dead livestock, manure, or sludge	C	-	-	-	-	-	-	-	-	-	-	-	
	Tree farms and forestry	E	E	-	-	-	-	-	-	-	-	E	E	
Vineyard	E	E	-	-	-	-	-	-	-	-	E	E		
Agricultural Sales & Service	Agricultural chemicals, fertilizer, anhydrous ammonia-storage & distribution for commercial use.	C	-	-	-	-	-	-	-	C	C	C		
	Agricultural chemicals, fertilizer, anhydrous ammonia-storage & distribution for on-farm use.	E	-	-	-	-	-	-	-	E	E	E		
	Agricultural Cooperative Production/Distribution Facility	C								C	C	C	Section 9.05	
	Agricultural feed mixing and blending (feed mill) and grain handling operations (retail/wholesale)	C	-	-	-	-	-	-	C	C	C	P		
	Agricultural implement & vehicle sales and service	C	-	-	-	-	-	-	C	P	P	P		
	Agricultural research farm	P	-	-	-	-	-	-	-	C	P	P		
	Agricultural seed sales (retail/wholesale)	P	-	-	-	-	-	-	C	C	P	P		
	Equestrian centers and stables	C	-	-	-	-	-	-	-	-	C	C	Section 9.25	
	Fertilizer Transmission Line	C	-	-	-	-	-	-	-	-	C	C		
	Winery	C	C	-	-	-	-	-	-	C	C	C		



**Section 5.08 TA-1 Transitional Agriculture District**

5.08.07 Supplemental Setbacks

1. The following uses shall be a minimum of 2,640 feet (1/2-mile) from any residential, ~~commercial, industrial,~~ or public use, as measured from the nearest point on the lot line.
  - A. Commercial auction yards or barns.
  - B. Commercial production and husbandry of poultry, fish, and small animals.
  - C. Commercial feedlots.
  - D. Mining and extraction of natural resources.
  - E. Feed mills.
  - F. Auto wrecking yards, junk yards, salvage yards, and scrap processing yards.
  - G. Storage and distribution of anhydrous ammonia, fuel, fertilizer, and other chemicals.
2. No new residential, ~~commercial, industrial,~~ or public use shall be located nearer than 2,640 feet (1/2-mile) to any existing use listed in Section 5.08.07(1) above (reciprocal setback).

**Section 5.09 RE Residential Estates**

5.09.07 Supplemental Setbacks

1. The following uses shall be a minimum of 2,640 feet (1/2-mile) from any residential, commercial, industrial, or public use, as measured from the nearest point on the lot line.
  - A. Commercial auction yards or barns.
  - B. Commercial production and husbandry of poultry, fish, and small animals.
  - C. Commercial feedlots.
  - D. Mining and extraction of natural resources.
  - E. Feed mills.
  - F. Auto wrecking yards, junk yards, salvage yards, and scrap processing yards.
  - G. Storage and distribution of anhydrous ammonia, fuel, fertilizer, and other chemicals.
2. No new residential, commercial, industrial, or public use shall be located nearer than 2,640 feet (1/2-mile) to any existing use listed in Section 5.08.07(1) above (reciprocal setback).

Council Member Keith Marvin made a motion to approve joining The Interlocal Purchasing System (TIPS). Council Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

Council Member Bruce Meysenburg made a motion to approve the mayor to sign amendments to the Michael Foods agreement, including the termination of the existing usage agreement, the assignment of capacity, and the guarantee of remaining capital improvements. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

The Law Enforcement Committee met on Tuesday evening to discuss the current contract. Right now, the contract is set to expire on March 24, 2026. After discussion with the Law Enforcement Committee, an extension to the current Mutual Aid Interlocal Agreement with Butler County has been brought to the Council for an additional six

months, with discussions on compensation, documentation for legal purposes, and ensuring proper documentation and legal consideration are made on mutual aid calls. The plan is to revisit the Interlocal Agreement in the next few months, based on statistics and compensation needs.

Council Member Bruce Meysenburg made a motion to approve extending the current Mutual Aid Interlocal Cooperation Agreement with Butler County for an additional six months. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

Council Member Rick Holland made a motion to adjourn at 8:16 p.m. Council Member Keith Marvin seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0

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CERTIFICATION OF MINUTES

March 11, 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 March 11, 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