CITY COUNCIL PROCEEDINGS
October 28, 2026

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

Present for the meeting were: Mayor Jessica Miller, Council Members Keith Marvin, Bruce Meysenburg, Rick Holland, Jeremy Abel, Jim Angell, Kevin Woita, City Administrator Alan Zavodny, City Administrator Intern Raiko Martinez, Police Chief Marla Schnell, Deputy Clerk Rachel Kahnk and City Clerk – Treasurer Lori Matchett. City Attorney David Levy and Ethan Joy of JEO Consulting Group attended via zoom.

Also present were: Marlene and Nick Hein, Doug Rix, Beth Klosterman, Deb Dinkelman, Tim Piper and Scott Hedrick of Nebraska Dairy Products.

The meeting opened with the Pledge of Allegiance.

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

Council Member Jim Angell made a motion to approve the minutes of the October 14, 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.

Council discussed and considered Pay Application No. 31 to BRB Contractors in the amount of $99,230.47 for the Wastewater Treatment Facility Project.

Ethan Joy with JEO Consulting Group addressed the Council and reported that the project was nearing completion, with primary grading and other remaining work outstanding. Recent wet weather conditions had delayed completion of some of the remaining work.

Ethan Joy explained that BRB had contacted JEO shortly before the meeting requesting a reduction in the contractual retainage from 5% to 4%. The City was currently holding more than $900,000 in retainage, and the contractor requested the reduction due to the limited amount of work remaining on the project.

The original Pay Application No. 21, calculated with 5% retainage, totaled $99,230.47. Reducing the retainage to 4% would increase the requested payment to $280,122.70.

Ethan Joy stated that JEO had no objection to the proposed reduction, noting that BRB had performed satisfactorily and was working toward project completion.

City Attorney David Levy explained that Council could waive the contractual retainage provision through formal action without requiring a change order. However, he recommended that any approval clearly establish that a reduction at this time would not obligate the City to approve similar requests in the future.

City Administrator Alan Zavodny expressed concern that the revised payment amount differed substantially from the amount published on the meeting agenda. He recommended that Council consider the retainage reduction at a future meeting to allow the revised request to be properly presented.

Council discussed the remaining project work, the substantial retainage already being held, and the importance of ensuring completion of all outstanding items. Following discussion, Council expressed support for approving the original payment amount and reconsidering the contractor's request to reduce retainage at the next meeting.

Council Member Keith Marvin made a motion to approve Pay Application No. 31 to BRB Contractors in the amount of $99,230.47, maintaining the contractual 5% retainage, and to have the contractor's request to reduce retainage to 4% brought back for consideration at the next City Council Meeting. Council Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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Contractor's Application for Payment

Owner:	City of David City	**Owner's Project No.:**	
Engineer:	JEO Consulting Group, Inc.	**Engineer's Project No.:**	251034.00
Contractor:	BRB Contractors, Inc.	**Contractor's Project No.:**	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		
Application No.:	31	**Application Date:**	10/26/2026
Application Period:	From 8/26/2026	to	10/26/2026

1. Original Contract Price					$ 16,882,000.00
2. Net change by Change Orders					$ 1,479,151.17
3. Current Contract Price (Line 1 + Line 2)					$ 18,361,151.17
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)					$ 18,180,123.35
5. Retainage					
a.	5%	X	$ 18,180,123.35	Work Completed =	$ 909,006.17
b.	5%	X	$ -	Stored Materials =	$ -
c. Total Retainage (Line 5.a + Line 5.b)					$ 909,006.17
6. Amount eligible to date (Line 4 - Line 5.c)					$ 17,271,117.18
7. Less previous payments (Line 6 from prior application)					$ 17,171,886.71
8. Amount due this application					$ 99,230.47
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)					$ 1,090,033.99

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: Signed by: [signature] **Date:** 10/29/2026

Recommended by Engineer		Approved by Owner	
By:	DocuSigned by: [signature]	**By:**	Signed by: [signature]
Title:	Project Manager	**Title:**	Mayor
Date:	10/29/2026	**Date:**	10/30/2026
Approved by Funding Agency			
By:	N/A	**By:**	N/A
Title:		**Title:**	
Date:		**Date:**	

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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Contractor:	BRB Contractors, Inc.	**Contractor's Project No.:**	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		

Application No.: 31 **Application Period:** From 08/26/26 to 10/26/26 **Application Date:** 10/26/26

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
			Original Contract					
	GENERAL SITEWORK					-		-
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	24,500.00	500.00		25,000.00	100%	-
4	Site Clearing	$ 30,000.00	30,000.00			30,000.00	100%	-
5	12" & 16" Forcemain Piping	$ 300,000.00	300,000.00			300,000.00	100%	-
6	Other Piping/Valves	$ 1,395,000.00	1,296,000.00	99,000.00	-	1,395,000.00	100%	-
7	Precast Manholes	$ 65,000.00	65,000.00			65,000.00	100%	-
8	Instrumentation & Control	$ 50,000.00	50,000.00			50,000.00	100%	-
9	Electrical/Generator Work	$ 125,000.00	125,000.00			125,000.00	100%	-
	HEADWORKS BUILDING		-			-		-
10	Excavation & Backfill	$ 150,000.00	150,000.00			150,000.00	100%	-
11	Concrete Base Structure	$ 500,000.00	500,000.00			500,000.00	100%	-
12	Concrete Walls Structure	$ 1,207,000.00	1,207,000.00			1,207,000.00	100%	-
13	Concrete Floor/Deck Structure	$ 350,000.00	350,000.00			350,000.00	100%	-
14	Misc. Metals Furnish/Install	$ 50,000.00	50,000.00			50,000.00	100%	-
15	Masonry Above Structure	$ 225,000.00	225,000.00			225,000.00	100%	-
16	Doors & Windows Furnish/Install	$ 65,000.00	65,000.00			65,000.00	100%	-
17	Roof Trusses Furnish/Install	$ 45,000.00	45,000.00			45,000.00	100%	-
18	Standing Seam Roof & Specialties	$ 100,000.00	100,000.00			100,000.00	100%	-
19	Slide Gates Furish/Install	$ 100,000.00	100,000.00			100,000.00	100%	-
20	Bar Screen Furnish/Install	$ 200,000.00	200,000.00			200,000.00	100%	-
21	Grit Equipment, Valves, Flumes Furnish/Install	$ 1,300,000.00	1,300,000.00			1,300,000.00	100%	-
22	Parshall Flume	$ 10,000.00	10,000.00			10,000.00	100%	-
23	Indoor Sampler	$ 20,000.00	20,000.00			20,000.00	100%	-
24	Painting Structure	$ 40,000.00	40,000.00			40,000.00	100%	-
25	Instrumentation & Control Work	$ 950,000.00	950,000.00			950,000.00	100%	-
26	Mechanical Work (both buildings)	$ 270,000.00	267,000.00	3,000.00		270,000.00	100%	-
27	Electrical Work	$ 700,000.00	700,000.00			700,000.00	100%	-
	AGP FLUME NO. 20		-			-		-
28	Excavation & Backfill	$ 15,000.00	15,000.00			15,000.00	100%	-
29	Concrete Base	$ 20,000.00	20,000.00			20,000.00	100%	-
30	Concrete Walls	$ 42,000.00	42,000.00			42,000.00	100%	-
31	Misc. Metals Furnish/Install	$ 10,000.00	10,000.00			10,000.00	100%	-
32	Equipment Flume Install	$ 15,000.00	15,000.00			15,000.00	100%	-
	INFLUENT PUMP STATION		-			-		-

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of David City	**Owner's Project No.:**	
Engineer:	JEO Consulting Group, Inc.	**Engineer's Project No.:**	251034.00
Contractor:	BRB Contractors, Inc.	**Contractor's Project No.:**	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		

Application No.: 31 **Application Period:** From 08/26/26 to 10/26/26 **Application Date:** 10/26/26

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

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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Engineer:	JEO Consulting Group, Inc.	**Engineer's Project No.:**	251034.00
Contractor:	BRB Contractors, Inc.	**Contractor's Project No.:**	NE3DAV
Project:	David City Wastewater Treatment Facility Improvements		
Contract:	David City Wastewater Treatment Facility Improvements		

Application No.: 31 **Application Period:** From 08/26/26 to 10/26/26 **Application Date:** 10/26/26

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			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
66	Excavation & Backfill	$ 35,000.00	35,000.00			35,000.00	100%	-
67	Building Drainage Piping & Oil Seperator	$ 40,000.00	40,000.00			40,000.00	100%	-
68	Concrete Foundations	$ 40,000.00	40,000.00			40,000.00	100%	-
69	Concrete Floor	$ 56,000.00	56,000.00			56,000.00	100%	-
70	New Building Walls and Roof	$ 270,000.00	270,000.00			270,000.00	100%	-
71	Doors & Windows	$ 40,000.00	40,000.00			40,000.00	100%	-
72	Painting Work	$ 30,000.00	25,000.00	5,000.00		30,000.00	100%	-
73	Electrical Work	$ 75,000.00	75,000.00			75,000.00	100%	-
	DEMO EXISTING HEADWORKS BUILDING		-			-		-
74	Demolition of Existing Building Complete	$ 30,000.00	30,000.00			30,000.00	100%	-
	CLOSEOUT		-			-		-
75	Site Grading	$ 25,000.00	20,000.00	3,000.00		23,000.00	92%	2,000.00
76	SBR/Storage Building Sidewalks	$ 25,000.00	20,000.00	2,000.00		22,000.00	88%	3,000.00
77	Concrete Paving	$ 20,000.00	10,000.00	10,000.00		20,000.00	100%	-
78	Seeding & Mulch	$ 15,000.00	-			-	0%	15,000.00
79	Crushed Rock Surfacing Roads	$ 80,000.00	15,000.00	30,000.00		45,000.00	56%	35,000.00
80	Fence & Gate System	$ 30,000.00	10,000.00	20,000.00		30,000.00	100%	-
	Original Contract Totals	**$ 16,882,000.00**	**$ 16,654,500.00**	**$ 172,500.00**	**$ -**	**$ 16,827,000.00**	**100%**	**$ 55,000.00**

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
	Change Orders							
1	Misc Submittals and Deducts	$ 39,532.11	39,532.11			39,532.11	100%	-
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, OVH Door & Surge Relief Valves	$ 220,266.68	220,266.68			220,266.68	100%	-
7	Headworks & Storage HVAC, SBR Air Piping	$ 135,701.87	135,701.87			135,701.87	100%	-
8	WCD 10-13, 16-18: Electrical, Grading, HVAC, HW Ceiling	$ 557,215.22	550,000.00	7,215.22		557,215.22	100%	-
9	WCDs: 1, 15, 20-23, 26-27, 29-30 Misc	$ 37,790.74	37,790.74			37,790.74	100%	-
10	WCD 25 - Headworks Slide Gate	$ 80,262.53				-	0%	80,262.53
11	Hydrant Line Revision	$ 20,941.02	13,000.00	7,941.02		20,941.02	100%	-
12	Blower Approach Drainage and Entrance Deduct	$ 27,150.29				-	0%	27,150.29
13	Electrical Modifciations	$ 18,615.00				-	0%	18,615.00
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
	Change Order Totals	**$ 1,479,151.17**	**$ 1,337,967.11**	**$ 15,156.24**	**$ -**	**$ 1,353,123.35**	**91%**	**$ 126,027.82**
	Original Contract and Change Orders							
	Project Totals	**$ 18,361,151.17**	**$ 17,992,467.11**	**$ 187,656.24**	**$ -**	**$ 18,180,123.35**	**99%**	**$ 181,027.82**

Stored Materials Summary — **Contractor's Application for Payment**

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

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

Application No.: 31 — Application Period: From 08/26/26 to 10/26/26 — Application Date: 10/26/26

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G + H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J + K) ($)	Materials Remaining in Storage (I - L) ($)
	105795-1		Aqua Aerobics Down Payment			261,353.50		261,353.50	261,353.50		261,353.50	-
	50026177578		Rebar			19,091.30		19,091.30	19,091.30		19,091.30	-
	50026159555		Rebar			28,359.32		28,359.32	28,359.32		28,359.32	-
	50026147392		Rebar			26,753.09		26,753.09	26,753.09		26,753.09	-
	50026147072		Rebar			29,743.20		29,743.20	29,743.20		29,743.20	-
	50026147071		Rebar			29,743.20		29,743.20	29,743.20		29,743.20	-
	50026114832		Rebar			29,743.20		29,743.20	29,743.20		29,743.20	-
	50026127187		Rebar			22,299.72		22,299.72	22,299.72		22,299.72	-
	50026303876		Rebar			30,145.37		30,145.37	30,145.37		30,145.37	-
	0755219-1		Polywrap			1,964.40		1,964.40	1,964.40		1,964.40	-
	755226		Polywrap			420.00		420.00	420.00		420.00	-
	755219		Polywrap			3,170.72		3,170.72	3,170.72		3,170.72	-
	27693		HME Shop Drawings			6,675.00		6,675.00	6,675.00		6,675.00	-
	50026415841		Rebar			17,736.06		17,736.06	17,736.06		17,736.06	-
	50026367581		Rebar			26,960.24		26,960.24	26,960.24		26,960.24	-
	50026337203		Rebar			26,014.37		26,014.37	26,014.37		26,014.37	-
	50026192138		Rebar			18,469.82		18,469.82	18,469.82		18,469.82	-
	94020		SBR Wall Valves			76,643.95		76,643.95	76,643.95		76,643.95	-
	755902		Ductile Iron Pipe			18,451.18		18,451.18	18,451.18		18,451.18	-
	755171		Project Manager			15,132.60		15,132.60	15,132.60		15,132.60	-
	50026489471		Rebar			650.00		650.00	650.00		650.00	-
	50026599911		Rebar			5,675.00		5,675.00	5,675.00		5,675.00	-
	50026604462		Rebar			2,179.06		2,179.06	2,179.06		2,179.06	-
			Concrete Expansion Joints			5,892.80		5,892.80	5,892.80		5,892.80	-
	105795-2		Aqua Aerobics - Second Payment			522,707.00		522,707.00	522,707.00		522,707.00	-
	0756281-2		Ductile Iron Pipe and Accessories			1,975.74		1,975.74	1,975.74		1,975.74	-
	0756281-1		Ductile Iron Pipe and Accessories			10,440.99		10,440.99	10,440.99		10,440.99	-
	757833		24" PVC Pipe			83,203.12		83,203.12	-	83,203.12	83,203.12	-
	0755902-1		Ductile Iron Pipe and Accessories			21,275.08		21,275.08	21,275.08		21,275.08	-
	757699		Ductile Iron Pipe and Accessories			622.71		622.71	622.71		622.71	-
	755893		Ductile Iron Pipe and Accessories			22,446.17		22,446.17	22,446.17		22,446.17	-
	756281		Ductile Iron Pipe and Accessories			5,056.44		5,056.44	5,056.44		5,056.44	-
	94511		Butterfly Valves and Accessories			128,612.31		128,612.31	128,612.31		128,612.31	-
	94275		Air Release Valves			7,803.31		7,803.31	7,803.31		7,803.31	-
	27920		HME Shop Drawings			20,025.00		20,025.00	20,025.00		20,025.00	-
	0174120-IN		Hatches and Crane Equipment			30,750.00		30,750.00	30,750.00		30,750.00	-
	0756281-3		Ductile Iron Pipe and Accessories			3,181.29		3,181.29	3,181.29		3,181.29	-
	2022-113		Electrical Stored Materials			36,633.43		36,633.43	36,633.43		36,633.43	-
	759894		Ductile Iron Forcemain Pipe			184,557.08		184,557.08	184,557.08		184,557.08	-
	94711		Valves			116,428.37		116,428.37	116,428.37		116,428.37	-
	0755902-2		Ductile Iron Pipe			23,676.17		23,676.17	23,676.17		23,676.17	-
	50027906312		Rebar			27,202.03		27,202.03	27,202.03		27,202.03	-
	50027701696		Rebar			2,573.98		2,573.98	2,573.98		2,573.98	-
	50027633543		Rebar			14,510.75		14,510.75	14,510.75		14,510.75	-
	50027614897		Rebar			20,282.00		20,282.00	20,282.00		20,282.00	-
	95073		Gates/Valves/Flumes			10,622.32		10,622.32	10,622.32		10,622.32	-
	94913		Gates/Valves/Flumes			135,104.83		135,104.83	135,104.83		135,104.83	-
	0759894-2		Ductile Iron Pipe			89,965.26		89,965.26	89,965.26		89,965.26	-
	0759894-1		Ductile Iron Pipe			48,516.80		48,516.80	48,516.80		48,516.80	-
	760997		Ductile Iron Pipe			30,341.68		30,341.68	30,341.68		30,341.68	-

Stored Materials Summary — **Contractor's Application for Payment**

Owner:	City of David City
Engineer:	JEO Consulting Group, Inc.
Contractor:	BRB Contractors, Inc.
Project:	David City Wastewater Treatment Facility Improvements
Contract:	David City Wastewater Treatment Facility Improvements
Owner's Project No.:	
Engineer's Project No.:	251034.00
Contractor's Project No.:	NE3DAV

Application No.: 31 — Application Period: From 08/26/26 to 10/26/26 — Application Date: 10/26/26

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G + H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J + K) ($)	Materials Remaining in Storage (I - L) ($)
	0757692-1		Ductile Iron Pipe			6,545.67		6,545.67	6,545.67		6,545.67	-
	757692		Ductile Iron Pipe			34,436.37		34,436.37	34,436.37		34,436.37	-
	8635424-01		Electrical Stored Materials			1,893.10		1,893.10	1,893.10		1,893.10	-
	8653766-00		Electrical Stored Materials			1,344.01		1,344.01	1,344.01		1,344.01	-
	8635424-00		Electrical Stored Materials			1,029.30		1,029.30	1,029.30		1,029.30	-
	8651280-00		Electrical Stored Materials			249.97		249.97	249.97		249.97	-
	8602508-01		Electrical Stored Materials			5,846.58		5,846.58	5,846.58		5,846.58	-
	8602508-02		Electrical Stored Materials			18,107.44		18,107.44	18,107.44		18,107.44	-
	8634948-00		Electrical Stored Materials			10.92		10.92	10.92		10.92	-
	2022-119		Electrical Stored Materials			5,915.24		5,915.24	5,915.24		5,915.24	-
	95314		Valves			35,962.26		35,962.26	35,962.26		35,962.26	-
	95296		Valves			5,507.18		5,507.18	5,507.18		5,507.18	-
	95194		Valves			64,227.99		64,227.99	64,227.99		64,227.99	-
	0760997-1		Embedded Wall Pipe			10,490.00		10,490.00	10,490.00		10,490.00	-
	761001		Embedded Wall Pipe			10,763.56		10,763.56	10,763.56		10,763.56	-
	759887		Ductile Iron Fittings			14,654.75		14,654.75	14,654.75		14,654.75	-
	0760997-2		Ductile Iron Pipe			18,733.52		18,733.52	18,733.52		18,733.52	-
	50028222134		Headworks Area Rebar			17,661.05		17,661.05	17,661.05		17,661.05	-
	50028559050		Generator Pad Rebar			5,316.85		5,316.85	5,316.85		5,316.85	-
	95460		Valves			9,113.55		9,113.55	9,113.55		9,113.55	-
	765559		Ductile Iron Pipe			11,022.47		11,022.47	11,022.47		11,022.47	-
	765117		Ductile Iron Pipe			95,948.26		95,948.26	95,948.26		95,948.26	-
	764836		Ductile Iron Pipe			22,291.21		22,291.21	22,291.21		22,291.21	-
	764427		Ductile Iron Pipe			2,800.00		2,800.00	2,800.00		2,800.00	-
	0764836-1		Ductile Iron Pipe			9,449.42		9,449.42	9,449.42		9,449.42	-
	764846		Ductile Iron Pipe			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	-
	8653766-01		Electrical Stored Materials			6,180.00		6,180.00	6,180.00		6,180.00	-
	8635424-02		Electrical Stored Materials			9,419.62		9,419.62	9,419.62		9,419.62	-
	8635424-03		Electrical Stored Materials			5,327.55		5,327.55	5,327.55		5,327.55	-
	8658232-00		Electrical Stored Materials			20,413.00		20,413.00	20,413.00		20,413.00	-
	8635424-04		Electrical Stored Materials			4,119.52		4,119.52	4,119.52		4,119.52	-
	8666003-00		Electrical Stored Materials			8,910.00		8,910.00	8,910.00		8,910.00	-
	8602508-03		Electrical Stored Materials			5,317.25		5,317.25	5,317.25		5,317.25	-
	8658232-02		Electrical Stored Materials			31,315.00		31,315.00	31,315.00		31,315.00	-
	8658232-01		Electrical Stored Materials			32,956.00		32,956.00	32,956.00		32,956.00	-
	NECOIL256197		Electrical Stored Materials			301.18		301.18	301.18		301.18	-
	79795		Electrical Stored Materials			270.00		270.00	270.00		270.00	-
	12251		HOA Progress Billing			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	-
	0174897-IN		Hoist			19,110.00		19,110.00	19,110.00		19,110.00	-
	0765117-6		Pipe and Fittings			9,402.29		9,402.29	9,402.29		9,402.29	-
	0765117-5		Pipe and Fittings			39,726.61		39,726.61	39,726.61		39,726.61	-
	0765117-4		Pipe and Fittings			6,442.13		6,442.13	6,442.13		6,442.13	-
	0760997-3		Pipe and Fittings			26,816.12		26,816.12	26,816.12		26,816.12	-
	0765117-3		Pipe and Fittings			578.28		578.28	578.28		578.28	-
	766259		Pipe and Fittings			21,663.44		21,663.44	21,663.44		21,663.44	-
	764818		Pipe and Fittings			25,146.59		25,146.59	25,146.59		25,146.59	-
	95755		Valves			33,531.00		33,531.00	33,531.00		33,531.00	-
	8635424-05		Electrical Stored Materials			386.20		386.20	386.20		386.20	-

Stored Materials Summary — **Contractor's Application for Payment**

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

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

Application No.: 31 Application Period: From 08/26/26 to 10/26/26 Application Date: 10/26/26

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G + H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J + K) ($)	Materials Remaining in Storage (I - L) ($)
	8658653-00		Electrical Stored Materials			1,335.00		1,335.00	1,335.00		1,335.00	-
	8602508-04		Electrical Stored Materials			373.10		373.10	373.10		373.10	-
	8694471-00		Electrical Stored Materials			266.93		266.93	266.93		266.93	-
	8602508-05		Electrical Stored Materials			2,328.26		2,328.26	2,328.26		2,328.26	-
	8635424-06		Electrical Stored Materials			12,514.95		12,514.95	12,514.95		12,514.95	-
	8792		Grit Pump			23,395.00		23,395.00	23,395.00		23,395.00	-
	29452		Handrail			12,300.00		12,300.00	12,300.00		12,300.00	-
	568		HVAC: Air Conditioners			16,920.00		16,920.00	16,920.00		16,920.00	-
	0765117-7		Pipe and Fittings			2,528.22		2,528.22	2,528.22		2,528.22	-
	766417		Piping System/Ball Valves			3,112.76		3,112.76	3,112.76		3,112.76	-
	770080		Pipe and Fittings			4,184.11		4,184.11	4,184.11		4,184.11	-
	765579		Pipe and Fittings			33,920.76		33,920.76	33,920.76		33,920.76	-
	0057750-IN		Sand/Oil Trap			10,900.00		10,900.00	10,900.00		10,900.00	-
	29678		Ladders			8,250.00		8,250.00	8,250.00		8,250.00	-
	769915		Pipe and Fittings			17,343.56		17,343.56	17,343.56		17,343.56	-
	1045880		Aqua Aerobics SBR Equipment			254,849.56		254,849.56	254,849.56		254,849.56	-
	1046052		Aqua Aerobics SBR Equipment			703,753.84		703,753.84	703,753.84		703,753.84	-
	24105-18870		Bar Screen			127,871.00		127,871.00	127,871.00		127,871.00	-
	92726-00		Generator			82,368.00		82,368.00	82,368.00		82,368.00	-
	8653766-02		Electrical Stored Materials			12,200.28		12,200.28	12,200.28		12,200.28	-
	1046371		Aqua Aerobics SBR Equipment			56,029.84		56,029.84	56,029.84		56,029.84	-
	448099		Precast Manholes			6,829.90		6,829.90	6,829.90		6,829.90	-
	448100		Precast Manholes			6,367.98		6,367.98	6,367.98		6,367.98	-
	1046768		Aqua Aerobic Equipment			456,848.92		456,848.92	456,848.92		456,848.92	-
	1046711		Aqua Aerobic Equipment			4,266.73		4,266.73	4,266.73		4,266.73	-
	769540		Pipe and Fittings			10,912.32		10,912.32	10,912.32		10,912.32	-
	777143		Pipe and Fittings			9,368.08		9,368.08	9,368.08		9,368.08	-
	50030735331		Blower Room Rebar			4,203.29		4,203.29	4,203.29		4,203.29	-
	SO113091		Doors and Frames			30,000.00		30,000.00	30,000.00		30,000.00	-
	1047062		Aqua Aerobic Equipment			75,103.16		75,103.16	75,103.16		75,103.16	-
	12687		Instrumentation Equipment			55,490.40		55,490.40	55,490.40		55,490.40	-
	97508		Slide Gates			277,359.52		277,359.52	277,359.52		277,359.52	-
	777559		Ductile Iron Pipe and Fittings (SBR)			33,415.07		33,415.07	33,415.07		33,415.07	-
	777526		Ductile Iron Pipe and Fittings (Blower)			7,835.01		7,835.01	7,835.01		7,835.01	-
	0777559-1		Ductile Iron Pipe and Fittings (SBR)			17,352.34		17,352.34	17,352.34		17,352.34	-
	30706		Misc Steel			81,605.00		81,605.00	81,605.00		81,605.00	-
	12743		Motor Control Centers and Drives			438,253.00		438,253.00	438,253.00		438,253.00	-
	97802		Slide Gate Actuator			22,576.82		22,576.82	22,576.82		22,576.82	-
	97966		Grit Removal System			227,316.00		227,316.00	227,316.00		227,316.00	-
6	781379		Ductile Iron Pipe and Fittings			6,995.20		6,995.20	6,995.20		6,995.20	-
6	0779486-1		Ductile Iron Pipe and Fittings			5,131.29		5,131.29	5,131.29		5,131.29	-
6	0799486-2		Ductile Iron Pipe and Fittings			93,081.78		93,081.78	93,081.78		93,081.78	-
6	0777559-2		Ductile Iron Pipe and Fittings			11,821.88		11,821.88	11,821.88		11,821.88	-
6	780229		14" SBR Pipe			4,492.31		4,492.31	4,492.31		4,492.31	-
	IN108191		Doors and Frames			16,637.14		16,637.14	16,637.14		16,637.14	-
	133739		Headworks Trusses (Partial)			4,925.00		4,925.00	4,925.00		4,925.00	-
	781551		Ductile Iron Pipe and Fittings			12,310.45		12,310.45	12,310.45		12,310.45	-
	0785422-1		Dutile Iron Fittings (Blower)			9,229.73		9,229.73	9,229.73		9,229.73	-
CO 7	0793899-2		Ductile Iron Fittings (SBRs)			30,196.48		30,196.48	30,196.48		30,196.48	-
					Totals	$ 7,068,288.03	$ -	$ 7,068,288.03	$ 6,985,084.91	$ 83,203.12	$ 7,068,288.03	$ -

Council discussed and considered a geotechnical exploration proposal with Thiele Geotech Inc. for the proposed Airport Lift Station as part of the Airport Sewer Extension Project.

Ethan Joy with JEO Consulting Group explained that the proposal includes exploratory soil boring at the anticipated location of the lift station. Due to the depth of the proposed lift station and the known high groundwater conditions in the airport area, the geotechnical investigation is necessary to assist with the structural design and provide contractors with information regarding subsurface conditions prior to construction.

Ethan Joy recommended approval of the proposal, explaining that obtaining the geotechnical information during the design phase could help prevent unforeseen construction issues and additional expenses.

Council discussed the history of the Airport Sewer Extension Project, noting that the City had previously annexed the airport area and committed to extending sanitary sewer service to the area. The project is intended to provide sewer service to properties and businesses near the airport, including Storm and Forney.

Council emphasized the importance of moving forward with the project and obtaining the necessary geotechnical information before finalizing the lift station design.

Council Member Keith Marvin made a motion to approve the geotechnical exploration proposal from Thiele Geotech Inc for the Airport Lift Station. 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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Thiele Geotech Inc

13478 Chandler Road
Omaha, Nebraska 68138-3716
402.556.2171 Fax 402.556.7831
www.thielegeotech.com

October 20, 2026

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

RE: PROPOSAL FOR GEOTECHNICAL EXPLORATION
DAVID CITY AIRPORT LIFT STATION & IMPROVEMENTS, DAVID CITY, NE

To Whom It May Concern:

Enclosed is our proposal for geotechnical exploration related to the proposed lift station, sewer, and water main located in David City, Nebraska. The accompanying proposal describes our approach and proposed scope of services, the estimated cost of the study, and the contract terms.

Thiele Geotech is a service-oriented firm offering geotechnical, material, and environmental engineering. Our focus is on providing quality engineering solutions based on each individual client's needs. Our professional staff has experience with similar projects, and we have the equipment and resources available to complete this study.

We look forward to working with you and your design team on this project. If you have any questions, please call. If the accompanying proposal is acceptable, please return an executed copy to our office.

Respectfully,
Thiele Geotech, Inc.

Collin R. Steimer, P.E.

Enclosures

R:\PROPOSAL\GEOTECHNICAL DEPARTMENT\DAVID CITY LIFT STATION & IMPROVEMENTS.DOCX

Mayor Jessica Miller opened the public hearing at 7:12 p.m. to receive public comments regarding the City's proposed Land and Water Conservation Fund (LWCF) Grant application.

Council reviewed the proposed improvements, which included complete replacement of the existing tennis courts, installation of playground equipment, ADA accessibility improvements, demolition and site preparation, engineering and design services, and an allowance for potential project changes.

The proposed tennis court improvements would include post-tensioned concrete construction for increased durability and longevity, with court markings to accommodate both tennis and pickleball.

The playground improvements would include replacement equipment designed to improve accessibility and ADA compliance.

The total estimated project cost is $620,000, with the City requesting $310,000 in LWCF grant funding and providing the required $310,000 local match.

There being no additional comments from the public, Mayor Miller closed the public hearing at 7:13 p.m.

Council discussed and considered authorizing the Mayor to sign a letter committing the City's local matching funds for the proposed Land and Water Conservation Fund (LWCF) Grant application.

The proposed project has an estimated total cost of $620,000, consisting of $310,000 in requested grant funding and a $310,000 local match from the City.

Council Member Keith Marvin made a motion to authorize the Mayor to sign the Letter of Commitment for the City's $310,000 local match for the Land and Water Conservation Fund Grant application. Council Member Bruce Meysenburg seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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P.O. Box 191
490 E Street
David City, NE 68632

DAVID CITY
NEBRASKA

Phone: (402) 367-3135
FAX: (402) 367-3125
Website: www.davidcityne.com

October 27, 2026

Shari Sorenson, Recreation Grant Administrator / ASLO
Planning and Development Division
2200 N 33rd Street
Lincoln, NE 68503

RE: Cost-Share Commitment – 2027 LWCF Application Cycle

To Whom It May Concern:

The City of David City is committed to providing cash contributions towards the proposed improvements to David City Park and adjacent tennis courts. The City will contribute $310,000.00 from its General Fund toward its 50% required cost-share match. These funds are unrestricted, and readily available.

Sincerely,

Jessica Miller

Jessica Miller
Mayor

Council discussed and considered a recommendation from the Park and Recreation Advisory Board to allocate up to $80,000 from the budgeted Local Sales Tax Fund toward construction of a new playground at the ball fields.

It was explained that the proposed allocation would earmark funds for the project, with $80,000 representing the maximum City contribution. The actual amount contributed by the City would depend upon donations and grant funding received.

Council discussed the estimated project costs and the importance of ensuring that the playground would be ADA accessible. Discussion included the additional expenses associated with installing an accessible playground surface, such as poured-in-place rubber surfacing or other suitable materials, rather than traditional playground mulch.

Council expressed support for providing an accessible playground while continuing to pursue donations and grant opportunities to reduce the City's financial contribution.

Council Member Bruce Meysenburg made a motion to allocate up to $80,000 from the budgeted Local Sales Tax Fund toward construction of the playground at the ball fields, with the actual City contribution dependent upon donations and grant funding received. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council discussed and considered allocating up to $5,000 from budgeted Local Sales Tax Funds toward Justin Watts-Dinkelman's Eagle Scout Disc Golf Project.

During discussion, Mayor Jessica Miller expressed the importance of maintaining consistency in how the City provides financial assistance for Eagle Scout projects. She noted that previous Eagle Scout projects had been required to conduct fundraising efforts before returning to the Council for consideration of financial assistance to cover any remaining project costs.

Council discussed the estimated project cost of approximately $11,000 and the anticipated completion deadline of May 2027.

It was explained that the proposed $5,000 allocation was intended to establish a maximum amount of City assistance rather than provide immediate funding for the project. Council emphasized that fundraising efforts should continue and that the City's contribution would be determined based on the funding secured through those efforts.

Council discussed the importance of applying consistent expectations to future Eagle Scout projects requesting City assistance.

Council Member Bruce Meysenburg made a motion to earmark up to $5,000 from budgeted Local Option Sales Tax Funds toward Justin Watts-Dinkelman's Eagle Scout Disc Golf Project, with the understanding that fundraising efforts would continue to help offset the project costs. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council discussed and considered bids for replacement of the swimming pool heater and boiler system, utilizing available sales tax funds for the project.

Two proposals were received:

- Grunwald Mechanical: $53,851.20
- Rutt's Heating: $55,746.00

Council reviewed the proposals and discussed the differences in equipment, installation requirements, and exclusions. It was noted that the proposal from Grunwald Mechanical contained several exclusions, including electric work, while the proposal from Rutt's Heating included water piping, flue piping, electrical work, startup, and boiler inspection.

Although Grunwald Mechanical submitted the lower initial bid, Council discussed the possibility of additional expenses associated with the excluded work. Council determined that the Rutt's Heating proposal provided a more complete installation package and could result in a lower overall project cost.

Council also discussed the importance of establishing a regular maintenance schedule for the new heating system. It was recommended that the system be inspected and cleaned annually, particularly due to the seasonal operation of the swimming pool and the potential effects of chemicals and standing water on the equipment.

Council Member Keith Marvin made a motion to accept the bid from Rutt's Heating in the amount of $55,746.00 for replacement of the swimming pool heater and boiler system, utilizing available sales tax funds, as the lowest and most responsible bidder based upon the scope of work and exclusions contained in the proposals. 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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Rutt's
HEATING & A/C INC.
SHEET METAL

1001 W 1st St, Hastings, NE 68901 * (402) 564-0595

Company: David City Pool
Address: 490 E St, David City, NE 68632

Date: Jul 8, 2026
Re: Boiler, Pool Htr.
File Number: 101224
Property: David City Pool
Address: 485 S 9th St, David City, NE 68632

As requested, we are pleased to offer our proposal for the above referenced project as follows:

SPECIFIC INCLUSIONS
Replace Pool Heater Boiler.

Lochinvar 1.8M BTU Boiler
Water Piping
Flue Piping
Electrical
Start Up
Boiler Inspection

CLARIFICATIONS
1. Our offer is firm for thirty days from the date listed above.
2. 50% down payment is required with the signed quote when equipment is being replaced, before equipment will be ordered. If paying by credit card, there will be a credit card surcharge fee of approximately 3% added to the invoice. To inquire about financing for new construction or direct replacements only, please contact our office at 402-463-4853.
3. Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
4. Unless noted in the specific inclusions, our work will be performed during our normal business hours.

SPECIFIC EXCLUSIONS
1. Sales Tax.

Total Proposal as Outlined Above..... $55,746.00

ACCEPTANCE OF PROPOSAL
This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.

Customer Name and/or PO is needed:_____

Signature: Jessica Mills

Date: 10-28-26

Council discussed and considered the resignation of Greg Aschoff from the Planning Commission and Downtown Revitalization Committee.

During discussion, Council expressed appreciation for Aschoff's service and discussed the difficulty of finding qualified individuals willing to serve on City boards and committees.

Council Member Keith Marvin advised that, under Nebraska statute, a Planning Commission member is required to continue serving until a successor is appointed. Council discussed the need to identify a replacement and noted that potential candidates would be considered.

Council Member Keith Marvin expressed concern regarding accepting the resignation before a replacement had been identified. Other Council Members acknowledged the need to fill the vacancies while recognizing Aschoff's decision to resign.

Council Member Bruce Meysenburg made a motion to accept the resignation of Greg Aschoff from the Planning Commission and Downtown Revitalization Committee. 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.

Greg Aschoff
954 Bicentennial Circle
David City, NE 68632

September 26, 2026

Lori Matchett, City Clerk
City of David City
PO Box 191
David City, NE 68632

Dear Lori,

Please accept this letter as my formal resignation from the David City Planning Commission, effective October 1, 2026.

I have enjoyed my time on the Planning Commission and appreciate the opportunity to contribute to the future of David City. I am grateful for the experience, the people I have been able to work with, and the important work of the Commission.

At this time, I have decided to focus my time and energy on bringing development and new opportunities to our area through my work with the Butler County Development Corporation. I believe this is where I can best contribute my efforts toward the continued growth and prosperity of our community.

I remain committed to serving David City and the surrounding area and look forward to continuing to support our community in this new capacity.

Sincerely,

Greg Aschoff

Council discussed and considered approval of Sack Lumber Company's Downtown Revitalization Project for roof repairs.

It was reported that the Downtown Revitalization Committee had met to review the proposed project and recommended approval. The Nebraska Department of Economic Development had also approved the project for consideration under the Downtown Revitalization Program.

Building Inspector Gary Meister inspected the roof and provided a written report identifying its deteriorated condition and deficiencies related to building code requirements.

Council reviewed an updated proposal from Tillotson in the amount of $38,410.00 for the necessary roof improvements.

It was explained that Sack Lumber Company would be responsible for paying the full project cost upfront and would subsequently be eligible for reimbursement of 75% of the approved project expenses through the Downtown Revitalization Program.

Based on the updated proposal, the anticipated reimbursement would be $28,807.50, with Sack Lumber Company responsible for the remaining $9,602.50, assuming all project expenses qualify for reimbursement.

Following discussion, Council expressed support for the project and the recommendation of the Downtown Revitalization Committee.

Council Member Bruce Meysenburg made a motion to approve Sack Lumber Company's Downtown Revitalization Project in the amount of $38,410.00, with reimbursement of 75% of eligible project expenses in accordance with the Downtown Revitalization Program requirements. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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

DAVID CITY
NEBRASKA

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

DOWNTOWN REVITALIZATION (DTR) APPLICATION

PART I: APPLICANT INFORMATION

Applicant Name: Sack Lumber Company

Mailing Address: PO Box 36 City: Crete State: NE Zip: 68333

Email Address: tom.sacklumber@gmail.com Phone: (402) 826 - 2138

Legal Name of Business or Entity*: Sack Lumber Company
Name used to register business with the State of Nebraska

Business Address: 566 N 5th Street City: David City State: NE Zip: 68632

PART II: PROJECT INFORMATION

Eligible Property Address: 566 N 5th Street

Total Square Footage: 6,132 Commercial Square Footage: 6,132

Residential Square Footage: 0 Other: _____

PART III: OWNERSHIP INFORMATION

☒ OWN ☐ LEASE

IF LEASE

Name of Property Owner: _____

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

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

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

PART IV: ELIGIBLE ACTIVITIES

Proposed project activities (please mark all that apply):

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

Explanation:

Roof has many leaks with it being a flatter roof system and there is a step in the roof that really has issues. Last time when we had snow/ice melting there was water running into a light fixture. Would like to get this roof fixed before any major rot issues happen and the roof needs to be fully replaced. Also worried about a leak making it way into any more light fixtures or electrical and creating a fire.

PART V: FINANCIAL

Estimated total project cost: $ 36,580.00

Revitalization Grant Funds* (up to 75% of Total Project Costs): $27,435.00

Matching Funds provided (at least 25 % of Total Project Costs):

$9,145.00

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

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

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

PART VI: AGREEMENT & SIGNATURE

Certification of Assurances

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

A. The Civil Rights Act of 1964 (PL 88-352) and Title VII of the Civil Rights Act of 1968 (PO 90- 284);

B. Housing and Community Development Act of 1974, as amended;

C. Age Discrimination Act of 1975;

D. Section 504 of the Rehabilitation Act of 1973;

E. Davis Bacon Act, as amended (40 U.S.C 276a-276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974 as amended;

F. Fair Labor Standards Act of 1938, as amended, (29 U.S.C., 102 et, seq);

G. Preservation of Historical and Archaeological Data Act of 1974 (PL, 93-291);

H. National Historic Preservation Act of 1966, Section 106 (PL 89-665);

I. National Environmental Policy Act of 1969;

J. Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1979, Title II and Title III;

K. Nebraska Community Development Law, Section 18-2101 to 18-2144, Revised Statutes of Nebraska, 1943.

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

1) Agrees that prior to receiving an award, he or she shall comply with all federal, state, and local laws to the extent that such are applicable;

2) Attests that he or she is currently in good standing with the City or will return to good standing before any release of funds; and,

3) Acknowledges and agrees to enter into or execute any additional documents required by the City, the Nebraska Department of Economic Development, or the United States Department of Housing and Urban Development.

Address: 566 N 5th Street City: David City State: NE Zip: 68632

Signature: 

Printed Name and Title: Thomas Salistean / General Manager

Date: 4/15/2025

Release and Hold Harmless Agreement

Release executed on this 28th day of March, 2025.

By (Property Owner) Sack Lumber Company and

(Business Owner if applicable) _____, of

(Street Address) 566 N 5th Street, City of David City, State of Nebraska, referred to as Releaser(s).

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

Signature of Property Owner: _____

Printed Name and Title: Thomas Salistean / General Manager

Date: 4/15/2025

If Applicable:

Signature of Business Owner: _____

Printed Name and Title: _____

Date: _____

Attestation of U.S. Citizenship

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

☒ I am a citizen of the United States.

— OR —

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

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

Printed Name: Thomas (First) (Middle) Sallstean (Last)

Signature: 

Date: 4/15/2025

P.O. Box 191
490 E Street
David City, NE 68632

DAVID CITY
NEBRASKA

Phone: (402) 367-3135
FAX: (402) 367-3125
Website: www.davidcityne.com

July 31, 2025

Sack Lumber
566 N5th Street
David City, NE 68632

RE: Property Maintenance Violation

Mark,

Based on my inspection of your roof at 566 N 5th Street, David City, NE. The following item needs to be addressed to bring the property into compliance with the minimum City Codes adopted by the City of David City:

1) Section 304.8 Roofs must be tight and not have defects that admit rain!.

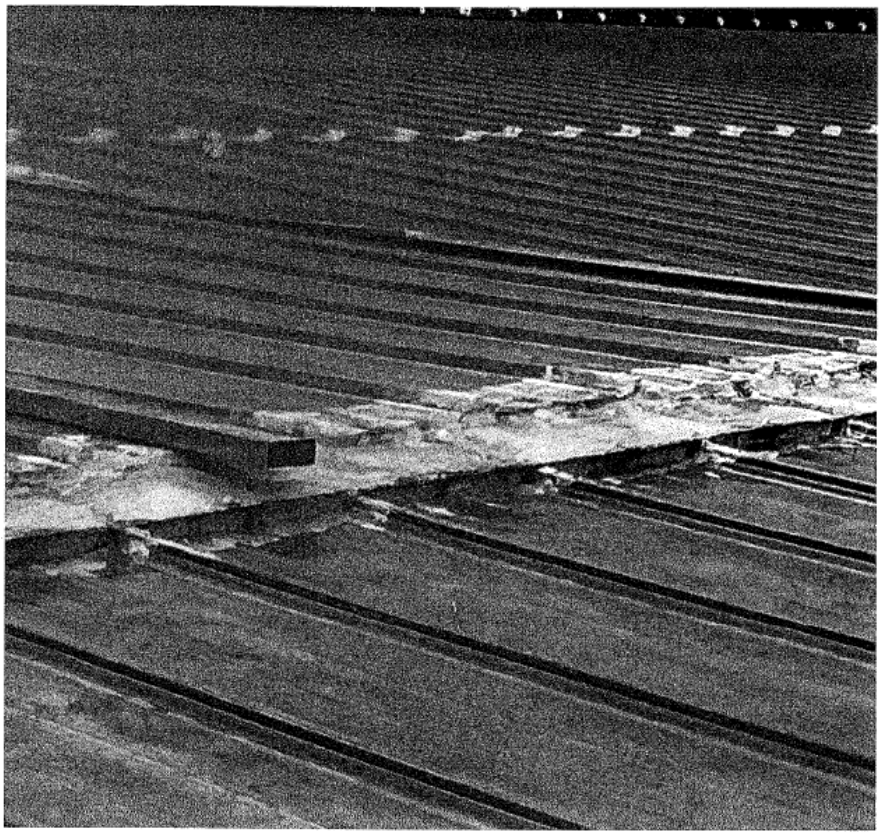
This roof needs to be brought up to minimum building code standards or the City will take further action! See attached pictures.

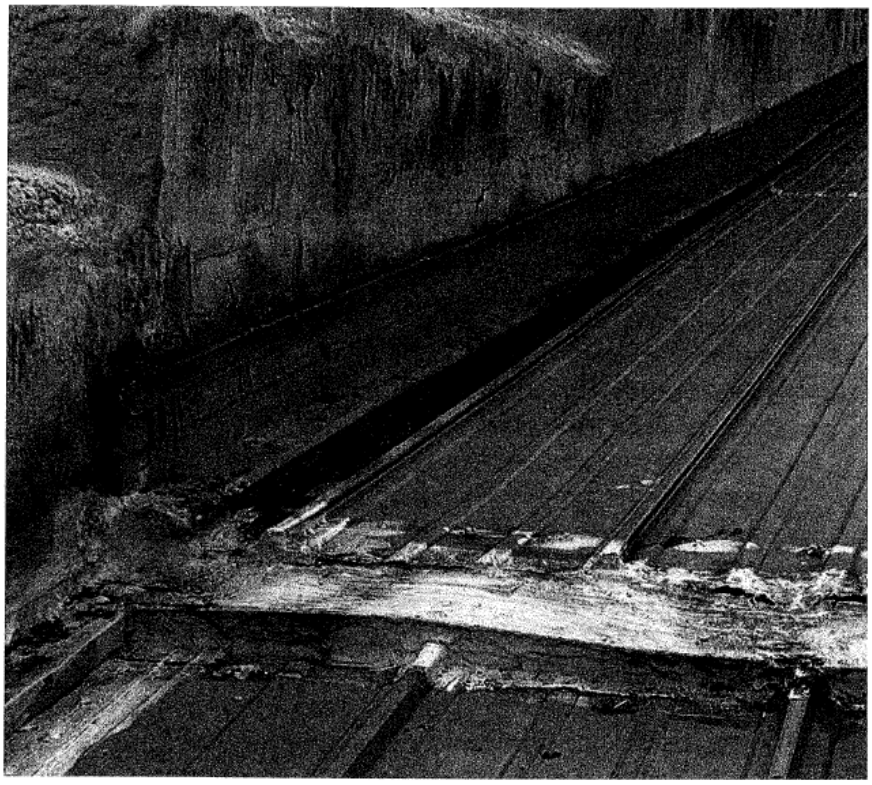
Call me to discuss!

Sincerely,

Gary Meister

Gary Meister
City of David City
Building Inspector
402-367-9882






FLINTLASTIC SA
PRIMER
All folders are up to date.
Connected to: Microsoft Exchange



Page 1

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

Contract #30805 - 38179
Page 1 of 1
Date: 2/3/2025
5,487 square feet
6,132 expanded square feet

To: Mark Polacek - Sack Lumber
PO BOX 36
Crete, Nebraska 68333
Phone: 402-367-3049
(herein "Client")

Job Location: 566 N 5th St
David City, Nebraska 68632

We hereby submit specifications and estimates for: installing Everest Systems Evercoat HT MR SYSTEM.

1. SURFACE PREPARATION: Power wash all of the specified surfaces.
   TEI is not responsible for damage to or the repair or replacement of contents and/or structure of building (drywall, ceiling tiles, etc.) caused from water entering building during the power washing process.
2. SPRAY FOAM: Apply 2 inches of closed cell polyurethane spray foam along parapet walls, and roof transitions as necessary. Apply base coat and a top coat at a rate of 2.0 gallons per square over spray foam.
3. SECURE METAL SHEETS: Tighten sheet metal and replace missing screws.
4. PATCH BREAKS ON TIN: Where tin is broken, reinforce with tin, caulk, and screws.
5. SEAL AROUND PENETRATIONS: Seal with 55 mils of Everseal
6. SEAMS AND SCREWS: Everseal: Apply approximately 55 mils of Everseal over all specified seams, vertical and horizontal plus screws.
7. TOP COAT WITH: Evercoat HT Top Coat is used to provide a uniform appearance with a coverage rate of approximately 2.0 gallons per square.

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

Finished color: White
Install the above system in accordance with Everest Systems specifications.
Average dry mils over seams is 50 Mils+ and 17 Dry mils in the field metal

Elongation 600% Tensile Strength 500 psi

WARRANTY: 12 year "leak free" material and 12 year "leak free" labor warranty (non pro-rated).
Moisture inside building due to condensation may occur and is not covered under warranty.

* This system has a twenty year life expectancy

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

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

We hereby propose to furnish material and labor - in accordance with the above specifications, for the sum of: Thirty Six Thousand Five Hundred Eighty dollars - $36,580.00

Payment to be made as follows: 50% with signed contract, and 50% within 30 days of project completion. Delinquent payment, upon any work completed, shall bear interest at 1 1/2% per month from date of completion, and, if suit is filed to enforce payment, owner will pay reasonable attorney fees and court costs. I understand that any failure to pay as and when required by the contract, all Warranty/Guarantees contained herein can be reduced or voided. The prices, specifications and conditions are satisfactory and are hereby accepted. The contractor is authorized to do the work

Lampmann Roofing
"Seamless Solutions for Leaking"

10618 Old Maple Road
Omaha, NE 68134

402-670-9167
Fax 402-932-7767

Proposal #1
Date 2/3/2025

Submitted by: Lampmann Roofing
Attn.: Eddie
10618 Old Maple Rd.
Omaha, NE 68134
Phone: 402-367-3049

Submitted To: Sack Lumber
Attn: Mark
566 N. 5th St.
David City, NE 68632

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following roof system on the metal building at the above address (5,644 square feet):

1) SURFACE PREPARATION: Power wash the entire roof / wall surfaces that will be accepting the new materials.
2) SECURE METAL SHEETS: Tighten sheet metal and replace missing screws.
3) POLYURETHANE FOAM: Spray and average of two inches of polyurethane foam around the protrusions, the cant strip areas where the roof meets the parapet walls and the transitions.
4) BASE COAT FOAM: Apply Uniflex Base Coat over the polyurethane foam at two gallons per square.
5) CAULKING: Caulk over the top of the screws with a special fastener grade of Uniflex acrylic brush grade, this puts a seal around the neoprene washer that cracks.
6) BASE COAT SEAMS: Uniflex One Flash Seam Sealer will be applied over all seams, both vertical and horizontal.
7) REPAIR METAL: Metal breaks and cracks will be repaired with new metal, stitch screws and urethane caulking.
8) COAT ROOF WITH TOP COAT: Uniflex Top Coat is used to provide a uniform appearance to the roof surface at enough mill thickness (approximately two gallons per square) to last for many years.

PROVIDE: a 10 year leak free warranty on the material and workmanship.

- This roof has a ***twenty-year*** life expectancy.
- YOUR INVESTMENT IS 5,644 square feet at $7.71 per square foot for a total of $43,515.

All material is guaranteed to be as specified, and the above work will be performed in accordance with the specifications submitted and completed in a substantial workmanlike manner for the sum of $43,515 with payment to be made upon job completion **(Or other terms as agreed upon)**.
Any alteration or deviation from above specification involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance on above work. Workman's compensation and public liability insurance on above work to be taken out by Lampmann Roofing.

Respectfully submitted Lampmann Roofing.

Per: Eddie

Note we may withdraw this proposal if not accepted within 30 days.
ACCEPTANCE OF PROPOSAL
The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE:_____ SIGNATURE:_____

1

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

Contract #30805 - 44398
Page 1 of 1
Date: 10/26/2026
5,487 square feet
6,132 expanded square feet

To: Mark Polacek - Sack Lumber
PO BOX 36
Crete, Nebraska 68333
Phone: 402-367-3049
(herein "Client")

Job Location: 566 N. 5th St.
David City, Nebraska 68632

We hereby submit specifications and estimates for: installing Everest Systems Evercoat HT MR SYSTEM.

SCOPE OF WORK

1. SURFACE PREPARATION: Power wash all of the specified surfaces.
   TEI is not responsible for damage to, or the repair or replacement of, the building's contents or structure (drywall, ceiling tiles, etc.) caused by water entering the building during the power washing process.
2. SPRAY FOAM: Apply 2 inches of closed cell polyurethane spray foam along parapet walls, and roof transitions as necessary. Apply base coat and a top coat at a rate of 2.0 gallons per square over spray foam.
3. SECURE METAL SHEETS: Tighten sheet metal and replace missing screws.
4. PATCH BREAKS ON TIN: Where tin is broken, reinforce with tin, caulk, and screws.
5. SEAL AROUND PENETRATIONS: Seal with 55 mils of Everseal
6. SEAMS AND SCREWS: Everseal: Apply approximately 55 mils of Everseal over all specified seams, vertical and horizontal plus screws.
7. TOP COAT WITH: Evercoat HT Top Coat is used to provide a uniform appearance with a coverage rate of approximately 2.0 gallons per square.

Tillotson Enterprises, Inc. will comply with OSHA fall protection requirements by either installing a warning line system with an assigned safety monitor or, for low-slope roofs 50 feet or less in width, using only a safety monitor. If neither option is applicable, workers will be protected by personal fall arrest systems during all phases of work.

Finished color: White
All work will be installed in accordance with Everest Systems' published specifications.
Average dry mils over seams is 50 Mils+ and 17 Dry mils in the field metal

Elongation 600%, Tensile Strength 500 psi (manufacturer's published values)
With proper maintenance and periodic recoating, this system has an anticipated service life of twenty (20) years. This is an estimate, not a warranty; warranty coverage is limited to the terms stated in this contract.

TILLOTSON DELIVERABLES BEYOND SCOPE OF WORK
Every TEI project includes the following as part of our standard commitment to quality and long-term service:

Condition Report - With every bid, Tillotson provides a condition report with photographs and labels so you can clearly understand the current condition of your system and the scope of work being proposed.

Post-Storm Assessment - Following any significant wind, hail, or rain event, TEI will attempt to contact you to schedule an inspection. If you have not heard from us, please contact TEI directly — do not wait. Prompt documentation of storm damage protects your warranty standing and supports any insurance claim you may need to file.

Roof Asset Profile - TEI keeps a complete profile of your roof on file — measurements, system specs, install date, warranty terms, and full service history. Any TEI tech arriving on-site will have access to your roof's history.

Roof History Record - TEI maintains a documented record of every service touch on your roof with dates and scope. Available to you upon request — valuable at insurance claim time or property sale.

Warranty Documentation - This signed contract is your warranty. A detailed Warranty & Exclusions document is available upon request.

WARRANTY: 12-year "leak free" material and 12-year "leak free" labor warranty (non-prorated).
Moisture inside the building due to condensation may occur and is not covered under this warranty.

Tillotson warrants that all materials furnished and work performed will be of good quality and free from defects in materials and workmanship. Tillotson's warranty covers the full cost of materials and labor required to correct any covered defect - with **No Dollar Limit (NDL)**. The NDL Coverage applies to defects in the materials furnished or defects in Tillotson's workmanship.

This warranty does not cover damage caused by wind gusts exceeding 73 mph, hail, lightning, tornado, fire, flood, acts of God, foot traffic or mechanical damage, damage by other trades, rooftop equipment or penetrations added after installation, structural movement or failure, normal wear and tear, improper or insufficient maintenance, or modifications and repairs performed by the Client or others on the Client's behalf. Client must notify Tillotson in writing within 30 days of discovering any leak or defect. Failure to give timely notice may void coverage for damage resulting from the delay.

Warranty coverage is not in effect until full payment has been made. Once payment is received in full, the warranty period will be considered active and will be deemed to have begun on the final day work was performed.

This warranty is limited solely to the cost of materials and labor to correct the defective work. Damage to building interiors, contents, or surrounding property - including but not limited to ceilings, flooring, equipment, or inventory - is not covered under this warranty and should be directed to the Client's property insurance policy.

This warranty is transferable to subsequent property owners upon written notice to Tillotson within 30 days of ownership transfer. The warranty transfers after Tillotson inspects the roof.

Extend your coverage by enrolling in Tillotson's Roof Inspection Agreement (see attached).

Tillotson reserves the right to charge for service call expenses if the reported issue is determined not to be a covered warranty item. Tillotson shall not be liable for incidental or consequential damages. THE WARRANTIES IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

INSPECTION PROGRAM & WARRANTY EXTENSION

Clients who enroll in Tillotson's Roof Inspection Agreement (see attached for terms and pricing) are eligible for the following benefits. Enrollment is not automatic.

Inspections: If enrolled before project completion, Tillotson will inspect the roof within two weeks of completion, weather permitting. Tillotson will then inspect the roof on or near each anniversary of the completion date. Each inspection includes a Roof Condition Report with photographs.

Warranty Extension: Clients who complete every annual inspection through the 12th anniversary receive a 3-year warranty extension, for 15 years of total non-prorated coverage, at no cost beyond the inspection fees. Inspections must continue through the 15th anniversary to keep the extension in effect.

Conditions: Repairs caused by a defect in Tillotson's materials or workmanship are covered under the warranty. All other repairs identified in an inspection must be performed by Tillotson at the Client's expense, scheduled within 60 days of the report, and completed as soon as weather permits. Each annual inspection must be completed within 60 days of its anniversary date. If an inspection is missed or required repairs are not completed, the extension is void, and coverage reverts to the original warranty term.

Renewable Warranty: At the end of the warranty period, coverage may be renewed, at Tillotson's discretion and at Client's expense, following a TEI inspection and re-coat. A roof maintained and re-coated on a regular basis may never need to be replaced.

ADDITIONAL INSURED, SAFETY ORGANIZATIONS & SUPPLIER PORTALS

Any requirement by the Client for Tillotson Enterprises to be added to additional insured policies, enroll in or maintain membership in safety organizations, or register and participate in supplier or compliance portals is not included in the scope of this contract. Any costs associated with such requirements — including but not limited to insurance endorsement fees, membership dues, portal registration fees, and ongoing compliance costs — will be invoiced separately. An administrative fee will also be added to that invoice to cover the time and cost of processing and maintaining those requirements on the Client's behalf.

Except for decking repairs, if stated above, any alteration or deviation from the above specifications involving extra costs will be undertaken and performed only after a written change order has been signed by the parties, and will become an extra charge over and above the original contract price as set forth in such change order. Client shall carry fire, tornado, hail, and other necessary property insurance covering the above work. Tillotson shall carry workers' compensation and general liability insurance covering the above work. Tillotson Enterprises, Inc. is not responsible for any existing or future mold or mildew, or for damage resulting from mold or mildew. The warranties set forth in this contract are in lieu of any other or additional warranties of any type or nature whatsoever, and Tillotson shall not be liable for incidental or consequential damages.

Page 3

We hereby propose to furnish material and labor, in accordance with the above specifications, for the sum of: **Thirty Eight Thousand Four Hundred Ten Dollars - $38,410.00.**

Payment to be made as follows: 50% with signed contract, and 50% due upon project completion. Any delinquent payment for work completed shall accrue interest at the rate of one and one-half percent (1.5%) per month, beginning thirty (30) days after the date of completion. If suit is filed to enforce payment, Client will pay reasonable attorney fees and court costs. If Client fails to pay as and when required by this contract, all warranties and guarantees contained herein may be reduced or voided. The prices, specifications, and conditions are satisfactory and are hereby accepted. Tillotson is authorized to do the work specified. Tillotson reserves the right to charge Client for expenses incurred for a warranty service call if it is determined the problem is not a warranty issue covered by material and/or labor.

Invoices paid by credit card are subject to a surcharge of 3% of the transaction amount, not to exceed Tillotson's cost of acceptance. No surcharge applies to debit card payments.

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

1st Payment: **$19,205.00 due upon acceptance**	2nd Payment: **$19,205.00 due upon completion**
Date Paid:	Date Paid:

If the first down payment is not received with the contract, any increase in material or labor costs incurred between the contract date and receipt of the down payment will be added to the first payment.

Acceptance of the proposal. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Tillotson agrees to furnish the materials and labor described herein, subject to the conditions contained herein. All obligations are contingent upon strikes, acts of God, weather, material shortages, supply delays, or other causes beyond Tillotson's control.
Date of Acceptance _____	**This proposal may be withdrawn by Tillotson if not accepted within 30 days of the date above.**
Client _____	**Tillotson Enterprises, Inc.** _____

Council discussed and considered Resolution No. 20-2026 regarding reimbursement or credit to Nebraska Dairy for the relocation and undergrounding of certain electrical infrastructure associated with the company's manufacturing facility.

Scott Hedrick, representing Nebraska Dairy, addressed the Council and expressed appreciation for the City's continued cooperation and communication regarding the project. Hedrick indicated that Nebraska Dairy was in agreement with the proposed terms and emphasized the importance of preceding promptly with the electrical improvements to avoid delays in beginning manufacturing operations.

Council reviewed the proposed cost-sharing arrangement, which provides that David City Utilities would contribute 20% of the eligible project costs, up to a maximum City contribution of $40,000, with Nebraska Dairy responsible for the remaining 80%.

Council discussed the necessity of relocating and replacing existing overhead electrical

infrastructure underground along the east alley adjacent to the Nebraska Dairy facility. The improvements are necessary to accommodate proposed structures reaching approximately 79 to 80 feet in height while maintaining safe electrical clearances.

It was noted that the underground improvements would also provide benefits to the City's electrical distribution system. Council discussed these benefits in determining the proposed cost-sharing arrangement, while recognizing that certain improvements, including additional transformer capacity, were necessary specifically for Nebraska Dairy's operations.

Scott Hedrick expressed Nebraska Dairy's willingness to assist with construction coordination, including potentially utilizing its own contractors for trenching or conduit installation, to help expedite the project. Council discussed coordinating the work with Watts Electric, which was already performing electric distribution improvements within the City.

Council further discussed the need to prepare a definitive agreement outlining the responsibilities of Nebraska Dairy and the City, including the manner in which the City's contribution would be provided. The agreement is anticipated to be presented for consideration at the next City Council meeting.

Additional potential economic development assistance, including a General Business Occupation Tax, Community Improvement District, and other available funding mechanisms, was also discussed.

City Attorney David Levy clarified that Resolution No. 20-2026 serves as an expression of the City's intent to cooperate with Nebraska Dairy under the proposed terms. Approval of the resolution does not constitute approval of the General Business Occupation Tax, Community Improvement District, Tax Increment Financing, or any other additional economic development incentive. Any such proposals would require separate consideration and approval by the Council.

Following discussion, Council expressed support for continuing to work with Nebraska Dairy to complete the necessary electrical infrastructure improvements and finalize the proposed agreement.

Council Member Bruce Meysenburg made a motion to approve Resolution No. 20-2026, approving the proposed reimbursement or credit arrangement with Nebraska Dairy for relocation and undergrounding of certain electrical infrastructure, with David City Utilities contributing 20% of the eligible project costs, not to exceed $40,000, subject to the terms of a definitive agreement. 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. 20-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, APPROVING REIMBURSEMENT OR CREDIT TO NEBRASKA DAIRY FOR THE RELOCATION AND UNDERGROUNDING OF CERTAIN ELECTRIC INFRASTRUCTURE THAT DAVID CITY UTILITIES OWNS AND OPERATES.

WHEREAS, Nebraska law authorizes the Mayor and City Council of the City of David City, Nebraska (the "City"), to appropriate and expend funds and take other actions to improve and maintain the electric system the City and David City Utilities own and operate; and

WHEREAS, the safe and reliable operation of the electric system is of utmost importance to the public health, safety and welfare of David City and its residents and businesses; and

WHEREAS, the economic development and availability of employment in David City also contribute to the public health, safety and welfare of the community and are thus within the scope of the authority of the Mayor and City Council; and

WHEREAS, the relocation and undergrounding of certain electric lines that are part of the municipally-owned electric system within the alley east of the existing Nebraska Dairy facility (the “Project”) will allow and encourage that facility to remain, grow and continue to succeed in David City and will contribute to the reliability of the electric system within David City; and

WHEREAS, the City Council deems it within the City’s best interest to financially participate in the Project pursuant to a further, more detailed (the "Definitive Agreement"); and

WHEREAS, in the interest of facilitating timely completion of this work, the City Council desires to adopt this resolution stating its intent to enter into the Definitive Agreement as soon as reasonably possible, but also in formally expressing its intent now to allow Nebraska Dairy and David City Utilities to confidently order equipment and enter into contracts for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of David City, that:

Section 1. The City of David City and David City Utilities will contribute twenty percent (20%) of the Project cost up to a maximum amount of forty thousand dollars ($40,000). The Definitive Agreement will document the manner in which the City makes this contribution. It could be in the form of reimbursement, bill credits or other means applicable law allows.

Section 2. Nebraska Dairy will be responsible for all other costs of the Project, all costs of its expansion and modernization, and all costs of construction of additional electric system upgrades, including, but not limited to construction and engineering to provide a new three-phase underground primary line to serve a new 2,000 kVA three-phase pad-mount transformer on the west side of the facility.

Section 3. The City will work with Nebraska Dairy to promptly process and consider any application Nebraska Dairy may make for tax-increment financing (“TIF”), general business occupation taxes (“GBOT”), community improvement district (“CID”) formation or other similar incentives to help Nebraska Dairy finance its portion of the Project.

Section 4. The City and Nebraska Dairy will negotiate and execute a Definitive Agreement consistent with this Resolution to carry out the intent of this Resolution.

Section 5. To the extent applicable law allows, this Resolution authorizes the Mayor and City Council President to take any and all actions, and to execute any and all documents

they deem necessary to effectuate the transaction this Resolution outlines, including but not limited to negotiating and entering into the Definitive Agreement. Incentives such as TIF, GBOT and CID formation have independent statutory requirements, which the City must follow.

Section 6. This Resolution shall be in force and take effect from and after its adoption as provided by law.

PASSED AND APPROVED THIS 28th day of October, 2026.

_____
Jessica Miller, Mayor

ATTEST

_____
Lori Matchett, City Clerk

EXHIBIT A
Area of Work for the Project

(See attached)

Council discussed and considered authorizing the advertisement for bids for replacement of the west retaining wall at Memorial Football Field.

It was explained that the proposed improvements would be eligible for funding through the CCCFF Grant, which provides a 50% cost share for the project.

The retaining wall, located along the south side of the former ball diamond near Memorial Football Field, has deteriorated and is in need of replacement.

Council was advised that the anticipated project cost would exceed the City's $30,000 bidding threshold, requiring the City to advertise for bids. Council Member Keith Marvin made a motion to authorize advertising for bids for the west retaining wall improvements at Memorial Football Field. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council discussed the City's procedures for conducting closed sessions under the Nebraska Open Meetings Act.

City Attorney David Levy explained that the City has historically included a general closed-session item near the end of its meeting agendas, allowing Council to consider entering closed sessions for matters involving litigation, personnel, or contract negotiations.

City Attorney David Levy reported that concerns had been raised regarding this practice, including concerns expressed by the Butler County Attorney. He explained that the Open Meetings Act does not specifically address the use of a general closed-session agenda item and that municipalities have taken different approaches to the issue.

City Attorney David Levy recommended that the City consider a more conservative approach by removing the general closed-session item and instead identifying the subject matter on the agenda under which a closed session might be necessary. He noted that Council could still enter closed session when appropriate, provided the matter was included on the agenda and the requirements of the Open Meetings Act were followed.

Council discussed concerns regarding potential limitations of this approach, particularly when unexpected litigation developments, personnel matters, or contract negotiations arise shortly before a scheduled meeting. Council also emphasized the importance of protecting employee confidentiality and the City's interests during litigation and negotiations.

Following discussion, Council expressed a preference to obtain additional information before making a final determination regarding its closed-session procedures.

City Attorney David Levy agreed to contact the Butler County Attorney for further discussion and consult other municipal attorneys regarding this issue. He recommended temporarily continuing with the more conservative agenda format, without the general closed-session item, until the matter could be reconsidered at a future meeting.

No formal action was taken. City Attorney David Levy will gather additional information and report back to Council at a subsequent meeting.

Council Member Bruce Meysenburg made a motion to adjourn the meeting at 7:50 p.m. Council Member Jeremy Abel seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

CERTIFICATION OF MINUTES
October 28, 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 October 28, 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