CITY COUNCIL PROCEEDINGS
September 9, 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.

The meeting opened with the Pledge of Allegiance.

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

Council Member Keith Marvin made a motion to approve the minutes of the August 26, 2026 meeting as presented. 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 approve the claims as presented. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

Council Member Keith Marvin made a motion to advance to agenda item number seven before considering updates on Committee and Officer Reports. 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.

Agenda item number seven was discussion and consideration of repair versus replacement of engine No. 2 at the David City Power Plant. Electric Plant Supervisor John Smaus introduced Chris Farabee FMI President of Farabee Mechanical to present options for addressing Engine No. 2, which is currently out of service. The Council discussed whether it would be more cost-effective to repair the existing generator or invest in replacement generation equipment that would increase capacity, improve reliability, and modernize the City's generation capabilities.

Chris Farabee presented to the City Council. Farabee Mechanical discussed replacing the City's two approximately 900 kW Worthington units (Engines No. 2 and No. 3) with remanufactured Fairbanks Morse dual-fuel units of approximately 2 MW each. Replacing both units would increase generation capacity within essentially the same existing plant footprint. The proposed units could operate on either natural gas or diesel and switch between fuels without shutting down, providing flexibility during natural gas curtailments or emergency generation events.

The proposed remanufactured engines would include approximately a two-year warranty and updated electronic controls capable of monitoring approximately 100-120 operating parameters. The automated system could provide alarms and shutdown protection, record operating data, assist with troubleshooting, and potentially allow remote startup and monitoring. Farabee Mechanical also discussed rebuilding aging water pumps and other supporting equipment within the plant.

Council discussed the importance of maintaining local generation capacity for emergency situations and the potential revenue generated through the City's agreement with Nebraska Public Power District. Staff estimated that replacing both 900 kW units with approximately 2 MW units could provide approximately $129,600 in additional annual capacity revenue. Total annual generation-related revenue was discussed at approximately $668,606 under current figures if the additional capacity were installed.

Preliminary estimates for replacing both units were approximately $4 million to $4.5 million, depending upon final design and cooling-system requirements. Farabee Mechanical estimated the project would take approximately one year and indicated that replacing both engines simultaneously would provide some efficiencies in construction and installation. Electrical work connecting the new generators to the City's existing switchgear would be completed separately.

An alternate proposal from Caterpillar was also discussed. Staff noted that the CAT option consisted of rebuilt diesel-only generators rather than dual-fuel units. Concerns were also raised regarding engine speed, noise levels within the plant, and the ability of staff to communicate while the units are operating.

Council also reviewed the existing proposal of approximately $300,000 to repair Engine No. 2. Council members expressed interest in comparing the cost of repairing the existing unit against replacing one or both aging units before committing significant funds to the repair. Council requested firm proposals showing the costs associated with replacing one engine and replacing both engines, allowing the option to be compared with repairing the existing generator.

The project may require additional space for cooling equipment, with the preferred location potentially involving railroad right-of-way north of the plant. Staff will investigate the feasibility of that location and maintain an alternative plan if railroad approval cannot be obtained. It was also noted that the project will need to proceed through the City's applicable bidding procurement process.

Council Member Bruce Meysenburg made a motion to table the repair versus replacement of Engine No. 2 pending additional information and firm proposals. 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 returned to agenda item number six, Committee and Officer Reports. Council received updates regarding various committees and community activities. It was noted that Community for Kids is evaluating whether to continue the program due to challenges in obtaining additional community participation.

The primary discussion concerned a proposed indoor fire hydrant and water connection at the David City Fire Station. Fire Chief Mark Sloup explained that during the Downtown Revitalization project, a new six-inch water service was installed into the east side of the Fire Station. The service was installed with the intent of providing capacity for a future fire sprinkler system and avoiding the need to remove the newly installed concrete apron at a later date. The Fire Department subsequently purchased a specialized wet hydrant that could be installed inside the station and used primarily for filling fire apparatus.

Staff explained that installation of the proposed hydrant requires appropriate backflow prevention and metering to comply with applicable requirements, protect the City's water system, and protect the licenses held by City water personnel. Metering would also allow the City to more accurately account for water usage and water loss. Staff clarified that these requirements are not simply being imposed by the City but are necessary to protect the municipal water system and comply with applicable standards.

Preliminary costs were discussed, with the six-inch backflow and metering option estimated at approximately $12,000-$13,000. A smaller connection was discussed at an estimated cost of approximately $3,000-$5,000, depending upon the final configuration. The six-inch installation could also require additional plumbing and possible relocation of electrical components or door-opening equipment because of space limitations within the building.

Council discussed the value of the City's volunteer fire department and the public benefit of maintaining adequate equipment and infrastructure. Council members expressed a willingness to consider sharing costs with the Fire Department but emphasized that no financial commitment was being made during this discussion because the matter was not listed as an action item.

Staff was directed to obtain additional information and pricing for both the six-inch installation and the alternative smaller-service option, including the necessary plumbing, backflow prevention, and metering. The Fire Department will also have an opportunity to discuss the matter at its upcoming board meeting. The issue will be placed on a future Council agenda for formal consideration and possible action.

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

Council considered Pay Application No. 3 to Nemaha Sports in the amount of $15,377.40 and Pay Application No. 4, Final, in the amount of $18,127.60 for improvements to the David City Youth Baseball Complex.

It was noted that the project was funded as part of the City's approximately $630,000

Rural Community Recovery Program grant. Staff reported that Nemaha Sports has completed its work at the complex and that the field work is finished. Seeding was completed separately.

Council Member Keith Marvin made a motion to approve Pay Application No. 3 to Nemaha Sports in the amount of $15,377.40 and Pay Application No. 4, final, to Nemaha Sports in the amount of $18,127.60 for the David City Baseball Complex. 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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AIA Type Document
Application and Certification for Payment

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

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

APPLICATION NO: 3
PERIOD TO: 8/31/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: David City Youth Ballfield

CONTRACT DATE: 5/4/2026

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM .... $ 186,707.00

2. Net Change by Change Orders .... $ -5,431.00

3. CONTRACT SUM TO DATE (Line 1 + 2) .... $ 181,276.00

4. TOTAL COMPLETED AND STORED TO DATE ...... $ 181 276.00

5. RETAINAGE:

a. 10.00% of Completed Work $ 18,127.60

b. 0.00% of Stored Material $ 0.00

Total retainage (Line 5a + 5b) .... $ 18,127.60

6. TOTAL EARNED LESS RETAINAGE .... $ 163,148.40
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) .... $ 147,771.00

8. CURRENT PAYMENT DUE .... $ 15,377.40

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) $ 18,127.60

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

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

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

By: [signature] **Date:** 8/19/2026

State of: NE

County of: Lancaster

Subscribed and Sworn to before me this 19th Day of August 2026

Notary Public: [signature]

My Commission Expires: 11-24-26

GENERAL NOTARY-State of Nebraska
KELCY M. BOOTH
My Comm. Exp. November 24, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED .... $ ____________

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

ARCHITECT:
By: ____________ Date: ____________

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

AIA Type Document
Application and Certification for Payment

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

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

APPLICATION NO: 3
PERIOD TO: 8/31/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: David City Youth Ballfield

CONTRACT DATE: 5/4/2026

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	6,315.00	6,315.00	0.00	0.00	6,315.00	100.00	0.00	631.50
2	Mobilization	4,372.00	4,372.00	0.00	0.00	4,372.00	100.00	0.00	437.20
3	SWPPP BMPs & Maintenance	3,560.00	2,560.00	1,000.00	0.00	3,560.00	100.00	0.00	356.00
4	Survey & Layout (Allowance	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00	0.00	400.00
5	Strip & Respread Topsoil	7,210.00	7,210.00	0.00	0.00	7,210.00	100.00	0.00	721.00
6	Earthwork	44,496.00	44,496.00	0.00	0.00	44,496.00	100.00	0.00	4,449.60
7	Chainlink Backstop	18,780.00	18,780.00	0.00	0.00	18,780.00	100.00	0.00	1,878.00
8	6" Galvanized Sideline & Outfield Fence	23,364.00	23,364.00	0.00	0.00	23,364.00	100.00	0.00	2,336.40
9	10" Galvanized Chainlink Dugout	8,400.00	8,400.00	0.00	0.00	8,400.00	100.00	0.00	840.00
10	Concrete Dugout Floors	5,300.00	5,300.00	0.00	0.00	5,300.00	100.00	0.00	530.00
11	4" Infield Mix	23,387.00	23,387.00	0.00	0.00	23,387.00	100.00	0.00	2,338.70
12	Clay Batters Boxes	3,340.00	3,340.00	0.00	0.00	3,340.00	100.00	0.00	334.00
13	Outfield Seed	4,375.00	0.00	4,375.00	0.00	4,375.00	100.00	0.00	437.50
14	Outfield Irrigation	9,527.00	9,527.00	0.00	0.00	9,527.00	100.00	0.00	952.70
15	Site Restoration, Fine Grade & Seeding Outside Fields	8,250.00	0.00	8,250.00	0.00	8,250.00	100.00	0.00	825.00
16	1EA Base Set, Anchors, Home Plate & Pitching Rubber	2,067.00	0.00	2,067.00	0.00	2,067.00	100.00	0.00	206.70
17	Final Cleaning & Turnover	1,394.00	0.00	1,394.00	0.00	1,394.00	100.00	0.00	139.40
18	Speed Rotors for Infield	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	500.00
19	Irrigation Outside Fields	3,570.00	3,570.00	0.00	0.00	3,570.00	100.00	0.00	357.00

AIA Type Document
Application and Certification for Payment

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

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

APPLICATION NO: 3
PERIOD TO: 8/31/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: David City Youth Ballfield

CONTRACT DATE: 5/4/2026

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
20	CO 1: deduct batters box clay and infield forming	-5,431.00	-5,431.00	0.00	0.00	-5,431.00	100.00	0.00	-543.10
	REPORT TOTALS	$181,276.00	$164,190.00	$17,086.00	$0.00	$181,276.00	100.00	$0.00	$18,127.60

AIA Type Document
Application and Certification for Payment

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

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

APPLICATION NO: 4- Final
PERIOD TO: 8/31/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: David City Youth Ballfield

CONTRACT DATE: 5/4/2026

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

5. **RETAINAGE:**
   a. 0.00 % of Completed Work $ 0.00
   b. 0.00 % of Stored Material $ 0.00
   Total retainage (Line 5a + 5b) . . . . $ 0.00

6. **TOTAL EARNED LESS RETAINAGE** . . . . $ 181,276.00
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
   (Line 6 from prior Certificate) . . . . $ 163,148.40
8. **CURRENT PAYMENT DUE** . . . . $ 18,127.60
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 less Line 6) $ 0.00

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

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

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

By: [signature] Date: 8/24/26

State of: NE
County of: Lancaster

GENERAL NOTARY-State of Nebraska
KELCY M. BOOTH
My Comm. Exp. November 14, 2026

Subscribed and Sworn to before me this 24th Day of August 2024
Notary Public: [signature]
My Commission Expires : 11-14-24

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . $

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

ARCHITECT:
By: ______________ Date: ______________

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

AIA Type Document
Application and Certification for Payment

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

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

APPLICATION NO: 4- Final
PERIOD TO: 8/31/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: David City Youth Ballfield

CONTRACT DATE: 5/4/2026

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

AIA Type Document
Application and Certification for Payment

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

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

APPLICATION NO: 4- Final
PERIOD TO: 8/31/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: David City Youth Ballfield

CONTRACT DATE: 5/4/2026

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
20	CO 1: deduct batters box clay and infield forming	-5,431.00	-5,431.00	0.00	0.00	-5,431.00	100.00	0.00	0.00
	REPORT TOTALS	$181,276.00	$181,276.00	$0.00	$0.00	$181,276.00	100.00	$0.00	$0.00

Council considered Pay Application No. 30 to BRB Contractors in the amount of $63,086.48 for work completed on the David City Wastewater Treatment Facility Improvements. The project is being funded through the State Revolving Fund (SRF) financing.

Ethan Joy of JEO Consulting Group provided a project update and reported that construction is nearing completion. At the most recent progress meeting, BRB indicated a goal of completing the remaining work within approximately six weeks, although the schedule may extend slightly beyond that timeframe.

Remaining work primarily consists of punch-list items and installation of the final irrigation line. The irrigation line will be placed for future use, with additional work to be addressed later in conjunction with lagoon sludge activities. Overall, JEO reported that the project continues to progress satisfactorily and recommended approval of the pay application.

Council Member Kevin Woita made a motion to approve Pay Application No. 30 to BRB Contractors, Inc. in the amount of $63,086.48 for the David City Wastewater Treatment Facility Improvements. Council Member Jim Angell seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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Contractor's Application for Payment

Owner:	City of David City	**Owner's Project No.:**	
Engineer:	JEO Consulting Group, Inc.	**Engineer's Project No.:**	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.: 30 **Application Date:** 8/25/2026

Application Period: From 7/28/2026 to 8/25/2026

1. Original Contract Price		$ 16,882,000.00
2. Net change by Change Orders		$ 1,460,536.17
3. Current Contract Price (Line 1 + Line 2)		$ 18,342,536.17
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		$ 18,075,670.23
5. Retainage		
a. 5% X $ 17,992,467.11 Work Completed =	$ 899,623.36	
b. 5% X $ 83,203.12 Stored Materials =	$ 4,160.16	
c. Total Retainage (Line 5.a + Line 5.b)		$ 903,783.52
6. Amount eligible to date (Line 4 - Line 5.c)		$ 17,171,886.71
7. Less previous payments (Line 6 from prior application)		$ 17,108,803.23
8. Amount due this application		$ 63,083.48
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		$ 1,170,649.46

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: Josh Kleng 8BE52520172B416... **Date:** 9/4/2026

Recommended by Engineer		**Approved by Owner**	
By:	DocuSigned by: Ethan Wuy, P.E. B669CABF585D4CA...	**By:**	Signed by: Jessica J Miller DAFAB7ABA6634E0...
Title:	Project Manager	**Title:**	Mayor
Date:	9/4/2026	**Date:**	9/10/2026

Approved by Funding Agency

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

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.: 30 Application Period: From 07/28/26 to 08/25/26 Application Date: 08/25/26

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	24,250.00	250.00		24,500.00	98%	500.00
4	Site Clearing	$ 30,000.00	30,000.00			30,000.00	100%	-
5	12" & 16" Forcemain Piping	$ 300,000.00	300,000.00			300,000.00	100%	-
6	Other Piping/Valves	$ 1,395,000.00	1,296,000.00		83,203.12	1,379,203.12	99%	15,796.88
7	Precast Manholes	$ 65,000.00	65,000.00			65,000.00	100%	-
8	Instrumentation & Control	$ 50,000.00	50,000.00			50,000.00	100%	-
9	Electrical/Generator Work	$ 125,000.00	125,000.00			125,000.00	100%	-
	HEADWORKS BUILDING		-			-		-
10	Excavation & Backfill	$ 150,000.00	150,000.00			150,000.00	100%	-
11	Concrete Base Structure	$ 500,000.00	500,000.00			500,000.00	100%	-
12	Concrete Walls Structure	$ 1,207,000.00	1,207,000.00			1,207,000.00	100%	-
13	Concrete Floor/Deck Structure	$ 350,000.00	350,000.00			350,000.00	100%	-
14	Misc. Metals Furnish/Install	$ 50,000.00	50,000.00			50,000.00	100%	-
15	Masonry Above Structure	$ 225,000.00	225,000.00			225,000.00	100%	-
16	Doors & Windows Furnish/Install	$ 65,000.00	65,000.00			65,000.00	100%	-
17	Roof Trusses Furnish/Install	$ 45,000.00	45,000.00			45,000.00	100%	-
18	Standing Seam Roof & Specialties	$ 100,000.00	100,000.00			100,000.00	100%	-
19	Slide Gates 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			267,000.00	99%	3,000.00
27	Electrical Work	$ 700,000.00	700,000.00			700,000.00	100%	-
	AGP FLUME NO. 20		-			-		-
28	Excavation & Backfill	$ 15,000.00	15,000.00			15,000.00	100%	-
29	Concrete Base	$ 20,000.00	20,000.00			20,000.00	100%	-
30	Concrete Walls	$ 42,000.00	42,000.00			42,000.00	100%	-
31	Misc. Metals Furnish/Install	$ 10,000.00	10,000.00			10,000.00	100%	-
32	Equipment Flume Install	$ 15,000.00	15,000.00			15,000.00	100%	-
	INFLUENT PUMP STATION		-			-		-

EJCDC C-620 Contractor's Application for Payment

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.: 30 **Application Period:** From 07/28/26 to 08/25/26 **Application Date:** 08/25/26

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

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

Application No.: 30 **Application Period:** From 07/28/26 to 08/25/26 **Application Date:** 08/25/26

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) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
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			25,000.00	83%	5,000.00
73	Electrical Work	$ 75,000.00	72,000.00	3,000.00		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	10,000.00	10,000.00		20,000.00	80%	5,000.00
76	SBR/Storage Building Sidewalks	$ 25,000.00	20,000.00			20,000.00	80%	5,000.00
77	Concrete Paving	$ 20,000.00	10,000.00			10,000.00	50%	10,000.00
78	Seeding & Mulch	$ 15,000.00	-			-	0%	15,000.00
79	Crushed Rock Surfacing Roads	$ 80,000.00	10,000.00	5,000.00		15,000.00	19%	65,000.00
80	Fence & Gate System	$ 30,000.00	-	10,000.00		10,000.00	33%	20,000.00
	Original Contract Totals	**$ 16,882,000.00**	**$ 16,626,250.00**	**$ 28,250.00**	**$ 83,203.12**	**$ 16,737,703.12**	**99%**	**$ 144,296.88**

EJCDC C-620 Contractor's Application for Payment

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.: 30 Application Period: From 07/28/26 to 08/25/26 Application Date: 08/25/26

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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) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
			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	540,000.00	10,000.00		550,000.00	99%	7,215.22
9	WCDs: 1, 15, 20-23, 26-27, 29-30 Misc	$ 37,790.74	22,637.07	15,153.67		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		13,000.00	62%	7,941.02
12	Blower Approach Drainage and Entrance Deduct	$ 27,150.29				-	0%	27,150.29
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
	Change Order Totals	$ 1,460,536.17	$ 1,299,813.44	$ 38,153.67	$ -	$ 1,337,967.11	92%	$ 122,569.06
			Original Contract and Change Orders					
	Project Totals	$ 18,342,536.17	$ 17,926,063.44	$ 66,403.67	$ 83,203.12	$ 18,075,670.23	99%	$ 266,865.94

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.: 30 — Application Period: From 07/28/26 to 08/25/26 — Application Date: 08/25/26

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
	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	-

EJCDC C-620 Contractor's Application for Payment

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

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

Application No.: 30 **Application Period:** From 07/28/26 to 08/25/26 **Application Date:** 08/25/26

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						Materials Stored			Incorporated in Work			
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	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	-
	NECOL256197		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	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.: 30 Application Period: From 07/28/26 to 08/25/26 Application Date: 08/25/26

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	$ -	$ 6,985,084.91	$ 83,203.12

EJCDC C-620 Contractor's Application for Payment

Council considered Change Order No. 13 to BRB Contractors in the amount of $18,615 for electrical work associated with the lagoon pump station at the Wastewater Treatment Facility.

Ethan Joy with JEO Consulting Group explained that the work was not included in the original project and is not required for current operations. The existing lagoon pump station was previously powered from the City's oldest station building, and the current wastewater project did not include provisions to refeed electrical service to the pump station.

The proposed change order would allow BRB's electrical contractor to install new wiring and refeed the pump station. The City's Electric Department would separately be responsible for installing the necessary poles, overhead electrical service, and transformer, with those costs being in addition to the $18,615 change order.

Currently, the pump station is not being used as part of regular wastewater operations. Temporary sump pumps are used periodically to remove accumulated rainwater from the covered lagoon. Without permanent electrical service, staff would need to use a 480-volt generator when pumping is necessary.

Council discussed whether the electrical improvements could be completed at a later date. JEO confirmed that they could; however, completing the work later would mean that it would no longer be eligible for funding as part of the current wastewater project. The $18,615 change order is eligible to be incorporated into the current project funding package.

Council determined that completing the electrical improvements now would provide greater flexibility for future use of the lagoon pump station and allow the expense to be included with the current project funding.

Council Member Bruce Meysenburg made a motion to approve Change Order No. 13 to BRB Contractors, Inc. in the amount of $18,615.00 for the Lagoon Pump Electrical. 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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CHANGE ORDER NO.: 13

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	251034.00
Contractor:	BRB Contractors, Inc.	Contractor's Project No.:	NE3DAV
Project:	Wastewater Treatment Facility Improvements		
Contract Name:			
Date Issued:	9/9/2026	Effective Date of Change Order:	9/9/2026

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

Description:

This Change Order will incorporate the modifications outlined in Work Change Directive No. 36. This WCD includes the installation of an electrical feeder from the corner pole to an existing pull box. This electrical feeder will provide power to the existing lagoon building to run the 2 dewatering pumps on the lagoon.

Attachments:

1 **WCD No. 36 - Lagoon Pump Electrical**

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 16,882,000.00	Original Contract Times: Substantial Completion: 3/31/2026; Ready for final payment: 7/31/2026
Net change from previously approved Change Orders No. 1 to No. 12: $ 1,460,536.17	**Net change** from previously approved Change Orders 1 to No. 12: Substantial Completion: 60 days; Ready for final payment: 60 days
Contract Price prior to this Change Order: $ 18,342,536.17	Contract Times prior to this Change Order: Substantial Completion: 5/30/2026; Ready for final payment: 9/29/2026
Net change for this Change Order: $ 18,615.00	**Net change** for this Change Order: Substantial Completion: 0 days; Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 18,361,151.17	Contract Times with all approved Change Orders: Substantial Completion: 5/30/2026; Ready for final payment: 9/29/2026

	Recommended by Engineer (if required)	Authorized by Owner
By:	DocuSigned by: Ethan Joy, P.E. B609CABE585D4C4...	DocuSigned by: [signature] 8290BC3EAD57494...
Title:	Project Engineer	Mayor
Date:	9/4/2026	9/10/2026

	Accepted by Contractor	Approved by Funding Agency (if applicable)
By:	Signed by: Josh Klug [signature]	N/A
Title:	Project Manager	
Date:	9/4/2026	

Change Order Estimate - Lump Sum Work

JEO Project Name:	**Wastewater Treatment Facility Improvements**	JEO Project Number:	**251034.00**
Owner:	**City of David City**	Change Order Number:	**13**
Contractor:	**BRB Contractors, Inc.**	Effective Date:	**September 9, 2026**

Item		Change Order Information
Specification Section No.	Description	Scheduled Value
	WCD No. 36 - Lagoon Pump Electrical	$18,615.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	Total:	**$18,615.00**

Council considered Ordinance No. 1534, authorizing the issuance of Sewer Revenue Bond Series 2026 in a principal amount not to exceed $21,065,000 and approving the related loan amendment with the Nebraska Department of Water, Energy, and Environment for the Clean Water State Revolving Fund (SRF) financing.

The ordinance provides financing for the rehabilitation, expansion, and upgrades to the City's existing sanitary sewer plant and sewer system. The financing is structured as a 28-year loan at 1% interest, with loan forgiveness capped at $7,408,125.

Council discussed the overall financing structure and emphasized that the $21.065 million authorized amount does not represent the City's ultimate repayment obligation. After the available loan forgiveness, approximately $13.7 million would remain. Council further discussed AGP's financial participation, including approximately $345,000 annually for 20 years under its existing agreement, in addition to ongoing wastewater usage charges.

Staff also explained that improvements to the wastewater treatment facility were necessary to meet regulatory requirements and that previous sewer rate increases were necessary for the City to qualify for the SRF financing and demonstrate its ability to meet the required debt obligations.

Council discussed the importance of explaining the financing structure to the public so that the full $21.065 million authorization is not viewed without consideration of the substantial loan forgiveness and AGP contributions that will offset the City's costs.

Council Member Bruce Meysenburg introduced Ordinance No. 1534 authorizing the issuance of Sewer Revenue Bond, Series 2026, in the principal amount of not to exceed $21,065,000 and related Loan Amendment with Nebraska Department of Water, Energy, and Environment for Clean Water SRF loan. Mayor Jessica Miller read Ordinance No. 1534 by title.

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

Council Member Keith Marvin made a motion to approve Ordinance No. 1534 authorizing the issuance of Sewer Revenue Bond, Series 2026, in the principal amount of not to exceed $21,065,000 and related loan amendment with Nebraska Department of Water, Energy, and Environment for Clean Water SRF loan. Council Member Kevin Woita seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

ORDINANCE NO. 1534

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A SEWER REVENUE BOND OF THE CITY OF DAVID CITY, NEBRASKA, IN THE PRINCIPAL AMOUNT OF UP TO TWENTY-ONE MILLION SIXTY FIVE THOUSAND DOLLARS ($21,065,000) FOR THE PURPOSE OF PAYING THE COSTS OF REHABILITATION, EXPANSION AND UPGRADES TO THE EXISTING SANITARY SEWER PLANT AND SEWER SYSTEM OF THE CITY; AUTHORIZING THE ISSUANCE OF SAID BOND IN THE FORM OF A PROMISSORY NOTE AND RELATED AMENDMENT TO LOAN AGREEMENT TO EVIDENCE A

LOAN FROM THE NEBRASKA DEPARTMENT OF WATER, ENERGY AND ENVIRONMENT; APPROVING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO LOAN CONTRACT WITH THE NEBRASKA DEPARTMENT OF WATER, ENERGY AND ENVIRONMENT; APPROVING RELATED DOCUMENTS WITH RESPECT TO SAID LOAN; PRESCRIBING THE FORM, TERMS AND DETAILS OF SAID BOND; PLEDGING AND HYPOTHECATING THE REVENUES AND EARNINGS OF THE SANITARY SEWER PLANT AND SEWER SYSTEM OWNED BY THE CITY FOR THE PAYMENT OF SAID BOND; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDER OF SAID BOND; AUTHORIZING THE DELIVERY OF THE BOND AND AMENDMENT TO LOAN AGREEMENT TO THE NEBRASKA DEPARTMENT OF WATER, ENERGY AND ENVIRONMENT; DETERMINING THAT INTEREST ON SAID BOND SHALL NOT BE EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION; PROVIDING FOR THE DISPOSITION OF THE BOND PROCEEDS AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. The Mayor and Council hereby find and determine as follows:

a) that the City presently owns and operates a sanitary sewer plant and sewer system, which is hereby determined to be a revenue-producing facility under the provisions of Section 18-1803 to 18-1805, R.R.S. Nebraska, 2012, as amended;

b) that the City has issued and there remain currently outstanding the following revenue bonds which constitute a charge against the revenues of the sewer utility (collectively, the "Outstanding Bonds"):

i. Sanitary Sewer System Revenue Bond, Series 2020, dated July 13, 2020, issued in the original drawable principal amount of $3,000,000 (the "Series 2020 Bond"), issued to evidence a loan from The United States Department of Agriculture ("USDA"), of which the remaining principal balance outstanding as of September 30, 2025 was $2,694,054; and

ii. Sanitary Sewer System Revenue Bond, Series 2024, dated July 18, 2024, issued in the original drawable principal amount of $19,665,000 (the "Series 2024 Bond"), evidenced by a note (the "2024 NDWEE Note") from the Nebraska Department of Water, Energy, and Environment ("NDWEE"), of which the remaining principal balance outstanding as of September 30, 2025 was $9,348,485.

c) that the Outstanding Bonds constitute the only presently-outstanding obligations for which the revenues of the sewer utility have been pledged;

d) that the City has the authority to pledge, to the extent required to secure the bonds herein contemplated, the revenues of the City's Sewer utility;

e) NDWEE has approved a project designated as NDWEE Project No. C318068 relating to the acquisition, construction, improvement, repair, rehabilitation or extension of the City's sewer utility (the "Sewer Project") for which the estimated total cost is not less than $21,065,000 and NDWEE has agreed to lend the City funds in such amount (the "NDWEE Loan") and in such connection has agreed to accept the Bond (in such amount and as defined below) payable from the revenues of the Sewer utility;

f) in connection with the Loan it will be necessary for the City to approve, execute and deliver an agreement entitled "Amendment No. 01 to Loan Agreement (Governmental Borrower) between NDWEE and the City of David City DWEE Project No. C318068" as an amendment to "Loan Agreement (Governmental Borrower) between Nebraska Department of Environment and Energy and the City of David City, Nebraska, NDEE Project No. C318068" (such agreement, incorporating such amendment, the "NDWEE Loan Contract") and it is necessary and advisable for the City to approve the execution and delivery of said NDWEE Loan Contract and the "Note" as described therein (for the borrowed amount of up to $21,065,000, which Note shall evidence, be and constitute the NDWEE Note as herein authorized);

g) to satisfy the borrowing requirements described in this Section 1, it is necessary for the City to issue its Sewer Revenue Bond in the total principal amount of up to $21,065,000 (the "Bond" and sometimes referred to herein separately as the "NDWEE Note") pursuant to Sections 18-1803 to 18-1805

R.R.S. Neb. 2012;

h) the Series 2024 Bond and the principal borrowing evidenced or to be evidenced by the 2024 NDWEE Note is to be incorporated into the Bond from and after the issuance of the Bond and from and after the issuance of the Bond the Series 2024 Bond shall no longer be outstanding separate and independently from the Bond and the terms and conditions of the NDWEE Loan Contract, as amended, shall remain in full force and effect from and after the delivery of the Bond and the NDWEE Loan Contract as provided for in this Ordinance;

i) that under the terms of the ordinance(s) authorizing the Outstanding Bonds (the "Outstanding Bond Ordinances"), the City is permitted to issue "Additional Bonds" payable from the revenues of the Sewer utility of the City on a parity with the lien of the Outstanding Bonds and equally and ratably secured therewith and entitled to the security and benefits of the Outstanding Bond Ordinances provided, however, that before any such Additional Bonds are actually issued, the revenues of the Sewer utility, for the fiscal year next preceding the date of the authorization of such Additional Bonds, after deducting therefrom all costs of operation and maintenance of the Sewer utility for such fiscal year and before deduction of depreciation or interest (the "Net Revenues") as based on a certified public accountants report shall have been equal to 1.20 times the average annual bond requirements of the Outstanding Bonds, any Additional Bonds then outstanding and the Additional Bonds proposed to be issued;

j) the Net Revenues, for the fiscal year ending September 30, 2025, as based on a certified public accountants report, does not exceed the average annual bond requirements of the Outstanding Bonds and the Bond (determined by adding all of the principal and interest which will become due when computed to the absolute maturity of the Outstanding Bonds and all of the principal and interest of the Bond to be issued, and dividing such total by the number of years remaining that the longest bond of any such issue of bonds (including the Bonds) has to run to maturity);

k) that USDA, as holder of the Series 2020 Bond, has consented to the issuance of the Bond payable from the revenues of the Sewer utility of the City on a parity with the lien of the Outstanding Bonds and equally and ratably secured therewith and entitled to the security and benefits of the Outstanding Bond Ordinances, upon satisfaction of the conditions outlined in the letter from USDA dated August 25, 2026 (the "USDA Conditions"), and attached as <u>Exhibit A</u>;

l) all conditions, acts and things required by law to exist or to be done precedent to the issuance of said Bond as provided for in this Ordinance and as an Additional Bond equal in lien to the Outstanding Bonds do exist and have been done in regular and due form and time as required by law.

Section 2. Unless the context shall clearly indicate otherwise, the following terms shall have the following meanings when used in this Ordinance:

a) "Additional Bonds" shall mean any bond including refunding bonds authorized and issued pursuant to the provisions of Section 13 of this Ordinance at any time outstanding, which are payable on a parity with the Bond and equally and ratably secured therewith;

b) "Bond" shall mean the Bond authorized to be issued pursuant to Section 3 of this Ordinance at any time outstanding;

c) "revenues" shall mean all the rates, rentals, fees, charges, earnings and other monies from any source whatever derived by the City through its ownership and operation of its Sewer utility;

d) the "Sewer utility" shall mean the Sanitary Sewer plant and Sewer system of the City, as now existing and all additions (including any additional systems which might hereafter be lawfully included in the Sewer utility of the City), extensions and improvements hereafter made;

e) "Net Revenues" shall mean the Revenues (excluding receipts from insurance or attributable to condemnation of the Sewer System or any part thereof) less ordinary expenses of operating and maintaining the Sewer utility payable from the Operation and Maintenance Account. Operation and maintenance expenses for such purpose shall not include depreciation, amortization or interest on any bonds or other indebtedness. Also for such purposes "average annual debt service" shall be determined by adding all the principal and interest which will become due when computed to the absolute maturity on the Outstanding Bonds, the Bond and any Additional Bonds then outstanding and together with the total principal and interest which will become due when computed to absolute maturity on the proposed Additional Bonds and dividing such total by the number of years remaining that the longest bond of any such issue of bonds has to run to maturity, including the proposed Additional Bonds.

Section 3. To provide for paying the costs of the Sewer Project as described in Section 1 hereof, there shall be and there are hereby ordered issued the City's Sewer Revenue Bond in the form of a single promissory note (referred to in this Ordinance sometimes as the "Bond" or the "NDWEE Note") in the principal amount not to exceed $21,065,000 with such note to be in such form and to have such payment terms as are set forth in the NDWEE Loan Contract in Exhibit B to this Ordinance which exhibit is by such reference incorporated herein as if fully set forth. In connection with the NDWEE Note, the City shall also enter into an agreement with NDWEE entitled "Amendment No. 01 to Loan Agreement (Governmental Borrower) between Nebraska Department of Water, Energy and Environment and the City of David City, Nebraska, DWEE Project No. C318068" as an amendment to "Loan Agreement (Governmental Borrower) between Nebraska Department of Environment and Energy and the City of David City, Nebraska, NDEE Project No. C318068" (such agreement, incorporating such amendment, the "NDWEE Loan Contract") in substantially the form set forth in Exhibit B to this Ordinance, which exhibit is by such reference incorporated herein as if fully set forth. The terms of the NDWEE Note and the NDWEE Loan Contract are hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver the NDWEE Note and the NDWEE Loan Contract with such changes from the forms presented and attached hereto as such officers shall deem appropriate for and on behalf of the City. The Series 2024 Bond and the principal borrowing evidenced or to be evidenced by the 2024 NDWEE Note is to be incorporated into the Bond from and after the issuance of the Bond and from and after the issuance of the Bond the Series 2024 Bond shall no longer be outstanding separate and independently from the Bond. The terms and conditions of the NDWEE Loan Contract, as amended, shall remain in full force and effect from and after the delivery of the Bond and the NDWEE Loan Contract as provided for in this Ordinance. The Mayor and City Clerk and any other officer or officers of the City are hereby further authorized to take such further actions and to execute such certificates and other documents as shall be deemed necessary or appropriate by any of them in connection with the issuance and delivery of the NDWEE Note and the NDWEE Loan Contract. For all purposes of this Ordinance, the NDWEE Note shall constitute a revenue bond of the City as authorized by Sections 18-1803 to 18-1805, R.R.S. Neb. 2012, as amended, and shall be included within the terms "bond" where such inclusion is appropriate. Additional notes may be issued to NDWEE as Additional Bonds upon compliance with the terms of Section 13 of this Ordinance.

Section 4. The City Clerk shall make and certify in duplicate transcripts of the proceedings of the Mayor and Council with respect to the NDWEE Note, which shall be retained on file with the City and the other of which shall be delivered to the City's special bond counsel.

Section 5. The City hereby pledges and hypothecates all of the revenues of the Sewer utility for the payment of, the Bond, the Outstanding Bonds and any Additional Bonds, both principal and interest as the same fall due. The pledge of the revenues of the Sewer utility provided for in this Ordinance for the Bond, the Outstanding Bonds and any Additional Bonds, subject to the right of the City to issue Additional Bonds as provided in this Ordinance, is intended as a first and prior pledge of, lien on and security interest in the revenues of the Sewer utility for the payment of principal and interest of the Bond, the Outstanding Bonds and any Additional Bonds, superior to any pledge or promise made with respect to any other indebtedness of the City as to its Sewer utility and is intended to be a full exercise of the powers of the City provided for in Sections 18-1803 to 18-1805, R.R.S. Neb. 2012, with respect to its Sewer utility.

Section 6. The City will maintain and collect rates and charges for all Sewer service furnished from its Sewer utility adequate to produce revenues sufficient at all times:

(a) to provide for the payment of interest on and principal of the Bond, the Outstanding Bonds and any Additional Bonds as such interest and principal become due;

(b) to pay all reasonable costs of operation and maintenance of the Sewer utility, including adequate insurance as provided by this Ordinance and to pay for the necessary and reasonable repairs, replacements and extensions of said Sewer utility;

(c) to provide funds sufficient to make the credits into the Accounts and at the times and in the amounts required by Section 7 of this Ordinance.

(d) to maintain Net Revenues in each fiscal year adopted by the City for the Sewer utility in an amount not less than 1.20 times the total amount of principal paid or payable (exclusive of any principal redeemed prior to maturity other than principal redeemed pursuant to a schedule of mandatory redemptions) and interest falling due during such fiscal year on the Outstanding Bonds, the Bond and any Additional Bonds.

Section 7. The entire revenues derived from the operation of the Sewer utility shall be set aside as collected and be deposited in a separate fund previously established in connection with the issuance of the Outstanding Bonds (and which is hereby ratified and affirmed) and which is and shall be known as the "Sewer System Fund". The moneys in the Sewer System Fund shall be properly earmarked and deposit shall be made in a bank or banks designated by the Council and be secured as provided by law for public deposits. The City shall maintain as long as the Bond, the Outstanding Bonds or Additional Bonds are outstanding hereunder the following accounts for the administration of said Fund:

I. OPERATION AND MAINTENANCE ACCOUNT: There is hereby ordered created and established an account designated as the "Operation and Maintenance Account" into which the City shall deposit, out of the Sewer System Fund, such amounts as the City shall from time to time determine to be necessary to pay the reasonable and necessary expenses of operating and maintaining the Sewer System and the City may withdraw funds credited to the Operation and Maintenance Account as necessary from time to time to pay such expenses.

II. SEWER SYSTEM REVENUE BOND PAYMENT ACCOUNT: Out of said Fund the City shall pay into the Sewer System Revenue Bond Payment Account, beginning on the fifteenth day of the first calendar month after the issuance and delivery of the Bond an amount such that if the same amount were credited on the fifteenth day of each calendar month from such date of credit until the next payment date upon which any amount falls due on the Bond, the Outstanding Bonds and any Additional Bonds outstanding, whether for principal or interest, the amount accumulated by such monthly credits would equal the amount falling due on such payment date on such bonds, provided however, that such credits shall be required only as and to the extent that such payments are not provided from other sources. All such transfers to the Sewer System Revenue Bond Payment Account shall be made in such amounts and at such times that there will be sufficient sums in such Account to meet the required payments due on such bonds. Transfers from such Account shall be made to the respective paying agents (or direct payee) for each such issue.

III. EMERGENCY FUND RESERVE ACCOUNT: There is hereby ordered created and established an account designated as the "Emergency Fund Reserve Account" into which there shall be deposited each year (on or before the anniversary of the issuance of the Bond in such year) the sum of $0.00, with such sum to be so deposited annually until the Bond is no longer outstanding. Amounts may be withdrawn from such account (a) for maintenance and extensions to the Sewer System (including in case of any emergency), (b) for replacement of short-lived assets necessary or appropriate for the operation of the Sewer System and (c) to make payments on the Bond, if needed, as described in Section 7(II) above.

IV. ASSET MANAGEMENT RESERVE ACCOUNT: There is hereby ordered created and established an account designated as the "Asset Management Reserve Account" into which the City shall deposit the annual sum of $0.00, and the City shall annually review the funding requirements of such Asset Management Reserve Account, and may adjust the annual contribution to account for inflation, until the Bond is no longer outstanding. Amounts may be withdrawn from such account for replacement of short-lived assets. Amounts in the Asset Management Reserve Account are not directly or indirectly pledged to pay principal or interest on the Bond, and are not reasonably expected to be available to pay principal or interest on the issue even if the City encounters financial difficulties. Provided, however, that so long as NDWEE is the owner of the Bond, any withdrawals from such Asset Management Reserve Account must be approved in writing by NDWEE prior to any such withdrawal. So long as the Bond remains outstanding and unpaid, the City covenants and agrees that it will maintain said account as a separate bookkeeping account and will administer the same in accordance with the provisions contained in this ordinance.

V. SURPLUS ACCOUNT: After providing for the required payments into the Operation and Maintenance Account, the Sewer System Revenue Bond Payment Account, the Emergency Fund Reserve Account and the Asset Management Reserve Account, all of the remaining revenues shall be credited to the Surplus Account. All monies credited to the Surplus Account, from whatever source, shall be used only for the following purposes, with priority to be given in the order set out:

A. Filling any deficiency in required monthly payments in the Operation and Maintenance Account, the Sewer System Revenue Bond Payment Account the Emergency Fund Reserve Account and the Asset Management Reserve Account.

B. So long as no deficiency exists in required monthly payments in the Accounts set out in this Section 7, payment may be made to the City annually, semiannually or quarterly as and in lieu of tax payment which can be used by the City for any purpose authorized by law a sum which shall be determined by the Mayor and Council and which may be in any amount available in the Surplus Account after deducting from the credits to this Account any amount used to fill deficiencies into any of the Accounts set out in this Section 7.

C. Accelerating the payments of the required fund balance of the Sewer System Revenue Bond Payment Account, the Emergency Fund Reserve Account and the Asset Management Reserve Account.

D. Retiring the Bond, the Outstanding Bonds or Additional Bonds prior to their maturity under their option provisions or by purchase on the open market. Monies credited to the Surplus Account may periodically be transferred to such other funds or accounts of the City as the Mayor and City Council may direct from time to time so long as there are no deficiencies in the credits required to be made to any of the Accounts described in this section and so long as all applicable reserves are met which may be required by the Outstanding Bonds or under any applicable regulations or contract terms.

The provisions of this Section shall require the City to maintain a set of books and records in accordance with such accounting methods and procedures as are generally applicable to municipal utility enterprises, which books and records shall show credits to and expenditures from the several sub-accounts required by this Section. The City shall not be required to establish separate bank or investment accounts for said Accounts in this Section. Moneys in any of the above-described Accounts may be invested in securities eligible for investment of other City funds. Income from or profit realized from any such investment shall be credited to the respective Account from which such investment is made until such Account contains the maximum amount required to be therein and thereafter such income or profit shall be transferred to the Sewer System Fund and treated as other revenues from the operation of the Sewer System.

Section 8. The City will not hereafter grant any franchise or right to any person, firm or corporation to own or operate a Sewer system in competition with that owned by the City.

Section 9. The City will cause proper books and accounts adapted to the Sewer utility to be kept and will cause the books and accounts to be audited annually by an independent firm of certified public accountants and will make generally available to the holders of the Outstanding Bonds or any Additional Bonds the balance sheet and profit and loss statement of the City as certified by such accountants. The holders of any of said bonds shall have at all reasonable times the right to inspect the Sewer utility and the records, accounts and data of the City relating thereto.

Section 10. The City Treasurer and the City Clerk shall be bonded, in addition to their official bonds, by an insurance company or bonding company licensed to do business in Nebraska in amounts sufficient to cover at all times all the revenues and earnings of the Sewer utility placed in their hands. Any other person employed by the City in the collection or handling of monies derived from the operation of said property shall also be bonded in an amount sufficient to cover all monies which may at any time be placed in such person's hands. The amount of such bonds shall be fixed by the Council and the cost thereof shall be paid from the earnings of said Sewer utility and they shall secure the faithful accounting of all monies.

Section 11. The City will maintain insurance on the property constituting the Sewer System (other than such portions of the Sewer System as are not normally insured against loss by casualty) in the amounts and against the risks customarily carried by similar utilities, but including fire and extended coverage insurance in an amount which would enable the City to repair, restore or replace the property damaged to the extent necessary to make the Sewer System operable in an efficient and proper manner to carry out the City's obligations under this Ordinance. The Mayor and City Council shall annually, within one month after the end of each fiscal year adopted by the City for the Sewer System examine the amount of insurance carried with respect to the Sewer System and shall evidence approval of such insurance by resolution. The proceeds of any such insurance received by the City shall be used to repair, replace or restore the property damaged or destroyed to the extent necessary to make the Sewer System operable in an efficient and proper manner, and any amount of insurance proceeds not so used shall be used to either (i) prepay the Outstanding Bond and the Bond or (ii) pay for additions, improvements and/or extensions to the Sewer System. In the event of any such insured casualty loss, the City may advance funds to make temporary repairs or provide for an advance on costs of the permanent repair, restoration or replacement from the Operation and Maintenance Account and any such advances shall be repaid from insurance proceeds received.

Section 12. The City will maintain the Sewer utility in good condition and operate the same in an efficient manner and at a reasonable cost. The City agrees with the holder of the Bond that the City will continue to own, free from all liens and encumbrances, and will adequately maintain and efficiently operate said Sewer utility; provided, however, the City may sell for cash property which is recommended to be sold by the manager or superintendent of utilities, or an independent Consulting Engineer, and which is determined as a matter of record by the Council to have become obsolete, non-productive or otherwise unusable to the advantage of the City.

Section 13. Nothing in this Ordinance shall be construed in such a manner as to prevent the issuance by the City of Additional Bonds payable from the revenues of the Sewer utility of the City on a parity with the lien of the Bond and equally and ratably secured therewith and entitled to the security and benefits of this Ordinance; provided, however, that before any such Additional Bonds are actually issued, the Net Revenues, for the fiscal year next preceding the date of the authorization of such Additional Bonds, as based on a certified public accountants report shall have been equal to 1.20 times the average annual bond requirements of the Bond, the Outstanding Bonds, any Additional Bonds then outstanding and the Additional Bonds proposed to be issued or such revenues would have met such test by applying the provisions of the second paragraph of this Section 13. For this purpose the average annual bond requirements shall be determined by adding all of the principal and interest which will become due when computed to the absolute maturity of the Bond, the Outstanding Bonds and Additional Bonds, if any, then outstanding and all of the principal and interest of the Additional Bonds to be issued, and dividing such total by the number of years remaining that the longest bond of any such issue of bonds (including the Additional Bonds to be issued) has to run to maturity. In the event of the issuance of Additional Bonds payable from the Sewer System Revenue Bond Payment Account, as authorized above, sufficient additional net revenues may be deposited to the Emergency Fund Reserve Account in a separate sub-account for such Additional Bonds as shall be determined appropriately by the Mayor and Council.

In the event any change in the rates, rentals and charges for the use and service of the Sewer utility has been made during the preceding fiscal year or during the interval between the end of such fiscal year and the issuance of such Additional Bonds, or in the event the City shall covenant in the ordinance or ordinance authorizing the issuance of such Additional Bonds to impose, effective upon the issuance of such Additional Bonds, higher rates, rentals and charges for such use and service, compliance with the provisions of this Section 13 may be evidenced by a certificate of an independent Consulting Engineer or firm of Consulting Engineers or independent Certified Public Accountant or firm of Certified Public Accountants to be filed with the City Clerk prior to the issuance of any such Additional Bonds. Such certificate shall state fully the facts upon which such certificate is based and, if it is a certificate of the Consulting Engineer or firm of Consulting Engineers, shall have attached thereto the certified financial statement for the fiscal year next preceding (or the fiscal year yet next preceding) the date of authorization of such Additional Bonds used by the Consulting Engineer or firm of Consulting Engineers in arriving at the conclusion stated in said certificate. The Consulting Engineer or independent Certified Public Accountant of the City shall, in determining the earnings for such fiscal year adjust the collections to reflect the result as if such changed rates, rentals and charges, or such higher rates, rentals and charges had been in existence for such entire preceding fiscal year period, and the amount of such net collections and adjusted earnings as aforesaid shall be conclusive evidence and the only evidence required to show compliance with the provisions and the requirements of this Section 13.

Additional Bonds may also be issued without compliance with the foregoing requirement that the Net Revenues for the preceding fiscal year shall have been equal to 1.20 times average annual bond requirements, provided that prior to issuing such Additional Bonds, the City shall have received a projection made by a Consulting Engineer or a firm of Consulting Engineers, recognized as having experience and expertise in municipal utility systems, projecting that the Net Revenues, after deducting therefrom all costs of operation and maintenance and before deduction of depreciation or interest, in each of the three full fiscal years after the issuance of such Additional Bonds, will be at least equal to 1.20 times the average annual bond requirements, calculated as hereinabove described, on all bonds then outstanding and payable from the revenues of the Sewer utility, and such Additional Bonds proposed to be issued. In making such projection the Consulting Engineer shall use as a basis the revenues of the Sewer utility during the last year for which an independent audit has been prepared and shall adjust such revenues as follows:

1) to reflect changes in the rates which have gone into effect since the beginning of the year for which the audit was made;
2) to reflect such engineer's estimate of the net increase over or net decrease from the revenues of the Sewer utility for the year for which the audit was made by reason of:
   a) changes in the amounts payable under existing utility service contracts,
   b) additional general operating income from sales to customers under existing rate schedules for the various classes of customers, or as such schedules may be revised under a program of change which has been adopted by the Mayor and Council of the City,
   c) projected revisions in labor, wages, salary, fuel, machinery, equipment and supply costs,
   d) revisions in production, transmission and distribution and in administration costs associated with increases in sales of Sewer utility services due to the acquisition of the additional facilities or due to other causes,
   e) changes in costs of other Sewer utility services, and
   f) such other projections of revenues and expenses as the consulting engineer deems reasonable and proper.

Average annual bond requirements shall be determined as described above provided that requirements relating to the proposed Additional Bonds to be issued may be estimated by the Consulting Engineer, but no such Additional Bonds shall be issued based upon such projections if the actual requirements for the proposed Additional Bonds are in excess of the amount so estimated (on a final estimated basis) by the Consulting Engineer.

If the City shall find it desirable, the City shall also have the right when issuing Additional Bonds to combine with its Sewer utility any other utility or utilities of the City authorized to be combined under Sections 18-1803 through 18-1805 R.R.S. Nebraska 2012, and to cause all of the revenues of all such combined utility systems to be paid into the Sewer System Fund (which may be redesignated as appropriate), and to provide that all of the Bond, the Outstanding Bonds and any Additional Bonds previously issued, all as then outstanding, and the proposed issue of Additional Bonds shall be payable from the revenues of such Sewer utility and such additional utility or utilities as combined and shall stand on a parity and in equality as to security and payment, provided, however, no utility shall be combined with the Sewer utility as contemplated in this paragraph unless the City is current with all the payments required to be made into the accounts created in Section 7 and the Net Revenues of the Sewer utility shall and such additional utility or utilities, as combined, shall satisfy at least one of the requirements for Additional Bonds provided in this Section 13. For purposes of meeting such requirements, the definition of revenues shall include the revenues and earnings of the additional utility or utilities and take into consideration the ordinary expenses of operating and maintaining such additional utility or utilities and for such purposes any engineer furnishing projections may take into consideration the factors described in the second or third paragraphs of this Section 13 with respect to such additional utility or utilities.

If, prior to the payment of the bonds herein authorized, it shall be found desirable to refund Bond, the Outstanding Bonds or any Additional Bonds then outstanding, under the provisions of any law then available, said bonds or any part thereof may be refunded without the consent of the holders thereof and the refunding obligations so issued shall enjoy complete equality of lien with the portion of the bonds which is not refunded, if any there be, and the refunding obligations shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the bonds refunded, provided, however, that unless all of the outstanding bonds are being refunded, the total of the interest and principal payment obligation in any succeeding year shall not be greater, after such refunding, than it would have been in each such succeeding year without such refunding without the consent of the holders of the unrefunded portion of said bonds. Refunding bonds shall also be permitted to be issued in accordance with the first three paragraphs of this Section 13 and for purposes of calculating average annual bond requirements, the City shall not be required to include principal or interest due on any bonds to be refunded, from and after the time that such refunded bonds shall no longer be outstanding under the terms of their authorizing ordinance.

Section 14. Nothing herein contained shall prevent the City from issuing bonds, revenue notes or other forms of indebtedness, the payment of the principal and interest of which is a charge upon all or a portion of the revenues of the Sewer utility, junior or inferior to the Bond, the Outstanding Bonds and to the payments to be made into the Operation and Maintenance Account, the Sewer System Revenue Bond Payment Account and the Emergency Fund Reserve Account, and the City shall have the right to pay interest thereon and the principal thereof, as long as no deficiency exists in the payments into such Accounts, from funds available for improvements and enlargements to the Sewer utility of the City or from other funds which are available for such debt service.

Section 15. While any of the Bond is outstanding, the City will render bills to all customers for Sewer and, subject to applicable statutes and rules, if bills are not paid within sixty days after due, such utility service will be discontinued. The City agrees that it will make appropriate charge for use of Sewer service by all properties of the City connected to the Sewer utility.

Section 16. Except for amendments which are required for the correction of language to cure any ambiguity or defective or inconsistent provisions, omission or mistake or manifest error contained herein, no changes, additions or alterations of any kind shall be made by the City in the provisions of this Ordinance in any manner; provided, however, that from time to time the holders of sixty percent (60%) in principal amount of the Bond, the Outstanding Bonds and of Additional Bonds outstanding authorized hereunder (not including any of said bonds credited to any of the accounts set out in Section 10 of this Ordinance or any other of said bonds owned or controlled directly or indirectly by the City) by an instrument or instruments in writing signed by such holders and filed with the City Clerk shall have power to assent to and authorize any modification of the rights and obligations of the City and of the holders of the Bond, the Outstanding Bonds and of Additional Bonds and the provisions of this Ordinance that shall be proposed by the City, and any action authorized to be taken with the assent and authority given as aforesaid of the holders of sixty percent (60%) in principal amount of said bonds shall be binding upon all holders of said Bond, the Outstanding Bonds and Additional Bonds at the time outstanding hereunder and upon the City as fully as though such action were specifically and expressly authorized by the terms of this Ordinance; provided, always, that no such modification shall be made which will (a) extend the time of payment of the principal of or interest on any of said bonds or reduce the principal amount thereof or the rate of interest thereon; or (b) give to any of said bonds any preference over any other of said bond or bonds; or (c) authorize the creation of any lien prior to the pledge of the revenues afforded by this

Ordinance for the Bond, the Outstanding Bonds and any Additional Bonds; or (d) reduce the percentage in principal amount of said outstanding bonds required to assent to or authorize any such modification. Any modification of the provisions of this Ordinance made as aforesaid shall be set forth in a supplemental ordinance to be adopted by the Mayor and City Council of said City.

Section 17. So long as any of the Bond, the Outstanding Bonds or any Additional Bonds of equal lien are outstanding, each of the obligations, duties, limitations and restraints imposed upon the City by this Ordinance shall be deemed to be a covenant between the City and every holder of said bonds, and this Ordinance and every provision and covenant thereof shall constitute a contract of the City with every holder from time to time of said bonds. Any holder of a Bond or Additional Bond or Bonds may by mandamus or other appropriate action or proceeding at law or in equity in any court of competent jurisdiction enforce and compel performance of this Ordinance and every provision and covenant thereof including, without limiting the generality of the foregoing, the enforcement of the performance of all duties required by the City by this Ordinance and the applicable laws of the State of Nebraska, including in such duties the making and collecting of sufficient rates, rentals, fees or charges for the use and service of the Sewer utility, the segregation of the revenues of said systems and the application thereof to the respective Fund and Accounts referred to and described in Section 7 of this Ordinance. Any holder of a Bond or Additional Bond, in the event of any default in payment of principal or interest on any such bond, shall be entitled to the appointment of a receiver for the Sewer utility to take possession of the Sewer utility, to manage the Sewer utility and receive and apply the revenues of the Sewer utility in accordance with the terms of this Ordinance.

Section 18. The City's obligations under this Ordinance and the liens, pledges, dedications, covenants and agreements of the City herein made or provided for shall be fully discharged and satisfied as to any Bond, the Outstanding Bonds or Additional Bonds issued hereunder, and said bonds shall no longer be deemed outstanding hereunder, if such bonds shall have been purchased and canceled by the City or, as to any of said bonds not theretofore purchased and canceled by the City, when payment of the principal of and any applicable redemption premium, if any, on such bonds plus interest thereon, to the respective dates of maturities or redemption (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided for by depositing in escrow with any state or national bank having trust powers, or trust company, in trust solely for such payment (i) sufficient monies to make such payment or (ii) direct general obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal at such time or times as will insure the availability of sufficient monies to make such payment, and such bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance except for payment from such deposit and shall no longer be considered as outstanding; provided that, with respect to any such bonds called or to be called for redemption, the City shall have duly given notice of redemption, or made irrevocable provision for giving such notice. Any such monies so deposited with the aforesaid bank or trust company as provided in this section may be invested and reinvested in Government Obligations at the direction of the City, and all interest and income from all such Government Obligations in the hands of the aforesaid bank or trust company which is not required to pay principal or interest on such bonds for which deposit has been made shall be paid to the City as and when realized and collected. For purposes of this Section 18, such Government Obligations shall be non-callable or callable only at the option of the holder. With respect to any deposit made for purposes of satisfying the Bond, under this Section 18, there shall be furnished to NDWEE and the Nebraska Investment Finance Authority (“NIFA”) an opinion of nationally recognized bond counsel that such deposit for payment of the Bond, will not adversely affect the exclusion for interest from gross income for federal tax purposes on any bonds issued by NIFA to provide funds for deposit into the Nebraska Drinking Water Facilities Loan Fund and/or the Wastewater Treatment Facilities Construction Loan Fund (as applicable) and the furnishing of such opinion shall be a condition required to be satisfied prior to the making of any such deposit in trust for payment and satisfaction with respect to the Bond, unless the Bond then being defeased are to be prepaid and redeemed within 60 days from the time of such deposit.

Section 19. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 20. All ordinances, ordinances or orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 21. The Mayor and Clerk of the City are hereby authorized to do all things and execute all such documents as may by them be deemed necessary and proper to complete the issuance the Bond as contemplated by this Ordinance.

Section 22. The Bond shall be sold to NDWEE in accordance with the terms of the NDWEE Loan Contract, and the City Treasurer is authorized to deliver the Bond to NDWEE as provided in and subject to the conditions in the NDWEE Loan Contract. The proceeds of the Bond shall be applied to pay costs as described in the NDWEE Loan Contract. The Mayor and City Clerk of the City are hereby authorized to do all things and execute all such documents as may by them be deemed necessary and proper to complete the issuance and sale of the Bond and the execution and delivery of the NDWEE Loan Contract as contemplated by this Ordinance.

Section 23. The Mayor and Council hereby expressly declare the intent and understanding that interest on the Bond shall not be excludable from gross income under the terms of Section 103 of the Internal Revenue Code of 1986, as amended, and the City as issuer shall not file any information report with respect to the issuance of the Bond pursuant to Section 149(e) of said Code.

Section 24. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED this 9th day of September, 2026.

____
Jessica Miller, Mayor

ATTEST:

____
Lori Matchett, City Clerk

Exhibit "A"
USDA Letter of Conditions

USDA
United States Department of Agriculture

August 25, 2026

City of David City
ATTN: Ms. Jessica Miller, Mayor
PO Box 191
David City NE 68632-0191

RE: Proposed $1,400,000 additional Sewer Loan from Nebraska Department of Water, Energy, and Environment (NDWEE)

Dear Mayor Miller:

This office has reviewed the April 19, 2024, Sewer Revenue Analysis/Rate Adjustment Recommendation provided by Veenstra & Kimm Inc., along with the actual audit (FY 2025) and updated ordinances and has found it acceptable and has found that the rate structures are being followed and there has been a continued increase until the City is maintaining a positive cash flow. The information contained in this document satisfies the information required to demonstrate the City's capacity to meet the 1.20x debt service coverage requirements contained in Section 10 of the Ordinance authorizing the issuance of the Sanitary Sewer System Revenue Bond, Series 2020 (Ordinance). USDA concurs with the proposed financing from NDWEE upon the following conditions:

1. The City agrees to collect rates and charges for all services furnished by the sewer system in accordance with Section 8 of the Ordinance. In reviewing the financial performance of the sewer system for the fiscal years 2023 through 2025 the following was observed:
    a. Cash from operations was positive in fiscal year 2025 with the revenues being ablet to cover the expenses minus depreciation on the system. This situation would allow for some repayment of the principal payments on long term debt, funding of reserves, the purchase of plant and equipment, or any other financing/ investing activities.
    b. The net change in cash was negative for fiscal years starting in 2022 and has resulted in the Sewer Fund going from a positive $1,264,228 to negative $1,040,049 through fiscal year 2024, with the increases in rates and the AGP agreement; the City is edging toward positive cash flows $334,711 not including the funding of construction or the capital outlay.
    c. The City has been out of compliance with Section 8 of the Ordinance from the onset of the USDA financing. *The City will need to continue to evaluate the user rate and charges ordinance each year and make sure it is generating sufficient revenues to cover all the costs of the system including reserves and reoccurring capital purchases.* Rate setting should consider customer count/utilization, historical financial performance, and the forecasted operating budget and cash flow for the upcoming fiscal year.

Rural Development • Lincoln State Office
100 Centennial Mall North, Suite 308 • Lincoln, NE 68508
Voice (402) 437-5551 • Fax (855) 207-0384

2. The current sewer rates of $17.80 Customer Charge and $5.65/1,000 gallons Commodity charge for residential and commercial customers that was made effective February 11, 2026. Subsequent rate adjustments will be made effective April of each year thereafter. Multiple-year rate adjustments can be incorporated into the sewer rate ordinance but it will need to allow for annual adjustments if the costs of operating the system exceed expectations. The rate guidance provided in the April 19, 2024, Veenstra & Kimm Inc. sewer rate analysis has been used as a resource in establishing future rate structures.
3. High volume customers such as Ag Processing Inc (AGP) will pay consumptive rates in accordance with the then current sewer rate ordinance for commercial users as specified in the Redevelopment Contract adopted by the City on April 26, 2023. Also, within this agreement AGP has agreed to pay $345,000 a year for 20 years in consideration of the capital improvement costs associated with expanding the City's sewer treatment facilities. The term of these payments is less than the term of the NDWEE loan. The City may want to consider a long-term plan in funding the retirement of the NDWEE loan in 20 years to lessen the impact on customer charges once the $345,000 payments from AGP cease.
4. NDWEE issuing the loan in accordance with the draft Loan Agreement for an additional $1,400,000, this will bring the total indebtedness to $21,065,000. The previous agreement (version 12:12.18.2023) authorized the issuance of a NDWEE loan in the amount $19,665,000. A portion of this loan may be repaid through subsidies, namely Loan Forgiveness. The maximum Loan Forgiveness cannot exceed 37.67% of the eligible project cost up to a ceiling of $7,408,125 for the original loan. The City will need to be prepared to adjust their rates accordingly if this amount of subsidy is later reduced by NDWEE. The percentage of debt that is owed to USDA RD is 8% of the total sewer project debt.
5. The City will manage the use of cash resources in the Sewer Fund so that it is maintained at a positive level. *The City will need to consider a plan to cure the negative cash position of the Sewer Fund* either through transfers of funds from other City Funds or *through the generation of excess net revenues from the sewer system*. USDA is not an advocate of interfund transfers but the current cash position of the sewer fund may necessitate such action.
6. The debt service coverage ratio requirement of 1.20x needs to be adhered to so long as USDA is a holder of the Sanitary Sewer System Revenue Bond, Series 2020. Compliance to this requirement and Section 8 of the ordinance will be done through the review of the annual audits.

If you should have any questions or concerns, please feel free to contact Luann Brown, Community Programs Specialist, at (402) 437-5571 or luann.brown@usda.gov.

Sincerely,

KELLEY MESSENGER

Digitally signed by KELLEY MESSENGER
Date: 2026.08.25 09:18:12 -05'00'

Kelley Messenger
Community Programs Director
USDA Rural Development

Exhibit "B"

NDWEE Loan Contract

7829170.4

AMENDMENT NO. 01

To

LOAN AGREEMENT
(Governmental Borrower)

Between

NEBRASKA DEPARTMENT OF WATER, ENERGY, AND ENVIRONMENT

and

CITY OF DAVID CITY, NEBRASKA

DWEE PROJECT NO. C318068

DATED AS OF _________________, 2026

AMENDMENT NO. 01
LOAN CONTRACT BETWEEN
NEBRASKA DEPARTMENT OF WATER, ENERGY, AND ENVIRONMENT
AND
CITY OF DAVID CITY, NEBRASKA
PROJECT NO. C318068

This Amendment No. 01 to the Loan Agreement (this "Amendment"), is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Water, Energy, and Environment (hereinafter "DWEE") and the City of David City, Nebraska, a municipal corporation and city of the second class (hereinafter "Borrower"). This Amendment refers to DWEE and Borrower individually each as a "Party" and collectively as the "Parties."

1. The Loan Agreement for Loan (Project No. C318068) (hereinafter "Loan Agreement") between the Nebraska Department of Environment and Energy ("NDEE") and the Municipality dated July 18, 2024, and signed by Thaddeus D. Fineran, Interim Director of the NDEE, and Jessica Miller, Mayor of the City of David City, is hereby acknowledged and incorporated by this reference as if fully set out herein.

2. Pursuant to Nebraska Revised Statutes Section 81-1571(1), NDEE and the Nebraska Department of Natural Resources consolidated into a single agency, DWEE, and accordingly the Parties shall treat all references to NDEE in the Agreement as references to DWEE.

3. Pursuant to Section 6.04 of the Loan Agreement, the Parties hereby amend the following:

   a. Section 2.01. The Parties amend Section 2.01 of the Loan Agreement by deleting it in its entirety and replacing it with the following:

   Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of state and federal funds, the DWEE will loan an amount not to exceed twenty one million sixty-five thousand and 00/100 dollars ($21,065,000.00) to the Borrower to pay a portion of the "Project Costs," as defined in Attachment B, attached hereto and incorporated herein.

   b. Section 2.03. The Parties amend Section 2.03 of the Loan Agreement by deleting it in its entirety and replacing it with the following:

   Section 2.03. Interest Rate. The interest rate on this Loan is determined by the **DWEE** pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The interest rate on this Loan is **0.51994%** per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each), compounded semi-annually, to be paid pursuant to Section 2.06 of this Loan Agreement.

   c. Section 2.06. The Parties amend Section 2.06 of the Loan Agreement by deleting it in its entirety and replacing it with the following:

   Section 2.06. Administrative Fee. The administrative rate on this Loan is determined by the DWEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The Borrower shall pay to the DWEE, or at the direction of the DWEE, to the NIFA or the Trustee, an annual administrative fee of **0.51994%** per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each), compounded semi-annually, to be paid pursuant to Section 2.06 of this Loan Agreement.

4. Pursuant to Section 6.04 of the Loan Agreement, the Parties hereby incorporate and, in accordance with the terms and conditions set forth in this Amendment, substitute the following attachments attached hereto:

   a. ATTACHMENT A, LOAN REPAYMENT SCHEDULE;
   b. ATTACHMENT B, PROJECT COSTS;
   c. ATTACHMENT C, FINANCIAL ANALYSIS;
   d. ATTACHMENT E, BORROWER'S COUNSEL'S OPINION;
   e. ATTACHMENT F, AMENDED AND RESTATED PROMISSORY NOTE and ASSIGNMENT OF AMENDED AND RESTATED PROMISSORY NOTE; and
   f. ATTACHMENT H, ORDINANCE NO. ____.

5. Except as specifically modified herein, all terms and conditions of the original Loan Agreement remain in full force and effect.

6. Electronic Signature – The DWEE and the Borrower hereby approve the usage of electronic signatures pursuant to Neb. Rev. Stat. §86-611 and Nebraska Administrative Code, Title 437, Digital Signatures Act, provided however Borrower shall execute the Promissory Note shown in Attachment F, attached hereto and incorporated herein, by physical means and deliver the same to DWEE upon execution.

7. The amendment or modification made herein shall become effective on the latter of the two dates signed

IN WITNESS THEREOF, the Parties have caused this Amendment to be executed and delivered as of the date set forth below.

CITY OF DAVID CITY, NEBRASKA		NEBRASKA DEPARTMENT OF WATER, ENERGY, AND ENVIRONMENT	
By	______________________ *(printed name)*	By	______________________ *(printed name)*
	______________________ *(signature)*		______________________ *(signature)*
Title	Mayor	Title	Director
Date	September 9, 2026	Date	______________________

ATTEST: ______________________
Lori Matchett, City Clerk

APPROVED AS TO FORM:

____
David C. Levy, Esq., City Attorney

ATTACHMENT A

LOAN REPAYMENT SCHEDULE

Payments are due on June 15 and December 15 of each calendar year. Interest and Administrative fees shall accrue at the applicable rate as established by Section 2.03 and Section 2.04 of this Loan Agreement and repayments of such accrued interest and administrative fees will be repaid after the effective date of this Loan Agreement. A commencement of principal repayment is estimated to start on June 15, 2027 (as established by Section 2.02 of this Loan Agreement wherein repayment must begin within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first).

Amounts due will be invoiced on or about May 15 and November 15 of each year for each six-month payment period ending on the set Interest payment date. Interest and Administrative fee accruing on principal amounts drawn after the invoicing date are to be included with the next invoice.

The Amortization Schedule included in this Attachment A is a projected schedule based upon estimated principal repayment start and full distribution of funds and is subject to change pending date of Initiation of Operation and final principal amount disbursed. Interest and Administrative fees accruing before the first principal repayment that is not reflected on the following draft amortization schedule will be billed and paid in accordance with the DWEE's procedures.

Following the receipt of an Initiation of Operation and the final disbursement of Loan proceeds to the Borrower, a revised final Attachment A shall be prepared by the DWEE to establish the final debt service schedule based upon the following parameters set forth below. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The final Loan Repayment Schedule shall be calculated by the DWEE based on the following parameters:

(1) Final principal amount of Loan;

(2) Amount of Loan Forgiveness, if any;

(3) Interest rate as set forth in Section 2.03;

(4) Administrative fee rate as set forth in Section 2.04;

(5) Installments of principal, interest, and fees on each June 15 and December 15 payment date shall:

   a. Begin no later than one year after the Initiation of Operation, or three years from the effective date of this Loan Agreement, whichever occurs first; and

   b. End on the last repayment which must be paid no later than thirty (30) years from the date of either (i) one year after the Initiation of Operation, or (ii) three years from the effective date of this Loan agreement, whichever occurs first; and

   c. Amortization of principal to achieve level payments of principal and interest (not taking into account the administrative fee payment pursuant to Section 2.04).

ATTACHMENT A

PROJECTED AMORTIZATION SCHEDULE

TOTAL PRINCIPAL:	**$ 13,656,875**	**INTEREST RATE (%):**	**0.51994**
LOAN FORGIVENESS:	**$ 7,408,125**	**ADMIN FEE (%):**	**0.51994**
SMALL TOWN GRANT:	**$ -**	**TERM (YEARS):**	**28**
TOTAL SRF ASSISTANCE:	**$ 21,065,000**		

Principal Payment	Principal	Principal Payment	Interest	Admin Fee	Total Payment	Remaining Principal
6/15/2027	$ 13,656,875.00	$ 226,867.76	$ 35,503.78	$ 35,503.78	$ 297,875.31	$ 13,430,007.24
12/15/2027	$ 13,430,007.24	$ 227,457.55	$ 34,913.99	$ 34,913.99	$ 297,285.53	$ 13,202,549.69
6/15/2028	$ 13,202,549.69	$ 228,048.87	$ 34,322.67	$ 34,322.67	$ 296,694.21	$ 12,974,500.83
12/15/2028	$ 12,974,500.83	$ 228,641.73	$ 33,729.81	$ 33,729.81	$ 296,101.35	$ 12,745,859.10
6/15/2029	$ 12,745,859.10	$ 229,236.13	$ 33,135.41	$ 33,135.41	$ 295,506.95	$ 12,516,622.97
12/15/2029	$ 12,516,622.97	$ 229,832.07	$ 32,539.46	$ 32,539.46	$ 294,911.00	$ 12,286,790.90
6/15/2030	$ 12,286,790.90	$ 230,429.57	$ 31,941.97	$ 31,941.97	$ 294,313.51	$ 12,056,361.33
12/15/2030	$ 12,056,361.33	$ 231,028.61	$ 31,342.92	$ 31,342.92	$ 293,714.46	$ 11,825,332.72
6/15/2031	$ 11,825,332.72	$ 231,629.22	$ 30,742.32	$ 30,742.32	$ 293,113.85	$ 11,593,703.50
12/15/2031	$ 11,593,703.50	$ 232,231.39	$ 30,140.15	$ 30,140.15	$ 292,511.69	$ 11,361,472.11
6/15/2032	$ 11,361,472.11	$ 232,835.12	$ 29,536.42	$ 29,536.42	$ 291,907.96	$ 11,128,637.00
12/15/2032	$ 11,128,637.00	$ 233,440.42	$ 28,931.12	$ 28,931.12	$ 291,302.65	$ 10,895,196.58
6/15/2033	$ 10,895,196.58	$ 234,047.29	$ 28,324.24	$ 28,324.24	$ 290,695.78	$ 10,661,149.28
12/15/2033	$ 10,661,149.28	$ 234,655.75	$ 27,715.79	$ 27,715.79	$ 290,087.33	$ 10,426,493.54
6/15/2034	$ 10,426,493.54	$ 235,265.78	$ 27,105.76	$ 27,105.76	$ 289,477.29	$ 10,191,227.76
12/15/2034	$ 10,191,227.76	$ 235,877.40	$ 26,494.13	$ 26,494.13	$ 288,865.67	$ 9,955,350.35
6/15/2035	$ 9,955,350.35	$ 236,490.61	$ 25,880.92	$ 25,880.92	$ 288,252.46	$ 9,718,859.74
12/15/2035	$ 9,718,859.74	$ 237,105.42	$ 25,266.12	$ 25,266.12	$ 287,637.66	$ 9,481,754.32
6/15/2036	$ 9,481,754.32	$ 237,721.82	$ 24,649.72	$ 24,649.72	$ 287,021.25	$ 9,244,032.50
12/15/2036	$ 9,244,032.50	$ 238,339.83	$ 24,031.71	$ 24,031.71	$ 286,403.25	$ 9,005,692.68
6/15/2037	$ 9,005,692.68	$ 238,959.44	$ 23,412.10	$ 23,412.10	$ 285,783.64	$ 8,766,733.24
12/15/2037	$ 8,766,733.24	$ 239,580.66	$ 22,790.88	$ 22,790.88	$ 285,162.41	$ 8,527,152.58
6/15/2038	$ 8,527,152.58	$ 240,203.50	$ 22,168.04	$ 22,168.04	$ 284,539.58	$ 8,286,949.08
12/15/2038	$ 8,286,949.08	$ 240,827.96	$ 21,543.58	$ 21,543.58	$ 283,915.12	$ 8,046,121.13
6/15/2039	$ 8,046,121.13	$ 241,454.04	$ 20,917.50	$ 20,917.50	$ 283,289.04	$ 7,804,667.09
12/15/2039	$ 7,804,667.09	$ 242,081.74	$ 20,289.79	$ 20,289.79	$ 282,661.33	$ 7,562,585.35
6/15/2040	$ 7,562,585.35	$ 242,711.08	$ 19,660.45	$ 19,660.45	$ 282,031.99	$ 7,319,874.26
12/15/2040	$ 7,319,874.26	$ 243,342.06	$ 19,029.48	$ 19,029.48	$ 281,401.01	$ 7,076,532.20
6/15/2041	$ 7,076,532.20	$ 243,974.68	$ 18,396.86	$ 18,396.86	$ 280,768.40	$ 6,832,557.53
12/15/2041	$ 6,832,557.53	$ 244,608.94	$ 17,762.60	$ 17,762.60	$ 280,134.14	$ 6,587,948.59
6/15/2042	$ 6,587,948.59	$ 245,244.85	$ 17,126.69	$ 17,126.69	$ 279,498.23	$ 6,342,703.74
12/15/2042	$ 6,342,703.74	$ 245,882.41	$ 16,489.13	$ 16,489.13	$ 278,860.66	$ 6,096,821.33
6/15/2043	$ 6,096,821.33	$ 246,521.63	$ 15,849.91	$ 15,849.91	$ 278,221.44	$ 5,850,299.70
12/15/2043	$ 5,850,299.70	$ 247,162.51	$ 15,209.02	$ 15,209.02	$ 277,580.56	$ 5,603,137.19
6/15/2044	$ 5,603,137.19	$ 247,805.06	$ 14,566.48	$ 14,566.48	$ 276,938.01	$ 5,355,332.13
12/15/2044	$ 5,355,332.13	$ 248,449.28	$ 13,922.26	$ 13,922.26	$ 276,293.79	$ 5,106,882.85
6/15/2045	$ 5,106,882.85	$ 249,095.17	$ 13,276.36	$ 13,276.36	$ 275,647.90	$ 4,857,787.68
12/15/2045	$ 4,857,787.68	$ 249,742.75	$ 12,628.79	$ 12,628.79	$ 275,000.33	$ 4,608,044.93
6/15/2046	$ 4,608,044.93	$ 250,392.00	$ 11,979.53	$ 11,979.53	$ 274,351.07	$ 4,357,652.93
12/15/2046	$ 4,357,652.93	$ 251,042.95	$ 11,328.59	$ 11,328.59	$ 273,700.13	$ 4,106,609.98
6/15/2047	$ 4,106,609.98	$ 251,695.58	$ 10,675.95	$ 10,675.95	$ 273,047.49	$ 3,854,914.40
12/15/2047	$ 3,854,914.40	$ 252,349.92	$ 10,021.62	$ 10,021.62	$ 272,393.16	$ 3,602,564.48
6/15/2048	$ 3,602,564.48	$ 253,005.95	$ 9,365.59	$ 9,365.59	$ 271,737.12	$ 3,349,558.53
12/15/2048	$ 3,349,558.53	$ 253,663.69	$ 8,707.85	$ 8,707.85	$ 271,079.38	$ 3,095,894.85
6/15/2049	$ 3,095,894.85	$ 254,323.14	$ 8,048.40	$ 8,048.40	$ 270,419.93	$ 2,841,571.71
12/15/2049	$ 2,841,571.71	$ 254,984.30	$ 7,387.23	$ 7,387.23	$ 269,758.77	$ 2,586,587.40
6/15/2050	$ 2,586,587.40	$ 255,647.19	$ 6,724.35	$ 6,724.35	$ 269,095.89	$ 2,330,940.22
12/15/2050	$ 2,330,940.22	$ 256,311.79	$ 6,059.75	$ 6,059.75	$ 268,431.28	$ 2,074,628.43
6/15/2051	$ 2,074,628.43	$ 256,978.13	$ 5,393.41	$ 5,393.41	$ 267,764.95	$ 1,817,650.30
12/15/2051	$ 1,817,650.30	$ 257,646.19	$ 4,725.35	$ 4,725.35	$ 267,096.88	$ 1,560,004.11
6/15/2052	$ 1,560,004.11	$ 258,315.99	$ 4,055.54	$ 4,055.54	$ 266,427.08	$ 1,301,688.12
12/15/2052	$ 1,301,688.12	$ 258,987.54	$ 3,384.00	$ 3,384.00	$ 265,755.54	$ 1,042,700.58
6/15/2053	$ 1,042,700.58	$ 259,660.83	$ 2,710.71	$ 2,710.71	$ 265,082.25	$ 783,039.75
12/15/2053	$ 783,039.75	$ 260,335.87	$ 2,035.67	$ 2,035.67	$ 264,407.21	$ 522,703.88
6/15/2054	$ 522,703.88	$ 261,012.66	$ 1,358.87	$ 1,358.87	$ 263,730.41	$ 261,691.22
12/15/2054	$ 261,691.22	$ 261,691.22	$ 680.32	$ 680.32	$ 263,051.86	$ 0.00
	TOTAL:	**$ 13,656,875**	**$ 1,035,931.06**	**$ 1,035,931.06**	**$ 15,728,737.11**	

ATTACHMENT B

"PROJECT COSTS"

COST CLASSIFICATION	ESTIMATED TOTAL COST	
1) Administrative and legal expenses	$	175,000
2) Land, structures, right-of-ways, appraisals, etc.		
3) Relocation expenses and payments		
4) Architectural and engineering fees	$	700,000
5) Project inspection fees	$	740,000
6) Site work, demolition and removal		
7) Construction	$	18,947,883
8) Equipment		
9) Miscellaneous		
10) SUBTOTAL (sum of lines 1-9)	**$**	**20,562,883**
11) Contingencies	$	502,117
12) SUBTOTAL (sum of lines 10-11)	**$**	**21,065,000**
Less project (program) income		
TOTAL PROJECT COSTS (line 12 minus 13)	**$**	**21,065,000**
SOURCE OF FUNDS		
DWEE CWSRF Loan (Principal)	$	13,656,875
DWEE CWSRF Loan Forgiveness	$	7,408,125
TOTAL PROJECT ASSISTANCE	$	21,065,000

Categories of loan eligibility are established by the Federal Act, the state Act, and state Regulation. Eligible items shall not include the costs of water rights, legal costs, fiscal agent's fees, operation and maintenance costs, and municipal or county administrative costs.

OUTLAY SCHEDULE

	2024 ESTIMATED OUTLAY		2025 ESTIMATED OUTLAY		2026 ESTIMATED OUTLAY	
January	$	-	$	-	$	-
February	$	-	$	-	$	-
March	$	-	$	1,420,887.00	$	-
April	$	-	$	1,385,234.00	$	-
May	$	-	$	-	$	2,064,197.00
June	$	-	$	3,589,488.00	$	-
July	$	-	$	-	$	2,553,954.00
August	$	-	$	-	$	-
September	$	-	$	1,848,362.00	$	-
October	$	-	$	-	$	-
November	$	-	$	-	$	-
December	$	6,754,790.00	$	1,448,088.00	$	-
ANNUAL TOTAL:	$	6,754,790	$	9,692,059	$	4,618,151
TOTAL OUTLAY:	**$**					**21,065,000**

Amounts after May 2026 are projected outlay schedule.

ATTACHMENT C

FINANCIAL CAPABILITIES ANALYSIS

CITY OF DAVID CITY, NEBRASKA
CWSRF Project No. C318068

The City of David City, Nebraska, has requested Clean Water State Revolving Fund ("CWSRF") funding assistance of $19,665,000, and an amendment of $1,400,000 for a total of $21,065,000 to rehabilitate a Wastewater Treatment Facility that needs updating and expansion, and slip-lining the southside of David City's sanitary sewer system. The City of David City is eligible for up to 37.67% CWSRF Loan Forgiveness out of the SRF SFY2024 Intended Use Plan ("IUP") Program on the initial loan of $19,665,000.

An abbreviated financial analysis is presented. The documents reviewed and used to complete this analysis are:

1. Audit reports of the City of David City for the years 2020 through 2025;

2. Clean Water Preapplication for Federal/State Assistance; and

3. Miscellaneous correspondence from the City of David City in the project file.

Analysis of the Sewer Utility:

The City of David City manages and operates a wastewater treatment system and utilizes sewer user rates for their user charge system. Table 1 displays the City of David City's general gross profit of their revenue and expenses from the operation of their sewer user charge system.

Table 1
Sewer Fund: Statement of Revenues, Expenses, and Changes in Fund Net Position

Year ending Sept. 30	*Operating Revenues (including interest income & interest expense)*	*Operating Expenses (excluding depreciation)*	*Gross Profit (Revenues minus Expenses)*
2020	$595,570	$478,896	$116,674
2021	$636,738	$492,049	$144,689
2022	$571,155	$647,619	-($76,464)
2023	$466,326	$649,910	-($183,584)
2024	$468,799	$670,672	-($201,873)
2025	$488,928	$810,349	-($321,421)

The City of David City manages their sewer system utility which generates revenue by assessing use fees on the residents and businesses in David City. The revenue stream goes toward paying for the operation and maintenance expenses incurred to operate the sewer utility. The sewer use revenues will be used to pay the debt service due to the proposed CWSRF sewer loan. The sewer system ran an operating deficit in the most recent years 2022 through 2025, as shown in Table 1.

According to the 2025 audit report, the assets of David City exceeded its liabilities and has positive balances of net position for the government as a whole. The City has invested in capital assets and utility infrastructure improvements. The above amounts do not include grant income or contributions in aid of construction related to these projects.

Outstanding Debt Analysis

The following long-term debt and liabilities are taken directly from David City's audit report: City of David City, Nebraska, Financial Statements and Supplementary Information, September 30, 2025, Note C – 4. Long-term Debt.

4. Long-term Debt

The reporting entity's long-term debt is segregated between the amounts to be repaid from governmental activities and amounts to be repaid from business-type activities.

Governmental Activities

As of September 30, 2025, the governmental long-term liabilities consisted of the following:

Bonds payable:	
On July 15, 2020, the City issued General Obligation Various Purpose Bonds, Series 2020 for $7,135,000. Interest is at 0.9 percent to 1.6 percent and maturity is December 15, 2031. The bond payments are made from the Sales Tax Fund.	$ 4,380,000
On June 30, 2021, the City issued General Obligation Sewer Bonds, Series 2021 for $540,000. Interest is 0.95 to 1.70 percent and maturity is December 15, 2036. The bond payments are made from the CDA Fund using TIF proceeds.	435,000
On July 15, 2024, the City issued General Obligation Various Purpose Refunding Bonds, Series 2024 for $900,000. Interest is 4.15 to 4.30 percent and maturity is July 15, 2034. The bond payments are made from the Debt Service Fund.	825,000
On September 15, 2023, the City issued General Obligation Bond Anticipation Notes, Series 2023C for $1,650,000. Interest is 4.35 and maturity is June 15, 2026. The bond payments are made from the CDA Fund.	1,650,000
On July 15, 2025, the City issued General Obligation Various Purpose and Refunding Bonds, Series 2025 for $4,240,000. Interest is 4.00 to 4.85 and maturity is December 15, 2040. The CDA Fund makes 69.6 percent of bond payments.	2,951,040

Governmental Activities, continued

Note payable:

On October 1, 2025, the City executed a note with the Electric Fund for $100,000 to provide financing on the police vehicles. Interest is at 4 percent due with annual payments and maturity is October 1, 2027. The payments are made by the General Fund.	100,000
Total governmental activities long-term debt	$ 10,341,040
Current portion	$ 2,497,035
Noncurrent portion	7,844,005
Total governmental long-term debt	$ 10,341,040

Business-type Activities

As of September 30, 2025, the long-term debt payable from proprietary fund resources consisted of the following:

Bonds payable:

USDA Sanitary Sewer System Revenue Bonds, Series 2020, issued July 13, 2020, with an original issue amount of $3,000,000. Due in annual installments of $93,570 commencing July 13, 2021, through July 13, 2060, interest is at 1.125 percent. The payments are made by the Sewer Fund.	$ 2,694,054
On September 15, 2023 the City issued Series 2023 Electric Revenue Bonds, with an original issue amount of $995,000. The bonds bear interest ranging from 4.40 to 4.55 percent due semiannually, with annual principal payments beginning December 15, 2023 through December 15, 2034. The payments are made by the Electric Fund.	995,000

Business-type Activities, continued

On July 12, 2023 the City issued Series 2023B General Obligation Bond Anticipation Notes, with an original issue amount of $3,575,000. The bond bears interest of 4.05 percent due semiannually beginning December 15, 2023 with principal due December 15, 2027. The payments are made by the Water Fund.	3,575,000
On July 15, 2025, the City issued General Obligation Various Purpose and Refunding Bonds, Series 2025 for $4,240,000. Interest is 4.00 to 4.85 and maturity is December 15, 2040. The Water Fund makes 30.4 percent of bond payments.	1,288,960
On June 10, 2024 the City issued Series 2024 General Obligation Sewer Bond Anticipation Notes, with an original issue amount of $2,370,000. The bond bears interest of 4.05 percent due semiannually beginning December 15, 2024 with principal due December 15, 2028. The payments are made by the Sewer Fund.	2,370,000
On June 13, 2024 the City issued Series 2024 Tax Supported Municipal Improvement Bonds, with an original issue amount of $4,070,000. The bond bears interest of 4.50 percent due semiannually beginning December 15, 2024 with principal due December 15, 2028. The payments are made by the Sewer Fund.	4,070,000

Business-type Activities, continued

Notes payable:	
Nebraska Department of Water, Environment and Energy Sewer Note Payable of $19,665,000, consisting of $7,408,125 of principal forgiveness and $12,256,875 of principal. As of September 30, 2025 only $9,348,485 of the principal has been advanced. The note will be payable in semiannual installments beginning December 15, 2024 through December 15, 2054. The note bears interest of 0.50 percent. A 0.50 percent administration fee will also be due semi-annually. The payments are made by the Sewer Fund.	9,348,485
Nebraska Department of Water, Environment and Energy Water Note Payable of $12,000,000, consisting of $6,318,000 of principal forgiveness and $5,682,000 of principal. As of September 30, 2025 only $5,536,691 of the principal has been advanced. The note will be payable in semiannual installments beginning December 15, 2025 through June 15, 2055. The note bears interest of 0.50 percent. A 0.50 percent administration fee will also be due semi-annually. The payments are made by the Water Fund.	5,536,691
Total business-type activities bonds and notes payable	$ 29,878,190
Current portion	$ 234,876
Noncurrent portion	29,643,314
Total business-type activities long-term debt	$ 29,878,190

Changes in Long-term Debt

The following is a summary of changes in long-term debt for the year ended September 30, 2025:

Type of Debt	Balance at October 1, 2024	Additions	Deductions	Balance at September 30, 2025	Amount Due Within One Year
Governmental Activities					
Notes payable	$ 957,226	$ 121,998	$ (979,224)	$ 100,000	$ 32,035
Bonds payable	10,975,000	2,951,040	(3,685,000)	10,241,040	2,465,000
Totals	$ 11,932,226	$ 3,073,038	$ (4,664,224)	$ 10,341,040	$ 2,497,035
Business-type Activities					
Notes payable	$ 3,120,700	$ 11,764,476	$ -	$ 14,885,176	$ 171,615
Bonds payable	15,016,652	1,288,960	(1,312,598)	14,993,014	63,261
Totals	$ 18,137,352	$ 13,053,436	$ (1,312,598)	$ 29,878,190	$ 234,876

Annual debt service requirements to maturity, including principal and interest, for long-term debt as of September 30, 2025, are as follows:

	Governmental Activities			
	Direct Placement		Other Debt Issues	
Year Ending September 30,	Principal	Interest	Principal	Interest
2026	$ 32,035	$ 4,000	$ 2,465,000	$ 288,499
2027	33,316	2,719	830,000	216,033
2028	34,649	1,386	845,000	203,378
2029	-	-	855,000	174,660
2030	-	-	870,000	174,937
2031-2035	-	-	2,521,240	605,810
2036-2040			1,524,200	257,439
2041	-	-	330,600	16,034
	$ 100,000	$ 8,105	$ 10,241,040	$ 1,936,790

	Business-type Activities				
	Direct Placement			Other Debt Issues	
Year Ending September 30,	Principal	Interest	Fees	Principal	Interest
2026	$ 234,876	$ 102,898	$ 72,589	$ -	$ 521,118
2027	392,070	102,949	73,353	100,000	524,788
2028	550,553	100,198	71,321	3,675,000	447,995
2029	553,714	97,038	68,888	6,550,000	231,523
2030	556,894	93,857	66,444	110,000	87,116
2031-2035	2,832,902	420,855	295,121	1,088,760	303,202
2036-2040	2,915,559	338,199	232,146	630,800	111,851
2041-2045	3,342,978	252,817	167,579	144,400	3,502
2046-2050	3,097,799	164,606	101,380	-	-
2051-2055	2,650,386	73,455	33,507	-	-
2056-2060	451,499	15,331	-	-	-
	$ 17,579,230	$ 1,762,203	$ 1,182,328	$ 12,298,960	$ 2,231,095

Financial Funding Details

The City is eligible for a 28-year CWSRF loan at a per annum interest rate of 0.5% plus an annual 0.5% administrative fee on the outstanding principal amount of $19,665,000 and a per annum interest rate of 0.75% plus an annual 0.75% administrative fee on the outstanding principal of $1,400,000. This equates to a blended per annual interest rate of 0.51994% plus an annual 0.51994% administrative fee. The CWSRF offers loan funding assistance of $21,065,000 minus $7,408,125 in loan forgiveness for a principal amount of $13,656,875. An annual debt service of $595,161 plus the CWSRF contract required 10% coverage for delinquency or loss of users, as shown in Table 2, totals $654,677 for the first-year debt service. Principal and interest repayments of SRF loans are protected by intercept statute Neb. Rev. Stat. §75-1503, which allows the Department to recover delinquent loan payments by intercepting state funds that are paid to the City of David City.

Table 2
Estimated Repayment Information

CWSRF Loan Term (years)	Interest Rate	Admin Fee	Estimated First Year Payment	First Year Payment + 10% Coverage
28	0.51994%	0.51994%	$595,161	$654,677

City of David City's CWSRF Capacity

The revenues from the City of David City sewer system utility will be dedicated to repaying the CWSRF loan. The number of users is estimated at 1,212 total connections, with 1,120 being residential. The current sewer user charge per Ordinance No. 1527, passed on February 11, 2026, is a base charge of $17.80 per month plus $5.65 per 1,000 gallons used. The estimated current monthly bill for 5,000 gallons usage would be $46.05. For the new CWSRF debt service, at least 80% of the impact from the loan forgiveness assistance will need to be targeted to reduce rates for the residential user rate class, which would limit the residential rate increase to $25.07 per user per month. Therefore, the upper limit of the residential sewer user rate is estimated at $48.22 per month.

Any commercial/industrial user charge increases to address the balance of the annual CWSRF debt service will be at the discretion of the City, but will need to average at least $233.94 per user. That discretion being, including but not limited to (a) larger facilities with significantly higher wastewater discharge totals accounting for the majority of that needed rate increase; and/or (b) the City can further increase commercial/industrial user rates to limit the increases to residential rates, but (c) cannot decrease the average projected commercial/industrial rates needed for the presented CWSRF debt service.

The projected monthly residential sewer rate is $48.22 per month, or $578.59 annually. This projected sewer rate total is 0.98% of the City of David City's median household income of $59,087 and is below EPA's 2.0% upper level of sewer rate affordability.

ATTACHMENT E

OPINION OF BORROWER'S COUNSEL

AMENDED AND RESTATED PROMISSORY NOTE OF THE CITY OF DAVID CITY, NEBRASKA

FOR VALUE RECEIVED, the undersigned on behalf of the City of David City, Nebraska, a municipal corporation and city of the second class (the "**Borrower**") executes this Amended and Restated Promissory Note of the City of David City, Nebraska (this "**Amended Note**"), and promises to pay, but solely from the sources described herein, to the order of the Nebraska Department of Water, Energy, and Environment ("**DWEE**"), or its successors and assigns, the principal sum of not to exceed Twenty Million, Sixty-Five Thousand, and 00/100 Dollars ($21,065,000), less any Loan Forgiveness as established by Section 2.01 of the Loan Agreement, to the extent disbursed pursuant to Section 2.01 and Section 2.05 of the Loan Agreement No. C318068, as amended by that certain Amendment No. 01 to Loan Agreement dated ______________, 2026 (collectively, the "**Loan Agreement**"), with interest on each such amount until paid, pursuant to Section 2.03 of the Loan Agreement between the DWEE and the Borrower. In addition, the Borrower shall pay an Administrative Fee on the outstanding principal amount of this Amended Note per annum pursuant to Section 2.04 of the Loan Agreement. The said principal, interest, and Administrative Fee shall be payable in semiannual installments each payable on June 15 and December 15 of each year in accordance with Section 2.06 of the Loan Agreement. Each installment shall be in the amount set forth in Attachment A to the Loan Agreement. The Borrower will pay any penalty or additional interest due pursuant to Section 2.06(d) of this Loan Agreement.

This Amended Note amends, restates, and supersedes that certain Promissory Note of the City of David City, Nebraska, that Borrower executed on July 9, 2024, and DWEE attested on July 15, 2024, in the original principal amount of Nineteen Million, Six Hundred Sixty-Five Thousand and 00/100 Dollars ($19,665,000.00), pursuant to that certain Amendment No. 01 to Loan Agreement dated ___________, 2026, between the Borrower and DWEE. This terms and provisions of this Amended Note shall supersede all terms and provisions of the aforementioned note.

All payments under this Amended Note shall be payable at the offices of the DWEE in Lincoln, Nebraska, and upon the assignment of this Amended Note to the NIFA, at the principal corporate trust office of a Trustee designated by the NIFA, or such other place as the DWEE may designate in writing.

This Amended Note is issued pursuant to and is secured by the Loan Agreement, as amended, and Ordinance No. 1472 and Ordinance No. ____, of Borrower (together, the "**Ordinance**"), the terms and provisions of which are incorporated herein by reference.

All payments of principal of and interest on this Amended Note and other payment obligations of the Borrower hereunder shall be limited obligations of the Borrower payable solely out of the System Revenues (as defined in the Loan Agreement) on parity with the Existing Revenue Obligations (as defined the Loan Agreement) and any Additional Revenue Obligations (as defined in the Loan Agreement) hereafter issued, as established in the Loan Agreement, and shall not be payable out of any other revenues of the Borrower. The obligations of the Borrower under this Amended Note shall never constitute or give rise to a charge against its general credit or taxing power. This Amended Note shall not be a debt of the Borrower within the meaning of any constitutional statutory or charter limitation upon the creation of general obligation indebtedness of the Borrower.

If default be made in the payment of any installment due under this Amended Note, or by the occurrence of any one or more of the Events of Default specified in Article V of the Loan Agreement, and if such Event of Default is not remedied as therein provided, or at any time thereafter, the DWEE may give notice to the Borrower that all unpaid amounts of this Amended Note then outstanding, together with all other unpaid amounts outstanding under the Loan Agreement, as amended, are due and payable immediately, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

The Borrower hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

This Amended Note and all instruments securing the same are to be construed according to the laws of the State of Nebraska. Signed and sealed, if applicable, by the following:

[SEAL] *(if applicable)*

	CITY OF DAVID CITY, NEBRASKA	NEBRASKA DEPARTMENT OF WATER, ENERGY, AND ENVIRONMENT
Attest: ____________ *(signature)*	By ____________ *(signature)*	By ____________ *(signature)*
Title City Clerk	Title Mayor	Title Director
Date ____________	Date ____________	Date ____________

ATTACHMENT F
(CONTINUED)

ASSIGNMENT OF PROMISSORY NOTE OF THE CITY OF DAVID CITY, NEBRASKA

Complete this section upon assignment of this Note to the NIFA.

Pursuant to the Pledge Agreement dated as of ______________ as amended (the "**Pledge Agreement**"), by and between the DWEE and the Nebraska Investment Finance Authority ("**NIFA**"), and the City of David City, Nebraska, dated as of ___________________, as supplemented and amended, by and between NIFA ___________________________, as trustee (the "**Trustee**"), the DWEE hereby assigns, grants and conveys any and all of the DWEE's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

Attested by:	NEBRASKA INVESTMENT FINANCE AUTHORITY
By ______________________ *(printed name)*	By ______________________ *(printed name)*
______________________ *(signature)*	______________________ *(signature)*
Title ______________________	Title Director
Date ______________________	Date ______________________

ATTACHMENT H

ORDINANCE

SEE ORDINANCE NO 1534

Council considered Ordinance No. 1544, the Annual Appropriation Bill, adopting the City's budget statement and appropriating funds for the necessary expenses and liabilities of the City of David City for the 2026-2027 fiscal year.

Ordinance No. 1544 provides for adoption of the budget statement as the City's annual appropriation bill, repeals any ordinances or resolutions in conflict with the ordinance, establishes an effective date, and authorizes publication in pamphlet form.

Council Member Keith Marvin introduced Ordinance No. 1544 adopting the budget statement to be termed the annual appropriation bill to appropriate the budget for the 2026-2027 fiscal year. Mayor Jessica Miller read Ordinance No. 1544 by Title.

Council Member Bruce Meysenburg made a motion to suspend the statutory rule requiring that an Ordinance 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 Bruce Meysenburg made a motion to approve Ordinance No. 1544 adopting the budget statement to be termed the annual appropriation bill to appropriate the budget for the 2026-2027 Fiscal Year. 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.

ORDINANCE NO. 1544

THE ANNUAL APPROPRIATION BILL

AN ORDINANCE OF THE CITY OF DAVID CITY, NEBRASKA, ADOPTING THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR THE REPEAL OF ANY ORDINANCE OR RESOLUTION IN CONFLICT THEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE THEREOF; AND TO AUTHORIZE PUBLICATION IN PAMPHLET FORM.

WHEREAS, Nebraska Revised Statue 17-706 provides that a city council of the second class shall adopt a budget statement pursuant to the Nebraska Budget Act, to be termed “The Annual Appropriation Bill”, in which corporate authorities may appropriate such sums of money as may be deemed necessary to defray all necessary expenses and liabilities of the city.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, AS FOLLOWS:

SECTION 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2026, through September 30, 2027. All sums of money contained in the budget statement are hereby appropriate for the necessary expenses and liabilities of the City of David City, Nebraska. A copy of all completed State of Nebraska Budget Forms shall be forwarded as provided by law to the Auditor of Public Accounts, State Capital, Lincoln, Nebraska, and to the County Clerk of Butler County, Nebraska, for use by the levying authority.

SECTION 2. That any ordinance or section of any ordinance passed and approved prior to or subsequent to the passage, approval, and publication or posting of this ordinance and in conflict with its provisions, is hereby appealed.

SECTION 3. This ordinance shall be published in pamphlet form and shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 9th day of September, 2026.

____
Jessica Miller, Mayor

____
Lori Matchett, City Clerk

Council considered Resolution No. 12-2026, approving an additional 1% increase in restricted funds for the 2026-2027 fiscal year.

Council Member Keith Marvin made a motion to approve Resolution No. 12-2026 approving an additional one percent (1%) increase in restricted funds. 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.

RESOLUTION NO. 12-2026

A RESOLUTION OF THE CITY OF DAVID CITY TO APPROVE AN ADDITIONAL ONE PERCENT (1%) INCREASE IN RESTRICTED FUNDS.

WHEREAS, Nebraska Revised Statute 13-519.02 provides that a governmental unit may exceed its restricted funds limit for a fiscal year by up to an additional one percent upon the affirmative vote of at least seventy-five percent of the governing body.

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

1. An additional one percent (1%) increase in restricted funds for the 2026 – 2027 budget is approved.

PASSED AND APPROVED this 9th day of September, 2026.

____
Jessica Miller, Mayor

____
Lori Matchett, City Clerk

Council considered Resolution No. 13-2026, setting the City's property tax request for the 2026-2027 fiscal year.

The City's property tax levy was set at $0.462037, representing a decrease from the prior fiscal year. Council discussed the City's continued effort to lower its levy while addressing increases in property valuations and the overall tax burden on residents.

Council Member Bruce Meysenburg made a motion to approve Resolution No. 13-2026 setting the property tax request. 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.

RESOLUTION NO. 13-2026

RESOLUTION SETTING THE PROPERTY TAX REQUEST

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of David City passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request:

NOW, THEREFORE, the Governing Body of the City of David City resolves that:

1. The 2026-2027 property tax request be set at:
2.

General Fund:	$1,273,713.12
Bond Fund:	------

3. The total assessed value of property differs from last year's total assessed value by 11.35 percent.
4. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be $0.462037 per $100 of assessed value.
5. The City of David City proposes to adopt a property tax request that will cause its tax rate to be $0.462037 per $100 of assessed value.
6. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of David City will increase (or decrease) last year's budget by 11 percent.
7. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2026.

Motion by Council member, seconded by Council member to adopt Resolution No. 13-2026.

Voting yes were:		Voting no were:
Jeremy Abel	Keith Marvin	None
Jim Angell	Bruce Meysenburg	
Rick Holland	Kevin Woita	

PASSED AND APPROVED this 9th day of September, 2026.

____
Jessica Miller, Mayor

____
Lori Matchett, City Clerk

Council considered Resolution No. 14-2026, authorizing the carry forward of unused budget authority for the 2026-2027 fiscal year.

Council Member Keith Marvin made a motion to approve Resolution No. 14-2026 carrying forward the unused budget authority. 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.

RESOLUTION NO. 14-2026

A RESOLUTION OF THE CITY OF DAVID CITY
TO CARRY FORWARD THE UNUSED BUDGET AUTHORITY

WHEREAS, Nebraska Revised Statute 13-521 provides that a governmental unit may choose not to increase its total of restricted funds by the full amount by law in a particular year. In such cases, the governmental unit may carry forward to future budget years the amount of unused restricted funds authority.

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

1. The unused budget authority of $60,957.14 from the 2025 - 2026 budget shall be carried forward to the 2025 - 2026 budget of the City of David City, Nebraska.

PASSED AND APPROVED this 9th day of September, 2026.

____
Jessica Miller, Mayor

____
Lori Matchett, City Clerk

Mayor Jessica Miller opened the public hearing at 8:07 p.m. to receive comments regarding the proposed One-Year and Six-Year Street Improvement Program for the City of David City.

It was explained that the street improvement program is prepared annually and identifies potential street and transportation projects the City would like to accomplish. Council emphasized that projects included in the plan represent anticipated or desired improvements and do not necessarily mean that all listed projects will be completed or funded within the identified timeframe.

Council discussed the two proposed roundabout projects, which account for approximately

$4.1 million of projects identified in the plan. The City continues to pursue outside funding for the projects, with the Bruno Spur roundabout identified as the first priority and the proposed roundabout near Casey's and Aquinas as the second priority.

Council clarified that the State has approved the plans for the proposed roundabouts, but funding has not been secured. The City has requested federal funding assistance through Nebraska's congressional offices and will continue pursuing state and federal funding opportunities before proceeding with construction.

There being no additional public comment, the public hearing was closed at 8:09 p.m.

It was then discovered that formal action on the One-Year and Six-Year Street Improvement Program was inadvertently placed incorrectly in the electronic agenda system. No action was taken, and the matter will be placed on the next City Council agenda for consideration and formal action.

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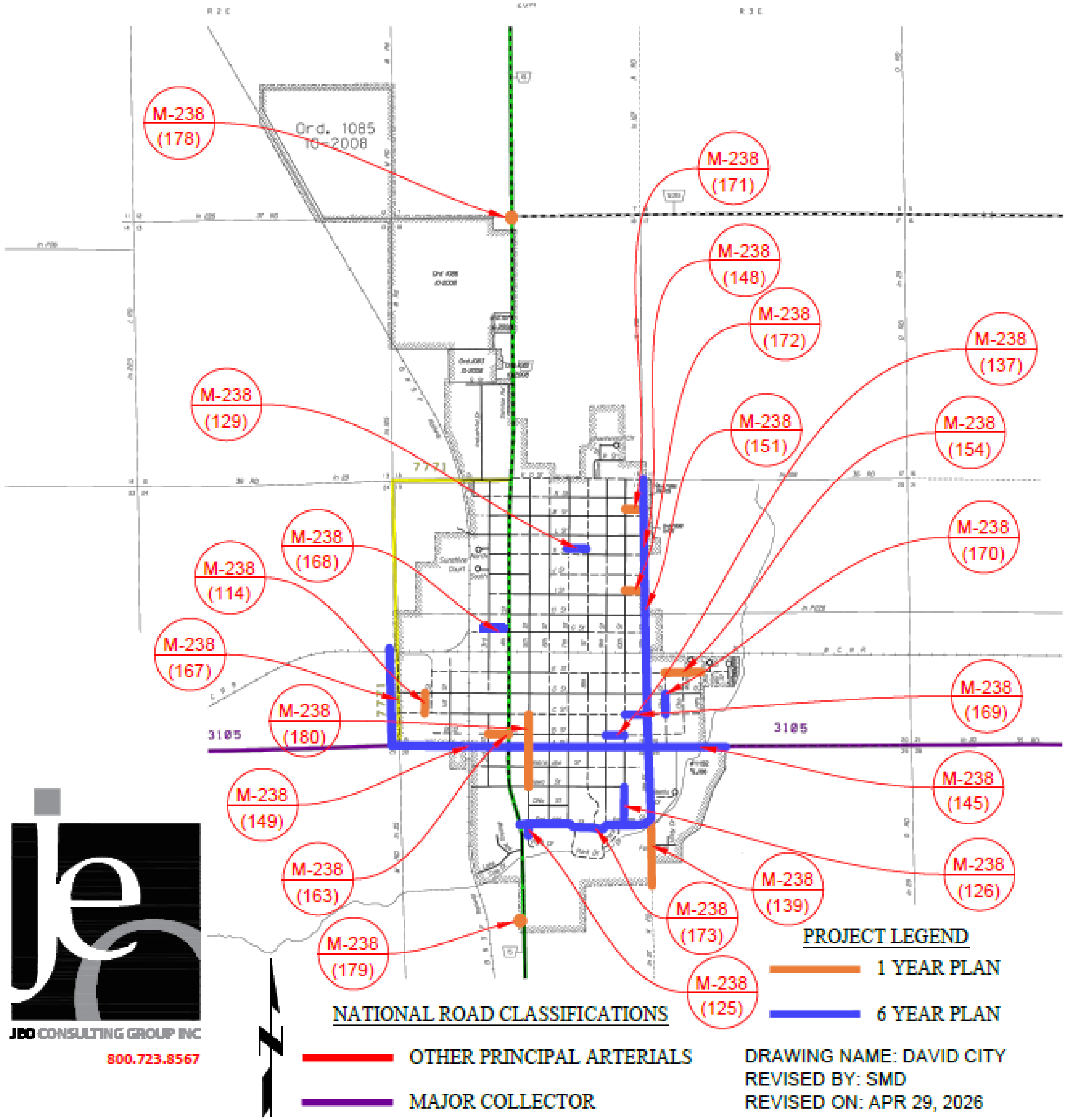
Completed Projects (FY 25/26)					City of David City	
Project #	**Street Name**	**Start**	**End**	**Description of Work**	**Length (mi)**	**Final Cost**
M-238(177)	Nebraska St.	10th St.	11th St.	Existing Gravel Street to Concrete Pavement and Drainage	0.04	$ 190,000

One Year Plan - Fiscal Year 2026/2027 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 7" Concrete Street	0.08	$ 136,500
M-238(139)	11th Street	Kansas St.	Cemetery	Existing Gravel Street to 27' Wide 7" Concrete Street (NIC Bridge)	0.48	$ 341,250
M-238(154)	"E" Street	12th St.	14th St.	Existing Asphalt Street to 27' Wide 7" Concrete Street	0.22	$ 367,500
M-238(163)	"B" Street	3rd St.	4th St.	Existing Asphalt Street to 27' Wide 7" Concrete Street	0.08	$ 131,250
M-238(171)	"M" Street	10th St.	11th St.	Existing Asphalt Street to 28' Wide 7" Concrete Street	0.08	$ 141,750
M-238(172)	"I" Street	10th St.	11th St.	Existing Asphalt Street to 28' Wide 7" Concrete Street	0.08	$ 141,750
M-238(178)	Hwy 15	Cooperative Way		Intersection, Concrete Paving, Drainage Inprovements	0.25	$ 2,625,000
M-238(179)	Scout Lane	Hwy 15		Intersection Improvements, Concrete	0.25	$ 1,575,000
M-238(180)	5th Street	C Street	Iowa Street	Existing Asphalt Street with Curb & Gutter to New 7" Concrete Street	0.3	$ 1,050,000

Six Year Plan - Fiscal Year 2026/2027 to 2031/2032 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 7" Concrete Street	0.5	$ 183,750
M-238(126)	10th Street	Kansas St.	Iowa St.	Existing Grave Road to 27' Wide 7" Concrete Street	0.14	$ 262,500
M-238(129)	"K" Street	7th St.	8th St.	Existing Asphalt Street to 28' Wide 7" Concrete Street	0.07	$ 120,750
M-238(137)	"B" Street	9th St.	10th St.	Existing Asphalt Street to 27' Wide 7" Concrete Street	0.07	$ 120,750
M-238(145)	"A" Street	Hwy 15	East Corporate Limits	Existing Bituminous Street with Asphalt Overlay	1.05	$ 367,500
M-238(148)	11th Street	"O" St.	"H" St.	Existing Asphalt Street to 32' Wide 8" Concrerte Street	0.5	$ 1,575,000
M-238(149)	"A" Street	Hwy 15	County Road M	Existing Asphalt Street to 27' Wide 8" Concrete Street	0.42	$ 892,500
M-238(151)	11th Street	"H" St.	"A" St.	Existing Asphalt Street to 32' Wide 8" Concrerte Street	0.82	$ 2,520,000
M-238(167)	"M" Road	"A" St.	CNRR	Existing Asphalt Street to 27' Wide 7" Concrete Street	0.37	$ 735,000
M-238(168)	"G" Street	3rd St.	4th St.	Existing Asphalt Street to 24' Wide 7" Concrete Street	0.07	$ 120,750
M-238(169)	"C" Street	10th St.	10th St.	Existing Asphalt Street to 24' Wide 7" Concrete Street	0.07	$ 120,750
M-238(170)	12th Street	"C" St.	"D" St.	Existing Asphalt Street to 24' Wide 7" Concrete Street	0.07	$ 120,750
M-238(173)	Kansas Street	4th St.	11th St.	Existing Asphalt Street to 28' Wide 7" Concrete Street	0.55	$ 1,181,250

DAVID CITY, NEBRASKA
ONE AND SIX YEAR PLAN
FISCAL YEAR
26/27-31/32



DRAWING NAME: DAVID CITY
REVISED BY: SMD
REVISED ON: APR 29, 2026

Council discussed the purchase of AMI towers and related equipment for the Neptune 360 system to provide automated water meter readings. Staff reported on a recent meeting with representatives from Neptune and Municipal Supply regarding the proposed system and its implementation.

The current quote is valid through December 31, 2026. The initial cost for the two-tower AMI system is $67,968, with an estimated annual fee of $13,360, plus cellular data service. The City may be able to utilize its existing Verizon service for cellular data. No additional software cost is anticipated and refresher training for office staff is included.

The proposed system would allow approximately 84-85% of the City's water meters to be read automatically on a daily basis, significantly reducing the amount of time City employees currently spend driving throughout the community to obtain meter readings. The existing AMR system would continue to be utilized for meters that cannot be reached by the AMI towers.

Staff explained that daily readings would also provide the City with more timely water-usage information and assist in identifying potential leaks or unusually high consumption. This would allow staff to contact customers sooner when continuous or abnormal water usage is detected.

One tower is proposed to be located at the Frontier Cooperative south elevator, which will require a lease agreement with Frontier Cooperative. The agreement will be provided to the City Attorney for review. The second tower is proposed for the old water tower. Existing infrastructure at the proposed locations may minimize the need for additional electrical work. Implementation is estimated at approximately one to two months, depending upon completion of the lease agreement and any electrical requirements.

Council noted that an AMI system had previously been approved; however, the prior quote expired. The current proposal provides additional detail regarding equipment, annual costs, coverage, and implementation.

Council Member Bruce Meysenburg made a motion to approve purchase of the Neptune 360 AMI towers and equipment for $67,968. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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Municipal Supply, Inc.

Municipal, Contractors & Industrial Supplies
21644 William Circle Gretna, NE 68028
402-408-0500 1-844-417-7370
FAX 402-408-0499

August 14, 2026

David City Utilities
% Anthony Kobus & Daniel Sobota
1220 E Street
David City, NE 68632-0191

Dear Anthony and Daniel:

As per our conversation, please see our David City (NE) - R900v4 AMI Opportunity A63062.

Opportunity is for the 2 - R900v4e Gateways. Please remember at the next N360 renewal for David City (NE) the renewal will also have N360 AMI and N360 AMR based on how the R900 units read..

Neptune R900 AMI System

2	Professional AMI Services **Annual** (Per Collector) - Only available at time of purchase 13699-106	6,680.00	13,360.00
2	R900 Gateway with Verizon/AT&T Cellular Modem 15155-000	13,588.00	27,176.00
2	UPS Outdoor System Assembly - Wall / Pole Version R900 Gateway - Power Option 13070-100	3,206.00	6,412.00
2	R900 Gateway RF Antenna 13146-100	510.00	1,020.00
2	Approximate Expense for installation of Gateways (By others)	10,000.00	20,000.00
		Total:	$67,968.00

Note:
Customer Responsibility for Cellular Plan
Customer Responsibility to Provide AC Power to Gateway Collectors

If you have any questions or if we can be of any further assistance, please do not hesitate to give us a call.

Sincerely,

Todd A. Speth

Todd A. Speth
Territory Manager

CC: Nick Cline

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Migrate and Automate with Confidence

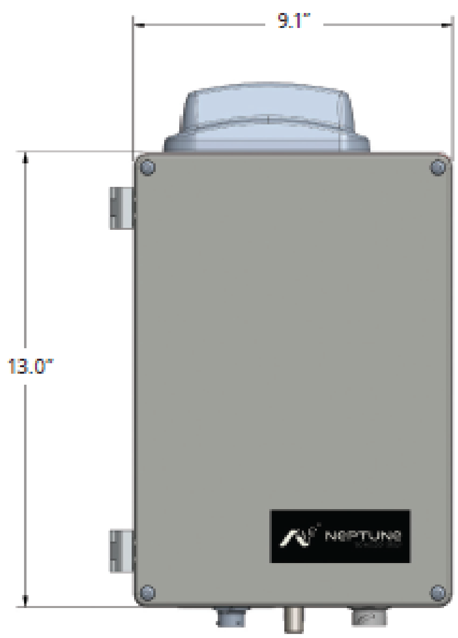
Neptune® R900® System: Gateway Fixed Network Data Collector

The R900® Gateway helps you quickly identify and fix water-related issues by forwarding meter data from R900® System endpoints. It processes multiple meter readings at once, ensuring you get timely alerts for problems like leaks, reverse flow, and days of no flow, which improves your operations and customer support.

The gateway sends 15-minute meter data updates to the head-end software immediately and continuously, enabling quick verification of AMI connectivity during installation. It also supports remote firmware and configuration updates, reducing the need for on-site visits. The gateway integrates easily into the R900® System, allowing you to transition from a walk-by or mobile AMR system to AMI without reprogramming endpoints. The new gateway architecture includes strong security measures based on the latest NIST recommendations and advanced cybersecurity research.

- Migrate to AMI at your own pace and without reprogramming of endpoints
- Add on-demand read capability
- Maintain compatibility with existing deployed endpoints
- Get meter data updates every 15 minutes for real-time customer service
- Verify AMI connectivity on-site during installation
- Update configuration and firmware remotely

NEPTUNE
TECHNOLOGY GROUP
#winyourday



Specifications

Receiver

- Dimensions: 13 x 9.1 x 7.2 inches (330 x 231 x 183 mm)
- Weight: 21 lb (9.53 kg) without mounting bracket
- 910-920 MHz
- 50-channel software-defined
- Send meter readings to the head-end software immediately upon receipt
- Capable of handling at least 25,000 R900 endpoints

Installation Options

- Rooftop
- Pole (2" – 16" diameter)
- Wall
- Water towers
- Street lights

Power Supplies

- 100-140 VAC UPS
- 195W Solar UPS
- 220W Solar UPS

Battery Backup

- AC version – UPS provides 8 hours battery backup
- Solar version – 3-day backup battery

Backhaul Options

- Multi-carrier cellular modem
- Private LAN compatibility via RJ-45 Ethernet Connection

Environmental

- NEMA 4X enclosure
- Operating temperature: -22°F to +140°F (-30°C to +60°C)
- Storage temperature: -40°F to +185°F (-40°C to +85°C)
- 5-95% non-condensing humidity

neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

Neptune® AMI Services

Neptune's AMI Services product is a fully managed R900® AMI network service provided to water utilities in the deployment and ongoing management of AMI systems. Neptune AMI Services provides the utility with the installation, project management, and ongoing monitoring, operation, upkeep, and maintenance of a utility-owned fixed network. Neptune AMI Services allows a utility to maintain system integrity without adding staff/support as well as removes the uncertainty of the network lifecycle.

Description of Services

During the term of the AMI Services contract, the following will be provided.

- Project management including network design, site surveys, installation, and ongoing support.
- All ongoing network operational expenses related to any network elements including data backhaul.
- Proactive 24 x 7 x 365 network monitoring via Network Operations Center (NOC).
- Repair and/or replacement of network infrastructure and other network components as needed to maintain the Service Level Objective.
- Regular upgrades of network gateways if needed.
- Regular software updates of all network elements including the network server and gateway firmware.

The utility will own the AMI network equipment and is responsible for the site conditions. The installation and maintenance of the meter devices is the responsibility of the Customer and/or their subcontractor.

Service Level Objectives

- Neptune will use commercially reasonable efforts to ensure that the gateways and network equipment are operating and collecting available readings throughout the duration of the contract. If the gateways or system are not operational, Neptune will take all necessary actions to respond within the outlined Network Response Time Objectives.
- In the event that system-wide service is disrupted or unavailable for an extended period of time as a result of Neptune's actions or inactions, and the network is unable to be restored in a timely manner, Neptune can provide alternate means to capture readings.

Network Response Time Objectives

a) Response Time Objective: The following table outlines the estimated initial response time objectives for support requests.

Severity	Description	Response Time
Critical	Gateway(s) have not synchronized within past 72 hours.	Within four (4) hours following reported issue
Major	Gateway(s) have not synchronized within past 48 hours.	Within 12 hours following reported issue

b) Field Response Time Objective: In the event that a gateway goes down, our field response team is typically onsite within two business days of the "critical event" and service is typically restored (including the replacement of the gateways within five business days of the critical event. In the event that the outage is related to force majeure, response and resolution times will be dependent on the ability to safely deploy the field operations team.

Neptune will provide the final resolution as promptly as reasonably possible, depending upon the severity of the issue and resources involved, consistent with its obligation to provide substantial up-time for this project.

Data Ownership and Confidentiality

The utility customer grants Neptune the right and license to access meter location data solely for the purposes of network design and providing the Network Service. Any asset and meter location data provided to Neptune by the customer remains the property of the customer. Data will not be shared by Neptune with other parties without permission, and shall be treated as confidential by Neptune.

Customer Site Use

In the event customer-owned site locations are used for network infrastructure placement, the customer will provide 24x7 access to these assets for Neptune to install, maintain, operate, service, replace, reconfigure, or relocate the AMI network infrastructure as required for the contract Term (including renewal periods) to support Neptune AMI Services.

Disclaimer of Warranties

OTHER THAN THE SERVICE LEVELS LISTED ABOVE, NEPTUNE DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO SUCH SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEPTUNE EXPRESSLY DISCLAIMS SUCH WARRANTIES AND CONDITIONS.

NEPTUNE TECHNOLOGY GROUP

#winyourday
neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

Council considered a proposal from JEO Consulting Group for engineering services related to sewer improvements near the David City Municipal Airport and a water main extension along A Street. It was noted that providing sewer service to the airport area had been contemplated for several years following annexation and remains an infrastructure priority.

Ethan Joy with JEO Consulting Group explained that the project consists of two primary components. The first would construct a lift station near the airport with gravity sewer collection and a force main extending north to connect with the City's existing sewer system. The proposed system would serve existing airport-area buildings currently utilizing septic systems, potential new construction, and future development in the surrounding area. Council requested that the design consider, where practical, the ability to accommodate potential future development west and south of the airport.

The second component would extend an eight-inch water main east along A Street to provide service to proposed residential development within the City limits and facilitate additional future development. The initial design would terminate the water main rather than create a complete loop. Council discussed the benefits of eventually looping the system to improve water circulation and reduce the need for flushing; however, extending the line sufficiently to create a loop would require substantial additional infrastructure and potentially a railroad crossing. Council requested that alternatives and associated costs be considered during design.

JEO Consulting Group's proposal includes surveying, design, bidding, construction administration, construction inspection, and related engineering services for the improvements.

Staff also noted that the existing septic system serving the airport area currently requires weekly pumping and will require interim repairs or another temporary solution to maintain service through the upcoming winter while the permanent sewer project is being developed.

Council Member Keith Marvin made a motion to accept the JEO Consulting Group proposal for engineering services for the airport sewer and water/sewer extension projects. 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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AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of the date signed by Client ("Effective Date") between **City of 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:

2026 Airport Sewer Lift Station Improvements ("Project").

JEO Project Number: **261793.00**

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

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

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 Client Responsibilities

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

ARTICLE 3 - COMPENSATION

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:

Project Management	$8,500 Lump Sum
Preliminary Design	$87,000 Lump Sum
Final Design and Permitting	$64,000 Lump Sum
Bidding and Negotiation	$7,600 Lump Sum
Construction Administration	$68,000 Lump Sum
Post Construction	$12,500 Lump Sum
Construction Observation	$42,000 Hourly *
Total Estimated Fee	**$289,600**

* Engineer's estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement. Owner shall notify Engineer if they wish for the Engineer to reduce or stop providing hourly services. Engineer shall be paid for all services rendered up to being notified.

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

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions
Exhibit C – Aiport Sewer Map

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: **City of David City**	JEO Consulting Group, Inc.
______________________	______________________
By: **Jessica Miller**	By: **Ethan E. Joy, PE**
Title: **Mayor**	Title: **Branch Manager / Principal Engineer**
Date Signed: ______________	Date Signed: ______________
Address for giving notices:	Address for giving notices:
490 E Street	**1909 Dakota Avenue**
P.O. Box 191	**South Sioux City, NE 68776**
David City, NE 68632	

Council considered a proposal for geotechnical testing services associated with the Water Treatment Plant Backwash Force Main Project.

It was reported that installation of the force main piping is substantially underway, with work currently occurring near the Water Treatment Plant. Geotechnical services will be needed to perform limited soil compaction testing and concrete testing as the disturbed areas are restored.

The proposed services are expected to require only one or two site visits. Thiele Geotech Inc. provided an estimate of $1,958.00 for the required testing.

Council Member Keith Marvin made a motion to approve the Thiele Geotech Inc. estimate for the David City Water Treatment Backwash Force Main soil testing in the amount of $1,958.00. Council Member Rick Holland seconded the motion. The motion carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea. Yea: 6, Nay: 0.

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Thiele Geotech Inc

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

September 3, 2026

**RE: PROPOSAL FOR MATERIAL TESTING SERVICES
DAVID CITY WTP – BACKWASH FORCE MAIN, 1220 E ST., DAVID CITY, NEBRASKA**

Enclosed is our proposal for material testing services on the referenced project. The accompanying proposal describes the testing services that will be provided, the applicable unit rates, and the contract terms.

Please review this proposal and confirm your acceptance at your earliest convenience by returning a signed copy to our office.

Thiele Geotech is an accredited laboratory as required by virtually all governing agencies and specifications. Thiele Geotech participates in the AASHTO resource program and the Cement and Concrete Reference Laboratory (CCRL) program. Our laboratory accreditation covers numerous test methods for the analysis of soils, aggregates, concrete and asphalt testing. Thiele Geotech has nationwide approval (validation) by the Department of the Army Corps of Engineers to provide construction materials testing.

We look forward to working with you on this project. If you have any questions, please call.

Respectfully,
Thiele Geotech, Inc.

Ben Hauger

Ben Hauger, E.I.

Enclosures

R:\PROPOSAL\BEN HAUGER\MATERIAL\DAVID CITY WTP - BACKWASH FORCEMAIN- MATERIAL TESTING\DAVID CITY WTP - BACKWASH FORCEMAIN - MATERIAL TESTING PROPOSAL.DOCX

Proposal for Material Testing Services
David City WTP – Backwash Force Main
1220 E Street
David City, Nebraska
September 3, 2026

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the referenced project. The following sections detail services that may be provided. A listing of applicable unit rates is attached in Exhibit A and the contract terms are attached in Exhibit B.

SCOPE OF SERVICES – MATERIALS TESTING

Material testing on this project may consist of the following services:

1. Observation of site stripping and proof-rolling
2. Compaction tests on structural fill and backfill
3. Compaction tests on pavement subgrades
4. Appurtenant laboratory tests on soil & concrete
5. Engineering consultation, reports, and project management

Test procedures, requirements, frequency, and locations will be as set forth in the plans and specifications or as directed by the Architect/Engineer or field representative. Testing will be conducted on an "on-call" basis.

ESTIMATED COST & BILLING

Material testing services will be billed at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services is estimated at $1,958. This cost estimate is not intended as a not-to-exceed or lump-sum cost. The number of tests performed is highly dependent upon numerous factors beyond our control, including weather conditions, the contractor's schedule and performance, and the amount of discretionary testing requested. Consequently, the actual cost may be higher or lower than the estimated cost. We will bill only for the tests actually performed, and not on any lump sum or minimum cost basis.

EXHIBITS

Exhibit A - Unit Rate Schedule
Exhibit B - General Conditions

THIELE GEOTECH, INC.

By: Josh Kankovsky

Joshua J. Kankovsky, P.E.
jkankovsky@thielegeotech.com
13478 Chandler Road
Omaha, Nebraska 68138-3716
402/556-2171

CLIENT:

Signed By: Jessica Miller Date: 9-9-26

Name: Jessica Miller

Email: JMILLER@DAVIDCITYNE.GOV

Address: 490 E Street

City, State: David City, NE 68632

Phone: 402-367-7993

Accounts Payable Contact:
DEPUTY CLERK

Accounts Payable Email:
DEPUTYCLERK@DAVIDCITYNE.GOV

Council was scheduled to consider a request from Mason Samek of Par IV to reinstate Keno within the city limits of David City.

Staff reported that Mr. Samek was contacted prior to the meeting and reminded that the item was on the agenda. Samek subsequently withdrew his request after conducting additional research and determining that the requirements associated with offering Keno did not align with his plans for the business.

No action was taken, as the request to reinstate Keno was withdrawn.

Council Member Jim Angell made a motion to adjourn at 8:29 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
September 9, 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 September 9, 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

CHECK APPROVAL LIST - COUNCIL

City of David City • September 9, 2026

Department / Fund	Vendor	Invoice Description	Amount
CITY FUNDS			
GENERAL	AMAZON CAPITAL SERVICES	Supplies; paper; Folders, telephone phone cords	$298.99
	AMERICAN EXPRESS	Open AI and Arlo	$140.90
	APPLIED CONNECTIVE TECHNOLOGIE	Service	$704.96
	BAIRD HOLM LLP	Attorney Fees	$3,109.00
	COLUMN SOFTWARE PBC	General Legal Notice; legal notice	$397.62
	DAVID CITY PAYROLL ACCOUNT	401a portion of deferred compensation; 401a Portioin; Health Insurance	$10,756.40
	EAKES OFFICE SOLUTIONS	Copier Service	$521.02
	FIRST NATIONAL BANK OF OMAHA	AI, otter business, website, lodging, lunch, i	$1,198.57
	LEAGUE OF NEBR. MUNICIPALITIES	League of NE Municipalities Memership due	$10,862.00
	LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	$46.38
	PITNEY BOWES	Lease	$198.66
	QUILL CORPORATION	supplies	$58.82
	STAPLES	supplies	$315.22
	STEAGER LAWN SERVICE	Petersen property clean up	$1,907.00
	TIME MANAGEMENT SYSTEMS, INC.	Monthly Software Subscription & Support	$96.75
	WASTE CONNECTIONS OF NE	Garbage Service	$17.60
	Total GENERAL		**$30,629.89**
BUILDING PERMIT FUND	APPLIED CONNECTIVE TECHNOLOGIE	Service	$103.33
	BAIRD HOLM LLP	Attorney Fees	$682.50
	CLOUDPERMIT INC.	Building Permit software , mobile app	$4,550.00
	DAVID CITY PAYROLL ACCOUNT	401a portion of deferred compensation; 401a Portioin	$5,406.92
	FIRST NATIONAL BANK OF OMAHA	AI, otter business, website, lodging, lunch, i	$10.48
	KOBZA MOTORS	Dodge Dakota - tire repair	$27.90
	NORTHSIDE INC.	Fuel and Car Wash	$53.99
	WEX BANK	Fuel	$2.04
	Total BUILDING PERMIT FUND		**$10,837.16**
CREATIVE DISTRICT	BUTLER PUBLIC POWER DISTRICT	Electric Service - Airport, Billboard	$32.90
	DAVID CITY UTILITIES	Utility Service	$93.98
	Total CREATIVE DISTRICT		**$126.88**
STREET	AKRS EQUIPMENT	John Deere 345 Service Work; John Deere 4450 Alternator; Shield, Washer, Bushing; Screw; Boom mower harness; Washer, valve, compressor; Alamo RM180 Setup	$3,540.30
	ALEX PALIK	jeans	$117.68
	APMS INC	Asphalt Services	$167,962.00
	APPLIED CONNECTIVE TECHNOLOGIE	Service	$251.33
	ARPS	grass bin	$3,826.38
	BAIRD HOLM LLP	Attorney Fees	$2,681.25
	BUTLER COUNTY LANDFILL INC.	scrap bin trash	$49.07
	BUTLER COUNTY WELDING	HI test, slip hook	$23.73
	CATHER & SONS CONSTRUCTION INC	asphalt	$489.15
	CENTRAL SAND & GRAVEL CO.	road gravel	$5,782.79
	DAVID CITY ACE HARDWARE	Screws for forming concrete; bits, driver	$213.97
	DAVID CITY PAYROLL ACCOUNT	401a portion of deferred compensation; 401a Portioin; Health Insurance	$21,708.80
	DAVID CITY UTILITIES	Phones	$20.25
	DC DOOR COMPANY	door and opener installation	$15,898.00
	DIVERSIFIED SAFETY & COMPLIANCE	random drug testing, breath testing - N. Zru	$150.00
	JACKSON SERVICES, INC.	Supplies	$31.73
	JEO CONSULTING GROUP	DC 5th street improvements; DC Scout Lane and Hwy 15 intersection im	$45,809.50
	KOBZA MOTORS	tire repair; factory flaw in wheel (not under warranty)	$1,356.34
	LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	$39.43
	MID-AMERICAN RESEARCH CHEMICA	weed spray chemical	$760.00
	MOMAR, INC.	Wash n Shine	$432.79

CHECK APPROVAL LIST - COUNCIL

City of David City • September 9, 2026

Department / Fund	Vendor	Invoice Description	Amount
	MURPHY TRACTOR & EQUIPMENT CO	work on John Deere 524K; returned parts for john deere 524k	$1,151.79
	NEBRASKA DEPT. OF REVENUE	Sales Tax - July 2026	$5.20
	NICK ZRUST	jeans	$78.92
	NORTHSIDE INC.	2001 Sterling - tire patch; Dump truck - Western Star - Tire repairs; tire patch	$168.22
	REARDON LAWN & GARDEN	rapid super	$84.00
	REHMER AUTO PARTS	fiberglass ext pole, brush head	$65.78
	RERUCHA AG AND AUTO SUPPLY	Returned item; exhaust fluid; battery	$173.56
	SACK LUMBER COMPANY	Concrete forming; Grass bin form board; concrete	$127.81
	SUNBELT RENTALS, INC.	Trench roller with remote	$1,111.02
	VANDENBERG ELECTRIC & COMMUNI	wiring to new doors	$2,128.87
	VERIZON WIRELESS	Wireless Service	$40.01
	WASTE CONNECTIONS OF NE	Garbage Service	$68.93
	WEX BANK	Fuel	$336.91
	WINDSTREAM	Telephone Service	$65.66
	Total STREET		**$276,751.17**
POLICE DEPARTMENT	AMAZON CAPITAL SERVICES	shirts and hats; Hat; Supplies	$1,013.48
	AMERICAN EXPRESS	Open AI and Arlo	$25.00
	APPLIED CONNECTIVE TECHNOLOGIE	Service	$280.71
	BAIRD HOLM LLP	Attorney Fees	$975.00
	COLUMN SOFTWARE PBC	General Legal Notice	$16.92
	DAVID CITY ACE HARDWARE	Sync cable, cell phone car mount; Staples, ear bud, key fab; Air fresheners, cell phone car mount, charg; Survellence cameras and evidence key; Edivence supplies for Lukassen case	$434.10
	DAVID CITY ELECTRIC DEPT.	Loan Payment	$36,034.85
	DAVID CITY PAYROLL ACCOUNT	401a portion of deferred compensation; 401a Portioin; Health Insurance	$52,761.62
	DAVID CITY UTILITIES	Phones	$48.75
	DC DOOR COMPANY	Install receiver	$300.00
	FIRST NATIONAL BANK OF OMAHA	AI, otter business, website, lodging, lunch, i	$1,601.37
	FRONTIER COOPERATIVE COMPANY	Fuel	$62.09
	GREAT PLAINS UNIFORMS	Name plate; Back panel; Uniform - J Winkler	$1,407.45
	HARTMAN AUTO REPAIR	2023 Charger oil change; Tahoe - pedal sensor	$344.91
	LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	$64.17
	NANCY A. KRENK LLC	Cleaning Service - Aug 2026	$80.00
	NEBRASKA NARCOSTICS OFFICERS A	NNOA Conference registration - D. Betzen,	$525.00
	STAPLES	Devin's Back Up	$66.99
	THE EMBLEM AUTHORITY	Shirts	$1,030.00
	VERIZON WIRELESS	Wireless Service	$697.98
	WEX BANK	Fuel	$2,607.17
	Total POLICE DEPARTMENT		**$100,377.56**
SWIMMING POOL	DALE'S FOOD PRIDE	Cleaning supplies	$18.56
	DAVID CITY ACE HARDWARE	Pressure Washer	$189.99
	DAVID CITY ELECTRIC DEPT.	Electric Service	$1,950.92
	DAVID CITY PAYROLL ACCOUNT	401a portion of deferred compensation	$12,637.34
	DAVID CITY WATER DEPARTMENT	Water Service	$168.16
	HAILEY GLODOWSKI	Certified Pool Operator - H Glodowski	$390.00
	NEBRASKA DEPT. OF REVENUE	Sales Tax - July 2026	$891.97
	WASTE CONNECTIONS OF NE	Garbage Service	$49.59
	WINDSTREAM	Telephone Service	$147.37
	Total SWIMMING POOL		**$16,443.90**
PARK	BAIRD HOLM LLP	Attorney Fees	$2,323.75
	BUTLER COUNTY WELDING	goal post parts	$20.00
	DAVID CITY ACE HARDWARE	gloves; Tape and silicone; Blinds	$61.55

CHECK APPROVAL LIST - COUNCIL

City of David City • September 9, 2026

Department / Fund	Vendor	Invoice Description	Amount
	DAVID CITY PAYROLL ACCOUNT	401a portion of deferred compensation; 401a Portioin; Health Insurance	$7,391.44
	DAVID CITY UTILITIES	Phones	$40.25
	GRAINGER	First aid kit	$38.94
	NEBRASKA DEPT. OF REVENUE	Sales Tax - July 2026	$50.68
	NORTHSIDE INC.	Fuel	$87.64
	RERUCHA AG AND AUTO SUPPLY	parts	$29.96
	SACK LUMBER COMPANY	shims	$13.99
	SLOUP LAWN CARE	Grass Seed	$606.63
	VERIZON WIRELESS	Wireless Service	$53.51
	WASTE CONNECTIONS OF NE	Garbage Service	$68.94
	WEX BANK	Fuel	$127.48
	Total PARK		**$10,914.76**
RECREATION PROGRAM	AKRS EQUIPMENT	Turf guard, oil filter	$25.77
	APPLIED CONNECTIVE TECHNOLOGIE	Service	$15.13
	AQUINAS HIGH SCHOOL	Concessions	$2,169.17
	BAIRD HOLM LLP	Attorney Fees	$4,322.50
	BRIDGING OUR COMMUNITY	Concessions	$4,012.55
	CATHER & SONS CONSTRUCTION INC	Limestone	$365.29
	CATHOLIC DAUGHTERS	Concessions	$1,157.94
	DAVID CITY ACE HARDWARE	hand transplanter; cloth; cleaning supplies; trash can and trash bags; screws; parts; bondo; supplies	$378.22
	DAVID CITY PAYROLL ACCOUNT	401a portion of deferred compensation; 401a Portioin; Health Insurance	$8,893.51
	DAVID CITY UTILITIES	Utility Service	$9,193.57
	DIDIER'S GROCERY, INC.	concession food, napkins; concession stand items; sunflower seeds	$345.14
	FRIENDS OF DAVID CITY	Concessions	$1,490.30
	FRONTIER COOPERATIVE COMPANY	chemicals	$60.00
	LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	$9.87
	NEBRASKA DEPT. OF REVENUE	Sales Tax - July 2026	$182.96
	NEMAHA SPORTS CONSTRUCTION	DC Youth Ball Field; DC Youth Ball Fields	$33,505.00
	RIVERSIDE PORTABLES LLC	Portable Restrooms; portable restroom	$731.46
	SACK LUMBER COMPANY	Eagle Scout Project - T Jahde; trim, door, lap siding; lumber; screw, hinge	$1,381.58
	WASTE CONNECTIONS OF NE	Garbage Service	$63.91
	WEX BANK	Fuel	$368.57
	WILLIAM REITER	mileage	$76.92
	Total RECREATION PROGRAM		**$68,749.36**
LIBRARY	AMAZON CAPITAL SERVICES	Books; Book; Square register; Office supplies, toiletries; Staples	$2,148.15
	APPLIED CONNECTIVE TECHNOLOGIE	Service	$95.00
	BLACK HILLS ENERGY	Gas service - Library	$63.72
	CHARTER COMMUNICATIONS	Digital Phone and Roadrunner	$110.00
	DAVID CITY PAYROLL ACCOUNT	401a portion of deferred compensation; 401a Portioin	$9,777.26
	DAVID CITY UTILITIES	Phones	$40.00
	EAKES OFFICE SOLUTIONS	Copier Service	$371.80
	LUCIA WATTS	Books, stamps, NLA Membership	$210.07
	MIDWEST TAPE	Digital audio books, movies, ebooks	$516.59
	WASTE CONNECTIONS OF NE	Garbage Service	$17.60
	Total LIBRARY		**$13,350.19**
RV CAMPGROUND	DAVID CITY ELECTRIC DEPT.	Electric Service	$825.75
	DAVID CITY PAYROLL ACCOUNT	401a portion of deferred compensation	$435.36
	NEBRASKA DEPT. OF REVENUE	Sales Tax - July 2026	$485.19
	STEAGER IRRIGATION LLC	Replace EZ decoder at RV Park; Service	$1,170.00
	WASTE CONNECTIONS OF NE	Garbage Service	$137.87
	WEX BANK	Fuel	$122.20

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Department / Fund	Vendor	Invoice Description	Amount
	Total RV CAMPGROUND		$3,176.37
AUDITORIUM	APPLIED CONNECTIVE TECHNOLOGIE	Service	$102.20
	DAVID CITY ELECTRIC DEPT.	Electric Service	$568.70
	DAVID CITY PAYROLL ACCOUNT	401a portion of deferred compensation	$2,120.76
	DAVID CITY WATER DEPARTMENT	Water Service	$252.55
	DIDIER'S GROCERY, INC.	coca-cola	$6.38
	GRAINGER	First aid kit	$38.94
	JACKSON SERVICES, INC.	Supplies	$66.00
	LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	$16.74
	MID-AMERICAN RESEARCH CHEMICA	Cleaning supplies	$398.26
	PLUNKETTS PEST CONTROL	General Pest Control	$75.11
	WASTE CONNECTIONS OF NE	Garbage Service	$68.93
	WOOLSEY ELECTRIC	Light and office circuit at auditorium	$386.15
	Total AUDITORIUM		$4,100.72
AIRPORT	AKRS EQUIPMENT	Pulley - Credit; Airport 930m blades	($523.80)
	BUTLER PUBLIC POWER DISTRICT	Electric Service - Airport, Billboard	$297.23
	CITY OF DAVID CITY	Credit Card Charges	$75.36
	DAVID CITY PAYROLL ACCOUNT	401a portion of deferred compensation	$909.43
	DAVID CITY WATER DEPARTMENT	Water Service	$28.50
	FIRST NATIONAL BANK OF OMAHA	AI, otter business, website, lodging, lunch, i	$166.68
	NORTHSIDE INC.	propane	$87.79
	T-MOBILE	Service	$41.65
	WEX BANK	Fuel	$102.49
	YANT EQUIPMENT	fuel system	$670.00
	Total AIRPORT		$1,855.33
SOCIAL SECURITY FUND	DAVID CITY PAYROLL ACCOUNT	Social Security Remittance	$8,055.05
	Total SOCIAL SECURITY FUND		$8,055.05
K-9 DONATION FUND	AMAZON CAPITAL SERVICES	Rear facing car camera; K-9 Supplies	$528.58
	DAVID CITY ACE HARDWARE	K9 supplies	$118.94
	Total K-9 DONATION FUND		$647.52
TAX INCREMENT FINANC	MIDWEST HOUSING DEVELOPMENT F	TIF - Dana Point Development	$255.09
	Total TAX INCREMENT FINANC		$255.09
UTILITY FUNDS			
WATER SYSTEM	AKRS EQUIPMENT	cap	$5.00
	AMAZON CAPITAL SERVICES	washing machine parts, septic tank treatme; key	$32.27
	APPLIED CONNECTIVE TECHNOLOGIE	IT Services	$531.12
	ARPS	sand	$56.71
	BAIRD HOLM LLP	Attorney fees	$3,927.07
	CLEARFLY	VOIP Phone Services	$74.48
	COLUMN SOFTWARE PBC	Legal Notice	$28.20
	DAVID CITY ACE HARDWARE	Discs; clipboard hook	$77.34
	DAVID CITY ELECTRIC DEPT.	Electric Service	$14,031.33
	DAVID CITY PAYROLL ACCOUNT	Employees payroll 7/24/2026 to 8/23/2026; 401a; Social Security Remittance; Health Insurance	$44,945.11
	DC DOOR COMPANY	install receiver	$300.00
	DESALITECH, INC	filter	$4,520.16
	DIVERSIFIED SAFETY & COMPLIANCE	Drug testing - D. Sobota	$95.00
	GENERAL FUND	In Lieu of Tax and Occupation Fees	$5,070.23
	HAWKINS, INC.	Chemicals	$47,069.66
	JACKSON SERVICES, INC.	Wet Mops, Mops, Mats, Shop Towels, Hand	$153.60
	JEO CONSULTING GROUP, INC	6th Street Water main improvements	$5,565.00
	KOBZA MOTORS	tire repair	$21.00

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Department / Fund	Vendor	Invoice Description	Amount
	LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	$42.68
	LINCOLN WINWATER WORKS	Tapping tool parts; Reagents and tips; test kits; Frame and grate for NE Dairy; cap, gasket; Parts; ball valve; drain, pipe; coupling; grate, pipe; core, clamp; paint and flag; locator	$12,038.48
	MIDWEST LABORATORIES, INC.	supplies for testing	$905.40
	MUNICIPAL SUPPLY, INC.	Supplies; meter, fitings, curb box,box rod, coulings	$3,300.58
	NEBRASKA DEPARTMENT OF	C. Klement - Grade 4 water license course	$280.00
	NEBRASKA DEPT. OF REVENUE	Sales & Use Tax - July 2026	$1,461.20
	NEBRASKA PUBLIC HEALTH ENVIRON	Tests	$45.00
	ONE CALL CONCEPTS, INC.	Locate Requests	$154.43
	POSTMASTER	Postage to mail utility bills August 2026	$234.80
	RERUCHA AG & AUTO SUPPLY	coupler	$30.81
	SACK LUMBER COMPANY	Measuring wheel for locates; battery; lumber; nail, knife, coil	$439.01
	SLOUP LAWN CARE	fertilizer	$870.00
	STAPLES	supplies	$118.47
	TIME MANAGEMENT SYSTEMS, INC.	Monthly Software Subscription & Support	$32.25
	TRANSIT WORKS	laser, tripod	$2,368.08
	U.S. POSTAL SERVICE	Postage for postage meter	$333.33
	VERIZON WIRELESS	Wireless Phone Service	$225.42
	WASTE CONNECTIONS OF NE	Garbage Service	$55.12
	WATERWORTH	Mapping	$4,783.75
	WEX BANK	Fuel	$1,151.93
	WINDSTREAM	Service - Data & Internet; Telephone Service	$1,306.24
	Total WATER SYSTEM		**$156,680.26**
ELECTRIC SYSTEM	AMERICAN EXPRESS	Arlo	$21.49
	APPLIED CONNECTIVE TECHNOLOGIE	IT Services	$870.95
	BAIRD HOLM LLP	Attorney fees	$2,123.41
	BLACKBURN MFG. CO.	Paint; Flags	$1,040.92
	BORDER STATES INDUSTRIES, INC.	curved washer; Materials; Insulator; Material	$965.52
	BRIAN AND JENNIFER SCRIBNER	NPPD Incentive	$1,200.00
	BRYANT AIR CONDITIONING & HEATIN	Service	$919.13
	BUTLER PUBLIC POWER DISTRICT	Subtransmission line and transformation ch	$31,469.56
	CLEARFLY	VOIP Phone Services	$211.48
	COLUMN SOFTWARE PBC	General Legal Notice	$26.32
	DAVID CITY ACE HARDWARE	batteries; nuts and bolts; parts	$109.43
	DAVID CITY PAYROLL ACCOUNT	Employees payroll 7/24/2026 to 8/23/2026; 401a; Social Security Remittance; Health Insurance	$78,042.88
	DAVID CITY UTILITIES	Credit Card Charges	$2,391.64
	DIDIER'S GROCERY, INC.	Toilet paper	$42.88
	FIRST NATIONAL BANK OF OMAHA	Heartland municipal lineworker training conf	$827.75
	GENERAL FUND	In Lieu of Tax and Occupation Fees	$33,626.96
	HUSKER ELECTRIC SUPPLY COMPAN	Materials	$318.34
	JEO CONSULTING GROUP, INC	Engineering services	$2,973.75
	LAURI DEWEY	NPPD Incentive	$39.99
	LEAGUE OF NEBR. MUNICIPALITIES	Utilities Section Membership Dues for Sept	$2,148.00
	LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	$84.37
	NANCY A. KRENK LLC	Cleaning Service - August 2026	$770.00
	NEBRASKA DEPT. OF REVENUE	Sales & Use Tax - July 2026	$18,512.09
	NEBRASKA PUBLIC POWER DISTRICT	Service for July 2026	$520,169.59
	ONE CALL CONCEPTS, INC.	Locate Requests	$154.43
	PER MAR SECURITY SERVICES	Service - Hosting Access Control, Interactiv	$2,563.88
	PLUNKETTS PEST CONTROL	General Pest Control Program	$197.10
	POSTMASTER	Postage to mail utility bills August 2026	$234.80
	REHMER AUTO PARTS	Shop towels	$79.53
	SACK LUMBER COMPANY	Lumber, nail, screw, coil	$733.69
	STAPLES	Supplies	$657.76
	TIME MANAGEMENT SYSTEMS, INC.	Monthly Software Subscription & Support	$32.26

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Department / Fund	Vendor	Invoice Description	Amount
	U.S. POSTAL SERVICE	Postage for postage meter	$333.34
	VANDENBERG ELECTRIC COMMUNIC	Service	$2,015.00
	VERIZON WIRELESS	Wireless Phone Service	$307.02
	WASTE CONNECTIONS OF NE	Garbage Service	$68.94
	WATERWORTH	Mapping	$4,783.75
	WESCO DISTRIBUTION	Parts, Equipment; Parts; Meter; Materials	$37,168.34
	WESTERN AREA POWER AGENCY	Electric Service for July 2026	$18,846.93
	WEX BANK	Fuel	$617.96
	WINDSTREAM	Telephone Service	$914.58
	Total ELECTRIC SYSTEM		**$768,615.76**
SEWER SYSTEM	AG SPRAY EQUIPMENT	Supplies	$101.41
	AKRS EQUIPMENT	V-Belt, Housing; Gear Case, Bolt, Washers; Mower Blade	$2,387.88
	ALFIE PACKERS WEIGHING LLC	Lab scale calibration	$235.00
	AMAZON CAPITAL SERVICES	vaccum pumps; washing machine parts, septic tank treatme	$344.96
	APPLIED CONNECTIVE TECHNOLOGIE	IT Services	$454.21
	BAIRD HOLM LLP	Attorney fees; Legal services	$8,084.02
	BENES SERVICE	Service	$98.75
	BOMGAARS	bushing, link, pin	$39.97
	BRB CONTRACTORS INC	Pay Application No. 30	$63,083.48
	BUTLER COUNTY WELDING	parts	$8.00
	CLEARFLY	VOIP Phone Services	$40.25
	DALE'S FOOD PRIDE	Water	$4.60
	DAVID CITY ACE HARDWARE	Parts; supplies; Paint marker, wrench, mender; conduit; nuts and bolts; pvc; Bemis lift station; coupling	$166.28
	DAVID CITY ELECTRIC DEPT.	Electric Service	$8,568.41
	DAVID CITY PAYROLL ACCOUNT	Employees payroll 7/24/2026 to 8/23/2026; 401a; Social Security Remittance; Health Insurance	$29,680.47
	FRONTIER COOPERATIVE COMPANY	Fuel	$620.00
	GENERAL FUND	In Lieu of Tax and Occupation Fees	$2,839.81
	HILLTOP ROLLOFFS LLC	Service	$320.00
	JACKSON SERVICES, INC.	Wet Mops, Mops, Mats, Shop Towels, Hand	$53.96
	JEO CONSULTING GROUP, INC	Engineer services	$23,792.50
	JOHNSON SERVICE COMPANY	CIPP	$44,900.00
	KELLY SUPPLY COMPANY	couplings, bushings	$231.87
	KOBZA MOTORS	Repair work on '95 chevy	$254.10
	LINCOLN NATIONAL LIFE INSURANCE	Employee Life Insurance and LTD Insuranc	$28.49
	LINCOLN WINWATER WORKS	paint and flag	$324.00
	MIDWEST LABORATORIES, INC.	supplies for testing	$101.75
	NEBRASKA DEPT. OF REVENUE	Sales & Use Tax - July 2026	$6,551.47
	NORTHSIDE, INC.	Mower tire repair; Fuel	$343.51
	PLUNKETTS PEST CONTROL	Rodent Control Program	$459.00
	SACK LUMBER COMPANY	caulk gun and sealant; parts	$104.43
	TIME MANAGEMENT SYSTEMS, INC.	Monthly Software Subscription & Support	$32.24
	U.S. POSTAL SERVICE	Postage for postage meter	$333.33
	VANDENBERG ELECTRIC COMMUNIC	Parts for lift stations	$194.84
	VERIZON WIRELESS	Wireless Phone Service	$40.01
	WASTE CONNECTIONS OF NE	Garbage Service	$739.33
	WATERWORTH	Mapping	$4,300.00
	WEX BANK	Fuel	$406.66
	WINDSTREAM	Service - Data & Internet; Telephone Service	$634.05
	Total SEWER SYSTEM		**$200,903.04**
ELECTRIC PLANT	BIG STATE INDUSTRIAL SUPPLY	tool and safety supplies	$521.99
	BLACK HILLS ENERGY	Natural Gas Service	$191.39
	BUTLER COUNTY WELDING	Parts	$91.38
	CLEARFLY	VOIP Phone Services	$49.75
	DAVID CITY WATER DEPT.	Water Service	$53.75

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Department / Fund	Vendor	Invoice Description	Amount
	JACKSON SERVICES, INC.	Wet Mops, Mops, Mats, Shop Towels, Hand	$80.43
	WINDSTREAM	Telephone Service	$437.85
	Total ELECTRIC PLANT		**$1,426.54**
SERVICE DEPOSITS	ASHLEY BEACH	Service Deposit Refund	$91.12
	MELISSA DAVIS	Service Deposit Refund	$16.97
	TREKK DESIGN GROUP	Service Deposit Refund	$265.00
	Total SERVICE DEPOSITS		**$373.09**

CITY TOTAL	**$546,270.95**
UTILITY TOTAL	**$1,127,998.69**
GRAND TOTAL	**$1,674,269.64**