

## CITY COUNCIL PROCEEDINGS

October 9, 2024

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

Present for the meeting were: Mayor Jessica Miller, Council President Bruce Meysenburg, Council members Kevin Woita, Pat Meysenburg, Jim Angell, City Administrator Intern Raiko Martinez and Interim City Administrator/City Clerk Tami Comte. City Attorney David Levy attended via Zoom. Council members Tom Kobus and Keith Marvin were absent.

Also present for the meeting were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, and Marlene Hein.

The meeting opened with the Pledge of Allegiance.

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

Council member Pat Meysenburg made a motion to approve the minutes of the September 25, 2024 City Council meeting as presented. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 4, Nay: 0, Absent: 2

Council member Kevin Woita made a motion to approve the claim to D-Sign Shop. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Abstain (With Conflict), Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 3, Nay: 0, Absent: 2, Abstain (With Conflict): 1

Council member Bruce Meysenburg made a motion to approve the claims as presented. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 4, Nay: 0, Absent: 2

Mayor Jessica Miller called for committee and officer reports /Butler County Development Board. Mayor Miller asked for a Butler County Development Board update from Council President Bruce Meysenburg.

Council President Bruce Meysenburg reported that the Butler County Development Board met with Carter Smith from Congressman Mike Flood's office regarding housing and daycare needs in David City. The Board also met with Dena Beck from One Nebraska to discuss daycare needs.

Council member Jim Angell made a motion to approve the committee and officer reports as presented. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea

Yea: 4, Nay: 0, Absent: 2

Council member Kevin Woita made a motion to approve Pay Estimate #7 in the amount of \$616,946.02 to BRB Contractors, Inc. for the Wastewater Treatment Plant Improvement Project. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea

Yea: 4, Nay: 0, Absent: 2

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**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

October 3, 2024

Tami Comte  
City Clerk  
City of David City  
1220 E Street  
David City, NE 68632

CITY OF DAVID CITY, NEBRASKA  
WASTEWATER TREATMENT PLANT IMPROVEMENT  
PARTIAL PAYMENT APPLICATION NO. 7

Enclosed is a copy of Partial Payment Application No. 7 for the Wastewater Treatment Plant Improvement project. Partial Payment Application No. 7 is in the amount of \$616,946.02.

Veenstra & Kimm, Inc. has reviewed Partial Payment Application No. 7 and would recommend it's approval and payment.

Partial Payment Application No. 7 covers the period through September 24, 2024. During this period the majority of the work on the project was associated with the SBR structures. In addition to payment for work on the SBR structures additional materials stored payments are included for the month. The invoices submitted with the Partial Payment Application are the documentation for the additional materials stored.

During the next month it is anticipated work will continue on the SBR tanks. It is anticipated BRB Contractors will resume work on the headworks and pump station facilities. During the month of September little work occurred on these two facilities while BRB Contractors was concentrated on the SBR tanks and addressing the issues related to the piping conflicts near the new pump station.

Tami Comte  
October 3, 2024  
Page 2

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or at [bveenstra@v-k.net](mailto:bveenstra@v-k.net).

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read "H. R. Veenstra Jr.", written in a cursive style.

H. R. Veenstra Jr.

HRVJr:mmc  
6478  
Enclosure

Contractor's Application for Payment No. 7			
Application Period: 8/29/2024 - 9/25/2024	Application Date: 9/24 month/2024		
To (Owner): David City, NE	From (Contractor): R&B Contractors, Inc.	Via (General Contractor):	
Project: David City WWTP Facility Improvements	Contract: NEEDAY	Engineer's Project No.:	6671
Owner's Contract No.:			

**Application For Payment  
Change Order Summary**

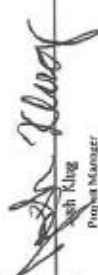
Approved Change Order Number	Additions	Deductions	
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			


1. ORIGINAL CONTRACT PRICE.....	\$ 516,832,000.00
2. Net change by Change Order.....	\$
3. Current Contract Price (Line 1 + 2a-2b).....	\$ 516,832,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 58,116,414.17
K. RETAINAGE:	
a. 5% X \$2,945,220.00 Weeks Completed.....	\$ 51,47,261.00
b. 5% X \$2,171,204.12 Stored Material.....	\$ 51,084,540.21
c. Total Retainage (Line 5a + Line 5b).....	\$ 955,801.21
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 4,861,612.91
7. LESS PREVIOUS PAYMENTS (Line 4 from prior Application).....	\$ 54,233,656.39
8. AMOUNT DUE THIS APPLICATION.....	\$ 816,946.02
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 8 above).....	\$ 512,631,397.09

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or recommended by this Application for Payment will pass to Owner on time of approval here 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Josh Kluge Project Manager R&B Contractors, Inc.	Date: 9/24/2024
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Payment of: \$ 816,946.02

is recommended by:  (Date) 09/26/2024

Payment of: \$ 516,946.02

is approved by: \_\_\_\_\_ (Date) \_\_\_\_\_

Approved by: \_\_\_\_\_ (Date) \_\_\_\_\_

Funding Agency (if applicable) \_\_\_\_\_ (Date) \_\_\_\_\_

Application Period: Through 6/25/2024		Application Date: 9/25/2024							
A	B	C	D	E	F	G	H	I	J
Cost Code	Description	Original Contract Amount	Approved Change Order Amount	Current Contract Amount (C+D)	From Previous Application	Completed This Period	Materials Stored (Not in P or G)	Total Completed and Stored to Date (F+G+H)	% Comp
	<b>GENERAL SKEWERS</b>								
	Melting	\$ 750,000.00		\$ 750,000.00	\$140,000.00			\$140,000.00	18.67%
	Block and Insurance	\$ 150,000.00		\$ 150,000.00	\$140,000.00			\$140,000.00	93.33%
	Steel Bars	\$ 25,000.00		\$ 25,000.00	\$17,000.00			\$17,000.00	68.00%
	Site Control	\$ 35,000.00		\$ 35,000.00	\$30,000.00	\$1,000.00		\$31,000.00	88.57%
	12" A SF Footcrafs P/324	\$ 310,000.00		\$ 310,000.00	\$30,000.00			\$30,000.00	9.68%
	Other P/324	\$ 1,186,000.00		\$ 1,186,000.00	\$60,000.00		\$228,450.78	\$278,450.78	23.49%
	Precast Manholes	\$ 60,000.00		\$ 60,000.00	\$60,000.00		\$818,603.88	\$878,603.88	144.77%
	Installation & Control	\$ 10,000.00		\$ 10,000.00	\$17,000.00			\$17,000.00	170.00%
	Finalize Construction Work	\$ 120,000.00		\$ 120,000.00	\$17,000.00			\$17,000.00	14.17%
	<b>THE MADONNES BUILDING</b>								
	Decorations & Booth	\$ 150,000.00		\$ 150,000.00	\$60,000.00			\$60,000.00	40.00%
	Concrete Block Structure	\$ 500,000.00		\$ 500,000.00	\$60,000.00			\$60,000.00	12.00%
	Concrete Tilt-Up Structure	\$ 2,000,000.00		\$ 2,000,000.00	\$1,253,391.99		\$21,253.99	\$21,253.99	1.07%
	Concrete Overlays	\$ 350,000.00		\$ 350,000.00	\$50,000.00			\$50,000.00	14.29%
	Misc. Metals Overlays	\$ 20,000.00		\$ 20,000.00	\$5,000.00			\$5,000.00	25.00%
	Misc. Metals Booth	\$ 225,000.00		\$ 225,000.00	\$23,000.00			\$23,000.00	10.22%
	Decorative Booth & Enclosure	\$ 45,000.00		\$ 45,000.00	\$5,000.00			\$5,000.00	11.11%
	Booth Enclosure	\$ 150,000.00		\$ 150,000.00	\$15,000.00			\$15,000.00	10.00%
	Booth Gates Enclosure	\$ 100,000.00		\$ 100,000.00	\$10,000.00			\$10,000.00	10.00%
	Booth Gates Enclosure	\$ 200,000.00		\$ 200,000.00	\$20,000.00			\$20,000.00	10.00%
	Booth Enclosure	\$ 1,000,000.00		\$ 1,000,000.00	\$10,000.00			\$10,000.00	1.00%
	Booth Enclosure	\$ 20,000.00		\$ 20,000.00	\$2,000.00			\$2,000.00	10.00%
	Booth Enclosure	\$ 40,000.00		\$ 40,000.00	\$4,000.00			\$4,000.00	10.00%
	Installation & Control Work	\$ 950,000.00		\$ 950,000.00	\$95,000.00			\$95,000.00	10.00%
	Mechanical Work	\$ 275,000.00		\$ 275,000.00	\$27,500.00			\$27,500.00	10.00%
	Electrical Work	\$ 725,000.00		\$ 725,000.00	\$67,500.00			\$67,500.00	9.31%
	<b>AGE FLUME NO. 20</b>								
	Excavation & Backfill	\$ 15,000.00		\$ 15,000.00	\$1,330.00			\$1,330.00	8.87%
	Concrete Base	\$ 20,000.00		\$ 20,000.00	\$2,275.00			\$2,275.00	11.37%
	Concrete Walls	\$ 42,000.00		\$ 42,000.00	\$4,810.00			\$4,810.00	11.45%
	Misc. Metals Fabrication	\$ 10,000.00		\$ 10,000.00	\$1,100.00			\$1,100.00	11.00%
	Employment Plans Fabrication	\$ 15,000.00		\$ 15,000.00	\$1,650.00			\$1,650.00	11.00%
	<b>INFLUENT PUMP STATION</b>								
	Excavation & Backfill	\$ 180,000.00		\$ 180,000.00	\$25,000.00			\$25,000.00	13.89%
	Concrete Base	\$ 50,000.00		\$ 50,000.00	\$7,000.00			\$7,000.00	14.00%
	Concrete Walls	\$ 217,000.00		\$ 217,000.00	\$30,000.00			\$30,000.00	13.83%
	Concrete Roof	\$ 90,000.00		\$ 90,000.00	\$12,000.00			\$12,000.00	13.33%
	Misc. Metals Fabrication	\$ 40,000.00		\$ 40,000.00	\$5,000.00			\$5,000.00	12.50%
	Fabrication & Install Pump	\$ 40,000.00		\$ 40,000.00	\$5,000.00			\$5,000.00	12.50%
	Fabrication & Install Job Cases & Installation	\$ 25,000.00		\$ 25,000.00	\$3,000.00			\$3,000.00	12.00%
	Painting Work	\$ 40,000.00		\$ 40,000.00	\$5,000.00			\$5,000.00	12.50%
	Electrical Work	\$ 40,000.00		\$ 40,000.00	\$5,000.00			\$5,000.00	12.50%
	<b>NEW SBR STRUCTURE</b>								
	Excavation & Backfill	\$ 250,000.00		\$ 250,000.00	\$245,000.00			\$245,000.00	98.00%









BILL TO

B & C ELECTRICAL SERVICES LLC  
 3539 HWY 39  
 GENOA, NE 68940-3102

**INVOICE - DIRECT ORDER**

INVOICE DATE	INVOICE NO
09/12/24	8535424-01
PO NO	PAGE #
DAVID CITY WW	1

TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
<a href="http://b-c-elect.com">http://b-c-elect.com</a>	VBYRRZ3MK

REMIT TO:  
 Consolidated Electrical Distributor  
 PO BOX 850365  
 MINNEAPOLIS, MN 55485-0365

SHIP TO:  
 B & C ELECTRICAL SERVICES LLC  
 DAVID CITY WASTE WATER  
 3539 HWY 39  
 GENOA, NE 68940-3102

PLACED BY		INSTRUCTIONS		REFERENCE				CASH DISCOUNT	
CHUCK		CHARLES GEE						18.93	
CUST #		SHIP POINT		SHIP VIA		SHIPPED		IF PAID BY	
110622		** Drop Ship **		Direct		09/11/24		10/10/24	
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY UM	NET PRICE	AMOUNT (NET)		
1	HOL EMS L48 800LM LPPFL WD MVOLT G210 40K 80CRI TYPE L1	7.00	7.00	0.00	each	279.31	0.00		
2	HOL HPLED 42LED LSP MVOLT 40K UNM 530MA SSC DGXD FIXTURE TYPE L2	8.00	8.00	0.00	each	800.00	0.00		
3	HOL HLWPC2 P10 40K TAM MVOLT S250P PRS PCLL FIXTURE TYPE L3	8.00	8.00	0.00	each	514.94	0.00		
4	HOL PXLW 800LM 80 MVOLT 40K 80CRI PM DGXD FIXTURE TYPE L4	9.00	9.00	0.00	each	581.95	0.00		
5	HOL ATB0 P303 MVOLT R2 BZ PCLL RTA 20 50C PLN NOR BZ ABG BCV BR1085 BZ ASSY25343 TYPE L6-P1	8.00	8.00	0.00	each	1686.80	0.00		
6	HOL MEX S W 1 R SD FIXTURE TYPE E1	2.00	2.00	0.00	each	193.10	0.00		
7	HOL HDKE 1 R 12-27 EL PW FIXTURE TYPE E2	1.00	0.00	1.00	each	1893.10	1893.10		
7	Lines Total		Qty Shipped Total	1	Total Invoice Total	1893.10	1893.10		

Last Page

Cash Discount: 18.93 if Paid By 10/19/24

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT [www.b-c-elect.com](http://www.b-c-elect.com), WHICH WE MAY CHANGE FROM TIME TO TIME WITH PRIOR NOTICE.



BILL TO

B & C ELECTRICAL SERVICES LLC  
 3639 HWY 39  
 DENDA, NE 68640-3102

**INVOICE**

INVOICE DATE	INVOICE NO
09/11/24	8583795-00
PO NO	PAGE #
DAVID CITY WW	1

TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
<a href="http://3e-cs.BuffPower.com">http://3e-cs.BuffPower.com</a>	VBYRRZ5MK

REMIT TO:  
 Consolidated Electrical Distributor  
 PO BOX 850365  
 MINNEAPOLIS, MN 55485-0365

SHIP TO:  
 B & C ELECTRICAL SERVICES LLC  
 DAVID CITY WASTE WATER  
 3639 HWY 39  
 DENDA, NE 68640-3102

PLACED BY	INSTRUCTIONS	REFERENCE				CASH DISCOUNT	
CHUCK	CHARLES GEE					0.00	
CUST #	SHIP POINT	SHP VIA	SHIPPED		IF PAID BY		
110527	3E - COLUMBUS	BEST WAY	09/11/24		10/10/24		
LINE NO	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY LFM	NET PRICE	AMOUNT (NET)
1	DWC 1825VNTC 18 AWG 25 CONDUCTOR VNTC	1000.00	1000.00	0.00	each	2.57	0.00
2	DWC 1819VNTC 16 AWG 19 CONDUCTOR VNTC **OFFERING 19 COND. HERE	1000.00	1000.00	0.00	each	2.27	0.00
3	DWC 1812VNTC 16 AWG 12 CONDUCTOR VNTC **OFFERING 12 COND HERE	1000.00	1000.00	0.00	each	1.34	0.00
4	CAL PV0710CT00 3/4 X 10' PVC COATED ONE COUPLING W/ EACH STICK OF PIPE / these are loose AND not attached to the pipe	200.00	20.00	180.00	c	7.4667	1344.01
6	CAL PV1610CT00 1 X 10' PVC COATED ONE COUPLING W/ EACH STICK OF PIPE	500.00	500.00	0.00	c	1636.32	0.00
8	CAL PV2010CT00 2 X 10' PVC COATED ONE COUPLING W/ EACH STICK OF PIPE	200.00	200.00	0.00	c	1924.67	0.00
8	Lines Total	Qty Shipped Total		180	Total		1344.01
					Invoice Total		1344.01

Last Page

Cash Discount 0.00 If Paid By 10/10/24

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT [SALES.DURCHTERRE.COM](http://SALES.DURCHTERRE.COM), WHICH WE MAY CHANGE FROM TIME TO TIME WITH PRIOR NOTICE.



**INVOICE - DIRECT ORDER**

INVOICE DATE	INVOICE NO.
09/06/24	8025424-00
PO NO.	PAGE #
DAVID CITY WW	1

TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
<a href="http://DavidCity.com">http://DavidCity.com</a>	WBVRRZSMK

REMIT TO:  
 Consolidated Electrical Distributor  
 PO BOX 855345  
 MINNEAPOLIS MN 55485-0345

**BILL TO**

B & C ELECTRICAL SERVICES LLC  
 3639 HWY 39  
 GENOA, NE 68640-3107

**SHIP TO**

B & C ELECTRICAL SERVICES LLC  
 DAVID CITY WASTE WATER  
 3639 HWY 39  
 GENOA, NE 68640-3107

PLACED BY	INSTRUCTIONS	REFERENCE	CASH DISCOUNT				
CHARLIE	CHARLES GEE		10.29				
CUST #	SHIP POINT	SHIP VIA	IF PAID BY				
110522	** Drop Ship **	Direct	10/10/24				
LINE NO	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)
1	HOL EMS L49 6000LM LPPFL WD MVOLT G210 40K 80CRI TYPE L1	7.00	7.00	0.00	each	279.31	0.00
2	HOL HPLED 42LED LSP MVOLT 40K UHM 500MA 55C DGXD FIXTURE TYPE L2	6.00	6.00	0.00	each	800.00	0.00
3	HOL HLWPC2 P10 40K THM MVOLT B2SDP FR3 PCLJ FIXTURE TYPE L3	8.00	8.00	0.00	each	614.91	0.00
4	HOL PKLW 6000LM 50 MVOLT 40K 80CRI PM DGXD FIXTURE TYPE L4	8.00	8.00	0.00	each	391.95	0.00
5	HOL AT86 P303 MVOLT R2 BZ FCLL RTA 20 50C PLN NDR BZ ABO 30V BR 1000 BZ ASSY25343 TYPE L5 P1	5.00	5.00	0.00	each	1586.50	0.00
6	HOL MEX 5 W 1 R 50 FIXTURE TYPE E1	2.00	2.00	0.00	each	193.10	0.00
7	HOL HGWE 1 R 1227 EL PW FIXTURE TYPE E2	1.00	1.00	0.00	each	1693.10	0.00
8	HOL DLTC 1 R 50 FIXTURE TYPE EM1-ALT	2.00	0.00	2.00	each	344.01	688.02
9	HOL AB-26-4/TMP-40 MARK LSP1	9.00	0.00	0.00	each	37.92	341.28
9	<b>Lines Total</b>		Qty Shipped Total	31	Total Invoice Total		1029.30

Last Page

Cash Discout: 10.29 || Paid By: 10/10/24

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT [GALLERIES.COM](http://GALLERIES.COM), WHICH WE MAY CHANGE FROM TIME TO TIME WITH PRIOR NOTICE.



**INVOICE**

INVOICE DATE	INVOICE NO.
09/03/24	8651280-00
PO NO.	PAGE #
DAVID CITY WW	1

TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
<a href="http://3e-cs.billtrust.com">http://3e-cs.billtrust.com</a>	VBV RR2 8MR

BILL TO

REMIT TO  
 Consolidated Electrical Distributor  
 PO BOX 550385  
 MINNEAPOLIS MN 55485-0385

B & C ELECTRICAL SERVICES LLC  
 3638 HWY 39  
 GENDA, NE 68640-3102

SHIP TO  
 B & C ELECTRICAL SERVICES LLC  
 DAVID CITY WASTE WATER  
 3638 HWY 39  
 GENDA, NE 68640-3102

PLACED BY		INSTRUCTIONS		REFERENCE			CASH DISCOUNT		
CHUCK		CHARLES GEE					\$ 0.00		
CUST #		SHIP POINT		SHIP VIA		SHIPPED		IF PAID BY	
119322		3E - COLUMBUS		W/C ON WAY		09/03/24		10/10/24	
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)		
1	AFT STR50 1/2 L/T REUSE CONNECTOR	40.00	0.00	40.00	C	318.13	126.45		
2	AFT STR5080 1/2 800 L/T CONNECTOR	16.00	0.00	16.00	C	560.23	56.82		
3	POW PS-1100-3N-85 3/4 IN RIGID STRUT STRAP SET OR P-00314504	20.00	0.00	20.00	C	332.51	66.70		
3	Lines Total	Qty Shipped Total		70	Total	Invoice Total		249.97	

Last Page

Cash Discount \$ 0.00 If Paid By 10/10/24

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT  
[WWW.3E-COM.COM](http://WWW.3E-COM.COM), WHICH WE MAY CHANGE FROM  
 TIME TO TIME WITH PRIOR NOTICE



**INVOICE - DIRECT ORDER**

INVOICE DATE	INVOICE NO.
09/03/24	8022306-01
PO. NO.	PAGE #
DAVID CITY WW	1

TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
<a href="http://3cwsa.net/track.html">http://3cwsa.net/track.html</a>	VEV RAZ 5MK

REM1 TO:  
 Consolidated Electrical Distributor  
 PO BOX 850365  
 MINNEAPOLIS, MN 55485-0365

BILL TO:

B & C ELECTRICAL SERVICES LLC  
 3638 HWY 39  
 GENOA, NE 68640-3102

SHIP TO:

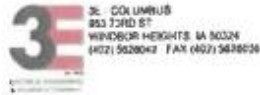
B & C ELECTRICAL SERVICES LLC  
 DAVID CITY WASTE WATER  
 3638 HWY 39  
 GENOA, NE 68640-3102

PLACED BY	INSTRUCTIONS	REFERENCE				CASH DISCOUNT	
	CHARLES CEE					0.00	
CJST #	SHIP POINT	SHIP VIA	SHIPPED		IF PAID BY		
118522	** Drop Ship **	DPS GROUP	06/09/24		10/10/24		
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY S.O.	QTY SHIPPED	QTY UNL	NET PRICE	AMOUNT (NET)
1	SOD HQ PANEL PANEL LIP-3	1.00	1.00	0.00	each	0.00	0.00
3	SOD 400A DISC	1.00	1.00	0.00	each	0.00	0.00
5	SOD H305MR SOD 100A DISC	3.00	0.00	3.00	each	0.00	0.00
6	SOD VHJ303DSGL SOD 200A DISC	2.00	2.00	0.00	each	0.00	0.00
7	SOD VHJ3MDSGL SOD 30A DISC	14.00	14.00	0.00	each	0.00	0.00
12	SOD VHJ31DSGL SOD 60A DISC	3.00	3.00	0.00	each	0.00	0.00
25	SOD H90XFA SOD LOTPRICE-1 Non Stock	1.00	0.00	1.00	each	5845.63	5845.63
26	SOD LOTPRICE-2 Non Stock	1.00	1.00	0.00	each	26125.05	0.00
8	Lines Total	Qty Shipped Total		4	Total	5845.63	5845.63

Last Page

Cash Discount: 0.00 If Paid By 10/10/24

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT  
[WWW.3CWSA.COM](http://WWW.3CWSA.COM), WHICH WE MAY CHANGE FROM  
 TIME TO TIME WITH PRIOR NOTICE.



**INVOICE - DIRECT ORDER**

INVOICE DATE	INVOICE NO
09/03/24	8602608-02
PO NO.	PAGE #
DAVID CITY WW	1

TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
<a href="http://3e-co.com/invt">http://3e-co.com/invt</a>	VBV RZL 8MK

REMIT TO:  
 Consolidated Electrical Distributor  
 PO BOX 850365  
 MINNEAPOLIS, MN 55485-0365

BILL TO

B & C ELECTRICAL SERVICES LLC  
 3628 HWY 39  
 GENOA, NE 68640-3102

SHIP TO:  
 B & C ELECTRICAL SERVICES LLC  
 DAVID CITY WASTE WATER  
 3628 HWY 39  
 GENOA, NE 68640-3102

PLACED BY		INSTRUCTIONS		REFERENCE			CASH DISCOUNT	
CHARLES GEE		SHIP POINT		SHIP VIA			SHIPPED	
110522		** Drop Ship **		UPS GROUND			09/23/24	
							10/10/24	
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY UTM	NET PRICE	AMOUNT (NET)	
1	SOD NO PANEL PANEL LFP-3	1.00	0.00	1.00	each	0.00	0.00	
3	SOD 480A DISC SOD H385NR	1.00	1.00	0.00	each	0.00	0.00	
4	SOD 380A DISC SOD VHU384DSGA	2.00	2.00	0.00	each	0.00	0.00	
7	SOD 30A DISC SOD VHU301DPSGI	14.00	0.00	14.00	each	0.00	0.00	
12	SOD 60A DISC SOD H803FA	3.00	3.00	0.00	each	0.00	0.00	
26	SOD LOTPRICE-2 Non Stock	1.00	0.00	1.00	each	18107.44	18107.44	
27	SOD 8N20A 20140 NEUTRAL ASSY INSULATED ORNDABLE ALUCU	2.00	0.00	2.00	each	0.00	0.00	
28	SOD H80X20 NEMA 7-8 ENCLOSED PPS SW ITCH BOX	3.00	0.00	3.00	E	0.00	0.00	
20	SOD 7400W518M15M WEATHERSHIELD CONVERT 18 M-15M TO TYPE SR 15 XVA TRANSFORMER	1.00	0.00	1.00	E	0.00	0.00	
30	SOD LOTPRICE-0 Non Stock	1.00	1.00	0.00	each	0.00	0.00	
10	Lines Total	Qty Shipped Total		22	Total Invoice Total	18107.44	18107.44	

Last Page

Cash Discount: 0.00 Paid By: 10/10/24

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT  
 3628 HWY 39 GENOA, NE 68640-3102, WHICH WE MAY CHANGE FROM  
 TIME TO TIME WITH PRIOR NOTICE



3E COLUMBUS  
 851 73RD ST  
 WINDSOR HEIGHTS IA 50324  
 (502) 5676002 FAX (502) 5676006

**INVOICE**

INVOICE DATE	INVOICE NO.
08/14/24	803498-00
PO NO.	PAGE #
DAVID CITY WW	1

<b>TO VIEW AND PAY ONLINE</b>	<b>USE THIS ENROLLMENT TOKEN</b>
<a href="http://www.bbcwv.com">http://www.bbcwv.com</a>	<b>YBV RRZ SMK</b>

BILL TO:

B & C ELECTRICAL SERVICES LLC  
 3639 HWY 38  
 GENOA, NE 68640-3102

SHIP TO  
 Consolidated Electrical Distributor  
 PO BOX 880965  
 MINNEAPOLIS, MN 55485-0305

SHIP TO:

B & C ELECTRICAL SERVICES LLC  
 DAVID CITY WASTE WATER  
 3639 HWY 38  
 GENOA, NE 68640-3102

PLACED BY	INSTRUCTIONS	REFERENCE				CASH DISCOUNT	
CHUCK	DROP OFF AT SHOP WED	WILL HAVE SOME RETURNS				0.22	
CUST #	SHIP POINT	SHIP VIA	SHIPPED		IF PAID BY		
110522	3E - COLUMBUS	3E TRUCK	08/14/24		08/10/24		
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.C.	QTY SHIPPED	QTY UM	NET PRICE	AMOUNT (NET)
1	KIL WH-E 3IN WEATHERPROOF ZINC DIE CAST HUB	1.00	0.00	1.00	E	10.92	10.92
1	Lines Total	Qty Shipped Total		1	Total Invoice Total		10.92

Last Page

Cash Discount: 0.22 If Paid By 08/10/24

**THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT  
 SALES & ORDER TERMS PDFS, WHICH WE MAY CHANGE FROM  
 TIME TO TIME WITH PRIOR NOTICE**

**B & C ELECTRICAL SERVICES LLC**  
 3639 Highway 39  
 Genoa, NE 68640  
 backy@bandocs.com

**INVOICE**

**BILL TO**  
 BRB Contractors, Inc.  
 4646 NW Fielding Rd  
 PO Box 750940  
 Topeka, KS 66618  
 United States

**INVOICE #** 2022-119  
**DATE** 09/26/2024  
**DUE DATE** 10/11/2024  
**TERMS** Net 15

DESCRIPTION	QTY	DATE	AMOUNT
<b>Material for David City Wastewater project-from B&amp;C shop</b>			
Materials Strut	140	13.0870714	1,832.19
Materials fittings	1	303.75	303.75
Materials fittings	1	79.09	79.09
Materials strut	1	113.93	113.93
Materials screws(stainless steel)	1	38.72	38.72
Materials stainless steel screws	1	47.02	47.02
Materials FDC box	3	42.16	126.54
Materials FDC box	3	65.0533333	195.16
Materials Conduit hubs	2	80.075	160.15
Materials fuses	3	264.5233333	793.57
Materials Conduit fittings	5	86.428	432.14
Materials Threaded nipples	1	9.51	9.51
Materials FD box	1	105.50	105.50
Materials Conduit fittings	22	33.7931818	743.45



DESCRIPTION	QTY	RATE	AMOUNT
Materials Hardware	1	83.23	83.23
Materials Conduit fittings	5	148.056	740.28
Materials Conduit nipples	1	14.59	14.59
		BALANCE DUE	<b>\$5,915.24</b>







B BRC101  
 I BRB CONTRACTORS INC  
 L PO BOX 750940  
 L TOPEKA, KS 66675-0940  
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INVOICE		
DATE	NUMBER	PAGE
9/18/2024	095314	1 of 1

S DAVID CITY,NE WWTP IMPROVEMENT  
 H C/O BRB CONTRACTORS, INC.  
 I 3461 M ROAD  
 P DAVID CITY, NE 68632  
 T  
 O

ATTENTION:

785-232-1245

APINVOICES@BRBCONTRACTORS.COM

CUSTOMER REF/PO #	JOB #	JOB TITLE	SLP	SHIPPING TYPE	TERMS
19851	0067845		CAS/CLS	FEDEX	NET 30

QUANTITY		PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED
B/O	Ship				
1.00		VI1855	GATES/VALVES/FLUMES		
1.00		VI1855	11351 GRIT REMOVAL SYSTEM		
0.00	2	VI1855	DEZURIK, 16" PEC 9647345 PEC,16,MJ,CI,NBR,CR,AIS,*GB-12-N, 16" MECHANICAL JOINT CAST IRON BODY, BUNA PACKING, CHLOROPRENE PLUG FACING ,G SERIES BURABLE WORM GEAR WITH 2" SQUARE NUT OPERATOR	\$17,981.13	\$35,962.26

Tracking # 279127406556

This invoice is subject to and incorporates by reference VESCO Holdings's ("Vesco") Terms & Conditions and Customer Warranty available at <a href="http://www.vescoholdings.com">www.vescoholdings.com</a> which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on VESCO's website.  <b>*TERMS OF PAYMENT ARE NET 30 DAYS FROM DATE OF INVOICE *A 7% PER ANNUM SERVICE CHARGE SHALL BE APPLIED TO ANY BALANCE *CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE</b>	SUBTOTAL:	\$ 35,962.26
	TAX:	\$ 0.00
	TOTAL:	\$ 35,962.26

8217 Upland Circle Chanhassen, MN 55317 - Phone: 952-941-2678 - Fax: 952-941-0796

[www.Vesco.com](http://www.Vesco.com)



B BRC101  
 I BRB CONTRACTORS INC  
 L PO BOX 750940  
 L TOPEKA, KS 66675-0940  
 T  
 O

S DAVID CITY, NE WWTP IMPROVEMENT  
 H C/O BRB CONTRACTORS, INC.  
 I 3461 M ROAD  
 P DAVID CITY, NE 68632  
 T  
 O

INVOICE		
DATE	NUMBER	PAGE
9/17/2024	095296	1 of 1

ATTENTION:

785-232-1245 APINVOICES@BRBCONTRACTORS.COM

CUSTOMER REF/PO #	JOB #	JOB TITLE	SLP	SHIPPING TYPE	TERMS
19851	0067845		CAS/CLS	SAIA	NET 30

QUANTITY		PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED
B/O	Ship				
1.00		VI1855	GATES/VALVES/FLUMES		
1.00		VI1855	11351 GRIT REMOVAL SYSTEM		
0.00	2	VI1855	DEZURIK, PLUG VALVE PEC,4,F1,CJ,NBR,CR,AIS,*GS-6-HD8*DXX101, 4" FLANGED CAST IRON BODY, BUNA PACKING, CHLOROPRENE PLUG FACING MANUAL GEAR OPERATOR WITH 10" DIA HW	\$2,753.59	\$5,507.18

Tracking # 770750020506

This invoice is subject to and incorporates by reference Vessco Holdings's ("Vessco") Terms & Conditions and Customer Warranty available at <a href="http://www.vesscoholdings.com">www.vesscoholdings.com</a> which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Vessco's website.  <b>*TERMS OF PAYMENT ARE NET 30 DAYS FROM DATE OF INVOICE *A 7% PER ANNUM SERVICE CHARGE SHALL BE APPLIED TO ANY BALANCE *CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE</b>	SUBTOTAL:	\$ 5,507.18
	TAX:	\$ 0.00
	TOTAL:	\$ 5,507.18

8217 Upland Circle Chanhassen, MN 55317 - Phone: 952-941-2678 - Fax: 952-941-0796

[www.Vessco.com](http://www.Vessco.com)



B BRC101  
 I BRB CONTRACTORS INC  
 L PO BOX 750940  
 L TOPEKA, KS 66675-0940  
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INVOICE		
DATE	NUMBER	PAGE
9/3/2024	095194	1 of 1

S DAVID CITY, NE WWTP IMPROVEMENT  
 H C/O BRB CONTRACTORS, INC.  
 I 3461 M ROAD  
 P DAVID CITY, NE 68632  
 T  
 O

ATTENTION:

785-232-1245 APINVOICES@BRBCONTRACTORS.COM

CUSTOMER REF/PO #	JOB #	JOB TITLE	SLP	SHIPPING TYPE	TERMS
19851	0067845		CAS/CLS	BEST WAY	NET 30

QUANTITY		PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED
B/O	Ship				
1.00		VI1855	GATES/VALVES/FLUMES		
1.00		VI1855	11351 GRIT REMOVAL SYSTEM		
0.00	1	VI1855	PARTIAL, DEZURIK PLUG VLVS 3 - 9664541 PEC,10,F1,CI,NBR,CR,AIS,*GS-12-HD12, 10" FLANGED CAST IRON BODY, BUNA PACKING, CHLOROPRENE PLUG FACING MANUAL GEAR OPERATOR  2 - 9654298 PEC,16,F1,CI,NBR,CR,AIS,*GS-12-HD12, 16" FLANGED CAST IRON BODY, BUNA PACKING, CHLOROPRENE PLUG FACING MANUAL GEAR OPERATOR	\$64,227.99	\$64,227.99

This invoice is subject to and incorporates by reference Vessco Holdings's ("Vessco") Terms & Conditions and Customer Warranty available at <a href="http://www.vesscoholdings.com">www.vesscoholdings.com</a> which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Vessco's website.  <b>*TERMS OF PAYMENT ARE NET 30 DAYS FROM DATE OF INVOICE *A 7% PER ANNUM SERVICE CHARGE SHALL BE APPLIED TO ANY BALANCE *CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE</b>	SUBTOTAL:	\$ 64,227.99
	TAX:	\$ 0.00
	TOTAL:	\$ 64,227.99

8217 Upland Circle Chanhassen, MN 55317 - Phone: 952-941-2678 - Fax: 952-941-0796

[www.Vessco.com](http://www.Vessco.com)



Please contact with Questions: 918-459-9536

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

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0760997-1	\$10,490.00	36419	1 of 2

PLEASE REFER TO INVOICE NUMBER WHEN  
 MAKING PAYMENT AND REMIT TO:

FEL-WW BROKEN ARROW #1895  
 P.O.BOX 847411  
 DALLAS, TX 75284-7411

MASTER ACCOUNT NUMBER: 183396

SHIP TO:

BRB CONTRACTORS INC  
 3461 M RD  
 DAVID CITY WWTP IMPROVEMENTS  
 DAVID CITY, NE 68632

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
2923	2923	NEE	R012	BH	DAVID CITY WWTP IMPROVEME	08/09/24	54714
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT
40	40	AFT52P18	Thank you for your business!!! 18 CL52 CL DI FASTITE PIPE Sequence #: 21 Cust Desc : 18" CL52 FASTITE DUCTILE IRON PIPE - CML/JAC		108.000	FT	4323.60
20	20	AFT52P24	24 CL52 CL DI FASTITE PIPE Sequence #: 26 Cust Desc : 24" CL52 FASTITE DUCTILE IRON PIPE - CML/JAC		154.160	FT	3083.20
46	0	DI EPDMFG16	16 DI EPDM FASTITE GSKT Sequence #: 43 Cust Desc : 16" FAST-GRIP RESTRAINT GASKET			EA	0.00
32	0	DI EPDMFG12	12 DI EPDM FASTITE GSKT Sequence #: 57 Cust Desc : 12" FAST-GRIP RESTRAINT GASKET			EA	0.00
20	0	AFT52P10	10 CL52 CL DI FASTITE PIPE Sequence #: 69 Cust Desc : 10" CL52 FASTITE DUCTILE IRON PIPE - CML/JAC			FT	0.00
50	0	AFT52P18	18 CL52 CL DI FASTITE PIPE Sequence #: 109 Cust Desc : 18" CL52 FASTITE DUCTILE IRON PIPE - CML/JAC			FT	0.00
80	0	AFT52PP	4 CL52 CL DI FASTITE PIPE Sequence #: 123 Cust Desc : 4" CL52 FASTITE DUCTILE IRON PIPE - CML/JAC			FT	0.00
20	20	AFT52P24	24 CL52 CL DI FASTITE PIPE Sequence #: 217 Cust Desc : 24" CL52 FASTITE DUCTILE IRON PIPE - CML/JAC		154.160	FT	3083.20
40	0	AFT52P24	24 CL52 CL DI FASTITE PIPE Sequence #: 226 Cust Desc : 24" CL52 FASTITE DUCTILE IRON PIPE - CML/JAC			FT	0.00
20	0	AFT52PU	8 CL52 CL DI FASTITE PIPE			FT	0.00
					<b>TOTAL DUE</b>	<b>CONTINUED</b>	


TERMS: NET 10TH PROX

ORIGINAL INVOICE

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0760997-1	\$10,490.00	36419	2 of 2

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
20	0	AFT52PP	Sequence #: 247 Cust Desc : 6" CL52 FASTITE DUCTILE IRON PIPE - CML/AC		FT	0.00
			4 CL52 CL DI FASTITE PIPE			
1	0	DIEPDMFG12	Sequence #: 298 Cust Desc : 4" CL52 FASTITE DUCTILE IRON PIPE - CML/AC		EA	0.00
			12 DI EPDM FASTITE GSKT			
20	0	AFT52PP	Sequence #: 491 Cust Desc : 12" FAST-GRIP RESTRAINT GASKET		FT	0.00
			4 CL52 CL DI FASTITE PIPE			
2	0	DIEPDMFG16	Sequence #: 502 FASTITE DUCTILE IRON PIPE - CML/AC		EA	0.00
			16 DI EPDM FASTITE GSKT			
			Sequence #: 658 Cust Desc : 16" EPDM FASTITE GASKET			
<b>INVOICE SUB-TOTAL</b>						<b>10490.00</b>
<p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p>						
<p>Looking for a more convenient way to pay your bill?</p> <p>Log in to <b>Ferguson.com</b> and request access to Online Bill Pay.</p>						

TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$10,490.00
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.





INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0761001	\$10,763.56	36419	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
 MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #2923  
 PO BOX 847411  
 DALLAS, TX 75284-7411

MASTER ACCOUNT NUMBER: 183396

SHIP TO:

BRB CONTRACTORS INC  
 3461 M RD  
 DAVID CITY WWTP IMPROVEMENTS  
 DAVID CITY, NE 68632

Please contact with Questions: 816-627-2706

BRB CONTRACTORS INC  
 3806 NW 25TH ST  
 DAVID CITY WWTP IMPROVEME  
 (PLANT DIVISION)  
 TOPEKA, KS 66618

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
2923	2923	NEE	R011	BH	DAVID CITY WWTP IMPROVEME	08/26/24	54831
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1	1	SP-24DIPFABSPPOOL	Thank you for your business!!! 24 DIP FAB SPL - DESCRIPTION BELOW Sequence #: 213 Cust Desc : 24" X 1'-2" TFS-MJ X PE DI PIPE W/WC CENTERED - CML/PRIMED	2903.280	EA	2903.28	
1	1	SP-24DIPFABSPPOOL	24 DIP FAB SPL - DESCRIPTION BELOW Sequence #: 231 Cust Desc : 24" X 1'-2" TFS-MJ X PE DI PIPE W/WC CENTERED - CML/PRIMED	2903.280	EA	2903.28	
1	1	SP-24DIPFABSPPOOL	24 DIP FAB SPL - DESCRIPTION BELOW Sequence #: 237 Cust Desc : 24" X 1'-0" TFS-MJ X PE DI PIPE W/WC CENTERED - CML/PRIMED	2903.280	EA	2903.28	
1	1	SP-6DIPFABSPPOOL	6 DIP FAB SPL - DESCRIPTION BELOW Sequence #: 243 Cust Desc : 6" X 1'-0" TFS-MJ X PE DI PIPE W/WC CENTERED - CML/PRIMED	487.500	EA	487.50	
1	1	SP-16DIPFABSPPOOL	16 DIP FAB SPL - DESCRIPTION BELOW Sequence #: 323 Cust Desc : 16" X 1'-0" TFS-MJ X PE DI PIPE W/WC CENTERED - CML/PRIMED	1566.220	EA	1566.22	
INVOICE SUB-TOTAL						10763.56	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Looking for a more convenient way to pay your bill? Log in to <b>Ferguson.com</b> and request access to Online Bill Pay.							

TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$10,763.56
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0759887	\$14,654.75	36419	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
 MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #2923  
 PO BOX 847411  
 DALLAS, TX 75284-7411

MASTER ACCOUNT NUMBER: 183396

SHIP TO:
----------

BRB CONTRACTORS INC  
 3461 M RD  
 DAVID CITY WWTP IMPROVEMENTS  
 DAVID CITY, NE 68632

Please contact with Questions: 816-627-2706

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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID	
2923	2923	NEE	R008	BH	DAVID CITY WWTP IMPROVEME	08/27/24	54845	
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT	
1		1 SP-E3816DIY	Thank you for your business!! 16 MEGA COUPLING DI ESG BLUE BOLTS Sequence #: 46 Cust Desc : 16" DIP REST FLEX COUPLING - DIP X DIP / COR-BLUE BOLTS		1271.370	EA	1271.37	
4		4 SP-E3816DIY	16 MEGA COUPLING DI ESG BLUE BOLTS Sequence #: 90 Cust Desc : 16" DIP REST FLEX COUPLING - DIP X DIP / COR-BLUE BOLTS		1271.370	EA	5085.48	
4		4 SP-E3816DIY	16 MEGA COUPLING DI ESG BLUE BOLTS Sequence #: 105 Cust Desc : 16" DIP REST FLEX COUPLING - DIP X DIP / COR-BLUE BOLTS		1271.370	EA	5085.48	
1		1 SP-E3816DIY	18 MEGALUG DI ESG BLUE BOLTS Sequence #: 112 Cust Desc : 18" DIP REST FLEX COUPLING - DIP X DIP / COR-BLUE BOLTS		1301.650	EA	1301.65	
1		1 SP-E3608SEPY	8 MEGA COUPLING EPDM GSKT BLUE BOLT Sequence #: 153 Cust Desc : 8" DIP REST FLEX COUPLING - DIP X DIP / COR-BLUE BOLTS / EPDM GASKETS		330.580	EA	330.58	
1		1 SP-3814DIDSS16	14 MEGA COUPLING DI DOM 316 HDWR Sequence #: 585 Cust Desc : 14" DIP REST FLEX COUPLING - DIP X DIP / SST BOLTING		1580.190	EA	1580.19	
INVOICE SUB-TOTAL							14654.75	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.								
TERMS: NET 10TH PROX					ORIGINAL INVOICE		TOTAL DUE	\$14,654.75

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



Please contact with Questions: 816-627-2706

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

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0760997-2	\$18,733.52	36419	1 of 2

PLEASE REFER TO INVOICE NUMBER WHEN  
 MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #2923  
 PO BOX 847411  
 DALLAS, TX 75284-7411

MASTER ACCOUNT NUMBER: 183396

SHIP TO:


BRB CONTRACTORS INC  
 3461 M RD  
 DAVID CITY WWTP IMPROVEMENTS  
 DAVID CITY, NE 68632

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
2923	2923	NEE	R012	923	DAVID CITY WWTP IMPROVEME	09/05/24	54926
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
46	0	DIEPDMFG16	16 DI EPDM FASTITE GSKT Sequence #: 43 Cust Desc : 16" FAST-GRIP RESTRAINT GASKET		EA	0.00	
32	0	DIEPDMFG12	12 DI EPDM FASTITE GSKT Sequence #: 57 Cust Desc : 12" FAST-GRIP RESTRAINT GASKET		EA	0.00	
20	20	AFT52P10	10 CL52 CL DI FASTITE PIPE Sequence #: 69 Cust Desc : 10" CL52 FASTITE DUCTILE IRON PIPE - CML/JAC	51.470	FT	1029.40	
50	60	AFT52P18	18 CL52 CL DI FASTITE PIPE Sequence #: 109 Cust Desc : 18" CL52 FASTITE DUCTILE IRON PIPE - CML/JAC	108.090	FT	6485.40	Need 10 more
80	80	AFT52PP	4 CL52 CL DI FASTITE PIPE Sequence #: 123 Cust Desc : 4" CL52 FASTITE DUCTILE IRON PIPE - CML/JAC	36.270	FT	2901.60	
40	40	AFT52P24	24 CL52 CL DI FASTITE PIPE Sequence #: 226 Cust Desc : 24" CL52 FASTITE DUCTILE IRON PIPE - CML/JAC	154.160	FT	6166.40	
20	20	AFT52PU	6 CL52 CL DI FASTITE PIPE Sequence #: 247 Cust Desc : 6" CL52 FASTITE DUCTILE IRON PIPE - CML/JAC	27.840	FT	556.80	
20	20	AFT52PP	4 CL52 CL DI FASTITE PIPE Sequence #: 298 Cust Desc : 4" CL52 FASTITE DUCTILE IRON PIPE - CML/JAC	36.270	FT	725.40	
1	0	DIEPDMFG12	12 DI EPDM FASTITE GSKT Sequence #: 491 Cust Desc : 12" FAST-GRIP RESTRAINT GASKET		EA	0.00	
20	20	AFT52PP	4 CL52 CL DI FASTITE PIPE Sequence #: 502 FASTITE DUCTILE IRON PIPE	36.270	FT	725.40	
<b>TERMS: NET 10TH PROX ORIGINAL INVOICE</b>						<b>TOTAL DUE</b>	<b>CONTINUED</b>

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0760997-2	\$18,733.52	36419	2 of 2

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
2	2	DIEPDMFG16	- CML/AC 16 DI EPDM FASTITE GSKT Sequence #: 656 Cust Desc : 16" EPDM FASTITE GASKET	71.560	EA	143.12
<b>INVOICE SUB-TOTAL</b>						<b>18733.52</b>
<p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p>						
<p>Looking for a more convenient way to pay your bill?</p> <p>Log in to <b>Ferguson.com</b> and request access to Online Bill Pay.</p> 						
<b>TERMS:</b>	<b>NET 10TH PROX</b>	<b>ORIGINAL INVOICE</b>			<b>TOTAL DUE</b>	<b>\$18,733.52</b>

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

# WHITE CAP®

White Cap, L.P.  
 PO Box 4944  
 Orlando, FL 32802-4944

**BRANCH ADDRESS**  
 678 - WC DES MOINES IA (STS)  
 (515) 243-8286  
 2205 BELL AVENUE  
 DES MOINES IA 50321

## INVOICE

<b>INVOICE NUMBER</b>
50028222134
<b>INVOICE DATE</b>
09/06/2024
<b>CUSTOMER PO NUMBER</b>
DAVID CITY WASTEWATER FACILITY

<b>TO VIEW AND PAY ONLINE GO TO:</b>
<a href="http://whitecap.billtrust.com">http://whitecap.billtrust.com</a>
<b>ENROLLMENT TOKEN:</b>
WMF LMD LRL

ACCOUNT # 33496000

TERRITORY:  
 SHIP TO: 10004855327

<b>MAKE CHECKS PAYABLE TO:</b>
White Cap, L.P. P.O. Box 4852 ORLANDO, FL 32802-4852

BRB CONTRACTORS INC  
 PO BOX 750940  
 TOPEKA KS 66618

DAVID CITY WASTEWATER FACILITY  
 3461 M RD  
 DAVID CITY NE 68632

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
09/04/2024	61500638	DOUG BRONSON	MARUSHAK, BRAD	SINGELMANN, TORI				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
678	10004855327	NET 30 DAYS	4, COMMON CARRIER	DAVID CITY				
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	..... DELIVERY TAG#: 31231399 SHIPPING NOTES: CC E3J0, E3KL, E4AM, SUPTS 23NE560 .....	1	0	0	1	0.00	
1	132726258	5" UPPER CONTINUOUS HIGH CHAIR	20	1.38 FT	0	20	27.60	0.00
2	E3J0	AGP FLUME-FABRICATED REBAR	1	6,919.43 EA	0	1	6,919.43	0.00
3	E3KL	SBAR DIST. BOX-FABRICATED REBAR	1	10,125.62 EA	0	1	10,125.62	0.00
4	E4AM	HEADWORKS FIX BARS-FABRICATED REBAR	1	588.40 EA	0	1	588.40	0.00
The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at <a href="http://About.WhiteCap.com">About.WhiteCap.com</a> Pay your invoices online by visiting: <a href="https://whitecap.billtrust.com">https://whitecap.billtrust.com</a> Sales Tax Exemption Questions or Certificates: <a href="mailto:TaxExemptCredit@whitecap.com">TaxExemptCredit@whitecap.com</a> THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.								
For questions regarding this invoice please call (866) 790-6737 NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE Visit <a href="https://www.whitecap.com/terms/terms-conditions-of-sale-terms">https://www.whitecap.com/terms/terms-conditions-of-sale-terms</a> to view complete terms and conditions.							TOTAL GROSS	17,661.05
RECEIVED BY: ECKLAY TRUCKING							TOTAL TAX	0.00
SIGNATURE COPY ON FILE							TOTAL SHIPPING AND HANDLING	0.00
							TOTAL INVOICE	17,661.05

Council member Pat Meysenburg made a motion to approve Pay Application #5 for IES Commercial, Inc. in the amount of \$470,542.77 for the '2023 AGP Substation' Project. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea

Yea: 4, Nay: 0, Absent: 2

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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.:	220993.00
Contractor:	IES Commerical, Inc.	Contractor's Project No.:	555042002
Project:	2023 AGP Substation		
Contract:	2023 AGP Substation		
Application No.:	5	Application Date:	9/25/2024
Application Period:	From 9/1/2024	to	9/30/2024
1. Original Contract Price		\$	2,416,450.00
2. Net change by Change Orders		\$	265,681.34
3. Current Contract Price (Line 1 + Line 2)		\$	2,682,131.34
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$	1,582,710.67
5. Retainage			
a. 5% X \$ 1,582,710.67 Work Completed =		\$	79,135.53
b. 5% X \$ - Stored Materials =		\$	-
c. Total Retainage (Line 5.a + Line 5.b)		\$	79,135.53
6. Amount eligible to date (Line 4 - Line 5.c)		\$	1,503,575.14
7. Less previous payments (Line 6 from prior application)		\$	1,033,032.37
8. Amount due this application		\$	470,542.77
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$	1,178,556.20
<b>Contractor's Certification</b>			
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:	IES Commercial, Inc.		
Signature:		Date:	9-25-24
<b>Recommended by Engineer</b>		<b>Approved by Owner</b>	
By:		By:	
Title:	Electrical Senior Project Manager	Title:	
Date:	September 30, 2024	Date:	
<b>Approved by Funding Agency</b>			
By:		By:	
Title:		Title:	
Date:		Date:	

Progress Estimate - Unit Price Work														
Contractor's Application for Payment														
Owner: City of David City Engineer: RFO Consulting Group, Inc. Contractor: RS Commercial, Inc. Project: 2023 AOP Substation Contract: 2023 AOP Substation														
Owner's Project No: 2021461.00 Engineer's Project No: 3035027004 Contractor's Project No: 3035027004														
Application No.: S Application Period: From 09/01/24 To 09/30/24 Application Date: 09/25/24														
A	B	C	D	E	Contract Information			F	G	H	I	J	K	L
Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (CX E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (TX G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (M+I) (\$)	% of Items (I / J) (%)	Balance to Finish (P - I) (\$)	Application Date:		
												Original Contract	Change Orders	
1.	Substation Installation, Complete and Operational	1.00	LS	\$2,416,430.00	2,416,430.00	0.00	1,449,870.00		1,449,870.00	60%	966,560.00			
					Original Contract Total	\$	2,416,430.00	\$	1,449,870.00	60%	\$	966,560.00		
Change Orders														
	Change Order #1	1.00		405,350.00	405,350.00	0.30	202,675.00		202,675.00	50%	202,675.00			
	Change Order #2	1.00		(139,608.66)	(139,608.66)	0.30	(69,804.33)		(69,804.33)	50%	(69,804.33)			
					Change Order Total	\$	265,741.34	\$	132,840.67	50%	\$	132,840.67		
					Original Contract and Change Orders Project Total	\$	2,682,171.34	\$	1,582,710.67	59%	\$	1,099,430.67		



Council member Bruce Meysenburg made a motion to approve Pay Estimate #4 for Municipal Pipe Tool Co. LLC in the amount of \$11,281.95 for the South Area Rehabilitation Project. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea

Yea: 4, Nay: 0, Absent: 2

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**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

October 4, 2024

Tami Comte  
City Clerk  
City of David City  
1220 E Street  
David City, NE 68632

CITY OF DAVID CITY, NEBRASKA  
SOUTH AREA SEWER REHABILITATION  
PARTIAL PAYMENT ESTIMATE NO. 4

Enclosed is a copy of Partial Payment Estimate No. 4 for the South Area Rehabilitation project. Partial Payment Estimate No. 4 is in the amount of \$11,281.95.

Veenstra & Kimm, Inc has reviewed Partial Payment Estimate No. 4 and would recommend its approval and payment.

Partial Payment Estimate No. 4 covers the work by Municipal Pipe Tool Co. LLC during the period from August 12, 2024 to September 24, 2024. The work during this period included additional work on spot repairs and surface restoration associated with the spot repairs. The partial payment estimate includes materials stored for pipe for the remaining spot repairs.

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or at [bveenstra@v-k.net](mailto:bveenstra@v-k.net).

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'H. R. Veenstra Jr.', is written over a blue horizontal line.

H. R. Veenstra Jr.

HRVJr:paj  
6476  
Enclosure



**VEENSTRA & KIMM INC.**  
 500 Whitson Parkway  
 West Des Moines, Iowa 50320  
 515.225.8000 / 800.241.8000  
 www.vk.net

ESTIMATE OF CONSTRUCTION COMPLETED							
PARTIAL PAYMENT NO. 4							
PROJECT TITLE: South Area Sewer Rehabilitation							
Contractor: Municipal Pipe Tool Company				Date: October 4, 2024			
Original Contract Amount:				5067,383.35			
Pay Period: August 12, 2024 to September 24, 2024							
BID ITEMS							
Item No.	DESCRIPTION	UOM	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (W.D. C.O. #)	COMPLETED TO DATE		
1.1	Mobilization	LS	1.00	1.10	0.60	\$39,917.50	\$28,990.50
1.2	Traffic Control	LS	1.00	1.00	0.60	\$8,812.40	\$5,347.44
1.3	Surface Restoration	LS	1.00	1.00	0.50	\$8,610.00	\$4,305.00
1.4	PCC Pavement	SY	100.00	100.00	0.00	\$100.80	\$0.00
1.5	HMA Pavement	SY	100.00	34.00	0.00	\$100.80	\$0.00
1.6	PCC Sidewalk	SY	100.00	100.00	0.00	\$94.50	\$0.00
1.7	Remove and Replace 8" Sewer	LF	110.00	110.00	131.00	\$47.25	\$4,189.75
1.8	8" Sanitary Sewer Televising	LF	4,165.00	3,924.30	3,708.40	\$1.00	\$3,708.40
1.9	8" Sanitary Sewer Cleaning	LF	4,165.00	3,924.30	3,708.40	\$2.00	\$7,416.80
1.10	8" Sanitary Sewer Cured-in-Place Pipe	LF	4,165.00	3,924.30	1,655.00	\$34.00	\$56,270.00
1.11	10" Sanitary Sewer Televising	LF	2,395.00	2,806.90	2,806.90	\$1.00	\$2,806.90
1.12	10" Sanitary Sewer Cleaning	LF	2,395.00	2,806.90	2,806.90	\$2.00	\$5,613.80
1.13	10" Sanitary Sewer Cured-in-Place Pipe	LF	2,395.00	2,386.90	1,982.00	\$39.00	\$77,298.00
1.14	12" Sanitary Sewer Televising	LF	2,685.00	2,636.40	2,636.40	\$1.00	\$2,636.40
1.15	12" Sanitary Sewer Cleaning	LF	2,685.00	2,636.40	2,296.50	\$3.00	\$7,189.50
1.16	12" Sanitary Sewer Cured-in-Place Pipe	LF	2,685.00	1,358.40	1,038.00	\$42.00	\$43,596.00
1.17	18" Sanitary Sewer Televising	LF	1,013.00	617.30	617.30	\$1.00	\$617.30
1.18	18" Sanitary Sewer Cleaning	LF	1,013.00	617.30	617.30	\$4.00	\$2,469.20
1.20	18" Sanitary Sewer Cured-in-Place Pipe	LF	1,013.00	617.30	618.00	\$74.00	\$45,732.00
1.21	Point Repair No. 1	EA	1.00	0.00	0.00	\$3,528.00	\$0.00
1.22	Point Repair No. 2	EA	1.00	0.00	0.00	\$3,528.00	\$0.00
1.23	Point Repair No. 3	EA	1.00	0.00	0.00	\$3,528.00	\$0.00
1.24	Point Repair No. 4	EA	1.00	0.00	0.00	\$3,024.00	\$0.00
1.25	Point Repair No. 5	EA	1.00	1.00	0.00	\$3,391.50	\$0.00
1.26	Point Repair No. 6	EA	1.00	0.00	0.00	\$10,185.00	\$0.00
1.27	Point Repair No. 7	EA	1.00	1.00	0.00	\$12,731.25	\$0.00
1.28	Point Repair No. 8	EA	1.00	1.00	0.00	\$3,024.00	\$0.00
1.29	Point Repair No. 9	EA	1.00	0.00	0.00	\$3,024.00	\$0.00
1.30	Manhole Cleaning / Root Cutting	LF	2,695.00	2,695.00	1,154.00	\$5.00	\$5,770.00
1.31	Reinstate Service Connection	EA	103.00	93.00	56.00	\$90.00	\$5,040.00
1.32	Ground Service Connection	EA	103.00	71.00	0.00	\$450.00	\$0.00
1.33	Trim Protruding Services, Clay or PVC	EA	5.00	5.00	2.00	\$368.00	\$736.00
CD1.1.33	Manhole, 48" Dia	EA	0.00	1.00	1.00	\$14,610.00	\$14,610.00
CD1.2.1	PCC Pavement	SY	0.00	50.00	0.00	\$100.80	\$0.00
CD1.2.2	Hot Mix Asphalt	SY	0.00	125.00	0.00	\$117.60	\$0.00
CD1.2.3	8" Sanitary Sewer Televising	LF	0.00	92.100	0.00	\$1.00	\$0.00
CD1.2.4	8" Sanitary Sewer Cleaning	LF	0.00	92.100	0.00	\$2.00	\$0.00
CD1.2.5	8" Sanitary Sewer Cured-in-Place Pipe	LF	0.00	92.100	0.00	\$36.00	\$0.00
CD1.2.6	Point Repair No. 10	EA	0.00	1.00	0.00	\$8,531.25	\$0.00
CD1.2.7	Point Repair No. 11	EA	0.00	0.00	0.00	\$8,531.25	\$0.00
CD1.2.8	Point Repair No. 12	EA	0.00	0.00	0.00	\$8,531.25	\$0.00
CD1.2.9	Manhole Cleaning / Root Cutting	LF	0.00	488.00	0.00	\$5.00	\$0.00
CD1.2.10	Reinstate Service Connection	EA	0.00	21.00	0.00	\$90.00	\$0.00
CD1.2.11	Ground Service Connection	EA	0.00	21.00	0.00	\$500.00	\$0.00
CD1.2.12	Trim Protruding Services, Clay or PVC	EA	0.00	2.00	0.00	\$368.00	\$0.00
CD1.2.13	Compaction and PCC Testing	LS	0.00	1.00	0.00	\$1,000.00	\$0.00
CD2.1.3	Point Repair No. 13 Add Manhole	EA	0.00	1.00	0.00	\$17,275.50	\$0.00
CD2.1.4	Point Repair No. 12 Add Manhole	EA	0.00	1.00	0.00	\$19,195.00	\$0.00
Total Value Completed - Bid Items							\$311,372.95



SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$667,383.15	\$321,302.99
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1	Add and remove base bid item and Add Alternate 1 quantities. Item changes included in bid items.	-\$11,667.70	\$0.00
2	Remove and add bid items. Item changes included in bid items 1.13, 1.35, 2.7, 2.8, 2.13 and 2.14	\$5,028.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
Total Change Orders		-\$6,639.70	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$660,743.45	\$321,302.99
			Total Completed
Total Materials Stored			\$2,040.76
Total Completed Plus Materials Stored			\$323,343.75
Retainage (10%)			\$32,334.38
Total Earned Less Retainage			\$291,009.37
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	April 1, 2024 to April 26, 2024	\$45,845.59	
2	April 26, 2024 to July 30, 2024	\$216,338.13	
3	July 31, 2024 to August 11, 2024	\$17,543.70	
4		\$0.00	
5		\$0.00	
6		\$0.00	
7		\$0.00	
8		\$0.00	
9		\$0.00	
10		\$0.00	
Total Previously Approved			\$279,727.42
Amount Due This Request			<b>\$11,281.95</b>
Note: The amount <b>\$11,281.95</b> is recommended for approval for payment in accordance with the terms of the Contract.			
<b>CONTRACT SUMMARY</b>			
ORIGINAL CONTRACT AMOUNT		\$667,383.15	
TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS		\$660,743.45	
THIS PARTIAL PAYMENT		\$11,281.95	
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT		\$291,009.37	
BALANCE		\$369,734.08	
PERCENT COMPLETE		48.9%	
<b>Recommended By:</b> Veenstra & Kimm, Inc.		<b>Contractor:</b> Municipal Pipe Tool Company	
<b>Approved:</b> City of David City			
Signature		Signature	
Name	H. R. Veenstra Jr.	Name	Matt Boggs
Title	Project Manager	Title	Project Manager
Date	October 9, 2024	Date	10-4-2024
Signature		Signature	
Name		Name	Jessica Miller
Title		Title	Mayor
Date		Date	

Council member Kevin Woita made a motion to pass and adopt Resolution No. 28-2024 authorizing a loan agreement with the Electric Dept. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 4, Nay: 0, Absent: 2

**RESOLUTION NO. 28 - 2024**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AUTHORIZING IT TO BORROW ONE HUNDRED THOUSAND DOLLARS FROM THE ELECTRIC DEPARTMENT OF THE CITY OF DAVID CITY, NEBRASKA.**

**WHEREAS**, the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**") desires to purchase three new vehicles for the City's Police Department's use; and

**WHEREAS**, to purchase the three new vehicles, the City requires a loan of one-hundred thousand dollars and zero cents ("**Loan Amount**"); and

**WHEREAS**, City desires to borrow the Loan Amount from City's Electric Department ("**Department**") and to execute that certain Loan Agreement, a copy of which is attached hereto and incorporated herein as **EXHIBIT A** ("**Loan Agreement**"); and

**WHEREAS**, Nebraska Revised Statutes section 17-616 requires City to pass a resolution to authorize it to execute contracts on behalf of the City; and

**WHEREAS**, City finds it in the best interest of City and City's residents to execute the Loan Agreement and borrow the Loan Amount from Department.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of David City, Nebraska, hereby resolves as follows:

1. The Mayor is hereby authorized to execute the Loan Agreement in substantially the same form as **EXHIBIT A** and to take all other actions reasonably necessary to carry out and effectuate the purposes of this Resolution.
2. The Mayor and City Clerk may execute such other documents and take such other actions as reasonably necessary to effectuate the purposes herein.
3. The City hereby repeals all other resolutions in conflict with this Resolution to the extent of such conflict.
4. This Resolution is effective immediately upon passage.

Passed and approved this 9<sup>th</sup> day of October, 2024.

---

Mayor Jessica Miller

ATTEST:

---

City Clerk Tami Comte

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## **EXHIBIT A**

### **Form of Loan Agreement**

[SEE ATTACHED]

### **LOAN AGREEMENT**

This **LOAN AGREEMENT** ("Agreement") is effective as of the date last written below ("Effective Date") by and between the **CITY OF DAVID CITY, NEBRASKA**, a municipal corporation and city of the second class ("Borrower") and the **ELECTRIC DEPARTMENT OF THE CITY OF DAVID CITY, NEBRASKA** ("Lender"). This Agreement refers to Borrower and Lender each individually as a "Party" and collectively as the "Parties."

### **RECITALS**

**WHEREAS**, the Parties desire to execute this Agreement to provide the terms and conditions under which Lender shall lend the Principal (defined below) to Borrower and under which Borrower shall repay the Principal to Lender plus Interest (defined below) during the Term (defined below); and

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

### **AGREEMENT**

- 1. Loan.** On the Effective Date Lender will remit and Borrower will accept a lump sum disbursement of ONE-HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00) ("Principal").
- 2. Term.** The Term of this Agreement shall begin on the first day of the 2024-2025 fiscal year, October 1, 2024, and end three (3) fiscal years later ("Term") on September 30, 2027 ("Maturity Date"). If the Maturity Date falls on a weekend or Federal holiday the Maturity Date shall be the immediately following business day.
- 3. Interest.** The Principal shall accrue interest over the Term at a fixed rate of four percent (4.00%) per annum, compounded annually ("Interest," together with Principal, collectively as the "Note").
- 4. Repayment.** Borrower shall repay the Note in equal annual installments of Principal and Interest ("Payment") amortized over the Term. The first Payment shall become due and payable from Borrower to Lender on October 1, 2025. If Borrower does not sooner pay the entire Note pursuant to Section 4 herein, the final Payment shall become due and payable from Borrower to Lender on the Maturity Date. On the Maturity Date, without presentment from Lender, Borrower shall pay to Lender a lump-sum Payment equal to the unpaid balance of the Note.
- 5. Prepayment.** Borrower may, in Borrower's sole discretion, make additional payments towards the Principal or Interest at any time during the Term. Borrower may fulfil its



obligations hereunder by paying Lender the entire amount of the Principal and Interest accrued at said point in time prior to the Maturity Date.

**6. No Acceleration.** Lender shall have no right to accelerate any portion or all of the Note during the Term.

**7. Assignment.** Either Party may assign its rights and obligations hereunder to another person, entity, or another department or instrumentality of either Party with the prior written consent of the other Party. Either Party's assignee shall bound by the terms and conditions of this Agreement.

**8. Authorization to Execute.** The Parties each represent and warrant that the person or entity signing on behalf of either Party is duly authorized to execute this Agreement and bind the Party it is signing on behalf of.

**9. Books and Records.** Borrower shall maintain proper books, records, and accountings of the Note that includes full and correct entries of all payments Borrower makes towards Principal or Interest. Lender may inspect the books and records Borrower maintains for the purposes of this Agreement by requesting the same in writing.

**10. Payments; Notice.** All payments or notices this Agreement requires shall be made at the below addresses:

**If to BORROWER:**

City of David City, Nebraska  
c/o Tami Comte, City Clerk  
490 E Street  
David City, Nebraska 68632  
(402) 367-3135  
[tcomte@davidcityne.gov](mailto:tcomte@davidcityne.gov)

**Copy of BORROWER Notices to:**

Baird Holm LLP  
c/o David C. Levy  
1700 Farnam Street, Suite 1500  
Omaha, Nebraska 68102  
(402) 344-0500  
[dlevy@bairdholm.com](mailto:dlevy@bairdholm.com)

**If to LENDER:**

David City Electric Department  
c/o Pat Hoeft, Electric Supervisor  
174 E Street  
David City, Nebraska 68636  
(402) 367-3197

**Copy of LENDER Notices to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11. Binding Effect.** This Agreement shall bind each Party and its respective successors and assigns.

**12. Entire Agreement.** This Agreement reflects and entirety of the Parties' agreements, understandings, expectations, and representations.

**13. Amendment.** The Parties may only amend this Agreement by executing a writing both Parties sign.

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

15. **Counterparts.** The Parties may execute this Agreement in multiple counters each of which will be an original and all of which shall constitute one and the same instrument.

16. **Severability.** Any provision of this Agreement that a court of competent jurisdiction invalidates or deems unenforceable shall have no effect to the remaining provisions of this Agreement; provided however if any such invalidated or unenforceable provision involves the amount of Interest or the timing of payments from Borrower to Lender, directly or indirectly, the entire Agreement shall be null and void and the Parties shall immediately execute a new loan agreement governing Borrower's repaying of the remaining balance of the Note under substantially the same terms of this Agreement and in compliance with said court of competent jurisdiction's order.

17. **Necessary Actions; Cooperation.** The Parties shall execute such further documents and take such further actions that are reasonably necessary to effectuate the purposes of this Agreement.

[SIGNATURES FOLLOW]

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

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

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

ATTEST:

\_\_\_\_\_  
Tami Comte, City Clerk

**THE ELECTRIC DEPARTMENT  
OF THE CITY OF DAVID CITY,  
NEBRASKA**

By: \_\_\_\_\_  
Pat Hoeft, Electric Supervisor

Council member Kevin Woita made a motion to pass and adopt Resolution No. 29-2024, amending the RV Campground rates as amended: proof of ongoing temporary employment no longer than eighteen months. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 4, Nay: 0, Absent: 2

**RESOLUTION NO. 29-2024**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF DAVID CITY, NEBRASKA, AMENDING RESOLUTION NO. 52-2023, ESTABLISHING A FEE TO RV CAMPGROUND LOCATED WITHIN THE CITY OF DAVID CITY FOR THOSE UNDER TRAVELING EMPLOYMENT.

**WHEREAS**, the City of David City, Nebraska, a municipal corporation and a city of the second class (“City”), previously passed Resolution No. 41-2023 and Resolution No. 52-2023, collectively establishing the fee schedule (“Fee Schedule”) for the RV Campground located in City (“RV Campground”); and

**WHEREAS**, City finds it is necessary and in the best interest of City’s residents to further amend the Fee Schedule to provide a rental rate for transient individuals who desire to rent space at the RV Campground due to traveling employment.

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA**, that the Fee Schedule shall be repealed and replaced in its entirety by the following:

**RV CAMPGROUND FEE SCHEDULE**

RV Campground (full-hookups) .....	<b>\$40.00 / day</b>
RV Campground Monthly rate (full-hookups) .....	<b>\$1,100.00 / month</b>
Traveling Employment Rate .....	<b>\$750.00 / month**</b>
Tenant Referral Discount.....	<b>(\$50.00) off following month’s fee***</b>

\* Unless otherwise determined by the City, in its discretion, the monthly rate must be selected and paid in full at the beginning of the calendar month. No refunds shall be given for early departure.

\*\* The Traveling Employment Rate shall apply to individuals that desire to rent a site due to traveling employment. “Traveling Employment” shall mean any employment with an employer located outside of the City of David City, Nebraska, that requires the employee to travel to the City of David City, Nebraska, for short, non-permanent periods of time. This shall include, without limitation, construction workers and traveling nurses. All tenants applying for the Traveling Employment Rate shall submit proof of on-going traveling employment to and receive

the pre-approval of the City of David City, Nebraska. The Traveling Employment Rate shall only be valid for a period of eighteen months from the starting date.

\*\*\* The Tenant Referral Discount shall apply to any current tenant who refers a new monthly tenant (i.e., an individual who has never previously occupied the campground) to the City for occupation of a pad site, and such referral rents a pad site for at least one (1) month. Tenants qualifying for this discount will receive a one-time \$50.00 discount from their subsequent monthly bill for each successful referral. It shall not be applied retroactively or entitle any current tenant to a refund of prior fees paid in the event such referring tenant no longer occupies a pad site in the month following a successful referral. To qualify, the referral must be made known to the City, in writing (via email to the City Clerk) prior to the new tenant's occupation of a pad site.

Dated this 9<sup>th</sup> day of October, 2024.

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Mayor Jessica J. Miller

ATTEST:

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City Clerk Tami L. Comte

Council member Bruce Meysenburg made a motion to approve an Offer Letter and Firm Electric Service CN 13-UGPR-1076 Exhibit B (Revision 1) and Exhibit C (Revision 1) with Western Area Power Administration and authorized the mayor to sign. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 4, Nay: 0, Absent: 2

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**Department of Energy**  
Western Area Power Administration  
Upper Great Plains Customer Service Region  
P.O. Box 35800  
Billings, MT 59107-5800

PM-0002

October 7, 2024

B6205.BL

The Honorable Jessica Miller  
Mayor  
City of David City  
P.O. Box 191  
David City, NE 68632

Dear Mayor Miller:

The City of David City (David City) and Western Area Power Administration (WAPA) entered into Firm Electric Service Contract No. 13-UGPR-1076 (FES Contract) on March 13, 2015. To minimize exhibit revisions during the transition to the FES Contract, Exhibits B and C of Contract No. 90-BAO-526, dated December 12, 1990, were adopted. At this time, WAPA has prepared exhibit revisions to update Exhibits B and C of the FES Contract.

Therefore, attached for your consideration, are Adobe.pdf files of proposed Revision 1 to Exhibit B (Exhibit B) and Revision 1 to Exhibit C (Exhibit C) of FES Contract between David City and WAPA. Exhibit B provides the Operating Agreement between David City and WAPA, including Quantitative Determinations. Exhibit C describes the Transmission Path and Delivery and Measurement Conditions for delivery of Federal power and energy to David City. Exhibit B and Exhibit C are referred to collectively in this letter as Exhibits.

WAPA and David City agree that the Exhibits may be signed and executed digitally in accordance with WAPA's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

The Exhibits are in final form for your signature. If the Exhibits are satisfactory, please take the following actions to ensure proper execution and administration of the Exhibits:

- Do not date the Exhibits.
- Have the appropriate official digitally sign the Exhibits using Adobe Sign or Adobe E-Signature.
- Have the official's signature attested by filling in the appropriate blocks and digitally sign using Adobe Sign or Adobe E-Signature.
- Apply the seal, if there is one, to each signature page of the Exhibits.
- Any changes or alterations made to the Exhibits shall render them null and void.
- After David City signs, attests, and seals the Exhibits as instructed above, please save the Exhibits as Adobe.pdf files and email digitally signed Exhibits to [mgoodman@wapa.gov](mailto:mgoodman@wapa.gov) for completion within 60 days of the date above or the Exhibits shall be null and void.

WAPA will review the Exhibits upon return and, if satisfactory, execute and date the Exhibits with digital signature. One executed Exhibit B and Exhibit C will then be returned for your use. If you have any questions concerning the Exhibits, please contact Mike Goodman at (406) 255-2935, [mgoodman@wapa.gov](mailto:mgoodman@wapa.gov) or Christopher Sirvas at (605) 353-2544, [sirvas@wapa.gov](mailto:sirvas@wapa.gov).

Sincerely,

**LORI  
FRISK**

Digitally signed by  
LORI FRISK  
Date: 2024.10.07  
12:26:01 -05'00'

Lori L. Frisk  
Vice President of Power Marketing  
for Upper Great Plains Region

**Attachments**

(Sent electronically)

Exhibit B, Revision 1  
Contract No. 13-UGPR-1076  
City of David City, Nebraska

EXHIBIT B  
(Operating Agreement Including Quantitative Determinations)

1. This Exhibit B made on \_\_\_\_\_, effective under and as a part of Contract No. 13-UGPR-1076, dated March 13, 2015, hereinafter called the Contract, shall become effective on the first day of the first full billing period after the date of its execution. Upon such effective date, this Exhibit B shall terminate and supersede Exhibit B dated March 13, 2015, and shall remain in effect until superseded by another Exhibit B or termination of the Contract.

2. DAVID CITY'S FIRM ELECTRIC SERVICE ARRANGEMENTS:

2.1 The System Definitions and Billing Determinations set forth in this Operating Agreement are based upon the understanding of the Parties that David City's firm electric service arrangements are such that its system load requirements are normally supplied from the following sources:

2.1.1 Firm electric service from Western.

2.1.2 Firm electric service from another power supplier. As of the date of this Exhibit B, David City is receiving firm electric service from Nebraska Public Power District (NPPD).

2.1.3 David City's own generation which has been leased to NPPD.

2.2 Western reserves the right to unilaterally require the substitution of a new Exhibit B in the event that the firm electric service arrangements of David City are altered so that this Exhibit B does not correctly identify those arrangements.

3. REPORTING REQUIREMENTS: David City must provide, or cause to be provided, data to Western each month that documents both the times of operation and the amounts of power and energy generated. If David City's resources are not operated during the month, information shall be submitted to Western so indicating. David City shall also keep such other records as may be necessary for the purposes of this Exhibit B and will furnish the Contracting Officer with such information or reports necessary for the determinations called for herein.

4. SYSTEM DEFINITIONS:

4.1 David City's System Demand for any billing period shall be the sum of the highest coincident 30-minute integrated demands established from meter readings taken at:

4.1.1 the Points of Measurement (POMs), as may be adjusted and defined in Exhibit C; and



Exhibit B, Revision 1  
Contract No. 13-UGPR-1076  
City of David City, Nebraska

4.1.2 the POM into David City's system from its generating units, adjusted, if necessary, to generator bus voltage.

4.2 David City's System Energy Requirements for any billing period shall be the total energy delivered during the billing period at:

4.2.1 the POMs, as may be adjusted and defined in Exhibit C; and

4.2.2 the POM into David City's system from its generating units, adjusted, if necessary, to generator bus voltage.

5. THIS SECTION IS INTENTIONALLY LEFT BLANK.

6. BILLING DETERMINATIONS:

6.1 The billed demand for firm power provided by Western to David City in any billing period shall be, for that billing period, the Maximum Rate of Firm Power Obligation as established pursuant to Subsection 6.3 of the Contract.

6.2 The billed energy provided by Western to David City in any billing period shall be, for that billing period, the Maximum Energy Obligation as established pursuant to Subsection 6.3 of the Contract.

7. USE OF DIGITAL SIGNATURES: The Parties agree that this Exhibit B may be signed and executed by digital signature using in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

Exhibit B, Revision 1  
Contract No. 13-UGPR-1076  
City of David City, Nebraska

8. EXECUTION IN COUNTERPARTS: This Exhibit B may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit B may be detached by any counterpart of this Exhibit B without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit B identical in form hereto, by having attached to it one or more signature pages.

WESTERN AREA POWER ADMINISTRATION

By \_\_\_\_\_

Title Vice President of Power Marketing  
for Upper Great Plains Region

Address P.O. Box 35800  
Billings, MT 59107-5800



CITY OF DAVID CITY, NEBRASKA

By \_\_\_\_\_

Title Mayor

Address P.O. Box 191  
David City, NE 68632

Attest:  
By \_\_\_\_\_  
Title City Clerk-Treasurer

Exhibit C, Revision 1  
Contract No. 13-UGPR-1076  
City of David City, Nebraska

EXHIBIT C  
(Transmission Path and Delivery and Measurement Conditions)

1. This Exhibit C made on \_\_\_\_\_, effective under and as a part of Contract No. 13-UGPR-1076, dated March 13, 2015, hereinafter called the Contract, shall become effective on the first day of the first full billing period after the date of its execution. Upon such effective date, this Exhibit C shall terminate and supersede Exhibit C dated March 13, 2015, and shall remain in effect until superseded by another Exhibit C or termination of the Contract.

2. TRANSMISSION PATH:

2.1 Historically, the transmission path for power and energy sold by Western to David City was from the edge of Western's transmission system into third party transmission systems, under arrangements entered into by David City, and then to David City's facilities at Point(s) of Delivery in the vicinity of David City, Nebraska.

2.2 On October 1, 2015, Western joined Southwest Power Pool, Inc. (SPP) and placed certain facilities into SPP Zone 19 1/ which allows Western to deliver Federal power and energy within SPP Zone 19 2/. The facilities of David City are not directly interconnected with SPP Zone 19. Deliveries of Federal power and energy sold under this Contract are therefore made over Western's facilities within SPP Zone 19, then into system(s) under the functional control of SPP outside of SPP Zone 19 3/, and that power and energy is then delivered to David City. David City's facilities are directly interconnected with the facilities of Nebraska Public Power District (NPPD) located in Zone 17. David City is responsible for and has made the necessary transmission arrangements for delivery of Federal power and energy, including losses, from the edge of SPP Zone 19 to the Points of Delivery (PODs) identified in Section 3 below. Should Western no longer have qualifying transmission facilities in SPP Zone 19 or the transmission arrangements change, David City is responsible for all transmission arrangements from the edge of Western's system to the POD(s) in Section 3 below. If needed, the Parties agree in good faith to revise this Exhibit C to reflect new conditions.

1/ SPP Zone 19 may consist of multiple transmission owners with qualified transmission facilities in SPP Zone 19.

2/ Western has made separate arrangements for delivery of Federal power and energy in SPP Zone 19.

3/ Federal power and energy may pass over system(s) under the functional control of SPP in Zones 16, 17, and/or 18 before being delivered to David City.

Exhibit C, Revision 1  
Contract No. 13-UGPR-1076  
City of David City, Nebraska

3. DELIVERY CONDITIONS: There are two PODs for electric power and energy delivered to David City. The two PODs are each defined as the point where the 13,800-volt circuit of NPPD connects to the 13,800-volt circuit of David City, in the vicinity of David City, Nebraska.

4. MEASUREMENT CONDITIONS:

4.1 POINTS OF MEASUREMENT: There are two Points of Measurement (POMs) for electric power and energy delivered to David City. The two POMs are at NPPD's 34,500/13,800-volt substation and such electric power and energy is measured at 13,800 volts.

4.2 There is no meter adjustment for losses between each POD and each POM since the electric power and energy delivered to David City is measured at the PODs.

5. SETTLEMENT CONDITIONS:

5.1 WAUE.FSE Settlement Location shall be the SPP settlement location for all Federal power and energy provided under this Contract to David City's load.

5.2 David City shall be responsible for all SPP market related charges, including but not limited to congestion and losses, for Federal power and energy provided under this Contract to David City's load.

5.3 Western will make available the Maximum Rate of Firm Power Obligation and the Maximum Energy Obligation as established pursuant to Subsection 6.3 of the Contract. The energy transaction will be through a SPP Day Ahead Bilateral Settlement Schedule (BSS) Transaction.

6. USE OF DIGITAL SIGNATURES: The Parties agree that this Exhibit C may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

Exhibit C, Revision 1  
Contract No. 13-UGPR-1076  
City of David City, Nebraska

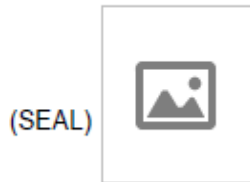
7. EXECUTION IN COUNTERPARTS: This Exhibit C may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit C may be detached by any counterpart of this Exhibit C without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit C identical in form hereto, by having attached to it one or more signature pages.

WESTERN AREA POWER ADMINISTRATION

By \_\_\_\_\_

Title Vice President of Power Marketing  
for Upper Great Plains Region

Address P.O. Box 35800  
Billings, MT 59107-5800



CITY OF DAVID CITY, NEBRASKA

By \_\_\_\_\_

Title Mayor

Address P.O. Box 191  
David City, NE 68632

Attest:

By \_\_\_\_\_

Title City Clerk-Treasurer

Council member Jim Angell made a motion to approve Revision 2 - Exhibit C and Exhibit D to 2016 Wholesale Power Contract with Nebraska Public Power District. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
 Yea: 4, Nay: 0, Absent: 2

Exhibit C  
 Revision No. 2  
 Supersedes Exhibit C Revision 1 dated: January 1, 2020

### **Exhibit C**

#### **Contract Rates of Delivery for Western Firm Electric Service**

This Exhibit C shall become effective the 1<sup>st</sup> day of January, 2025, and shall be effective under and as a part of the Wholesale Power Contract between Nebraska Public Power District (NPPD) and Customer, hereinafter called the "Contract." This Exhibit C shall remain in effect until superseded by another Exhibit C; provided, this Exhibit C or any superseding Exhibit C shall terminate upon expiration of the Contract.

The Contract Rate of Delivery for Western Firm Electric Service contains the following amounts allotted to Customers:

RURAL DISTRICTS	WINTER CROD (kW)	SUMMER CROD (kW)
Members of Nebraska Electric Generation and Transmission Cooperative, Inc.		
Burt County Public Power District	1,640	1,641
Butler County Public Power District	1,526	1,527
Cedar-Knox Public Power District	1,753	1,754
Cornhusker Public Power District	3,131	3,132
Cuming County Public Power District	1,422	1,423
Custer Public Power District	2,467	2,468
Dawson Public Power District	6,494	6,497
Elkhorn Rural Public Power District	1,886	1,887
Howard Greeley Rural Public Power District	1,455	1,456
KBR Rural Public Power District	918	918
Loup Valleys Rural Public Power District	908	909

<b>RURAL DISTRICTS</b>	<b>WINTER CROD (kW)</b>	<b>SUMMER CROD (kW)</b>
McCook Public Power District	2,558	2,560
Niobrara Valley Electric Membership Corporation	1,716	1,717
North Central Public Power District	1,318	1,319
Perennial Public Power District	1,844	1,845
Polk County Public Power District	1,158	1,159
South Central Public Power District	1,753	1,754
Southwest Public Power District	2,957	2,958
Stanton County Public Power District	550	550
Twin Valleys Public Power District	1,731	1,732
<b>Others:</b>		
Norris Public Power District	6,084	6,087
Southern Power District	9,457	9,461
<b>SUBTOTAL RURAL DISTRICTS</b>	<b><u>54,726</u></b>	<b><u>54,754</u></b>
<b>LOUP RIVER PUBLIC POWER DISTRICT (W/O SCHUYLER)</b>	<b><u>5,328</u></b>	<b><u>5,331</u></b>

MUNICIPALITIES	WINTER CROD (kW)	SUMMER CROD (kW)
Arapahoe	151	151
Battle Creek	139	139
Bertrand	100	100
Bradshaw	45	45
Brainard	46	46
Central City	457	457
Chester	59	59
Cozad	930	930
Dakota City	170	171
Davenport	63	63
DeWitt	500	525
Dorchester	77	77
Edgar	96	96
Fairmont	98	98
Friend	184	185
Giltner	64	64
Gothenburg	648	649
Hampton	66	66
Hebron	299	299
Hildreth	60	60
Holdrege	1,422	1,422
Hubbell	13	13



MUNICIPALITIES	WINTER CROD (kW)	SUMMER CROD (kW)
Lexington	1,217	1,218
Loomis	64	64
Minden	507	507
Nelson	96	96
North Platte	3,708	3,710
Polk	52	52
Prague	40	40
Seward	907	907
Stanton	167	168
Sutton	195	196
Wilcox	51	51
Wymore	209	209
<b>SUBTOTAL MUNICIPALITIES</b>	<b><u>12,900</u></b>	<b><u>12,931</u></b>
<b>NPPD RETAIL</b>	<b><u>28,604</u></b>	<b><u>28,619</u></b>
<b>TOTAL WINTER ALLOCATION</b>	<b><u>101,558</u></b>	
<b>TOTAL SUMMER ALLOCATION</b>		<b><u>101,637</u></b>

**Exhibit D**  
**Irrigation Pumping Allowance**

Exhibit D  
 Revision No. 2

Supersedes Exhibit D (Revision 1) dated: January 1, 2020

This Exhibit D shall become effective the 1st day of January 1, 2025, and shall be effective under and as part of the Wholesale Power Contract between NPPD and Customer. This Exhibit D shall remain in effect until superseded by another Exhibit D, provided, this Exhibit D or any superseding Exhibit D shall terminate upon expiration of said Wholesale Power Contract.

CUSTOMER (A)	ALLOCATOR (B)	WAPA IRRIGATION PUMPING KW DEMAND AMOUNTS ALLOCATED TO RECIPIENTS								TOTAL (J)
		APRIL (C)	MAY (D)	JUNE (E)	JULY (F)	AUGUST (G)	SEPTEMBER (H)	OCTOBER (I)		
SEASONAL FIRM ELECTRIC SERVICE		26,246	28,374	47,403	47,403	46,264	30,138	28,050	253,878	
FIRM PEAKING POWER SERVICE (1)		1,461	1,312	2,071	51,546	51,697	1,526	647	110,260	
TOTAL ALLOCATION		27,707	29,686	49,474	98,949	97,961	31,664	28,697	364,138	
ADJUSTED TOTAL ALLOCATION (2)	104,887	26,599	28,499	50,345	100,691	99,685	32,221	27,549	365,589	
BURT	1,132	287	308	543	1,087	1,076	348	297	3,946	
BUTLER	3,230	819	878	1,550	3,101	3,070	992	848	11,258	
CEDAR KNOX	922	234	251	442	885	876	283	242	3,213	
CORNHUSKER	4,832	1,226	1,313	2,320	4,638	4,593	1,484	1,269	16,843	
CUMING	426	108	116	204	409	405	131	112	1,485	
CUSTER	5,497	1,394	1,494	2,638	5,277	5,224	1,689	1,444	19,160	
DAWSON	24,137	6,121	6,558	11,586	23,171	22,940	7,415	6,340	84,131	
ELKHORN	2,916	739	792	1,400	2,799	2,771	896	766	10,163	
HOWARD GREELEY	3,100	786	842	1,488	2,976	2,946	952	814	10,804	
K B R	1,302	330	354	625	1,250	1,237	400	342	4,538	
LOUP VALLEY	1,579	400	429	758	1,516	1,501	485	415	5,504	
MCCOOK	4,689	1,189	1,274	2,251	4,501	4,456	1,440	1,232	16,343	
NIORARA VALLEY	3,375	856	917	1,620	3,240	3,208	1,037	886	11,764	
NORRIS	3,683	934	1,001	1,768	3,536	3,500	1,131	968	12,838	
NORRIS-DEWITT (3)	19	5	5	9	18	18	6	5	66	
NORTH CENTRAL	2,020	512	549	970	1,939	1,920	621	531	7,042	
PERENNIAL	6,209	1,575	1,687	2,980	5,961	5,901	1,907	1,631	21,642	
POLK CO.	3,373	855	916	1,619	3,238	3,206	1,036	886	11,756	
SO. CENTRAL	2,686	681	730	1,289	2,579	2,553	825	705	9,362	
SOUTHERN	19,089	4,841	5,187	9,163	18,325	18,142	5,864	5,015	66,537	
SOUTHWEST	5,497	1,394	1,494	2,639	5,277	5,224	1,689	1,444	19,161	
STANTON	679	172	184	326	652	645	209	178	2,366	
TWIN VALLEYS	3,183	807	865	1,528	3,056	3,025	978	836	11,095	
LOUP	557	141	151	267	535	529	171	146	1,940	
SUBTOTAL - RURALS	104,132	26,406	28,295	49,983	99,966	98,966	31,989	27,352	362,957	
BATTLE CREEK	7	2	2	3	7	7	2	2	25	
CENTRAL CITY	79	20	21	38	76	75	24	21	275	
COZAD	19	5	5	9	18	18	6	5	66	
DORCHESTER	25	6	7	12	24	24	8	7	88	
HOLDREGE	187	47	51	90	179	178	57	49	651	
LEXINGTON	25	6	7	12	24	24	8	7	88	
NORTH PLATTE	158	40	43	76	152	150	49	41	551	
SUBTOTAL - MUNICIPALS	500	126	136	240	480	476	154	132	1,744	
TOTAL PRESENT CUSTOMERS	104,632	26,532	28,431	50,223	100,446	99,442	32,143	27,484	364,701	
TOTAL OTHER CUSTOMERS (4)	255	67	68	122	245	243	78	65	888	
TOTAL	104,887	26,599	28,499	50,345	100,691	99,685	32,221	27,549	365,589	

- (1) THE PORTION ALLOCATED TO IRRIGATION PUMPING ONLY.
- (2) JUNE-SEPT AMOUNTS ARE TOTAL WAPA AMOUNTS AT TRANSMISSION INLET TIMES 1.06 (DIVERSITY ADJUSTMENT) TIMES 0.96 LOSS FACTOR TO CONVERT TO BUS A AMOUNTS. APRIL, MAY, AND OCT AMOUNTS ARE TOTAL WAPA AMOUNTS AT TRANSMISSION INLET TIMES 0.96 LOSS FACTOR TO CONVERT TO BUS A AMOUNTS. THE TOTAL AMOUNTS ARE ALLOCATED TO RECIPIENTS IN PROPORTION TO COLUMN B.
- (3) REFLECTS THE SHARE OF IRRIGATION PUMPING ALLOCATION TO DEWITT CURRENTLY ASSIGNED TO NORRIS EFFECTIVE NOVEMBER 1, 2023.
- (4) CUSTOMERS WHO WERE ORIGINALLY ASSIGNED AN IRRIGATION PUMPING ALLOCATION, BUT ARE NO LONGER TOTAL REQUIREMENTS CUSTOMERS OF NPPD.

Council member Pat Meysenburg made a motion to adjourn. Council Member Jim Angell seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 7:24 p.m.  
 Jim Angell: Yea, Tom Kobus: Absent, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
 Yea: 4, Nay: 0, Absent: 2

CERTIFICATION OF MINUTES

October 9, 2024

I, Tami Comte, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of October 9, 2024; 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.

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Tami Comte, City Clerk