

CITY COUNCIL PROCEEDINGS  
July 10, 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, Keith Marvin, Tom Kobus, City Attorney Spencer Hosch, and Interim City Administrator/City Clerk Tami Comte.

Also present for the meeting were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Marlene Hein, Mike and Jenni Kindler, Jan & Dan Sypal, Kenny Wellman with Nebraska Dept. of Transportation, John Dillsaver with Western Oil, II.

The meeting opened with the Pledge of Allegiance.

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

Council member Jim Angell made a motion to approve the minutes of the June 26, 2024 City Council meeting as presented. Council Member Keith Marvin seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Kevin Woita made a motion to approve the claim to Marvin Planning Consultants. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Abstain (With Conflict), Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 5, Nay: 0, Abstain (With Conflict): 1

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

Jim Angell: Abstain (With Conflict), Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 5, Nay: 0, Abstain (With Conflict): 1

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

City Council Proceedings

July 10, 2024

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Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Kevin Woita made a motion to approve the committee and officer reports as presented. Council Member Jim Angell seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to approve certificate of Payment #16 in the amount of \$864,061.19 to Velocity Constructors Inc. for the 2022 WaterTreatment Plant Upgrades. Council Member Kevin Woita seconded the motion. The motion carried. Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

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**Contractor's Application for Payment**

<b>Owner:</b>	City of David City	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	JEO Consulting Group, Inc.	<b>Engineer's Project No.:</b>	202024.00
<b>Contractor:</b>	Velocity Constructors Inc.	<b>Contractor's Project No.:</b>	
<b>Project:</b>	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
<b>Contract:</b>	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
<b>Application No.:</b>	16	<b>Application Date:</b>	6/1/2024
<b>Application Period:</b>	From 6/1/2024	to	7/1/2024

1. Original Contract Price	\$	10,562,772.00
2. Net change by Change Orders	\$	254,291.51
3. Current Contract Price (Line 1 + Line 2)	\$	10,817,063.51
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	5,767,801.73
5. Retainage		
a. 5% X \$ 3,842,460.51 Work Completed =	\$	192,123.03
b. 5% X \$ 1,925,341.22 Stored Materials =	\$	96,267.06
c. Total Retainage (Line 5.a + Line 5.b)	\$	288,390.09
6. Amount eligible to date (Line 4 - Line 5.c)	\$	5,479,411.64
7. Less previous payments (Line 6 from prior application)	\$	4,615,350.45
8. Amount due this application	\$	864,061.19
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	5,337,651.87

**Contractor's Certification**

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

**Contractor:** James Sulzbach - Project Manager Velocity Constructors

**Signature:** James Sulzbach **Date:** 7/5/2024

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u>Sarah Munn</u>	<b>By:</b> _____
<b>Title:</b> <u>Project Engineer</u>	<b>Title:</b> _____
<b>Date:</b> <u>7/5/2024</u>	<b>Date:</b> _____

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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		

Application No.:	16	Application Period:	From 06/01/24 to 07/01/24	Application Date:	06/01/24
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
<b>Original Contract</b>								
<b>BASE BID GROUP A - General Water Plant Improvements<sup>1</sup></b>								
B-1.01	Mobilization	1,030,293.00	515,146.50	515,146.50		1,030,293.00	100%	-
B-1.02	Bonding and Insurance	66,647.00	66,647.00			66,647.00	100%	-
B-1.03	Aerator Rehabilitation and Cleaning	114,481.00	2,000.00	-		2,000.00	2%	112,481.00
B-1.04	Existing Pipe Cleaning & Repainting	57,573.00	1,000.00	-		1,000.00	2%	56,573.00
B-1.05	Electrical Improvements, Complete	1,840,041.00	655,000.00	40,000.00	200,894.59	895,894.59	49%	944,146.41
B-1.06	Demolition of Exterior Infrastructure	32,732.00	30,000.00	-		30,000.00	92%	2,732.00
B-1.07	Demolition of Interior Infrastructure	90,500.00	65,000.00	-		65,000.00	72%	25,500.00
B-1.08	Building Improvements (Doors/Windows)	80,036.00	2,000.00	35,000.00	40,000.00	77,000.00	96%	3,036.00
B-1.09	Building Improvements (Interior Painting)	523,405.00	22,000.00	25,000.00		47,000.00	9%	476,405.00
B-1.10	First Floor Roof Membrane Replacement	174,179.00	2,000.00	-		2,000.00	1%	172,179.00
B-1.11	Skylight Replacement	48,568.00	2,000.00	-	24,882.00	26,882.00	55%	21,686.00
B-1.12	HVAC Improvements	148,128.00	2,000.00	-		2,000.00	1%	146,128.00
B-1.13	Plumbing Improvements	92,021.00	23,000.00	-		23,000.00	25%	69,021.00
B-1.14	Lab Improvements	21,099.00	2,000.00	-	18,159.93	20,159.93	96%	939.07
B-1.15	Hardness Monitoring Equipment and Meters	77,743.00	2,000.00	-		2,000.00	3%	75,743.00
B-1.16	Site Paving and Grading	58,690.00	2,000.00	-		2,000.00	3%	56,690.00
B-1.17	Fencing and Gates	58,513.00	2,000.00	-	21,500.00	23,500.00	40%	35,013.00
B-1.18	Misc. Site Improvements	148,846.00	50,000.00	35,000.00	15,000.00	100,000.00	67%	48,846.00
B-1.19	Exterior Piping Improvements	338,959.00	128,000.00	5,000.00	192,731.59	325,731.59	96%	13,227.41
B-1.20	Seeding, Fertilizer and Mulch	6,610.00	-	-		-	0%	6,610.00
B-1.21	Erosion Control	5,751.00	5,751.00	-		5,751.00	100%	-
<b>BASE BID GROUP B - Gravity Filter System Improvements<sup>1</sup></b>								
B-1.22	New Gravity Filter Equipment, Complete (Media/Wash Troughs/ Air Blower/ Control Panel / Solenoid Panel / Instrumentation / Piping / Valves / Media Strainers)	693,132.00	173,000.00	-	474,573.81	647,573.81	93%	45,558.19
B-1.23	Gravity Filter Equipment Installation	45,979.00	24,000.00	10,000.00	-	34,000.00	74%	11,979.00
B-1.24	Electrical	25,200.00	12,000.00	-	5,000.00	17,000.00	67%	8,200.00

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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		

Application No.:	16	Application Period:	From	06/01/24	to	07/01/24	Application Date:	06/01/24
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
<b>BASE BID GROUP C - Reverse Osmosis<sup>1</sup></b>								
B-1.25	CCRO and CIP Tank Skids (Equipment Only)	2,126,760.00	2,000.00	-	200,291.25	202,291.25	10%	1,924,468.75
B-1.26	CCRO and CIP Tank Skids (Installation)	7,208.00	-	-	-	-	0%	7,208.00
B-1.27	Existing Maintenance Facility Demolition	27,093.00	27,093.00	-	-	27,093.00	100%	-
B-1.28	RO Room Expansion, Block Construction	245,926.00	230,000.00	2,026.00	13,900.00	245,926.00	100%	-
B-1.29	New Existing Maintenance Facility Floor Pavement	3,174.00	3,000.00	-	-	3,000.00	95%	174.00
B-1.30	New Existing Maintenance Facility Roof	28,709.00	21,000.00	-	-	21,000.00	73%	7,709.00
B-1.31	Overhead Doors	22,781.00	2,000.00	-	17,000.00	19,000.00	83%	3,781.00
B-1.32	Access Doors	8,791.00	2,000.00	3,000.00	-	5,000.00	57%	3,791.00
B-1.33	Single Girder Bridge Crane & Hoist (Equipment Only)	20,361.00	1,000.00	10,000.00	-	11,000.00	54%	9,361.00
B-1.34	Single Girder Bridge Crane & Hoist (Installation)	12,387.00	7,000.00	2,000.00	-	9,000.00	73%	3,387.00
B-1.35	Below Grade CCRO Skid Piping, Complete	57,740.00	57,740.00	-	-	57,740.00	100%	-
B-1.36	Above Grade CCRO & CIP Skid Piping, Complete	129,743.00	2,000.00	-	67,615.54	69,615.54	54%	60,127.46
B-1.37	Electrical	10,080.00	3,000.00	2,000.00	2,000.00	7,000.00	69%	3,080.00
<b>BASE BID GROUP D - Intermediate Clearwell<sup>1</sup></b>								
B-1.38	Intermediate Clearwell Structural Concrete	170,506.00	147,000.00	3,506.00	20,000.00	170,506.00	100%	-
B-1.39	Clearwell Hatches	15,613.00	2,000.00	-	-	2,000.00	13%	13,613.00
B-1.40	Vertical Turbine Pumps	113,608.00	12,000.00	-	85,940.88	97,940.88	86%	15,667.12
B-1.41	Degassifier (Equipment Only)	112,153.00	112,153.00	-	-	112,153.00	100%	-
B-1.42	Degassifier (Installation)	6,407.00	-	-	-	-	0%	6,407.00
B-1.43	Pump Building, Block Construction	116,781.00	97,000.00	14,781.00	5,000.00	116,781.00	100%	-
B-1.44	Stairs and Miscellaneous Metals	4,603.00	2,000.00	-	2,000.00	4,000.00	87%	603.00
B-1.45	Clearwell Ladders	4,749.00	-	-	3,000.00	3,000.00	63%	1,749.00
B-1.46	Fluid Applied Exterior Membrane	103,757.00	103,757.00	-	-	103,757.00	100%	-
B-1.47	Intermediate Clearwell Piping, Fittings, Valves, Meters, Complete	77,335.00	9,000.00	-	67,159.61	76,159.61	98%	1,175.39
B-1.48	Weir Plate and Weir Window	4,398.00	1,000.00	-	2,000.00	3,000.00	68%	1,398.00
B-1.49	Electrical	50,400.00	8,000.00	5,000.00	10,000.00	23,000.00	46%	27,400.00

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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		

Application No.: 16 Application Period: From 06/01/24 to 07/01/24 Application Date: 06/01/24

A Item No.	B Description	C Scheduled Value (\$)	D Work Completed (D + E) From Previous Application (\$)		F Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			E This Period (\$)					
<b>BASE BID GROUP E - Chemical Feed System Improvements<sup>1</sup></b>								
B-1.50	Chemical Feed System Improvements	149,305.00	7,000.00	10,000.00	113,869.00	130,869.00	88%	18,436.00
B-1.51	Gas Chlorine System Improvements	62,365.00	2,000.00	-	-	2,000.00	3%	60,365.00
B-1.52	Electrical	15,120.00	2,000.00	-	3,000.00	5,000.00	33%	10,120.00
<b>BASE BID GROUP F - Backwash Improvements<sup>1</sup></b>								
B-1.53	Backwash Waste Pump and Piping Improvements, Complete	161,971.00	3,000.00	10,000.00	54,553.19	67,553.19	42%	94,417.81
B-1.54	Proposed Manhole Improvements	1,551.00	1,200.00	-	-	1,200.00	77%	351.00
B-1.55	Backwash Pit Access Hatch	3,727.00	-	-	-	-	0%	3,727.00
B-1.56	Backwash Supply Pump and Piping Improvements, Complete	103,300.00	2,000.00	-	69,409.93	71,409.93	69%	31,890.07
B-1.57	Electrical/Generator	252,000.00	23,000.00	95,000.00	122,859.90	240,859.90	96%	11,140.10
<b>Bid Alternate #1</b>								
BA1-1	Gravity Filter Effluent Valve Replacement <sup>1</sup>	220,730.00	162,000.00	-	50,000.00	212,000.00	96%	8,730.00
<b>Bid Alternate #2</b>								
BA2-1	Demolish Existing Upflow Clarifier Unit, Complete <sup>1</sup>	113,190.00	-	-	23,000.00	23,000.00	20%	90,190.00
<b>Original Contract Totals</b>		<b>\$ 10,343,448.00</b>	<b>\$ 2,842,487.50</b>	<b>\$ 822,459.50</b>	<b>\$ 1,925,341.22</b>	<b>\$ 5,590,288.22</b>	<b>34.96%</b>	<b>\$ 4,753,159.78</b>
<b>Change Orders</b>								
CO-1	12" Underslab Pipe	54,560.00	54,560.00	-	-	54,560.00	100%	-
CO-2	Misc	84,742.51	84,742.51	-	-	84,742.51	100%	-
CO-3	Misc	114,989.00	38,211.00	-	-	38,211.00	33%	-
<b>Change Order Totals</b>		<b>\$ 254,291.51</b>	<b>\$ 177,513.51</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 177,513.51</b>	<b>70%</b>	<b>\$ -</b>
<b>Original Contract and Change Orders</b>								
<b>Project Totals</b>		<b>\$ 10,597,739.51</b>	<b>\$ 3,020,001.01</b>	<b>\$ 822,459.50</b>	<b>\$ 1,925,341.22</b>	<b>\$ 5,767,801.73</b>	<b>54%</b>	<b>\$ 4,753,159.78</b>

<sup>1</sup> Sales Tax for Materials & Equipment Included





Stored Materials Summary

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. 0311606		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. 0311606		

Application No.: 16 Application Period: From 06/01/24 to 07/01/24 Application Date: 06/01/24

A Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Description of Materials or Equipment Stored	E Storage Location	F Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			M Materials Remaining in Storage (I - L) (\$)
						G Previous Amount Stored (\$)	H Amount Stored this Period (\$)	I Amount Stored to Date (G + H) (\$)	J Amount Previously Incorporated in the Work (\$)	K Amount Incorporated in the Work this Period (\$)	L Total Amount Incorporated in the Work (J + K) (\$)	
B-1.19	S094991		Yard Pipe	On Site	3	36,399.00	-	36,399.00	36,399.00	-	36,399.00	-
B-1.19	S09100		Yard Pipe	On Site	4	3,033.85	-	3,033.85				3,033.85
B-1.19	S035976		Yard Pipe	On Site	4	4,404.62	-	4,404.62				4,404.62
B-1.19	835125		Yard Pipe	On Site	4	6,039.99	-	6,039.99				6,039.99
B-1.19	896907		Yard Pipe	On Site	4	23,979.17	-	23,979.17				23,979.17
B-1.19	S097709		Yard Pipe	On Site	4	29,725.95	-	29,725.95				29,725.95
B-1.29 & 30			Rebar	On Site	4	33,900.00	-	33,900.00	33,900.00	-	33,900.00	-
B-1.19	T241554		Yard Pipe	On Site	5	370.34	-	370.34				370.34
B-1.19	T203097		Yard Pipe	On Site	5	520.82	-	520.82				520.82
B-1.19	T063762		Yard Pipe	On Site	5	1,012.90	-	1,012.90				1,012.90
B-1.24,37,48,52,57	Pay App 2		Electrical Fixtures	On Site	5	30,708.14	-	30,708.14				30,708.14
B1.56	0902556-N		Electric Pumps	On Site	6	26,934.00	-	26,934.00				26,934.00
B1.47	34604		Mellen Valves PRV	On Site	7	27,065.08	-	27,065.08				27,065.08
B1.43	26123		Misc Metals Decking	On Site	7	5,000.00	-	5,000.00				5,000.00
B-1.57	13 Invoices		Electrical	On Site	7	112,151.76	-	112,151.76				112,151.76
B-1.22	92500		Westech	Submittals	7	22,224.99	-	22,224.99				22,224.99
B1.31	228627		Overhead Doors	On Site	8	17,000.00	-	17,000.00				17,000.00
B-1.19	8 Invoices		Yard Pipe	On Site	9	15,646.65	-	15,646.65				15,646.65
B-1.47	Mellen		Air Vac	On Site	9	3,442.69	-	3,442.69				3,442.69
B-1.53	1 Invoice		Inside Pipe	On Site	9	23,997.39	-	23,997.39				23,997.39
B-1.17	T097100		Lang Fence	On Site	9	21,500.00	-	21,500.00				21,500.00
B-1.40			Vertical Turbine Pumps	On Site	10	85,940.88	-	85,940.88	85,940.88		85,940.88	-
B-1.05	HOA		Electrical HOA	Pictures	10	143,249.80	-	143,249.80				143,249.80
B-1.22	Mellen		Gate Valves	On Site	10	20,930.00	-	20,930.00				20,930.00
B-1.47	C&M		Cleanwell Pipe	On Site	10	6,053.55	-	6,053.55	6,053.55		6,053.55	-
B-1.22	Vesco		Blower	On Site	11	50,000.00	-	50,000.00				50,000.00
B-1.25	Gurney		Split Gate Pump	On Site	11	18,227.00	-	18,227.00				18,227.00
B1.47	8 Invoices		Piping	On Site	11	29,790.29	-	29,790.29				29,790.29
B-1.50	Gurney		Chem Feed	On Site	12	113,869.00	-	113,869.00				113,869.00
B-1.22	Westech		Troughs	On Site	12	103,664.94	-	103,664.94	50,000.00		50,000.00	53,664.94
B-1.56	Mellen		Valves	On Site	12	7,651.85	-	7,651.85				7,651.85
B-1.56	3 Invoice		Inside Piping	Onsite	12	34,824.08	-	34,824.08				34,824.08
B-1.22	94231		Filter Rehab - Westech	Onsite	13	187,247.48	-	187,247.48				187,247.48
B-1.22	35522		Mellen - Valves	Onsite	13	90,506.40	-	90,506.40				90,506.40
B-1.19	35409		Mellen - Valves	Onsite	13	24,828.20	-	24,828.20				24,828.20
B-1.19	35600		Mellen - Valves	Onsite	13	44,019.10	-	44,019.10				44,019.10
B-1.36	10 Inv		Core and Main - Piping	Onsite	13	39,821.77	-	39,821.77				39,821.77
B-1.11	Pay App 1		Skylight	Onsite	14	24,882.00	-	24,882.00				24,882.00
B1.18,44,45,48,8A2-1	Pay App		Misc Metals Decking	Onsite	14	45,000.00	-	45,000.00				45,000.00
BA1-1	35785		Valves	Onsite	14	50,000.00	-	50,000.00				50,000.00
B-1.19	CI 438085		RCP	Onsite	14	2,671.00	-	2,671.00				2,671.00
B-1.36	US50028		Piping	Onsite	14	6,933.75	-	6,933.75				6,933.75
B-1.05	11786		Enclosures	Onsite	14	13,819.66	-	13,819.66				13,819.66
B-1.53	2212-15350		Valves	Onsite	14	30,555.80	-	30,555.80				30,555.80



City Council Proceedings  
 July 10, 2024  
 Page #9

DocuSign Envelope ID: 0F5317BB-122C-4830-B402-B5341D000FEC

Stored Materials Summary

Contractor's Application for Payment

Owner: City of David City						Owner's Project No.:							
Engineer: JEO Consulting Group, Inc.						Engineer's Project No.: 202024.00							
Contractor: Velocity Constructors Inc.						Contractor's Project No.:							
Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311606													
Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311606													
Application No.: 16		Application Period: From 06/01/24 to 07/01/24				Application Date: 06/01/24							
A	B	C	D	E	F	G		H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored		Incorporated in Work			Total Amount Incorporated in the Work (J + K) (\$)	Materials Remaining in Storage (L - M) (\$)	
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)			
B-1.08	Pay App		Misc Metals Decking	Onsite	14	40,000.00	-	40,000.00				-	40,000.00
B-1.36	35999		Check Valves	Onsite	15	15,617.55		15,617.55				-	15,617.55
B-1.25	951613238		RO Submittal	Submittals	15	182,064.25		182,064.25				-	182,064.25
B-1.14	INV043403		Plastic Cabinets	Onsite	15	18,159.93		18,159.93				-	18,159.93
B1.05	2 Invoices		Programming	Onsite	16		42,045.13	42,045.13				-	42,045.13
B1.36	3 Invoice		Piping	Onsite	16		5,042.47	5,042.47				-	5,042.47
								-				-	-
								-				-	-
Totals						\$ 1,876,473.62	\$ 47,087.60	\$ 1,923,561.22	\$ 70,299.00	\$ 141,994.43	\$ 70,299.00	\$ 1,711,267.79	

City Council Proceedings

July 10, 2024

Page #10

Council member Kevin Woita made a motion to approve Pay Estimate #4 in the amount of \$894,835.96 to BRB Contractors, Inc. for the Wastewater Treatment Plant Improvement Project. Council Member Keith Marvin seconded the motion. The motion carried.

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

Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

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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

July 1, 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 ESTIMATE NO. 4

Enclosed is a copy of Partial Payment Estimate No. 4 for the contract between the City of David City and BRB Contractors, Inc. for the Wastewater Treatment Plant Improvement project. Partial Payment Estimate No. 4 is in the amount of 894,835.96.

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

Partial Payment Estimate No. 4 covers work by BRB Contractors, Inc. during the month of June 2024. The partial payment estimate reflects a significant increase in the amount of materials stored on the project. The largest component of materials stored is the second payment to Aqua-Aerobic for the SBR equipment. Aqua-Aerobic requires payment of a significant portion of the equipment at various stages in the equipment ordering and delivery process. Veenstra & Kimm, Inc. previously indicated to BRB Contractors, Inc. it could request payment for materials stored for the mandatory payments under its purchase order as the City required the use of Aqua-Aerobic equipment and delaying the payments would delay the delivery date and the completion of the project. The materials stored payment to Aqua-Aerobic is the second payment under the purchase agreement for the Aqua-Aerobic equipment.

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 faint, larger version of the signature.

H. R. Veenstra Jr.

HRVJr:paj  
6478  
Enclosure

<b>Contractor's Application for Payment No.</b>		<b>4</b>
	Application Period: Through 6/25/2024	Application Date: 6/25/2024
To (Owner): David City, NE	From (Contractor): BRB Contractors, Inc	Via (General Contractor):
Project: David City WWTP Facility Improvements	Contract:	
Owner's Contract No.	Contractor's Project No: NE3DAV	Engineer's Project No: 6475

**Application For Payment  
 Change Order Summary**


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

1. ORIGINAL CONTRACT PRICE.....	\$	\$16,882,000.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 + 2a-2b).....	\$	\$16,882,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$2,862,195.69
5. RETAINAGE:		
a. 5% X \$1,278,696.00 Work Completed.....	\$	\$63,934.80
b. 5% X \$1,583,499.69 Stored Material.....	\$	\$79,174.98
c. Total Retainage (Line 5a + Line 5b).....	\$	\$143,109.78
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$2,719,085.91
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$1,824,249.95
8. AMOUNT DUE THIS APPLICATION.....	\$	\$894,835.96
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$14,162,914.09

**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 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 6/25/2024

Josh Klug  
Project Manager  
BRB Contractors, Inc

Payment of: \$ 894,835.96  
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  June 28, 2024  
 (Engineer) (Date)

Payment of: \$ 894,835.96  
 (Line 8 or other - attach explanation of the other amount)

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

Approved by: \_\_\_\_\_  
 Funding Agency (if applicable) (Date)

Application Period:		Through 6/25/2024		Application Date:		6/25/2024			
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 F or G)	Total Completed and Stored to Date (F+G+H)	% Cmpl
	<b>GENERAL SITEWORK</b>								
	Miscellaneous	\$ 750,000.00		\$ 750,000.00	\$750,000.00			\$750,000.00	100.0%
	Bonds and Insurance	\$ 180,000.00		\$ 180,000.00	\$174,496.00			\$174,496.00	96.5%
	SWP Items	\$ 25,000.00		\$ 25,000.00	\$15,000.00			\$15,000.00	60.0%
	Site Clearing	\$ 30,000.00		\$ 30,000.00					
	12" & 18" Excavation Pits	\$ 380,000.00		\$ 380,000.00			\$14,036.20	\$15,036.20	5.0%
	Other Dig Out	\$ 1,095,000.00		\$ 1,095,000.00	\$35,000.00	\$10,000.00	\$284,220.86	\$339,220.86	31.0%
	Proved Materials	\$ 65,000.00		\$ 65,000.00					
	Instrumentation & Control	\$ 30,000.00		\$ 30,000.00					
	Electrical/Generator Work	\$ 125,000.00		\$ 125,000.00	\$17,000.00			\$17,000.00	13.6%
									#C/M/01
									#D/0/01
	<b>HEADWORKS BUILDING</b>								
	Excavation & Backfill	\$ 150,000.00		\$ 150,000.00					
	Concrete Base Structure	\$ 500,000.00		\$ 500,000.00					
	Concrete Walls Structure	\$ 1,202,000.00		\$ 1,202,000.00					
	Concrete Floor/Deck Structure	\$ 350,000.00		\$ 350,000.00					
	Misc. Metals Furnish/Install	\$ 50,000.00		\$ 50,000.00			\$16,675.00	\$16,675.00	33.3%
	Masonry, Asbest Structure	\$ 225,000.00		\$ 225,000.00					
	Doors & Windows Furnish/Install	\$ 65,000.00		\$ 65,000.00					
	Roof Trusses Furnish/Install	\$ 45,000.00		\$ 45,000.00					
	Sliding Glass Doors	\$ 100,000.00		\$ 100,000.00					
	Slide Gates Furnish/Install	\$ 200,000.00		\$ 200,000.00					
	Bar Screen Furnish/Install	\$ 1,300,000.00		\$ 1,300,000.00					
	Gate Equipment Furnish/Install	\$ 10,000.00		\$ 10,000.00					
	Industrial Furnish	\$ 20,000.00		\$ 20,000.00					
	Industrial Sanitary	\$ 40,000.00		\$ 40,000.00					
	Instrumentation & Control Work	\$ 650,000.00		\$ 650,000.00					
	Mechanical Work	\$ 270,000.00		\$ 270,000.00					
	Electrical Work	\$ 700,000.00		\$ 700,000.00			\$10,000.00	\$10,000.00	1.4%
									#D1/0/01
									#D1/0/01
	<b>AGP FLUME NO. 20</b>								
	Excavation & Backfill	\$ 15,000.00		\$ 15,000.00					
	Concrete Base	\$ 20,000.00		\$ 20,000.00					
	Concrete Walls	\$ 42,000.00		\$ 42,000.00					
	Misc. Metals Furnish/Install	\$ 10,000.00		\$ 10,000.00					
	Equipment Furnish/Install	\$ 15,000.00		\$ 15,000.00					
									#D/0/01
									#D/0/01
	<b>INFLUENT PUMP STATION</b>								
	Excavation & Backfill	\$ 180,000.00		\$ 180,000.00					
	Concrete Base	\$ 50,000.00		\$ 50,000.00					
	Concrete Walls	\$ 327,000.00		\$ 327,000.00					
	Concrete Roof	\$ 100,000.00		\$ 100,000.00					
	Misc. Metals Furnish/Install	\$ 50,000.00		\$ 50,000.00					
	Furnish & Install Pumps	\$ 525,000.00		\$ 525,000.00					
	Furnish & Install Job Cases & Excavation	\$ 50,000.00		\$ 50,000.00					
	Painting Work	\$ 35,000.00		\$ 35,000.00					
	Electrical Work	\$ 50,000.00		\$ 50,000.00			\$16,750.00	\$16,750.00	31.5%
									#D/0/01
							\$6,633.43	\$6,633.43	13.3%
									#D/0/01
									#D/0/01
	<b>NEW SBR STRUCTURE</b>								
	Excavation & Backfill	\$ 350,000.00		\$ 350,000.00	\$210,000.00	\$130,000.00		\$340,000.00	70.0%



Application Period:		Through 6/24/2024		Application Date:		6/25/2024	
A Invoice No.	B Shop Drawing Transmittal	C Materials Description	D Stored Previously		E Stored This Month		G Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Year)	Amount (\$)	Date (Month/Year)	Amount (\$)	
105795-1		Aqua Aerobics Down Payment	4/26/2024	\$ 261,353.50	-	-	\$261,353.50
50026177578		Rebar		\$ 19,091.30			\$19,091.30
50026159555		Rebar		\$ 28,359.32			\$28,359.32
50026147392		Rebar		\$ 26,753.09			\$26,753.09
50026147072		Rebar		\$ 29,743.20			\$29,743.20
50026147071		Rebar		\$ 29,743.20			\$29,743.20
50026114832		Rebar		\$ 22,299.72			\$22,299.72
50026127187		Rebar		\$ 30,145.37			\$30,145.37
50020303876		Polywrap		\$ 1,964.40		\$5,000.00	\$1,464.40
755215-1		Polywrap		\$ 420.00			\$420.00
755226		Polywrap		\$ 3,170.72			\$3,170.72
27693		HME Shop Drawings		\$ 6,675.00			\$6,675.00
50026415841		Rebar		\$ 17,736.06			\$17,736.06
50020367581		Rebar		\$ 26,960.24			\$26,960.24
50026337203		Rebar		\$ 26,014.37			\$26,014.37
50026192138		Rebar		\$ 18,469.82			\$18,469.82
94020		Valves		\$ 76,643.95			\$76,643.95
755902		Ductile Iron Pipe		\$ 18,451.18			\$18,451.18
755171		Ductile Iron Pipe		\$ 15,132.60		5/1/2024	\$1,132.60
50026489471		Rebar		\$ 630.00			\$630.00
50026599911		Rebar		\$ 2,179.06			\$2,179.06
50026604462		Rebar		\$ 5,892.80			\$5,892.80
		Concrete Expansion Joints					
105795-2		Aqua Aerobics - Second Payment		\$ 522,707.00		\$522,707.00	\$322,707.00
0756281-2		Ductile Iron Pipe and Accessories		\$ 1,975.74		\$ 1,975.74	\$1,975.74
0756281-1		Ductile Iron Pipe and Accessories		\$ 10,440.99		\$ 10,440.99	\$10,440.99
757833		24" PVC Pipe		\$ 83,203.12		\$ 83,203.12	\$83,203.12
0755902-1		Ductile Iron Pipe and Accessories		\$ 21,275.08		\$ 21,275.08	\$21,275.08
757699		Ductile Iron Pipe and Accessories		\$ 622.71		\$ 622.71	\$622.71
755893		Ductile Iron Pipe and Accessories		\$ 22,446.17		\$ 22,446.17	\$22,446.17
756281		Ductile Iron Pipe and Accessories		\$ 5,056.44		\$ 5,056.44	\$5,056.44
94511		Butterfly Valves and Accessories		\$ 128,612.31		\$ 128,612.31	\$128,612.31
94275		Air Release Valves		\$ 7,803.31		\$ 7,803.31	\$7,803.31
27920		HME Shop Drawings		\$ 20,025.00		\$ 20,025.00	\$20,025.00
0174120-EN		Hooks and Crane Equipment		\$ 30,750.00		\$ 30,750.00	\$30,750.00
0756281-3		Ductile Iron Pipe and Accessories		\$ 3,181.29		\$ 3,181.29	\$3,181.29
2022-113		Electrical Stored Materials		\$ 36,633.43		\$ 36,633.43	\$36,633.43
<b>Totals</b>				\$703,267.10		\$894,732.59	\$1,583,499.69
						\$14,500.00	





**AQUA-AEROBIC SYSTEMS, INC.**  
*A Water Company*

# INVOICE

INVOICE#: **105795-2**

DATE: 6/5/2024

CUSTOMER#: SG000008

Page 1

**BILL TO:** BRB Contractors, Inc.  
 apinvoices@brbcontractors.com  
 4646 NW Fielding Rd  
 PO Box 750940  
 Topeka, Kansas 66618  
 Phone: (785) 232-1245

**SHIP TO:** DAVID CITY, NE WWTP IMPROVEMENTS  
 3461 M ROAD  
 C/O BRB CONTRACTORS, INC.  
 DAVID CITY, NE 68632  
 USA

S/O NO.	ORDER DATE	PROJECT	CUST PO NO.	TERMS
105795	2/23/2024	105198A - DAVID CITY WWTP NE	19846	Net 45 Days
DESCRIPTION				AMOUNT
<b>20% of total purchase price at our receipt of approved engineer's submittal data.</b>				<b>\$522,707.00</b>
<b>Total Now Due</b>				<b>\$522,707.00</b>

**REMIT TO:** Aqua-Aerobic Systems, Inc.  
 PO Box 71521  
 Chicago, IL 60694-1521

**NOTES:** AASI Proposal Package # 170946  
 PO # 19846  
 SO # 105795  
 Project # 105198A  
 Project: NE3DAV - David City, NE Wastewater Treatment Plant Improvements  
 apinvoices@brbcontractors.com

**FERGUSON®**  
**WATERWORKS**  
 1820 N. WILLOW AVE  
 BROKEN ARROW, OK 74012-9169

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
0756281-2	\$2,123.92	36419	1 of 1

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	NE138	R003	BH	DAVID CITY WWTP IMPROVEME	06/10/24	54224
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT
2	0	DMJRLA16X	Thank you for your business!!! DOM 16X8 MJ C153 RED L/A Sequence #: 141 Cust Desc : 16" X 8" MJ C153 REDUCER L/ACC - UNLINED/AC			EA	0.00
1	0	DMJTLA10X	DOM 10X8 MJ C153 TEE L/A Sequence #: 145 Cust Desc : 10" X 8" MJ C153 REDUCER L/ACC - UNLINED/AC			EA	0.00
6	0	DMJTLAXU	DOM 8X8 MJ C153 TEE L/A Sequence #: 151 Cust Desc : 8" X 8" MJ C153 TEE L/ACC - UNLINED/AC			EA	0.00
13	13	DMJ9LAU	DOM 6 MJ C153 90 BEND L/A Sequence #: 158 Cust Desc : 6" MJ C153 90 BEND L/ACC - UNLINED/AC		151.980	EA	1975.74
INVOICE SUB-TOTAL							1975.74
TAX						David City	148.18

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 **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$2,123.92
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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.

**FERGUSON**  
**WATERWORKS**  
 1820 N. WILLOW AVE  
 BROKEN ARROW, OK 74012-9169

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0756281-1	\$11,224.07	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

Please contact with Questions: 918-459-9536

**MASTER ACCOUNT NUMBER: 183396**

**SHIP TO:**

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


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	NE138	R003	BH	DAVID CITY WWTP IMPROVEME	06/04/24	54185D
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
4	4	DMJ9LA16	Thank you for your business!!! DOM 16 MJ C153 90 BEND L/A Sequence #: 137 Cust Desc : 16" MJ C153 90 BEND L/ACC - UNLINED/AC	1264.110	EA	5056.44	
1	1	DMJTLA16	DOM 16 MJ C153 TEE L/A Sequence #: 138 Cust Desc : 16" X 16" MJ C153 TEE L/ACC - UNLINED/AC	1906.290	EA	1906.29	
1	1	DMJTLA16X	DOM 16X8 MJ C153 TEE L/A Sequence #: 139 Cust Desc : 16" X 8" MJ C153 TEE L/ACC - UNLINED/AC	1264.110	EA	1264.11	
1	1	DMJRLA1610	DOM 16X10 MJ C153 RED L/A Sequence #: 140 Cust Desc : 16" X 10" MJ C153 REDUCER L/ACC - UNLINED/AC	693.620	EA	693.62	
2	0	DMJRLA16X	DOM 16X8 MJ C153 RED L/A Sequence #: 141 Cust Desc : 16" X 8" MJ C153 REDUCER L/ACC - UNLINED/AC		EA	0.00	
1	1	DMJTLA10U	DOM 10X8 MJ C153 TEE L/A Sequence #: 144 Cust Desc : 10" X 6" MJ C153 TEE L/ACC - UNLINED/AC	423.970	EA	423.97	
1	0	DMJTLA10X	DOM 10X8 MJ C153 TEE L/A Sequence #: 145 Cust Desc : 10" X 8" MJ C153 REDUCER L/ACC - UNLINED/AC		EA	0.00	
3	3	DMJ9LAX	DOM 8 MJ C153 90 BEND L/A Sequence #: 150 Cust Desc : 8" MJ C153 90 BEND L/ACC - UNLINED/AC	220.560	EA	661.68	
6	0	DMJTLAXU	DOM 8X6 MJ C153 TEE L/A Sequence #: 151 Cust Desc : 8" X 6" MJ C153 TEE L/ACC - UNLINED/AC		EA	0.00	
3	3	DMJRLAXU	DOM 8X6 MJ C153 RED L/A Sequence #: 152 Cust Desc : 8" X 6" MJ C153 REDUCER L/ACC - UNLINED/AC	144.960	EA	434.88	
<b>TERMS:</b>		<b>NET 10TH PROX</b>	<b>ORIGINAL INVOICE</b>	<b>TOTAL DUE</b>		<b>CONTINUED</b>	

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INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0756281-1	\$11,224.07	36419	2 of 2

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
13	0	DMJ9LAU	DOM 6 MJ C153 90 BEND L/A Sequence #: 158 Cust Desc : 6" MJ C153 90 BEND L/ACC - UNLINED/AC		EA	0.00
<b>INVOICE SUB-TOTAL</b>						10440.95
<b>TAX</b> David City						763.08
<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> NET 10TH PROX		<b>ORIGINAL INVOICE</b>			<b>TOTAL DUE</b>	<b>\$11,224.07</b>

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**FERGUSON**  
**WATERWORKS**  
 1820 N. WILLOW AVE  
 BROKEN ARROW, OK 74012-9169

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
0757833	\$89,443.35	36419	1 of 1

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	NE138	R005	BH	DAVID CITY WWTP IMPROVEME	06/07/24	54217
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
572	572	DR18BP24	Thank you for your business!!! 24 C900 DR18 CL235 PVC GJ BLUE PIPE Sequence #: 195	145.460	FT	83203.12	
1	1	FFREIGHT	FRT CHARGE FEE	0.000	EA	0.00	
<b>INVOICE SUB-TOTAL</b>						<b>83203.12</b>	
<b>TAX</b>						David City	
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.							
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TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$89,443.35
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1820 N. WILLOW AVE  
 BROKEN ARROW, OK 74012-9169

Please contact with Questions: 918-459-9536

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

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0755902-1	\$22,870.71	36419	1 of 1

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	NE138	R003	BH	DAVID CITY WWTP IMPROVEME	06/07/24	54213
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT
140	140	AFT52P16	Thank you for your business!!! 16 CL52 CL DI FASTITE PIPE Sequence #: 101 Cust Desc : 16" CL52 FASTITE DUCTILE IRON PIPE - CML/AC		93.970	FT	13155.80
240	0	AFT52P16	16 CL52 CL DI FASTITE PIPE Sequence #: 133 Cust Desc : 16" CL52 FASTITE DUCTILE IRON PIPE - UNLINED/AC			FT	0.00
20	0	AFT52P10	10 CL52 CL DI FASTITE PIPE Sequence #: 143 Cust Desc : 10" CL52 FASTITE DUCTILE IRON PIPE - UNLINED/AC			FT	0.00
200	201	AFT52PX	8 CL52 CL DI FASTITE PIPE Sequence #: 147 Cust Desc : 8" CL52 FASTITE DUCTILE IRON PIPE - UNLINED/AC		39.380	FT	7915.38
10	10	DIEPDMFGX	8 DI EPDM FASTITE GSKT Sequence #: 148 Cust Desc : 8" EPDM FASTITE GASKET		20.390	EA	203.90
INVOICE SUB-TOTAL							21275.08
TAX						David City	1595.63
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 **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$22,870.71
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**FERGUSON®**  
**WATERWORKS**  
 1820 N. WILLOW AVE  
 BROKEN ARROW, OK 74012-9169

Please contact with Questions: 918-459-9536

BRB CONTRACTORS INC  
 3805 NW 25TH ST  
 DAVID CITY WWTP IMPROVEME  
 (PLANT DIVISION)  
 TOPEKA, KS 68618

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0757699	\$669.41	36419	1 of 1


**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	NE138	R004	BH	DAVID CITY WWTP IMPROVEME	06/06/24	54208
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT
1		FUFR1400D24U	Thank you for your business!!! 24IN UFR1400-D-U RESTRAINER CUST ITEM: FUFR1400D24U MEGALUG RESTRAINT - GLAND ONLY SEQUENCE # 338		441.680	EA	441.68
1		FUFR1400D16U	16 MJ RTNR GLAND F/ DI PIPE CUST ITEM: FUFR1400D16U MEGALUG RESTRAINT - GLAND ONLY SEQUENCE # 344		181.050	EA	181.05
<b>INVOICE SUB-TOTAL</b>							<b>622.71</b>
<b>TAX</b>						David City	
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	\$669.41
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INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0755893	\$24,129.64	36419	1 of 1

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

Please contact with Questions: 918-459-9536

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	NE138	R003	BH	DAVID CITY WWTP IMPROVEME	05/31/24	54160
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1	1	SP-18DIPFABSPPOOL	Thank you for your business!!! 18 DIP FAB SPL - DESCRIPTION BELOW Sequence #: 575.01 CUST DESC : 18" X 12" TFS MJ X PE DI PIPE W/WC CENTERED - CML/PRIMED	1911.480	EA	1911.48	
1	1	SP-14DIPFABSPPOOL	14 DIP FAB SPL - DESCRIPTION BELOW Sequence #: 591 Cust Desc : 14" X 1'-9" TFS-FLG X TFS-FLG DI PIPE W/WC CENTERED - CML/PRIMED	3667.350	EA	3667.35	
2	2	SP-14DIPFABSPPOOL	14 DIP FAB SPL - DESCRIPTION BELOW Sequence #: 591 Cust Desc : 14" X 1'-9" TFS-FLG X TFS-FLG DI PIPE W/WC CENTERED - CML/PRIMED	3667.350	EA	7334.70	
2	2	SP-4DIPFABSPPOOL	4 DIP FAB SPL - DESCRIPTION BELOW Sequence #: 601 Cust Desc : 4" X 1'-9" TFS-MJ X TFS-FLG DI PIPE W/WC CENTERED - CML/PRIMED	803.370	EA	1606.74	
2	2	SP-16DIPFABSPPOOL	16 DIP FAB SPL - DESCRIPTION BELOW Sequence #: 616 Cust Desc : 16" X 1'-9" TFS-MJ X TFS-FLG DI PIPE W/WC CENTERED - CML/PRIMED	3387.910	EA	6775.82	
1	1	SP-8DIPFABSPPOOL	8 DIP FAB SPL - DESCRIPTION BELOW Sequence #: 633 Cust Desc : 8" X 1'-9" TFS-MJ X TFS-FLG DI PIPE W/WC - UNLINED/PRIMED	1150.080	EA	1150.08	
INVOICE SUB-TOTAL							22446.17
TAX						David City	1083.97
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.							
<b>TERMS: NET 10TH PROX</b>						<b>ORIGINAL INVOICE</b>	<b>TOTAL DUE \$24,129.64</b>

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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
0756281	\$5,435.67	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	NE138	R003	BH	DAVID CITY WWTP IMPROVEME	05/31/24	54159	
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT	
4		DMJ9LA16	Thank you for your business!!! DOM 16 MJ C153 90 BEND L/A Sequence #: 104 Cust Desc : 16" MJ C153 90 BEND L/ACC - CML/AC		1264.110	EA	5056.44	
4		DMJ9LA16	DOM 16 MJ C153 90 BEND L/A Sequence #: 137 Cust Desc : 16" MJ C153 90 BEND L/ACC - UNLINED/AC			EA	0.00	
1		DMJTLA16	DOM 16 MJ C153 TEE L/A Sequence #: 138 Cust Desc : 16" X 16" MJ C153 TEE L/ACC - UNLINED/AC			EA	0.00	
1		DMJTLA16X	DOM 16X8 MJ C153 TEE L/A Sequence #: 139 Cust Desc : 16" X 8" MJ C153 TEE L/ACC - UNLINED/AC			EA	0.00	
1		DMJRLA1610	DOM 16X10 MJ C153 RED L/A Sequence #: 140 Cust Desc : 16" X 10" MJ C153 REDUCER L/ACC - UNLINED/AC			EA	0.00	
2		DMJRLA16X	DOM 16X8 MJ C153 RED L/A Sequence #: 141 Cust Desc : 16" X 8" MJ C153 REDUCER L/ACC - UNLINED/AC			EA	0.00	
1		DMJTLA10U	DOM 10X6 MJ C153 TEE L/A Sequence #: 144 Cust Desc : 10" X 8" MJ C153 TEE L/ACC - UNLINED/AC			EA	0.00	
1		DMJTLA10X	DOM 10X8 MJ C153 TEE L/A Sequence #: 145 Cust Desc : 10" X 8" MJ C153 REDUCER L/ACC - UNLINED/AC			EA	0.00	
3		DMJ9LAX	DOM 8 MJ C153 90 BEND L/A Sequence #: 150 Cust Desc : 8" MJ C153 90 BEND L/ACC - UNLINED/AC			EA	0.00	
6		DMJTLAXU	DOM 8X6 MJ C153 TEE L/A Sequence #: 151 Cust Desc : 8" X 6" MJ C153 TEE L/ACC - UNLINED/AC			EA	0.00	
3		DMJRLAXU	DOM 8X6 MJ C153 RED L/A			EA	0.00	
<b>TERMS: NET 10TH PROX</b>					<b>ORIGINAL INVOICE</b>		<b>TOTAL DUE</b>	<b>CONTINUED</b>

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INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0756281	\$5,435.67	36419	2 of 2

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
13	0	DMJ9LAU	Sequence #: 152 Cust Desc : 8" X 6" MJ C153 REDUCER L/ACC - UNLINED/VAC DOM 6 MJ C153 90 BEND L/A Sequence #: 158 Cust Desc : 6" MJ C153 90 BEND L/ACC - UNLINED/VAC		EA	0.00
<b>INVOICE SUB-TOTAL</b>						5056.44
<b>TAX</b>						379.23
<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>		NET 10TH PROX	<b>ORIGINAL INVOICE</b>	<b>TOTAL DUE</b>		<b>\$5,435.67</b>

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INVOICE		
DATE	NUMBER	PAGE
6/19/2024	094511	1 of 1

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

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, 16" SERIES 31 BTRFLY 15 - 16" SERIES 31 BUTTERFLY  VALVE, DI LUGGED BOYD, 416SS STEM, ALUMINUM-BRONZE DISC, EPDM SEAT, GEAR & HANDWHEEL OPERATOR, 311600-11010381, 040800-21206002, 303550-23200528	\$128,612.31	\$128,612.31

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:	\$ 128,612.31
	TAX:	\$ 0.00
	TOTAL:	\$ 128,612.31

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  
 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
5/30/2024	094275	1 of 1

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, 2" AIR RELEASE VLV	\$7,803.31	\$7,803.31

Tracking # 1Z2F126F0399781726

<p>This invoice is subject to and incorporates by reference Vessco Holdings's ("Vessco") Terms &amp; 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 &amp; Conditions and Customer Warranty posted on Vessco's website.</p> <p><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></p>	<p>SUBTOTAL: \$ 7,803.31</p> <p>TAX: \$ 0.00</p> <p>TOTAL: \$ 7,803.31</p>
---	--

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

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



2828 NW Button Road  
 Topeka, KS 66618

**Bill to:** BRB Contractors, Inc.  
 P.O. Box 750940  
 Topeka, KS 66675-0940 US

**Ship to:** DAVID CITY WWTP

**PO Number:**19856

Cust #	Job #	Invoice #	Invoice Date	Due Date	Disc Date	Terms	
91	24.036	27920	05/17/24	06/16/24		Net 30 days	
Mth/Trans	Line	Description					Amount
05/24 252	001	DETAILING					20,025.00

**Notes:**

Total	20,025.00
Sales Tax	
Less Retainage	
<b>Total Due</b>	<b>20,025.00</b>

PLEASE PAY FROM THIS INVOICE.  
 NO STATEMENT WILL BE SENT.

785-235-1524 • 785-235-3167 fax • 2828 NW Button Road • Topeka, KS 66618 • HMEInc.net

**Invoice**

ZIMMER & FRANCESCON, INC  
 6200 65th AVENUE  
 MOLINE, IL 61265  
 (309) 797-1117  
 Fax 877-244-2508

Invoice Number: 0174120-IN  
 Invoice Date: 6/10/2024  
 Salesperson:  
 Customer Number: 00-BRBCON

**Sold To:**

BRB CONTRACTORS  
 PO BOX 750940  
 TOPEKA, KS 66674

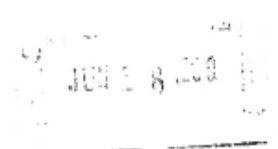
**Ship To:**

BRB CONTRACTORS  
 DAVID CITY WWTP  
 3461 M ROAD  
 DAVID CITY, NE 68632

Order No: E1412

Customer P.O.	Ship VIA	Sales Tax	Terms	Ship Date		
19855	BEST WAY	NEE	NET 30 DAYS	6/10/2024		
Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
HALLIDAY ACCESS HATCHES						
/60	EACH	1.00	1.00	0.00	0.00	0.00
EQUIPMENT						
W1S-030030CBDP						
/60	EACH	1.00	1.00	0.00	0.00	0.00
EQUIPMENT						
W1S-036036CBDP						
/60	EACH	1.00	1.00	0.00	0.00	0.00
EQUIPMENT						
W1S-024036CBDP						
/60	EACH	2.00	2.00	0.00	0.00	0.00
EQUIPMENT						
W3S-048132CBDP-E 45" X 42" OPENINGS						
/60	EACH	2.00	2.00	0.00	0.00	0.00
EQUIPMENT						
W2S-048072CBDP						
/60	EACH	2.00	2.00	0.00	0.00	0.00
EQUIPMENT						
W1S-036060CBDP SINGLE DOOR						
/60	EACH	2.00	2.00	0.00	0.00	0.00
EQUIPMENT						
W1S-036036CBDP						
/60	EACH	1.00	1.00	0.00	30,750.00	30,750.00
EQUIPMENT						
ACCESS HATCH TOTAL LOT PRICE						
HOISTING EQUIPMENT						
/60	EACH	1.00	0.00	1.00	0.00	0.00
EQUIPMENT						
HARRINGTON CB030-30-PT CHAIN HOIST						
/60	EACH	1.00	0.00	1.00	0.00	0.00
EQUIPMENT						

Continued





**Invoice**

ZIMMER & FRANCESCON, INC  
 6200 65th AVENUE  
 MOLINE, IL 61265  
 (309) 797-1117  
 Fax 877-244-2508

Invoice Number: 0174120-IN  
 Invoice Date: 6/10/2024  
 Salesperson:  
 Customer Number: 00-BRBCON

**Sold To:**  
 BRB CONTRACTORS  
 PO BOX 750940  
 TOPEKA, KS 66674

**Ship To:**  
 BRB CONTRACTORS  
 DAVID CITY WWTP  
 3461 M ROAD  
 DAVID CITY, NE 68632

Order No: E1412

Customer P.O.	Ship VIA	Sales Tax	Terms	Ship Date		
19855	BEST WAY	NEE	NET 30 DAYS	6/10/2024		
Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
H.S.I. 5120D-6000-14-10 GANTRY /60	EACH	1.00	0.00	1.00	0.00	0.00
EQUIPMENT						
THERN 5PA5S-M3 DAVIT CRANE /60	EACH	1.00	0.00	1.00	0.00	0.00
EQUIPMENT						
THERN 5BP10S PEDESTAL BASE /60	EACH	1.00	0.00	1.00	0.00	0.00
EQUIPMENT						
1/4" X 36' T304 S.S. LIFTING CABLE /60	EACH	1.00	0.00	1.00	19,110.00	0.00
EQUIPMENT						
HOISTING EQUIPMENT TOTAL LOT PRICE						

Net Invoice: 30,750.00  
 Sales Tax: 0.00  
 Freight: 0.00  
**Invoice Total: 30,750.00**

**FERGUSON**  
**WATERWORKS**  
 1820 N. WILLOW AVE  
 BROKEN ARROW, OK 74012-9169

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
0756281-3	\$3,419.89	36419	1 of 1


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	NE138	R003	BH	DAVID CITY WWTP IMPROVEME	06/11/24	54245
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT
2		DMJRLA16X	Thank you for your business!!! DOM 16X8 MJ C153 RED L/A Sequence #: 141 Cust Desc : 16" X 8" MJ C153 REDUCER L/A - UNLINED/AC		670.240	EA	1340.48
1		DMJTLA10X	DOM 10X8 MJ C153 TEE L/A Sequence #: 145 Cust Desc : 10" X 8" MJ C153 REDUCER L/A - UNLINED/AC		204.190	EA	204.19
6		DMJTLAXU	DOM 8X6 MJ C153 TEE L/A Sequence #: 151 Cust Desc : 8" X 6" MJ C153 TEE L/A - UNLINED/AC		272.770	EA	1636.62
INVOICE SUB-TOTAL							3181.29
TAX						David City	238.60
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	\$3,419.89	

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.

**B & C ELECTRICAL SERVICES LLC**

3639 Highway 39  
Genoa, NE 68640  
becky@bandces.com

**INVOICE**

**BILL TO**

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

**INVOICE #** 2022-113  
**DATE** 06/19/2024  
**DUE DATE** 07/04/2024  
**TERMS** Net 15

DESCRIPTION	QTY	RATE	AMOUNT
PROJECT: NE3DAV DAVID CITY WASTEWATER TREATMENT PLANT IMPROVEMENTS- DAVID CITY, NEBRASKA			
Labor LABOR-CHUCK-5/13/24	4.50	100.00	450.00
Labor LABOR-DALYNN-5/13/24	4.50	100.00	450.00
Labor LABOR-JC-5/13/24	4.50	100.00	450.00
Labor LABOR-CHUCK-5/14/24	1	100.00	100.00
Labor LABOR-DALYNN-5/14/24	1	100.00	100.00
Labor LABOR-CHUCK-6/6/24	1.50	100.00	150.00
Labor LABOR-DALYNN-6/6/24	1.50	100.00	150.00
Labor LABOR-JC-6/6/24	1.50	100.00	150.00
Materials MATERIAL USED ON JOB	1	50.00	50.00
Materials STORED MATERIAL	1	36,633.43	36,633.43

BALANCE DUE **\$38,683.43**



**ELECTRICAL ENGINEERING & EQUIPMENT CO.**  
 418 23RD STREET  
 COLUMBUS, NE 68601  
 (402) 562-6042 FAX (402) 562-6036  
 www.3e-co.com

**PACKING SLIP**



PLACED BY	TAKEN BY	ORDER #
	chug	8458624-00
ORDER DATE	CUSTOMER PO#	PAGE
05/02/24	DAVID CITY WTP	1

CUST # 110522

BILL TO: B & C ELECTRICAL SERVICES LLC  
 3639 HWY 39  
 GENDA, NE 68640-3102

CORRESPONDENCE TO: 3E - COLUMBUS

418 23RD STREET  
 COLUMBUS, NE 68601

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

SHIP VIA	INSTRUCTIONS
3E TRUCK	CHARLES GEE
REQUEST DATE	TERMS
01/16/24	Dis10 net 25
REFERENCE	

LINE NO	PRODUCT NUMBER AND DESCRIPTION	BIN LOCATION	QUANTITY ORDERED	QUANTITY S.O.	QUANTITY SHIPPED	QTY UN	PRICE
2	QZT PG2424HA0017 CVR BD 24X24X2 ELECTRIC TIE: 621181	N/on/ St/ock	5.00	0.00	5.00	E	
3	QZ1 PG2436BA36 BOX OB 24X36X36 TIE: 621181	N/on/ St/ock	7.00	0.00	7.00	E	
4	QZT PG2436HA0021 CVR BD HD 24X36X3/HM-FIB TIE: 621181	N/on/ St/ock	7.00	0.00	7.00	each	
1	QZT PG2424BA24 BOX 24X24X24 TIE: 621181	Ne/w /Par/t	5.00	2.00	3.00	E	
4	LINES TOTAL	# OF LINES NOT PRINTED	0	QTY SHIPPED TOTAL	22.00	RECEIVED BY	DATE RECEIVED
	PACKED BY	PACKED BY	CHECKED BY	CUBE	WEIGHT		
				41472.00000	0.00000		

LAST PAGE



**ELECTRICAL ENGINEERING & EQUIPMENT CO.**  
 418 23RD STREET  
 COLUMBUS, NE 68601  
 (402) 562-6042 FAX (402) 562-6036  
 www.3e-co.com

**PACKING SLIP**



PLACED BY	TAKEN BY	ORDER #
CHUCK	chug	8558563-00
ORDER DATE	CUSTOMER PO#	PAGE
05/16/24	DAVID CITY WTP	1

CUST # 110522

BILL TO B & C ELECTRICAL SERVICES LLC  
 3639 HWY 39  
 GENDA, NE 68640-3102

CORRESPONDENCE TO 3E - COLUMBUS

418 23RD STREET  
 COLUMBUS, NE 68601

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

SHIP VIA	INSTRUCTIONS
3E TRUCK	CHARLES GEE
REQUEST DATE	TERMS
05/13/24	Dis10 net 25
REFERENCE	

LINE NO	PRODUCT NUMBER AND DESCRIPTION	BN LOCATION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY UN	PRICE
****PLEASE HOLD FOR DELIVERY, CHUCK WILL EVENTALLY WANT DELIVERED TO JOBSITE IN DAVID CITY.****							
6	PVC E997L 3 IN SCH 40 END BELL	20/2L/ /	6.00	0.00	6.00	C	
11	PVC E997J 2 IN SCH 40 END BELL	20/2L/ /	15.00	0.00	15.00	C	
5	PVC E940L 3 SCH 40 CPLG	20/5B/ /	20.00	0.00	20.00	C	
7	PVC E943L 3 IN SCH 40 MALE ADPT	20/5C/ /	5.00	0.00	5.00	C	
14	PVC E940F 1 IN SCH 40 CPLG	20/6B/ /	70.00	0.00	70.00	C	
10	PVC E940J 2 IN SCH 40 CPLG	20/6B/ /	40.00	0.00	40.00	C	
9	PVC U9A9JB CARLON U9A9JB 2 90D STD EL-BELLED	20/6D/ /	40.00	0.00	40.00	C	
16	INB U9A9EB 3/4 90D STD ELBOW	20/7C/ /	25.00	0.00	25.00	C	
13	PVC U9A9FB CARLON U9A9FB-CTN 1 90D STD ELBOW	20/7C/ /	36.00	0.00	36.00	C	
4	INB U9A9LB 3IN 90D PVC ELBOW	20/7E/ /	12.00	0.00	12.00	C	
LINES TOTAL		# OF LINES NOT PRINTED	QTY SHIPPED TOTAL		RECEIVED BY	DATE RECEIVED	
PACKED BY		PACKED BY	CHECKED BY	CUBE	WEIGHT		

CONTINUED



**ELECTRICAL ENGINEERING & EQUIPMENT CO.**  
 418 23RD STREET  
 COLUMBUS, NE 68601  
 (402) 562-6042 FAX (402) 562-6036  
 WWW.3E-CO.COM

**PACKING SLIP**



PLACED BY	TAKEN BY	ORDER #
CHUCK	chug	8558583-00
ORDER DATE	CUSTOMER PO#	PAGE
05/16/24	DAVID CITY WTP	2

CUST.# 110522

**Bill TO:** B & C ELECTRICAL SERVICES LLC  
 3639 HWY 39  
 GENOA, NE 68640-3102

CORRESPONDENCE TO: 3E - COLUMBUS

418 23RD STREET  
 COLUMBUS, NE 68601

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

SHIP VIA	INSTRUCTIONS
3E TRUCK	CHARLES GEE
REQUEST DATE	TERMS
05/13/24	Dis10 net 25
REFERENCE	

LINE NO	PRODUCT NUMBER AND DESCRIPTION	BIN LOCATION	QUANTITY ORDERED	QUANTITY B.I.	QUANTITY SHIPPED	QTY. UM	PRICE
17	PVC VC9982 QUICK SET CEMENT - QUART 31352	25/5C/ /	5.00	0.00	5.00	C	
15	COND PVC SCH40 075 49007 3/4 IN SCH 40 PVC CONDUIT	52/38/ /	500.00	0.00	500.00	C	
12	COND PVC SCH40 100 49008 1 IN SCH 40 PVC CONDUIT	52/3C/ /	500.00	0.00	500.00	C	
8	COND PVC SCH40 200 49011 2 IN SCH 40 PVC CONDUIT	52/4B/ /	2700.00	0.00	2700.00	C	
3	COND PVC SCH40 300 49013 3 IN SCH 40 PVC CONDUIT	52/5A/ /	550.00	0.00	550.00	C	
18	COND PVC SCH80 300 49413 3 IN SCH 80 PVC CONDUIT	55/8B/ /	90.00	0.00	90.00	C	
16	LINE# TOTAL	# OF LINES NOT PRINTED	0	QTY. SHIPPED TOTAL	4614.00	RECEIVED BY	DATE RECEIVED
	PACKED BY	PACKED BY	CHECKED BY	CUBE	WEIGHT		
				38961.00000	3938.69000		

LAST PAGE







Progress Estimate - Unit Price Work										Contractor's Application for Payment												
Owner: City of Davis City					Engineer: JEO Consulting Group, Inc.					Owner's Project No.: #8261					Engineer's Project No.: 191651.00							
Contractor: 88 Commercial, Inc.					Project: 2023 AGP Substation					Contractor's Project No.:					555070001							
Contract: 2023 AGP Substation					Application Period: From 05/21/24 to 06/30/24					Application Date: 1/06/20/24												
Contract Information										Work Completed												
Item No.	Description	Units	Unit Price (\$)	Value of Bid Item (C X U) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed (C X G) (\$)	Materials Currently Stored (Job) (\$)	Work Completed and Materials Stored to Date (H + J) (\$)	% of Value of Item (O / I) (%)	Balance to Bill (F - J) (\$)												
Original Contract										Group A												
1	Substation Installation, Complete and Operational	1.00	LS	\$2,416,450.00	0.30	724,935.00		724,935.00	30%	1,691,515.00												
				Original Contract Totals	\$	2,416,450.00	\$	724,935.00	\$	724,935.00	30%	\$	1,691,515.00									
Change Orders										Change Orders												
Change Order #1				405,350.00		405,350.00				0%	405,350.00											
Change Order #2				(139,688.66)		(139,688.66)				0%	(139,688.66)											
Change Order Totals				\$	265,661.34	\$		\$		0%	\$	265,661.34										
Original Contract and Change Orders				\$	2,682,111.34	\$	724,935.00	\$	724,935.00	27%	\$	1,957,176.34										

Council member Keith Marvin introduced Ordinance No. 1484. Mayor Jessica Miller read Ordinance No. 1484 by title.

Council member Keith Marvin made a motion to suspend the statutory rule that requires an Ordinance to be read on three separate days. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to pass and adopt Ordinance No. 1484 on third and final reading authorizing the issuance by the City of not to exceed \$950,000 in principal amount of General Obligation Various Purpose Bonds to be issued for the purpose of paying off the City's Bond Anticipation Notes, Series 2022, dated July 29, 2022 in the principal amount of \$870,000, approving the form of said Bonds and authorizing the authorized officers of the City to make arrangements for the sale of the Bonds, and declaring an emergency and ordering the ordinance to take effect immediately upon proclamation by the Mayor and posting in pamphlet form. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

#### **ORDINANCE NO. 1484**

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION VARIOUS PURPOSE BONDS, SERIES 2024, OF THE CITY OF DAVID CITY, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000) FOR THE PURPOSE OF PAYING OFF INTERIM FINANCING FOR THE COSTS OF IMPROVEMENTS IN STREET IMPROVEMENT DISTRICT NO. 2022-1; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME; AUTHORIZING OFFICERS OF THE CITY TO MAKE ARRANGEMENTS FOR THE SALE OF THE BONDS AND TO DESIGNATE THE FINAL TERMS, RATES AND MATURITY SCHEDULE FOR SAID BONDS WITHIN STATED PARAMETERS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; DETERMINING THIS ORDINANCE TO BE A MEASURE NECESSARY TO CARRY OUT THE CITY'S CONTRACTUAL OBLIGATIONS; DECLARING AN EMERGENCY AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM AND TO TAKE EFFECT IMMEDIATELY UPON PROCLAMATION BY THE MAYOR AND POSTING OF SUCH PAMPHLET.

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

Section 1. The Mayor and City Council of the City of David City, Nebraska (the "City"), hereby find and determine as follows:

- (a) pursuant to ordinances heretofore duly passed and approved by the Mayor and City Council, Street Improvement District No. 2022-1 in the City have been created

and the prescribed improvements therein have been or will soon be completed and accepted by the City;

(b) the cost of said improvements, as reported by the City's Engineer, is not less than \$950,000;

(c) the City has previously issued, to provide interim financing for payment of the interim construction costs of improvements in Street Improvement District No. 2022-1, its Bond Anticipation Notes, Series 2022, dated July 29, 2022, in the principal amount of \$870,000 (the "Notes"), which constitutes a contractual obligation of the City and such Notes will mature on July 15, 2024 (the "Maturity Date") and require immediate refinancing for the City to meet its contractual commitments with respect thereto, and proceeds of the bonds authorized hereunder together with any remaining proceeds of the Notes will be used to pay and redeem such Notes on the Maturity Date;

(d) all conditions, acts and things required to exist or to be done precedent to the issuance of General Obligation Various Purpose Bonds, Series 2024, of the City, in the principal amount of not to exceed Nine Hundred Fifty Thousand Dollars (\$950,000) pursuant to Sections 17-516, 17-520, 18-1801 and 18-1802, R.R.S. Neb. 2012, to pay the costs of the improvements described herein (including payment of the Notes and related costs) hereof do exist and have been done as provided by law.

Section 2. To provide for the issuance of bonds as described in Section 1 hereof, there shall be and there are hereby ordered issued bonds of the City, to be known as General Obligation Various Purpose Bonds, Series 2024 (the "Bonds"), of the aggregate principal amount of not to exceed Nine Hundred Fifty Thousand Dollars (\$950,000), provided, that the Bonds shall mature and bear interest at such rates per annum as shall be determined in a written designation (the "Designation") signed by the Mayor or the City Treasurer (each, an "Authorized Officer") on behalf of the City, which Designation may also determine or modify the principal amount, interest rate or maturity date of the Bonds, mandatory redemption provisions (if any) and pricing terms as set forth in Section 8 hereof, all within the following limitations:

- (a) the aggregate principal amount of the Bonds shall not exceed the amount stated in this Section 2 above, provided, however, in the event the Bonds are sold with a net original issue discount such aggregate principal amount may be increased in an amount necessary to compensate for any such net original issue discount;
- (b) the aggregate amount of original issue premium and original issue discount (if any) may result in an aggregate net original issue discount (if any) not in excess of two percent (2.00%) of the stated principal amount of the Bonds;
- (c) the longest maturity of the Bonds may not be later than December 15, 2034;
- (d) the true interest cost of the Bonds shall not exceed 6.00%;
- (e) two or more of the principal maturities may be combined and issued as "term bonds" and each of the Authorized Officers may determine the mandatory sinking fund payments and mandatory redemption amounts. Any Bonds issued as "term bonds" shall be redeemed at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date of redemption

and may be selected for redemption by any random method of selection determined appropriate by the Registrar (as hereinafter designated).

Each of the Authorized Officers are hereby authorized to make such determinations on behalf of the City and to evidence the same by execution and delivery of the Designation and such determinations shall constitute the action of the Mayor and Council without further action of the Mayor and Council.

The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be the date of delivery thereof. Interest on the Bonds shall be payable semiannually on January 15 and July 15 of each year commencing January 15, 2025 (or such other date or dates as provided in the Designation, each of said dates an "Interest Payment Date"), and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date to which interest has been paid or provided for, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding the Interest Payment Date (or such other date as provided in the Designation, the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. The initial numbering and principal amounts for each of the Bonds shall be designated by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or early redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any unpaid interest accrued thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. Unless as otherwise provided in the Designation, the BOKF, National Association, Lincoln, Nebraska, is hereby designated to serve as Paying Agent and Registrar for the Bonds. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at the City offices. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar, on behalf of the City, will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this

ordinance, one Bond may be transferred for several such Bonds of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in David City, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 6. In addition to any mandatory sinking fund redemption as may be determined in the Designation as permitted in Section 2 hereof, the Bonds shall be subject to redemption at the option of the City prior to the stated maturities thereof, in whole or in part, at any time on or after the fifth anniversary of the date of original issue thereof (or such other date as provided in the Designation) at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Bonds to be redeemed in its sole discretion, but Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for new Bonds evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given at the direction of the City in the case of optional redemptions and without further direction in the case of mandatory redemptions, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by number, the date of original issue and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given. In the event term maturities and mandatory redemption amounts are determined in the Designation, the provisions of this Section 6 shall apply generally to mandatory redemptions. Any such mandatory redemptions shall be in amounts and on terms set forth in the Designation, at

the principal amount redeemed plus accrued interest to the date set for redemption. The Paying Agent and Registrar shall select the term bonds to be redeemed in any maturity using any random method of selection deemed appropriate, subject to the provisions of Section 8 of this Ordinance.

Section 7. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF NEBRASKA

GENERAL OBLIGATION VARIOUS PURPOSE BOND  
OF THE CITY OF DAVID CITY, NEBRASKA  
SERIES 2024

No.

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	_____, 20____	_____, 2024	

Registered Owner:

Principal Amount: \_\_\_\_\_ Dollars

KNOW ALL PERSONS BY THESE PRESENTS: That the City of David City, in the State of Nebraska (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the maturity date specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent interest payment date for which interest has been paid or provided for, whichever is later, at the rate per annum specified above, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year commencing \_\_\_\_\_, 20\_\_\_\_ (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal hereof together with any unpaid interest accrued thereon due at maturity or upon earlier redemption is payable upon presentation and surrender of this bond at the office of BOKF, National Association, Lincoln, Nebraska, the Paying Agent and Registrar, in Lincoln, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this Bond, as shown on the books of record maintained by the Paying Agent and Registrar, as of the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's address as shown on such books and records (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

All bonds of this issue are subject to redemption prior to maturity on the fifth anniversary of the date of original issue thereof, or at any time thereafter at par plus accrued interest on the principal amount redeemed to the date set for redemption. Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed, not less than thirty days prior to the date set for redemption, in the manner specified in the ordinance authorizing the issuance of said bonds. Individual bonds may be redeemed in part but only in the amount of \$5,000 or any integral multiple thereof.

This bond is one of an issue of fully registered bonds of the total principal amount of \$\_\_\_\_\_, of even date and like tenor herewith, except as to denomination, which were issued by the City for the purpose of paying off interim financing for the costs improvements in Street Improvement District No. 2022-1, and paying costs of issuance. The issuance of this bond



and the other bonds of this issue has been lawfully authorized by an ordinance duly passed, approved and published by the Mayor and Council of the City in strict compliance with Sections 17-516, 17-520, 18-1801 and 18-1802, Reissue Revised Statutes of Nebraska, 2012, as amended.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest of said bonds as the same become due.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond and thereupon a new bond or bonds of the same aggregate principal amount will be issued to the transferee as provided in the ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

This bond shall not be valid for any purpose until the Certificate of Authentication hereon shall have been signed by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City of David City, Nebraska, have caused this bond to be executed on behalf of the City with the signatures of its Mayor and City Clerk, both of which signatures may be facsimile signatures, and by having affixed hereto or imprinted hereon the City's seal, all as of the date of issue shown above.

THE CITY OF DAVID CITY, NEBRASKA

(SEAL)

By: (Sample - Do not sign)  
Mayor

ATTEST:

(Sample - Do not sign)  
City Clerk

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This bond is one of the series designated therein and has been registered to the owner named in said bond and the name of such owner has been recorded in the books of record maintained by the undersigned as Paying Agent and Registrar for said issue of bonds.

(Sample - Do not sign)  
BOKF, National Association, Lincoln,  
Nebraska, Paying Agent and Registrar  
for the City of David City, Nebraska

(FORM OF ASSIGNMENT)

For value received, \_\_\_\_\_ hereby sells,  
assigns and transfers unto \_\_\_\_\_,  
(Social Security or Taxpayer I.D. No. \_\_\_\_\_)  
irrevocably \_\_\_\_\_ constitutes \_\_\_\_\_ and \_\_\_\_\_ appoints

\_\_\_\_\_, attorney, to transfer the same on the books of registration in the office of the within-mentioned Paying Agent and Registrar with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

Registered Owner(s)

Signature Guaranteed

By \_\_\_\_\_

Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name(s) as written on the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 8. Each of the Bonds shall be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the D.A. Davidson & Co., as the initial purchaser thereof, upon receipt of a purchase price of not less than 98.50% (or such other amount as may be determined in the Designation) of the principal amount of the Bonds plus accrued interest thereon to date of payment for the Bonds. Said initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Any of the Authorized Officers of the City are hereby authorized to approve, execute, and deliver the Designation for and on behalf of the City. Such purchaser and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds at closing.

Section 9. The City Clerk is hereby directed to make and certify a transcript of the proceedings of the City precedent to the issuance of said Bonds which shall be delivered to the purchaser of said Bonds.

Section 10. For the prompt payment of the Bonds, both principal and interest as the same fall due, the City agrees that it shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the City for the purpose of paying and sufficient to pay the interest and principal of the Bonds when and as such principal and interest become due. The City reserves the right to satisfy its payment obligations with respect to the Bonds from any available source of funds.

Section 11. The net proceeds of the Bonds shall be applied upon receipt for the purposes described in Section 1 hereof, and to pay issuance costs. Any accrued interest received from the sale of the Bonds shall be applied to pay interest falling due on said Bonds on the first Interest Payment Date. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds. The officers of the City (or any one or more of them) are hereby authorized to take all actions deemed necessary in connection with the issuance of the Bonds and payment of the Notes on the Maturity Date.

Section 12. The holders of the Bonds of this issue shall be subrogated to all rights of the holders of any claims which are paid from the proceeds of said Bonds.

Section 13. The City hereby covenants to the purchasers and holders of the Bonds hereby authorized that it will make no use of the proceeds of said Bond issue, including monies held in any sinking fund for the Bonds, which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds. The City hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue tax-exempt bonds or other tax-exempt obligations aggregating in principal amount more than \$10,000,000 during calendar year 2024, taking into consideration statutory exceptions for refunding issues. The City further covenants and warrants that it has not designated and will not designate bonds or other

obligations as so qualified in an amount in excess of \$10,000,000 in calendar year 2024. The Mayor and/or City Treasurer are hereby authorized to make any and all elections or allocations deemed necessary by them in connection with the tax-exempt status of interest on the Bonds or other tax related qualification thereof.

Section 14. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and cancelled or when the payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made in accordance with the terms thereof or (b) shall have been provided for by depositing with a national or state bank having trust powers or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will insure the availability of sufficient money to make such payment; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice thereof or made irrevocable provisions for the giving of such notice. Any money so deposited with such bank or trust company may be invested or reinvested in U.S. Government Obligations at the direction of the City, and all interest and income from U.S. Government Obligations in the hands of the Paying Agent and Registrar or such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 15. Each of the Authorized Officers is authorized to prepare, approve and deem final on behalf of the City a preliminary official statement or offering circular, as applicable, for use by the Underwriter in connection with the offering and sale of the Bonds, and to approve a final official statement or offering circular, as applicable, in accordance with any applicable governing laws, rules or regulations.

Section 16. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Mayor and the City Council hereby authorize and direct all of the officers, employees and agents of the City to carry out, or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any one of them, shall consider necessary, advisable, desirable, or appropriate in connection with this ordinance, and the issuance, sale and delivery of the Bonds, including, without limitation and whenever appropriate, the execution and delivery thereof and of all other related documents (including the Bond Purchase Agreement), instruments, certifications and opinions; and delegates, authorizes and directs the Mayor and the City Treasurer (or either one of them) the right, power and authority to exercise his or her own independent judgment and discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by the Mayor or City Treasurer or by any such other officer, officers, agent or agents of the City of any such documents, instruments, certifications and opinions, or the doing by him or her of any act in connection with any of the matters which are the subject of this ordinance, shall constitute conclusive evidence of both the City's and his or her approval of all changes, modifications, amendments, revisions and alterations made therein, and shall conclusively establish his or her authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments and certifications so executed and the action so taken.

Section 17. In order to promote compliance with certain federal tax and securities laws relating to the Bonds herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit "A" (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 18. This Ordinance is hereby determined to be a measure necessary to carry out the City's contractual obligations with respect to the Notes. This Ordinance is hereby determined to be an emergency measure necessary to take effect to protect the credit standing of the City and shall take effect immediately upon proclamation by the Mayor. This Ordinance shall be published in pamphlet form with notice of such publication to be given by posting in three public places.

PASSED AND APPROVED this 10<sup>th</sup> day of July, 2024.

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Mayor

---

City Clerk

(SEAL)

EXHIBIT "A"  
POLICY AND PROCEDURES

[SEE ATTACHED]

**Policy and Procedures  
Federal Tax Law and Disclosure Requirements for  
Tax-exempt Bonds and/or Tax Advantaged Bonds**

**ISSUER NAME:** The City of David City, in the State of Nebraska  
**COMPLIANCE OFFICER (BY TITLE):** City Treasurer

**POLICY**

It is the policy of the Issuer identified above (the "Issuer") to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds (or as tax credit, direct pay subsidy or other tax-advantaged bonds, as applicable) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits associated with its bonds issued as tax advantaged bonds are received in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

**PROCEDURES**

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the "Compliance Officer"). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website ["EMMA"] at <http://www.emma.msrb.org>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer's annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

*Document Review.* At the compliance review, the following documents (the "Bond Documents") shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting

the final rates and terms of such bonds (the “Authorizing Proceedings”),

- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the “Tax Documents”):
  - (i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;
  - (ii) Form 8038 series filed with the Internal Revenue Service;
  - (iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;
  - (iv) covenants, agreements, instructions or memoranda with respect to rebate or private use;
  - (v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and
  - (vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.
- (c) the Issuer’s continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the “Continuing Disclosure Obligations”), and
- (d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer’s bonds or relating to the Issuer’s Continuing Disclosure Obligations.

*Use and Timely Expenditure of Bond Proceeds.* Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

*Arbitrage Yield Restrictions and Rebate Matters.* The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the “Code”) and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

*Use of Bond Financed Property.* Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any

special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

*Continuing Disclosure.* Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

Council member Keith Marvin made a motion to pass and adopt Resolution No. 17-2024 addressing the speed limits on Highway 15 as corrected on the map. Council Member Bruce Meysenburg seconded the motion. The motion carried.  
Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0



**RESOLUTION NO. 17 - 2024**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, DECLARING A NEED FOR THE NEBRASKA DEPARTMENT OF TRANSPORTATION TO LOWER THE SPEED LIMIT ON CERTAIN PORTIONS OF HIGHWAY 15.**

**WHEREAS**, Highway 15 spans north to south through the corporate limits of the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**") as generally depicted in **EXHIBIT A**, attached hereto and incorporated herein ("**HWY 15**"); and

**WHEREAS**, the current speed limits along HWY 15 are depicted in **EXHIBIT A** ("**Current Speed Limits**"); and

**WHEREAS**, the City finds that the Current Speed Limits allows for the operation of a motor vehicle at a rate of speed greater than is reasonable and prudent and endangers the general health, safety, and welfare of the citizens and travelers of the City and as a result causes non-compliance with the posted speed limits within the City; and

**WHEREAS**, pursuant to section 4-120 of the David City Municipal Code and section 60-6,190(7) of the Nebraska Revised Statutes, the City only has authority to reduce speed limits on roadways within its corporate limits that are not a part of the State Highway System, which HWY 15 is; and

**WHEREAS**, the City finds it in the best interest of the City and its residents for the Nebraska Department of Transportation ("**NDOT**") to change the speed limit of HWY 15 as depicted in the attached **EXHIBIT A** ("**Proposed Speed Limits**"); and

**WHEREAS**, the City finds it in the best interest of the City and its residents and travelers for NDOT to adopt the Proposed Speed Limits.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of David City, Nebraska, hereby declares its support and request for NDOT to adopt the Proposed Speed Limits as shown in **EXHIBIT A**.

**BE IT FURTHER RESOLVED**, the City shall post appropriate signage as necessary along the portions of HWY 15 that are within the City's corporate limits and within the range of NDOT's speed limit change, as applicable.

Passed and approved this 10th day of July, 2024.

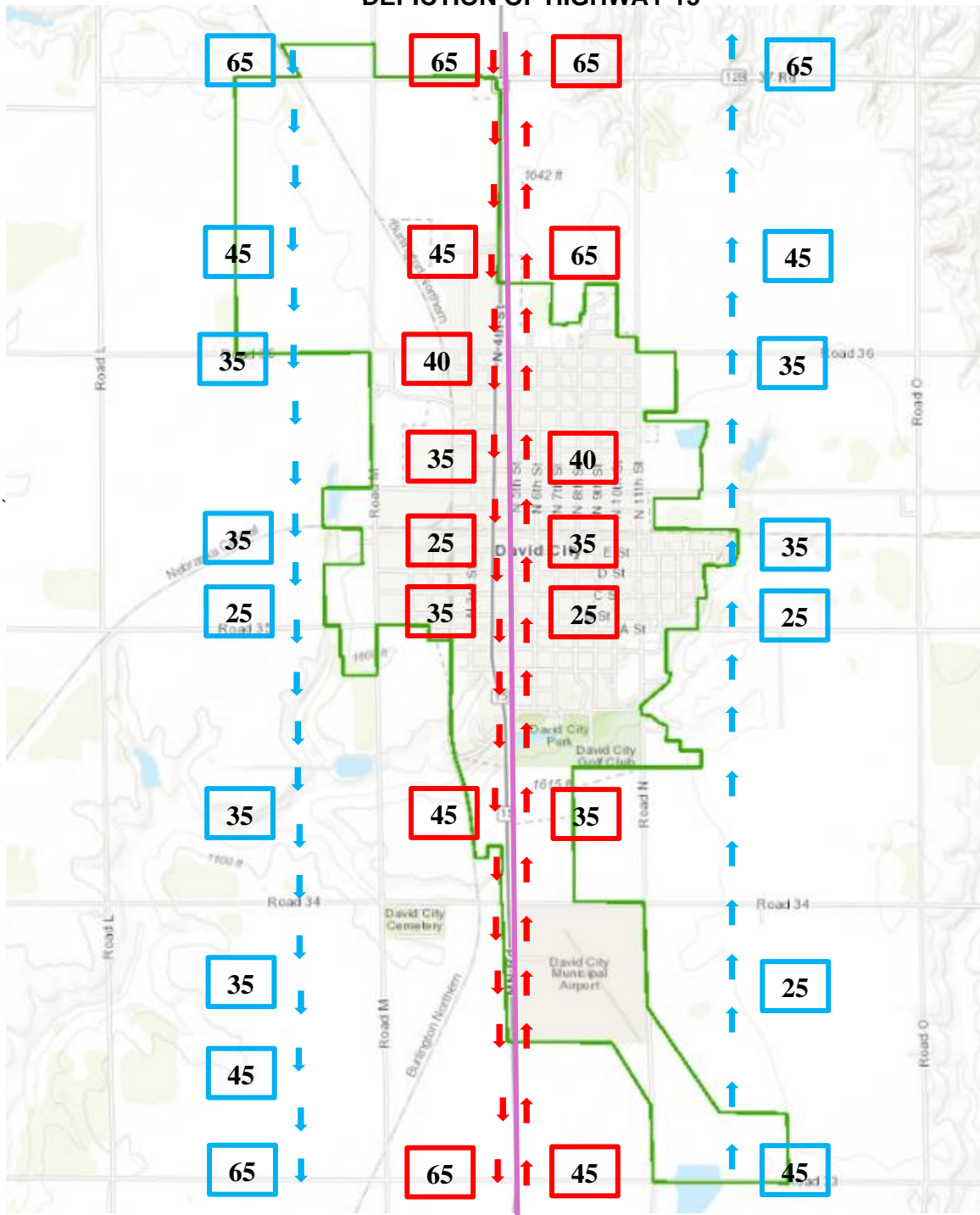
\_\_\_\_\_  
Mayor Jessica Miller

ATTEST:

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

**EXHIBIT A**

**DEPICTION OF HIGHWAY 15**



\*The outline in **GREEN** represents the corporate limits of the City of David City, Nebraska.

\*\*The outline in **PURPLE** generally depicts Highway 15.

\*\*\* The boxes outlined in **RED** generally depict the Current Speed Limits (mph).

\*\*\*\* The boxes outlined in **BLUE** generally depict the Proposed Speed Limits (mph).

Mayor Jessica Miller stated that the next item on the agenda was consider Resolution No. 18-2024 authorizing the Mayor and City Council to execute a purchase and sale agreement and deed to convey the property located at 1115 C Street, David City, Nebraska, to Katherine Shinn.


Interim City Administrator/City Clerk Tami Comte stated that Katherine Shinn called her today and told her that she was no longer interested in purchasing the property. Shortly after, Cole Ratkovec sent Comte an email offering to purchase both properties that the City is selling.

## Re: Lot for sale



Cole Ratkovec <ratkovec.construction@gmail.com>

To Tami Comte

 You replied to this message on 7/10/2024 12:00 PM.



We would like to place a bid on both lots.

\$24,000.00 on the corner lot

\$15,000.00 on the middle lot.

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 18-2024 authorizing the Mayor and City Council to execute a purchase and sale agreement and deed to convey the property located at 1115 C Street, David City, Nebraska, to Cole and Carla Ratkovec in the amount of \$24,000. Council Member Jim Angell seconded the motion. The motion carried.

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

Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

### **RESOLUTION NO. 18-2024**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, BUTLER COUNTY, NEBRASKA, AUTHORIZING THE SALE OF REAL PROPERTY LOCATED AT 1115 C STREET, DAVID CITY, NEBRASKA; TO PROVIDE FOR THE REPEAL OF CONFLICTING RESOLUTIONS.**

**WHEREAS**, the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**") owns that certain real property located at 1115 C Street, David City, Nebraska, and legally described and depicted in **EXHIBIT A**, attached hereto and incorporated herein by this reference ("**Property**"); and

**WHEREAS**, the City desires to sell the Property; and

**WHEREAS**, the City accepted sealed bids for the Property on June 12, 2024; and

**WHEREAS**, the City received one bid, in excess of the reserve amount, from Cole and Carla Ratkovec ("**Buyer**"), in the amount of twenty-four thousand dollars and zero cents (\$24,000.00) ("**Bid**"); and

**WHEREAS**, the City desires to accept the Bid and convey the Property to Buyer by executing that certain Purchase and Sale Agreement for the Property as shown in **EXHIBIT B**, attached hereto and incorporated herein ("**PSA**") and that certain quitclaim deed as shown in **EXHIBIT C**, attached hereto and incorporated herein ("**Deed**"); and

**WHEREAS**, the City acknowledges that it must first complete the Right of Remonstrance Period pursuant to Nebraska Revised Statutes section 17-503 to complete its conveyance of the Property ("**Right of Remonstrance Period**"); and

**WHEREAS**, the City finds it in the best interest of the City to accept the Bid and execute the PSA and Deed thereby conveying the Property to Buyer.

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

1. The Mayor and City Clerk are hereby authorized to execute the PSA and other documents as reasonably necessary to convey the Property to Buyer.
2. The Mayor is hereby authorized to execute the Deed once the Right of Remonstrance Period has concluded, and the City Clerk is hereby further directed to undertake all necessary actions for the City to pass the thirty (30) day right of remonstrance period.
3. The City Clerk is hereby directed to publish the terms of the sale once a week for three (3) consecutive weeks in a legal newspaper of general circulation in the City.

Passed and approved this 10th day of July, 2024.

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Mayor Jessica Miller

ATTEST:

---

City Clerk Tami Comte

**EXHIBIT A**  
**The Property**

**Legal Description:**

Lot Two (2) and the North Half (N1/2) of Lot Three (3), Block Ten (10), East David City Addition to Section Twenty (20), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., of the City of David City, Butler County, Nebraska.

**Property Address:**

1115 C Street  
David City, Nebraska 68632

**Parcel Number:**

1200006916

**EXHIBIT B**

**Purchase and Sale Agreement**

(SEE ATTACHED)

**REAL ESTATE PURCHASE AGREEMENT**

This REAL ESTATE PURCHASE 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 ("**Seller**") and **COLE RATKOVEC AND CARLA RATKOVEC**, a married couple ("**Buyer**"). Seller and Buyer are herein referred to individually as a "**Party**" and collectively as the "**Parties**."

**RECITALS**

A. Seller owns that certain real property in Butler County, Nebraska as shown on **EXHIBIT A**, attached hereto and incorporated herein ("**Property**"); and

B. Buyer wishes to purchase, and Seller wishes to sell the Property, on the terms and conditions herein.

**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, the Parties hereby agree as follows:

**AGREEMENT**

1. **Property**. Seller agrees to sell and Buyer agrees to purchase all of Seller's right, interest, and title to the Property.

a. **Right of Remonstrance Period**. The Parties expressly acknowledge and agree that the Seller's obligation to convey the Property to Buyer is expressly conditional upon the Property satisfying the thirty (30)-day statutory Right of Remonstrance Period as section 17-503(3) of the Nebraska Revised Statutes so requires ("**Right of Remonstrance Period**"). In the event Seller is unable to convey the Property as a result of a validly submitted remonstrance petition, pursuant to section 17-503(1) of the Nebraska Revised Statutes, this Agreement shall automatically terminate and Seller shall return the Earnest Deposit (defined below) to Buyer. Notwithstanding anything else in this Agreement to the contrary, Seller's execution of the Quitclaim Deed (defined below) shall not constitute a waiver of this statutory requirement nor an acknowledgement of its satisfaction and the only evidence of the Seller's satisfaction of the Right of Remonstrance Period and this condition of Seller's obligation to convey the Property is Seller's passing of an ordinance confirming the sale of the Property pursuant to section 17-503(5) of the Nebraska Revised Statutes.

2. **Purchase Price**. Buyer agrees to pay and Seller agrees to accept Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) ("**Purchase Price**") for the Property. Such Purchase Price is due and payable to Seller at the Closing Date (defined below).

3. **Earnest Deposit.** Buyer will pay directly to Seller within five (5) business days after the Effective Date an earnest money deposit of Five Thousand Dollars and Zero Cents (\$5,000.00) ("**Earnest Deposit**"). The Earnest Deposit shall be nonrefundable to Buyer except as specifically provided in this Agreement but will be applied toward payment of the Purchase Price at Closing. If Buyer fails to remit the Earnest Deposit as provided above this Agreement shall immediately terminate upon written notice from Seller to Buyer.

4. **Closing.** The closing of the sale of the Property ("**Closing**") shall take place as soon as possible after the Effective Date and in no event earlier than sixty (60) days after the Effective Date ("**Closing Date**") at Seller's offices located at 490 E Street, David City, Nebraska 68632. If the Closing Date falls on a weekend day or a banking holiday, the Closing Date shall be the next business day thereafter. Seller agrees not to sell, lease, or otherwise convey or encumber, all or a portion of, the Property between the Effective Date and the Closing Date. The Parties may extend the Closing Date by mutual written consent.

a. At Closing, Seller shall deliver to Buyer:

- (1) A duly executed and acknowledged Quitclaim Deed for the Property;
- (2) A non-foreign person affidavit reasonably acceptable to Buyer, if section 76-2,141 of the Nebraska Revised Statutes so requires one;
- (3) All other Seller documents necessary to close this transaction in accordance with the terms of this Agreement; and
- (4) Possession of the Property.

b. At Closing, Buyer shall deliver to Seller:

- (1) The Purchase Price;
- (2) All other Buyer documents necessary to close this transaction in accordance with the terms of this Agreement.

5. **Expenses to be Paid at or Prior to Closing.**

a. **Seller** shall pay on or before Closing: Half of the costs of any escrow or closing fee, if any; all applicable real estate transfer taxes; all of Seller's attorney's fees; the cost of preparation of the Quitclaim Deed; and all other expenses stipulated to be paid by Seller under other provisions of this Agreement.

b. **Buyer** shall pay in cash on or before Closing: All of the cost of any title insurance policy and endorsements, environmental surveys or other studies on the Property that Buyer elects in its sole cost and discretion to obtain; half of the costs of any escrow or closing fee, if any; all costs of recording the Quitclaim Deed (excluding real estate transfer taxes); all of Buyer's attorney's fees; and all other expenses stipulated to be paid by Buyer under other provisions of this Agreement.

6. **Prorations.**

a. *Real Estate Taxes.* All real estate taxes becoming delinquent in the year Closing occurs shall be prorated between the Parties as of the Closing Date. Real estate tax proration shall be based upon the then-most current property valuations and upon the most current tax rate as determined by law.

b. *Association Dues and Special Assessments.* All association dues and assessments and all special assessments for public improvements due and payable but not yet delinquent or for which construction commences as of the Closing Date, shall be prorated between the Parties as of the Closing date.

9. **Default.** Unless otherwise provided for herein, if Seller fails or refuses, in violation of this Agreement, to comply with any obligation herein, Buyer's only remedies shall be to either (a) terminate this Agreement, in which event Seller shall return the Earnest Deposit to Buyer, or (b) bring an action to specifically enforce this Agreement; provided, if Buyer fails to bring any such action within one-hundred and eighty (180) days after the Closing Date Buyer shall forfeit and waive any such right to such remedy. In the event Buyer fails or refuses, in violation of this Agreement, to comply with any obligation set forth herein, Seller's sole and only remedy shall be to terminate this Agreement and retain as Seller's property the Earnest Deposit.

10. **No Representations of Seller.** The Parties acknowledge and accept that Seller makes no representations of any kind with respect to the title to or the condition of the Property. Buyer acknowledges, agrees, and accepts that at Closing Seller will provide and Buyer will accept a Quitclaim Deed for the Property. Buyer waives any and all claims against Seller related to the Property. This provision shall specifically survive closing and shall not merge into the Quitclaim Deed.

11. **Condemnation.** If prior to Closing, condemnation proceedings commence against all or a portion of the Property, Buyer, at Buyer's option, may terminate this Agreement by written notice to Seller within ten (10) business days after Buyer receives notice of such condemnation proceedings. If Buyer elects to terminate the Agreement neither party shall have any further rights or obligations pursuant to this Agreement as to such Property (unless otherwise provided herein to survive such termination). If Buyer does not elect to terminate the Agreement, the Parties shall close this Agreement without adjustment to the Purchase Price and Buyer shall have the right to participate with Seller in such condemnation proceedings prior to Closing, and appear on its own behalf following Closing. Any condemnation award or payment in lieu of such condemnation proceeds made after Closing shall belong to Buyer but shall not reduce the Purchase Price for the Property.

12. **Brokers' Fees.** Neither Party engaged the services of a real estate broker in connection with this Agreement. Each Party hereto shall indemnify and hold the other party harmless (which indemnification shall survive Closing or any termination of this Agreement) from any and all claims and/or expense resulting to the indemnified party by reason of such representation being incorrect.



13. **“As-Is” Purchase.** BUYER’S PURCHASE OF THE PROPERTY HEREUNDER is “AS-IS”, “WHERE-IS” AND “WITH ALL FAULTS”, AND BUYER IS CONCLUDING THIS PURCHASE SOLELY ON ITS OWN INSPECTION AND INVESTIGATION OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE ANY REPRESENTATIONS AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT ON WHICH BUYER IS RELYING AS TO ANY MATTERS CONCERNING THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE REAL ESTATE, IMPROVEMENTS, LEASES, CONTRACTS, DEVELOPMENT RIGHTS, TAXES, BONDS, PERMISSIBLE USES, WATER OR WATER RIGHTS, TOPOGRAPHY, UTILITIES, ZONING, SOIL, SUBSOIL, THE PURPOSES FOR WHICH THE PROPERTY IS TO BE USED, DRAINAGE, ENVIRONMENTAL OR BUILDING LAWS, RULES OR REGULATIONS, OR ANY OTHER REPRESENTATIONS OR WARRANTIES). UPON CLOSING ON THE PURCHASE OF THE PROPERTY, BUYER HEREBY WAIVES ANY CLAIM IT MAY HAVE AGAINST SELLER AS TO MATTERS RELATED TO THE PROPERTY OR SELLER OF WHICH BUYER HAS KNOWLEDGE AT CLOSING. THE PROVISION OF THIS SECTION SHALL EXPRESSLY SURVIVE CLOSING.

14. **Notice.** Any notice required hereunder shall be sent to the following addresses unless the Parties agree, in writing, to change the following:

To SELLER:

The City of David City, Nebraska  
c/o Tami Comte  
490 E Street, P.O. Box 191  
David City, NE 68632  
[tcomte@davidcityne.gov](mailto:tcomte@davidcityne.gov)  
(402) 367-3135

With a Copy To:

Baird Holm LLP  
c/o David C. Levy  
1700 Farnam Street, Suite 1500  
Omaha, NE 68102-2068  
(402) 344-0500  
[dlevy@bairdholm.com](mailto:dlevy@bairdholm.com)

To BUYER:

Cole Ratkovec and Carla Ratkovec

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

With a Copy To:

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

15. **Governing Law.** The laws of the State of Nebraska shall govern this Agreement and any action hereunder shall be brought only in the state or federal court having jurisdiction in Butler County, Nebraska.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

17. **Severability.** If any one or more of the provisions of this Agreement are held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties and cannot be modified except with the Parties' mutual, written consent.

19. **Counterparts.** This Agreement may be executed in a number of identical counterparts and each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one Agreement.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURES FOLLOW]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

**SELLER**

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

By: Jessica Miller  
Jessica Miller, Mayor

Date: 7-10-24

**BUYER**

**COLE RATKOVEC AND CARLA RATKOVEC,**  
a married couple

By: Cole Ratkovec  
Cole Ratkovec

By: Carla Ratkovec  
Carla Ratkovec

Date: 7-11-24

**EXHIBIT A**

DESCRIPTION OF PROPERTY

Legal Description:

Lot Two (2) and the North Half (N1/2) of Lot Three (3), Block Ten (10), East David City Addition to Section Twenty (20), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., of the City of David City, Butler County, Nebraska.

Property Address:

1115 C Street  
David City, Nebraska 68632

Parcel Number:

1200006916

**EXHIBIT A**

6422039.1

**EXHIBIT B**

**EXHIBIT C**  
**Quitclaim Deed**

(SEE ATTACHED)

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*(Above space reserved for Register of Deeds)*

Prepared By and Return to:

Baird Holm LLP  
c/o David C. Levy  
1700 Farnam Street, Suite 1500  
Omaha, Nebraska 68102-2068

**QUITCLAIM DEED**

**THE CITY OF DAVID CITY, NEBRASKA**, a municipal corporation and city of the second class ("**Grantor**"), for One Dollar and Zero Cents (\$1.00), and other good and valuable consideration the receipt and sufficiency of which the Parties hereby acknowledge and accept, hereby conveys and quitclaims to **KATHERINE SHINN**, an individual ("**Grantee**"), all right, title and interest in and to, whether beneficial or actual, that certain real estate (as Nebraska Revised Statutes section 76-201 so defines) in Butler County, Nebraska, as legally described and depicted in **EXHIBIT A**, attached hereto and incorporated herein ("**Property**").

Executed: \_\_\_\_\_, 2024.

\_\_\_\_\_  
Jessica Miller, Mayor  
The City of David City, Nebraska

**ACKNOWLEDGEMENT**

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF BUTLER    )

The foregoing Warranty Deed was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by **JESSICA MILLER**, as Mayor of the City of David City, Nebraska, a municipal corporation and city of the second class, Grantor.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration Date:

**EXHIBIT A**

**Legal Description of the Property**

Legal Description:

Lot Two (2) and the North Half (N1/2) of Lot Three (3), Block Ten (10), East David City Addition to Section Twenty (20), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., of the City of David City, Butler County, Nebraska.

Property Address:

1115 C Street  
David City, Nebraska 68632

Parcel Number:

1200006916

Council member Bruce Meysenburg made a motion to pass and adopt Resolution No. 19-2024 League Assn. of Risk Management Insurance Renewal. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

**League Association of Risk Management  
2024-25 Renewal Resolution**

**RESOLUTION NO. 19-2024**

WHEREAS, the City of David City is a member of the League Association of Risk Management (LARM);

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter. BE IT RESOLVED that the governing body of the City of David City, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. (**180 day and 3 year commitment; 5% discount**)
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (**180 day and 2 year commitment; 4% discount**)
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. (**180 day notice only; 2% discount**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. (**90 day notice and 3 year commitment only; 2% discount**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (**2 year commitment only; 1%**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. (**90 day Notice only**)

Adopted this 10th day of July, 2024.

Signature: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

**Please email ([customerservice@LARMpool.org](mailto:customerservice@LARMpool.org)) or fax (402.476.4089) the completed resolution to LARM.**

Council member Keith Marvin made a motion to approve the extension of the Interlocal agreement with Olive Township contingent upon Olive Township board approving the agreement and removing Road 37 from the agreement. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

### **INTERLOCAL AGREEMENT**

THIS AGREEMENT is made and effective this 10th day of July, 2024, by and between the City of David City, Nebraska and the Township of Olive, Nebraska (collectively, "the Parties"). The Parties are entering into this Agreement pursuant to the Interlocal Cooperation Act, Nebraska Revised Statutes sections 13-801, et seq., which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage.

WHEREAS, David City is in need of maintenance of the various public roads in said Township, and,

WHEREAS, Olive Township has the appropriate equipment and manpower to provide said maintenance.

THEREFORE, THE PARTIES HEREBY AGREE that Olive Township agrees to provide maintenance on the following described roads:

M Road south from 36 Road south to the Nebraska Central Railroad tracks  
M Road north 660' from 37 Road  
M Road from 35 Road (A Street) south approximately 900'  
Road 36 from the Burlington North RR tracks to the half mile (approximately .75 mile)

and subject to the following conditions:

- 1) David City shall pay Olive Township \$4,000 per mile per year for said maintenance; said payment shall be made in full upon signing of this agreement.
- 2) Gravel, culverts and signs shall remain the sole and total responsibility of David City.
- 3) Olive Township agrees to maintain said roads in the same manner and to the same standards as it maintains Township Roads that serve major volumes of traffic.
- 4) The duration of this agreement shall be from April 1, 2024 through March 31, 2025.

Dated this 10<sup>th</sup> day of July, 2024.



CITY OF DAVID CITY

Attest:

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

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

OLIVE TOWNSHIP, NEBRASKA

Attest:

\_\_\_\_\_  
Township Chairman

\_\_\_\_\_  
Township Clerk

Mayor Jessica Miller asked for a motion to combine agenda item #17 public hearing to consider amending the future land use map by changing the land use classification from Residential to Highway Commercial for the following real estate as requested by Western Oil II, LLC and agenda item #19 public hearing to consider amending the official zoning map by changing the zoning classification from R-1 Single Family Residential to C-1 Highway Commercial for the following real estate as requested by Western Oil II, LLC.

Council member Bruce Meysenburg made a motion to combine agenda items #17 and #19 for the public hearings. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Mayor Jessica Miller declared the public hearings open at 7:27 p.m. to consider amending the future land use map by changing the land use classification from Residential to Highway Commercial for the following real estate as requested by Western Oil II, LLC and the public hearing to consider amending the official zoning map by changing the zoning classification from R-1 Single Family Residential to C-1 Highway Commercial for the following real estate as requested by Western Oil II, LLC.

John Dillsaver was present representing Western Oil II, LLC. He introduced himself and stated that they purchased the property last August and it has been a convenience store for

over seventy years. He stated that he had shared a sketch with the Planning Commission of their plans for the property. (See below)



Jenni Kindler, who resides at 1409 N. 5<sup>th</sup> Street, introduced herself and stated that she has a problem with the rezoning because there is already a lot of light that shines into their bedroom at night. She stated that there is a lot of traffic in that area and also a lot of trash.

Mike Kindler, who resides at 1409 N. 5<sup>th</sup> Street, introduced himself and stated that the light pollution in the area of their residence is obnoxious. He has concerns regarding 5<sup>th</sup> Street, since it is a brick street, getting more traffic and breaking down.

Council member Marvin stated that he would like to see an engineer's plan of what they are proposing, and he asked if a traffic study was part of their plan.

John Dillsaver stated that they wanted to get the rezoning finished before they did an engineering plan.

Mayor Miller asked if they would be willing to work with a committee on the project.

John Dillsaver said they would be willing to work with a committee and the Planning Commission.

Hearing no further comment, Mayor Miller declared the public hearing closed at 8:01 p.m.

Council member Keith Marvin introduced Ordinance No. 1486 amending the Official Zoning Map and the Future Land Use Map to rezone a parcel of land in David City, Butler County, Nebraska as legally described herein from Single Family Residential (R-1) to Highway Commercial (C-1). Mayor Jessica Miller read Ordinance No. 1486 by title.

Council member Keith Marvin made a motion to suspend the statutory rule requiring that an Ordinance be read on three separate days. Council Member Kevin Woita seconded the motion. The motion Failed.

Jim Angell: Abstain (Without Conflict), Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Nay, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 4, Nay: 1, Abstain (Without Conflict): 1

Council member Keith Marvin made a motion to pass Ordinance No. 1486 on 1st reading only to amend the Official Zoning Map and the Future Land Use Map to rezone a parcel of land in David City, Butler County, Nebraska as legally described herein from Single Family Residential (R-1) to Highway Commercial (C-1). Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

#### **ORDINANCE NO. 1486**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING THE OFFICIAL ZONING MAP AND THE FUTURE LAND USE MAP TO REZONE A PARCEL OF LAND IN DAVID CITY, BUTLER COUNTY, NEBRASKA AS LEGALLY DESCRIBED HEREIN FROM SINGLE FAMILY RESIDENTIAL (R-1) TO HIGHWAY COMMERCIAL (C-1); REPEALING ANY ORDINANCE IN CONFLICT HERewith; AND PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.**

**WHEREAS**, on November 14, 2007, the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**") passed Ordinance No. 1060 adopting the Official Zoning Map of the City of David City, Nebraska ("**Official Zoning Map**"), pursuant to section 3.02.01 of the City's zoning ordinance, which provides zoning classifications of each parcel within the City's zoning jurisdiction; and

**WHEREAS**, the City passed Ordinance No. 1012 on September 28, 2022, adopting the "David City, Nebraska 2040 Comprehensive Plan" ("**Comprehensive Plan**") which includes the City's "Future Land Use Map" showing the City's anticipated growth and changes in land use ("**Future Land Use Map**"); and

**WHEREAS**, in substantial conformance with the Comprehensive Plan the City desires to amend the Official Zoning Map and Future Land Use Map by rezoning that certain real property within the City as described and depicted in **EXHIBIT A**, attached hereto and incorporated herein ("**Property**"); and

**WHEREAS**, the Property is currently zoned Single Family Residential ("R-1"); and

**WHEREAS**, the parcels surrounding the Property to the West and North, separating the Property and Highway 15, are zoned Highway Commercial ("**C-1**"); and

**WHEREAS**, in furtherance of the Comprehensive Plan and to create a more uniform zoning district, the City finds it in the best interest of the City, its residents, and the future growth of the City to rezone the Property from R-1 to C-1; and

**WHEREAS**, sections 4.01 and 11.02 of the David City Zoning Ordinance ("**Zoning Ordinance**") requires the Planning Commission of the City of David City, Nebraska ("**Commission**") to hold a duly noticed public hearing on a proposed rezoning and issue a recommendation to the City Council; and

**WHEREAS**, on June 8, 2024, after a duly noticed public hearing and based on the substantial evidence in the record before it, the Commission recommended that the City Council rezone the Property; and

**WHEREAS**, the City Council desires to rezone the Property from R-1 to C-1; and

**WHEREAS**, the City provided notice of its intent to hold a hearing to consider rezoning the Property from R-1 to C-1 by publishing the same in a legal newspaper in or of general circulation within the City at least ten (10) days prior to said hearing, in compliance with section 19-904 of the Nebraska Revised Statutes.

**NOW THEREFORE BE IT ORDAINED**, the Mayor and City Council of the City of David City, Nebraska ordain as follows:

1. At the time applicable law permits, the Property is zoned C-1.
2. The City shall amend the Official Zoning Map and Future Land Use Map to reflect the Property being zoned C-1.
3. Any ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this Ordinance and in conflict with it, is hereby repealed.
4. The City Clerk shall publish this Ordinance in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Passed on 1<sup>st</sup> reading only  
Mayor Jessica Miller

ATTEST:

Passed on 1<sup>st</sup> reading only  
City Clerk Tami L. Comte

**EXHIBIT A**  
**Description and Depiction of the Property**

**Legal Description:**

A tract of land located in Lot 8, David City Land and Lot Company's Suburban Lots, in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 18, Township 15 North, Range 3 East of the 6th P.M., Butler County, Nebraska, described as follows:

Beginning at the Southeast corner of said Lot 8; thence N89°32'24"W on an assumed bearing on the South line of said Lot 8, 155.00 feet; thence N00°20'17"W, 348.83 feet; thence S89°32'24"E, 84.35 feet; thence N00°24'47"E, 135.82 feet; thence N89°58'34"E, 75.33 feet, to a point on the East line of said Lot 8; thence S00°24'47"W, 485.25 feet, to the Point of Beginning, EXCEPT a parcel of land located in Lot 8, David City Land and Lot Company Suburban Lots, located in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 18, Township 15 North, Range 3 East of the Sixth P.M., Butler County, Nebraska, being described as follows: referring to the Southeast corner of said Lot 8; thence N00°57'58"E (Assumed Bearing) on the East line of said Lot 8, a distance of 348.66 feet to the point of intersection with the Easterly extension of the North line of a tract of land previously described in Filmbook 11-01365 and the point of beginning, thence N88°57'17"W on said Easterly extension, a distance of 75.32 feet; thence N00°57'25"E on the West line of said tract, a distance of 135.76 feet; thence S89°31'04"E on the North line of said tract, a distance of 75.23 feet to the East line of said Lot 8; thence S00°57'58"W on said East line, a distance of 136.52 feet to the point of beginning.

**Parcel Number:** 120008358

**Situs Address:** 498 'O' Street  
David City, Nebraska 68632

**Depiction:**



*The Property is outlined in red.*

Council member Kevin Woita introduced Ordinance No. 1487 amending the age to use an ATV/UTV to 16 years of age. Mayor Jessica Miller read Ordinance No. 1487 by title.

Council member Keith Marvin made a motion to suspend the statutory rule requiring that an Ordinance be read on three separate days. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to pass and adopt Ordinance No. 1487 on 3<sup>rd</sup> and Final reading amending the age to use an ATV/UTV to 16 years of age. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

**ORDINANCE NO. 1487**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF  
DAVID CITY, NEBRASKA, AMENDING SECTION 4-506 OF THE  
DAVID CITY MUNICIPAL CODE; AND AUTHORIZING  
PUBLICATION OF THE SAME IN PAMPHLET FORM.**

**WHEREAS**, Section 4-506 of the David City Municipal Code ("**Code**") provides the requirements for an operator of an all-terrain vehicle ("**ATV**") or utility-type vehicle ("**UTV**") to operate an ATV or UTV within the corporate limits of the City of David City, Nebraska, a municipal corporation and city of the second class ("**City**"); and

**WHEREAS**, section 4-506(D) provides that an ATV or UTV operator must be at least twenty-one (21) years of age; and

**WHEREAS**, section 60-6,356(7) of the Nebraska Revised Statutes provides that a city may adopt an ordinance authorizing the use of ATV/UTVs within the corporate limits of the city provided the ordinances require the operator of the ATV or UTV to:

- (a) Only operate the ATV/UTV between the hours of sunrise and sunset;
- (b) Have a valid Class O Operator's License of farm permit pursuant to section 60-4,126 of the Nebraska Revised Statutes;
- (c) Have liability insurance coverage for the ATV or UTV while operating on a highway and shall provide proof of such insurance to any requesting peace officer;
- (d) Not operate the ATV or UTV in excess of thirty (30) miles per hour; and
- (e) Not use the ATV or UTV without a headlight and taillight or without displaying a triangular bicycle safety flag that is at least 30 square inches and day-glow colored at least five feet above the ground.

**WHEREAS**, sections 4-506(C) and 4-506(D) of the Code provide for the foregoing requirements and an age limit for an operator of an ATV or UTV within City's corporate limits; and

**WHEREAS**, the City desires to amend section 4-506(D) to change the minimum age to operate an ATV or UTV within City's corporate limits from twenty-one (21) years of age to sixteen (16) years of age.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA** that section 4-506(D) of the Code is hereby amended by replacing "21" with "16."

**BE IT FURTHER ORDAINED** that any other ordinance or section of any ordinance passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict herewith is hereby repealed.

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect from and

after passage, approval and publication in pamphlet form.

PASSED AND APPROVED THIS 10th day of July, 2024.

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Mayor Jessica Miller

ATTEST

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City Clerk Tami L. Comte

Council member Pat Meysenburg made a motion to adjourn. Council Member Tom Kobus seconded the motion. The motion carried and Mayor Jessica Miller declared the meeting adjourned at 8:10 p.m.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea  
Yea: 6, Nay: 0

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CERTIFICATION OF MINUTES  
July 10, 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 July 10, 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