

CITY COUNCIL PROCEEDINGS
March 12, 2025

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, Keith Marvin, Jim Angell, Rick Holland, Jeremy Abel, City Administrator Intern Raiko Martinez, City Attorney Michael Sands and Interim City Administrator/City Clerk Tami Comte.

Also present for the meeting were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Brandon Varilek with NDOT attended via Zoom, Ethan Joy and Andrew Wilshusen with JEO, Shane Baack with the Jones Group, Zach Hoppel with Murphy Equipment, Andrew Willis with Cline Williams, Chris & Nancy Kozisek, Amy & Kevin Slama and Marlene Hein.

The meeting opened with the Pledge of Allegiance.

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

Brian Varilek, with NDOT, introduced himself and stated the Access Control committee of the Department of Transportation met and denied the application of Dollar General for Highway 15 access. He also stated the NDOT wanted to give the City a chance to weigh in on the decision because they could possibly go either way with their recommendation.

Council member Keith Marvin stated that the final plat for Zegers Addition shows a possible future street, but it is not a dedicated street.

Council member Keith Marvin moved to deny Dollar General's request to construct street access to Highway 15. Council Member Rick Holland seconded the motion, which carried. Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

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

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Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Council member Keith Marvin made a motion to approve the claim to D-Sign Shop.

Council Member Kevin Woita seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Abstain (With Conflict), Rick Holland: Yea, Keith Marvin: Yea,

Bruce 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 Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Abstain (Without Conflict),

Bruce Meysenburg: Yea, Kevin Woita: Yea

Yea: 5, Nay: 0, Abstain (Without Conflict): 1

Council member Kevin Woita made a motion to approve the Committee and Officer reports and the Butler County Development Board update as presented. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg:

Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Council member Rick Holland made a motion to approve Certificate of Payment #24 in the amount of \$80,058.31 to Velocity Constructors Inc. for the 2022 Water Treatment Plant Upgrades. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg:

Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

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Progress Estimate - Lump Sum Work						Contractor's Application for Payment			
Owner: City of Devid 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.: 24		Application Period:		From 02/01/25	to 03/01/25	Application Date:		03/12/25	
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		This Period (\$)	Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)						
Original Contract									
BASE BID GROUP A - General Water Plant Improvements ¹									
B-1.01	Mobilization	1,030,293.00	1,030,293.00	-	-	-	1,030,293.00	100%	-
B-1.02	Bonding and Insurance	66,647.00	66,647.00	-	-	-	66,647.00	100%	-
B-1.03	Aerstor Rehabilitation and Cleaning	114,481.00	114,481.00	-	-	-	114,481.00	100%	-
B-1.04	Existing Pipe Cleaning & Repainting	97,973.00	16,000.00	-	-	-	16,000.00	25%	41,973.00
B-1.05	Electrical Improvements, Complete	1,840,041.00	1,795,894.59	10,000.00	-	-	1,805,894.59	98%	34,146.41
B-1.06	Demolition of Exterior Infrastructure	32,732.00	32,732.00	-	-	-	32,732.00	100%	-
B-1.07	Demolition of Interior Infrastructure	90,500.00	70,000.00	10,000.00	-	-	80,000.00	88%	10,500.00
B-1.08	Building Improvements (Doors/Windows)	80,036.00	79,036.00	-	-	-	79,036.00	99%	1,000.00
B-1.09	Building Improvements (Interior Painting)	323,405.00	431,655.00	-	-	-	431,655.00	82%	91,730.00
B-1.10	First Floor Roof Membrane Replacement	174,179.00	169,000.00	-	-	-	169,000.00	97%	5,179.00
B-1.11	Skylight Replacement	48,568.00	5,000.00	18,686.00	24,882.00	-	48,568.00	100%	-
B-1.12	HVAC Improvements	148,128.00	134,000.00	5,000.00	-	-	139,000.00	94%	9,128.00
B-1.13	Plumbing Improvements	92,021.00	82,000.00	1,000.00	-	-	83,000.00	90%	9,021.00
B-1.14	Lab Improvements	21,099.00	20,159.93	-	-	-	20,159.93	96%	939.07
B-1.15	Hardness Monitoring Equipment and Meters	77,743.00	70,000.00	-	-	-	70,000.00	90%	7,743.00
B-1.16	Site Paving and Grading	58,690.00	53,000.00	-	-	-	53,000.00	90%	5,690.00
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	138,000.00	2,000.00	-	-	140,000.00	94%	8,846.00
B-1.19	Exterior Piping Improvements	338,959.00	338,959.00	-	-	-	338,959.00	100%	-
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%	-
BASE BID GROUP B - Gravity Filter System Improvements ¹									
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	685,632.00	7,500.00	-	-	693,132.00	100%	-
B-1.23	Gravity Filter Equipment Installation	45,979.00	45,979.00	-	-	-	45,979.00	100%	-
B-1.24	Electrical	25,200.00	25,200.00	-	-	-	25,200.00	100%	-

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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.:	24	Application Period:	From 02/01/23	to 03/01/23	Application Date:	03/12/23			
Item No.	Description	C Scheduled Value (\$)	D Work Completed		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) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
BASE BID GROUP E - Chemical Feed System Improvements¹									
B-1.50	Chemical Feed System Improvements	149,305.00	147,869.00	1,436.00	-	149,305.00	100%	-	
B-1.51	Gas Chlorine System Improvements	62,365.00	52,000.00	10,365.00	-	62,365.00	100%	-	
B-1.52	Electrical	15,120.00	12,120.00	-	3,000.00	15,120.00	100%	-	
BASE BID GROUP F - Backwash Improvements¹									
B-1.53	Backwash Waste Pump and Piping Improvements, Complete	161,971.00	102,000.00	5,417.81	54,553.19	161,971.00	100%	-	
B-1.54	Proposed Manhole Improvements	1,551.00	1,551.00	-	-	1,551.00	100%	-	
B-1.55	Backwash Pit Access Hatch	3,727.00	-	3,727.00	-	3,727.00	100%	-	
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	248,859.90	3,140.10	-	252,000.00	100%	-	
Bid Alternate #1									
BA1-1	Gravity Filter Effluent Valve Replacement ¹	220,730.00	220,730.00	-	-	220,730.00	100%	-	
Bid Alternate #2									
BA2-1	Demolish Existing Upflow Clarifier Unit, Complete ¹	113,190.00	-	-	23,000.00	23,000.00	20%	90,190.00	
Original Contract Totals		\$ 10,343,448.00	\$ 9,556,730.89	\$ 80,271.91	\$ 311,142.55	\$ 9,948,145.35		\$ 395,302.65	
Change Orders									
CO-1	12" Underpass 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	114,869.00	114,869.00	-	-	114,869.00	100%	-	
CO-4	Lights and Fence - Drive way	17,454.00	3,000.00	4,000.00	-	7,000.00	40%	10,454.00	
CO-5	Aggregate/Sink+Trans & BFV+Delay	72,262.00	50,000.00	-	-	50,000.00	69%	22,262.00	
Change Order Totals		\$ 344,007.51	\$ 307,291.51	\$ 4,000.00	\$ -	\$ 311,291.51	90%	\$ 32,716.00	
Unit Price									
B2	Install Aggregate	15,215.00	15,215.00	-	-	15,215.00	100%	-	
B3	Final Clearwell Roof	14,030.00	-	-	-	-	0%	14,030.00	
BA31	Install 6" Pavement	190,079.00	190,079.00	0	-	190,079.00	100%	-	
Original Contract and Change Orders		\$ 10,906,779.51	\$ 10,069,316.40	\$ 84,271.91	\$ 311,142.55	\$ 10,464,730.86	96%	\$ 442,048.65	

¹ Sales Tax for Materials & Equipment Included

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Progress Estimate - Lump Sum Work				Contractor's Application for Payment					
Owner: City of David City		Engineer: JEO Consulting Group, Inc.		Contractor: Velocity Constructors Inc.		Project: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686		Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. D311686	
Owner's Project No.:		Engineer's Project No.:		Contractor's Project No.:					
Application No.: 24		Application Period: From 02/01/25 to 03/01/25		Application Date: 03/12/25					
A	B	C	D		E	F	G	H	I
			Work Completed						
Item No.	Description	Scheduled Value (\$)	(D + E) From Previous Application (\$)	This Period (\$)	Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C)	Balance to Finish (C - G) (\$)	
BASE BID GROUP C - Reverse Osmosis¹									
B-1.25	CCRO and CIP Tank Skids (Equipment Only)	2,126,760.00	2,126,760.00	-	-	2,126,760.00	100%	-	
B-1.26	CCRO and CIP Tank Skids (Installation)	7,208.00	4,000.00	2,000.00	-	6,000.00	83%	1,208.00	
B-1.27	Existing Maintenance Facility Demolition	27,093.00	27,093.00	-	-	27,093.00	100%	-	
B-1.28	RD Room Expansion, Block Construction	245,926.00	245,926.00	-	-	245,926.00	100%	-	
B-1.29	New Existing Maintenance Facility Floor Pavement	3,174.00	3,174.00	-	-	3,174.00	100%	-	
B-1.30	New Existing Maintenance Facility Roof	28,709.00	28,709.00	-	-	28,709.00	100%	-	
B-1.31	Overhead Doors	22,781.00	22,781.00	-	-	22,781.00	100%	-	
B-1.32	Access Doors	8,791.00	8,791.00	-	-	8,791.00	100%	-	
B-1.33	Single Girder Bridge Crane & Hoist (Equipment Only)	20,361.00	20,361.00	-	-	20,361.00	100%	-	
B-1.34	Single Girder Bridge Crane & Hoist (Installation)	12,387.00	12,387.00	-	-	12,387.00	100%	-	
B-1.35	Below Grade CCRO & CIP 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	42,817.55	-	82,932.35	125,749.90	97%	3,993.10	
B-1.37	Electrical	10,080.00	7,800.00	-	2,000.00	9,800.00	97%	280.00	
BASE BID GROUP D - Intermediate Clearwell¹									
B-1.38	Intermediate Clearwell Structural Concrete	170,506.00	170,506.00	-	-	170,506.00	100%	-	
B-1.39	Clearwell Hatches	15,613.00	15,613.00	-	-	15,613.00	100%	-	
B-1.40	Vertical Turbine Pumps	113,608.00	113,608.00	-	-	113,608.00	100%	-	
B-1.41	Degassifier (Equipment Only)	112,153.00	112,153.00	-	-	112,153.00	100%	-	
B-1.42	Degassifier (Installation)	6,407.00	6,407.00	-	-	6,407.00	100%	-	
B-1.43	Pump Building, Block Construction	116,781.00	116,781.00	-	-	116,781.00	100%	-	
B-1.44	Stairs and Miscellaneous Metals	4,603.00	4,000.00	-	-	4,000.00	87%	603.00	
B-1.45	Clearwell Ladders	4,749.00	4,749.00	-	-	4,749.00	100%	-	
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	49,469.92	-	27,865.08	77,335.00	100%	-	
B-1.48	Weir Plate and Weir Window	4,398.00	2,398.00	-	2,000.00	4,398.00	100%	-	
B-1.49	Electrical	30,400.00	30,400.00	-	-	30,400.00	100%	-	

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of David City	Owner's Project No.: _____
Engineer: JEO Consulting Group, Inc.	Engineer's Project No.: 202004.00
Contractor: Velocity Constructors Inc.	Contractor's Project No.: _____
Project: 2022 Water Treatment Plant Upgrades, SRF Project No. 0311686	
Contract: 2022 Water Treatment Plant Upgrades, SRF Project No. 0311686	

Application No.: 24	Application Period: From 02/01/25 to 03/01/25	Application Date: 03/12/25													
A	B	C	D	E	F	G	H	I	J	K	L				
Bid Item No.	Description	Item Quantity	Contract Information		Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
			Units	Unit Price (\$)		Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
Original Contract															
Base Bid¹															
B-2	Install Aggregate Surfacing	358.00	TDNS	42.50	15,215.00	358.00	15,215.00		15,215.00	100%	-				
B-3	Final Clearwell Roof Slab Rehabilitation	100.00	SF	140.30	14,030.00					0%	14,030.00				
Bid Alternate #1															
BA3-1	Install 6" Concrete Pavement ¹	1,324.00	SY	143.56	190,079.00	1,324.00	190,079.00		190,079.00	100%	-				
					Original Contract Totals \$	219,324.00	\$	205,294.00	\$	-	\$	205,294.00	94%	\$	14,030.00
Original Contract and Change Orders															
					Project Totals \$	219,324.00	\$	205,294.00	\$	-	\$	205,294.00	94%	\$	14,030.00

¹ Sales Tax for Materials & Equipment Included

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DocuSign Envelope ID: A05FBC2B-68F2-4B5C-937E-C04637628B52

Stored Materials Summary													Contractor's Application for Payment		
Owner: City of David City										Owner's Project No.:			202024.00		
Engineer: JEO Consulting Group, Inc.										Engineer's Project No.:					
Contractor: Velocity Constructors Inc.										Contractor's Project No.:					
Project: 2022 Water Treatment Plant Upgrades, SR Project No. 0311686															
Contract: 2022 Water Treatment Plant Upgrades, SR Project No. 0311686															
Application No.: 24										Application Period: From 02/01/25 to 02/01/25		Application Date: 02/12/25			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submitted 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 (I - L) (\$)				
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (I) (\$)			Amount Incorporated in the Work this Period (J) (\$)			
B-1-19	1894961		Hard Pipe	On Site	3	36,399.00	-	36,399.00	-	36,399.00	36,399.00	-			
B-1-19	2692028		Hard Pipe	On Site	4	3,023.85	-	3,023.85	-	3,023.85	3,023.85	-			
B-1-19	2693976		Hard Pipe	On Site	4	4,484.62	-	4,484.62	-	4,484.62	4,484.62	-			
B-1-19	851125		Hard Pipe	On Site	4	6,039.99	-	6,039.99	-	6,039.99	6,039.99	-			
B-1-19	896907		Hard Pipe	On Site	4	23,979.17	-	23,979.17	-	23,979.17	23,979.17	-			
B-1-19	2697709		Hard Pipe	On Site	4	29,725.95	-	29,725.95	-	29,725.95	29,725.95	-			
B-1-28 & 33			Rebar	On Site	4	33,900.00	-	33,900.00	-	33,900.00	33,900.00	-			
B-1-19	7241564		Hard Pipe	On Site	5	370.34	-	370.34	-	370.34	370.34	-			
B-1-19	7203897		Hard Pipe	On Site	5	520.82	-	520.82	-	520.82	520.82	-			
B-1-19	7063790		Hard Pipe	On Site	5	1,012.90	-	1,012.90	-	1,012.90	1,012.90	-			
B-1-34,37,39,52,57	Pay App 2		Electrical Fittings	On Site	5	30,708.14	-	30,708.14	25,708.14	25,708.14	5,000.00	-			
B1-56	090155476		Electric Pumps	On Site	6	26,334.00	-	26,334.00	-	26,334.00	-	26,334.00			
B1-47	34904		Metal Valves HV	On Site	7	27,865.08	-	27,865.08	-	27,865.08	-	27,865.08			
B1-43	26123		Misc Metals Decking	On Site	7	5,000.00	-	5,000.00	-	5,000.00	-	5,000.00			
B-1-57	13 Invoice		Electrical	On Site	7	112,151.76	-	112,151.76	-	112,151.76	112,151.76	-			
B-1-22	32300		WetTech	Submittals	7	22,224.99	-	22,224.99	-	22,224.99	22,224.99	-			
B1-31	210657		Overhead Doors	On Site	8	17,000.00	-	17,000.00	-	17,000.00	17,000.00	-			
B-1-19	8 Invoice		Hard Pipe	On Site	9	15,646.65	-	15,646.65	-	15,646.65	15,646.65	-			
B-1-47	Mellan		Air Vac	On Site	9	3,442.69	-	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	-	23,997.39			
B-1-17	7827108		Lamp Fixture	On Site	9	21,500.00	-	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	85,940.88	-			
B-1-05	HOA		Electrical HOA	Pictures	10	143,249.80	-	143,249.80	-	143,249.80	143,249.80	-			
B-1-22	Mellan		Gate Valves	On Site	10	20,930.00	-	20,930.00	-	20,930.00	20,930.00	-			
B-1-47	CBM		Clewall Pipe	On Site	10	6,053.55	-	6,053.55	-	6,053.55	6,053.55	-			
B-1-22	Wesco		Blower	On Site	11	50,000.00	-	50,000.00	-	50,000.00	50,000.00	-			
B-1-26	Gurney		Soft Cake Pump	On Site	11	18,277.00	-	18,277.00	-	18,277.00	18,277.00	-			
B1-47	8 Invoice		Piping	On Site	11	29,798.29	-	29,798.29	-	29,798.29	29,798.29	-			
B-1-50	Gurney		Chem Feed	On Site	12	113,869.00	-	113,869.00	-	113,869.00	113,869.00	-			
B-1-22	WetTech		Troughs	On Site	12	103,664.94	-	103,664.94	-	103,664.94	103,664.94	-			
B-1-36	Mellan		Valves	On Site	12	7,651.85	-	7,651.85	-	7,651.85	-	7,651.85			
B-1-56	3 Invoice		Inside Piping	On Site	12	34,824.08	-	34,824.08	-	34,824.08	-	34,824.08			
B-1-22	94231		Filter Racks - WetTech	On Site	13	187,247.48	-	187,247.48	-	187,247.48	187,247.48	-			
B-1-22	35522		Mellan - Valves	On Site	13	90,506.40	-	90,506.40	-	90,506.40	90,506.40	-			
B-1-19	35489		Mellan - Valves	On Site	13	24,828.20	-	24,828.20	-	24,828.20	24,828.20	-			
B-1-19	35908		Mellan - Valves	On Site	13	44,019.10	-	44,019.10	-	44,019.10	44,019.10	-			
B-1-36	10 Inv		Cone and Main - Piping	On Site	13	39,821.77	-	39,821.77	-	39,821.77	-	39,821.77			
B-1-11	Pay App 1		Skylight	On Site	14	24,882.00	-	24,882.00	-	24,882.00	-	24,882.00			
B1-18,44,46,48,5A2-1	Pay App		Misc Metals Decking	On Site	14	45,000.00	-	45,000.00	20,000.00	20,000.00	25,000.00	-			
BA1-1	35785		Valves	On Site	14	50,000.00	-	50,000.00	-	50,000.00	50,000.00	-			
B-1-19	CI 439085		BCP	On Site	14	2,671.00	-	2,671.00	-	2,671.00	2,671.00	-			
B-1-36	US50028		Piping	On Site	14	6,893.75	-	6,893.75	-	6,893.75	-	6,893.75			
B-1-05	11766		Enclosures	On Site	14	13,819.66	-	13,819.66	-	13,819.66	13,819.66	-			
B-1-53	2212-15350		Valves	On Site	14	30,555.80	-	30,555.80	-	30,555.80	30,555.80	-			
B-1-08	Pay App		Misc Metals Decking	On Site	14	40,000.00	-	40,000.00	-	40,000.00	40,000.00	-			
B-1-36			Check Valves	On Site	15	15,817.55	-	15,817.55	-	15,817.55	-	15,817.55			

Application Period: Through 1/21/2025				Application Date: 2/25/2025					
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
GENERAL SITEWORK									
	Mobility	\$ 750,000.00		\$ 750,000.00	\$750,000.00			\$750,000.00	100.0%
	Bonds and Insurance	\$ 180,000.00		\$ 180,000.00	\$180,000.00			\$180,000.00	100.0%
	SWPP Items	\$ 25,000.00		\$ 25,000.00	\$20,500.00	\$500.00		\$21,000.00	84.0%
	Site Clearing	\$ 30,000.00		\$ 30,000.00	\$30,000.00			\$30,000.00	100.0%
	12" & 18" Forcemain Piping	\$ 300,000.00		\$ 300,000.00			\$278,450.78	\$278,450.78	92.8%
	Other Piping	\$ 1,395,000.00		\$ 1,395,000.00	\$80,000.00		\$815,238.74	\$895,238.74	64.2%
	Precast Manholes	\$ 65,000.00		\$ 65,000.00					
	Instrumentation & Control	\$ 50,000.00		\$ 50,000.00			\$15,096.14	\$15,096.14	30.2%
	Electrical/Generator Work	\$ 125,000.00		\$ 125,000.00	\$17,000.00		\$87,884.85	\$104,884.85	83.7%
									#DIV0!
HEADWORKS BUILDING									
	Excavation & Backfill	\$ 150,000.00		\$ 150,000.00	\$75,000.00	\$10,000.00		\$85,000.00	56.7%
	Concrete Base Structure	\$ 500,000.00		\$ 500,000.00					
	Concrete Walls Structure	\$ 1,207,000.00		\$ 1,207,000.00			\$21,253.56	\$21,253.56	1.8%
	Concrete Floor/Deck Structure	\$ 350,000.00		\$ 350,000.00					
	Misc. Metals Furnish/Install	\$ 50,000.00		\$ 50,000.00			\$18,975.00	\$18,975.00	38.0%
	Masonry Above 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					
	Standing Seam Roof & Specialties	\$ 100,000.00		\$ 100,000.00					
	Slide Gates Furnish/Install	\$ 100,000.00		\$ 100,000.00					
	Bar Screens Furnish/Install	\$ 200,000.00		\$ 200,000.00			\$127,871.00	\$127,871.00	63.9%
	Grit Equipment, Valves, Flumes Furnish/Install	\$ 1,300,000.00		\$ 1,300,000.00			\$424,580.97	\$424,580.97	32.7%
	Permittal Flume	\$ 10,000.00		\$ 10,000.00					
	Indoor Sampler	\$ 20,000.00		\$ 20,000.00					
	Painting Structure	\$ 40,000.00		\$ 40,000.00					
	Instrumentation & Control Work	\$ 850,000.00		\$ 850,000.00			\$190,000.00	\$190,000.00	22.0%
	Mechanical Work	\$ 270,000.00		\$ 270,000.00			\$16,920.00	\$16,920.00	6.3%
	Electrical Work	\$ 700,000.00		\$ 700,000.00	\$45,500.00	\$7,000.00	\$198,330.40	\$250,830.40	35.8%
									#DIV0!
ARP PLUME NO. 20									
	Excavation & Backfill	\$ 15,000.00		\$ 15,000.00	\$2,000.00			\$2,000.00	13.3%
	Concrete Base	\$ 20,000.00		\$ 20,000.00					
	Concrete Walls	\$ 42,000.00		\$ 42,000.00			\$6,947.03	\$6,947.03	16.5%
	Misc. Metals Furnish/Install	\$ 10,000.00		\$ 10,000.00					
	Equipment Flume Install	\$ 18,000.00		\$ 18,000.00					
									#DIV0!
INFLUENT PUMP STATION									
	Excavation & Backfill	\$ 180,000.00		\$ 180,000.00	\$95,000.00	\$17,000.00		\$112,000.00	70.0%
	Concrete Base	\$ 50,000.00		\$ 50,000.00	\$50,000.00			\$50,000.00	100.0%
	Concrete Walls	\$ 327,000.00		\$ 327,000.00	\$27,000.00	\$40,000.00	\$44,000.00	\$84,000.00	25.7%
	Concrete Roof	\$ 100,000.00		\$ 100,000.00			\$14,000.00	\$14,000.00	14.0%
	Misc. Metals Furnish/Install	\$ 50,000.00		\$ 50,000.00					
	Furnish & Install Pumps	\$ 525,000.00		\$ 525,000.00			\$432,500.00	\$432,500.00	82.4%
	Furnish & Install Jb Cases & Foundation	\$ 50,000.00		\$ 50,000.00			\$34,860.00	\$34,860.00	69.7%
	Painting Work	\$ 35,000.00		\$ 35,000.00					
	Electrical Work	\$ 50,000.00		\$ 50,000.00	\$4,000.00		\$5,833.43	\$10,833.43	21.3%
									#DIV0!
NEW SBR STRUCTURE									
	Excavation & Backfill	\$ 350,000.00		\$ 350,000.00	\$280,000.00			\$280,000.00	74.3%

	SBR Concrete Base Sections	\$ 520,000.00	\$ 520,000.00	\$520,000.00			\$520,000.00	100.0%	
	SBR Concrete Wall Sections	\$ 1,281,000.00	\$ 1,281,000.00	\$1,213,000.00		\$6,843.95	\$1,219,843.95	98.7%	
	SBR Basin Equipment Aeration	\$ 1,000,000.00	\$ 1,000,000.00			\$779,301.70	\$779,301.70	77.9%	
	SBR Basin Equipment Pumps	\$ 50,000.00	\$ 50,000.00			\$20,000.00	\$20,000.00	40.0%	
	Misc. Metals Furnish/Install	\$ 40,000.00	\$ 40,000.00			\$21,625.00	\$21,625.00	54.1%	
	Painting Work	\$ 15,000.00	\$ 15,000.00						
	Electrical Work	\$ 50,000.00	\$ 50,000.00	\$30,795.00		\$5,000.00	\$35,795.00	71.6%	
								#DIV/0!	
	BLOWER BUILDING MODIFICATIONS							#DIV/0!	
	Concrete Floor/Wall Demolition	\$ 15,000.00	\$ 15,000.00		\$5,000.00		\$5,000.00	33.3%	
	Excavation & Backfill	\$ 15,000.00	\$ 15,000.00						
	New Concrete Floor and Blower Bases	\$ 38,000.00	\$ 38,000.00						
	New Masonry Wall/Misc. Infil	\$ 7,500.00	\$ 7,500.00						
	Furnish & Install Doors	\$ 7,500.00	\$ 7,500.00						
	Furnish & Install New/Existing SBR Blowers	\$ 400,000.00	\$ 400,000.00			\$120,000.00	\$120,000.00	30.0%	
	Painting Work	\$ 20,000.00	\$ 20,000.00						
	Instrumentation & Control Work	\$ 150,000.00	\$ 150,000.00			\$34,080.50	\$34,080.50	22.7%	
	Electrical Work	\$ 100,000.00	\$ 100,000.00	\$40,425.00	\$2,000.00	\$27,788.48	\$70,213.48	70.2%	
								#DIV/0!	
	EXISTING SBR BASIN MODIFICATIONS							#DIV/0!	
	Remove Existing Equipment & Piping	\$ 50,000.00	\$ 50,000.00						
	Existing SBR Basin Equipment Aeration	\$ 1,000,000.00	\$ 1,000,000.00			\$779,301.70	\$779,301.70	77.9%	
	Existing SBR Basin Equipment Pumps	\$ 50,000.00	\$ 50,000.00			\$19,035.50	\$19,035.50	38.1%	
	Misc. Metals Furnish/Install	\$ 40,000.00	\$ 40,000.00			\$21,650.00	\$21,650.00	54.1%	
	Construct New SBR Siphon Box	\$ 174,000.00	\$ 174,000.00	\$185,000.00	\$11,000.00		\$174,000.00	100.0%	
	Painting Work	\$ 20,000.00	\$ 20,000.00						
	Electrical Work	\$ 50,000.00	\$ 50,000.00	\$5,000.00			\$5,000.00	10.0%	
								#DIV/0!	
	STORAGE BUILDING							#DIV/0!	
	Excavation & Backfill	\$ 38,000.00	\$ 38,000.00	\$20,000.00			\$20,000.00	57.1%	
	Building Drainage Piping & Oil Separator	\$ 40,000.00	\$ 40,000.00			\$10,900.00	\$10,900.00	27.3%	
	Concrete Foundations	\$ 40,000.00	\$ 40,000.00	\$40,000.00			\$40,000.00	100.0%	
	Concrete Floor	\$ 58,000.00	\$ 58,000.00						
	New Building Walls and Roof	\$ 270,000.00	\$ 270,000.00	\$12,250.00			\$12,250.00	4.5%	
	Doors & Windows	\$ 40,000.00	\$ 40,000.00						
	Painting Work	\$ 30,000.00	\$ 30,000.00						
	Electrical Work	\$ 78,000.00	\$ 78,000.00	\$2,000.00		\$10,000.00	\$12,000.00	16.0%	
								#DIV/0!	
	REMOVE EXISTING HEADWORKS BUILDING							#DIV/0!	
	Demolition of Existing Building Complete	\$ 30,000.00	\$ 30,000.00						
								#DIV/0!	
	CLOSEOUT							#DIV/0!	
	Site Grading	\$ 25,000.00	\$ 25,000.00						
	SBR/Storage Building Sidewalks	\$ 25,000.00	\$ 25,000.00						
	Concrete Paving	\$ 20,000.00	\$ 20,000.00						
	Seeding & Mutch	\$ 15,000.00	\$ 15,000.00						
	Cracked Rock Surfacing Roads	\$ 80,000.00	\$ 80,000.00						
	Fence & Gate System	\$ 30,000.00	\$ 30,000.00						
	CHANGE ORDERS								
	Change Order 1	\$ 39,532.11	\$ 39,532.11	\$38,724.56			\$38,724.56	98.4%	
	Change Order 2	\$ 133,342.31	\$ 133,342.31	\$5,000.00	\$70,000.00		\$75,000.00	56.2%	
	Total	\$16,882,000.00	\$172,874.42	\$17,054,874.42	\$3,628,203.56	\$212,000.00	\$4,668,948.00	\$9,467,382.00	#DIV/0!

City Council Proceedings
 March 12, 2025
 Page #13

Application Period:				Application Date:					
Through 1/21/2025				2/25/2025					
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal	Materials Description	Stored Previously		Stored This Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
105795-1		Aqua Aerobics Down Payment	4/26/2024	\$ 261,353.50		\$ -			\$261,353.50
50026177578		Rebar		\$ 19,091.30		\$ -	7/1/2024	\$19,091.30	
50026159555		Rebar		\$ 28,359.32		\$ -	7/1/2024	\$28,359.32	
50026147392		Rebar		\$ 26,753.09		\$ -	7/1/2024	\$26,753.09	
50026147072		Rebar		\$ 29,743.20		\$ -	7/1/2024	\$29,743.20	
50026147071		Rebar		\$ 29,743.20		\$ -	8/1/2024	\$29,743.20	
50026114832		Rebar		\$ 29,743.20		\$ -	8/1/2024	\$29,743.20	
50026127187		Rebar		\$ 22,299.72		\$ -	8/1/2024	\$22,299.72	
50026303876		Rebar		\$ 30,145.37		\$ -	8/1/2024	\$30,145.37	
0755219-1		Polywrap		\$ 1,964.40		\$ -		\$500.00	\$1,464.40
755226		Polywrap		\$ 420.00		\$ -			\$420.00
755219		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	
50026367581		Rebar		\$ 26,960.24		\$ -		\$26,960.24	
50026337203		Rebar		\$ 26,014.37		\$ -		\$26,014.37	
50026192138		Rebar		\$ 18,469.82		\$ -		\$18,469.82	
94020		SBR Wall Valves		\$ 76,643.95		\$ -		\$70,000.00	\$6,643.95
755902		Ductile Iron Pipe		\$ 18,451.18		\$ -			\$18,451.18
755171		Ductile Iron Pipe		\$ 15,132.60		\$ -	5/1/2024	\$14,000.00	\$1,132.60
50026489471		Rebar		\$ 650.00		\$ -	9/1/2024	\$650.00	
50026599911		Rebar		\$ 5,675.00		\$ -	9/1/2024	\$5,675.00	
50026604462		Rebar		\$ 2,179.06		\$ -	9/1/2024	\$2,179.06	
		Concrete Expansion Joints		\$ 5,892.80		\$ -	9/1/2024	\$5,892.80	
105795-2		Aqua Aerobics - Second Payment		\$ 522,707.00		\$ -			\$522,707.00
0756281-2		Ductile Iron Pipe and Accessories		\$ 1,975.74		\$ -			\$1,975.74
0756281-1		Ductile Iron Pipe and Accessories		\$ 10,440.99		\$ -			\$10,440.99
757833		24" PVC Pipe		\$ 83,203.12		\$ -			\$83,203.12
0755902-1		Ductile Iron Pipe and Accessories		\$ 21,275.08		\$ -			\$21,275.08
757699		Ductile Iron Pipe and Accessories		\$ 622.71		\$ -			\$622.71
755893		Ductile Iron Pipe and Accessories		\$ 22,446.17		\$ -	10/1/2024	\$22,446.17	
756281		Ductile Iron Pipe and Accessories		\$ 5,056.44		\$ -			\$5,056.44
94511		Butterfly Valves and Accessories		\$ 128,612.31		\$ -			\$128,612.31
94275		Air Release Valves		\$ 7,803.31		\$ -			\$7,803.31
27920		HME Shop Drawings		\$ 20,025.00		\$ -			\$20,025.00
0174120-IN		Hatches and Crane Equipment		\$ 30,750.00		\$ -			\$30,750.00
0756281-3		Ductile Iron Pipe and Accessories		\$ 3,181.29		\$ -			\$3,181.29
2022-113		Electrical Stored Materials		\$ 36,633.43		\$ -			\$36,633.43
759894		Ductile Iron Forecain Pipe		\$ 184,557.08		\$ -			\$184,557.08
94711		Valves		\$ 116,428.37		\$ -			\$116,428.37
0755902-2		Ductile Iron Pipe		\$ 23,676.17		\$ -			\$23,676.17
50027906312		Rebar		\$ 27,202.03		\$ -	12/1/2024	\$17,282.78	\$9,919.25
50027701696		Rebar		\$ 2,573.98		\$ -			\$2,573.98
50027633543		Rebar		\$ 14,510.75		\$ -			\$14,510.75
50027614897		Rebar		\$ 20,282.00		\$ -			\$20,282.00
95073		Gates/Valves/Flumes		\$ 10,622.32		\$ -			\$10,622.32
94913		Gates/Valves/Flumes		\$ 135,104.83		\$ -			\$135,104.83
0759894-2		Ductile Iron Pipe		\$ 89,965.26		\$ -			\$89,965.26
0759894-1		Ductile Iron Pipe		\$ 48,516.80		\$ -			\$48,516.80
760997		Ductile Iron Pipe		\$ 30,341.68		\$ -			\$30,341.68
0757692-1		Ductile Iron Pipe		\$ 6,545.67		\$ -			\$6,545.67
757692		Ductile Iron Pipe		\$ 34,436.37		\$ -			\$34,436.37
8635424-01		Electrical Stored Materials		\$ 1,893.10		\$ -			\$1,893.10
8635766-00		Electrical Stored Materials		\$ 1,344.01		\$ -			\$1,344.01
8635424-00		Electrical Stored Materials		\$ 1,029.30		\$ -			\$1,029.30
8651280-00		Electrical Stored Materials		\$ 249.97		\$ -			\$249.97
8602508-01		Electrical Stored Materials		\$ 5,846.58		\$ -			\$5,846.58
8602508-02		Electrical Stored Materials		\$ 18,107.44		\$ -			\$18,107.44
8634948-00		Electrical Stored Materials		\$ 10.92		\$ -			\$10.92
2022-119		Electrical Stored Materials		\$ 5,915.24		\$ -			\$5,915.24
95314		Valves		\$ 35,962.26		\$ -			\$35,962.26
95296		Valves		\$ 5,507.18		\$ -			\$5,507.18
95194		Valves		\$ 64,227.99		\$ -			\$64,227.99
0760997-1		Embedded Wall Pipe		\$ 10,490.00		\$ -			\$10,490.00
761001		Embedded Wall Pipe		\$ 10,763.56		\$ -			\$10,763.56
759887		Ductile Iron Fittings		\$ 14,654.75		\$ -			\$14,654.75
0760997-2		Ductile Iron Pipe		\$ 18,733.52		\$ -			\$18,733.52
50028222134		Headworks Area Rebar		\$ 17,661.05		\$ -			\$17,661.05
50028559050		Generator Pad Rebar		\$ 5,316.85		\$ -			\$5,316.85
95460		Valves		\$ 9,113.55		\$ -			\$9,113.55
765559		Ductile Iron Pipe		\$ 11,022.47		\$ -			\$11,022.47
765117		Ductile Iron Pipe		\$ 95,948.26		\$ -			\$95,948.26
764836		Ductile Iron Pipe		\$ 22,291.21		\$ -			\$22,291.21
764427		Ductile Iron Pipe		\$ 2,800.00		\$ -			\$2,800.00



INVOICE

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

INVOICE#: 1045880
DATE: 2/10/2025
CUSTOMER#: SG000008
Page 1

SHIP TO: DAVID CITY, NE WWTP IMPROVEMENTS
3461 M ROAD
(NOTE - ENTER OFF 35)
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
		60% OF FEBRUARY 10, 2025 SHIPMENT: SBR EQUIPMENT - DAVID CITY WWTP NE		\$254,849.56
		Total Now Due		\$254,849.56

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

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



INVOICE

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

INVOICE#: 1046052
DATE: 2/21/2025
CUSTOMER#: SG000008
Page 1

SHIP TO: DAVID CITY, NE WWTP IMPROVEMENTS
3461 M ROAD
(NOTE - ENTER OFF 35)
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
		60% OF FEBRUARY 21, 2025 SHIPMENT: SBR EQUIPMENT - DAVID CITY WWTP NE		\$703,753.84
		Total Now Due		\$703,753.84

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

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

VULCAN INDUSTRIES, INC.
 212 S. KIRLIN STREET / P.O. BOX 390
 MISSOURI VALLEY, IA 51555
 712-642-2755 - Phone
 712-642-4256 - Fax

Invoice

Date	Invoice #
2/14/2025	24105-18870

Bill To
BRB Contractors, Inc. Accounts Payable PO Box 750940 Topeka, KS 66675-0940

Ship To
BRB Contractors c/o David City WWTP 3461 M Road David City, NE 68632

Customer Phone	Customer Fax
785-290-1133	782-235-8045

P.O. Number	Project Name	Date Shipped	Shipped Via	F.O.B.	Terms	Rep
19847	David City, NE			FFA	Net 30	EES

Quantity	Description	Price Each	Amount
1	Vulcan Model VMR 36 Multi Rake Screen Tax Exempt	127,871.00	127,871.00
	ORDER COMPLETE		
	SHIP DATE TO BE DETERMINED BY CONTRACTOR		

ALL CREDIT CARD CHARGES WILL BE CHARGED A 3% PROCESSING FEE.	Total	\$127,871.00
--------------------------------------------------------------	--------------	---------------------



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
 2/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FNIC P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: christina.perkins@fnicgroup.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Vulcan Industries, Inc 212 S Kirlin St PO Box 390 Missouri Valley IA 51555	VUL39305	INSURER A: The Phoenix Insurance Co NAIC # 25623
		INSURER B: Travelers Property Casualty of America NAIC # 25674
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 232856572 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6308A956718	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POF AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			BA2L501231	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000			CUP9H391024	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB9J160555	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Stock Stored Materials			6308A956718	1/1/2025	1/1/2026	\$2,500,000 \$5,000 Deductible Special Form

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 David City, NE Wastewater Treatment Plant Improvements
 Stored Materials: \$127,871

CERTIFICATE HOLDER BRB Contractors, Inc 4648 NW Fielding Rd. P.O. Box 750940 Topeka KS 66618	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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Bar Screen



Spare Parts Crate



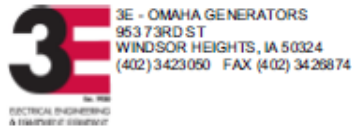
Control Panel Interior



Control Panel Exterior



Screen Discharge Chute



INVOICE

INVOICE DATE	INVOICE NO.
02/18/25	927276-00
PO. NO.	PAGE #
19853	1

TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
http://3e-co.billtrust.com	FQL ZPD FKF

BILL TO:

BRB CONTRACTORS INC
 4646 NW FIELDING ROAD
 PO BOX 750940
 TOPEKA, KS 66675

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

SHIP TO:

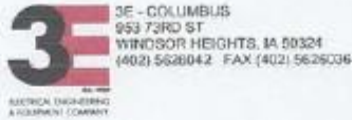
BRB CONTRACTORS INC
 DAVID CITY, NE WWTP IMPROVEMEN
 3461 M ROAD
 DAVID CITY, NE 68632

PLACED BY		INSTRUCTIONS		REFERENCE			CASH DISCOUNT	
		JOSH KLUG					0.00	
CUST #		SHIP POINT		SHIP VIA		SHIPPED		IF PAID BY
900588		3E - OMAHA GENERATORS				02/18/25		03/10/25
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)	
2	7090H3ADTSA31200NGXC11BE135L146EE3(612014) 7090H3ADTSA31200NGXC11BE 135L146EE3 Serial # 2716553	1.00	0.00	1.00	E	18157.00	18157.00	
	QTY:	0.00						
3	ASCO EXTENDED WARRANTY Non Stock	1.00	0.00	1.00	each	0.00	0.00	
4	8500FRT LINE ITEM FREIGHT	1.00	0.00	1.00	E	0.00	0.00	
5	7090250REOZJE(611997) 7090250REOZJE Serial # 33CFGMM0026	1.00	0.00	1.00	e	64211.00	64211.00	
	QTY:	0.00						
6	8500GSU STARTUP GENERATOR STARTUP AND SPARE FILTERS (2) SETS	1.00	1.00	0.00	E	0.00	0.00	
5	Lines Total	Qty Shipped Total		4	Total		82368.00	
					Taxes		4530.25	
					Invoice Total		86898.25	

Last Page

Cash Discount 0.00 If Paid By 03/10/25

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT
SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM
 TIME TO TIME WITH PRIOR NOTICE.



INVOICE

INVOICE DATE	INVOICE NO.
02/19/25	8053706-02
PO. NO.	PAGE #
DAVID CITY WW	1

TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
http://3e-co.billtrust.com	VBV RRZ SMK

BILL TO:

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

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

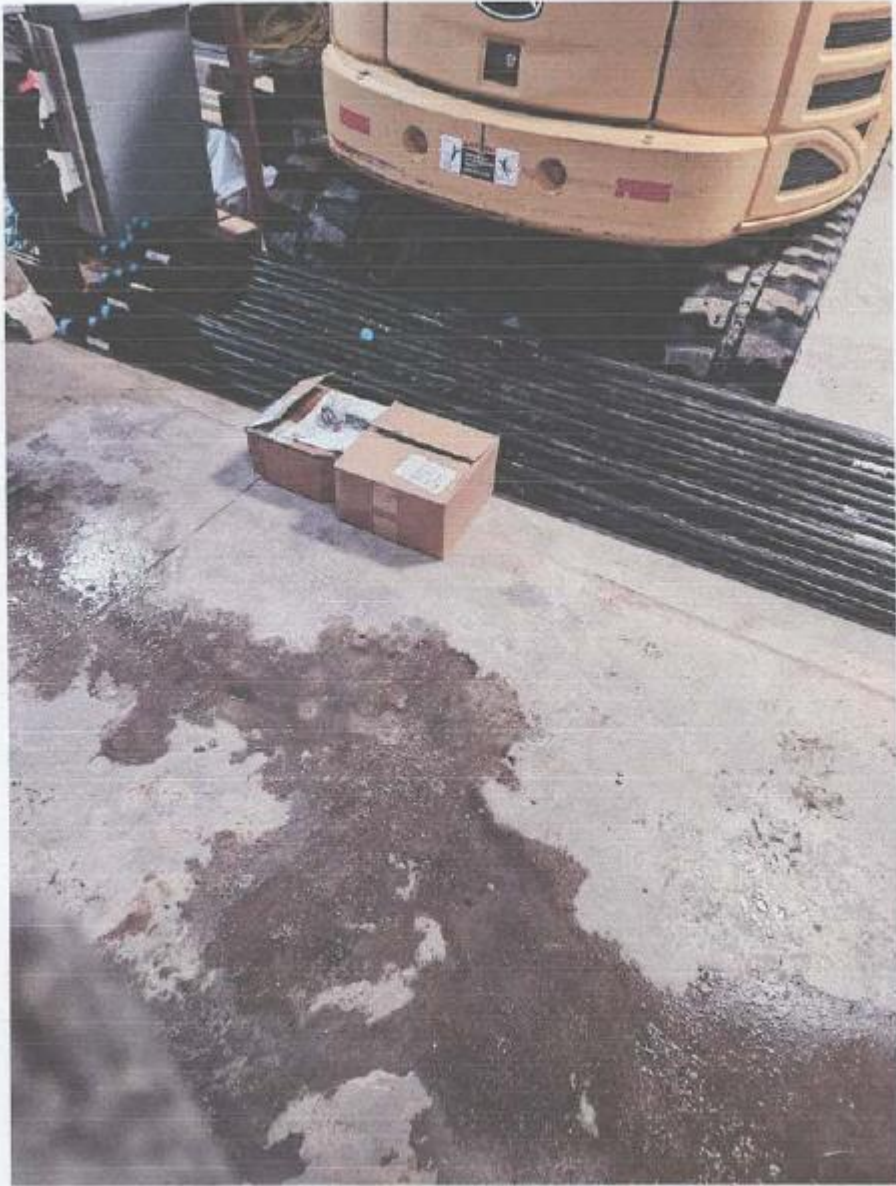
SHIP TO:
B & C ELECTRICAL SERVICES LLC
 DAVID CITY WASTE WATER
 3639 HWY 39
 GENOA, NE 68640-3102

PLACED BY	INSTRUCTIONS	REFERENCE				CASH DISCOUNT	
CHUCK	CHARLES GEE					0.00	
CUST #	SHIP POINT	SHIP VIA	SHIPPED	IF PAID BY			
110522	3E - COLUMBUS	BEST WAY	02/19/25	03/10/25			
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)
4	CAL PV0710CT00 3/4 X 10' PVC COATED ONE COUPLING W/ EACH STICK OF PIPE / these are loose AND not attached to the pipe	20.00	0.00	20.00	c	746.67	149.33
6	CAL PV1010CT00 1 X 10' PVC COATED ONE COUPLING W/ EACH STICK OF PIPE	500.00	0.00	500.00	c	1636.32	8181.61
8	CAL PV2010CT00 2 X 10' PVC COATED ONE COUPLING W/ EACH STICK OF PIPE	200.00	0.00	200.00	c	1834.67	3669.34
3	Lines Total	Qty Shipped Total		720	Total	12200.28	
						Invoice Total	12200.28

Last Page

Cash Discount 0.00 If Paid By 03/10/25

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITH PRIOR NOTICE.



remit to:

LINCOLN WINWATER WORKS CO.
 515 NW 27TH ST, STE 2
 LINCOLN, NE 68528-1001

Page	Date Printed	Invoice No.
1	2/12/25	102944 05

To Reorder Contact Us At
 Phone No. : (402) 438-2988
 Fax No .. : (402) 438-2992 DB# 08

send to:

GENERAL EXCAVATING
 6701 CORNHUSKER HWY
 LINCOLN, NE 68507-3113

ship to:

GENERAL EXCAVATING
 100 M RD
 MARK KNORR 402-499-0819
 DAVID CITY, NE 68632

customer number 00783-000002	customer purchase order 24-04-403.002	job name AGP TRUNK SEWER (OCT)
placed by Brian	salesman 010-NATHAN KOLLARS	type shipment Stock
	ship via	date shipped 2/12/25

ACCESS YOUR ACCOUNT ONLINE AT WWW.WINSUPPLYINC.COM/ACCOUNT/LOGIN

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
2,968	FT	15X14 PVC SDR26 GASKET PIPE D3034 GJ GREEN	2,968 2160		39.0000		.00	115,752.00 \$84,240	T
20	FT	8X20 C900 DR18 CL235 GJ	0	B	19.4700		.00	.00	T
1	EA	8 MJ L/SLV C153 TC IMP PERMOX LINED	0	B	835.0000		.00	.00	T
2	EA	SLC8 8" PVC RESTRAINT	0	B	58.0000		.00	.00	T
2	EA	8 MJ GSKT&BLUE BOLT PACK	0	B	45.0000		.00	.00	T

terms: monthly finance charge may be applied to past due accounts.

1% 10TH, NET 30TH
 If Paid By 3/10/25 You May Deduct 1,157.52
 Pay full balance by 3/25/25

Tax Area ID:	Net Sales	115,752.00
NE - 280230618	Freight	.00
State Tax % 5.500	State Tax	6,366.36
Local Tax % 2.000	Local Tax	2,315.04
	Invoice Amount	124,433.40

\$84,240

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tc2021e.

INVOICE# 102944 - LABOR INVOICE



INVOICE

Concrete Industries, Inc.
 6300 Cornhusker Hwy, Lincoln, NE 68529-0529
 Phone: (402) 434-1800 Fax: (402) 434-1899
 www.ConcreteIndustries.com

Remit to: P.O. Box 80268
 Lincoln, NE 68501

Job: 7595 AGP TRUNK SEWER
 MARK 402-499-0819
 DAVID CITY NE

Bill To: GENERAL EXCAVATING
 6701 CORNHUSKER HWY
 LINCOLN NE 68507-3113

Page 1	
Account Number	32345
Invoice Date	02/03/25
Invoice Amount	12,573.01
Invoice Number	CI 447786
Amount Paid	

Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

Line	Item Description	Quantity	Unit Price	Misc.	Extension
1	48"X4' RING W/S STOCK 48R48S	2.00 EA	760.0000	0.00	1,520.00
2	48"X1'-4" RING W/S STOCK 48R16S	1.00 EA	253.3270	0.00	253.33
3	48"X3' 3 ECCT T/P W/S STOCK 48C39S	1.00 EA	617.5000	0.00	617.50
4	26"X0'-6" RISER R2606N	1.00 EA	50.0000	0.00	50.00
5	48"X3' FB W/S EXT MONO BA 48B36KPMS	1.00 EA	570.0000	0.00	570.00
	7595M2 018A 1.00 EA				
6	48" MONO BASE SLAB W/INV 48MONOINV	1.00 EA	870.0000	0.00	870.00
7	18M PSX-2 DIRECT DRIVE BOOT 18M PSX-2 DD	2 EA	85.0000	0.00	170.00
8	48"X4' RING W/S STOCK 48R48S	2.00 EA	760.0000	0.00	1,520.00
9	48"X3' 3 ECCT T/P W/S STOCK 48C39S	1.00 EA	617.5000	0.00	617.50
10	26"X0'-8" RISER R2608N	1.00 EA	60.0000	0.00	60.00
11	26"X0'-4" RISER R2604N	1.00 EA	40.0000	0.00	40.00
12	48"X3' FB W/S EXT MONO BA 48B36KPMS	1.00 EA	570.0000	0.00	570.00
	7595M2 019A 1.00 EA				
13	48" MONO BASE SLAB W/INV 48MONOINV	1.00 EA	870.0000	0.00	870.00
14	18M PSX-2 DIRECT DRIVE BOOT 18M PSX-2 DD	2 EA	85.0000	0.00	170.00
15	48"X4' RING W/S STOCK 48R48S	2.00 EA	760.0000	0.00	1,520.00
16	48"X3' 3 ECCT T/P W/S STOCK 48C39S	1.00 EA	617.5000	0.00	617.50
17	26"X0'-6" RISER R2606N	1.00 EA	50.0000	0.00	50.00
18	48"X3' FB W/S EXT MONO BA 48B36KPMS	1.00 EA	570.0000	0.00	570.00
	7595M2 020A 1.00 EA				
19	48" MONO BASE SLAB W/INV 48MONOINV	1.00 EA	870.0000	0.00	870.00
20	18M PSX-2 DIRECT DRIVE BOOT 18M PSX-2 DD	2 EA	85.0000	0.00	170.00

Account: 32345 GENERAL EXCAVATING	Sub Total	11,695.83
Job: 7595 AGP TRUNK SEWER	Sales Tax	877.18
Tax Code: CIN74 David City Sales Tax	Total Amount	12,573.01

Returns: No returns w/o invoice. No returns on unusable material, seconds, architectural, decorative, all special order materials, and fractional units. All returnable materials subject to 50% restocking charge. No returns accepted after 30 days from date of purchase.

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.99% per month which is 16% per year.



Concrete Industries, Inc.
 6300 Cornhusker Hwy, Lincoln, NE 68529-0529
 Phone: (402) 434-1800 Fax: (402) 434-1899
 www.ConcreteIndustries.com



Concrete Industries, Inc.
 6300 Cornhusker Hwy, Lincoln, NE 68529-0529
 Phone: (402) 434-1800 Fax: (402) 434-1899
 www.ConcreteIndustries.com

INVOICE

Remit to: P.O. Box 80268
 Lincoln, NE 68501

Job: 7595 AGP TRUNK SEWER
 MARK 402-499-0819
 DAVID CITY NE

Bill To: GENERAL EXCAVATING
 6701 CORNHUSKER HWY
 LINCOLN NE 68507-3113

Page 1	
Account Number	32345
Invoice Date	02/03/25
Invoice Amount	12,602.55
Invoice Number	CI 447787
Amount Paid	

Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

Line	Item Description	Quantity	Unit Price	Misc.	Extension
1	48"X4' RING W/S STOCK 48R48S	1.00 EA	760.0000	0.00	760.00
2	48"X2'-8" RING W/S STOCK 48R32S	1.00 EA	506.6540	0.00	506.65
3	48"X3' 3 ECCT T/P W/S STOCK 48C39S	1.00 EA	617.5000	0.00	617.50
4	26"X0'-8" RISER R2608N	1.00 EA	60.0000	0.00	60.00
5	48"X3' FB W/S EXT MONO BA 48B36KPSM	1.00 EA	570.0000	0.00	570.00
	7595M2 021A 1.00 EA				
6	48" MONO BASE SLAB W/INV 48MONOINV	1.00 EA	870.0000	0.00	870.00
7	18M PSX-2 DIRECT DRIVE BOOT 18M PSX-2 DD	2 EA	85.0000	0.00	170.00
8	48"X4' RING W/S STOCK 48R48S	1.00 EA	760.0000	0.00	760.00
9	48"X1'-4" RING W/S STOCK 48R16S	1.00 EA	253.3270	0.00	253.33
10	48"X3' 3 ECCT T/P W/S STOCK 48C39S	1.00 EA	617.5000	0.00	617.50
11	26"X0'-8" RISER R2608N	1.00 EA	60.0000	0.00	60.00
12	26"X0'-6" RISER R2606N	1.00 EA	50.0000	0.00	50.00
13	48"X3' FB W/S EXT MONO BA 48B36KPSM	1.00 EA	570.0000	0.00	570.00
	7595M2 022A 1.00 EA				
14	48" MONO BASE SLAB W/INV 48MONOINV	1.00 EA	870.0000	0.00	870.00
15	18M PSX-2 DIRECT DRIVE BOOT 18M PSX-2 DD	2 EA	85.0000	0.00	170.00
16	48"X4' RING W/S STOCK 48R48S	1.00 EA	760.0000	0.00	760.00
17	48"X3' 3 ECCT T/P W/S STOCK 48C39S	1.00 EA	617.5000	0.00	617.50
18	26"X0'-8" RISER R2608N	1.00 EA	60.0000	0.00	60.00
19	26"X0'-6" RISER R2606N	1.00 EA	50.0000	0.00	50.00
20	48"X3' FB W/S EXT MONO BA 48B36KPSM	1.00 EA	570.0000	0.00	570.00
	7595M2 023A 1.00 EA				
21	48" MONO BASE SLAB W/INV 48MONOINV	1.00 EA	870.0000	0.00	870.00
22	18M PSX-2 DIRECT DRIVE BOOT 18M PSX-2 DD	2 EA	85.0000	0.00	170.00
23	48"X4' RING W/S STOCK 48R48S	1.00 EA	760.0000	0.00	760.00
24	48"X1'-4" RING W/S STOCK 48R16S	1.00 EA	253.3270	0.00	253.33
25	48"X3' 3 ECCT T/P W/S STOCK 48C39S	1.00 EA	617.5000	0.00	617.50

Account:
 Job:
 Tax Code:

Sub Total	
Sales Tax	
Total Amount	

Returns: No returns w/o invoice. No returns on unusable material, seconds, architectural, decorative, all special order materials, and fractional units. All returnable materials subject to 50% restocking charge. No returns accepted after 30 days from date of purchase.

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.33% per month which is 16% per year.



Concrete Industries, Inc.
 6300 Cornhusker Hwy, Lincoln, NE 68529-0529
 Phone: (402) 434-1800 Fax: (402) 434-1899
 www.ConcreteIndustries.com

Invoice - Customer Copy



Concrete Industries, Inc.
 6300 Cornhusker Hwy, Lincoln, NE 68529-0529
 Phone: (402) 434-1800 Fax: (402) 434-1899
 www.ConcreteIndustries.com

INVOICE

Remit to: P.O. Box 80268
 Lincoln, NE 68501

Job: 7595 AGP TRUNK SEWER
 MARK 402-499-0819
 DAVID CITY NE

Bill To: GENERAL EXCAVATING
 6701 CORNHUSKER HWY
 LINCOLN NE 68507-3113

Page 2	
Account Number	32345
Invoice Date	02/03/25
Invoice Amount	12,602.55
Invoice Number	CI 447787
Amount Paid	

Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

Invoice No.: CI 447787	Invoice Date: 02/03/25	PO No.: AGP	Order: SD 2394728	Ship#: 386435	
Line	Item Description	Quantity	Unit Price	Misc.	Extension
26	26"X0'-6" RISER R2606N	1.00 EA	50.0000	0.00	50.00
27	26"X0'-4" RISER R2604N	1.00 EA	40.0000	0.00	40.00

Account: 32345 GENERAL EXCAVATING
 Job: 7595 AGP TRUNK SEWER
 Tax Code: CIN74 David City Sales Tax

Sub Total	11,723.31
Sales Tax	879.24
Total Amount	12,602.55

Returns: No returns w/o invoice. No returns on unusable material, seconds, architectural, decorative, all special order materials, and fractional units. All returnable materials subject to 50% restocking charge. No returns accepted after 30 days from date of purchase.
 Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.99% per month which is 18% per year.



Concrete Industries, Inc.
 6300 Cornhusker Hwy, Lincoln, NE 68529-0529
 Phone: (402) 434-1800 Fax: (402) 434-1899
 www.ConcreteIndustries.com

Invoice - Customer Copy

Council member Keith Marvin made a motion to approve Change Order No. 8 for IES Commercial, Inc. in the amount of \$12,074.46 for the '2023 AGP Substation' Project. Council Member Jeremy Abel seconded the motion. The motion carried.
 Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
 Yea: 6, Nay: 0

CHANGE ORDER NO.: 8

Owner: City of David City, Nebraska Owner's Project No.:
 Engineer: JEO Consulting Group, Inc. Engineer's Project No.: 220993.00
 Contractor: IES Commercial, Inc. Contractor's Project No.: 5550-42002
 Project: 2023 AGP Substaion
 Contract Name: 2023 AGP Substaion
 Date Issued: 2/26/2025 Effective Date of Change Order: 3/7/2025

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

Description:

1. Furnish and install new 35 kV power cables, terminations, elbows, and protective caps to accommodate the bushings installed on the station service transformer.

Attachments:

1. 'IES Change Order 07 - New Underground Conductor' letter dated February 26, 2025.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 2,416,450.00	Original Contract Times: Substantial Completion: May 15, 2025 Ready for final payment: July 1, 2025
Net change from previously approved Change Orders No. 1 to No. 7: \$ 295,281.88	Net change from previously approved Change Orders 1 to No. 6: Prelim. Substantial Completion: January 31, 2025 Final Substantial Completion: April 25, 2025 Ready for final payment: May 28, 2025
Contract Price prior to this Change Order: \$ 2,711,731.88	Contract Times prior to this Change Order: Prelim. Substantial Completion: January 31, 2025 Final Substantial Completion: April 25, 2025 Ready for final payment: May 28, 2025
Net change for this Change Order: \$ 12,074.46	Net change for this Change Order: Prelim. Substantial Completion: _____ Final Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 2,723,806.34	Contract Times with all approved Change Orders: Prelim. Substantial Completion: _____ Final Substantial Completion: _____ Ready for final payment: _____

<p>Recommended by Engineer (if required)</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Accepted by Contractor</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Authorized by Owner</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Approved by Funding Agency (if applicable)</p> <p>_____</p> <p>_____</p> <p>_____</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------

IES Commercial, Inc.
120 S. Lincoln St.
P.O. Box 27
Holdrege, NE 68949
T: 308 995 4462
F: 308 995 8771
www.ies-co.com



Date: February 26th, 2025

Matt Kalin
JEO Consulting Group
402-360-0217
mkalin@jeo.com

Reference: David City AGP Substation

SUBJECT: IES Change Order 07 – New Underground Conductor

Matt:

Per attached information. IES will remove and reinstall new underground conductor. Cost also includes the material for all items described in the attached coordination.

Total Change Order Amount \$12,074.46

A time extension will not be required, but an extension of time may be required based on the number of cumulative change orders.

Unless otherwise noted this change order quotation is for the work described within the change order request and does not include impacts to the unchanged work. We reserve the right to seek additional compensation for extended overhead, stacking of trades, impacts to other trades, dilution of supervision, productivity impacts, overtime and overtime impacts, mobilization and demobilization, unforeseen re-work, and/or other costs expended that could not be foreseen and are not described within the body of this change order quotation.

Offered BY

APPROVED

BY: IES

BY: _____

Alex Troester

Printed name of approving individual

Project Manager

(SIGNATURE)

Title

(DATE)

Paresources, Inc.

11940 W. Ripley Ave
 Wauwatosa, WI 53226
 USA

Voice: 414-258-2388
 Fax: 414-258-2376



RECEIVED
 BMS
 02/25/2025

INVOICE

Invoice Number: 5847
 Invoice Date: 2/21/25
 Page: 1

Bill To:
IES Commercial, Inc. 120 S LINCOLN STREET PO Box 27 Holdrege, NE 68949 USA

Ship To:
IES - David City 3641 M RD Brad See 402-760-2749 David City, NE 68632

Customer PO	Payment Terms	
554202-52	Net 30 Days	
Shipping Method	Ship Date	Due Date
FOB Factory Added	2/21/25	3/23/25

Quantity	Description	Unit Price	Amount
298.00	35kV, AL, 4/0 AWG underground with 1/3 concentric neutral	7.65	2,279.70
3.00	Elbow, 35kV, large interfaceCooperLE235F09T-CS2	632.00	1,896.00
3.00	Cap, 35kV interface, large interfaceCooperLPC235	477.00	1,431.00
3.00	Termination, 35kV, 4/0 AL3M7664-S8-NC-WF, YA28A5	643.00	1,929.00
1.00	Freight	1,011.84	1,011.84

ISSUE	DATE
<input type="checkbox"/> PO MISSING	
<input type="checkbox"/> PO CLOSED	
<input type="checkbox"/> PO PRICING/QUANTITY DIFF.	
<input checked="" type="checkbox"/> FREIGHT	02/25/2025
<input type="checkbox"/> PO DOESN'T EXIST	
<input type="checkbox"/> PO WRONG VENDOR	
<input type="checkbox"/> PO SHORT	
<input type="checkbox"/> NO LINE/ WHAT LINE	
<input type="checkbox"/> OTHER	

Subtotal	8,547.54
Sales Tax	598.33
Total Invoice Amount	9,145.87
Payment/Credit Applied	
TOTAL	9,145.87

Check/Credit Memo No:

Troester, Alex - IESCI

From: Matt Kalin <mkalin@jeo.com>
Sent: Thursday, February 20, 2025 10:07 AM
To: Jeff Stein
Cc: Troester, Alex - IESCI; See, Brad - IESCI; Mayo, Brian - IESCI
Subject: RE: 2023 AGP Substation - David City, Nebraska

Good morning Jeff,

We will also need three 35 kV outdoor rated terminations with two hole lugs for the 4/0 AL underground conductor.

We need to get this material shipped out to David City, Nebraska ASAP. I wasn't able to speak with Alex with IES, but it sounded like he was going to try to text you to let you know that he will get you a PO.

If you have any further questions, please do not hesitate to contact me.

JEO Consulting Group, Inc greatly appreciates your assistance with sourcing these materials in short order.

Respectfully,

Matt Kalin

o: 402.934.3680 | m: 402.360.0217
JEO Consulting Group

From: Jeff Stein <jstein@electricalsubstations.com>
Sent: Wednesday, February 19, 2025 4:26 PM
To: Matt Kalin <mkalin@jeo.com>
Cc: Alex Troester (Alex.Troester@iesci.net) <Alex.Troester@iesci.net>; Brad See (brad.see@iesci.net) <brad.see@iesci.net>; Mayo, Brian - IESCI <Brian.Mayo@iesci.net>
Subject: RE: 2023 AGP Substation - David City, Nebraska

Found them.

No arresters, but found the caps.

Thank-you.

Jeff Stein – President
Paresources, Inc.
11940 W. Ripley Ave. Wauwatosa, WI 53226
(414) 258-2366
www.electricalsubstations.com

From: Matt Kalin <mkalin@jeo.com>
Sent: Wednesday, February 19, 2025 4:00 PM
To: Jeff Stein <jstein@electricalsubstations.com>
Cc: Alex Troester (Alex.Troester@iesci.net) <Alex.Troester@iesci.net>; Brad See (brad.see@iesci.net)

<brad.see@iesci.net>

Subject: RE: 2023 AGP Substation - David City, Nebraska

Jeff,

I would prefer copper, but this point would entertain the option of aluminum too.

Respectfully,

Matt Kalin

o: 402.934.3680 | m: 402.360.0217
JEO Consulting Group

From: Jeff Stein <jstein@electricalsubstations.com>

Sent: Wednesday, February 19, 2025 3:58 PM

To: Matt Kalin <mkalin@jeo.com>

Cc: Alex Troester (Alex.Troester@iesci.net) <Alex.Troester@iesci.net>; Brad See (brad.see@iesci.net) <brad.see@iesci.net>

Subject: RE: 2023 AGP Substation - David City, Nebraska

Is the cable AL or CU?

Thank-you.

Jeff Stein – President

Paresources, Inc.

11940 W. Ripley Ave. Wauwatosa, WI 53226

(414) 258-2366

www.electricalsubstations.com

From: Matt Kalin <mkalin@jeo.com>

Sent: Wednesday, February 19, 2025 3:57 PM

To: Jeff Stein <jstein@electricalsubstations.com>

Cc: Alex Troester (Alex.Troester@iesci.net) <Alex.Troester@iesci.net>; Brad See (brad.see@iesci.net) <brad.see@iesci.net>

Subject: RE: 2023 AGP Substation - David City, Nebraska

Jeff,

Thanks for your assistance.

Do you have access to any of the following:

1. 35kV 4/0 AWG underground with concentric neutral or tape shield. Quantity of 270 – 300 feet.
2. 200 A Loadbreak 35 kV connectors with large interface for the 4/0 AWG – Quantity of 3
3. Loadbreak 35 kV M.O.V.E elbow arresters – Quantity of 3
4. 35 kV loadbreak protective caps – Quantity of 3; only needed if elbow arrester lead time is longer than stock.

If you have any questions and/or concerns, please do not hesitate to contact me.

Respectfully,

Matt Kalin

o: [402.934.3680](tel:402.934.3680) | m: 402.360.0217
JEO Consulting Group

From: Jeff Stein <jstein@electricalsubstations.com>
Sent: Wednesday, February 19, 2025 11:17 AM
To: Matt Kalin <mkalin@jeo.com>
Cc: Alex Troester (Alex.Troester@iesci.net) <Alex.Troester@iesci.net>; Brad See (brad.see@iesci.net) <brad.see@iesci.net>
Subject: RE: 2023 AGP Substation - David City, Nebraska

I think you've got an issue here.

If you want to use the 350MCM Omni cable that you sent the catalog info;

350 MCM diameter is 0.62", the thickness of insulation is 0.42", so the diameter over insulation is about 1.46".

The largest 200A large interface elbow body size is the F body with a range up to 1.34".

35kV large interface elbows are also a rather commodity right now, too.

Thank-you.

Jeff Stein – President
Paresources, Inc.
11940 W. Ripley Ave. Wauwatosa, WI 53226
(414) 258-2366
www.electricalsubstations.com

From: Matt Kalin <mkalin@jeo.com>
Sent: Wednesday, February 19, 2025 8:02 AM
To: Jeff Stein <jstein@electricalsubstations.com>
Cc: Alex Troester (Alex.Troester@iesci.net) <Alex.Troester@iesci.net>; Brad See (brad.see@iesci.net) <brad.see@iesci.net>
Subject: 2023 AGP Substation - David City, Nebraska
Importance: High

Jeff,

I have Cc'd Alex Troester, PM, and Brad See, Foreman, for IES Commercial, Inc. (IES). IES is the one who would eventually be buying the materials but was trying to help them with some of the leg work on this one.

Please see the following information for your reference:

1. Transformer bushing
 - a. RTE 200 AMP 21.1/36.6 KV
 - b. Purple in color
 - c. Brad measured the outside diameter to be 2.25 – 2.375".

2. 35 KV underground cable
 - a. OMNI CABLE – MVE535001, see attached PDF documents.
 - b. Brad measured the following approx. diameters of the cable for reference only; I think we need to verify with OMNI.
 - i. .625" – bare conductor
 - ii. 1.5" – over insulation
 - iii. 1.5625 – over semicon
 - iv. 1.84375" – outside diameter

We need a quantity of three of the 200 A Loadbreak 35 kV connectors with large interface. Also, it is desired to get three loadbreak 35 kV M.O.V.E elbow arresters too, but if it is a long lead time we would need three 35 kV loadbreak protective caps for the feed-thru side of the transformer.

If you have any questions or need any additional information, please do not hesitate to reach out to myself or Alex Troester directly.

The goal is to be able to energize the station power transformer on the 25th of this month, so this is a rather urgent matter.

Respectfully,

Matt Kalin | *Electrical Senior Project Manager*

o: [402.934.3680](tel:402.934.3680) | m: 402.360.0217 | e: mkalin@ieo.com

JEO Consulting Group | 11213 Davenport Street Ste. 200 | Omaha, NE 68154



Caution: This email is from an external source and may have malicious content or links. Please take care when clicking links or opening attachments.

Caution: This email is from an external source and may have malicious content or links. Please take care when clicking links or opening attachments.

Caution: This email is from an external source and may have malicious content or links. Please take care when clicking links or opening attachments.

Council member Keith Marvin made a motion to approve Pay Application #10 for IES Commercial, Inc. in the amount of \$106,590.81 for the 'AGP Substation Project'. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg:

Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Contractor's Application for Payment

Owner: <u>City of David City</u>	Owner's Project No.: _____
Engineer: <u>JEO Consulting Group, Inc.</u>	Engineer's Project No.: <u>220993.00</u>
Contractor: <u>IES Commerical, Inc.</u>	Contractor's Project No.: <u>555042002</u>
Project: <u>2023 AGP Substation</u>	
Contract: <u>2023 AGP Substation</u>	
Application No.: <u>10</u>	Application Date: <u>2/25/2025</u>
Application Period: From <u>2/1/2025</u> to <u>2/28/2025</u>	

1. Original Contract Price	\$ 2,416,450.00
2. Net change by Change Orders	\$ 295,281.88
3. Current Contract Price (Line 1 + Line 2)	\$ 2,711,731.88
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,699,649.63
5. Retainage	
a. <u>5%</u> X \$ 2,699,649.63 Work Completed =	\$ 134,982.48
b. <u>5%</u> X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 134,982.48
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,564,667.15
7. Less previous payments (Line 6 from prior application)	\$ 2,458,076.34
8. Amount due this application	\$ 106,590.81
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 147,064.73

Contractor's Certification

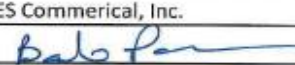
The undersigned Contractor certifies, to the best of its knowledge, the following:

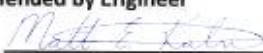
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(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: IES Commerical, Inc.

Signature:  **Date:** 2/28/2025

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Electrical Senior Project Manager</u>	Title: _____
Date: <u>March 7, 2025</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work										Contractor's Application for Payment				
Owner: City of David City Engineer: BDO Consulting Group, Inc. Construction: SES Construction, Inc. Project: 2023 AGP Substation Contract: 2023 AGP Substation										Owner's Project No.: #1871 Engineer's Project No.: 130451.00 Contractor's Project No.: 5550-0002				
Application No.: 20										Application Date: 02/25/25				
Application Period: From 02/01/25 to 02/28/25														
A	B	C	D	E	F	G	H	I	J	K	L			
Item No.	Description	Item Quantity	Unit Price (\$)	Value of Bid Item (C x E)	Unit Price (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (H x G)	Materials Committed to Date (I x G)	Work Completed and Materials Stored to Date (J x I)	% of Value of Work U / F	Reference to Finish (F - J)			
Original Contract														
Group A														
1	Substation Installation, Complete and Operational	1.00	\$2,416,450.00	2,416,450.00		1.00	2,406,367.75		2,404,367.75	100%	22,082.25			
Original Contract Totals \$ 2,416,450.00										\$ 2,404,367.75		\$ 2,404,367.75	100%	\$ 22,082.25
Change Order #1														
Change Order #2														
Change Order #3														
Change Order #4														
Change Order #5														
Change Order #6														
Change Order #7														
Change Order Totals \$ 285,281.88										\$ 285,281.88		\$ 285,281.88	100%	\$ -
Original Contract and Change Orders														
Project Totals \$ 2,701,731.88										\$ 2,691,649.63		\$ 2,691,649.63	100%	\$ 22,082.25

Council member Keith Marvin introduced Ordinance No. 1508 prohibiting shared water service lines between two properties. Mayor Jessica Miller read Ordinance No. 1508 by title.

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

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

Council member Keith Marvin made a motion to pass and adopt Ordinance No. 1508 prohibiting shared water service lines between two properties on third and final reading. Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea

Yea: 6, Nay: 0

ORDINANCE NO. 1508

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, AMENDING THE DAVID CITY MUNICIPAL CODE TO PROHIBIT SHARED WATER SERVICE LINES WITHIN THE CORPORATE LIMITS OF THE CITY OF DAVID CITY, NEBRASKA; PROVIDING AN EFFECTIVE DATE; AND AUTHORIZING PUBLICATION OF THE SAME IN PAMPHLET FORM.

WHEREAS, Nebraska Revised Statutes section 17-505 authorizes the City of David City, Nebraska, a municipal corporation and city of the second class (the "City") to adopt and amend the City's Municipal Code (the "Code"); and

WHEREAS, section 17-537 of the Nebraska Revised Statutes allows the City to "make and enforce all necessary rules and regulations in the construction, use, and management of waterworks, mains, portion, or extension of any system of waterworks or water supply . . ."; and

WHEREAS, Sections 7-201 through 7-234 of the Code regulate the City's Water Department and water services generally within the City; and

WHEREAS, the City finds it to be in the best interest of the City and the public to amend the Code to prohibit shared water service lines between two properties within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the City hereby amends the Code as follows:

1. The City hereby amends Section 7-202 of the Code by repealing the following:

"Separate premises" is hereby defined to be more than one consumer procuring water from the same service or supply pipe. The second premises may be a separate dwelling, apartment, building, or structure used for a separate business.

2. The City hereby amends Section 7-202 of the Code by adding the following:

“End-Consumer” is the ultimate recipient of water from the City’s water system that receives water directly from a Service Pipe.

“Consumer Water Service Line” is a structure that delivers water from a Main of the City of David City, Nebraska, Water System, to the End-Consumer, including the Supply Pipe, Service Pipe, and all fittings, valves, water meters, gaskets, and other ancillary and related equipment connected thereto.

3. The City hereby adopts the following ordinance and codifies it as Section 7-235 of the Code:

SECTION 7-235: PROHIBITION OF SHARED CONSUMER WATER SERVICE LINES

(a) Two or more End-Consumers shall not utilize any portion of the same Consumer Water Service Line. This prohibition applies to all new installations of Consumer Water Service Lines and repairs or modifications to existing Consumer Water Service Lines from and after March 1, 2025.

(b) Any End-Consumers violating this section shall, at the End-Consumer’s shared cost and expense, remedy such violation within sixty (60) days after receipt of a written notice from the City notifying the End-Consumers of the violation. If the End-Consumers fail to cure the violation within the applicable period, the City may perform or cause the performance of necessary repairs and seek reimbursement from the End-Consumers for the costs and expense of doing so after receipt of a written invoice from the Water Supervisor. Any reimbursement not paid in full within sixty (60) days of the date of an invoice shall become a lien against the End-Consumer’s property.

3. The City hereby repeals all other ordinances or portions of other ordinances passed and approved prior to the passage, approval, and publication or posting of this ordinance and in conflict herewith to the extent of the conflict thereof.

4. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

PASSED AND APPROVED THIS 12th day of March, 2025.

Mayor Jessica Miller

ATTEST

City Clerk Tami L. Comte

Shane Baack, with the Jones Group, introduced himself and explained the fees with the John Hancock retirement plans. He stated that there were surrender fees with Nationwide that were not disclosed and the employees are having to reimburse John Hancock for those fees.

Mayor Jessica Miller asked the Council to table this item until they had more time to review the information.

Council member Bruce Meysenburg made a motion to table the City reimbursement of the market value adjustment to the fixed account of the Nationwide retirement plan. Council Member Keith Marvin seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Andrew Wilshusen, with JEO, introduced himself and presented JEO's findings regarding Cooperative Way, formerly County Road 37. He stated that the one-year warranty on the road started on February 28, 2025.

City Attorney Michael Sands stated that the City is accepting this as is and AGP has assigned the City the warranties.

City Council member Kevin Woita introduced Resolution No. 9-2025 accepting a dedication of Right-of-Way and Improvements.

Council member Keith Marvin made a motion to accept an irrevocable offer of Dedication of Cooperative Way and pass and adopt Resolution No. 9-2025. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

RESOLUTION NO. 9-2025

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, ACCEPTING A DEDICATION OF RIGHT-OF-WAY AND IMPROVEMENTS.

WHEREAS, pursuant to the terms of that certain Redevelopment Contract between the City of David City, Nebraska (the "City"), and Ag Processing Inc a cooperative, an Iowa corporate cooperative ("AGP"), dated April 26, 2023 (the "Redevelopment Contract"), AGP agreed to construct certain street improvements to Road 37 and a vehicular bridge on Road 37 spanning the BNSF railway, defined in the Redevelopment Contract and herein as the "AGP Public Improvements", and as more specifically depicted on the Olsson – Engineering RIGHT-OF-WAY drawings entitled CR37 IMPROVEMENTS 022-04985 PAGES 91-94, attached hereto as Exhibit 1 and incorporated herein by this reference; and

WHEREAS, under the terms of the Redevelopment Contract AGP agreed to transfer ownership of the AGP Public Improvements to the City once such improvements were completed and inspected to the satisfaction of the City; and

WHEREAS, the AGP Public Improvements have been substantially completed and inspected by the City's chosen independent engineering firm, JEO Consulting Group ("JEO"), as

set forth in the report attached hereto and incorporated herein as Exhibit 2 (the “JEO Report”); and

WHEREAS, JEO has determined the AGP Public Improvements are safe for use by the public; and

WHEREAS, JEO further determined that certain “Punch List Items” (as defined in the Dedication) that do not pose a threat to public use or safety remain outstanding and should be completed by AGP, as addressed in the Dedication; and

WHEREAS, in accordance therewith, attached hereto and incorporated herein Exhibit 3 is a proposed form of Dedication for Right-of-Way Purposes (the “Dedication”), transferring, conveying and dedicating all rights, title and interest of AGP in and to the AGP Public Improvements to the City; and

WHEREAS, pursuant to the terms of the Redevelopment Contract, AGP agreed to assign and transfer any contractual warranties covering the AGP Public Improvements at the time of their conveyance to the City; and

WHEREAS, in accordance therewith, attached hereto and incorporated herein Exhibit 4 is an assignment to the City of all warranties held by AGP with respect to the AGP Public Improvements (the “Assignment of Warranties”), executed by AGP and AGP’s contractor; and

WHEREAS, AGP desires to dedicate and transfer the AGP Public Improvements to the City and the City desires to take possession and ownership of the AGP Public Improvements, pursuant to the terms of the Dedication; and

WHEREAS, AGP further desires to transfer and assign to the City all warranties covering the AGP Public Improvements, and the City desires to assume the same, via entering into the Assignment of Warranties; and

WHEREAS, following such Dedication and the acceptance thereof provided in this Resolution, the City will maintain and operate the AGP Public Improvements for purposes of a public right-of-way, in accordance with the terms of the Redevelopment Contract, the Dedication and this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY:

Section 1. The foregoing recitals are true and correct, and are hereby incorporated as if set forth, in full, below.

Section 2. The Mayor and City Council of the City accept and approve the Dedication of the AGP Public Improvements, pursuant to, and in strict accordance with, the terms of this Dedication, which are incorporated and made part of this Resolution as if set forth, in full, below.

Section 3. The Mayor and City Council of the City accept and approve the Assignment of Warranties.

Section 4. The Mayor or her designee are hereby authorized to execute any such documents, instruments, agreements or certifications relating to such matters contained in this Resolution, including but not limited to the City’s counterparts to the Dedication and Assignment

City Council Proceedings

March 12, 2025

Page #45

of Warranties, and the execution and delivery of the same by the Mayor or her designee shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

PASSED AND ADOPTED THIS 12TH DAY OF MARCH, 2025.

MAYOR

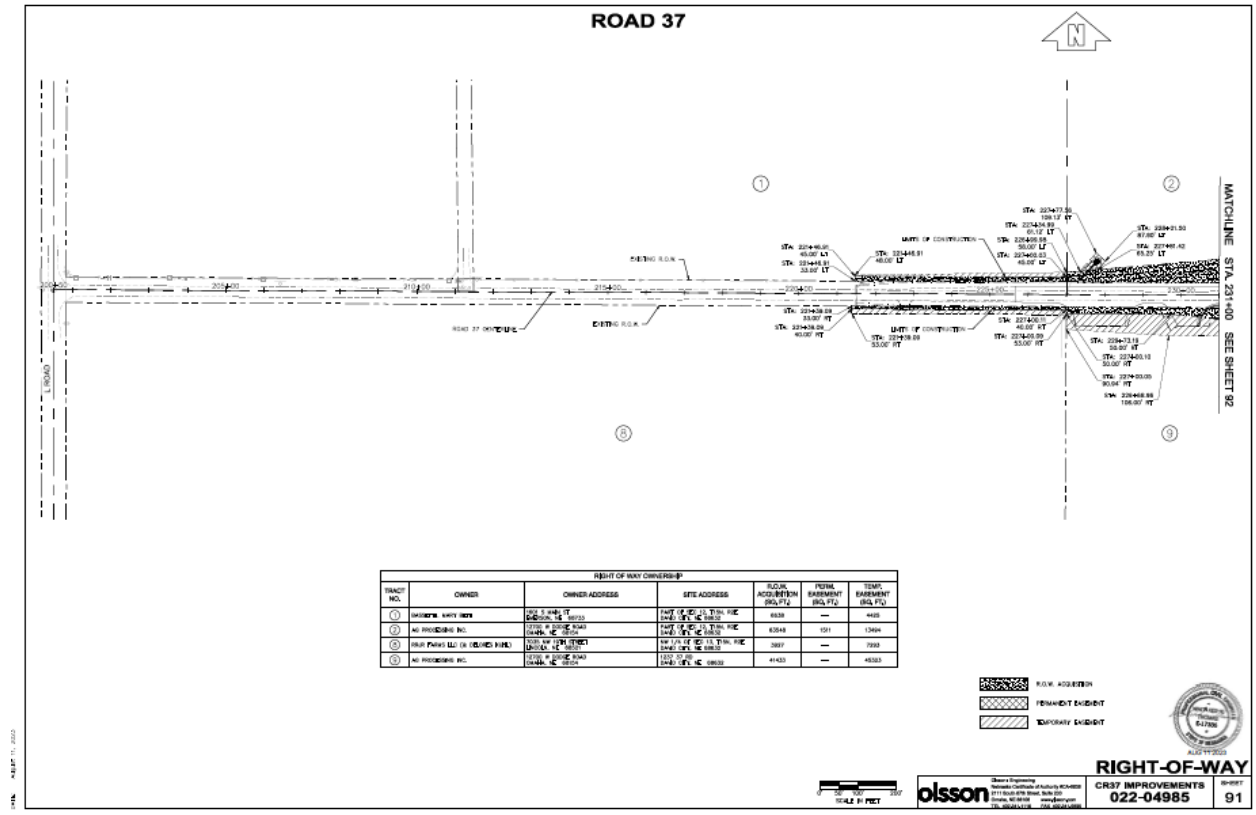
ATTEST:

CITY CLERK

Exhibit 1

AGP Public Improvements

(See Attached)



RIGHT OF WAY OWNERSHIP					
TRACT NO.	OWNER	OWNER ADDRESS	SITE ADDRESS	R.O.W. ACQUISITION STA. P.O.	TEMP. EVIDENT STA. P.O.
①	EMERSON BARRY WIFE	224 S. 10th St 224 S. 10th St 224 S. 10th St	224 S. 10th St 224 S. 10th St 224 S. 10th St	6539	—
②	AG PROPERTIES INC.	1200 W. 10th St 1200 W. 10th St 1200 W. 10th St	1200 W. 10th St 1200 W. 10th St 1200 W. 10th St	6248	1501 13494
③	PAUL PAPER LLC (A BELMONT HOLD)	1200 W. 10th St 1200 W. 10th St 1200 W. 10th St	1200 W. 10th St 1200 W. 10th St 1200 W. 10th St	2887	—
④	AG PROPERTIES INC.	1200 W. 10th St 1200 W. 10th St 1200 W. 10th St	1200 W. 10th St 1200 W. 10th St 1200 W. 10th St	4143	—

- R.O.W. ACQUISITION
- PERMITS EVIDENT
- TEMPORARY EVIDENT



0 25 50 100
 FEET
 SCALE: 1" = 100'

Olsson Survey Engineering
 2111 13th St SW, Suite 200
 Grand Forks, ND 58201
 (701) 775-1111

RIGHT-OF-WAY
 CR37 IMPROVEMENTS
 022-04985
 91

Exhibit 2

The JEO Report

(See Attached)

Exhibit 3

The Dedication

(See Attached)

After recording return to:
City of David City, Nebraska
Attn: City Clerk Tami Comte
490 E Street, P.O. Box 191
David City, NE 68632

DEDICATION FOR RIGHT-OF-WAY PURPOSES

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, this Dedication for Right-of-Way Purposes (this "Dedication") is made and executed this 12th day of March, 2025, by Ag Processing Inc a cooperative, an Iowa corporate cooperative, 12700 West Dodge Road, Omaha, NE 68154 ("AGP"), in favor of the City of David City, Nebraska, 490 E. Street, David City, NE 68632 (the "City").

WHEREAS, pursuant to the terms of that certain Redevelopment Contract between the City and AGP, dated April 26, 2023 (the "Redevelopment Contract"), AGP agreed to construct certain street improvements to Road 37 and a vehicular bridge on Road 37 spanning the BNSF railway, defined in the Redevelopment Contract and herein as the "AGP Public Improvements", and as more specifically depicted on the Olsson – Engineering RIGHT-OF-WAY drawings entitled CR37 IMPROVEMENTS 022-04985 PAGES 91-94, attached hereto as Exhibit 1 and incorporated herein by this reference; and

WHEREAS, under the terms of the Redevelopment Contract AGP agreed to transfer ownership of the AGP Public Improvements to the City once such improvements were completed and inspected to the satisfaction of the City; and

WHEREAS, the AGP Public Improvements have been substantially completed and inspected by the City's chosen independent engineering firm, JEO Consulting Group ("JEO"); and

WHEREAS, JEO has determined the AGP Public Improvements are safe for use by the public; and

WHEREAS, JEO further determined that certain "Punch List Items" (defined below) that do not pose a threat to public use or safety remain outstanding and should be completed by AGP; and

WHEREAS, AGP desires to transfer the AGP Public Improvements to the City and the City desires to take possession and ownership of the AGP Public Improvements pursuant to the terms of this Dedication.

NOW THEREFORE, KNOWN BY ALL PERSONS PRESENT, THAT:

1. Dedication and Conveyance. In consideration of the payment provided for herein, the mutual promises set forth in the Redevelopment Contract, the Recitals set forth above (which are incorporated into and shall constitute a part of this Dedication) and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AGP hereby transfers, conveys and dedicates all rights, title and interest of AGP in and to the AGP Public Improvements, to the City for public use and benefit as a public right-of-way and the City accepts such transfer, conveyance and dedication of the AGP Public Improvements, pursuant to the terms of this Dedication.
2. Completion of Punch List Items by AGP. AGP acknowledges and agrees that, while the AGP Public Improvements have been substantially completed and deemed safe for public use by JEO, certain additional work to the AGP Public Improvements must be undertaken prior to final completion of the AGP Public Improvements, as enumerated in the memorandum attached hereto and incorporated herein as Exhibit 2 (the "JEO Inspection Memorandum"). All such items, recommendations, and considerations listed on pages 1-3 of the JEO Inspection Memorandum are referred to herein as the "Punch List Items". In accordance therewith, and notwithstanding any terms to the contrary in this Dedication or the Redevelopment Contract, AGP represents and warrants that it will, at its sole cost and expense, complete or cause to be completed all Punch List Items within ninety (90) days of the date of this Dedication, to the satisfaction of City, not to be unreasonably withheld or delayed. Additionally, if any of the work related to the Punch List Items causes, or results in the discovery of, damage, additional defects and/or adverse conditions to the AGP Public Improvements, then the work required to cure such additional conditions shall be included as part of the Punch List Items for which AGP is obligated to undertake. AGP shall notify City upon completion of the Punch List Items. Upon receipt of such notice, City shall conduct a final inspection of the AGP Public Improvements to determine whether all Punch List Items have been completed. If City determines that all Punch List Items have been completed, then City shall provide written confirmation of the same to AGP, and AGP shall thenceforth have no further obligations or liabilities pertaining to the construction or maintenance of the AGP Public Improvements. If City reasonably determines that all Punch List Items have not been completed, then City shall notify AGP of the outstanding Punch List Items and AGP shall proceed with completing the same in accordance with the terms of this Section 2. If AGP fails to complete the Punch List Items within ninety (90) days of this Dedication, then City may undertake the same at AGP's expense; reimbursement for which shall be due, upon demand.

Notary Public

ACCEPTED AND AGREED:

THE CITY OF DAVID CITY, NEBRASKA

By: _____
Mayor

ATTEST:

City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Jessica Miller, Mayor, and Tami Comte, City Clerk, of the City of David City, Nebraska, on behalf of the city.

Notary Public

Exhibit 1

AGP Public Improvements

(See Attached)

Exhibit 2

JEO Inspection Memorandum

(See Attached)

Exhibit 4

The Assignment of Warranties

(See Attached)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") dated as of the ____ day of March, 2025, is made by and between the City of David City, Nebraska ("City") and Ag Processing Inc a cooperative ("AGP").

W I T N E S S E T H

WHEREAS, AGP has contracted with General Excavating, LLC ("GE") for the construction of improvements to Road 37 in Butler County, NE pursuant to a Long Form Construction Agreement dated September 26, 2023 (the "LFCA"). A true and correct copy of the LFCA is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, AGP desires to assign all warranty rights set forth in the LFCA, including the warranties set forth in sections 9.4 and 9.4.1 of the LFCA (the "Warranty Rights"), to City effective as of the date AGP dedicates and transfers ownership of the improvements to the City (the "Effective Date"), and the City desires to assume AGP's warranty rights under the LFCA.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Assignment.** AGP does hereby assign, transfer, convey and deliver to City as of the Effective Date, all of AGP's Warranty Rights under the LCFA. AGP hereby authorizes the City, in the name, place and stead of AGP, to take all action necessary or desirable to enforce the Warranty Rights assigned hereunder.
2. **Assumption.** AGP hereby delegates and City hereby assumes all Warranty Rights and may, in its sole discretion, exercise and enforce the Warranty Rights under the LCFA on AGP's behalf. For the avoidance of doubt, City shall have no liability or obligation whatsoever with respect to any duties, liabilities or obligations of AGP with respect to the LCFA.
3. **Consent to Assignment.** GE hereby consents to the assignment of the Warranty Rights and the delegation of AGP's Warranty Rights to the City and agrees the City may directly enforce the Warranty Rights as of the Effective Date.
4. **Further Assurances.** Each party hereto hereby agrees that it will execute and deliver any and all documents that the other party hereto may reasonably request in order to more fully evidence the agreements set forth herein.
5. **Authority.** Each party represents and warrants with respect to itself that this Agreement has been duly authorized, executed and delivered and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms of this Agreement.
6. **Counterparts.** This Agreement may be executed in any one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

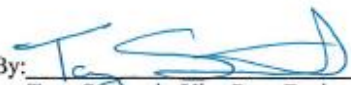
7. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.
8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Nebraska.
9. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid and unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

IN WITNESS WHEREOF, AGP and the City have duly executed this Agreement as of the date first above written.

THE CITY OF DAVID CITY, NEBRASKA

AG PROCESSING INC A
COOPERATIVE

By: _____

By: 
Tony Stepanek, Vice Pres. Engineering

Title: _____

CONSENT TO ASSIGNMENT



The undersigned hereby consents to the foregoing assignment.

GENERAL EXCAVATING, LLC

By: ZAC VAISKUNAS

Its: VICE PRESIDENT

Council member Bruce Meysenburg made a motion to approve the agreement with Kirkham Michael for the airport runway rehab. Council Member Jeremy Abel seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

**Airport Improvement Program (AIP) Project No. 3-31-0025-018-2025
David City Municipal Airport
David City, Nebraska**

THIS CONTRACT is made and entered into by and between the consulting firm of Kirkham, Michael & Associates, Inc. of Lincoln, Nebraska, hereinafter called the "Consultant" and the City of David City, Nebraska, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to employ the Consultant to provide the services described in Sections 3 through 6 for the following project.

- a. Seal coat Runway 14/32, taxiway, and apron asphalt pavement. Approximately 34,000 SY.
- b. Crack repair and seal joints. Approximately 4,400 LF.
- c. Provide new runway and taxiway markings. Approximately 22,000 SF.

Cory Gaston, P.E., will represent the Consultant as Project Engineer, and Eric Johnson will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy, and coordination of the design, drawings, reports, surveys, and other items furnished as part of this agreement.

SECTION 2: PRELIMINARY PHASE

"THIS PHASE NOT USED."

SECTION 3: DESIGN PHASE

Under this phase, the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, labor provisions, notice to bidders, and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Nebraska to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Project management and coordination. Coordinate with the Sponsor, the Nebraska Department of Transportation (NDOT) Division of Aeronautics, and the Federal Aviation Administration (FAA) to provide information on developments and decisions that are made concerning the project.
- b. Conduct a project kickoff meeting via teleconference with the Sponsor, the NDOT, and the Federal

Aviation Administration (FAA) in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Kirkham Michael shall prepare a summary of the meeting that highlights critical project issues.

- c. Finalize design criteria in accordance with FAA Advisory Circulars.
- d. Conduct field assessment of the existing site and pavement conditions ("Field Assessment").
 1. Research pavement history;
 2. Review surface treatment material alternates as design alternatives;
 3. Submit Modification of Standards, if required.
- e. Provide limited soils investigation and pavement core report of the existing materials incorporated in the runway.
- f. Develop preliminary Construction Safety & Phasing Plan (CSPP) and submit by July 15, 2025.
- g. Conduct field survey for determining quantities. A topographic survey will not be completed or in accordance to AC 150/5300-18 which is for submitting data to the FAA GIS Program.
- h. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the NDOT and FAA. Incorporate applicable comments into the final plans, specifications, and design report.
- i. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP), and engineer's design report. Kirkham Michael shall use FAA Advisory Circular (AC) 150/5370-10, Standards for Specifying Construction of Airports and shall follow the AIP Sponsor Guides listed below (current as of the date that Kirkham Michael executed the Agreement).
 1. Guide No 700 - Grant Implantation
 2. Guide No. 920 – Engineering Report
 3. Guide No. 930 – Plans and Specifications
 4. Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
 5. Guide No. 950 – Sponsor Modifications of FAA Standards
 6. Guide No. 960 – Operation Safety on Airports
- j. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes, and construction limit boundaries for each phase. Submittals will include detailed exhibits.
- k. Perform Quality Control review of the above documents by a senior airport engineer prior to submittal to the Sponsor and FAA.
- l. Conduct a plan-in-hand review meeting on-site with the Sponsor.
- m. Submit 90% plans, specifications, contract documents, and engineer's design report to the Sponsor (1 copy), NDOT (1 pdf copy), and FAA (1 Full-size planset, 1 hardcopy Contract-Specs, 1 hardcopy Engineer's Report and pdf copies of each) by September 15, 2025.
- n. Incorporate and respond to FAA and NDOT comments and provide "As-Advertised" PDFs of each of item n documents within 14 days of receipt of FAA/NDOT comments.

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all items listed above.

SECTION 4: BIDDING PHASE

Under this phase of the contract, the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services:

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms, and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Kirkham Michael. Kirkham Michael shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.
- b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a planholders list.
- c. Answer questions raised during the bidding process.
- d. Issue addenda as required.
- e. Attend the bid opening at the Sponsor's location.
- f. Tabulate and analyze bid results.
- g. Review bidder's qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.
- h. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
 1. Bid date;
 2. Summarized bid table;
 3. Evaluation of unit price extensions and total base bid, including an error check;
 4. Addendums and acknowledgements;
 5. Additional insured cost, if any;
 6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any), review for compliance with Sponsor's DBE program requirements;
 7. Buy American compliance;
 8. Confirmation of bidder's signature on proposal form;
 9. Bid guarantee;
 10. Pre-qualification requirements;
 11. Pre-bid meeting (if any);
 12. Review of qualifications;

13. Debarment list verification;
 14. Provide list of subcontractors;
 15. Recommendation to award.
- i. Conduct one teleconference to present bids to the Sponsor.
 - j. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*.
 - k. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to the Sponsor and Contractor and a pdf copy to the FAA.

This phase will be considered complete when the executed contracts have been approved by the Sponsor and FAA. Re-advertising, if necessary, will be negotiated under a supplemental agreement to this contract.

SECTION 5: CONSTRUCTION PHASE
(INCLUDES OBSERVATION)

Based on estimated 40 Working Days (Estimated Construction Contract Time)

Under this phase, the Consultant agrees to perform the following services:

- a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor and FAA to ensure all parties have timely information on developments and decisions that are made concerning the project. Provide up to 5 sets of plans and specifications to the Construction Contractor for their use.
- b. Prepare and submit Quarterly Performance Reports.
- c. Assign a Project Engineer to the project who will periodically perform Construction Observation of the work in progress. It is estimated that the Project Engineer will make 3 site visits: approximately every other week, plus 1 visit prior to the start of patching, and 1 visit towards the end.
- d. Review shop drawings and all materials data submitted by Construction Contractors for general compliance with design concepts and Buy American provisions. Kirkham Michael's review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities, and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.
- e. Conduct a preconstruction conference per AIP Sponsor Guide No. 1040 *Preconstruction Conference*. Submit a formal report of the conference discussions.
- f. Upon receipt of FAA and Sponsor authorization, issue the Notice to Proceed to the Construction Contractor. FAA authorization will not be issued until all conditions are met in accordance with AIP Sponsor Guide No. 1050 *Notice to Proceed*.
- g. Provide full-time on-site Construction Observation in accordance with AIP Sponsor Guide No. 1030

Construction Observation, except that a Construction Observation Program will not be prepared.

- h. Provide horizontal and vertical survey control to Contractor. Contractor is responsible for construction staking.
- i. Submit weekly FAA Form 5370-1 "Construction Progress and Inspection Reports" and testing reports to the Sponsor and FAA.
- j. Provide a weekly photo log with the Construction Reports for each week that the contractor is on-site from the start of construction until substantial completion.
- k. Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O requirements per AIP Sponsor Guide No. 1060 *Labor Provisions: Development Projects* and Guide No. 1073 *Monitoring Labor and Civil Rights Requirements Development Projects*. Provide Davis-Bacon compliance documentation to Sponsor during the project closeout.
- l. Prepare and negotiate construction contract modifications, change orders, and supplemental agreements per AIP Sponsor Guide No. 1080 *Contract Modifications*.
- m. Review amounts owed to construction contractors and prepare progress estimate forms certified by Construction Contractor.
- n. Arrange and conduct substantial completion walk-through with Sponsor and Construction Contractor. Prepare punch list.
- o. Monitor completion of punch list items.
- p. Arrange and attend final inspection, complete FAA Form 5100-17.

SECTION 5A: CLOSEOUT PHASE

Under this phase, the Consultant agrees to perform the following services. Final closeout documents shall be provided to FAA within 90 days of the final acceptance.

- a. Sponsor Certification for Final Acceptance by NDOT
- b. Final Inspection Report (5100-17)
- c. Final Outlay Report (SF-271) – prepared by NDOT
- d. Final Federal Financial Report (SF-425) – prepared by NDOT
- e. Final Project Cost Summary - prepared by NDOT
- f. Summary of DBE Utilization – to be included in the Final Construction Report
- g. Final Construction Report – one pdf copy each to Sponsor, FAA, and NDOT
- h. As-built Drawings – provide a pdf copy each to Sponsor, FAA, and NDOT
- i. As-built Airport Layout Plan – will not be completed

SECTION 6: SPECIAL SERVICES

Under this phase, the Consultant will provide the following services. Services not listed in Sections 3 through 6

can only be added by supplemental agreement to this contract.

- a. Geotechnical engineering, pavement core investigation, soil investigation, and laboratory tests will be provided by Thiele Geotech, Inc.
- b. Airport Layout Plan (ALP) preparation or update to meet FAA standards, feasibility studies, environmental studies and assessment reports and photogrammetry surveys is not included in this contract.

SECTION 7: FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Section 2: Preliminary Phase. "THIS PHASE NOT USED."

Section 3: Design Phase. Payment for the items included in Section 3: Design Phase shall be the lump sum of \$53,507.75 shown on Exhibit A, attached and made a part hereto.

Payment shall be due monthly based on the percentage of work completed. A 25% retainage of the total payment will be withheld until after plans and specifications are approved.

Section 4: Bidding Phase. Payment for the items included in Section 4: Bidding Phase shall be the lump sum of \$8,461.59 shown on Exhibit B attached and made a part hereto.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Payment shall be due according to the following payment schedule:

- 85% when bids received;
- 15% when Bidding Phase is completed.

Section 5: Construction Phase. Payment for the items included in Section 5: Construction Phase shall be made based on direct salary, overhead costs, and reimbursable expenses incurred plus a fixed payment of \$8,650.98 and subcontract costs. The schedule of charges and reimbursable expenses is Exhibit C attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 5 will not be greater than the "Not-to-Exceed" (NTE) amount of \$85,302.49 if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Section 1 is not exceeded. If construction contract time is exceeded or the scope of services is increased, then the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Section 5A: Close Out Phase. Payment for the items included in Section 5A: Close out Phase shall be the lump sum of \$8,431.01 shown on Exhibit D attached and made a part hereto.

Payment shall be due when the final closeout documents are accepted and approved by FAA.

Section 6: Special Services. If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same approvals as this agreement.

Section 7: Payment Provisions and Adjustments. All payments shall be made based on the lump sum amounts or unit charges and fixed fees, as provided. If the scope of the Consultant service's changes, causing an increase or decrease to the Consultant's costs, this Contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract. The Sponsor will not reduce the Consultant's final payment for any part of the project designed but not actually constructed.

The Consultant shall attach a separate Exhibit to this agreement for each subconsultant used in each phase for any part of the services to be performed by subconsultant. Subconsultant Exhibits shall break out hours, rates, and fees necessary for determination of reasonableness of cost.

Federal Contract Provisions dated May 24, 2023, are attached to this Agreement and shall be considered incorporated and be an integral part of this agreement.

APPROVALS.

It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Federal Aviation Administration before any state or federal funds are obligated.


IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this ____ day of _____, 20__, with copies to be filed with the Federal Aviation Administration.

CONSULTING FIRM

Kirkham, Michael & Associates, Inc.
5621 NW 1st Street, Suite 400
Lincoln, Nebraska 68521



ATTEST




Eric W. Johnson
Vice President

AIRPORT SPONSOR

City of David City, Nebraska
P.O. BOX 191
David City, Nebraska 68632-0191



ATTEST



Mayor
Title



Council member Keith Marvin made a motion to pass and adopt Resolution No. 8-2025 naming the RV Campground the "Tom Kobus Memorial Campground". Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

RESOLUTION NO. 8-2025

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF DAVID CITY, NEBRASKA, RENAMING THE "DAVID CITY RV CAMPGROUND" TO THE "TOM KOBUS MEMORIAL CAMPGROUND," PROVIDING AN EFFECTIVE DATE THEREOF; AND PROVIDING FOR PUBLICATION OF THE SAME IN PAMPHLET FORM.

WHEREAS, the Mayor and City Council of the City of David City, Nebraska, a municipal corporation and city of the second class (the "City") own and operate the campground known as the "David City Campground," at 3536 M Road, David City, Nebraska, as legally described in **EXHIBIT A**, attached hereto and incorporated herein; and

WHEREAS, Thomas Joseph Kobus was a life-long resident of the City; and

WHEREAS, Tom proudly served in the United States Navy during the Vietnam War and as a member of the Navy Seabees; and

WHEREAS, Tom honorably served the citizens of David City as a member of the City Council for ten years; and

WHEREAS, Tom was instrumental in developing, maintaining, and promoting the David City Campground; and

WHEREAS, Tom passed away on November 22, 2024; and

WHEREAS, the City desires to rename "David City RV Campground" to the "Tom Kobus Memorial Campground" to honor the memory of Tom Kobus and his significant impact on David City and its residents; and

WHEREAS, the City finds that Tom Kobus made tremendous contributions to David City, its residents, and the David City Campground, and that renaming the David City Campground in Tom Kobus' honor is in the best interest of the general health, safety, and welfare of the City and its Residents.

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

1. The City hereby renames the “David City RV Campground,” as the “Tom Kobus Memorial Campground.”

2. The City repeals all other resolutions or portions of other resolutions passed and approved prior to the passage, approval, and publication or posting of this resolution and in conflict herewith.

3. The City hereby authorizes the Mayor and City Clerk to take other such action in furtherance of the purposes herein, including without limitation, obtaining signage for the now-named Tom Kobus Memorial Campground.

3. This resolution shall be in full force and effect from and after passage, approval and publication in pamphlet form.

PASSED AND APPROVED THIS 12th day of March, 2025.

Mayor Jessica Miller

ATTEST

City Clerk Tami L. Comte

EXHIBIT A

Parcel Number: 120007847

Legal Description:

All that part of the West Half of the Southwest Quarter ($W\frac{1}{2} SW\frac{1}{4}$) of Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska, known as Outlot 3, in the City Clerk's West Addition to David City, Nebraska, described as follows: Beginning at a point on the West line of Oak Street in Miles 4th Addition to David City, Nebraska, 320 feet South of the South line of Right-of-Way of Fremont, Elkhorn, and Missouri Valley Railroad Company across said West Half of the Southwest Quarter ($W\frac{1}{2} SW\frac{1}{4}$) of Section Nineteen (19), thence running West in a direct line 637 feet more or less to the West Section line of said Section Nineteen (19), thence running South on said Section line 187 feet more or less, thence running East 637 feet to the West line of Oak Street, thence running North on said West line of Oak Street 187 feet more or less, to the place of beginning, Less that portion of Real Estate Deeded in Book 82, Page 238 described as follows: Beginning at the Northeast corner of Lot Five (5), Block One (1), Hall's Addition to David City, Nebraska; running thence North at right angles to said Block One (1), a distance of 20 feet; running thence West in a line parallel to the North line of said Block One (1), a distance of 75 feet; running thence South, a distance of 20 feet to the Northwest corner of the East Half ($E\frac{1}{2}$) of Lot Six (6), in said Block One (1), Hall's Addition to David City, Nebraska, running thence East along the North line of said Block One (1), a distance of 75 feet to the point of beginning.

AND

That part of the West Half of the Southwest Quarter ($W\frac{1}{2} SW\frac{1}{4}$) of Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska, described as follows: Beginning at a point on the West line of Oak Street in Miles 4th Addition to David City, Nebraska, 320 feet South of the South line of right-of-way of the F. E. and M.V.R.R., thence running North 320 feet to said South line of the right-of-way; thence running West along said South line of right-of-way 659 $\frac{1}{2}$ feet to the Section line; thence running South along said Section line 323 $\frac{3}{4}$ feet; thence running East on direct line to the point of beginning. A strip of land 100 feet wide located South of and adjoining the right-of-way of the Union Pacific Railroad Company and extending across that part of the Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4} SW\frac{1}{4}$) of Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East, which lies West of the Westerly line of Lot Two (2), in Block One (1), of Miles 4th Addition to David City, Nebraska, said strip of land being 50 feet in width on each side of the center line of the railroad (now removed) of the party of the first part, as said railroad center line was originally surveyed and established over and across the above described premises; EXCEPT the following described real estate, to wit A tract of land located in the West Half of the Southwest Quarter ($N\frac{1}{2} SW\frac{1}{4}$) of Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska, described as follows: Beginning at a point on the West line of Oak Street in Miles 4th Addition to David City, Nebraska, said point being 393.92 feet South of the South line of the Union Pacific Railroad; thence Southerly, 26.08 feet, on the West line of said Oak Street; thence Westerly 649 feet, more or less, to a point on the West line of said Section Nineteen (19), said point being 423.75 feet South of the South line of said Union Pacific Railroad; thence Northerly 32 feet on the West line of said Section Nineteen (19); thence Easterly, 649.86 feet to the Point of Beginning.

EXCEPT

A tract of land located in West Addition to David City, and in the Southwest Quarter (SW¼) of Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska, described as follows: Commencing at the Southeast corner of Outlot 3 in said West Addition to David City, said point also being the Northeast corner of Hall's Addition to David City; thence N0°00'00" E on an assumed bearing on the east line of said Outlot 3, 187 feet, to the Point of Beginning; thence N89°30'30" W, parallel with the North line of said Hall's Addition, 564.37 feet thence N48°52'50" E, 95.79 feet: thence N86°42'30" E, 205.70 feet; thence N40°57'50" E, 128.00 feet; thence S46°04'59" E, 149.02 feet; thence S0°33'15" W, 14.83 feet; thence S89°59'30" E, 96.15 feet: thence S0°00'00" W, 58.07 feet, to the Point of Beginning.

AND EXCEPT

A tract of land located in West Addition to David City, and in the Southwest Quarter (SW¼) of Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., Butler County, Nebraska, described as follows: Commencing at the Southeast corner of Outlot 3 in said West Addition to David City, said point also being the Northeast corner of Hall's Addition to David City; thence N0°00'00" E on an assumed bearing on the east line of said Outlet 3, 140 feet to the Point of Beginning, said Point being the Northeast corner of a parcel of land conveyed by Deed recorded in Microfilm Book 16 Page 485; thence N89°31'10" W, 170 feet, to the Northwest corner of said conveyed parcel; thence S0°00'00" W, 140 feet, to the Southwest corner of said conveyed parcel; thence N89°31'10" W, on the North line of said Hall's Addition, 30.16 feet; thence N0°31'45" E, 19.85 feet: thence N89°38'10" W, 75.00 feet; thence S0°12'00" W, 20.00 feet to a point on the North line of said Hall's Addition; thence N89°29'55" W, on the North line of said Hall's Addition, 368.77 feet, to a point on the West line of said Section Nineteen (19); thence N1°45'20" W, on the West line of said Section Nineteen (19), 142.70 feet: thence S89°29'55" E, 33.03 feet; thence N48°52'50" E, 67.31 feet; thence S89°30'30" E, parallel with the North line of said Hall's Addition, 564.37 feet, to a point on the East line of said West Addition; thence S0°00'00" W, 47 feet, to the Point of Beginning.

AND EXCEPT

A tract of land out of and a part of Outlot 3, West Addition to David City, located in the West Half of the Southwest Quarter (W½ SW¼) of Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., more particularly described as follows: Beginning at the Southeast corner of said Outlot 3; thence N89°47'45" W, along and with the South line of said Outlot, a distance of 200.00 feet; thence N00°00'00" E, a distance of 170.00 feet; thence S89°47'45" E, parallel with the South line of said Outlot, a distance of 200.00 feet, to a point on the East line of said Outlot 3; thence S0°00'00" W, along and with the East line of said Outlot 3, a distance of 170.00 feet, to the point of beginning.

AND EXCEPT

A tract of land out of and a part of Outlot 2, West Addition to David City located in the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., David City, Butler County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of said Outlot 2; thence S00°00'00" E, along and with the East line of said Outlot 2, a distance of 119.64 feet to the point of beginning; thence continuing S00°00'00" E, continuing along and with the East line of said Outlot 2, a distance of 176.19 feet; thence N43°38'08" W, a distance of 202.37 feet; thence N59°33'44" E, a distance of 58.68 feet; thence S 90°00'00" E, a distance of 89.05 to the point of beginning.

AND EXCEPT

A tract of land out of and a part of Outlot 2, West Addition to David City located in the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., David City, Butler County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of said Outlot 2; thence S00°00'00" E, along and with the East line of said Outlot 2, a distance of 295.83 feet. to the point of beginning; thence continuing S00°00'00" E, continuing along and ,vi.th the East line of said Outlot 2, a distance of 20.00 feet; thence N90°00'00" W, a distance of 30.98 feet; thence N43°38'08" W, a distance of 195.52 feet; thence N40°48'34" E, a distance of 25.56 feet, thence N59°33'44" E, a distance of 1.08 feet; thence S43°38'08" W, a distance of 202.37 feet to the point of beginning.

AND EXCEPT

A tract of land out of and a part of Outlot 2, West Addition to David City located in the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Nineteen (19), Township Fifteen (15) North, Range Three (3) East of the 6th P.M., David City, Butler County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of said Outlot 2; thence S00°00'00" E, along and with the East line of said Outlot 2, a distance of 315.83 to the point of beginning; thence continuing S00°00'00" E, continuing along and with the East line of said Outlot 2, a distance of 20.00 feet; thence N90°00'00" W, a distance of 96.01 feet thence N46°04'59" W, a distance of 149.02 feet; thence N40°48'34" E, a distance of 57.23 feet; thence S43°38'08" W, a distance of 195.52 feet; thence S90°00'00" E, a distance of 30.98 feet to the point of beginning.

Council member Keith Marvin made a motion to pass Ordinance No. 1509 on 2nd reading only annexing the Kozisek properties located in the Southwest Quarter of Section 20, Township 15 North, Range 3 East of the Sixth P.M., Butler County, Nebraska, together with the North 33 feet of the Northwest Quarter of Section 29, Township 15 North, Range 3 East of the Sixth P.M., Butler County, Nebraska adjacent to said Kozisek properties. Council Member Bruce Meysenburg seconded the motion. The motion carried.
Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to pass Ordinance No. 1510 on 2nd reading only annexing the Tim & Lori Wollmer property located in the South half of the Southwest Quarter of Section 20, Township 15 North, Range 3 East of the Sixth P.M., Butler County, Nebraska, with a physical address of 1375 C Street(Parcel #120035672). Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to pass Ordinance No. 1511 on 2nd reading only annexing the Amy Dayhoff property located in the south half of the Southwest Quarter of Section 20, Township 15 North, Range 3 East of the Sixth P.M., Butler County, Nebraska (Parcel #120035673). Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Zach Hoppel with Murphy Equipment introduced himself and stated that he had been speaking with Council member Meysenburg regarding purchasing a used motor grader. It was previously owned by Summit Township and Murphy Equipment has done all of the maintenance on the unit.

Council member Keith Marvin made a motion to table purchasing a motor grader from Murphy Equipment. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg stated that the Butler County Development Board has been discussing hiring an economic developer with the Butler County Board members and they are open to the prospect.

It was decided to add the appointment of a committee to look into hiring an economic developer to the next agenda.

Council member Keith Marvin stated that he asked for a site plan review committee to be added to the 2024 Zoning Regulations.

Council member Jim Angell made a motion to appoint a site plan review committee per 2024 Zoning Regulations which consists of Council members Keith Marvin and Jerry Abel, Building Inspector Gary Meister, City Administrator Intern Raiko Martinez, Clerk Tami Comte, Deputy Clerk Lori Matchett and Planning Commission members Pam Kabourek and Jim Masek. Council Member Rick Holland seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Bruce Meysenburg made a motion to table applying for a grant through SENDD for the Nebraska Affordable Housing Trust Fund (NAHTF). Council Member Jim Angell seconded the motion. The motion carried.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg:
Yea, Kevin Woita: Yea
Yea: 6, Nay: 0

Council member Keith Marvin made a motion to adjourn. Council Member Jim Angell seconded the motion. The motion carried and Mayor Miller declared the meeting adjourned at 8:17 p.m.

Jeremy Abel: Yea, Jim Angell: Yea, Rick Holland: Yea, Keith Marvin: Yea, Bruce Meysenburg:
Yea, Kevin Woita: Yea
Yea: 6, Nay: 0



CERTIFICATION OF MINUTES
March 12, 2025

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 March 12, 2025; 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.

Tami Comte, City Clerk